

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 11/15/15

Departmental Concurrence

REVIEWED BY CIP

Ivan M. Chand 12/1/2015

☐ A-30
☐ 4/5
☐ Vote

☐ Positions Added
☐ Change Order

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

955



FROM: Economic Development Agency

SUBMITTAL DATE:
November 24, 2015

SUBJECT: Riverside County Administrative Center Board Chambers Audio Visual System Upgrade Project – Approval of Professional Services Agreement for Design Services, District 2, [\$80,222], Capital Improvement Fund 30700 - 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Professional Services Agreement for design services between the County of Riverside and Triad Consulting (Triad) of Corona, California, for the Riverside County Administrative Center (CAC) Board Chambers Audio Visual (AV) System Upgrade Project in the amount of \$80,222; and
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies.

BACKGROUND:
Summary

(Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 80,222	\$ 0	\$ 80,222	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Capital Improvement Fund 30700 - 100% (Previously approved budget)				Budget Adjustment: No	
				For Fiscal Year: 2015/16	

C.E.O. RECOMMENDATION:

APPROVE

BY: Imelda Delos Santos

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Prev. Agn. Ref.: 3-8 of 9/22/15;
1-0 of 5/11/15

District: 2

Agenda Number:

3-16

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

Economic Development Agency

FORM 11: Riverside County Administrative Center Board Chambers Audio Visual System Upgrade Project – Approval of Professional Services Agreement for Design Services, District 2, [\$80,222], Capital Improvement Fund 30700 - 100%

DATE: November 24, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

On March 3, 2015, the Economic Development Agency (EDA) advertised a Request for Qualifications (RFQ) for the purpose of selecting a qualified firm to provide specialty engineering services to design the AV and security systems upgrades for the Riverside CAC Board Chambers project. On May 8, 2015, eight firms submitted their RFQ's for EDA's review and consideration.

Per Board Policy H-7 and the Government Code, a selection committee was formed that included representatives from the Riverside County Executive Office (EO) and EDA to review each firm's qualifications and interview selected firms. After thorough review, Triad was selected as the firm best suited to provide engineering services for the Riverside CAC Board Chambers AV System Upgrade project due to their experience and successful completion of similar projects.

Triad will be responsible for writing individual system scopes of work which will be incorporated in the construction documents. EDA will return to the Board under separate cover for approval of plans and specifications and advertise to bid the AV System.

Impact on Citizens and Businesses

The Riverside CAC Board Chambers AV System Upgrade project will benefit the community by providing a welcome and secure space to conduct public meetings and other county business.

Additional Fiscal Information

All costs associated with this agreement will be 100% funded through the Capital Improvement Fund 30700; thus no net county costs will be incurred and no budget adjustment is required at this time.

Attachment:

Professional Services Agreement with Triad Consulting

AGREEMENT

for

Consultant Services

between

County of Riverside

and

Triad Consulting

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County of Riverside	Triad Consulting
Economic Development Agency	2925 Mira Vista Way
Tenth Street, 4 th Floor	Corona, CA 92881
Riverside, CA 92501	

ARTICLE I • DESIGNATED CONTACTS

The PROJECT MANAGER for CONSULTANT shall be:

The COUNTY PROJECT MANAGER for COUNTY shall be:

ARTICLE II • PROJECT DEFINITION

ARTICLE III • COOPERATIVE AGENCIES

CONSULTANT agrees that it will maintain coordination with COUNTY designated personnel as may be

requested or required for PROJECT.

B. COUNTY Standards

All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to review and approval by COUNTY.

C. CONSULTANT Staff

1. CONSULTANT has been selected to perform the PROJECT herein because of the skills and expertise of key individuals. CONSULTANT agrees that the following key individuals in CONSULTANT'S company shall be associated with the PROJECT in the following capacities:

JOB TITLE	NAME
Principle	Gregory W Brandon
Project manager	Rick Withers

2. CONSULTANT shall not change any of the key personnel listed above without prior written approval of COUNTY, unless said personnel ceases to be employed by CONSULTANT. In either case, COUNTY shall be allowed to interview and approve replacement personnel.

3. If any designated lead or key person fails to perform to the satisfaction of the COUNTY, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within seven (7) days provide a permanent replacement person acceptable to COUNTY.

ARTICLE IV • CONDITIONS

A. Notifications

All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the CONSULTANT PROJECT MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this Agreement.

1 **B. Assignment**

2 In as much as this Agreement is intended to secure the specialized services of CONSULTANT,
3 CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written
4 consent of COUNTY, which may be granted or withheld in its' sole discretion; and any such assignment,
5 transfer, delegation or sublease without the COUNTY'S prior written consent shall be considered null and
6 void.

7 **C. Subcontracts**

- 8 1. CONSULTANT shall perform the services contemplated with resources available within its own
9 organization. No portion of the services pertinent to this Agreement shall be subcontracted without
10 written authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in
11 this Agreement.
- 12 2. In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement,
13 CONSULTANT shall require its subcontractors to comply with the terms of this Agreement in the same
14 manner as required of CONSULTANT including, but not limited to; indemnification of the COUNTY,
15 requiring the same insurance of Subcontractors as required of CONSULTANT, and having
16 Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this
17 Agreement requires CONSULTANT'S insurance to name COUNTY as Additional Insured.

18 **D. Modifications**

- 19 1. This Agreement may be amended or modified only by mutual written agreement of the Parties. No
20 alteration or variation of the terms of this contract will be valid unless made in writing and signed by the
21 Parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of
22 the Parties hereto.
- 23 2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor
24 modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or
25 funding from one phase to another. All requests for minor modifications must be approved in writing by
26 the Director of EDA, or his designee, prior to implementing the change.
- 27 3. There shall be no change in the CONSULTANT PROJECT MANAGER or key members of the PROJECT
28 team without prior written approval by the COUNTY PROJECT MANAGER.

- 29 4. All modifications that do not fit within the definition of a minor modification to this Agreement shall be
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considered a major change and must be approved in writing by the CONSULTANT and COUNTY Board of Supervisors prior to implementing the major change.

E. COUNTY Directives

CONSULTANT shall receive contract directions and interpretations from the COUNTY PROJECT MANAGER.

F. Liability

1. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, and estimates prepared for PROJECT and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither the COUNTY'S review nor approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.
2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work products not so designated are ready for and can be used on PROJECT.
3. COUNTY and CONSULTANT agree that plans, drawings or other work products prepared by CONSULTANT are for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were specifically prepared. CONSULTANT shall not be responsible for use of such plans, drawings or other work products if used on a different project without the written authorization or approval by CONSULTANT.
4. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.

5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers, employees or agents of COUNTY.
6. CONSULTANT has the sole discretion to determine how, when, and where to perform services required to achieve the final result specified in the Scope of Services for PROJECT subject to PROJECT timelines and availability of access during COUNTY regular operating hours.
7. CONSULTANT has the right to perform services for other clients during the term of this Agreement as long as such services are not in direct conflict with the services provided to COUNTY.
8. CONSULTANT and its employees shall not be entitled to and are not eligible for COUNTY employee benefits, including, but not limited to, medical, dental or vision insurance, life insurance, retirement benefits, vacation or sick pay, or any other benefit or compensation beyond that which is set forth explicitly in this contract.
9. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace, tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this Agreement. Notwithstanding the foregoing, COUNTY may, in its sole discretion, and with prior consent, provide access to COUNTY facilities, offices or meeting rooms during regular business hours for meetings, conferences or other work of CONSULTANT.

G. Indemnification and Defense

1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of CONSULTANT which are not design professional services, CONSULTANT shall indemnify Indemnitees whether or not CONSULTANT is negligent.

2. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability

1 arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractor
2 of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other
3 benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant
4 to this Agreement.

- 5 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
6 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
7 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
8 act or omission of CONSULTANT.
- 9 3. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but not limited to
10 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
11 proceedings based or alleged to be based on any act or omission of CONSULTANT arising out of or from
12 the performance of services under this contract. The duty to defend applies to any alleged or actual
13 negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend
14 shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not
15 CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if
16 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused
17 by the sole active negligence of Indemnitees.
- 18 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
19 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 20 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
21 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
22 Code sections 2782 and 2782.8.

23 **H. Quality Control**

24 CONSULTANT shall implement and maintain the following quality control procedures during the
25 preparation of the plans, reports, and documents relating to PROJECT. CONSULTANT shall have a
26 quality control plan in effect during the entire time services are being performed under this contract. The
27 plan shall establish a process whereby calculations are independently checked, plans checked, corrected
28 and back-checked, and all job related correspondence and memoranda routed and received by affected
29 persons and then bound in appropriate job files. Where several drawings show different work in the same

area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All plans, calculations, documents and other items submitted to the COUNTY PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

I. Extra Work

1. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY shall provide extra compensation to the CONSULTANT. Allowable compensation for approved extra work will be based on the provisions of Exhibit B, Budget, which is attached hereto and incorporated herein by reference.
2. An amendment to this Agreement providing for such compensation for Extra Work shall be issued by COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both Parties.
3. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY PROJECT MANAGER.

J. Disputes

1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of this Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

2. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual

1 agreement may be settled by mediation or arbitration, provided that the Parties mutually agree to submit
2 to mediation or arbitration.

- 3 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full
4 and timely performance in accordance with the terms of the contract.

5 **K. Termination Without Cause**

- 6 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
7 thirty (30) calendar days written notice to CONSULTANT.
- 8 2. In the event of termination of the Agreement, upon demand, CONSULTANT shall deliver to COUNTY all
9 field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and
10 documents prepared by or provided to CONSULTANT in the performance of this contract. All such
11 documents and materials shall be property of COUNTY.
- 12 3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services
13 performed in accordance with the terms of this Agreement up to the time written notice of contract
14 cancellation is received by CONSULTANT. Payment shall be made for services performed to date based
15 upon the percentage ratio that the basic services performed bear to the services contracted for, less
16 payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs
17 incurred.

18 **L. Termination for Lack of Performance**

19 COUNTY may terminate this contract and be relieved of the payment of any consideration to
20 CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in
21 the manner herein provided. In the event of such termination, COUNTY may proceed with the work in
22 any manner deemed proper by COUNTY. In such event, CONSULTANT shall be paid only for work
23 completed and delivered to COUNTY in a timely and successful manner.

24 **M. Insurance**

25 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,
26 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the
27 following insurance coverage's during the term of this Agreement. As respects to the insurance section only,
28 the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and
29 Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed

officials, agents or representatives as Additional Insureds.

1. Workers' Compensation:

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT 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.

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. 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.

3. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT 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 the COUNTY as Additional Insureds.

4. Professional Liability

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'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 CONSULTANT'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 CONSULTANT 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 CONSULTANT has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

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 CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention 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 Country's Risk Manager, CONSULTANT'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. CONSULTANT shall cause CONSULTANT'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, and 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. CONSULTANT shall not commence

1 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified
2 original copies of endorsements and if requested, certified original policies of insurance including all
3 endorsements and any and all other attachments as required in this Section. An individual authorized
4 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and
5 the Certificate of Insurance.

- 6 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be
7 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
8 retention's or self-insured programs shall not be construed as contributory.
- 9 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
10 of services; or, there is a material change in the equipment to be used in the performance of the
11 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)
12 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of
13 liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the
14 amount or type of insurance carried by the CONSULTANT has become inadequate.
- 15 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
16 CONSULTANTs working under this Agreement.
- 17 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
18 insurance acceptable to the COUNTY.
- 19 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that
20 may give rise to a claim arising from the performance of this Agreement.

21 **N. Conflict of Interest**

22 CONSULTANT warrants, by execution of this Agreement, that no person or selling agency has been
23 employed or retained to solicit or secure this contract upon an agreement or understanding for a
24 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide
25 established commercial or selling agencies maintained by CONSULTANT for the purpose of securing
26 business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without
27 liability, pay only for the value of the work actually performed, or in its discretion to deduct from the
28 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,
29 brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest

Statement prior to, during, or after execution of this contract. CONSULTANT understands that as a condition of this contract CONSULTANT agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

O. Legal Compliance

CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner affecting the performance under this contract, including, without limitation, workers' compensation laws and licensing and regulations.

P. Nondiscrimination

1. During the performance of this Agreement, CONSULTANT and its Subcontractors shall not act unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONSULTANT and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to COUNTY, and shall set forth what efforts he has made to obtain the information.

3. In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract,

COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not

1 limited to:

- 2 • Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
 - 3 • Cancellation, termination, or suspension of the contract in whole or in part.
- 4 4. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all
- 5 subcontracts to perform work under this contract.
- 6 5. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49
- 7 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

8 **Q. Labor Code and Prevailing Wages**

- 9 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 10 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
- 11 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
- 12 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
- 13 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
- 14 compensation insurance and directly affect the method of prosecution of the work by CONSULTANT and
- 15 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties
- 16 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
- 17 required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT'S certification
- 18 that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes
- 19 CONSULTANT'S certification as follows: "I am aware of the provisions of Section 3700 of the California
- 20 Labor Code which require every employer to be insured against liability for worker's compensation or to
- 21 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
- 22 provisions before commencing the performance of the work of this contract."
- 23 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
- 24 wages applicable to the work, and for holiday and overtime work, including employer payments for health
- 25 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
- 26 been determined by the Director of the California Department of Industrial Relations. These wages are
- 27 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

28 **R. Review and Inspection**

29 CONSULTANT and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities

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including review and inspection on a daily basis, if requested.

S. Record Retention / Audits

1. CONSULTANT, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for ten years from the date of final payment under the contract or ten years from project closeout, whichever is later.
2. COUNTY, the State Auditor General, or any duly authorized representative of the State Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

T. Ownership of Data

Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY and no further agreement will be necessary to transfer ownership to COUNTY.

U. Confidentiality of Data

1. All financial, statistical, personal, technical or other data and information which is designated confidential by COUNTY, and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the contract shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract, including COUNTY actions regarding this contract. Communication shall be limited to COUNTY, or CONSULTANT'S staff that are involved with the project, unless CONSULTANT shall be requested by COUNTY to attend a public hearing or respond to questions from a Legislative committee.
4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.
5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents

thereof by COUNTY and receipt of COUNTY's written permission.

V. Funding Requirements

1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local agencies.
2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

ARTICLE V • PERFORMANCE

A. Performance Period

1. This Agreement shall begin upon notification to proceed by the COUNTY PROJECT MANAGER. Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be: 11/3/2015 through 12/01/2016
2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. CONSULTANT shall perform PROJECT services in accordance with the provisions set forth in Exhibit A, Schedule of Services, which is attached hereto and incorporated herein by reference.
4. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to final submission.
5. When COUNTY determines that CONSULTANT has satisfactorily completed the PROJECT services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.
6. Time is of the essence in this contract.

B. Time Extensions

1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny CONSULTANT its' civil legal remedies in the event of a dispute.

C. Reporting Progress

1. As part of the monthly invoice CONSULTANT shall submit a progress report in accordance to COUNTY. Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by CONSULTANT shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.
2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, and CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT'S work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

D. Evaluation of CONSULTANT

CONSULTANT'S performance will be evaluated by COUNTY for future reference.

ARTICLE VI • COMPENSATION

A. Work Authorization

CONSULTANT shall not commence performance of any work or project services until so directed by the County Project Manager. No payment will be made prior to approval of this contract.

B. Basis of Compensation

1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be compensated on a percentage basis, with a not to exceed of the total amount of the contract. The total amount of the contract is not to exceed Eighty Thousand, Two hundred and Twenty Two Dollars (\$80,222).

If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra
Riverside County Administrative Center Board Chambers Audio Visual System Upgrade Project –
FM08100007035

1 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY
2 PROJECT MANAGER.

3 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order
4 by COUNTY.

5 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before
6 CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies,
7 equipment or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or
8 desirability of incurring such costs.

9 3. For purchase of any item, service or consulting work not covered in CONSULTANT'S proposal and
10 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
11 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

12 4. Any equipment purchased as a result of this contract is subjected to the following: CONSULTANT shall
13 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
14 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
15 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
16 conclusion of the contract or if the contract is terminated, CONSULTANT may either keep the equipment
17 and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
18 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
19 COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair
20 market value shall be determined, at CONSULTANT'S expense, on the basis of a competent independent
21 appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by
22 COUNTY, and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such
23 sale must be approved in advance by COUNTY and AGENCIES.

24 5. The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of
25 CONSULTANT'S expenses incurred in the performance hereof, including travel and per diem, unless
26 otherwise expressly so provided.

27 6. In the event of errors or omissions in the plans for PROJECT, CONSULTANT shall perform the necessary
28 consulting services required to correct such errors and omissions without additional charge to COUNTY.

29 7. CONSULTANT shall be responsible for compliance with Government Code section 7550, if the total cost

- 1 7. CONSULTANT shall be responsible for compliance with Government Code section 7550, if the total cost
2 of the Agreement is over Five Thousand Dollars (\$5,000).

3 **C. Progress Payments**

- 4 1. CONSULTANT shall submit monthly invoices for PROJECT Services on a percentage basis, with a not to
5 exceed of the total amount of the contract.
- 6 2. CONSULTANT shall submit an invoice each month for PROJECT services performed during the
7 preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be
8 included with a Progress Report covering the same period as the submitted invoice.
- 9 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
10 made prior to the completion of each phase will not exceed the amount allowed in CONSULTANT'S cost
11 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
12 PROJECT MANAGER.
- 13 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
14 COUNTY PROJECT MANAGER of itemized invoices.
- 15 5. COUNTY will withhold the last 10 percent of the budget for preparation of PS&E documents. The 10
16 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted
17 from each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved
18 CONSULTANT's plans, specifications and estimate.

19 **ARTICLE VII • GENERAL TERMS**

20 **A. Law, Venue**

- 21 1. This Agreement has been executed and delivered in the State of California and the validity, enforceability
22 and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws
23 of the State of California.
- 24 2. The County of Riverside shall be the venue for any action or proceeding that may be brought or arise out
25 of, in connection with, or by reason of this Agreement.

26 **B. Severability**

27 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to
28 be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect
29 and shall in no way be affected, impaired or invalidated thereby.

Neither the COUNTY'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CONSULTANT shall remain liable to the COUNTY in accordance with this Agreement for all damages to the COUNTY caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement to the standard of care of the CONSULTANT for its services, which shall be, at a minimum high standard of care for public audio visual spaces.

D. Review of Terms

Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of this Agreement.

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(Signatures on following page)

1 **ARTICLE VIII • APPROVALS**

2 **COUNTY** Approvals

3 APPROVED AS TO FORM:

4 GREGORY P. PRIAMOS, COUNTY COUNSEL

5 BY:

6
7 Marsha L. Victor Dated: 11/10/15
8 Marsha L. Victor, Principal Deputy County Counsel

9
10 APPROVAL BY THE BOARD OF SUPERVISORS

11
12
13 _____ Dated: _____

14 MARION ASHLEY

15 PRINTED NAME

16 Chairman, Riverside County Board of Supervisors

17 ATTEST:

18
19
20 _____ Dated: _____

21 KECIA HARPER-IHEM

22 Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT: Triad Consulting

11-2-15 Dated: _____
Gregory W. Brandon
Gregory W Brandon

Principle

CONSULTANT:

_____ Dated: _____

Printed name

Title

EXHIBIT A



September 1, 2015

Scott Pickford
Economic Development Agency
Project Management Office
3403 Tenth Street, Suite 500
Riverside, CA 92501

Subject: Economic Development Agency – Audio Visual Feasibility Proposal, Board of
Supervisors Chambers

Dear Scott,

Triad Consulting is pleased to propose consulting and engineering services to the Riverside County Economic Development Agency (EDA) for audio visual upgrades within the Board of Supervisors Chambers, County Administrative Center (CAC) building located at 4080 Lemon Street, Riverside, CA. This proposal focuses on audio visual systems feasibility assessment, design, bidding and construction administration consulting services for the EDA. This proposal also includes an alternate addition for commissioning services for the project should the EDA wish to include these services now or at a later date.

I. INTRODUCTION

Based on our meeting of June 10, 2015, it is our understanding the EDA is assessing its overall requirements for upgrade or replacement of the audio visual system for the Board of Supervisors Chambers within the CAC building as follows:

- A. Board Chamber Audio Visual System: Assessment of the existing audio visual system within the Board Chambers, along with electronic voting. This assessment will provide a report that includes recommendations, rough order of magnitude cost estimates for upgrades and/or replacement of audio visual equipment. The scope of work will include design and construction documents, bid assistance in creating the request for proposal (RFP), and construction administration during the construction phase of the project.

II. PROJECT BACKGROUND

A. Existing General Description

- 1. The site includes: The Board of Supervisors Chambers within the County Administrative Center (CAC), a 14-story multi-tenant commercial office

building that is currently occupied by several County departments, along with display currently located within the lobby of the CAC.

2. It is the desire of the EDA to have the ability to: Evaluate and upgrade/replace the current audio visual, electronic voting, and other electronics as needed, while designing integration into future supporting technologies for potential new VSS or electronic security upgrades.
- B. Based on our discussion we have divided the scope of work into the following phases:
1. Phase 1: Feasibility/Study Phase
 2. Phase 2: Construction Document Phase
 3. Phase 3: Bidding Phase
 4. Phase 4: Construction Administration Phase
 5. Phase 5: Alternate addition – Commissioning

III. OBJECTIVES

- A. Operational Objectives
- Provide audio visual, electronic voting, and communications systems required for effectively and efficiently conducting business between the County and the Public within the Board of Supervisors Chambers and adjacent CAC Lobby.
- B. Technical Objectives
- Determine the viability of the current audio visual systems at the facility and determine the necessary requirements for upgrade or replacement to meet the desired goals as defined by EDA. Work shall include but may not be limited to study of the systems, design constraints, and architectural issues for newly designed systems.

IV. SCOPE OF WORK

- A. Feasibility Study (Phase I)
1. Meet with identified County stakeholders, relevant EDA department representatives and other audio visual system stakeholders to review project scope, objectives and strategy.
 2. Meet with stakeholders to review existing entry/exit “experiences” and procedures

-
3. Review existing operational procedures and develop an understanding of the Riverside County, EDA audio visual and communication requirements for the site.
 4. Review the current facility architectural and engineering plans, specifications, proposal and other information regarding the site and other building requirements.
 5. Perform detailed site survey, assess and confirm the condition, viability and appropriateness of existing audio visual systems and devices, locations and conditions in place.
 6. Prepare a Feasibility Study Report delineating recommendations and options. The Feasibility Study will include:
 - a. Narrative of the existing Board Chambers audio visual (AV) system equipment and conditions, to include recommendations and options for the Board Chambers and CAC lobby displays.
 - b. Preliminary budget estimates for each recommendation and option.
 7. Present report for review and comment.
 8. Modify report based on the review comments.
- B. Construction Document Phase (Phase 2)
1. Upon reviewing the results of the final feasibility study and authorization to proceed to Phase 2, Triad Consulting will initiate design effort toward on creating construction documentation.
 2. Construction Documentation Phase shall include engineering plans, specifications and other information regarding the building requirements.
 3. Create fully integrated Construction Documents and specifications in AutoCAD 14 or later format consisting of site plans, floor plans, block diagrams, and a written description of system design which complies with EDA's objectives. Information on the drawings shall include on current architectural backgrounds (provided by EDA), AV device locations, power sources, control equipment locations, details and related notations.
 4. Coordinate design and interfacing requirements with other building components and determine appropriate implementation of the design. Coordination items will include the following:
 - a. Conduit and Power requirements
 - b. Inter-system Interfaces
 - c. Potential External System Interfaces
-

-
5. Coordinate the system requirement with other Design Team members as necessary, including a specification language transfer to each of the following relevant disciplines:
 - a. Architectural
 - b. Structural
 - c. Electrical
 - d. Information Technology
 6. Develop preliminary installation budget.
 7. Present preliminary Construction Drawings for review by EDA.
 8. Receive and Implement the review comments.
 9. Deliverables
 - a. General: Deliverables will include a 50% and 95% completion sets:
 - b. Construction Document Drawing Package Including:
 - (1) A Title Sheet
 - (2) 1/8" or 1/4" scale Floor Plans showing proposed lobby layout options
 - (3) Device locations
 - (4) Physical mounting details
 - (5) Riser Diagram
 - (6) Single Line Diagram
 - (7) Networking Diagram (if required)
 - c. CSI Format Specifications
 - d. Budget
 10. Meetings
 - a. Attend project meetings (estimate 4)
 - b. Present Construction Document Package 50% and 95% readiness. (2 meetings)
 - c. Inter-discipline coordination meetings as needed.
- C. Bidding Phase (Phase 3)
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1. Bidding Phase shall include bidding assistance for proposed project.
 2. Scope:
 - a. Coordinate RFP with County.
 - b. Provide a list of qualified bidders, if required.
 - c. Provide clarifications in answer to bidder questions.
 - d. Review bids
 3. Meetings: Attend one bid conference and one bid opening conference.
 4. Deliverable: Provide written report of the review of the bids to the EDA.
- D. Construction Administration Phase (Phase 4)
1. Construction Administration Phase proposal will be presented for providing construction administration services for proposed projects.
 2. Scope: The following work will be conducted:
 - a. Attend the following construction phase meetings:
 - (1) Contractor Kickoff Meeting
 - (2) Site progress meeting
 - (3) Pre-Acceptance Site Visit
 - (4) Acceptance Testing (2 visits)
 - b. Review Shop and Field Drawings for compliance with the contract documents
 - c. Review As-Built Drawings, by the contractor for completeness and accuracy.
 - d. Review record documents package based on as-built drawings provided by the Contractor, Operating and Maintenance Manuals, and Test Reports
- E. Commissioning Phase (Phase 5) – Alternate Additional Service
1. Commissioning is a “fine tuning” process used for critical systems that goes further than acceptance testing. It helps assure that the system performs to its fullest potential, and validates the effectiveness of the total system implementation. In relation to the goals of the EDA, Triad Consulting will:
 - a. Review system reports during initial two-weeks of system operation, and
-

- b. Provide recommendations for revisions to the system configuration, programming, or deployment.

V. TECHNOLOGY CONSULTING SERVICES FEE PROPOSAL

- A. Triad consulting proposes a fixed-fee for this work of \$64,600, not including expenses. An alternate addition for Commissioning is provided for a fixed-fee of \$15,220 should the County wish to add these service now or at a later date.

FEE PROPOSAL BY PHASE

Phase 1: Feasibility/Study Phase: AV Systems	\$19,035
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Phase 2: Construction Document Phase	\$25,825
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Phase 3: Bidding Phase	\$4,75
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Phase 4: Construction Administration Phase	\$14,960
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Total Fee	\$64,600
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Phase 5: Alternate addition - Commissioning	\$15,220
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Total Fee	\$79,820
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- B. We will bill monthly progress at our standard hourly rates

PROFESSIONAL FEES (PER HOUR)

Principal	\$205
Sr. Security Consultant	\$175
Sr. Project Manager	\$165
Sr. Engineer	\$165
AV Engineer	\$165
Designer	\$125
Project Coordinator	\$100
CAD Specialist	\$75
Administration	\$55

- C. Estimated expenses are not included in this proposal and are estimated at approximately \$380. Expenses include the costs of reproduction, messenger and delivery service, and local travel mileage.

VI. CONDITIONS/INSURANCE

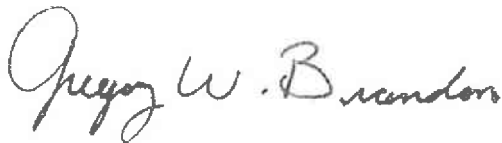
- A. Invoices are due and payable 30 days after issuance. We provide the following insurance coverage:

Professional Liability	\$1,000,000 with \$15,000 deductible
General Liability	\$2,000,000
Automobile Liability	\$2,000,000
Workers Compensation	Per Statute
Employer Liability	\$1,000,000

Triad Consulting looks forward to ensuring that the Riverside County EDA Board of Supervisors Chambers AV project is evaluated and conducted in an effective and timely manner.

Sincerely,

Triad Consulting & System Design Group, LLC



Gregory W. Brandon
Principal