

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

656A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
May 8, 2014

SUBJECT: Amendment to On-Call Coordination Services Agreement Between the County of Riverside and Green Com, Inc. All/All Districts; [\$250,000]; Funding Varies by Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve first extension of subject agreement; and
2. Authorize the Chairman of the Board to execute the same; and
3. Authorize the Director of Transportation and Land Management, or his designee, to approve future extensions as provided for in the agreement; and
4. Authorize the Director of Transportation and Land Management, or his designee, to approve no-cost time extensions to complete ongoing tasks.

Departmental Concurrence

Patricia Romo

Juan C. Perez, Director of Transportation and Land Management

Assistant Director of Transportation

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 250,000	\$ 250,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Varies by project. There are no General Funds used for this agreement. **Budget Adjustment:** N/A
For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 3, 2014
xc: Transp.

Keja Harper-Ihem
Clerk of the Board
By
Deputy

Prev. Agn. Ref.:

District: All/All

Agenda Number:

3-80

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 5/19/14

- A-30
- Positions Added
- 4/5 Vote
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Amendment to On-Call Coordination Services Agreement Between the County of Riverside and Green Com, Inc. All/All Districts; [\$250,000]; Funding Varies by Project

DATE: May 8, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

In an effort to better communicate with the public and coordinate efforts with stakeholders, the Transportation Department desires to extend the existing coordination services agreement with Green Com, Inc. The primary objective of this agreement is to have the consultant continue to develop and implement communication strategies to increase the public's awareness of planned Transportation Department projects during design and construction and to work closely with community groups, businesses, public agencies, contractors, and other stake holders to insure the highest level of communication and coordination between the County of Riverside (County) and other interested parties takes place.

Green Com, Inc. is currently providing public outreach efforts for the Fred Waring Drive widening, Clay Street Railroad Grade Separation, Magnolia Avenue Railroad Grade Separation, Sunset Avenue Railroad Grade Separation, Airport Boulevard Railroad Grade Separation, and Cajalco Road widening projects.

Impact on Residents and Businesses

This agreement will provide for public outreach and coordination with citizens, businesses, and other public entities to get input and to provide the community information on upcoming transportation improvements. It is the desire of the Transportation Department to continue working with this consultant on an "as needed" basis.

SUPPLEMENTAL:

Additional Fiscal Information

There is no General Fund money associated with this agreement and funding varies by project. Funding sources include Measure "A," Gas Tax, Transportation Uniform Mitigation Fee (TUMF), federal, state, and developer impact fees.

Contract History and Price Reasonableness

The original agreement was approved by the Board of Supervisors on May 17, 2011 (Agenda Item 3-30), and provided for an initial term of three (3)-years, with two (2) additional one (1)-year extensions. This action would provide for the first one (1)-year extension. This agreement provides for an annual amount not to exceed \$250,000 and can be terminated by the County without cause upon a thirty (30)-day written notice.

The Scope and Fee of this agreement are at or below market rate for services rendered based on comparable services. The consultant has met our needs and expectations on tasks preformed to date.

1 **1st AMENDMENT TO AGREEMENT**

2 **for On-Call Construction Coordination Services**

3 **between County of Riverside – Transportation Department**

4 **and Green Com, Inc.**

5 THIS AMENDMENT (hereinafter the "1st Amendment") to an agreement is made and entered into as of this
6 3rd day of June, 2014, by and between the County of Riverside, a political subdivision of the State of
7 California (hereinafter the "COUNTY"), and Green Com, Inc. (hereinafter "Consultant").

8 **RECITALS**

- 9 A. COUNTY and ENGINEER have entered into an agreement entitled "On-Call Construction Coordination
10 Services between County of Riverside – Transportation Department and Green Com, Inc." that is dated May
11 17, 2011 (hereinafter the "Agreement"). The Agreement provides the terms and conditions, scope of work,
12 schedule, and budget for the performance of professional and technical services necessary to provide on-call
13 construction coordination services.
- 14 B. Appendix B • Article BI establishes the time period for allowing work assignments to be authorized under the
15 original agreement. The terms and conditions specify that work assignment can be authorized until June 30,
16 2014, and that the authority to approve and execute work assignments can be modified through one-year
17 supplemental extensions. The agreement allows for two separate one-year extensions.
- 18 C. The CONSULTANT is satisfactorily performing the duties under this agreement, and the Transportation
19 Department continues to need the services provided. The parties, therefore, now desire to implement the first
20 one-year extension of the authority to approve and execute work assignments. The term of the First
21 Amendment to the Agreement shall be in effect from July 1, 2014 through June 30, 2015.
- 22 D. Appendix C • Article CV establishes the billing rates. The terms and conditions provide the CONSULTANT
23 the opportunity to request a change in billing rates, on an annual basis and in writing, subject to the approval
24 of the Director of Transportation Land Management. The CONSULTANT has requested such an adjustment
25 in order to more accurately reflect costs and staffing.

26 **AGREEMENT**

27 NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

- 28 1. The authority to authorize work assignments under this contract is hereby extended from June 30, 2014 to
29 June 30, 2015, in accordance with Appendix B • Article BI of the original agreement.

- 1 2. The authority to authorize the billing rates under this contract is hereby adjusted by incorporating the new
- 2 page C-4 consisting of one (1) page attached hereto and incorporated by this reference, in accordance with
- 3 Appendix C • Article CV of the original agreement.
- 4 3. Except to the extent specifically modified or amended hereunder, all of the terms, covenants, and conditions
- 5 of the Agreement shall remain in full force and effect between the parties hereto.

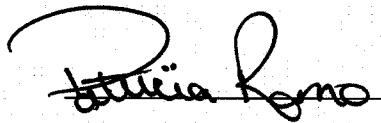
6 IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed
7 this day and year first written above.

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1 **APPROVALS**

2 **COUNTY Approvals**

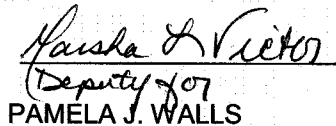
3 RECOMMENDED FOR APPROVAL:

4
5
6  Dated: 5-5-14

7 JUAN C. PEREZ

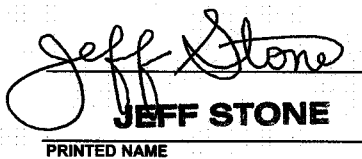
8 Director Transportation and Land Management
9 **Patricia Romo**
10 **Assistant Director of Transportation**

11 APPROVED AS TO FORM:

12
13  Dated: 5/19/14
14 **PAMELA J. WALLS**

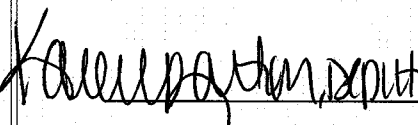
15 County Counsel

16
17 APPROVAL BY THE BOARD OF SUPERVISORS

18
19
20  Dated: JUN 03 2014
21 **JEFF STONE**
22 PRINTED NAME

23 Chairman, Riverside County Board of Supervisors

24 ATTEST:

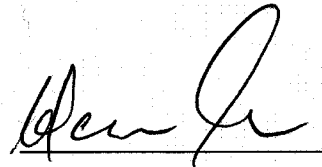
25
26
27  Dated: JUN 03 2014

28 **KECIA HARPER-IHEM**

29 Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

 Dated: 4/16/14

X Dennis Green
PRINTED NAME

X President
TITLE

CONSULTANT:

_____ Dated: _____

X
PRINTED NAME

X
TITLE



Phone (909) 800-0451
 Fax (909) 887-9769
 dennis@greecomonline.com
 www.greecomonline.com

Modifications to On-Call Coordination Services Agreement #11-04-003. This exhibit is intended to replace Page C-4 (Billing Rates dated April 5, 2011) and incorporate the fee schedule below as the new Billing Rates for the First Extension of said Agreement.

Name	Role	Hourly Base Rate	Hourly Billing Rate
Dennis Green	Project Manager	\$100.00	\$150.00
Martin Wallace	3d Video Graphics	\$75.00	\$125.00
Kimley Jones	Outreach Specialist	\$ 25.00	\$68.75
Angela Green	Admin. Asst/Outreach	\$ 25.00	\$68.75
Daisy Terraza	Translator/Outreach Specialist	\$ 25.00	\$68.75
Verna Liles	Admin. Asst/Outreach	\$ 25.00	\$68.75

Sub-Consultants

Name	Company	Role	Hourly Billing Rate
John Robles	Robles Media	Web Design/Graphics	\$ 85.00
Darcy McNaboe	Village Enterprises	Web Design/Graphics	\$ 60.00

Other Direct Costs:

Item	Costs
Black/White Copies	\$0.50/copy
Color Copies	\$0.90/copy
Toll Free Helpline	\$250/month
Phone/Computer	\$150/month (\$25 per month x 6 employee s)

RIVERSIDE OFFICE
 4344 LATHAM AVE. STE 130
 RIVERSIDE, CA 92501

MAILING ADDRESS
 5069 AUBURN AVE.
 SAN BERNARDINO, CA 92407

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

613A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
April 28, 2011

SUBJECT: On-call Construction Coordination Services Agreement between the County of Riverside and Green Com, Inc. []

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the subject agreement, and;
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The Riverside County Transportation Department is working on the delivery of an unprecedented amount of transportation infrastructure improvements in the next few years.

Juan C. Perez
Director of Transportation

(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 250,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

SOURCE OF FUNDS: Varies by project	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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 17, 2011
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.

District: All

Agenda Number:

3.30

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR
DATE: 4/29/11

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

The Honorable Board of Supervisors

RE: On-call Construction Coordination Services Agreement between the County of Riverside and Green Com, Inc.

April 28, 2011

Page 2

In order to better communicate with stakeholders and the public, the Riverside Transportation Department is planning to hire a consultant to develop and implement communication strategies to increase the public's awareness of planned Transportation Improvement projects during design and construction. The consultant will work closely with community groups, contractors, businesses, local governments, and other stakeholders to receive their early input in the design phase so that the planned improvements can serve the overall community needs. This effort will also include construction coordination to lessen impacts, better inform the public of alternative routes and traffic staging, and reduce traffic congestion during the construction phase of a project.

The Department recently issued a request for proposal for construction coordination services that was advertised in the Press Enterprise. Four firms submitted proposals and the top three firms (based on evaluation of the proposal) were interviewed. The written proposals and interviews were evaluated by representatives from the Riverside County Transportation Department and Riverside County Transportation Commission.

Green Com, Inc. was ranked as one of the top two firms by a scoring committee that also included staff from the Riverside County Transportation Commission and has been selected to provide on-call services. Green Com, Inc. will provide specific project related support to County staff to deliver the approved Transportation Improvement Program (TIP). This contract is for an annual amount not-to-exceed \$250,000 each fiscal year for a 3-year term. The County has the option to extend the contract for two (2) additional one (1) year terms following the close of the initial three (3) year term. Funding for the services provided for each assignment will come from the respective project funds. Thus, no net county cost will be incurred as a result of this contract.

The Transportation Department has used Green Com, Inc. with great success in the public communication effort underway for the I-10 interchange projects, the recent closing of the Etiwanda/Van Buren intersection, and the closure of Cajalco Road a few years ago for rehab projects.

The terms of the agreement also provide the County with the option to terminate the agreement within 30 days without cause.

Contract No. 11-04-003
Riverside County Transportation

CONSULTING ON-CALL SERVICES AGREEMENT

for

Construction Coordination Services

between

County of Riverside • Transportation Department

and

Green Com, Inc.



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CONSULTING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Green Com, Inc., hereinafter referred to as "CONSULTANT", located at the following addressees:

County of Riverside • Transportation Department	Green Com, Inc.
4080 Lemon Street, 8 th Floor	1650 Iowa Ave. Suite 160
Riverside, CA 92502	Riverside, CA 92507

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of CONSULTANT, and COUNTY activities shall be accomplished through an CONSULTING CONTRACT MANAGER, and a COUNTY CONTRACT MANAGER.

The CONSULTING CONTRACT MANAGER for CONSULTANT shall be:

Dennis Green

The COUNTY CONTRACT MANAGER for COUNTY shall be:

Khalid Nasim

ARTICLE II • DEFINITION OF WORK ASSIGNMENTS

Services provided under this contract will be performed on an on-call basis to the Riverside County Transportation Department for transportation related work assignments located throughout Riverside County. CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform the services generally described in Appendix A, Scope of Services, and more specifically described in Work Assignments to be negotiated and executed in the future as services are required. Work Assignments shall be initiated at the request of the COUNTY CONTRACT MANAGER. CONSULTANT and/or COUNTY shall prepare a written scope of work and schedule for each Work Assignment. CONSULTANT and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the CONSULTANT's billing rates. Each Work Assignment shall be memorialized in writing and approved by the Director of Transportation and by the CONSULTING CONTRACT MANAGER or authorized designee's. All services and deliverables associated with the performance and accomplishment of the covenants described in approved Work Assignments is hereinafter collectively referred to as the "WORK ASSIGNMENTS".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY may be working cooperatively with other agencies in the effort to complete WORK ASSIGNMENTS and would generally be designated as the lead agency.

B. Cooperative Agencies

It is common for COUNTY to be working cooperatively with other agencies when performing services of the type that will be performed under this contract. The cooperating agencies will hereinafter be collectively referred to as the "AGENCIES"

C. COUNTY/AGENCIES Standards

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

ARTICLE IV • CONDITIONS

A. Notifications

All notices hereunder and communications regarding interpretation of the terms of this contract 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 CONSULTING CONTRACT MANAGER or the COUNTY CONTRACT MANAGER at the respective addresses provided on page one of this contract.

B. Assignment

Without written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

C. Subcontracts

1. CONSULTANT shall perform the services contemplated with resources available within its own organization. No portion of the services pertinent to this contract shall be subcontracted without written authorization by the COUNTY CONTRACT MANAGER, except that which is expressly authorized by this contract or by a specific work assignment.
2. In the event CONSULTANT subcontracts any portion of CONSULTANT's duties under this contract, CONSULTANT shall require its subcontractors to comply with the terms of this contract in the same

1 manner as required of CONSULTANT including, but not limited to; indemnification of the COUNTY,
2 requiring the same insurance of Subcontractors as required of CONSULTANT, and having
3 Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this
4 Agreement requires CONSULTANT's insurance to name COUNTY as Additional Insured.

5 **D. Modifications**

- 6 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
7 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
8 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
9 parties hereto except for minor modifications as defined below.
- 10 2. Execution of individual Work Assignments is authorized under the terms of this contract and is not
11 considered a modification. All Work Assignments must be approved in writing by the Director of
12 Transportation and by the CONSULTING CONTRACT MANAGER or authorized designee's.
- 13 3. There shall be no change in the CONSULTING CONTRACT MANAGER or key members of the
14 CONSULTANT's team without prior written approval by the COUNTY CONTRACT MANAGER.
- 15 4. Modifications to the scope of services authorized under an approved Work Assignment can be authorized
16 by the COUNTY CONTRACT MANAGER for work that is generally consistent with the approved scope of
17 services and does not require funding in excess of the amount approved for the Work Assignment.

18 **E. COUNTY Directives**

19 CONSULTANT shall receive contract directions and interpretations from the COUNTY CONTRACT
20 MANAGER.

21 **F. Liability**

- 22 1. CONSULTANT has total responsibility for the accuracy and completeness of all work products including
23 but not limited to; brochures, press releases, program agendas, presentations, handouts, traffic
24 advisories and all other collateral material prepared under WORK ASSIGNMENTS and shall check all
25 such material accordingly. COUNTY will review all work product deliverables. The responsibility for
26 accuracy and completeness of such items remains solely that of CONSULTANT. Neither COUNTY'S
27 review or approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of
28 COUNTY'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this
29 contract.

2. The work products including but not limited to; brochures, press releases, program agendas, presentations, handouts, traffic advisories and all other collateral material furnished in accordance with the WORK ASSIGNMENTS 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 and AGENCIES. 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 is ready for use.
3. COUNTY and CONSULTANT agree that 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 designed. CONSULTANT shall not be responsible for use of such work products if used on a different project without the written authorization or approval by CONSULTANT.
4. CONSULTANT acknowledges that the work products may be used by COUNTY for the intended project regardless of any disputes that may develop between CONSULTANT and COUNTY. All work products 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.

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

1 whether or not CONSULTANT is negligent.

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

20 **H. Quality Control**

21 CONSULTANT shall implement and maintain the following quality control procedures during the
22 preparation of the work products including but not limited to; brochures, press releases, program
23 agendas, presentations, handouts, traffic advisories and all other collateral material prepared under this
24 contract. CONSULTANT shall have a quality control plan in effect during the entire time services are
25 being performed under this contract. The plan shall establish a process whereby work products are
26 checked, corrected and back-checked, and all job related correspondence and memoranda routed and
27 received by affected persons and then bound in appropriate job files. Where several work products show
28 different work in the same area, means shall be provided to avoid conflicts and misalignment in both new
29 and superseded work products. Evidence that the quality control plan is functional may be requested by

1 the COUNTY CONTRACT MANAGER. All work products and other items submitted to the COUNTY
2 CONTRACT MANAGER for review shall be marked clearly as being fully checked and that the
3 preparation of the material followed the quality control plan established for the work.

4 **I. Extra Work**

- 5 1. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY
6 CONTRACT MANAGER.
- 7 2. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY
8 shall provide extra compensation to the CONSULTANT through the approval of a separate Work
9 Assignment package. Allowable compensation for approved extra work will be based on the provisions of
10 the approved Work Assignment.
- 11 3. In the event the extra work exceeds the annual maximum budget amount authorized under the terms of
12 this contract, an amendment to this contract providing for such compensation for Extra Work shall be
13 issued by COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both
14 parties.

15 **J. Disputes**

- 16 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the
17 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
18 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon
19 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
20 unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after
21 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons
22 therefore. Except for such protests or objections as are made of record in the manner specified and
23 within the time stated herein, and except for such instances where the basis of a protest could not
24 reasonably have been foreseen by CONSULTANT within the time limit specified for protest,
25 CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or decisions
26 of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,
27 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's
28 authority.
- 29 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual

1 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
2 Association, provided that the parties mutually agree to submit to 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 work products including but not limited to; brochures, press releases, program agendas, presentations,
10 handouts, traffic advisories and all other collateral material prepared by or provided to CONSULTANT in
11 the performance of this contract. All such 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 up to the time written notice of contract cancellation is received by CONSULTANT. Payment
14 shall be made for services performed to date based upon the percentage ratio that the basic services
15 performed bear to the services contracted for, less payments made to date; plus any amount for
16 authorized, but unpaid, extra work performed and costs incurred.

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

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

23 **M. Insurance**

24 Without limiting or diminishing the CONSULTANT's obligation to indemnify or hold the COUNTY harmless,
25 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the
26 following insurance coverages and shall satisfy the following terms during the term of this contract, or for a
27 term otherwise specified herein.

- 28 1. Workers' Compensation:

29 Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California.

1 Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less
2 than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the
3 County of Riverside; and to provide a Borrowed Servant/Alternate Employer Endorsement.

4 2. Commercial General Liability:

5 Commercial General Liability insurance coverage, including but not limited to, premises liability,
6 contractual liability, completed operations, personal and advertising injury covering claims which may
7 arise from or out of CONSULTANT's actual or alleged acts or omissions during any work under this
8 contract.

9 The policy shall name, by endorsement, the County of Riverside and all Agencies, Special Districts and
10 Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors,
11 employees, agents, elected and appointed officials ("County insureds") as Additional Insureds. The policy
12 shall provide first party insurance coverage for the County insureds for any loss, suits, claims, demands,
13 actions, or proceedings caused by any alleged or actual negligence, recklessness, willful misconduct,
14 error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives
15 or any person or organization for whom CONSULTANT is responsible, arising out of or from the
16 performance of services under this contract. Indemnity coverage under the policy does not include loss,
17 suits, claims, demands, actions, or proceedings caused by actual negligence of County insureds;
18 however, any actual negligence of County insureds will only affect the duty to indemnify for the specific
19 act found to be active negligence, and will not preclude a duty to indemnify for any act or omission of
20 CONSULTANT.

21 The policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If
22 such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no
23 less than two (2) times the occurrence limit.

24 The Policy shall provide a defense to the County insureds for any loss, suits, claims, demands, actions, or
25 proceedings caused by an actual or alleged act or omission of CONSULTANT, its directors, officers,
26 partners, employees, agents or representatives or any person or organization for whom CONSULTANT is
27 responsible, arising out of or from the performance of services under this contract. A defense is required
28 if the loss, suits, claims, demands, actions, or proceedings are based on the negligence of the County
29 insureds unless the negligence of the County insureds is the sole cause of the loss, suits, claims,

1 demands, actions, or proceedings.

2 3. Vehicle Liability:

3 CONSULTANT shall maintain Liability Insurance for all owned, non-owned or hired vehicles in an amount
4 not less than \$1,000,000 per occurrence combined single limit. If CONSULTANT's vehicles or mobile
5 equipment are not to be used in the performance of the obligations under this Agreement, CONSULTANT
6 shall maintain coverage for non-owned or hired vehicles in an amount not less than \$1,000,000 per
7 occurrence combined single limit. Such non-owned or hired vehicle coverage may be included as a part
8 of the Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall
9 apply separately to this contract or be no less than two (2) times the occurrence limit. Policy shall name
10 by endorsement, the County of Riverside and all Agencies, Special Districts and Departments of the
11 County of Riverside, their respective Directors, Officers, Board of Supervisors, employees, agents,
12 elected and appointed officials as Additional Insureds.

13 4. Professional Liability:

14 CONSULTANT shall maintain Professional Liability Insurance providing coverage for performance of work
15 included within this contract, with a limit of liability of not less than \$1,000,000 per occurrence and
16 \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims-
17 made basis rather than an occurrence basis, such insurance shall continue through the term of this
18 contract. Upon termination of this contract or the expiration or cancellation of the claims made insurance
19 policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement
20 (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date
21 back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of
22 Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer.
23 Coverage provided under items; 1), 2) or 3) will continue for as long as allowed by law.

24 5. General Insurance Provisions - All lines:

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

- 1 b. The CONSULTANT must declare its self-insured retentions. If such self-insured retentions exceed
2 \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk
3 Manager before the commencement of operations under this contract. Upon notification of self
4 insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's
5 Risk Manager, CONSULTANT shall either; 1) reduce or eliminate such self-insured retentions as
6 respect to this contract with the COUNTY, or 2) procure a bond which guarantees payment of losses
7 and related investigations, claims administration, defense costs and expenses.
- 8 c. The CONSULTANT shall cause their insurance carrier(s) to furnish the COUNTY with 1) a properly
9 executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting
10 coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk
11 Manager, provide original Certified copies of policies including all Endorsements and all attachments
12 thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of
13 insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30)
14 days written notice or ten (10) days in the event of cancellation for nonpayment of premium be given
15 to the COUNTY prior to any cancellation of such insurance. In the event of a material modification or
16 cancellation of coverage, this contract shall terminate forthwith, unless the COUNTY receives, prior to
17 such effective date, another properly executed original Certificate of Insurance and original copies of
18 endorsements or certified original policies, including all endorsements and attachments thereto
19 evidencing coverages and the insurance required herein is in full force and effect. Individual(s)
20 authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for
21 each policy and the Certificate of Insurance. CONSULTANT shall not commence operations until the
22 COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of
23 endorsements or policies of insurance including all endorsements and any and all other attachments
24 as required in this Section. Submittal of certificates to County and review or approval of certificates
25 by County does not relieve CONSULTANT of its duties to provide insurance which fully complies with
26 the terms stated above.
- 27 d. It is understood and agreed by the parties hereto and the CONSULTANT's insurance company(s),
28 that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary
29 insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-

1 insured programs shall not be construed as excess.

2 e. If, during the term of this contract or any extension thereof, there is a material change in the scope of
3 services or performance of work the Risk Manager of the County of Riverside reserves the right to
4 adjust the types of insurance required under this contract and the monetary limits of liability for the
5 insurance coverages required herein, if, in the County Risk Manager's reasonable judgment, the
6 amount or type of insurance carried by the CONSULTANT has become inadequate.

7 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
8 subcontractors working under this contract.

9 **N. Conflict of Interest**

10 CONSULTANT warrants, by execution of this contract, that no person or selling agency has been
11 employed or retained to solicit or secure this contract upon an agreement or understanding for a
12 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide
13 established commercial or selling agencies maintained by CONSULTANT for the purpose of securing
14 business. For breach or violation of this warranty, COUNTY has the right to annul this contract without
15 liability, pay only for the value of the work actually performed, or in its discretion to deduct from the
16 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,
17 brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest
18 Statement prior to, during, or after execution of this contract. CONSULTANT understands that as a
19 condition of this contract CONSULTANT agrees to complete the Conflict of Interest Statement when
20 requested to do so by COUNTY.

21 **O. Legal Compliance**

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

26 **P. Nondiscrimination**

27 1. During the performance of this agreement, CONSULTANT and its Subcontractors shall not unlawfully
28 against any employee or applicant for employment because of race, religion, color, national origin,
29 ancestry, physical handicap, medical condition, marital status, age or sex. CONSULTANT and

1 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
2 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
3 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
4 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
5 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
6 and made a part hereof as if set forth in full. CONSULTANT and its Subcontractors shall give written
7 notice of their obligations under this clause to labor organizations with which they have a collective
8 bargaining or other agreement.

9 2. CONSULTANT will provide all information and reports required by the Regulations, or orders and
10 instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources
11 of information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to
12 ascertain compliance with such Regulations, orders and instructions. Where any information required of
13 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information,
14 CONSULTANT shall so certify to COUNTY, or the Federal Highway Administration as appropriate and
15 shall set forth what efforts he has made to obtain the information.

16 3. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this contract,
17 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
18 limited to:

- 19 • Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
- 20 • Cancellation, termination, or suspension of the contract in whole or in part.

21 4. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all
22 subcontracts to perform work under this contract.

23 5. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49
24 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

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

- 26 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 27 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
28 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
29 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,

1 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
2 compensation insurance and directly effect the method of prosecution of the work by CONSULTANT and
3 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties
4 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
5 required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT's certification
6 that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes
7 CONSULTANT's certification as follows: "I am aware of the provisions of Section 3700 of the California
8 Labor Code which require every employer to be insured against liability for worker's compensation or to
9 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
10 provisions before commencing the performance of the work of this contract."

- 11 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
12 wages applicable to the work, and for holiday and overtime work, including employer payments for health
13 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
14 been determined by the Director of the California Department of Industrial Relations. These wages are
15 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
- 16 4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The
17 Federal minimum wage rates for this project as determined by the United States Secretary of Labor are
18 available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour
19 Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the
20 minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates
21 determined by the Director of the California Department of Industrial Relations for similar classifications of
22 labor, the CONSULTANT and subcontractors shall pay not less than the higher wage rate. The
23 Department will not accept lower State wage rates determinations. This includes "helper" (or other
24 classifications based on hours of experience) or any other classification not appearing in the Federal
25 wage determinations. Where Federal wage determinations do not contain the State wage rate
26 determination otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT
27 and subcontractors shall pay not less than the Federal minimum wage rate which most closely
28 approximates the duties of the employees in question.
29

1 **R. Review and Inspection**

2 CONSULTANT and any Subcontractors shall permit COUNTY and/or AGENCIES to review and inspect
3 contract activities including review and inspection on a daily basis.

4 **S. Record Retention / Audits**

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

14 **T. Ownership of Data**

15 Ownership and title to all work products including but not limited to; brochures, press releases, program
16 agendas, presentations, handouts, traffic advisories and all other collateral material produced as part of
17 this contract will automatically be vested in COUNTY and no further agreement will be necessary to
18 transfer ownership to COUNTY.

19 **U. Confidentiality of Data**

- 20 1. All financial, statistical, personal, technical or other data and information which is designated confidential
21 by COUNTY or AGENCIES, and made available to CONSULTANT in order to carry out this contract, shall
22 be protected by CONSULTANT from unauthorized use and disclosure.
- 23 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
24 relating to the contract shall not authorize CONSULTANT to further disclose such information or
25 disseminate the same on any other occasion.
- 26 3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract,
27 including COUNTY or Agencies actions regarding this contract. Communication shall be limited to
28 COUNTY, Agency or CONSULTANT's staff that are involved with the project, unless CONSULTANT shall
29 be requested by COUNTY to attend a public hearing or respond to questions from a Legislative committee.

- 1 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
2 nondisclosure of the same.
- 3 5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever
4 regarding work performed or to be performed under this contract without prior review of the contents
5 thereof by COUNTY and receipt of COUNTY's written permission.

6 **V. Funding Requirements**

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

14 **ARTICLE V • PERFORMANCE**

15 **A. Performance Period**

- 16 1. This Contract shall begin upon notification to proceed by the COUNTY CONTRACT MANAGER.
- 17 2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until
18 the proposed contract is fully executed and approved by COUNTY.
- 19 3. CONSULTANT shall perform WORK ASSIGNMENT services in accordance with the provisions set forth
20 in Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference and
21 in accordance with the terms specifically set forth for each work assignment.
- 22 4. Where CONSULTANT is required to prepare and submit any work products, to COUNTY, these shall be
23 submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to
24 final submission.
- 25 5. When COUNTY determines that CONSULTANT has satisfactorily completed the WORK ASSIGNMENT
26 services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall
27 not incur any further costs hereunder unless so specified in the Notice of Final Acceptance.
28 CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has
29 satisfactorily completed all covenants as stipulated in this contract.

1 6. Time is of the essence in this contract.

2 **B. Time Extensions**

3 1. Any delay in providing WORK ASSIGNMENT services required by this contract occasioned by causes
4 beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for
5 granting an extension of time for the completion of the aforesaid work. When such delay occurs,
6 CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay
7 whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time
8 for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an
9 extension of time.

10 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
11 intended to deny CONSULTANT its civil legal remedies in the event of a dispute.

12 **C. Reporting Progress**

13 1. To ensure understanding and performance of the contract objectives, meetings between COUNTY,
14 AGENCIES, and CONSULTANT shall be held as often as deemed necessary. All work objectives,
15 CONSULTANT's work schedule, the terms of the contract and any other related issues will be discussed
16 and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as
17 appropriate.

18 **D. Evaluation of CONSULTANT**

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

20 **ARTICLE VI • COMPENSATION**

21 **A. Work Authorization**

22 CONSULTANT shall not commence performance of any WORK ASSIGNMENT services until so directed
23 by the COUNTY CONTRACT MANAGER. No payment will be made prior to approval of this contract and
24 the issuance of a Work Assignment.

25 **B. Basis of Compensation**

26 1. WORK ASSIGNMENT services as provided under this contract and as described in the Scope of
27 Services and each Work Assignment, shall be compensated for as defined in Appendix C, Budget, which
28 is attached hereto and incorporated herein by reference. The total amount of this contract is not to
29 exceed \$250,000.00 per fiscal year

Construction Coordination Services - Green Com, Inc.

- 1 2. Prior authorization in writing by the COUNTY CONTRACT MANAGER will be required before
2 CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies,
3 equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or
4 desirability of incurring such costs.
- 5 3. For purchase of any item, service or consulting work not covered in CONSULTANT's proposal and
6 exceeding \$500, with prior authorization by the COUNTY CONTRACT MANAGER, three competitive
7 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 8 4. Any equipment purchased as a result of this contract is subjected to the following: CONSULTANT shall
9 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
10 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
11 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
12 conclusion of the contract or if the contract is terminated, CONSULTANT may either keep the equipment
13 and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
14 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
15 COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair
16 market value shall be determined, at CONSULTANT's expense, on the basis of a competent independent
17 appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by
18 COUNTY, and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such
19 sale must be approved in advance by COUNTY and AGENCIES.
- 20 5. The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of
21 CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless
22 otherwise expressly so provided.
- 23 6. CONSULTANT agrees that the Code of Federal Regulations Section 49, Part 18, Uniform Administrative
24 Requirements for Grants and Cooperative Agreements to State and Local Governments shall be used to
25 determine the allowability of individual items of cost.
- 26 7. CONSULTANT also agrees to comply with Federal procedures in accordance with Office of Management
27 and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local
28 Governments.
- 29 8. In the event of errors or omissions in any work product, CONSULTANT shall perform the necessary

1 services required to correct such errors and omissions without additional charge to COUNTY.

2 **C. Progress Payments**

- 3 1. CONSULTANT shall submit separate invoices for each Work Assignment in accordance with Appendix C,
4 Budget, the executed Work Assignment and in accordance with COUNTY Engineering Services Invoicing
5 Procedures.
- 6 2. CONSULTANT shall submit an invoice each month for services performed during the preceding month.
7 Invoices shall be submitted to the COUNTY CONTRACT MANAGER.
- 8 3. Payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY
9 CONTRACT MANAGER of itemized invoices.

10 **ARTICLE VII • GIS INFORMATION**

- 11 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
12 other information, data, or documentation from County GIS (regardless of medium or format) that is provided
13 pursuant to this contract.
- 14 B. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of
15 the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.
16 CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,
17 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS
18 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
19 ownership of COUNTY GIS information.
- 20 C. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of
21 CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this contract and
22 as described within the Scope of Services or authorized Work Assignments.
- 23 D. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
24 and all liabilities, claims, actions, losses or damages relating to or arising from CONSULTANT's use of
25 COUNTY GIS information.
- 26 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
27 Additional investigation or research by CONSULTANT into other sources will be required. GIS information is
28 intended only as an information base and is not intended to replace any legal records. COUNTY has used
29 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in

1 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
2 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
3 update GIS information as often as is practically feasible. However, CONSULTANT should be aware that GIS
4 information may not be current and changes or additions to the information contained in COUNTY GIS may
5 not yet be reflected in COUNTY GIS.

6 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
7 use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES SPECIFICALLY
8 SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
9 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
10 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

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ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

[Signature] Dated: 4/23/11

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

[Signature] Dated: 4/29/11

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

[Signature] Dated: MAY 17 2011

BOB BUSTER

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

[Signature] Dated: MAY 17 2011

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

[Signature] Dated: 4/14/2011

Dennis Green

PRINTED NAME

President

TITLE

CONSULTANT:

_____ Dated: _____

PRINTED NAME

TITLE

APPENDIX A • ARTICLE AI • INTRODUCTION

A. DESCRIPTION

Services provided under this contract will be performed on an on-call basis to the Riverside County Transportation Department for transportation related Work Assignments located throughout Riverside County. CONSULTANT will provide technical, administrative, managerial and other types of services in support of day-to-day operations of COUNTY staff.

B. COORDINATION

CONSULTANT may be required to coordinate with other involved agencies. Coordination may include, but will not necessarily be limited to the following:

- Relevant Cities
- CALTRANS
- Regional Water Quality Control Board
- Federal Highway Administration
- Federal and State Resource Agencies
- Utility Companies

All meetings with outside agencies will be scheduled by CONSULTANT with approval of COUNTY.

C. STANDARDS

Standards will be determined on an assignment by assignment basis.

D. KEY PERSONNEL

The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, CONSULTANT may substitute other personnel of at least equal competence only after prior written approval by the COUNTY CONTRACT MANAGER has been secured. The key personnel for performance on this contract are:

Name	Position
Dennis Green	President/ Consulting Contract Manager

ARTICLE AII • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT

1. The CONSULTING CONTRACT MANAGER will maintain ongoing liaison with the COUNTY CONTRACT MANAGER and other effected agencies to promote effective coordination during the course of working on assignment.

B. COST ACCOUNTING

1. The CONSULTANT will prepare monthly reports of expenditures for each on-call assignment.

1 Expenditures include direct labor costs, other direct costs and subconsultant costs. These reports will be
2 included as supporting data for invoices presented to the COUNTY every month.

3 **C. SCHEDULING**

- 4 1. Schedules will be prepared for each specific assignment.

5 **ARTICLE AIII • SCOPE OF WORK**

6 The scope of work for this contract is to provide on-call services to the Riverside County Transportation
7 Department for transportation related Work Assignments located throughout Riverside County. Services will be
8 performed at the request of the COUNTY CONTRACT MANAGER. CONSULTANT and/or COUNTY shall
9 prepare a written scope of work and schedule for each Work Assignment. CONSULTANT and COUNTY shall
10 negotiate and establish a budget that is consistent with the scope of work and the CONSULTANT's billing rates as
11 provided in Appendix C. Each Work Assignment shall be memorialized in writing and approved by the Director of
12 Transportation and by the CONSULTING CONTRACT MANAGER or authorized designee's. The yearly sum of
13 the authorized budget for CONSULTANT's WORK ASSIGNMENTS shall not exceed the maximum annual
14 amount as defined in Appendix C.

15 CONSULTANT will provide on-call support services to assist COUNTY with the development and implementation
16 of communications and public relations strategies that increase the public's awareness of planned projects,
17 enhances the COUNTY's image and maximizes media opportunities. Services to be performed by
18 CONSULTANT may include but are not limited to the following:

19 **A. PROJECT COORDINATION**

20 Assist the Transportation Department in informing the general public and coordinating with relevant agencies
21 regarding selected roadway and interchange projects. Assistance in this effort may be provided through the
22 development and implementation of web sites, brochures, press releases and/or other reasonable means to
23 coordinate the project implementation.

24 **B. SPECIAL EVENTS**

25 Assist with the preparation and presentation of special events, such as public meetings, public hearings,
26 ground breakings, ribbon cuttings and speaking engagements. Provide support in all aspects including
27 media relations, audio-visual support, photography, staging, program agenda, and collateral material.

28 **C. PUBLIC RELATIONS COUNSEL**

29 Provide public relations counsel to senior management.

1 **D. PUBLIC CONTACT**

2 Provide a Toll-Free hotline to log and respond to public inquires.

3 **E. SAFETY CAMPAIGN**

4 Facilitate and coordinate the implementation of project safety programs.

5 **F. BUSINESS SUPPORT**

6 Assist businesses in order to reduce or minimize project impacts.

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APPENDIX B • ARTICLE BI • INTRODUCTION

CONSULTANT shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Schedule of Services. This agreement shall permit the issuance of Work Assignments until June 30, 2014. COUNTY and CONSULTANT may enter into a one-year supplemental extension to this contract for the purpose of authorizing work assignments. This contract may be extend up to two times, for a period not to exceed two years from the original date of the contract. All authorized WORK ASSIGNMENTS shall be completed within two years of the final authorized date for approving WORK ASSIGNMENTS. All Covenants set forth in this agreement shall therefore be completed by June 30, 2018, unless extended by supplemental agreement.

Contract expiration time frames for issuance of work authorizations...

Agreement	Contract Execution Date to June 30, 2014	
Supplement 1	July 1, 2014 to June 30, 2015	(Requires Board Authorization)
Supplement 2	July 1, 2015 to June 30, 2016	(Requires Board Authorization)

Deliverables schedules will be prepared for each specific Work Assignment that CONSULTANT is assigned.

1 Satisfactory performance and completion of the services under this Agreement shall be compensated based upon
2 the Fee Schedule outlined below and based on a negotiated budget for each specific work assignment.

3 COUNTY will compensate CONSULTANT for hours worked by CONSULTANT's staff in performance of the work
4 in accordance with the attached Fee Schedule. Actual costs for a Work Assignment shall not exceed the
5 estimated costs. If actual costs exceed the estimated costs, a new separate Work Assignment and associated
6 fee must be authorized for the additional services. The sum of the WORK ASSIGNMENTS during each year shall
7 not exceed the maximum annual amount.

8 **APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION**

9 Compensation for the Services will be comprised of the following elements: DIRECT LABOR COSTS, OTHER
10 DIRECT COSTS and OUTSIDE SERVICES.

11 **A. DIRECT LABOR COSTS**

12 Direct Labor costs shall be paid in an amount equal to the billing rates provided in section ARTICLE CV •
13 BILLING RATES. Billing rates for staff positions not listed in the billing rates will be based on negotiated rates
14 for each

15 **B. OTHER DIRECT EXPENSES**

16 Additional Direct Costs, directly identifiable to the performance of the services of this Agreement, shall be
17 reimbursed at the rates defined in each work assignment, or at actual invoiced cost.

18 Travel by air and travel in excess of 100 miles from CONSULTANT's office nearest to COUNTY's office must
19 have COUNTY's prior written approval to be reimbursed under this Agreement.

20 **C. OUTSIDE SERVICES**

21 Outside services shall be paid in accordance with the negotiated cost proposal for each Work Assignment.

22 **ARTICLE CII • INVOICING**

23 CONSULTANT shall submit invoices in accordance with the Engineering Services Agreement ARTICLE VI •
24 COMPENSATION and with the following requirements.

- 25 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed
26 in writing by the COUNTY CONTRACT MANAGER.
- 27 2. Billings for direct labor, other direct expenses and outside services shall be included in CONSULTANT's
28 monthly invoice submittals and shall be in conformance with the COUNTY Engineering Services Invoicing
29 Procedures.

3. The charges for each individual assigned under this Agreement shall be listed separately.
4. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation such as invoices, telephone logs, etc.
5. Each invoice shall bear a certification signed by the CONSULTING CONTRACT MANAGER or an officer of the firm, which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

ARTICLE CIII • PAYMENT

Progress payments shall be made in accordance with the Engineering Services Agreement ARTICLE VI • COMPENSATIONS.

ARTICLE CIV • COST PROPOSAL

The total annual amount of services to be performed under this contract is not to exceed \$250,000 unless approved in writing by COUNTY.

Annual Budget Amounts...

Year	Amount
Contract Execution Date to June 30, 2012	\$250,000
July 1, 2012 to June 30, 2013	\$250,000
July 1, 2013 to June 30, 2014	\$250,000
July 1, 2014 to June 30, 2015	\$250,000 (Extension requires Board Authorization)
July 1, 2015 to June 30, 2016	\$250,000 (Extension requires Board Authorization)

ARTICLE CV • BILLING RATES

Billing Rates are given below and are subject to the following:

A. PREMIUM OVERTIME

Billing Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this contract. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

B. BILLING RATES

Billing Rates shown herein are in effect for three years following the effective date of the contract. Thereafter, CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT shall notify

COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the County Director of Transportation, or his designee.

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BILLING RATES WORKSHEET

COMPANY: Green Com Inc.	SCOPE OF WORK: Construction Coordination Services	DATE: April 5, 2011
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BILLING RATES

STAFF NAME	TITLE	RATE
Dennis Green	Project Manager	\$135.00
John Robles	Web/Graphic Design / Asst. Proj Mngr	\$85.00
Karlie Gray	Public Outreach Specialist	\$48.00
Noelle Afualo	Public Outreach Specialist	\$135.00
Evelyn French	Public Outreach Specialist	\$86.00
Heather McGuffin	Graphic Design	\$50.40
Herberta Olive	Administrative Support	\$30.00