



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

223



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:

1/11/2011

SUBJECT: Request for Authorization to Both Bid and Sole Source Portions of the Work for Jensen-Alvarado Historic Ranch House Ceiling Replacement – District II.

RECOMMENDED MOTION: That the Board Approves and:

1. Authorizes the Clerk of the Board to advertise for bids and schedule a bid opening date of March 2, 2011 at 2 p.m. for the plasterwork portion of the ceiling replacement at Jensen-Alvarado Historic Ranch (Jensen);
2. Authorizes the Regional Park and Open-Space District (District) to sole source the wallpaper for preservation work Jensen;
3. Authorizes the Chair to execute the sole source agreement with Hudson Conservation Studio LLC, Los Angeles, California in the amount of \$281,158.60 for the preservation of the historic wallpaper; and
4. Instructs the Clerk of the Board to return four (4) executed copies of the sole source agreement to the District for transmittal and file.

BACKGROUND: Jensen is on the National Register of Historic Places and is one of the District's most important cultural treasures. (continued on page 2)

Scott Baragle, General Manager

2011-001D-CC

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 281,158.60	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
Annual Net County Cost:	\$ -0-	For Fiscal Year:	2010-2011

SOURCE OF FUNDS: -Development Mitigation Funds
Park District Funds

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: ATTACHMENTS | District: II | Agenda Number:
WITH THE CLERK OF THE BOARD

13.3

APPROVED COUNTY COUNCIL
BY: 1/11/11

Departmental Concurrence

SUBJECT: Request for Authorization to Both Bid and Sole Source Portions of the Work for Jensen- Alvarado Historic Ranch House Ceiling Replacement- District II.

BACKGROUND: Portions of the Jensen House ceiling have failed during the last two (2) years. The house is now closed to the public and school tours are limited and modified until the ceilings can be replaced to make the building safe.

Ceilings in three (3) rooms have original wallpapers dating from the 1800s. To preserve the wallpapers, they must be removed, cleaned and replaced on new, secure substrata. The District has filed with and received supporting signatures approval of the Sole Source Justification Form from the Purchasing Department (see attached) detailing the process that was taken to find an appropriate wallpaper conservator and why no other company is available to do the work. Paper conservators are highly trained specialists. Referrals were sought from historic preservation architects and specialists throughout Southern California. Two (2) Wallpaper conservators were recommended. Only one (1) provided a quote for the project.

The ceilings in the other rooms need to have the existing plaster removed and replaced for safety. A Request for Bids is needed for this portion of the work to find a contractor with historic project experience. The District believes that there are sufficient contractors with this type of experience and that the standard bid process will be successful.

All cost associated with this project will be funded through District funds; thus there is no fiscal impact to the County General Fund.

SOLE SOURCE JUSTIFICATION FORM

Date: October 7, 2010
From: Scott Bangle Department/Agency: Park District
To: Board of Supervisors
Via: Purchasing Agent: **Mark Seiler**

- Subject: Sole Source Procurement; Request for Historic Wallpaper Conservator for a historic wallpaper project at the Jensen Alvarado Ranch Historic Site, a National Register Historic Site
- Supply/Service being requested: Artistic and professional services of a historic wallpaper conservator to remove, conserve, and reinstall historic ceiling wallpapers on 3 ceilings at the Jensen Alvarado Ranch, a National Register Historic Site, California Historic Landmark, and Riverside County Historic Landmark
- Supplier being requested: Hudson Conservation Studio (Hudson), Los Angeles, CA
- Alternative suppliers that can or might be able to provide supply/service: None
- Extent of market search conducted: Referrals were sought from several sources for specialists in the conservation of historic wallpaper. Those sources were:
 - Heritage Architecture and Planning (San Diego, CA); Heritage is a long established historic preservation/restoration firm that has done considerable work on the Jensen Alvarado Ranch and also was the firm of record for the Riverside County Courthouse Rehabilitation.
 - Page and Turnbull (Los Angeles, CA); Page and Turnbull is a leading historic preservation firm in San Francisco and LA that has a Materials Conservation Division.
 - City of Riverside, CA Historic Preservation Officer, Ms. Erin Gettis.
 - City of Riverside, Metropolitan Museum curator, Lynn Voorhees, who supervised wallpaper conservation at Riverside's historic Harada House.
 - The Getty Conservation Institute
 - Paper conservators who had previously consulted on the Jensen wallpapers were either retired or ruled out because of travel related (travel would be from Massachusetts) cost factors. Only two firms were recommended to us by the above sources. They were:
 - Williams Art Conservation, Los Angeles
 - Hudson Conservation Studio, LLC, Los Angeles
 - After a site visit, Williams Art Conservation declined to submit a bid for the project; they then also referred us to our second firm, Hudson Conservation Studio.
 - Hudson Conservation Studio made two site visits and submitted a detailed cost estimate and work schedule.

- Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Jensen-Alvarado Ranch dates from 1870 and is on the National Register of Historic Places. It has long been one of Riverside County's most valued landmarks. The original plaster ceilings have started to fail and are no longer safe for public tours so must now be replaced. The interior of the Ranch House has its original finishes, mostly intact. It has the original wood floor, wallpapers, faux painted decorative schemes, and wood trims. Three of the ceilings have their original wallpaper and medallions. This project is directed toward the conservation and preservation of these papers, which are defining, decorative features of the Jensen Ranch House.

As the ceilings need to be replaced, the District needs to hire a highly trained specialist to remove, conserve, and reinstall the wallpaper on new ceilings materials. This work will include:

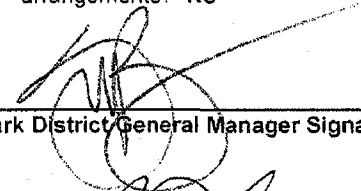
- Careful removal, support, and transport of fragile paper that is 140 years old
- Conservation of the papers in an off-site lab
- Reinstallation of the papers in the house


The consultant that the District hires to provide these services will also need to demolish the existing plaster ceilings and install the new ceilings, In order to protect the remaining walls and the historic wallpapers on them, they must be practiced at removing materials that are immediately adjacent to other materials that need to remain and be carefully preserved. Thus, we require a professional paper conservator who is also experienced at preserving adjacent historic building fabrics.

There are many historic preservationists in the Los Angeles basin area, but those that specialize in wallpaper are few. Through our research (see above) we were able to locate two paper conservators who had the required expertise. The first (Williams Art Conservation), came to Jensen-Alvarado Ranch and looked at the wallpaper. After several weeks of consideration, this firm decided that they could not fit the project into their schedule and did not bid on the work. Fortunately, another conservator, Hudson Conservation Studio, LLC (Hudson) was willing to look at the project. After many weeks of planning and pricing Hudson provided a scope of work and an estimate.

We are not aware of another consultant who can offer the services that Hudson is offering and wish to award the work to Hudson as a sole source consultant.

- Reasons why my department requires these unique features and what benefit will accrue to the county: (Explained above)
- Price Reasonableness: The total price for the project is: \$ 281,158.60. This is in line with professional and artistic work of this nature.
- Does moving forward on this product or service further obligate the county to future similar contractual arrangements? No


 _____ 10/7/10
 Park District General Manager Signature Date


 _____ 10-26-10
 Purchasing Agent Signature Date

Purchasing Department Comments:

AGREEMENT FOR CONSULTING SERVICES

with the

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

The Riverside County Regional Park & Open-Space District, herein called "DISTRICT" and Hudson Conservation Studio, LLC 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:

Historic Wallpaper Conservation Services for Jensen-Alvarado Historic Ranch and Museum of the Riverside County Regional Park & Open-Space District, Riverside County, State of California

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

Exhibit A: CONSULTANT Fees Proposal

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.

II. CONSULTANT'S SERVICES

The CONSULTANT shall render the following services and usual related services. Scope of services shall be agreed upon in writing prior to commencement of the project.

A. Conservation Services

Preparation:

An orientation and review of the areas inside the Ranch house will be performed where wallpaper on the ceilings needs to be preserved. Photos of these areas will be taken. The areas will be diagrammed and mapped. The area that will be used as conservation workspace will be prepared and the purchase and procurement of supplies will be done.

Removal:

The surface of the ceilings with wallpaper that must be conserved will be cleaned. The methodology will be tested and adjusted, if necessary. The technicians will be trained in the methodology.

Facing will be applied and sections will be labeled and scored. The wallpaper will be steamed off, wrapped up and packed.

Conservation:

The conservation methodology will be tested and adjusted, if necessary. The paper will be de-acidified and it will be sized and consolidated. The first lining will be applied to the paper. It will be stretched dry and then lined with the second lining. The facings will be removed and the papers will be wrapped and packed.

Re-installation of Wallpaper:

The methodology will be tested and adjusted, if necessary. The technicians will be trained in the methodology. The paper will be reinstalled and then photographed.

Extra Work:

Extra work shall be performed only when requested or approved by the DISTRICT in advance and in writing. The CONSULTANT will provide an estimated cost of the extra services before agreement is signed by the CONSULTANT and the DISTRICT.

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 A 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 at a rate based on the fee proposal submitted by the CONSULTANT as Exhibit A, 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, per the negotiated fee, based on the actual amount of work performed by the CONSULTANT during each month. Payments will be processed within forty-five (45) days of invoice receipt by DISTRICT. Invoices shall be mailed or hand-delivered to DISTRICT headquarters at 4600 Crestmore Rd., Riverside, CA 92509. The extent of the services completed by the CONSULTANT will be verified by the DISTRICT prior to processing any payment.
2. Reimbursables:
The DISTRICT does not reimburse CONSULTANTs for what is termed "reimbursables". This includes the cost of mileage, copying, telephone calls, printing, scanning, faxing and any other items that could be associated with the general overhead of a project.

IV. DUTIES OF CONSULTANT

- A. The CONSULTANT's services shall be performed in such a manner and form that will secure approval of any local, state or federal agency having jurisdiction over the work if applicable. The CONSULTANT shall furnish all information and data necessary to meet the requirements of such agencies and as needed by the DISTRICT to secure financing.

- 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. The CONSULTANT shall obtain and maintain insurance as follows:

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages 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 one million dollars (\$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.

So long as CONSULTANT does not hire employees as defined by the State of California, no worker's compensation shall be required. See Attachment A regarding Hudson Conservation Studio, LLC employer status and private health insurance status.

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, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than one million dollars (\$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 one million dollars (\$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, Board of Directors, 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 one million dollars (\$1,000,000) per occurrence and one million dollars (\$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's 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 (1) policy term.
2. The CONSULTANT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed five hundred thousand dollars (\$500,000) per occurrence such retentions shall have the prior written consent of the County's 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 County'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's 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) calendar 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 coverages 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 coverages currently required herein; if, in the County's 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 pay a licensed testing and abatement contractor to test for hazardous materials and abate them as necessary upon request of CONSULTANT.
- C. 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 project.

VI. LIABILITY AND INDEMNIFICATION

The CONSULTANT agrees to and shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors/Directors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from:

- A. All liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising

out of or from the performance of professional services under this Agreement; and

- B. All liability, including but not limited to, loss, suits, damage, claims and demands, based upon any alleged or actual act, error, omission, or occurrence of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of, in connection with, resulting from conditions created by CONSULTANT, or caused by the CONSULTANT's performance or failure of performance of any work or services, other than professional services covered under Section 'A' above, under this Agreement.

As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

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

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees 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 Indemnitees 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.

VII. TERMINATION

Either party may terminate and cancel this Agreement for cause, after fifteen (15) calendar 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.

VIII. MISCELLANEOUS PROVISIONS

A. **Section and Sub-Section Approvals:**

Written approval by the DISTRICT for any phase of the CONSULTANT's services under this Agreement shall be considered as authorization to the CONSULTANT to proceed with the next successive phase, unless the DISTRICT otherwise specifies.

B. **Project Segregation:**

Unless otherwise required by the DISTRICT prior to the commencement of services, the drawings, specifications and other documents shall be prepared so that all of the work on the project may be executed under a single contract.

If the DISTRICT and the CONSULTANT decide to phase the project or have additive or deductive alternates, reasonably segregatable portions of the project will be identified as alternates or for omission from the work. In that event the CONSULTANT shall not be entitled to any extra compensation for such service.

If the decision to phase the project or have additive or deductive alternates occurs after the commencement of services, the CONSULTANT will be entitled to extra compensation. The amount will be based on the actual amount of work completed when the decision was made and will be agreed to by both the DISTRICT and the CONSULTANT.

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 DISTRICT, 4600 Crestmore Road, Riverside, CA 92509, or designee, 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.

The CONSULTANT is allowed to publish or present the design implementation for academic/professional purposes upon completion of the project.

H. Time of Completion:

The contract duration for conservation services will be ninety (90) calendar days. The CONSULTANT shall commence work within fifteen (15) calendar days after its receipt of the Notice to Proceed. Completion of the project is expected in April, 2011.

I. Governing Law:

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 for the State of California located in Riverside, California. 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.

J. Independent Consultant:

The CONSULTANT is, for purposes arising out of this contract, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONSULTANT shall in no event, as a result of this contract, be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONSULTANT hereby holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of DISTRICT merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

K. COMPLIANCE:

The CONSULTANT warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. The CONSULTANT further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

L. SEVERABILITY:

If 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.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall deem to be merged herein. Any modifications to the terms of this Agreement shall be in writing and incorporated herein and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

M. UNFORSEEN CONDITIONS

The CONSULTANT shall have reviewed the project site and ascertained the location, accessibility, and the general conditions under which the work will be performed. No claim for allowances shall be made because of CONSULTANT's error or negligence in acquainting him/herself with the conditions at the site.

If unforeseen conditions are discovered during the course of work that could not have been avoided by the exercise of care, prudence, foresight, and diligence, a time extension may be granted by a written amendment to this agreement that may include changes to the schedule and/or scope of work, agreed upon by both parties.

The Work is being performed by request of the DISTRICT, for the DISTRICT and the DISTRICT recognizes the inherent risk of working with a temporal material in an uncontrolled environment exposed to the associated risk factors inherent in such an environment.

Owner

Attest:

Chairman Board of Directors

By: _____

By: _____

Dated: _____

Dated: _____

Consultant

Hudson Conservation Studio, LLC
1037 S. Hudson Ave.
Los Angeles, CA 90019

By: Lisa Forman
Lisa Forman

Dated: 1.17.11

FORM APPROVED COUNTY COURSE
BY: Lisa R-Mickenna 4/12/11
LISA R-MICKENNA DATE