

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

781



FROM: TLMA – Planning Department

SUBMITTAL DATE:
March 9, 2010

SUBJECT: APPROVAL OF THE AGREEMENT WITH PBS&J TO PROVIDE CLIMATE ACTION
PLANNING SERVICES FOR RIVERSIDE COUNTY

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the professional service agreement with PBS&J for a fixed amount of \$134,762, with the period of performance to be from the date of execution of the agreement to June 30, 2012, based on the availability of fiscal funding, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance 459.4, to sign amendments that do not change the substantive terms of the agreement.

BACKGROUND: The County of Riverside is currently in the process of its first five-year General Plan Update. In the initiation of this update (General Plan Amendment No. 960), the County determined that the issues of greenhouse gas (GHG) emissions and climate change would be addressed through revisions to the General Plan Air Quality Element (Agenda Item 15.1 on October 21, 2008). The revisions will establish a programmatic approach to reducing the GHG emissions associated with the

(Continued on Page 2)

RON GOLDMAN, Planning Director

FINANCIAL
DATA

Current F.Y. Total Cost:	\$ 49,165	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10 – 11/12

SOURCE OF FUNDS: Department Budget to be reimbursed 100% by U.S. Department of Energy (DOE) Grant Funding, which is expected FY 09/10.

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

Dep't Recomm.: ☐ Policy ☒ Consent
Per Exec. Ofc.: ☐ Policy ☒ Consent

Prev. Agn. Ref.: # 3.62 on 11/24/09 | District: All | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.66

BOARD OF SUPERVISORS

FORM 11: APPROVAL OF THE AGREEMENT WITH PBS&J TO PROVIDE CLIMATE ACTION PLANNING SERVICES FOR RIVERSIDE COUNTY

PAGE 2

BACKGROUND (Continued)

Continued growth of the County and set the framework for a comprehensive Climate Action Plan (CAP) that addresses community efforts and internal County operations, in addition to future development. Such revisions have been required of other counties and cities completing updates to their General Plans.

Hence, this contract is awarded to develop the data supporting both the new General Plan policies in the Air Quality Element and the accompanying analyses in the Environmental Impact Report for GPA 960 (EIR No. 521). The technical consultant hired under this contract will be performing air quality and greenhouse gas analysis, as well as developing comprehensive plans for the mitigation of these air quality impacts. Part of this work effort will also include the preparation of a "Carbon Inventory" for the County summarizing all sources of GHG emissions in the County's territory. This data will be crucial in defending the County's position regionally as SCAG and other agencies begin to allocate GHG reduction targets throughout the State.

Without the General Plan update and associated EIR addressing programmatic GHG reductions, it will be increasingly difficult to process development applications. Without such data, the County will not know what its "fair share" of the State's GHG targets are, nor will it be able to assign appropriate mitigation to new development. Also, without coherent County-wide policies and supporting data, defending projects from CEQA challenges will likely force nearly every development application before the County to include extensive and expensive GHG analyses to justify its impacts and mitigation measures.

This award will initially be funded through monies allocated for the General Plan Update. However, this project was specifically identified in the County's Energy Efficiency & Conservation Block Grant (EECGB) application, approved by the Board for DOE submittal on November 24, 2009 (Agenda Item 3.62), and thus the contract will ultimately be funded with these U.S. Department of Energy (DOE) grant monies. It is anticipated that the award and funding for this grant will occur this fiscal year, and the execution of this contract will not affect the County General Fund. It will, however, provide the data needed for the County to move forward with plans to ensure residents and visitors have clean, healthy air to breathe and livable, able to walk in communities in which to reside, work, and visit. It is a key component in ensuring the continued growth of the County proceeds in a sustainable and environmentally-responsible manner.

PRICE REASONABLENESS

On behalf of the Transportation and Land Management Agency, County Purchasing released a Request for Proposal (RFP) TLARC-251, mailing solicitations to fifty-four (54) companies and advertising on the County's Internet. Four (4) responses were received.

The proposals were reviewed by an evaluation team consisting of members from the Transportation and Land Management Agency, the Assistant Director, Principal Planner and Regional Urban Planner. The evaluation team reviewed and scored each proposal based on

BOARD OF SUPERVISORS

**FORM 11: APPROVAL OF THE AGREEMENT WITH PBS&J TO PROVIDE CLIMATE
ACTION PLANNING SERVICES FOR RIVERSIDE COUNTY**

PAGE 3

the bidder's overall responsiveness and general understanding of the RFP requirements, bidders experience and ability, cost to the County, references, technical capability and project methodology, financial status, clarification, exceptions or deviations and credentials, resumes, licenses, and certifications. The bidders proposed fees ranged from \$149,015 to \$434,500. The County conducted vendor interviews and entered into best and final negotiations with two vendors resulting in the best and final range from \$134,762 to \$340,722 for the project. The results confirm that PBS&J can provide Climate Action Planning Services that will support the County's requirements and will meet the guidelines for the State and Federal Government.

The evaluation committee recommends that the award be given to PBS&J, as the lowest, responsive/responsible vendor in a fixed amount of \$134,762.

REVIEW/APPROVAL

County Purchasing concurs with this request and County Counsel approves this contract to form.

PROFESSIONAL SERVICE AGREEMENT

for

CLIMATE ACTION PLANNING SERVICES

between

COUNTY OF RIVERSIDE

and

PBS&J



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	6
9. Independent Contractor	7
10. Subcontract for Work or Services	7
11. Disputes	8
12. Licensing and Permits	8
13. Use by Other Political Entities	8
14. Non-Discrimination	8
15. Records and Documents	9
16. Confidentiality	9
17. Administration/Contract Liaison	10
18. Notices.....	10
19. Force Majeure.....	10
20. EDD Reporting Requirements.....	10
21. Hold Harmless/Indemnification	11
22. Insurance	11
23. General	14
Exhibit A-Scope of Service	17
Exhibit B- Payment Provisions	24

This Agreement, made and entered into this ____ day of ____, 2010, by and between PBS&J, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of seven (7) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement; and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2012, based on the availability of fiscal funding, or unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thirty four thousand seven hundred sixty two dollars (\$134,762) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas climate action planning services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County TLMA Planning Department
P.O. Box 1409
Riverside, CA 92501-1409

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (TLARC-92600-001-03/12); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate

cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and

personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name,

identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

TLMA
4080 Lemon Street, 9th Floor
P.O. Box 1326
Riverside, CA 92502
Attn: Damian Meins

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504
Attn: Walter Mack

CONTRACTOR

PBS&J
650 East Hospitality Lane, Suite: 450
San Bernardino, CA 92408
Attn: Brian D. Boxer

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract

has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

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

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.4 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall

continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

22.5 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance***

including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

County Administration Center
4080 Lemon Street, 4th Floor
Riverside, CA 92501
Board of Supervisors

Signature: _____

Print Name: Marion Ashley

Title: Chairman of the Board of Supervisors

Dated: _____

CONTRACTOR:

PBS&J
650 East Hospitality Lane, Suite 450
San Bernardino, CA 92408

Signature: B. D. Boxer

Print Name: Brian D. Boxer

Title: Vice President

Dated: 3/18/2010

County Counsel

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis

NEAL R. KIPNIS

DATE 3/30/10

EXHIBIT A SCOPE OF SERVICE

1.0 Phase I Background

The first part (Phase I) of the Services will be in support of the General Plan effort. Full details on the scope of the General Plan update project, including an initial draft of proposed Air Quality Element revisions, are available online at the COUNTY Planning Department website, www.rctlma.org/planning.

Overall, the Climate Action Planning for Riverside County is proposed to occur in two parts. *Phase I* involves the General Plan Air Quality Element revisions mentioned above to establish overall policy and programmatic intent. In addition, these policies, interim targets and Implementation Measures (IM's), will be supported by CEQA analysis pursuant to the programmatic EIR (No. 521) (see "CEQA" URL, mentioned above) that is being prepared for GPA 960. It is planned that said CEQA analysis will provide substantial evidence to support the policies and programs proposed in the revised Air Quality Element and show that adherence to the interim targets and IM's therein provide sufficient mitigation to avoid cumulatively significant impacts to GHG emissions and attainment standards for individual new development proposals approved pursuant to CEQA and the revised General Plan. The technical services outlined in "Phase I" of this Scope of Service will be to support this effort. In particular, analyses are needed to provide baseline data for GHG and air quality issues associated with the proposed revised General Plan and recommendations needed to ensure appropriate mitigation for impacts to air quality and GHG levels associated with General Plan build-out.

2.0 Phase II Background

Phase II will occur subsequent to completion of GPA 960. It will involve preparation of a full stand-alone Climate Action Plan (CAP) to replace or augment the interim policies, targets and Implementation Measures developed in the revised Air Quality Element per Phase I, above. Technical assistance will be necessary to ensure that the CAP fully addresses policies, targets and IM's necessary to achieve appropriate GHG emissions reductions for three key sectors: COUNTY discretionary actions (i.e., future development), existing (community) emissions, and emissions from municipal (COUNTY) operations and facilities. A full carbon inventory will be developed by the Technical Consultant to support these policies, targets and IM's. The CAP will also include policies establishing implementation, monitoring and progress reporting, as well as a mechanism for making any necessary corrections over time to ensure continued progress towards long-term goals.

2.1 Objectives of Technical Assistance:

2.2.1 Phase I: General Plan Revision and Programmatic EIR

- A. Provide technical analyses and data necessary to support COUNTY greenhouse gas reduction policies and interim targets to be included as part of COUNTY General Plan Air Quality Element revisions.
- B. Provide a series of Implementation Measures appropriate for achieving GHG reduction and air quality targets for various new development sectors as part of COUNTY General Plan Appendix N.

2.2.2 Phase II: Climate Action Plan

- A. Perform a complete Carbon (GHG) Inventory for emissions (community and municipal, as appropriate) within THE COUNTY/Riverside County boundaries.
- B. Develop any additional Implementation Measures needed for achieving GHG reduction targets for County operations and programs, for existing (community) uses, and for new development, if different from Appendix N.
- C. Develop a stand-alone Climate Action Plan to implement COUNTY GHG reduction policies.
- D. Assist COUNTY staff in presenting GHG technical information and findings during public meetings and hearings associated with CAP development and formalization.

3.0 Required Scope of Work

PHASE I: GENERAL PLAN POLICIES & PROGRAMMATIC EIR

The technical data, analyses and reports developed under this phase will be used to support the COUNTY'S proposed General Plan Amendment No. 960 and associated Programmatic EIR No. 521. Specific tasks to be accomplished for this effort are as follows:

3.1 TASK 1: Data Development, Modeling and Technical Analyses – Phase I

3.1.1 Refine Scope of Services-Phase I

CONTRACTOR shall review and revise the scope of services required to accomplish the objectives listed above in consultation / coordination with COUNTY staff. The CONTRACTOR will also develop an estimated timeline for each phase, with a target time of completion of August 2010 for Phase I and June 2012 for Phase II. No "scope changes" occurring pursuant to this task shall be construed as in any way altering any of the terms of payment or cost provisions outlined in Exhibit B or anywhere else within this Professional Service Agreement.

3.2 Analysis Parameters and Methodology-Phase I

As a number of GHG estimation methodologies exist, the CONTRACTOR shall work with COUNTY staff to determine the appropriate methodology for performing the necessary analyses. Determination shall be made with consideration to various constraints, such as project deadlines, availability of various data sets, suitability for COUNTY'S uses, etc.

3.3 Baseline Data for GHG Analysis and AQ Modeling-Phase I

CONTRACTOR will develop baseline data sets in consultation with COUNTY staff and COUNTY Demographer. Modeling/analyses will be conducted to estimate various baseline and build out scenarios for GHG and (to the extent appropriate and feasible) for air quality criteria pollutants for the proposed revised General Plan (per GPA 960). These scenarios shall be consistent with those

developed for Programmatic EIR 521 associated with GPA 960. It is also planned that the initial data developed for this task will also be suitable for use in later steps when a complete carbon inventory is prepared. CONTRACTOR will work with COUNTY staff to determine to what extent this may be feasible.

The results of Sub-task 3.3 shall be the development of data suitable for describing the COUNTY's Existing Setting, as it relates to air pollution and GHGs, and supporting the CEQA findings on air quality (state and federal criteria pollutants) and on greenhouse gas emissions in EIR 521. The scope of effort proposed for Sub-task 3.3 is expected to be similar to that performed in the AQ analyses provided in the previous (2003) RCIP General Plan EIR No. 441. Air quality data to be provided shall include mobile source emissions modeling based on Vehicle Miles Traveled (VMT) data developed for the Traffic Modeling and Studies prepared for the General Plan update and EIR 521 (COUNTY will provide VMT data to CONTRACTOR). As an example, see pages 4.5-34 through 36 of COUNTY EIR 441 for the types of AQ analyses required.

3.4 Refine General Plan Air Quality Element Policies, Targets and Implementation Measures - Phase I

CONTRACTOR shall provide recommendations to COUNTY staff to refine the policies, Interim Reduction Targets and other measures to be included in the revised Air Quality Element, as needed, to ensure they are both appropriate and feasible.

3.5 Develop Specific Implementation Measures for New Development Sector-Phase-I

CONTRACTOR shall develop a set of specific Implementation Measures (IM's) designed to be implemented on an individual project basis for future discretionary projects considered for approval by the COUNTY of Riverside. The purpose of these IM's will be to ensure that GHG emissions associated with new development (i.e., future land uses) approved pursuant to CEQA and the revised General Plan are not individually significant. The IM's will be codified as "Appendix N," of the revised General Plan. The IM's shall be designed to ensure that buildout of the COUNTY over time, pursuant to the land use plans and policies established in the General Plan, does not contribute cumulatively to significant GHG impacts within the COUNTY or hinder any State reduction plans.

The full scope of the IM's shall be determined through consultation between CONTRACTOR and COUNTY staff. However, it is expected that the IM's will focus on key areas related to new development emissions, such as energy use, transportation and land use, water use, solid waste and construction emissions. The emphasis shall be on areas best suited to being addressed at the General Plan level, which may include areas such as sustainable design, smart growth, green building practices or others. The IM's will be developed considering several factors, such as:

1. Proven effectiveness in reducing GHGs and energy consumption.
2. Best practices for construction, operation, etc.
3. Best use of materials and design to minimize waste and achieve reductions and efficiencies.
4. Cost and feasibility.
5. Direction from COUNTY staff and stakeholders.

CONTRACTOR shall provide quantified estimates of the effectiveness of the proposed Implementation Measures in reducing greenhouse gas emissions and conserving energy. These

estimates will be used to refine the COUNTY's interim reduction targets. Emissions reductions will be quantified using a holistic methodology that incorporates the most current science and policy.

3.6 Task 1 – Deliverables and Approximate Target Dates-Phase I:

NOTE: The following target dates assume contract initiated in December 2009 and funds available by February 2010. Phase-I technical study deadlines shall be tied to those necessary for achieving EIR 521 milestones.

- a. If revisions are made to the Scope of Services, the CONTRACTOR shall submit changes to COUNTY staff for review and approval
- b. Proposed timeline for CONTRACTOR'S tasks, Phases I and II (March 2010)
- c. Assumptions statement for baseline data and analysis parameters (March - April 2010)
- d. Baseline data sets (March - April 2010)
- e. Build out projections for GHGs and AQ (April 2010)
- f. Data set for GHG reductions for specified sectors (May 2010)
- g. Summary of suitable Implementation Measures for each sector (June 2010)

3.7 TASK 2- Technical Report on GHG and AQ Analyses –Phase I

The analyses, data and other elements developed in Task 1 shall be summarized by the CONTRACTOR in a formal written report. The report shall summarize the GHG and AQ analyses and results in a manner suitable for use in EIR 521 as a Technical Appendix. The formal report shall provide substantial evidence that the emission reductions estimated in the technical analysis and interim Implementation Measures are feasible and will achieve COUNTY programmatic goals, as necessary to support appropriate CEQA findings. Reports shall be provided in editable electronic versions (e.g., Microsoft Word), as well as in Adobe.pdf format (when appropriate, i.e., for photo-ready final documents). A minimum of five (5) hardcopies of each report shall also be submitted to the COUNTY.

3.8 TASK 2 – Deliverables and Target Dates-Phase I:

- a. Draft report (GHG and AQ Studies) for COUNTY internal review (June 2010)
- b. Final report (GHG and AQ Studies) for COUNTY use in EIR 521 (July 2010)

3.9 TASK 3 - Assessment Protocol – Phase I

The CONTRACTOR shall develop a protocol for implementing the Interim targets and IM's in the revised Air Quality Element. This protocol will be used by COUNTY staff for assessing the consistency of individual new development proposals with Interim Targets and determining what Appendix N Implementation Measures, if any, should be incorporated into such projects to ensure necessary GHG mitigation to achieve COUNTY targets. The protocol may also establish appropriate threshold(s) or performance standards to be used to determine what mitigation is necessary for individual projects and how to assign or credit use of specific IM's, as appropriate. The purpose of the protocol is to ensure attainment of GHG reduction targets for new development through implementation of appropriate Implementation Measures, such as Appendix N's, or others.

3.10 TASK 3 – Deliverables and Target Dates-Phase I:

- a. Written protocols for future project evaluations (July 2010)

3.11 TASK 4 - Meetings and Coordination with COUNTY Staff-Phase I

- a. The CONTRACTOR shall be available to meet with one or more COUNTY staff when given an advance notice.
- b. The CONTRACTOR shall provide for at least ten onsite meetings with COUNTY staff in the preparation of the tasks and sub-tasks for Phase I.
- c. CONTRACTOR may also be asked to attend public meetings or hearings if deemed necessary by COUNTY staff. Proposal should include cost estimates for CONTRACTOR to attend up to three 3-hour public meetings or hearings.

3.12 PHASE II: DEVELOP CLIMATE ACTION PLAN (CAP)

Phase II will commence once Phase I is completed, and with the condition that necessary funding is obtained. This phase will consist of creation of a complete carbon (GHG) inventory for the COUNTY of Riverside and development of a full stand-alone Climate Action Plan (CAP). The primary goal of the (CAP) is to provide strategies and measures to reduce GHG emissions and, in the process, lower energy use from non-renewable sources. Policies and programs of the CAP will address all three key sectors of activities: new development (COUNTY discretionary actions), existing uses (community actions) and COUNTY (municipal) facilities and operations.

3.13 TASK 1 - Develop Full Carbon Inventory – Phase II

3.13.1 Analysis Parameters and Methodology-Phase II

CONTRACTOR shall work with COUNTY staff to determine the appropriate methodology for performing the carbon inventory. Determination shall be made with consideration to various constraints, such as project deadlines, availability of various data sets, etc. The CONTRACTOR will also work with the COUNTY to determine the appropriate organizational / operational boundaries to be used for the inventories, if not already established under Tasks 1.2 and 1.3, above.

3.14 Carbon Inventory Preparation-Phase II

CONTRACTOR shall prepare carbon inventories for all sectors deemed appropriate through consultation with COUNTY staff.

3.15 TASK 1 – Deliverables and Target Dates-Phase II:

- a. Statement of assumptions and proposed methods for carbon inventory (Oct. 2010)

- b. Carbon inventory data sets, analysis and conclusions – may be stand-alone document or incorporated into CAP directly. (July 2011)

3.16 TASK 2 - Prepare Climate Action Plan –Phase II

3.16.1 Establish / Refine Targets, Policies and Implementation Measures-Phase-II

The Climate Action Plan (CAP) shall provide long-range climate goals and policies to reduce the COUNTY's carbon emissions and achieve or exceed the COUNTY's emissions reduction targets beyond the interim measures initially established per Phase I, above. Thus, based on carbon inventory results, CONTRACTOR shall determine final Targets necessary for achieving AB 32(the California Global Warming Solutions Act) and SB 375 goals for each sector at issue (new development, existing uses and COUNTY facilities and operations). CONTRACTOR shall also coordinate with COUNTY staff to determine necessary measures for long-term GHG reduction targets and Implementation Measures, including updating or replacing interim plans previously developed in Phase I, as warranted.

3.17 Climate Action Plan Document-Phase II

CONTRACTOR shall prepare a initial draft CAP document for COUNTY internal review and approval. CONTRACTOR shall prepare a public draft CAP document based on COUNTY comments. COUNTY staff will take this version of the CAP document through the formalization process. Once completed, CONTRACTOR shall prepare a final version of the CAP suitable for COUNTY use and public distribution. The final CAP document shall include color, graphics and other elements appropriate to provide a polished and reader-friendly document.

3.17.1 CAP shall also contain the following topics:

- a. An introduction of climate changes science and legislation in California
- b. An overview of the COUNTY's carbon inventory, municipal and community-wide
- c. An analysis of the carbon inventory results and related targets, goals and implementation measures
- d. Discussion of the various climate policies and GHG reduction targets established for specific Riverside COUNTY sectors
- e. Program for achieving targets for each sector; Specifically, addressing energy use, transportation, land use, water and biota conservation, and solid waste reduction strategies, their cost-benefit analysis, their prioritization and funding sources.
- f. Implementation schedule and feasibility discussion with an outline of appropriate milestones for the COUNTY.
- g. Policies for monitoring, reporting and periodically revisiting the CAP to ensure the COUNTY stays on track of achieving stated targets and goals.
- h. Draft and final documents shall be provided in editable electronic versions (e.g., Microsoft Word), as well as in an Adobe.pdf format (when appropriate, i.e., for photo-ready final documents or posting online). A minimum of five (5) hardcopies of each document shall also be submitted to the COUNTY.

3.18 TASK 2 – Deliverables and Target Dates-Phase II:

- a. Initial Draft CAP document for COUNTY review (Dec. 2011)
- b. Public Draft CAP document for COUNTY processing (Jan. 2012)
- c. Final CAP document for COUNTY use and distribution (June 2012)

3.19 TASK 3 - Meetings and Coordination with COUNTY Staff –Phase II

- a. The CONTRACTOR shall be available to meet with one or more COUNTY staff when given a advance notice.
- b. The CONTRACTOR shall provide for at least ten onsite meetings with COUNTY staff in the preparation of the tasks and sub-tasks for Phase II.
- c. CONTRACTOR may also be asked to attend public meetings or hearings if deemed necessary by the COUNTY staff. Proposal should include cost estimates for CONTRACTOR to attend up to three 6-hour public meetings or hearings, as needed, to present data and findings supporting project.

3.20 Commencement of each phase of the proposed project may be contingent upon securing and maintaining funding from outside the County. Project Work on Phase II may not be authorized until funding has been acquired and approved to start Phase II.

3.21 Work products shall be provided as specified under the applicable “Deliverables and Approximate Target Dates” for each task or sub-task, unless authorized otherwise by County. Explicit deliverable dates shall be established for listed work products upon contract commencement as part Phase I, Task 1.1. Deliverable deadlines may also be subject to funding availability limits or deadlines.

3.22 Unless prior arrangements are made with the County otherwise, all draft and final documents submitted by CONTRACTOR shall be in editable electronic versions (e.g., Microsoft Word), as well as in Adobe.pdf format (when appropriate, i.e., for photo-ready final documents or posting online). A minimum of five (5) hardcopies of each document shall also be submitted to the County.

**EXHIBIT B
PAYMENT PROVISIONS**

Phase- I

<u>Position</u>	<u>Hourly Rate (All Inclusive)</u>	<u>Hours</u>	<u>Cost</u>
Project Manager	\$ 185.00 _____	82	\$15,170.00
AQ / GHG Analyst	\$ 100.00 _____	103	\$10,300.00
Administrator	\$ 76.00 _____	23	\$1748.00
Support Staff	\$ 76.00 _____	254	\$19,304.00

Phase-I Complete cost including all staff, travel and expenses: \$46,522.00

Phase- II

<u>Position</u>	<u>Hourly Rate (All Inclusive)</u>	<u>Hours</u>	<u>Cost</u>
Project Manager	\$185.00 _____	120	\$22,200.00
AQ / GHG Analyst	\$100.00 _____	250	\$25,000.00
Administrator	\$76.00 _____	40	\$3,040.00
Support Staff	\$76.00 _____	500	\$38,000.00

Phase-II Complete cost including all staff, travel and expenses: \$88,240.00

Total Cost for Phase I and Phase II including all staff, travel and expenses: \$134,762.00

Note: (Costs shall include all staff, travel and all expenses)

All projects based on the availability of fiscal funding.