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



ITEM: 3.75 (ID # 25688) MEETING DATE: Tuesday, August 27, 2024

FROM : TLMA - AVIATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Approve the Professional Services Agreement with Square Signs LLC dba Front Signs. for the Design & Construction of an Entrance Monument Sign at The Jacqueline Cochran Regional Airport; District 4. [\$298,383 Total Aggregate Cost; up to \$29,800 in additional compensation - Unincorporated Communities Initiative Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

- <u>Approve</u> the Professional Services Agreement with Square Signs LLC dba Front Signs. for the Design & Construction of an Entrance Monument Sign at The Jacqueline Cochran Regional Airport for a total aggregate amount of \$298,383 and up to \$29,800 in additional compensation, and authorize the Chair of the Board to sign three (3) copies of the Agreement on behalf of the County;
- <u>Direct</u> the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to Riverside County Transportation and Land Management Agency for distribution;
- 3. <u>Authorize</u> the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) (c) issue Purchase Orders for the goods and/or services that do not exceed the approved amounts; and
- 4. <u>Approve and Direct</u> the Auditor-Controller to make the budget adjustment shown on Schedule A.

ACTION:4/5 Vote Required, Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	August 27, 2024
XC:	TMLA-Aviation

Kimberly A. Rector Clerk of the Board By: Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$328,183	\$0	\$328,183	\$ 0
NET COUNTY COST	\$ 0	\$0	\$0	\$ 0
SOURCE OF FUNDS: 100% Unincorporated Communities Initiative Funds			Budget Adjus	stment: Yes
			For Fiscal Ye	ar: 24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

<u>Summary</u>

The County of Riverside Aviation Department completed a Request for Proposal from qualified Proposers for Design & Construction of an Entrance Monument Sign at the Jacqueline Cochran Regional Airport. This project shall include the design and construction of the entry monument sign. The monument sign shall be placed at the entrance of the Jacqueline Cochran Regional Airport between Airport Boulevard and Higgins Drive. The sign will supplant the existing concrete signage located on the center median of the entrance road. The median is about 1,050 feet long and 12 feet wide.

The Purpose is to develop a visually striking and representative entry monument design that reflects the identity and character of the airport and the region it serves. The design incorporates the current nature of the airport which predominantly consists of business jet traffic. Proposers must ensure that the monument is visually appealing during the day and has adequate lighting for nighttime visibility.

The proposed design is in line with the specific recommendations on the size and type of signage to best fit on the current site and design sketches with detailed cost estimates. This signage should be designed to attract, welcome, inform the public and bring awareness to Jacqueline Cochran Regional Airport at a major intersection within the community. The sign must also include a County of Riverside logo.

The request before the Board is for the approval of an agreement with Square Signs LLC dba Front Signs. for the purchase and approval of the design, construction, and installation of a new static monument sign that is visible to traffic traveling on Airport Boulevard for a total aggregate amount of \$298,383 and up to \$29,800 in additional compensation. This project will create entry signage that welcomes citizens to the Thermal airport.

Impact on Residents and Businesses

There is no negative impact on the citizens or businesses in the County of Riverside.

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Additional Fiscal Information

Total aggregate cost by the County to Square Signs LLC dba Front Signs, shall not exceed \$298,383 and up to \$29,800 in additional compensation. This project is 100% funded by the Unincorporated Communities Initiative Funds that was received in FY 23/24. The cost was unknown as the contract was not awarded at that time. Therefore, a budget adjustment is needed to increase the appropriation in FY 24/25. No additional General Fund support is needed to provide this added service.

Contract History and Price Reasonableness

In February 2024 Purchasing and Fleet Services released a Request for Proposal (RFP) # AVARC-RFP-23-0014, on behalf of TLMA/Aviation for the Design & Construction of an Entrance Monument Sign at The Jacqueline Cochran Regional Airport. The RFP documents were posted publicly and linked to the County website and 153 potential bidders were notified and 30 accessed the RFP documents. The RFP closed on March 14, 2024, with one bid proposal received in response to the RFP by Square Signs LLC dba Front Signs. The proposal was thoroughly reviewed, and the bidder was interviewed on their Design, experience and the cost proposed to provide this service. After coordination with airport stakeholders on the sign design, Square Signs LLC dba Front Signs, was recommend awarding as the lowest, responsive responsible bidder.

ATTACHMENTS

ATTACHMENT A. <u>Professional Services Agreement with SQUARE SIGNS LLC DBA</u> <u>FRONT SIGNS</u> ATTACHMENT B. <u>Schedule A Budget Adjustment Request</u>

Principal Management Analyst

ristine Bell_Vala 8/21/2024

8/19/2024

8/19/2024

PROFESSIONAL SERVICE AGREEMENT

for

DESIGN & CONSTRUCTION OF AN ENTRANCE MONUMENT SIGN AT THE JACQUELINE COCHRAN REGIONAL AIRPORT

between

COUNTY OF RIVERSIDE

and

SQUARE SIGNS LLC DBA FRONT SIGNS



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This Agreement is made and entered into this _____day of _____, 2024, by and between SQUARE SIGNS LLC DBA FRONT SIGNS, a limited liability company, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

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

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. <u>Period of Performance</u>

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon Effective Date 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. <u>Compensation</u>

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 two hundred ninety-eight thousand three hundred and eighty-three dollars (\$298,383) 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 copies of invoices to:

Transportation Land Management Agency Aviation Department 4080 Lemon Street Riverside, CA 92501 Attn: Fiscal Services, 14th Floor and email the duplicate copies of invoices to: <u>tlmaacctspay@rivco.org</u>

- 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 (AVARC-90625-00001-06/25); 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. <u>Alteration or Changes to the Agreement</u>

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 thirty (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. <u>Termination</u>

5.1 COUNTY may terminate this Agreement without cause upon thirty (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. <u>Ownership/Use of Contract Materials and Products</u>

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. <u>Conduct of Contractor</u>

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 any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results. During the period of performance of this Agreement and for one (1) year after the Agreement is terminated, CONTRACTOR shall not indirectly or directly solicit to hire, any individual who is employed by COUNTY.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all 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. <u>Non-Discrimination</u>

CONTRACTOR shall not 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. §12101 et seq.) and all other applicable laws or regulations.

15. <u>Records and Documents</u>

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 (5) 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. <u>Confidentiality</u>

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. <u>Notices</u>

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 (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY TLMA 4080 Lemon Street, 14th Floor Riverside, CA 92501 Attn: Procurement

CONTRACTOR

Square Signs LLC dba Front Signs 3520 Valhalla Drive Burbank, CA 91505 Attn: Gevorg Hambardzumyan

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (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's 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. Policy shall name the COUNTY as Additional Insureds.

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 \$2,000,000 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 Insured.

C. Vehicle Liability:

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

D. 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 a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) 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 any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do

5) 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.

6) 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 Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

9) 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. <u>General</u>

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.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital

signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.14 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.

[Signature Page Follows]

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: Chuck Washington

Chair, Board of Supervisors

Dated:

ATTEST: Kimberly Rector Clerk of the Board

APPROVED AS TO FORM: Minh C. Tran County Counsel

Bv:

Kristine Bell-Valdez Deputy County Counsel

SQUARE SIGNS LLC DBA FRONT SIGNS, a limited liability company

Gevorg Hambardzumyan

By: Gevorg Hambardzumyan (Aug 15, 2024 13:32 PDT) Gevorg Hambardzumyan Chief Executive Officer

Dated: 08/15/2024

SQUARE SIGNS LLC DBA FRONT SIGNS, a limited liability company

nbardzumyan (Aug 15, 2024 15:44 PDT) By: Shusha

Shushan Hambardzumyan Chief Financial Officer

Shushan Hambardzumyan Dated:

RFP# TLARC-23-0014 Form #116-310 - Dated: 3/21/2019

AUG 27 2024 3.75

EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR shall perform the following Scope of Services for the Design & Construction Management for an Entrance Monument Sign at The Jacqueline Cochran Regional Airport Documents (Project). CONTRACTOR's scope and fee is based upon the final project scope and schedule.

The CONTRACTOR 's work shall include:

1. Project Objective - Monument Sign

The objective of this project is to develop a visually striking and representative entry monument design that reflects the identity and character of the airport and the region it serves. The monument will reflect the current nature of the airport which is predominantly business jet traffic. The sign will also include a County of Riverside logo. The monument will be visually appealing during the day and have adequate lighting for nighttime visibility. The sign shall be installed on a concrete pad that is two-and-one-half feet above the surrounding topography of the site. The maximum limits of the median where the sign will be is 1,050 feet long and 12 feet wide.

- a) CONTRACTOR shall work with COUNTY to define the project for the Design Team.
- b) CONTRACTOR shall meet with the COUNTY as needed and agreed upon.
- c) CONTRACTOR shall work with COUNTY to define the design requirements and specifications of the sign. The design requirements will be further developed into a format by the CONTRACTOR.
- d) CONTRACTOR shall draft design and construction schedule and provide it to the COUNTY for review and approval.
- e) CONTRACTOR shall submit final Design Package for COUNTY review and approval
- f) CONTRACTOR shall oversee and manage the construction portion of this project including the demolition of the existing sign and the installation of the new monument sign. The Construction work will be completed by County staff under the direction of the CONTRACTOR and follow any Public Works requirements.

2. Technical Specifications of the Sign

CONTRACTOR shall construct the sign and management of the installation of the sign by COUNTY staff in accordance with the following standards and requirements:

- a) The sign must be able to withstand extreme temperatures ranging of up to 120°F and rain, ice, snow, high winds and other hazardous weather conditions.
- b) The sign should be appropriately lit, either with ground lighting or back lit lettering, or another appropriate lighting method. The proposal should include power requirements that will need to be supplied within ten feet of the sign.
- c) The Full Color Message Center/Board (LED) with appropriate message/graphic controller and software. The message board must accessible through a wireless communication system/software.
- d) CONTRACTORS shall provide software training for administration and management of the digital message board.
- e) The sign may be curved or straight or contain other architecturally interesting elements so long as it meets visibility conditions noted above.
- f) The monument sign must meet setbacks as established by the County of Riverside Transportation and Land Management Agency- Aviation Department.

3. Construction Management

- a) CONTRACTOR shall monitor the completion of the infrastructure improvements to ensure that all improvements were constructed in accordance with the approved Project improvement plans and specifications.
- b) CONTRACTOR shall Coordinate with utility purveyors, COUNTY, the City of Blythe, and other agencies.
- c) CONTRACTOR shall Monitor dust control activities at the project site.
- d) CONTRACTOR shall monitor Safety Conditions and Traffic Control Activities at the Project Site.
- e) CONTRACTOR shall monitor and resolve project conflicts. Inform COUNTY of any issues and/or conflicts as they become present.
- f) CONTRACTOR shall collect and review all material slips delivered to the project site. Monitor and track all project material quantities.
- g) CONTRACTOR shall assist with the completion of Project Close Out activities and documentation. Includes pre-final and final walkthrough and preparation and recording of project Notice of Completion.

4. Warranties and Maintenance

Notwithstanding any manufactures' warranties, the CONTRACTOR must provide at least a four-year warranty on the signs and all work and services necessary to construct the monument sign, which warranty shall begin on the date the sign is accepted by the COUNTY.

5. Deliverables:

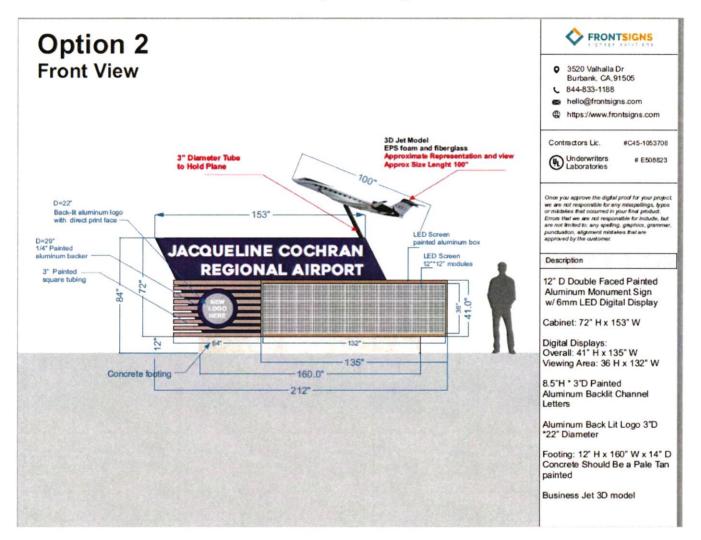
As part of the Services, CONTRACTOR may be requested to prepare and deliver the following to the COUNTY.

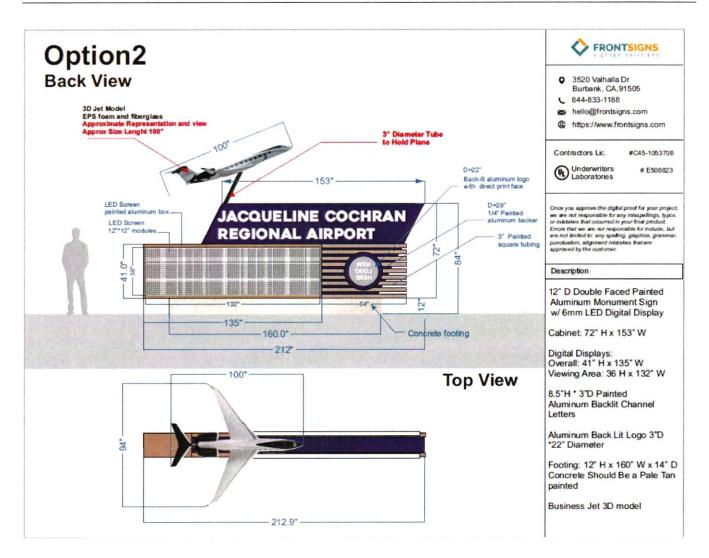
- a) Provide a design concept rendering for monument sign.
- b) Attend a selection committee meeting(s) for design concept presentation and design selection.
- c) Upon selection of design, submit design plans and specifications for review and revise according to County input.
- d) Submit construction plans and specifications for approval.
- e) Oversee the demolishion and removal of the existing sign by COUNTY staff
- f) Fabricate the monument signs including connection to utilities according to approved plans and specifications, if applicable.
- g) Provide as built drawings.

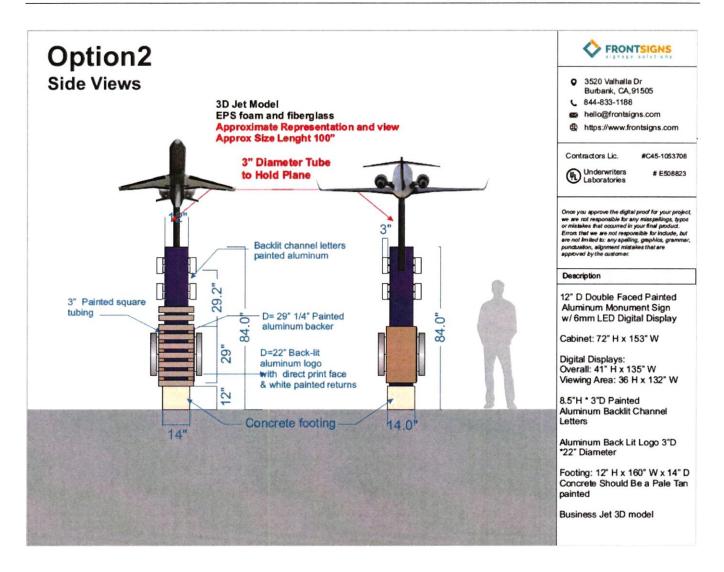
COUNTY may request that check-sets or working versions of documents be submitted for ongoing routine review. COUNTY will review all deliverables, including preparatory or record materials for service deliverables, and provide comments. CONTRACTOR is required to revise draft deliverables to address COUNTY's comments.

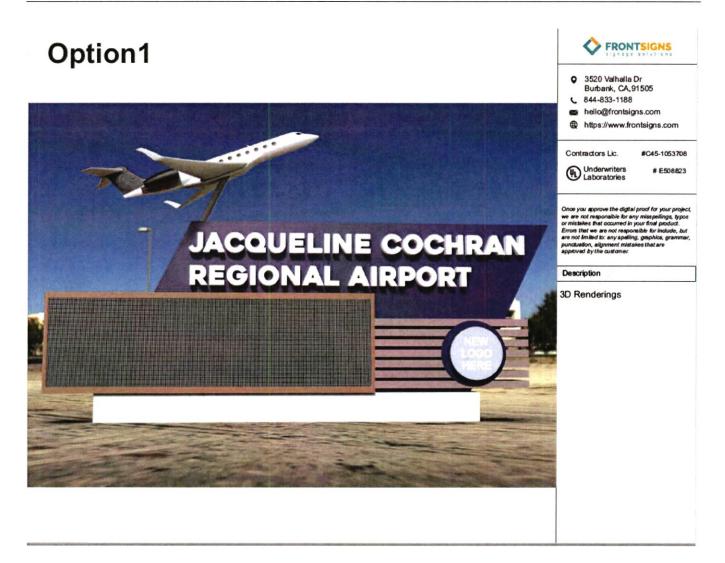
ATTACHMENT 1

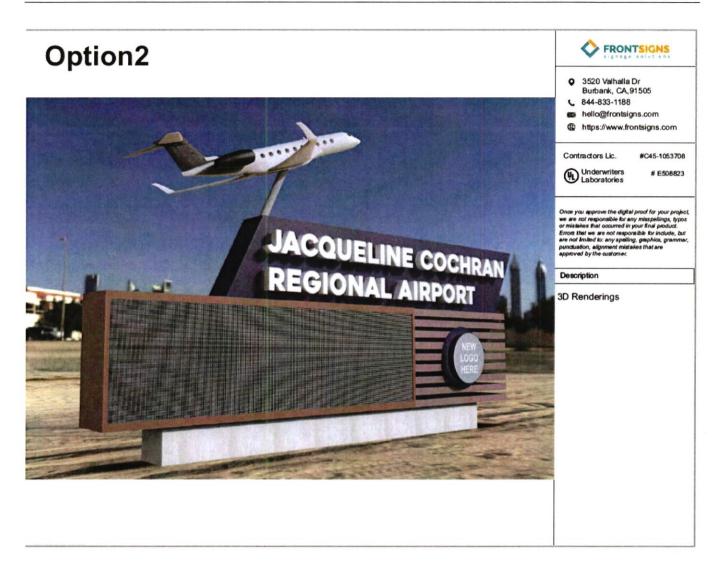
Design Renderings

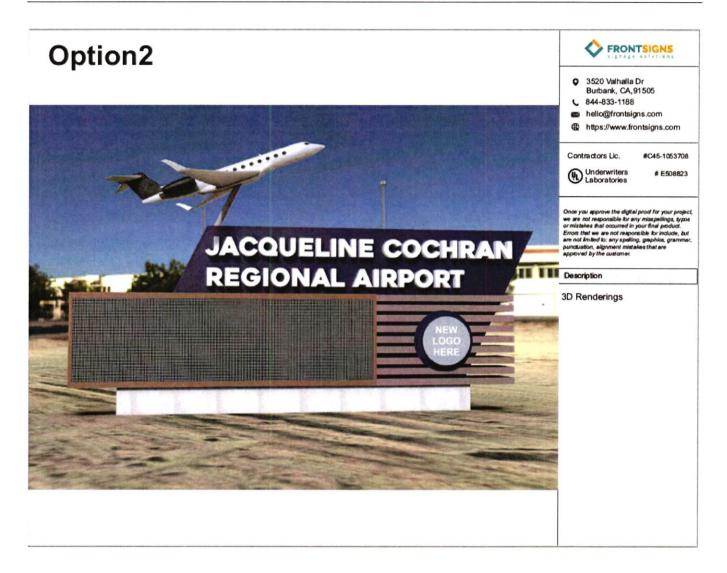


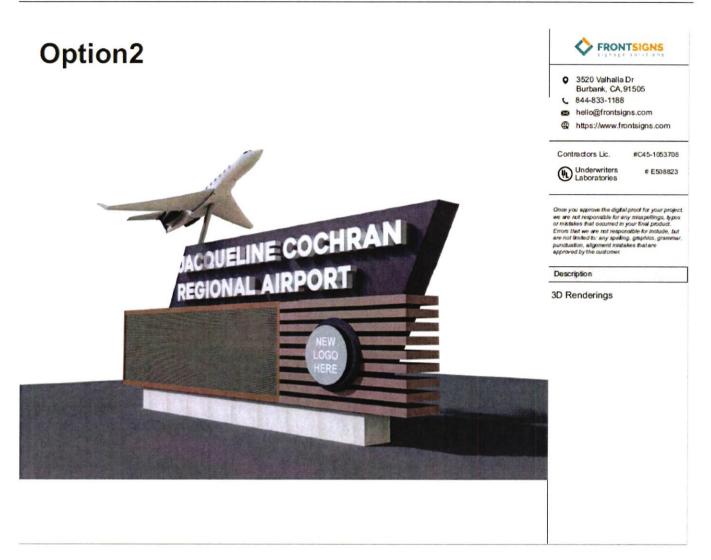


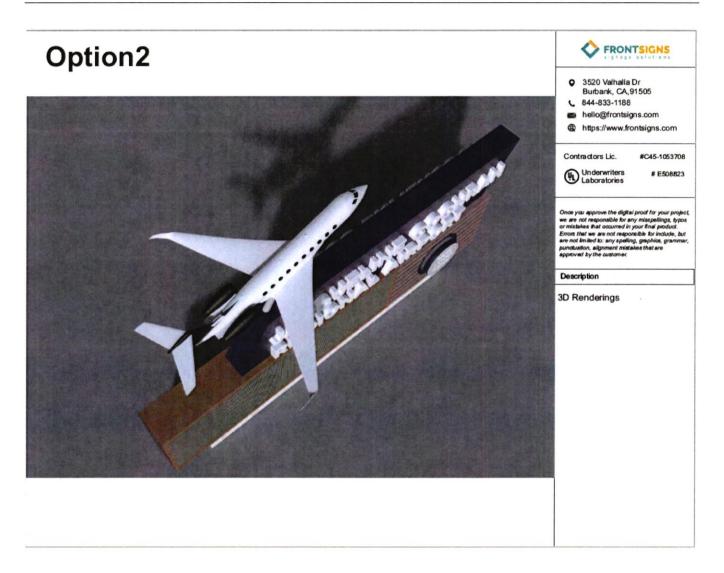












Option2	
<section-header></section-header>	Contractors Lic: #C45-1053708 Didenwriters # E508823

Option2	
	 S520 Valhalla Dr Burbank, CA, 91505 844-833-1188 hello@frontsigns.com https://www.frontsigns.com Contractors Lic. #C45-1053708 Underwriters #E508823 Once you approve the digital proof for your project, we are not responsible for any misspellings, typos or matikes that occurred in your final product. Errors that we are on responsible for adults, but are not limited to: any genting, genthics, grammar, punctuation, alignment missuelible for adults. Description 3D Renderings

Option2	 \$520 Valhalla Dr Burbank, CA, 91505 \$44-833-1188 hello@frontsigns.com https://www.frontsigns.com
	Contractors Lic. #C45-1053708 Didenvriters #E508823 #E508823 Conce you approve the digital proof for your project, we are not responsible for any misspellings, typos or missibles that occurred in your find poolutor. Erron that we are not responsible for include, but are not lemiled to any spelling, geophics, grammar, punctuation, algoment mislakes that are approved by the customer.
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Option2		
Option2	 ♦ SECONDENSIONS ♦ SECONDENSIONS ♦ SECONDENSIONS ♦ SECONDENSIONS ♦ SECONDENSIONS ♦ Addression ♦ https://www.frontsigns.com ♦ https://www.frontsigns.com ♦ https://www.frontsigns.com ♦ https://www.frontsigns.com ♦ Market Contractors Lic. #C45-1053708 ♦ Underwriters #E508823 ♦ Underwriters #E508823 Once you approve the digital proof for your project, we are not responsible for any misspelling, typos or misspelling, typos or misspelling, appholos, grammer, punchastion, alignment misspelling, gapholos, grammer, punchastion, alignment misspelli	
	3D Renderings	

EXHIBIT B PAYMENT PROVISIONS

Compensation:

Rates are an all-inclusive, which mean it includes, but is not limited to, administration, travel, training and operating costs.

COUNTY shall pay CONTRACTOR a total amount as indicated below for services performed, products provided, or expenses incurred in accordance under this Agreement according to the details attached hereto and incorporated herein by this reference.

Product	Description	Quantity	Sales Price	Subtotal
Service	Design Services	1.00	\$3,240.00	\$3,240.00
Signs	Materials & Labor/Construction - Monument Sign w/ Digital Display (Install Ready)	1.00	\$169,200.00	\$169,200.00
Signs	Materials & Labor/Construction - Business Jet Sculpture (Install Ready)	1.00	\$52,000.00	\$52,000.00
Service	Prepare Sign Package for Installation By Others	1.00	\$15,000.00	\$15,000.00
Permit Services	Mobilization		\$7,500.00	\$7,500.00
Permit Services	Building Permit	1.00	\$1,100.00	\$1,100.00
Permit Services	Stamped Engineering	1.00	\$1,600.00	\$1,600.00
	Construction Management:			
Service	3' H x 11' W Digital Display	1.00	\$31,600.00	\$31,600.00
	Jacqueline Cochran Regional Airport, 56-850 Higgins Dr, Thermal, CA 92274			
This estimate is va	This estimate is valid for 30 days Subtotal			\$281,240.00
	Тах		(7.75	%) \$17143.00
	Grand Total			\$298,383.00

For permitted projects, City fees will be added to the final invoice and they will be billed at cost. In case of cancellations, service fees will apply based on the amount of work performed to date.

FINAL PSA FRONT SIGNS-DESIGN CONSTRUCTION MONUMENT SIGNv1

Final Audit Report

2024-08-15

Created:	2024-08-15
By:	Monica Rossow (mrossow@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA83VxXxkyJ7-8YS2dQpggM_nOFjuxTEGd

"FINAL PSA FRONT SIGNS-DESIGN CONSTRUCTION MONU MENT SIGNv1" History

- Document created by Monica Rossow (mrossow@rivco.org) 2024-08-15 - 7:14:09 PM GMT
- Document emailed to gevorg@frontsigns.com for signature 2024-08-15 - 7:17:25 PM GMT
- Email viewed by gevorg@frontsigns.com 2024-08-15 - 8:30:44 PM GMT
- Signer gevorg@frontsigns.com entered name at signing as Gevorg Hambardzumyan 2024-08-15 - 8:32:46 PM GMT
- Document e-signed by Gevorg Hambardzumyan (gevorg@frontsigns.com) Signature Date: 2024-08-15 - 8:32:48 PM GMT - Time Source: server
- Document emailed to shushan@frontsigns.com for signature 2024-08-15 - 8:32:51 PM GMT
- Email viewed by shushan@frontsigns.com 2024-08-15 - 10:42:44 PM GMT
- Signer shushan@frontsigns.com entered name at signing as Shushan Hambardzumyan 2024-08-15 - 10:44:41 PM GMT
- Document e-signed by Shushan Hambardzumyan (shushan@frontsigns.com) Signature Date: 2024-08-15 - 10:44:43 PM GMT - Time Source: server
- Agreement completed. 2024-08-15 - 10:44:43 PM GMT

, Adobe Acrobat Sign

Schedule A

Budget Adjustment

Decrease Unrestricted Net Assets:

40710-1910700000-380100	Unrestricted Net Assets	\$328,183
Increase in Appropriations:		
40710-1910700000-540060	Improvements-Land	\$328,183