

REQUEST FOR PROPOSAL (RFP)

Facility Condition Assessment Services and Capital Planning and Management Software (CPMS)

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605

RFP DUE

Date: Thursday, August 14, 2014
Time: before 2:00 pm
Location: 2950 Peralta Oaks Court
Oakland, CA 94605

OPTIONAL SITE VISIT

Date: Thursday, August 5, 2014
Time: 10:00 am
Location: 2950 Peralta Oaks Court
Oakland, CA 94605

Jeff Rasmussen
Grants Manager
East Bay Regional Park EBRPD
2950 Peralta Oaks Court
Oakland, CA 94605
Phone: (510) 544-2204
Email: jrasmussen@ebparks.org

East Bay Regional Park EBRPD

NOTICE IS HEREBY GIVEN THAT THE BOARD OF DIRECTORS OF THE EAST BAY REGIONAL PARK DISTRICT (EBRPD) will receive the Request for Proposal (RFP), at the EBRPD's Administration Building, at the Reception Desk located in the lobby of the building at 2950 Peralta Oaks Court, Oakland, California, 94605-0381 on August 14, 2014 before the hour of 2:00 p.m. for Capital Planning and Management System services. All bidding consultants must submit sealed proposals to furnish all necessary labor, technical expertise, and equipment to satisfactorily develop a Capital Planning and Management System for approximately 20% of EBRPD. The RFP opening will be public in the EBRPD's Board Room, located on the 1st floor. An optional introductory conference is scheduled for August 5, 2014, starting at 10:00 am at the EBRPD's Administration Building, 2950 Peralta Oaks Court, Oakland, CA 94605-0381. Each bidder will be allowed to ask questions and will be provided with additional project information. Inquiries for specific information will not be entertained prior to the aforementioned meeting. Questions from RFP participants/bidders and the corresponding response will be shared with all bidders via email upon request.

Request for Proposals may be picked up at EBRPD's Administration Building, 2950 Peralta Oaks Court, Oakland, CA 94605 or by emailing Jeff Rasmussen, Grants Manager at jrasmussen@ebparks.org. The Request for Proposal will be available on EBRPD's website at <http://www.ebparks.org/about/bids> from July 28, 2014 to August 14, 2014.

All requests for information must be directed to Jeff Rasmussen, Grants Manager by email only at jrasmussen@ebparks.org. The EBRPD will not respond to phone or fax requests for information. All bids shall be presented in accordance with the RFP specifications for this proposal.

Consultants are invited to but need not be present at the opening of the RFP. The Board of Directors reserves the right to reject any and all proposals, to modify the terms of this Request either before or after the deadline for submission of proposals, negotiate with one or more of the Consultants, to call for additional proposals, or to refrain from accepting any proposal. The Contract for Services agreement EBRPD expects to award shall in no event become effective until an award of contract is approved by Resolution of the Board of Directors.

EBRPD's policy in awarding this Contract of Services agreement will be based primarily on the most qualified Consultant overall. EBRPD will carefully investigate each Consultant's background and experience in the development of similar plans.

PROJECT BACKGROUND

East Bay Regional Park District (EBRPD) is seeking proposals from qualified firms to develop a Capital Planning and Management System. The selected firm will be tasked with providing EBRPD with Facility Condition Assessment Services and Capital Planning and Management Software, which shall be intended to inventory assets; input, prioritize, generate and track capital infrastructure replacement projects; calculate a facility condition index (FCI); and provide data for budget reporting and forecasting purposes. In addition the system will need to have the capability to assess the conditions of assets as a whole and at the sub-system level, generate annual and long range capital replacement plans and accurately forecast/track deferred maintenance costs.

EBRPD spans all of Alameda and Contra Costa counties, east of San Francisco, with 113,000+

East Bay Regional Park EBRPD

acres in 65 parks including over 1,200 miles of trails for hiking, biking, horseback riding and nature study. EBRPD offers lakes, shorelines, campgrounds, visitor centers, interpretive and recreation programs, swim facilities, picnic areas, indoor/outdoor rental facilities, golf courses and much more. See the EBRPD's website for additional details and for the locations of major EBRPD facilities: <http://www.ebparks.org/parks>.

PROJECT DESCRIPTION

As a pilot project EBRPD wishes to implement the CPMS at four parks: Tilden, Anthony Chabot, Lake Chabot and Coyote Hills. Following successful implementation, EBRPD would employ the Consultant over the following four years to add EBRPD's remaining assets into the system (approximately 20% per year) and look to set up a system to re-evaluate assets every five years on an ongoing basis as long as the system meets EBRPD's needs. EBRPD has approximately 760 infrastructure assets including buildings, pump stations, turf lawns, bridges, docks and piers. EBRPD existing lists of assets are attached as reference, but do not define the final scope of the project. EBRPD will look to the Consultant to investigate assets and help determine the assets to be included in the CPMS.

SCOPE OF SERVICES

Facilities Inspection and Assessment

Upon receipt of a written Notice to Proceed, the Consultant shall commence with the visual inspection of the assets at four parks: Tilden, Anthony Chabot, Lake Chabot and Coyote Hills. Based on EBRPD's available existing information, the Consultant will assist EBRPD in determining which assets to input into the system and then collect base data on the assets included in the assessment. This data should include location, asset number, name, photos, date of construction, number of floors, gross area, uses, types of heating and cooling systems, site maps, principal asset activities, and outstanding asset code violations. Included in the scope of the project is the assessment of the remaining lifecycle of major asset systems, and the identification of deferred maintenance requirements. The vendor should have thorough knowledge of ASTM Designation: E 2018-01, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process documents. The assessment should include the following systems for type and existing conditions:

- Building exterior systems: roofs, walls, window systems, exterior doors, and structural components
- Building interior systems: walls, doors, floors and ceilings
- Linear utility systems
- Heating, ventilation and air conditioning, controls and instrumentation, special equipment
- Electrical service and distribution
- Lighting and branch wiring
- Communications and security
- Plumbing
- Fire protection
- Elevators
- Turf lawn areas

East Bay Regional Park EBRPD

- Bridges, piers and docks

Software

All assessment data must be stored in a Capital Planning and Management System (CPMS) that supports the assessment methodology, objectives and requirements of the project as described in this document.

- Provide EBRPD with the capability to continually update all data, manage deferred maintenance and predict future capital renewal;
- Support a relational database (for example Oracle) that is open database connection (ODBC) compliant;
- Be capable of attaching photos, documents, CAD drawings as well as links to documents for storage and future retrieval;
- Include a cost estimating system embedded within the overall software which uses costs based upon RSMMeans® Unit Costs, including local City Costs Indices;
- Must support multiple asset types including linear, vertical and process equipment;
- System should provide an Environmental Systems Research Institute (ESRI) compatible geographic information system (GIS) module and/or integrate with ESRI GIS software.
- The ability to prioritize requirements and/or projects based on both condition and non-condition data;
- Supports mobile data collection devices/technology;
- Supports an unlimited number of users;
- Must be browser based. Which browsers (and versions of those browsers) are required for system use? When system is upgraded, how is browser compatibility maintained?
- Be able to generate a Facility Condition Index (FCI) and System Condition Index (SCI) that follow recognized industry standards. The information included in the calculation must be adjustable by manual intervention;
- Be able to generate multi-level financial modelling based on the deferred maintenance backlog, capital renewal and selected time frame;
- System must have flexible integration capability to integrate with any other external systems that may be appropriate including integrating with and transferring asset inventories with major Computer Maintenance Management Systems (CMMS) such as Maximo, Cartegraph, TMA, FAMIS, Tririga, Archibus and others;
- System must provide unlimited user-modifiable fields including the ability to create drop-down list;
- System must have the ability to import and export all data;
- The system must have the ability to generate ad hoc reports customizable by EBRPD, including the ability to add fields and an internal report writer and/or querying functionality to export data from the system to other standard file formats such as Excel;
- Please provide a list of the standard reports that are available with software;

2.4.2 Training

EBRPD requires a structured training program to be conducted for a large group of employees

East Bay Regional Park EBRPD

(to include a printed training manual for at least 10 user and an electronic manual distribution) in all aspects of the software functionality including updating information and generating reports based on various budget options. Please describe:

- Your formal user training program;
- The type of courses you offer and their duration;
- The level of training you would recommend;
- Any training materials offered.

Support

The vendor must provide an appropriate support program. Please describe:

- What levels of support are available, definitions of each level and what are the hours of operation and response times;
- Where your support services are located;
- Whether support includes product updates, as well as bug fixes at no extra charge;
- The helpdesk escalation procedure.

Hosting

The software should be a Vendor hosted application. Please describe:

- Your hosting capabilities;
- Your business continuity plan for the hosted environment;
- System client side hardware and software configuration requirements;
- What practices are in place for monitoring for unauthorized access to client information and what practices are in place to work with the client in the event that a breach of client data occurs.

Budget

Provide budget that includes annual costs of facility inspections, hardware, software, internal and external service costs, training and supplies.

PARK EBRPD RESPONSIBILITIES:

In their proposal, the Consultant shall define information, services and expertise needs from the EBRPD for the implementation of this project.

CONSULTANT DELIVERABLES:

1. Facility inspection and assessment services for four parks: Tilden, Anthony Chabot, Lake Chabot and Coyote Hills.
2. Fully functional Capital Planning and Management Software (CPMS) system for the four parks: Tilden, Anthony Chabot, Lake Chabot and Coyote Hills.
3. Training for EBRPD employees.

PROPOSAL SUBMITTAL PROCESS

PROPOSAL

The proposal shall contain the items listed below, organized in the following manner:

1. **Project Understanding** - Briefly demonstrate your understanding of the key elements of the project, including key project objectives.
2. **Scope of Services** - The proposal should contain a detailed scope of services and technical approach to undertake the project, including an initial assessment of the recommended level assets to be included in the system and level of inspection required, as well as an approach to scoping any necessary tasks and studies which may not be determined at this time or noted in this RFP.
3. **Project Team and Qualifications** - Provide a succinct description of the firm's capabilities, size and range of services including subconsultants. Identify team participants, project managers and key personnel of the Consultant and subconsultants who will be actively involved in the project, team structure, reporting relationships, and the amount of work for which each staff person will be responsible. Please include résumés of key personnel. Staffing assignments should be specific enough to demonstrate understanding of the skills required and commitment of proper resources. If awarded the contract, no staffing substitutions shall be made without EBRPD's approval.
4. **Relevant Experience** - Describe the firm's experience with similar projects and issues, particularly government agencies located in California. Provide not less than two (2) or more than five (5) examples of completed Capital Planning and Management Systems which the firm has undertaken. Include client references with the following:
 - a. Client name and contact information
 - b. Project description and location
 - c. Total value of the services provided
 - d. Key personnel involved
 - e. Subconsultants
5. **Project Management** - The proposal should briefly address project management including direct participants, coordination with EBRPD and stakeholders, progress reporting, quality assurance, quality control, cost and schedule control, meetings, etc.
6. **Work Schedule** - In accordance with the overall project implementation schedule, the proposal should reflect a scope of work and preliminary schedule that completes all deliverables.
7. **Define information, services and expertise need from the EBRPD for the implementation of this project.**
8. **Fee proposal shall include:**

East Bay Regional Park EBRPD

- a. Itemized list based on the Scope of Services with a breakdown by task/deliverable and subcontractors.
 - b. Maximum total lump sum fee for consulting services to complete the Scope of Services outlined herein for four parks: Tilden, Anthony Chabot, Lake Chabot and Coyote Hills.
 - c. Maximum total lump sum fee for consulting services to complete the Scope of Services outlined over the following four years to add all of EBRPD's remaining assets into the system (approximately 20% per year).
 - d. Unit costing for adding additional facilities not described here within.
 - e. An hourly professional service fee schedule.
9. Signature - Proposals must bear the signature of a principal in the firm.
10. Contract for Services – The proposal shall include a statement of the Consultant's willingness to accept the terms and conditions of the Park EBRPD's standard Contract for Services Class D (copy attached). Prospective consultants shall review the Contract for Services (Consultant's attention is directed to sections 8 and 9), show levels of insurance coverage in each category, and return this information with the proposal.

Please submit five (5) hard copies and one CD of the proposal. **Proposals must be received by the EBRPD before 2:00 PM on August 14, 2014.** Late proposals will not be considered.

Please deliver proposals to the following address:

EBRPD Administration Building, Reception Desk
Attention: Jeff Rasmussen, Grants Manager
East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605
Phone: (510) 544-2204
Email: jrasmussen@ebparks.org

East Bay Regional Park EBRPD

TENTATIVE CONSULTANT SELECTION SCHEDULE

Request for Proposal Available (Out to Bid)	July 21, 2014
Site Visit, (optional) RSVP	August 4, 2014
EBRPD's Final Response to RFI's	August 11, 2014
Proposal due	2:00 PM, August 14, 2014
EBRPD to Announce Short List	August 29, 2014
EBRPD will Interview all Short List Consultants	September 8 - 12, 2014
Review Award by Board Executive Committee	October 9, 2014
Tentative Award of Contract by Board	October 21, 2014

COMMUNICATIONS

Substantive questions regarding the proposal content, project approach, and scope of services and budget for proposals shall be submitted in writing to Jeff Rasmussen at jrasmussen@ebparks.org. Questions with EBRPD responses will be provided to all prospective consultants upon request.

CONSULTANT SELECTION PROCESS

WORK SCHEDULE

Completion of Scope of Services and submittal of all deliverables due by **December 31, 2015**.

SELECTION CRITERIA

Consultant selection shall be based upon:

Proposal (50%)

- Approach to completing the tasks involved in the Scope of Services.
- Professional experience providing Facility Condition Assessment Services and implementing Capital Planning and Management Software systems, previous projects of a similar type and scale.
- Cost proposal.
- Qualifications of the project team members.

East Bay Regional Park EBRPD

Interview (50%)

- Demonstration of project understanding and organized approach.
- Communication and coherency of project team members.
- Demonstration of ability to address complex problems productively and work with EBRPD staff to develop cost efficient / aesthetic solutions.

COMPENSATION

Compensation for consulting services shall be based on the consultants current fee schedule of professional services (including projected expenses), not to exceed the proposed maximum lump sum fee.

REJECTION RIGHTS

All firms are hereby notified that the selection of a Consultant for this project and any agreements for services resulting from this Request for Proposals is dependent upon the approval of the East Bay Regional Park District (EBRPD) Board of Directors. EBRPD reserves the right to reject any and all submittal or to re-solicit if it is deemed to be in the public interest.

COST OF RESPONSE PREPARATION

EBRPD will make no reimbursement for any cost incurred by a prospective Consultant for the preparation of a response to this Request for Proposals.

EXHIBITS

Exhibit A	EBRPD Standard Contract “D” for Services
Exhibit B	EBRPD’s List of Buildings and Structures (Existing Assets in Tilden, Anthony Chabot, Lake Chabot and Coyote Hills highlighted.)
Exhibit C	EBRPD’s List of Bridges, (Existing Assets in Tilden, Anthony Chabot, Lake Chabot and Coyote Hills highlighted.)
Exhibit D	EBRPD’s List of Piers and Docks (Existing Assets in Tilden, Anthony Chabot, Lake Chabot and Coyote Hills highlighted.)
Exhibit E	EBRPD’s List of Water Utilities (Existing Assets in Tilden, Anthony Chabot, Lake Chabot and Coyote Hills highlighted.)

East Bay Regional Park EBRPD

Exhibit F

EBRPD's List of Lat/Long for Buildings and Water Utilities

Exhibit A - EBRPD Standard Contract "D" for Services

**CONTRACT FOR SERVICES
CLASS D
(High Risk)**

THIS AGREEMENT, made and entered into this _____ day of _____, between the East Bay Regional Park District, a special district, 2950 Peralta Oaks Court, Oakland, California ("District") and _____, hereinafter referred to as "Contractor."

RECITALS

A. District desires to engage the services of Contractor to provide various services herein described; and

B. Contractor desires to perform such services for District;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Term

The term of this Agreement shall commence _____, and shall end on _____. This Agreement may be terminated at any time by either party by giving 30 days' prior written notice to the other party.

2. Scope of the Contract

a. During the term of this Agreement, Contractor shall provide services as documented in Exhibit A attached hereto and made a part hereof.

Contractor agrees to utilize his/her professional skill and best efforts in the performance of the services specified herein. The representative of Contractor who will make all presentations, attend public hearings and supervise all service shall be _____.

b. District shall be responsible for performances under Exhibit B (unless not necessary and covered in Exhibit A) attached hereto and made a part hereof.

The representative of District who will monitor this Agreement and be responsible for its interpretation and/or modification shall be _____.

3. Time of Performance and Payment

a. Performance: Contractor's work shall be scheduled and performed to meet agreed-upon deadlines.

b. Payment: District shall compensate Contractor for services performed by Contractor as set forth in the rate schedule documented in Exhibit C (unless not necessary and

covered in Exhibit A) attached hereto and made a part hereof. All expenses incurred as part of this Agreement will be reimbursed at actual cost. Such compensation shall be full payment to Contractor (including expenses) for performance of said services; provided, however, that in no event shall the sum of total compensation paid Contractor and reimbursable expense exceed \$_____ without prior written authorization by District.

Contractor shall submit his/her compensable hours and reimbursable expenses monthly, and District shall make payments on the approved reimbursable expenses within 30 days, provided that in no event shall the amount paid Contractor exceed that percentage of the maximum total compensation and expenses payable under this Agreement (\$_____) which percentage equals the percentage of Contractor's work complete at the time.

4. Abandonment of Project

a. District shall have the right to abandon or indefinitely postpone ("abandon" or "abandonment") the project or the services for any or all of the project at any time. In such event, District shall give written notice of such abandonment. In the event of abandonment prior to completion of the final drawings and cost estimates, Contractor shall have the right to expend reasonable additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to District, a complete report of said proposed job closure and its costs, and District may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by District, together with any other charges outstanding at the time of termination, shall be payable by District within 30 days following submission of a final statement by Contractor.

b. Should the project or any portion thereof be abandoned, District shall pay Contractor for all services performed theretofore in accordance with the terms of this Agreement as provided in paragraph 3.a and b above, as full payment due hereunder.

5. Contractor as Independent Contractor

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an agent or employee of District. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him/her in the performance of his/her services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for his/her own acts and those of his/her subordinates, subcontractors, agents and employees.

6. Brokers: Compliance with Federal, State and Municipal Statutes

Contractor warrants that he/she has not employed nor retained any broker, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that he/she has not paid nor agreed to pay any broker, agent, company, nor persons other than bona fide employees any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon

East Bay Regional Park EBRPD

or resulting from the award of this Agreement. Contractor shall indemnify, defend, protect and hold harmless District, its directors, officers and employees from such claims.

Contractor shall comply with all Federal, State and local laws and regulations applicable to his/her work hereunder.

7. Employment Practices

During the performance of this Agreement, Contractor agrees as follows:

a. Contractor and Contractor's subcontractors will not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin. Contractor and Contractor's subcontractors will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

b. Contractor and Contractor's subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, or national origin.

c. Contractor and Contractor's subcontractors will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. Indemnification

a. Contractor agrees to indemnify, hold harmless, defend and protect District, its officers, directors, agents, employees, and invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Contractor.

b. District shall have no responsibility to safeguard the equipment and property of Contractor or any of his/her sub-Contractors. District shall have no responsibility to safeguard or protect the Contractor, or his/her employees, agents, officers, directors, or any of his/her sub-Contractors from bodily injury (including death) or personal injury.

c. In the event a claim is made against District or District is named a co-defendant in any action encompassed by paragraph 8(a) above, Contractor shall immediately notify District of such fact, and at District's option shall either retain legal counsel to represent

East Bay Regional Park EBRPD

District in such action at Contractor's sole expense or reimburse District for District's litigation costs, expenses and attorneys' fees in undertaking to represent itself.

d. In the event a claim is made against both District and Contractor for the joint and several liability of District and Contractor, the determination as to the apportionment of liability between District and Contractor shall be made by the judge in a court of competent jurisdiction. Neither District nor Contractor shall request that the apportionment of liability be determined by a jury. Notwithstanding the apportionment of liability between District and Contractor, Contractor shall nevertheless be responsible to indemnify and hold harmless District as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of District, its officers, directors, agents or employees.

e. Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases District from any liability relating to or in any way connected to Contractor's activities or Contractor's use of the property, premises or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of District, its officers, directors, agents or employees.

f. The provisions of this section shall survive the termination or expiration of this Agreement.

9. Insurance

a. Contractor shall procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies licensed to do business in the State of California, which are rated at least "A" or better by A.M. Best Company and which are acceptable to District. Contractor shall, 15 days prior to the commencement of this Agreement and prior to the termination of any policy, supply District with a certificate showing that such insurance is in force.

(1) Workers' Compensation as required by law and Employer's Liability with limits of \$500,000 per occurrence (if employees are to be hired).

(2) General Liability (bodily injury and property damage) on an occurrence basis in an amount not less than \$1 million per occurrence and at least \$2 million in the aggregate, including premises and operations (including off-site operations), blanket contractual liability, broad form property damage, products and completed operations, owner's and contractor's protective liability, (and if one or more of the following is applicable) personal injury, coverage for explosion, collapse and underground hazards, non-owned watercraft protection and indemnity, U.S. longshore and harbor workers coverage, pollution liability, liquor liability, and saddle animal liability.

(3) Automobile Liability (bodily injury and property damage) in an amount not less than \$1 million per occurrence extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under Agreement.

East Bay Regional Park EBRPD

(4) Professional errors and omissions, including contractual liability, in an amount not less than \$1 million per occurrence and \$2 million in the aggregate. Such coverage may be written on a claims-made basis.

b. Each of the above policies must contain a provision that the policy shall not be cancelled or the terms or conditions thereof materially changed without 30 days' prior written notice to District. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of this Agreement.

c. Upon written request by District, the insurer or his/her agent will furnish a copy of any policy cited above, certified to be a true and complete copy of the original.

d. The policies listed under a(1) above shall contain a waiver of subrogation in favor of the District.

e. The policies listed under a(2) and a(3) above shall name the District as an additional insured with respect to the operations performed under this Agreement.

f. The coverage afforded on behalf of District under a(2), a(3) and a(4) above shall be primary insurance and any other insurance available to District under any other policies shall be excess over the insurance outlined above.

g. Upon written request of District, annual loss reports will be supplied to District. The loss report will include a list of all incidents/claims submitted against the insurance company and the estimated reserved and paid value of the claims.

h. District reserves the right to require reasonable increases in the limits of coverage from time to time during the term of this Agreement.

i. Policies should be written on an occurrence basis. Only by special permission of District may a claims-made form be used. The retroactive date on any policy written on a claims-made basis shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy, provided that the extended reporting or discovery period shall not be less than 36 months following expiration of such policy.

Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.

In case of the breach of any provision of this section, District may, at District's option, take out and maintain, at the expense of Contractor, such types of insurance in the name of the Contractor as District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the District.

10. Default

In the event that Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following:

- a. Enforce performance of the Agreement by Contractor,
- b. Terminate this Agreement, or
- c. Perform the obligations of the Contractor,

whereupon Contractor shall reimburse District for any amounts paid or expenses incurred by District, or pay District any expenses and/or damages incurred by District in the performance of such obligations, together with interest at the maximum rate of interest allowed by law on demand by District. District at its option may deduct any sum due to District from sums to be paid by District to Contractor. The above remedies are in addition to any other remedies at law or equity District may have. Contractor shall pay or reimburse District for all of District's costs and expenses, including reasonable attorneys' fees incurred in enforcing its rights hereunder.

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of District and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Advice of Counsel/Attorneys' Fees

If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action from the losing party.

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

13. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be personally delivered or sent by prepaid U. S. certified or registered postage, return receipt requested, addressed to the recipient as follows:

East Bay Regional Park EBRPD

DISTRICT: East Bay Regional Park District
P. O. Box 5381
Oakland, CA 94605-0381

CONTRACTOR:

Either party may change its address by giving notice to the other in the manner provided herein.

14. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

15. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties. In the event that the terms or conditions of any Exhibits to this Agreement conflict, directly or indirectly, with paragraphs 1 through 16 of the Agreement, the provisions of paragraphs 1 through 16 of the Agreement shall control.

16. Severability

The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

EAST BAY REGIONAL PARK DISTRICT

By _____
Chief or AGM or GM

By _____
Contractor

Date: _____

Date: _____

*Contract for Services Class D
(11/2006)*

East Bay Regional Park EBRPD

Exhibit B - EBRPD's List of Buildings and Structures (Existing Assets in Tilden, Anthony Chabot, Lake Chabot and Coyote Hills highlighted)



Exhibit 7e
Buildings-Structures:

Exhibit C - EBRPD's List of Bridges (Existing Assets in Tilden, Anthony Chabot, Lake Chabot and Coyote Hills highlighted)



Exhibit 7c Bridges
Inventory.xlsx

Exhibit D - EBRPD's List of Piers and Docks (Existing Assets in Tilden, Anthony Chabot, Lake Chabot and Coyote Hills highlighted)



Exhibit 7b Docks
and Piers Inventory.:

Exhibit E - EBRPD's List of Water Utilities (Existing Assets in Tilden, Anthony Chabot, Lake Chabot and Coyote Hills highlighted)



Exhibit 7d Water
Utilities Inventory.xl:

Exhibit F - EBRPD's List of Lat/Long for Buildings and Water Utilities



Structures.xlsx