



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

468  
A



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:  
October 22, 2012

SUBJECT: Santa Ana River Trail: Corona, Norco, Eastvale, and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area Engineering & Design Consulting Services Agreement - District II/II

RECOMMENDED MOTION: That the Board of Directors:

1. Approves the agreement for Engineering and Design Consulting Services between the Riverside County Regional Park and Open-Space District and RBF Consulting, Irvine, California for the Santa Ana River Trails: Corona, Norco, Eastvale, and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area.
2. Authorizes the Chairperson to execute five (5) copies of the Agreement; and
3. Directs the Clerk of the Board to return four (4) copies of the executed Agreement to the Riverside County Regional Park and Open-Space District.

BACKGROUND: (continued on page 2)

\_\_\_\_\_  
Scott Bangle, General Manager

2013-012D JS

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 1,355,466	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	2012-2013

<b>SOURCE OF FUNDS:</b> Coastal Conservancy	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:   
Alex Gann

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNS  
DATE: 10/23/12  
Departmental Concurrence

Consent  
 Policy  
 Consent  
 Policy

MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: November 6, 2012  
xc: Parks

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Dep't Recomm.:  
per Exec. Ofc.:

Prev. Agn. Ref.: M.O. 13.1, 9/30/08  
M.O. 13.1, 3/17/09, 13.3, 4/10/12

AGENDA ITEM FILED WITH THE CLERK OF THE BOARD

13.1

**SUBJECT:** Santa Ana River Trail: Corona, Norco, Eastvale, and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area Engineering & Design Consulting Services Agreement- District II/II

**BACKGROUND:** On September 30, 2008, by Minute Order 13.1, your honorable board approved the Santa Ana River Trail expansion for Riverside County with the Dangermond Group to complete a master plan, alignment studies, environmental documents and thirty (30%) construction documents for the Santa Ana River Trail: Corona, Norco, Eastvale, and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area, including MOU's with the Cities of Corona, and Norco.

On March 17, 2009, by Minute Order 13.1, your honorable board approved allocation of funding through the Development Impact Fees (DIF) and Proposition 84 for the Santa Ana Trail expansion.

On April 10, 2012, by Minute Order 13.3 your honorable board approved the adoption of the "Santa Ana River Trail Master Plan", and the Mitigated Negative Declaration for the Santa Ana River Trail: Corona, Norco, Eastvale, and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area completing Phase I of the overall project.

The Riverside County Regional Park and Open-Space District (District) initiated Phase II of the Santa Ana River Trail Project on August 15, 2012 by issuing a "Request For Proposal" to qualified consulting firms to provide the engineering and design services necessary to prepare final plans, specifications and cost estimates for the Santa Ana River Trails: Corona, Norco, Eastvale and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area. Six (6) firms responded with proposals and the top three (3) were selected for interviews. The District's Senior Park Planner, Director of Public Works for the City of Corona, Director of Parks and Recreation for the City of Norco, Deputy Director of Parks and Recreation for the City of Corona and Administrative Analyst for the Jurupa Community Services District evaluated the written proposals. The firm of RBF Consulting was unanimously chosen by the evaluating team based on the past ten (10) years of experience, successfully completing 1,981 County of Riverside Projects, and 1,509 of those projects were administered through the Temecula and Palm Desert offices, specialized expertise, qualifications and experience in trails engineering and design, and RBF's cohesive relationship and experience working with the Army Corp of Engineers; a crucial element to successfully completing the project within budget and schedule, understanding and approach to the project, and project personnel.

RBF scored and ranked the highest in the evaluation and interview process. A not to exceed budget of \$1,355,466 was negotiated between the District and RBF Consulting. The services to be provided include preparation of final construction plans at 100%, specifications and cost estimates as well as providing construction support during construction.

County Counsel approved as to Form

**PROFESSIONAL SERVICE AGREEMENT**

**For**

**ENGINEERING & DESIGN SERVICES**

**Between**

**RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT**

**And**

**RBF CONSULTING SERVICES**



## TABLE OF CONTENTS

<u>CONTENT</u>	<u>PAGE</u>
1.0 Description .....	3
2.0 Designated Contacts .....	3
3.0 Other Agencies .....	4
4.0 District/Agencies Standards.....	4
5.0 Consultant Compensation.. .....	4-5
6.0 Extra Work .....	5
7.0 Duties of District.....	6
8.0 Duties of Consultant .....	6-10
9.0 Liability and Indemnification.....	10-11
10.0 Work Product.....	11
11.0 Non-Discrimination.....	11-12
12.0 Termination.....	12-13
13.0 Audit/Accounting/Records .....	13
14.0 Special Provisions .....	14-16
15.0 General .....	17
Exhibit A Cost Proposal Sheet	
Exhibit B Consultant Proposal ( Not Attached)	
Exhibit C RFP PKARC-133 Santa Ana River Trails Engineering & Design Services (Not Attached)	

**ENGINEERING & DESIGN  
CONSULTING SERVICE AGREEMENT  
BY AND BETWEEN THE  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT  
AND  
RBF CONSULTING SERVICES**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between RBF Consulting, (herein referred to as "CONSULTANT"), and the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, (herein referred to as "DISTRICT"). The parties mutually agree as follows:

**1.0 DESCRIPTION**

CONSULTANT shall provide all Engineering and Design services including labor, material, equipment, transportation, supervision and expertise to complete the Engineering and Design Consulting Services for the "project" listed below:

**Santa Ana River Trails: Corona-Norco-Eastvale,  
and Segment State Route 71 (Prado Dam) to Hiddey Valley Wildlife Area.**

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

**Exhibit A:** CONSULTANT Cost Proposal Fee.

**Exhibit B:** CONSULTANT Proposal (not attached).

**Exhibit C:** RFP #PKARC-133 Santa Ana River Trails Design & Engineering Services (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.

**2.0 DESIGNATED CONTACTS**

Coordination of CONSULTANT and DISTRICT activities will be accomplished through a PROJECT MANAGER, and a DISTRICT PROJECT MANAGER.

The PROJECT MANAGER for CONSULTANT will be: John McCarthy

The DISTRICT PROJECT MANAGER for DISTRICT will be: Marc Brewer; Senior Park Planner

### **3.0 OTHER AGENCIES**

- A. **Lead Agency** – The DISTRICT has designated the City of Corona to act as lead Agency for this PROJECT, and is working collectively with other agencies in the effort to complete the PROJECT.
- B. **Other Agencies** – The other cooperating agencies are listed below and will hereinafter be collectively referred to as “AGENCIES”:
  - 1. City of Corona
  - 2. City of Norco
  - 3. Jurupa Community Services District

### **4.0 DISTRICT/AGENCIES STANDARDS**

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

### **5.0 CONSULTANT'S COMPENSATION**

- A. The DISTRICT shall pay the CONSULTANT for services performed, in accordance with the terms of Exhibit A, Cost Proposal Fee. Maximum payments by DISTRICT to CONSULTANT shall not exceed \$1,355,466.00; including all expenses. DISTRICT 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 A, DISTRICT shall not be responsible for payment of any of CONSULTANT's direct or indirect expenses related to this Agreement.
- B. CONSULTANT shall be paid progress payments only in accordance with an invoice submitted to DISTRICT by CONSULTANT within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONSULTANT only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Finance  
Attn: Julie Smith-Campbell  
Riverside County Regional Park & Open-Space District  
4600 Crestmore Rd  
Jurupa Valley, CA 92509

1. Each invoice shall contain a minimum of the following information: list of payments received and payments outstanding, include date, invoice number and amount of payments received, and date and amount of outstanding invoice (s), current invoice number and date; remittance address; bill-to; Agreement number PKARC-133; quantities; item descriptions, unit prices, itemized hourly rates, time, extensions, credits, sales/use tax if applicable, and an invoice total.
  2. Invoices shall be rendered monthly in arrears.
  3. In accordance with California Government Code Section 926.10, DISTRICT is not allowed to pay excess interest and late charges.
- C. This agreement is valid and enforceable only if sufficient funds are made available to DISTRICT for the purpose of this PROJECT. In addition, this agreement is subjected to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
- D. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended to reflect any reduction in funds.
- E. In the event of errors or omissions in the plans for PROJECT, CONSULTANT shall perform the necessary engineering and design services required to correct such errors and omissions without additional charge to DISTRICT.
- F. Reimbursable - The DISTRICT does not reimburse CONSULTANTS for what is termed "reimbursable". 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.
- G. Consultant agrees to extend any credits or price decreases for any unused hour (s) for services to the District for any portion of the work not performed.

## 6.0 EXTRA WORK

Extra work shall be performed only when requested or approved by the DISTRICT in advance, if any, and shall require prior written approval by the DISTRICT. Consultants' hourly rates, as described in Exhibit A, shall be used to calculate, if any, extra work. All extra work shall be negotiated and agreed to in writing by both parties. All extra work, if any, shall be "All inclusive" of all expenses required to provide the services agreed upon.

**7.0 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 project.

**8.0 DUTIES OF CONSULTANT**

- A. The CONSULTANT'S services referenced in Exhibit B and C, 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 coverage 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.

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 State of California, it's officers, agents, employees, 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 Insured's. 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 State of California, it's officers, agents, employees, 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 Insured's.

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 coverage 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 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 sub-consultants 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.

9. CONSULTANT shall endorse to the State of California that coverage shall not be canceled except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the State Coastal Conservancy.

## 9.0 LIABILITY AND INDEMNIFICATION

The CONSULTANT agrees to and shall indemnify and hold harmless the State of California, it's officers, agents and employees, 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 Indemnities.

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 Indemnities 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.

## **10.0 WORK PRODUCT**

All material, data, information, and written, graphic or other work produced under this agreement is subject to the unqualified and unconditional right of the State Coastal Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service, mark, or patent, the State Coastal Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

This agreement confers rights and remedies upon State Coastal Conservancy, as set forth in section 10.0 Work Product.

## **11.0 NON-DISCRIMINATION**

CONSULTANT shall not, in the performance of this Agreement, be discriminate, harass, or allow harassment against employee or applicant of employee, 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 (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex or sexual orientation (Government Code section 12940). The CONSULTANT and it's sub-consultants also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code Section 12945.1 and 12945.2). The CONSULTANT and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Pursuant to Government Code section 12990, the CONSULTANT and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations), are incorporated into this agreement by this reference, and, to the extent they shall be found to be applicable hereto, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

The CONSULTANT and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

## **12.0 TERMINATION**

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

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

After receipt of the notice of termination, CONSULTANT shall:

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

After termination, DISTRICT shall make payment only for CONSULTANT's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit A.

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

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

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.

### **13.0 AUDITS/ACCOUNTING/RECORDS**

The CONSULTANT shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The CONSULTANT shall maintain adequate supporting records in a manner that permits tracing from the request for payment to the accounting records and to the supporting documentation.

Additionally, the State Coastal Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The CONSULTANT shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the CONSULTANTS premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The CONSULTANT shall retain the required records for a minimum of three years following final payment by the DISTRICT. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

If the CONSULTANT retains any sub-consultants to accomplish any of the work of this agreement, the CONSULTANT shall first enter into an agreement with each sub-consultant requiring the sub-consultant to meet the terms of this section and to make the terms applicable to all sub-consultants.

## **14.0 SPECIAL 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 in phases so that all of the work on the project may be executed under separate contracts for each trails feature, of work as specified in the Scope of Work for construction.

If the DISTRICT and the CONSULTANT decide to have additive or deductive alternates for each phase, 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 DISTRICT and the CONSULTANT decision to 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. Districts Representative:**

The General Manager of the DISTRICT, 4600 Crestmore Road, Jurupa Valley, 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:**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after



their deposit in the United States mail, postage prepaid:

**DISTRICT**

RIVERSIDE COUNTY REGIONAL PARK  
& OPEN-SPACE DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509

**CONSULTANT**

RBF Consulting  
14725 Alton Parkway  
Irvine, CA 92618

**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 the Engineering & Design services will be one (1) year (365 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 September, 2013.

**I. 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. 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, codes, 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. Unforeseen 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.

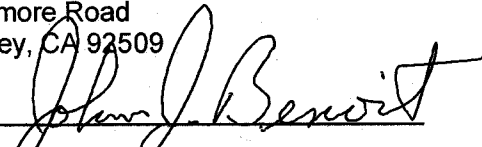
The Work is being performed by request of the DISTRICT, for the DISTRICT and the DISTRICT recognizes the inherent risk of working with a temporal material in an uncontrolled environment exposed to the associated risk factors inherent in such an environment.

**15. GENERAL**

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.

**BOARD OF DIRECTORS**

COUNTY OF RIVERSIDE  
RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509

Signature: 

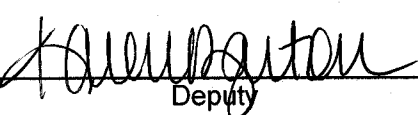
Print Name: JOHN J. BENOIT

Title: Chairman

Dated: NOV 06 2012

**ATTEST:**

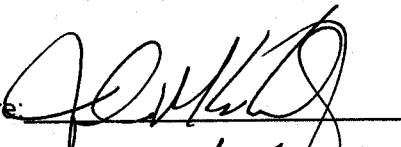
KECIA HARPER-IHEM, Clerk of the Board

By:   
Deputy

Dated: NOV 06 2012

**CONSULTANT**

RBF CONSULTING  
14725 Alton Parkway  
Irvine, CA 92618

Signature: 

Print Name: John McCarty

Title: Vice President

Dated: 10/19/2012

**APPROVED AS TO FORM COUNTY COUNSEL:**

PAMELA J. WALLS, County Counsel

By: 

Dated: 10/23/12

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

Request for Proposal #PKARC-133  
Bid Issue Date: 07/18/12  
Closing Date: 08/15/12 @ 11:00 PM  
Phone: (951) 955-4308 Fax (951) 955-4795  
Page 2 of 2

**EXHIBIT A  
(Cont'd)  
COST PROPOSAL FEE FORM**

Upon award to the successful Consultant, all work specified above shall be completed within the first year, with no obligation by the District to purchase any specified amount of services.

\*Consultant shall provide an itemized, detailed listing of all items A thru H. Provide a separate sheet for the "All Inclusive" Consultant Hourly Rate Fees and a separate "All Inclusive" Hourly Rate Fee sheet for each Sub-Consultant. List ALL fees of each listed item. Provide this as an attachment and entitle as: "Consultant Fees".

\*Other expenses (identify and itemize specifically what the other expenses are and their fees and what will trigger any additional costs). Include all other expenses and additional cost in \*Other Expenses above item H.

Extra Work: Any extra work, if needed, shall require prior written approval by the District. Consultants' hourly rates shall be used to calculate, if any, extra work. All extra work shall be negotiated and agreed to in writing by both parties. All extra work, if any, shall be "All inclusive" of all expenses required to provide the services agreed upon.

**CERTIFICATIONS**

I, John McCarthy, PE, a duly authorized agent of RBF Consulting, A Company  
Printed Name of Agent/Officer of Michael Baker Corporation  
Name of Organization/Consortium

Hereby certify that

RBF Consulting, A Company of Michael Baker Corporation

Name of Organization/Consortium

by submission of this proposal in response to the personal services RFP agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature  Date September 10, 2012

Title of Agent/Officer John McCarthy PE, Vice President

EXHIBIT A  
(Cont'd)



**HOURLY RATE SCHEDULE**  
Effective January 2012 through December 2012

<u>OFFICE PERSONNEL</u>	<u>\$/ Hr.</u>
Senior Principal	\$245.00
Principal	225.00
Project Director	220.00
Program Manager	215.00
Senior Project Manager	200.00
Project Manager	195.00
Structural Engineer	195.00
Technical Manager	180.00
Senior Engineer	163.00
Senior Planner	163.00
Electrical Engineer	156.00
Landscape Architect	150.00
Senior GIS Analyst	150.00
Project Engineer	148.00
Project Planner	148.00
Environmental Specialist	138.00
Design Engineer/Senior Designer/ Mapper	135.00
GIS Analyst	122.00
Designer/Planner	118.00
Project Coordinator	118.00
Graphic Artist	97.00
Environmental Analyst/Staff Planner	97.00
Design Technician	97.00
Assistant Engineer/Planner	93.00
Permit Processor	83.00
Engineering Aid/Planning Aid	75.00
Office Support/ Clerical	63.00
<u>FIELD PERSONNEL</u>	
2-Person Survey Crew	\$245.00
1-Person Survey Crew	165.00
Licensed Surveyor	175.00
Field Supervisor	172.00
<u>CONSTRUCTION MANAGEMENT PERSONNEL</u>	
Construction Manager	\$185.00
Resident Engineer/Project Manager	154.00
Senior Construction Inspector	123.00
Construction Inspector	118.00
Field Office Engineer	110.00
Construction Technician	95.00

**Note:**  
 Copying, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%. A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance. Vehicle mileage will be charged as an additional cost at the IRS approved rate.

**EXHIBIT A  
(Cont'd)**

**RBF Consulting**



**KTU+A 2012 Hourly Rates**

Principal.....	\$165.00
Senior Associate.....	\$135.00
Associate.....	\$115.00
Senior Designer/Senior Planner/GIS Analyst.....	\$105.00
Designer/Planner.....	\$85.00
Administration.....	\$75.00

**General Terms**

1. Hourly rates include provisions for normal overhead costs including fringe benefits, office rental, utilities, insurance, clerical services and equipment.
2. Reproduction, blueprinting, long distance telephone calls, travel outside of San Diego County, soil testing and other non-labor direct costs are billed at cost plus 15%.
3. Mileage outside of San Diego County will be billed at the approved IRS rate.
4. Rates are valid through December 31, 2012.

EXHIBIT A  
(Cont'd)

Mr. McCarthy, PE  
PW12-130

August 10, 2012  
Page 5

**DIAZ-YOURMAN & ASSOCIATES**  
**Schedule of Charges - 2012**

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<b>Professional Services</b>	
Staff I .....	\$107.00/hour
Staff II .....	123.00/hour
Project I .....	150.00/hour
Project II .....	172.00/hour
Associate I .....	172.00/hour
Associate II .....	193.00/hour
Principal .....	217.00/hour

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<b>Support Services</b>	
Word Processing/Clerical .....	77.00/hour
Technical Editing .....	82.00/hour
Technician I .....	89.00/hour
Technician II .....	109.00/hour

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<b>Prevailing Wage Field Services</b>	
Week Days (8 am to 5 pm) .....	125.00/hour
Weekday Overtime (first 4 hours) .....	159.00/hour
Week Nights (5 pm to 6 am), Saturdays (0 to 12 hours) .....	150.00/hour
Sundays, Holidays, Other Overtime .....	175.00/hour

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<b>Equipment</b>	
Field Truck .....	16.00/hour
Mileage .....	0.65/mile
Nuclear Gauge .....	85.00/day
Manometer .....	50.00/day
Slope Inclinometer .....	55.00/day
Coring Machine .....	200.00/day
Other Equipment .....	Separate Schedule

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Outside direct costs such as subconsultants, equipment rental, outside services, printing, copying, travel, and subsistence .....

Cost + 15%

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For non-prevailing wage field services provided by a staff engineer during night time (7 pm to 7 am) a \$160 surcharge/ per night and a minimum per visit charge of 4 hours will apply.

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Contract personnel may be charged at the hourly rates listed above. Travel time will be charged at regular hourly rates. Appearances as a witness (including depositions and court appearances) will be charged at a rate of \$140/hour plus expenses, with a minimum daily charge of 4 hours. Preparation will be charged at regular hourly rates.

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These rates are subject to a minimum 3 percent escalation for services provided in subsequent years.

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Invoices are due upon receipt and are past due 30 days after the invoice date. A finance charge of 1.5-percent per month, or the maximum allowed by law, will be charged on past due invoices.

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Diaz-Yourman & Associates makes no warranty, either express or implied, to its statements, conclusions, findings, recommendations or specifications except that they are prepared and presented in accordance with generally accepted standard of care.

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EXHIBIT A  
(Con't)

# CUMMING

August 9, 2012

Sue Fender, CPSM  
Senior Associate, Business Development  
RBF Consulting  
14725 Alton Parkway  
Irvine, CA 92618

Re: Santa Ana River Trails  
Proposal for Cost Management Services

Proposal No: 7320

Dear Sue;

Thank you for giving Cumming the opportunity to work on the above mentioned project. As requested please find attached our lump sum fee proposal for cost management services.

We understand that this project is Phase 2 of the proposed trail extensions/improvements between within the City of Eastvale and Pardon Basin (Reaches I through X). The project scope includes construction of a soft surface trail to serve equestrians and hikers and a paved trail for pedestrians and bicyclists, a trail bridge, staging areas at Awo Center Drive, Turn outs / Vista points, interpretive sites, trail signage, fences/gates/barriers, landscaping and irrigation and erosion control.

The trail sections include:

- a) Spillway Hill
- b) Pomona-Rincon Road
- c) Butterfield Drive in Reach IV
- d) Knoll Bluff north of the Corona Municipal Airport
- e) Eastvale Bluff

Our base scope of services will include a statement of probable cost (SOPC) on completion of the 90% Construction Documents and 100% Construction Documents design phases.

Our lump sum fixed fee can be itemized in the following manner:

Cost Management Services	Hrs	Rate	Amount	Total
<b>Task 1</b>				
<b>Prepare 90% Construction Documents SOPC</b>				<b>\$ 12,170</b>
Managing Director	5hrs	\$ 185	\$ 925	
Senior Cost Manager	15hrs	\$ 165	\$ 2,475	
Senior Cost Manager - MEP Services	10hrs	\$ 165	\$ 1,650	
Cost Manager	24hrs	\$ 150	\$ 3,600	
Assistant Cost Manager	32hrs	\$ 110	\$ 3,520	