

REQUEST FOR BIDS
PKARC 042

Surveying Services

for the

RANCHO JURUPA PARK EXPANSION PHASE 2

Riverside, California
March, 2008



Prepared by:

Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Riverside, California 92509
(951) 955-4300 FAX (951) 955-4305

Paul Frandsen
General Manager

TABLE OF CONTENTS

1.0 BID COVER SHEET	4
2.0 REQUEST FOR BIDS	6
3.0 INSTRUCTIONS TO BIDDERS	8
a) Form of Bid	8
b) Submission of Bid	8
c) Contract Documents	8
d) License Requirements	8
e) Labor Code, Wages and Hours	8
f) Interpretation of Documents / Addenda	9
g) Inspection of Site	10
h) Qualification of Bidders	10
i) Disqualification of Bidders	10
j) Award of Contract	10
k) Contract Commencement and Duration	11
l) Bid Evaluation Criteria	11
m) Bid Evaluation Process	11
n) Return of Guarantee	11
o) Bonds	11
p) Response Time	11
4.0 Description of Services	12
5.0 Timeline for Bid Process	12
6.0 Period of Performance	12
7.0 Compensation / Fee Schedule	12
8.0 Standard Agreement Form	13
EXHIBITS	
Exhibit A Bid Form	15
Exhibit B Standard Agreement Form	17
Exhibit C Location Map of the Rancho Jurupa Park	25
Exhibit D Drawings of the site and the underground utilities	

(Available through OCB – See Notice Inviting Bids)

BID COVER SHEET

BID COVER SHEET

Firm name: _____

Firm Address: _____

Phone: _____

Fax: _____

E-mail Address: _____

Type of Organization: _____
(i.e. corporation, partnership, etc.)

Authorizing Agent: _____
(Name printed)

(Title)

Professional Registration: _____

Expiration Date: _____

Signature: _____

REQUEST FOR BIDS

REQUEST FOR BIDS

Surveying Services for Rancho Jurupa Park Expansion – Phase 2 - of the Riverside County Regional Park & Open-Space District, Riverside County, California

The Riverside County Regional Park and Open-Space District (“District”) is seeking bids from experienced surveying firms to provide surveying services for the aforementioned park. The project site is at Rancho Jurupa Park at 4800 Crestmore Road, Riverside, California.

The current project will be funded through the 2002 Resources Bond Act Program and has a construction budget of \$9 million which includes construction fees, consultant fees, District administration costs, and contingency.

Surveyors must be paid prevailing wages. Certified payroll will be required.

Issuance of this Request for Bids (RFB) and the administration of any subsequent contract will be performed by the District. All inquiries regarding this RFB must be in writing and faxed to:

**Riverside County Regional Park & Open-Space District
4600 Crestmore Road
Riverside, CA 92509**

**Attention: Claire Clark, Sr. Park Planner
Fax: 951-955-1383**

The RFB is available through: OCB Reprographics, 4295 Main St., Riverside, CA 92501
951-686-0530
www.ocbinc.com.

There will NOT be a mandatory pre-bid meeting.

Bids are due no later than 1:30 PM, April 10, 2008 and shall be publicly opened promptly after that time. **Bids must be filed with the Riverside County Clerk of the Board, located at 4080 Lemon Street, 1st Floor, Riverside, California, 92501. Bids must be received by the Clerk of the Board by the bid closing time.** Bids sent by fax or email will not be accepted.

A licensed surveyor submitting a bid for this project shall be licensed by the State of California. Consultant must have current license at the time the bid is submitted and the license must remain current for the duration of the project.

Nancy Romero
Clerk to the Board of Supervisors

INSTRUCTIONS TO BIDDERS

3.0 INSTRUCTIONS TO BIDDERS

a. Form of Bid

The bid must be made on the attached Bid Form (Exhibit A), which must be completely filled in, dated and signed. If provision is made in the Bid Form for alternates, bids for all alternates must be submitted. The Bid Form must be accompanied by a 10% Bid Bond, using the form provided in the Contract Documents, or by a certified or cashier's check payable to the District in an amount not less than 10% of the amount bid (including any additive alternates).

b. Submission of Bid

The Bid Fee Form (Exhibit A) shall be placed in a sealed envelope with the bid bond. Envelope must be identified by the following:

“Bid for Surveying Services at Rancho Jurupa Park”
Your Firm's Name

The Bid Fee Form shall not contain any erasures or interlineations. Failure to comply with this requirement may be cause for the rejection of bid.

Bids shall be signed by the person or persons authorized to bind the consultant. The name of each signatory shall be typed or otherwise clearly printed below each signature. Bids must be received by the time and at the place set forth in the Notice Requesting Bids.

c. Contract Documents

The complete Contract Documents are identified in the Agreement form (Exhibit B). Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the plans and specifications in making their bid.

d. License Requirements

Consultant firm must have an engineer currently licensed in the State of California responsible for all work performed on behalf of the District.

- e. Labor Code, Wages and Hours:** The District, in accordance with the Labor Code, has determined that the minimum wages paid on this project shall be prevailing wages as determined by the State of California wage rates. While the wage rates shown are the minimum rates required to be paid during the life of the project, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed because of the payment of wage rates in excess of those listed. The Consultant shall post at appropriate conspicuous points in the office a schedule showing all determined minimum wage rates for the various classes of laborers to be engaged in work on each project and all deductions, if any, required by law to be made.

It shall be mandatory upon the Consultant and upon any subconsultant under him, to pay not less than the said specified rates to all laborers, workmen, and surveyors employed in the execution of the Contract. It is further expressly stipulated that the Consultant shall, as a penalty to District, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each laborer, workman, or surveyor paid less than the stipulated prevailing rates for any work done under this Contract by him or by any subconsultant under him; and Consultant agrees to comply with all provisions of Section 1770 et. seq. of the Labor Code.

Attention is directed to Sections 1770-1777 of the Labor Code. The Consultant and every subconsultant shall keep an accurate record showing the name, occupation and actual per diem wages paid to each worker employed by Consultant in connection with the work. These records will be available at the Consultant's place of business at all reasonable hours for inspection by the District, the County of Riverside, or the State of California.

The District will not recognize any claim for additional compensation because of the payment by the Consultant of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Consultant in determining his bid, and will not, under any circumstances, be considered as the basis of a claim against the District or the County on the Contract.

In accordance with Sections 1810-1816 of the Labor Code, neither the Consultant nor any subconsultant who employs, directs, or controls the work or any worker employed to execute work done under the contract shall require or permit such worker to labor more than eight (8) hours in one calendar day except due to extraordinary emergency. The Consultant shall file with the District a verified report stating the nature of the emergency. The report shall contain the name(s) of the worker(s) and the hours worked by him or her on the particular day. Failure to file the report within thirty (30) days shall be evidence that no extraordinary emergency existed.

The Consultant and all subconsultants shall comply with all applicable provisions of the Labor Code.

f. Interpretation of RFB/Addenda

Any questions regarding the scope of work or requirements of the RFB shall be promptly brought to the attention of the District by fax (see Request for Bids for fax number). All clarifications will be given in writing only and will be faxed to each bidder.

No other interpretations or changes shall be valid.

District reserves the right to issue addenda to the Contract Documents at any time prior to the time set to open bids.

Each potential bidder shall leave; at the place it obtained the Contract Documents, its name and address for the purpose of receiving addenda. District will cause copies of addenda to be mailed or delivered to such addresses. To be considered, a bid must

list

and take into account all issued addenda.

No questions will be answered by the District within 72 hours prior to the proposal deadline.

g. Inspection of Site

Bidders must examine the site and fully inform themselves of all existing and expected conditions affecting the work. By submitting its bid, a bidder warrants that it has made such site examination as is necessary to determine the condition of the site, its accessibility for materials, workers and utilities, and ability to protect existing surface and subsurface improvements. No claim or allowances for additional time or money will be allowed due to failure to properly inspect the site. See Exhibit C for Location Map.

h. Qualification of Bidders

No bid will be accepted from a bidder who is not properly licensed by the State of California. No award will be made to any bidder who cannot give satisfactory assurance to the District as to its ability to carry out the project, both from its financial standing and by reason of its previous experience as a consultant on similar work. A bidder may be required to submit additional information regarding work of a similar nature.

i. Disqualification of Bidders

1. A bid shall be rejected and Consultant submitting bid shall be disqualified to propose on District projects if the Consultant or any officer, manager, partner or shareholder of the Consultant, within the eighteen-month period prior to the bid date, was an officer or employee of the District or the County of Riverside.
2. More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Consultant is interested in more than one proposal will cause rejection of all proposals in which such Consultant is interested. If there is any reason for believing that collusion exists among the Consultants, none of the participants in such collusion will be considered in awarding the contract. Proposals in which the prices obviously are unbalanced may be rejected.

j. Award of Contract.

A formal acceptance of a bid occurs when the bid is presented to the Board of Supervisors and the Agreement is signed by the Board of Supervisors. Thereafter, the District shall mail to the Consultant a Notice of Award of Contract to the address listed by the Consultant on its proposal. The Notice shall be deemed received the next Monday, Tuesday, Wednesday, Thursday or Friday after mailing which is not a full day holiday as listed in Section 6700 of the California Government Code.

1. The District reserves the right to reject any or all proposals and to waive defects or irregularities.

2. The award of the contact, if it is awarded, will be based on the total bid. The award, if made, will be made within ninety (90) days after the opening of the bids.
3. All proposals will be evaluated per “i) Bid Evaluation Criteria” and “j) Bid Evaluation Process.

k. Contract Commencement and Duration for a Project

The Consultant shall commence work within fifteen (15) calendar days after its receipt of the Notice to Proceed. Rancho Jurupa Park Expansion – Phase 2 – is expected to take one year to complete.

l. Bid Evaluation Criteria

The lowest responsive/responsible bidder will be determined by the total amount on the Bid Form. In the case of a tie, hourly rates will be compared. In the case of a tie the lowest hourly rates will determine the lowest responsive/responsible bidder.

m. Bid Evaluation Process

Bids will be opened by the Clerk of the Board. Bids that prove to be non-responsive will be rejected.

n. Return of Guarantee.

Bid bonds or checks of unsuccessful bidders will be returned by mail to the addresses listed in the bids. The bid bond of the successful bidder will not be returned but is exonerated by execution of the Agreement and the Payment and Performance Bonds. If the guarantee of the successful bidder is a check, it will be returned at the time a bid bond would be exonerated.

o. Bonds

All bonds submitted by the Contractor for the project shall be issued by a surety admitted to issue such bonds in California which carries a rating of “A” or better in the current issue of Best’s Insurance Guide.

p. Response Time

If the Consultant does not respond to requests for surveying services within the required

24 hours, on three separate occasions, the District may terminate the contract.

DESCRIPTION OF SERVICES

4.0 Description of Services

The Park District is about to start construction on approximately 45 acres of the Rancho Jurupa Park (see Exhibit C). The estimated construction amount for this project is \$9,000,000. The construction includes the installation of new roads, parking lots and a new campground. A large portion of the new work is the laying of new underground utilities including, sewer, water, electrical and low voltage. There will be three small buildings constructed, also.

The coordinates for the layout of all above ground park construction is part of the existing construction documents and is the responsibility of the General Contractor. This layout work is not a part of the scope of this bid.

The scope of this bid includes all surveying necessary for the line and grade of the new utility lines, vertically and horizontally.

The term for the construction of this project is expected to be one year commencing on April 9, 2008 and finishing on April 9, 2009.

5.0 Timeline for Proposal Process

1. RFB Issued	March 19, 2008
2. Bid Opening	April 10, 2008
3. Apparent low bid reviewed by Clerk of the Board	April 17, 2008
4. Insurance, bonding and signed contracts due to District	April 21, 2008
5. County Counsel review	April 24, 2008
6. Board approval of contract	May 6, 2008
7. "Notice to Proceed" Issued	May 7, 2008

6.0 Period of Performance

The District's approximate time schedule for completion of the Rancho Jurupa Park Expansion – Phase 2 is one year.

7.0 Compensation / Fee Schedule

Consultant will be paid on a monthly basis based on the hourly rates given on the Bid Form.

The District does not compensate its consultants for any expenses, including but not limited to items referred to in the trade as "reimbursables." For example, the District will not compensate for the following items: long distance phone calls; travel mileage; reproduction costs beyond those identified in this document; meetings beyond those

listed unless requested by the District, or; computer time to scan documents provided by the District. Each potential consultant is to be aware of this policy and propose accordingly.

8.0 Standard Agreement Form

A standard Park District agreement form for consultant services has been provided as Exhibit B. It will be modified to conform to this specific project once the consultant has been selected. It is strongly recommended that all potential consultants review this document prior to submitting their proposal.

9.0 Exhibits

Exhibits A, B, and C are attached hereto and incorporated herein by this reference.

EXHIBIT A

**Bid Form for Surveying Services for
Rancho Jurupa Park Expansion – Phase 2**

Name of Firm submitting this proposal:

Date: _____

The consultant/contractor undersigned having carefully read and examined the entire Request for Bids document, and any addenda issued, reviewed any reference material available, and having carefully examined the site for the proposed project and related work, hereby proposes and agrees to furnish all material testing services, including; labor, material, equipment, transportation, tools and other necessary items to do and complete all the work requested for the project as set forth in the Request for Bids including all applicable taxes for the lump sum price(s) shown on this proposal.

BID FORM

The following quantities represent the anticipated scope of work (actual quantities may vary):

Bid Item	Quantity	Rate	Amount
1. Office Engineering	100hrs	\$ _____	\$ _____
2. 2 person Survey Crew	500 hrs	\$ _____	\$ _____
3. Establish Control	1 LS	\$ _____	\$ _____

Total Bid: \$ _____

In addition to the bid price above, Bidders for these surveying services must submit an hourly rate sheet that will be used for extra work.

TOTAL BID FOR THIS PROJECT \$ _____
(In Numbers)

_____ **Dollars**
(In Words)

EXHIBIT B
AGREEMENT FOR CONSULTING SERVICES

with the

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

The Riverside County Regional Park and Open-Space District, herein called “District” and _____, herein called “Consultant”, mutually agree as follows:

I. DESCRIPTION

The Consultant shall render services to the District as described in this Agreement for the “project” described as follows:

**Consultant Surveying Services for Rancho Jurupa Park Expansion – Phase 2 - of the
Riverside County Regional Park & Open-Space District, Riverside County, State of
California**

Contract Documents:

The following documents are incorporated into and made part of this Agreement:

Exhibit 1: Consultant Fees.

Exhibit 2: Consultant Proposal.

Exhibit 3: District Request for Bids #PKARC 042.

Exhibit 4: Set of underground utility drawings for site (not attached)

In the event of a conflict between the terms of the documents made part of this Agreement, the following apply: The terms of this Agreement shall take precedence over the Exhibits. Exhibits 1 and 3 shall take precedence over Exhibit 2.

II. CONSULTANT’S SERVICES

The Consultant shall render the following services and usual related services.

The Park District is about to start construction on approximately 45 acres of the Rancho Jurupa Park. The estimated construction amount for this project is \$9,000,000. The construction includes the installation of new roads, parking lots and a new campground. A large portion of the new work is the laying of new underground utilities including, sewer, water, electrical and low voltage. There will be three small buildings constructed, also.

The coordinates for the layout of all above ground park construction is part of the existing construction documents and is the responsibility of the General Contractor. This layout work is not a part of the scope of this bid.

The scope of this bid includes all surveying necessary for the line and grade of the new utility lines, vertically and horizontally.

The term for the construction of this project is expected to be one year commencing on April 9, 2008 and finishing on April 9, 2009.

B. EXTRA WORK

Extra work shall be performed only when requested or approved by the District in advance and in writing. Extra work will be paid by the rates submitted as part of the Bid.

III. CONSULTANT'S COMPENSATION

A. Determination of Amount

1. For the services described above, the District shall pay to the Consultant, the fees described in Exhibit 1 as full payment for all services under this Agreement, including all costs or expenses incurred by the Consultant.
2. For extra work performed by the Consultant, the District shall pay to the Consultant according to the hourly rates submitted by the Consultant in response to the RFB Bid Fee Form, provided that the performance of said extra work has been requested and approved by the District in writing, and after receipt of a written estimate from the consultant.
3. The Consultant shall be responsible for all its costs and expenses related to the performance of its service under this Agreement.

B. Payment

1. Not-To-Exceed Fees:
The District shall pay the Consultant, upon submission of an invoice, monthly, and per the Proposal Fee Form after the performance of the work. The extent of the services completed by the Consultant will be verified by the District prior to processing any payment.

IV. DUTIES OF CONSULTANT

- A. The Consultant's services shall be performed per the standards and regulations that apply to the work and per general industry standards.
- B. The Consultant shall employ or engage all sub-consultants or other persons necessary to enable the Consultant to perform the services under this Agreement, and the Consultant shall be responsible for their compensation.
- C. The Consultant shall obtain and maintain during the term of performance of this Agreement such Worker's Compensation insurance as required by law.

D. Labor Code, Wages and Hours: The District, in accordance with the Labor Code, has determined that the minimum wages paid on this project shall be prevailing wages as determined by the State of California wage rates. While the wage rates shown are the minimum rates required to be paid during the life of the project, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed because of the payment of wage rates in excess of those listed. The Consultant shall post at appropriate conspicuous points in the office a schedule showing all determined minimum wage rates for the various classes of laborers to be engaged in work on each project and all deductions, if any, required by law to be made.

It shall be mandatory upon the Consultant and upon any subconsultant under him, to pay not less than the said specified rates to all laborers, workmen, and surveyors employed in the execution of the Contract. It is further expressly stipulated that the Consultant shall, as a penalty to District, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each laborer, workman, or surveyor paid less than the stipulated prevailing rates for any work done under this Contract by him or by any subconsultant under him; and Consultant agrees to comply with all provisions of Section 1770 et. seq. of the Labor Code.

Attention is directed to Sections 1770-1777 of the Labor Code. The Consultant and every subconsultant shall keep an accurate record showing the name, occupation and actual per diem wages paid to each worker employed by Consultant in connection with the work. These records will be available at the Consultant's place of business at all reasonable hours for inspection by the District, the County of Riverside, or the State of California.

The District will not recognize any claim for additional compensation because of the payment by the Consultant of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Consultant in determining his bid, and will not, under any circumstances, be considered as the basis of a claim against the District or the County on the Contract.

In accordance with Sections 1810-1816 of the Labor Code, neither the Consultant nor any subconsultant who employs, directs, or controls the work or any worker employed to execute work done under the contract shall require or permit such worker to labor more than eight (8) hours in one calendar day except due to extraordinary emergency. The Consultant shall file with the District a verified report stating the nature of the emergency. The report shall contain the name(s) of the worker(s) and the hours worked by him or her on the particular day. Failure to file the report within thirty (30) days shall be evidence that no extraordinary emergency existed.

The Consultant and all subconsultants shall comply with all applicable provisions of the Labor Code.

D. The Consultant shall obtain and maintain insurance as follows:

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY and the DISTRICT harmless, CONSULTANT 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.

1. Workers' Compensation:

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

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the District and 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. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

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

4. Professional Liability Insurance:

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

Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

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

3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the DISTRICT 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 DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall not commence operations until the DISTRICT 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 to do so on its behalf 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 CONSULTANT'S insurance shall be construed as primary insurance, and the DISTRICT or 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 which will add additional exposures

(such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

6) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants 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 DISTRICT.

8) CONSULTANT agrees to notify DISTRICT 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.

V. DUTIES OF THE DISTRICT

- A. The District shall make available to the Consultant all pertinent information which it has relating to the purpose and use of the project.
- B. The District shall promptly consider and act upon written requests or recommendations of the Consultant including requests for information or services needed by the Consultant to proceed with the Work.

VI. DOCUMENTS

All completed documents, including but not limited to surveys and reports, prepared by the Consultant, shall be the property of the District.

The Consultant shall provide four (4) copies of all surveys and reports. (1) for the District, (1) for the Project Manager, (1) for the landscape architect and (1) for the Chief Inspector.

VIII. LIABILITY AND INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONSULTANT, 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 whatsoever arising from the performance of CONSULTANT, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. CONSULTANT shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT,

CONSULTANT 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 DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to DISTRICT as set forth herein.

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

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

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

IX. TERMINATION

Either party may terminate and cancel this Agreement for cause, after fifteen (15) days written notice to the other, for substantial breach of this Agreement or unreasonable delay in the performance of any obligation under this Agreement.

Notwithstanding the foregoing provision, the District shall have the right upon completion of any phase of the Consultant's service, or at any time if the District decided to suspend or abandon the project, to terminate this Agreement upon written notice to that effect given to the Consultant.

If the termination as herein provided is for other than default or delay of the Consultant, the Consultant shall be paid pursuant to this Agreement for its service on each completed section, and for any section in such proportion as the service actually performed bears to the total service which would be required for the completion of such section and no further compensation shall be paid to the Consultant. If the termination is for default or delay of the Consultant, it shall be paid on a similar basis less actual damages suffered by the District as a result.

X. MISCELLANEOUS PROVISIONS

- C. Assignment: This Agreement shall not be assignable, in full or in part, by the Consultant without prior written consent of the District.
- D. District's Representative: The General Manager of the Riverside County Regional Park & Open-Space District, 4600 Crestmore Road, Riverside, CA 92509, or designated staff member shall represent the District in all discussions and/or conferences with the Consultant and other County departments and agencies not requiring the actions of the District's governing body. A written summary of conclusions reached at any such conference may be required of the Consultant by the District's representative.
- E. Notices: Any notice or communication under this Agreement shall be transmitted to the parties at the addresses shown under the signature lines of this Agreement.

- F. Mediations: Any claim, dispute or other matter in question arising out of, or related to, this Agreement shall be subject to mediation prior to the institution of legal or equitable proceedings by either party.

- G. Release of Information to the Public: The Consultant shall consider all information regarding the proposed project as confidential information. Any request for information from others shall be directed to the District. This provision shall not apply if maintaining confidentiality would violate the law; create the risk of significant harm to the public; prevent the consultant from establishing or defending a claim.

- H. Governing Law: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance of interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California.

- I. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

EXHIBIT D

LOCATION MAP OF RANCHO JURUPA PARK