

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



ITEM: 3.23
(ID # 14761)

MEETING DATE:

Tuesday, April 13, 2021

FROM: TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA):

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA): Approve the Professional Services Agreement with Matrix Design Group, Inc. for On-Call ALUC services to complete the County's March Air Base Reserve Compatible Use Study (CUS) through December 31, 2022; Districts 1 and 5. [Total Cost: \$320,000 Total Aggregate cost, and up to \$32,000 in Additional Compensation - 100% Grant Revenue] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Approve** the professional services agreement for On-Call ALUC services to complete the County's March Air Base Reserve Compatible Use Study with Matrix Design Group, Inc. as other than lowest cost for a total maximum contract amount of \$320,000 through December 31, 2022;
2. **Authorize** the Chairwoman of the Board to sign the aforementioned agreement on behalf of the County;
3. **Authorize** the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of grant funding and as approved by County Counsel to: (a) sign amendments that exercise the options of each of the foregoing agreement, including modifications of the scope of services that stay within the intent of said agreement; and (c) sign amendments to the compensation provisions that do not exceed 10% of the total cost of the agreement; and
4. **Approve** and direct the Auditor-Controller to make the budget adjustment as shown on Attachment B.

ACTION: Policy, 4/5 Vote Required

Charissa Leach, Interim TLMA Director

4/2/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: April 13, 2021
xc: TLMA, AUDITOR

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 110,000	\$ 180,000	\$ 320,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Grant Revenue			Budget Adjustment: Yes	
			For Fiscal Year: 20/21-22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 4, 2020 by Resolution 2020-187 the Board of Supervisors approved the application and accepted of the Community Planning Assistance Grant from the Department of Defense, Office of Economic Assistance to provide funding for the preparation of the March Air Reserve Base Compatible Use Study (CUS). The CUS will update the 2010 March Joint Land Use Study. The Grant total amount of \$630,000 included retaining a consultant at the cost of \$320,000.

This consulting agreement is to implement the preparation of the March ARB CUS. The Cities of Riverside, Moreno Valley, Perris and the County of Riverside and the March Joint Powers Authority will participate cooperatively in the CUS. The CUS will guide implementation of appropriate measures to assure compatible development around March ARB.

Impact on Residents and Businesses

Residents, businesses, and development applicants have benefitted from the continued operation of March Air Reserve Base as a vital component of the regional economy estimated to be approximately \$579 million annually. Protection of its operational capacity is vital to the local and regional economies.

Additional Fiscal Information

A budget adjustment will be necessary to increase Appropriation for the Professional Services account and increase Grant revenues. Subsequent FY costs will be adjusted based on future approved budgets. The on-call services will be funded 100% by grant reimbursement. No dollar amount of work is guaranteed. The basis of work will be "as needed" for the March Air Base Reserve Compatible Use Study. The current fiscal year has an estimated cost of \$110,000, FY 21/22 is estimated at \$180,000 with the total contract aggregate value of the remaining \$30,000 for FY 22/23.

Contract History and Price Reasonableness

On August 27, 2020 Purchasing and Fleet Services released Request for Proposal (RFP) TLARC-703, on behalf of Airport Land Use Commission for On-Call ALUC services to complete the County's March Air Base Reserve Compatible Use Study. The RFP was advertised publicly, and a notification was sent to the incumbent. The RFP closed on September 30, 2020, with four

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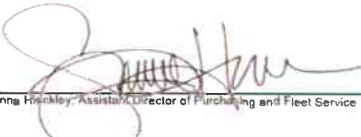
proposals received (Stantec, Mead & Hunt, Matrix Design Group and Michael Baker International) in response to the RFP. These proposals were evaluated based on their scope of work, experience and the cost proposed to complete this project. The evaluation committee reviewed each proposal and after their thorough review, the evaluation committee determined that Matrix Design Group, Inc. to be the most responsive and responsible consultant based on their technical expertise within a one-point score difference and \$30 cost difference over the highest technical scoring and lower cost consultant.

ATTACHMENTS:

ATTACHMENT A. Agreement with Matrix Design Group, Inc.

ATTACHMENT B. Budget Adjustment

ATTACHMENT C. Matrix Cost Matrix



Suzanne Hickley, Assistant Director of Purchasing and Fleet Service

3/26/2021



Jason Farin, Principal Management Analyst

4/6/2021



Gregory Priapos, Director County Counsel

4/2/2021

PROFESSIONAL SERVICE AGREEMENT

for

**CONSULTING SERVICES
MARCH AIR RESERVE BASE COMPATIBLE USE STUDY**

between

COUNTY OF RIVERSIDE

and

MATRIX DESIGN GROUP, INC.



APR 13 2021 3.23

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This Agreement, made and entered into this ____ day of _____, 2021, by and between Matrix Design Group Inc., a California corporation (herein referred to as "CONTRACTOR" or "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 31, 2022, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside COUNTY Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$320,000 (Three Hundred and Twenty Thousand) in aggregate including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

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

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

TLMA-Airport Land Use Commission
4080 Lemon Street
Riverside, CA 92501
Attn: Fiscal Services, 14th Floor

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number TLARC-91817-00001-12/22; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

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

5. Termination

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

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

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

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

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

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

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

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

8. Inspection of Service; Quality Control/Assurance

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

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

9. Independent Contractor/Employment Eligibility

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

employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all applicable federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

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

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

12. Licensing and Permits

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

COUNTY of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

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

14. Non-Discrimination

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

15. Records and Documents

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

16. Confidentiality

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

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

17. **Administration/Contract Liaison**

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

18. **Notices**

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

COUNTY OF RIVERSIDE

Transportation Land Management Agency
Airport Land Use Commission
4080 Lemon Street
Riverside, CA 92501
Attn: Simon Housman

CONTRACTOR

Matrix Design Group, Inc.
2020 N Central Ave Suite 1140
Phoenix, AZ 85004
Attn: Mike Hrapla

19. **Force Majeure**

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

20. **EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. **Insurance**

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the COUNTY of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. 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 CONTRACTOR'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.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) 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.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$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 County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, 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 modifications, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives,

prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

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

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

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: Karen S. Spiegel
Karen Spiegel, Chairman
Board of Supervisors

Dated: 04/13/2021

MATRIX DESIGN GROUP, INC

By: Mike Hrapla
Mike Hrapla
Senior Vice President

Dated: 3/3/2021

ATTEST:
Kecia Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
COUNTY Counsel

By: Raymond M. Mistica
Raymond M. Mistica
Deputy COUNTY Counsel

Exhibit A
Scope of Services

1. **CONSULTANT shall Collect, evaluate and coordinate with prior studies and plans creating a mutually accepted starting point.**

The CONSULTANT shall collect, review evaluate and coordinate with the 2010 JLUS, 2014 ALUCP, 2014 ALUCP EIR, and the 2018 AICUZ; and storm water, ground water, glare, and other studies and plans already developed by other agencies. This shall create a mutually accepted base for the Study report. This shall include the first community outreach event to present an overview of the project at an initial meeting

2. **CONSULTANT shall study land use compatibility policies, storm water, ground water, solar glare, and other challenges and evaluate alternative approaches to these challenges.**

There is a necessity for early identification of key land use compatibility policies, and storm water, ground water, solar glare, and other challenges evolving from land use development around March ARB. Preliminary impacts previously identified by the USAF include but are not limited to:

- a. Population densities in the vicinity of March ARB increasing encroachment pressure shall be analyzed and recommendations made;
- b. Rising groundwater conditions that increase flooding potential shall be analyzed and recommendations to lower ground water levels made;
- c. Storm water and flooding potential caused by development around the installation shall be analyzed and regional storm water infrastructure recommendations made;
- d. Study of clear zones/accident potential zones to harmonize local Land Use Plans with DoDI 4165.57;
- e. Landscaping potential to attract wildlife causing Bird Aircraft Strike Hazards (BASH) shall be analyzed and best practices recommended for inclusion in the Amended March ALUCP;
- f. Increased glare from passive reflective roof surfaces and solar panel/photovoltaic development shall be analyzed and recommendations for improved glare study standards and methodology consistent with the AICUZ for inclusion in the Amended ALUCP as best practices to reduce impacts on air operations;
- g. Mitigating land use and traffic impacts within clear zones shall be analyzed and recommendations made for inclusion in AOI circulation plans;
- h. Increasing the resiliency of the base by acquiring redundant utility connections as protection against natural and man-made disasters shall be analyzed and recommendations made;
- i. Improving the Anti-Terrorism Force Protection by strengthening the March ARB perimeter. The boundary was designed prior to 2001 and includes a meandering fence line and geographically separated facilities. Analyze and make recommendations on steps to improve the perimeter defenses and relocate facilities inside the perimeter fence.
- j. Study adjusting development restrictions in surrounding jurisdictions based on the 2018 AICUZ noise contours and revised criteria in the updated 2011 California Airport Land Use Handbook for inclusion in the Amended March ALUCP.

After identifying the challenges, the CONSULTANT shall evaluate mitigation measures. The CONSULTANT shall then build a consensus of the best mitigation methods and analyze the steps and cost to implement those methods.

3. Gather Prior Studies

The CONSULTANT shall interact and gather information from Independent Expert Consultants. Issues of storm water flood control and rising ground water require expertise in local conditions which includes but is not limited to prior studies and field experience in local conditions. That expertise is available from employees of Riverside County Flood Control Department, Eastern Metropolitan Water Agency and Western Metropolitan Water Agency.

The March WG shall make the initial recommendations for inclusion of mitigation measures in the draft Study report.

4. Initial Draft Study Report March CUS ARB Compatible Use Study Update.

This is the first comprehensive draft of the Study report containing the detailed program analysis and recommendations for updating the ALUCP and best practices for mitigating the other challenges from development around the base.

5. Analysis/Editing/Revisions to the Study Report.

The budget for analysis, editing, and revisions of the Study report includes the CONSULTANT's and Project Director's time and resources for the first internal review by the Policy Committee and responsible agencies, which is likely to substantially revise the report. The second review is the public review, which is likely to result in further comments. The Study report shall be finalized and ready for adoption upon incorporating comments from the second public review. This includes the second community outreach event to provide an update on the status of the study.

6. Community Outreach, Presentations at the Community Workshops (3 meetings), Brochure and Educational Materials, Website Publishing and Social Media.

Three public community meetings are planned at key intervals: the initial meeting, the presentation of the draft Study report for comments, and presentation of the final Study report. The budget for those meetings, including renting the venue and host supplies are included in those steps.

Additional Community Outreach shall include:

Website domain and social media outlet setup and its contents shall be owned by RCALUC. The maintenance and publishing shall be predominately performed by the CONSULTANT, with RCALUC release approval prior to posting. All information shall be posted on the temporary project website with links to and from the RCALUC, March ARB and March JPA websites. The website shall provide information on the status of the project, including project schedules, scope of work, and Study report drafts in pdf form.

A print study brochure shall be produced and published by the CONSULTANT and disseminated by the RCALUC.

7. Study Adoption Coordination.

The adoption of the Study report shall require time and resources by the CONSULTANT and Project Director to attend hearings at the Cities of Riverside, Moreno Valley, and Perris; Riverside County; Airport Land Use Commission; and March JPA. This includes the third community outreach meeting to present the final Study report

8. Monthly Summary Report

The CONSULTANT shall provide a Monthly Summary Report to RCALUC by the 15th workday of each month following the previous month in which services were provided. The report shall include, but is not limited to:

- a. Status on each numbered task identified above and the estimated date of completion of the current numbered task.
- b. Progress on completion of any portion of a previous numbered task which was not completed before moving on to the next – current numbered task.
- c. Fees and costs incurred and billed in the month and allocated to the appropriate numbered task.
- d. Causes for delay or obstacles identified in the completing the current numbered task.
- e. Causes for delay or obstacles identified in approaching the next numbered task.

9. Failure to Report

CONSULTANT shall document and report to RCALUC for services rendered. The CONSULTANT must submit the report within 30 business days of the program or service.

Exhibit B

PAYMENT PROVISIONS

(SEE ATTACHED PROJECT COST MATRIX)

**Attachment B – Budget Adjustment
FY 20/21
TLMA - AIRPORT LAND USE COMMISSION**

Increase Estimated Revenue:

22650-3130800000-755680	CA- Other Operating Grants	\$110,000
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Increase Appropriation:

22650-3130800000-525440	Professional Services	\$110,000
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Exhibit B

PAYMENT PROVISIONS

Project Timeline Cost Matrix

Task #	Task Description	Project Director - Exec VP		Project Manager - Exec VP		Deputy PM - Senior Consultant		AICP Planner - Consultant III		MID Planner - Consultant II		JR Planner - Consultant I		Lead Engineers - Senior Associate		PE Engineer - Consultant III		Engineer - Consultant II		Environmental - Professional III		Economist - Consultant III		Senior GIS - Senior Associate		GIS - Professional I		Graphics - Staff V		ADMIN - Professional I		SME - Subcontractor		Total Hours	Total Cost per Task
		Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$		
1.0	Collect, evaluate and coordinate with prior studies and plans creating a mutually accepted starting point	8	\$ 1,800	25	\$ 5,625	30	\$ 4,200.00	30	\$ 3,750	20	\$ 2,300	20	\$ 1,960		\$ -	4	\$ 500	18	\$ 2,070	18	\$ 1,980	4	\$ 500	8	\$ 1,120.00	32	\$ 2,720		\$ -	8	\$ 784	12	\$ 1,860	225	\$ 29,309
	Subtotal	8	\$ 1,800	25	\$ 5,625	30	\$ 4,200.00	30	\$ 3,750	20	\$ 2,300	20	\$ 1,960	0	\$ -	4	\$ 500	18	\$ 2,070	18	\$ 1,980	4	\$ 500	8	\$ 1,120.00	32	\$ 2,720	0	\$ -	8	\$ 784	12	\$ 1,860	225	\$ 29,309
2.0	Study land use compatibility policies, storm water, ground water, solar plans, and other challenges and evaluate alternative approaches to these challenges	8	\$ 1,800	30	\$ 6,750	50	\$ 7,000.00	54	\$ 6,750	48	\$ 5,520		\$ -	0	\$ -	12	\$ 1,500	12	\$ 1,380	0	\$ -	0	\$ -	8	\$ 1,120.00	18	\$ 1,530		\$ -	20	\$ 1,960	24	\$ 3,720	260	\$ 35,310
	Subtotal	8	\$ 1,800	30	\$ 6,750	50	\$ 7,000.00	54	\$ 6,750	48	\$ 5,520	0	\$ -	0	\$ -	12	\$ 1,500	12	\$ 1,380	0	\$ -	0	\$ -	8	\$ 1,120.00	18	\$ 1,530	0	\$ -	20	\$ 1,960	24	\$ 3,720	260	\$ 35,310
3.0	Gather Prior Studies	8	\$ 1,800	24	\$ 5,400	20	\$ 2,800.00	20	\$ 2,500	20	\$ 2,300	30	\$ 2,940	10	\$ 1,750	32	\$ 4,000	32	\$ 3,680	32	\$ 3,520	8	\$ 1,000	18	\$ 2,520.00	18	\$ 1,530		\$ -	20	\$ 1,960	40	\$ 6,200	292	\$ 37,700
	Subtotal	8	\$ 1,800	24	\$ 5,400	20	\$ 2,800.00	20	\$ 2,500	20	\$ 2,300	30	\$ 2,940	10	\$ 1,750	32	\$ 4,000	32	\$ 3,680	32	\$ 3,520	8	\$ 1,000	18	\$ 2,520.00	18	\$ 1,530	0	\$ -	20	\$ 1,960	40	\$ 6,200	292	\$ 37,700
4.0	Final Draft Study Report March CUS ARB Comparable Use Study Update	12	\$ 2,700	40	\$ 9,000	48	\$ 6,720.00	40	\$ 5,000	20	\$ 2,300	40	\$ 3,920	18	\$ 3,150	24	\$ 3,000	38	\$ 4,370	24	\$ 2,640	16	\$ 2,000	20	\$ 2,800.00	40	\$ 3,400		\$ -	40	\$ 3,920	28	\$ 4,340	420	\$ 54,920
	Subtotal	12	\$ 2,700	40	\$ 9,000	48	\$ 6,720.00	40	\$ 5,000	20	\$ 2,300	40	\$ 3,920	18	\$ 3,150	24	\$ 3,000	38	\$ 4,370	24	\$ 2,640	16	\$ 2,000	20	\$ 2,800.00	40	\$ 3,400	0	\$ -	40	\$ 3,920	28	\$ 4,340	420	\$ 54,920
5.0	Analysis/Editing/Revisions to the Study Report	12	\$ 2,700	32	\$ 7,200	40	\$ 5,600.00	40	\$ 5,000	40	\$ 4,600	40	\$ 3,920	12	\$ 2,100		\$ -	24	\$ 2,760	12	\$ 1,320	24	\$ 3,000	12	\$ 1,680.00	40	\$ 3,400	28	\$ 3,080	40	\$ 3,920	40	\$ 6,200	396	\$ 50,280
	Subtotal	12	\$ 2,700	32	\$ 7,200	40	\$ 5,600.00	40	\$ 5,000	40	\$ 4,600	40	\$ 3,920	12	\$ 2,100	0	\$ -	24	\$ 2,760	12	\$ 1,320	24	\$ 3,000	12	\$ 1,680.00	40	\$ 3,400	28	\$ 3,080	40	\$ 3,920	40	\$ 6,200	396	\$ 50,280
6.0	Community Outreach, Presentations at the Community Workshops (3 siting), Brochure and Educational Materials, Website Publishing and Social Media	24	\$ 5,400	60	\$ 17,500	60	\$ 8,400.00	54	\$ 6,750	20	\$ 2,300	40	\$ 3,920		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 680	32	\$ 3,520	50	\$ 4,900	48	\$ 7,440	348	\$ 49,370
	Subtotal	24	\$ 5,400	60	\$ 17,500	60	\$ 8,400.00	54	\$ 6,750	20	\$ 2,300	40	\$ 3,920	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 680	32	\$ 3,520	50	\$ 4,900	48	\$ 7,440	348	\$ 49,370
7.0	Study Adoption Coordination	12	\$ 2,700	40	\$ 9,000	42	\$ 5,880.00	24	\$ 5,400	20	\$ 2,300		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	24	\$ 5,400	48	\$ 4,704	20	\$ 3,100	210	\$ 35,384
	Subtotal	12	\$ 2,700	40	\$ 9,000	42	\$ 5,880.00	24	\$ 5,400	20	\$ 2,300	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 5,400	48	\$ 4,704	20	\$ 3,100	210	\$ 35,384
8.0	Monthly Summary Report	12	\$ 2,700	36	\$ 8,100	30	\$ 4,700.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	18	\$ 1,764		\$ -	96	\$ 16,764
	Subtotal	12	\$ 2,700	36	\$ 8,100	30	\$ 4,700.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	18	\$ 1,764	0	\$ -	96	\$ 16,764
9.0	Failure to Report	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Total Hrs and Rate:		96	\$ 21,600	287	\$ 64,575	320	\$ 44,800	282	\$ 35,150	188	\$ 21,620	170	\$ 16,660	40	\$ 7,000	72	\$ 9,000	124	\$ 14,260	86	\$ 9,460	52	\$ 6,500	66	\$ 9,240	156	\$ 13,260	84	\$ 12,000	244	\$ 23,912	212	\$ 12,860	3247	\$ 101,037
																												Direct Cost	\$ 10,963.00						
																												Grand Total Project Cost:	\$ 320,000						