



Request for Proposals (RFP) for Consulting
Services

for

Park Impact Fee Program Update / Nexus Study

RFP Release Date: Thursday, September 22, 2016

RFP Due Date: Monday, October 28, 3:00 pm

Contact:

Katrina Jackson, Ed.D.
Director of Administration and Finance
1021 Harvard Way
El Dorado Hills, CA 95762
Phone: (916) 933-6624
Fax: (805) 404-4181
kjackson@edhcsd.org
www.eldoradohillscsd.org

TABLE OF CONTENTS

GENERAL INFORMATION	3
SCHEDULE OF PROPOSED ACTIVITIES	4
FORMAT OF PROPOSAL	5
SELECTION PROCESS	6
CONDITIONS OF REQUEST	7
ATTACHMENT A – LIST OF KEY DOCUMENTS	9
ATTACHMENT B – PROPOSED SCOPE OF WORK	10
ATTACHMENT C – STANDARD CONSULTANT AGREEMENT	13

GENERAL INFORMATION

The El Dorado Hills Community Services District (District) was formed on May 21, 1962 by County Board of Supervisors Resolution No. 98-62 and under Government Code §61600 as an independent special district. The CSD serves a large, densely developed suburban population located east of the Sacramento County Line and mostly north of Highway 50. Major access roads/inhabited corridors include Highway 50, El Dorado Hills Boulevard, Silva Valley Parkway, Green Valley Road, Francisco Drive, Salmon Falls Road, Bass Lake Road and Latrobe Road. The EDHCSD boundary encompasses approximately 28 square miles (14,400 acres) and the District serves the most populated community in the county.

The CSD owns and manages over 294 acres of land including 138 acres of parks and 127 acres of open space. Fifteen of our parks remain undeveloped, while work on new parks continues. We have a full time staff of 26 park and recreation professionals and support staff, in addition to over 150 part time and seasonal employees.

The District is seeking a consultant who can assist in preparing the required analysis and studies necessary to comprehensively update its Park Impact Fee (PIF) Program. The last formal impact fee study was completed in 2007. The study must meet the requirements of Government Code section 66000 et seq., commonly known as AB 1600, as well as Government Code section 65477. Proposals will be accepted until 3:00pm on Monday, October 28, 2016 at 1021 Harvard Way, El Dorado Hills, CA 95762.

The District currently has one (1) impact fee in place; Park Impact Fees. The average total fees generated is \$636,073 annually and the balance is \$8,082,124 (as of 6/30/16).

SCHEDULE OF PROPOSED ACTIVITIES

Activity	Date
RFP Issued	September 22, 2016
Proposal Submittal Deadline	October 28, 2016
Selection of Top Firm	October 31, 2016
Board of Directors Approves Contract	November 10, 2016
Commence Work	December 10, 2016
Draft PIF Report to District for Review	January 2017/February 2017
District Council Adoption of Final DIF and CIP Programs	February 2017/March 2017

The District has made every effort to include sufficient information within this Request for Proposal for a consultant to prepare a responsive, comprehensive proposal. The timing of the proposal process is subject to change, depending on the needs of The District, but is anticipated as follows:

a) **RFP Issued:** September 22, 2016

b) **Proposal Submittal Deadline:** Proposals must be clearly marked and submitted in a sealed envelope plainly marked on the outside: **“Park Impact Fee Program Update/ Nexus Study Proposal”** no later than **3:00 pm, October 28, 2016**. Late submissions after the deadline or proposals delivered via fax will not be accepted. A total of **two (2)** identical proposals and one pdf copy must be submitted and labeled as follows:

***El Dorado Hills Community Services District
Attention: Katrina Jackson, Director of Admin & Finance
Park Impact Fee Program Update / Nexus Study Proposal
1021 Harvard Way
El Dorado Hills, CA 95762***

c) **Proposal Review:** The District will evaluate each proposal submitted. It is anticipated that the review process will be completed by October 31, 2016.

d) **Results:** No notification will be sent to unsuccessful bidders.

No letters or correspondence will be sent notifying prospective bidders of any modifications or clarifications to this RFP. It is the responsibility of the bidder to carefully examine this RFP and any addenda, which, if issued, will be posted on The District’s website (<http://www.eldoradohillscsd.org>) .

FORMAT OF PROPOSAL

The District is requesting one pdf copy and one bound paper copies of the proposal, which must contain the following information:

Letter of Interest: Please include a letter expressing the Consultant's interest in being considered for the project. Include a statement regarding the Consultant's availability to dedicate time, personnel, and resources to this effort during the period of October 2016 to February 2017. The letter of interest must include a commitment to the availability of the Consultant and all key project staff during the planning period and a proposed schedule designed to meet the District's deadline for the report. Describe your approach to completing the project successfully and within the proposed budget and schedule.

Relevant Experience: Please include information describing the Consultant's experience, demonstrating competence and professional qualifications for the satisfactory performance of the services outlined in the Proposed Scope of Work (Attachment B) of this RFP. At a minimum, the Consultant should provide a list of the most recent projects for which the Consultant has performed similar services of similar size, scope, and complexity. This list should focus on fee studies performed by the Consultant that comply with the requirements for preparation of such studies imposed by applicable law, including but not limited to Government Code section 66000 et seq. and Government Code section 65477. This list shall include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

Project Manager/Key Staff: Please include information about the specific relevant experience and billing rates for the proposed Project Manager and the Principal-in-Charge (if that person is different from the Project Manager) and all other applicable staff. A project manager must be designated and must be the principal contact for The District. Information on the experience of the Project Manager (on similar projects) and at least three references for the Project Manager and Principal-in-Charge (should that be a different person) are required.

Proposed Scope of Work: Provide a Proposed Scope of Work, which is based on the scope of work contained in Attachment B of this RFP, and discuss any ideas for modifying, clarifying, or improving the District's proposed scope of work.

Budget and Schedule: Based on the Proposed Scope of Work (Attachment B), please provide a detailed budget and schedule that meets the five month timeframe proposed by the District. If your proposed schedule exceeds the proposed five month timeframe, please indicate the reasons why you believe additional time will be needed to complete the project.

SELECTION PROCESS

The District will evaluate proposals and select the Consultant who possesses the best combination of demonstrated competence and the necessary qualifications to complete the services in a satisfactory manner at a fair and reasonable price. In making this determination, the District may consider the following criteria:

- The Consultant's demonstrated understanding of the proposed project and the El Dorado Hills community, and its demonstrated ability to successfully complete the project in a timely manner.
- The Consultant's proposed approach to the work and work plan.
- The Consultant's past experience completing projects of a similar type, size, and complexity.
- The quality and experience of the Project Manager and key staff persons who will be working on the project on a regular basis.
- The Consultant's proposed costs for the engagement and ability to deliver the proposed Scope of Work within their proposed schedule.
- The Consultant's ability to meet the District's standard contract and insurance requirements.

Upon completion of the evaluation of proposals, the District will notify the selected Consultant and send a Consultant Services Agreement (sample copy included in Attachment C of this RFP) to that firm. No proposal shall be binding with the District until after the Consultant Services Agreement is signed by a duly authorized representative of both the Consultant and the District.

The District will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability or national origin in the contract award.

CONDITIONS OF REQUEST

General Conditions:

The District reserves the right to exercise discretion and apply its judgment with respect to all proposals submitted.

The District reserves the right to reject all proposals, either in part or in its entirety, or to request and obtain, from one or more of the consulting firms submitting proposals, supplementary information as may be necessary for District staff to analyze the proposals.

The District may elect to award a contract in multiple phases, as is deemed to be in the District's best interest. Should the District award projects in phases, the District reserves the right to award the phases to the same firm.

The Consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

The District reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. No letters or correspondence will be sent notifying prospective bidders of any modifications or clarifications to this RFP. It is the responsibility of the bidder to carefully examine this RFP and any addenda, which if issued, will be posted on the District's website.

The District reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities and to request additional information from proposing firms. By requesting proposals, the District is in no way obligated to award a contract or pay expenses of the proposing consultant in connection with the preparation or submission of a proposal.

The District's decision to award a contract will be based on many factors including but not limited to service, cost, experience and quality. No single factor, such as cost, will determine the final decision to award.

Liability of Costs and Responsibility:

The District shall not be liable for any costs incurred in response to this Request for Proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the District harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the District and public records and, as such, may be subject to public review.

The selected organization will be required to assume responsibility for all services offered in the Proposal whether or not they possess them within their organization. The

selected organization will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Standard Consultant Agreement:

A sample consultant agreement has been provided in Attachment C of this RFP. The agreement will not be executed by the District without first being signed by the bidder.

Permits and Licenses:

Bidder, and all of bidder's subcontractor's, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses.

Insurance:

Prior to the beginning of and throughout the duration of work, the Consultant will maintain insurance in conformance with the requirements set forth in Exhibit C of the Standard Consultant Agreement (Attachment B of this RFP).

Bidder's Representative:

The person signing the Proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

ATTACHMENT A – LIST OF KEY DOCUMENTS

Click to go to the following weblinks:

Master Plan

http://www.eldoradohillscsd.org/images/community_interest/master_plan/edh_park_and_rec_master_plan_final.pdf

FY 2016-2017 Adopted Budget

http://www.eldoradohillscsd.org/images/admin_and_finance/approved_budget_fy_16_17.pdf

Current PIF Fees

See Adopted Budget

http://www.eldoradohillscsd.org/images/admin_and_finance/approved_budget_fy_16_17.pdf

ATTACHMENT B – PROPOSED SCOPE OF WORK

The District has identified the following tasks for this project. These tasks are suggestive and intended as a general guideline. The consultant is encouraged to recommend alternative tasks, scopes, and services that may be appropriate. The District plans to bring the updated Development Impact Fee and Capital Improvement Plan to the District's Board of Director's for its action by December 2016 / January 2017.

Task 1: Develop Project Strategy

November 2016

Task 1.1 The Consultant will review and consider the documents in Attachment A of this RFP and/or others supplied by the District.

Task 1.2 The Consultant will develop a list of park impact fees charged by surrounding and similar cities in California. This comparison should highlight what is included in these fees and, to the extent practicable, make comparisons of similar types of fees. The District is also interested in having the Consultant suggest new fee areas that other similar cities have adopted and implemented.

Task 1.3 The Consultant will convene at least one strategy session with the District to determine the project's direction, including fee categories (new, existing, and/or whether to include other District impact fees); perform a special analysis of other items of strategic importance identified by the District and/or Consultant.

Task 1.4 Meet with local Builders Industry Association (BIA) to ascertain their stance and input on the PIF program.

Task 2: Hold Project Kickoff and Project Management Meetings

November 2016 - Feb. 2017

With a strategy in place, the Consultant and the District will hold a kick-off meeting to discuss the project, deliverables, timetables, and tasks.

The Consultant will participate in weekly or bi-weekly (every other week) conference calls and/or meetings with District staff to report on progress and/or problems, and identify potential solutions and courses of action. Two days before these meetings and/or calls, the Consultant will provide an agenda of items to be discussed. Following each meeting/call, the Consultant will provide a summary of the discussion highlights and actions to be taken by the Consultant and District. The Consultant will provide the summary to the District staff team to ensure all are in agreement and understand tasks to be completed to avoid unnecessary delays in the project schedule.

Task 3: Data Collection

December 2016 - January 2017

Working closely with District staff, the Consultant will collect all data required to fully support the project, including existing and anticipated future development projections, a list of prioritized public improvements and other relevant information.

The District intends for the Consultant to review the District's existing PIF fees, as well as review the administrative fee used to fund administration of the PIF program as set in the District's 2007 Nexus Study.

The District's 5-year CIP Plan is included in the Approved Budget Document, and the proposed future capital projects are identified in the Master Plan and is available to the Consultant to use in the analysis. The Consultant's review shall be based on their professional judgment and experience and, if needed, develop high-level cost estimates for improvements based on comparable projects.

Task 4: Fee Calculation and Analysis

January - February 2017

The Consultant will develop a fee model and calculate the supportable fees for Park Impact Fees based on the District's existing fees, including Quimby fees, and updating the administrative fee to fund administration of the PIF Program, if warranted. The analysis will also consider the existing Park Impact Fees and the comparison of these impact fees to both surrounding and similar cities in California to ensure reasonableness, consistency, and feasibility of the fees and projects proposed to be funded as part of the study, as prepared in Task 1.

Task 5: Prepare Administrative PIF Program/Nexus Study Update

February - March 2017

The Consultant will prepare and provide a comprehensive administrative draft, as well as technical reports, including but not limited to, methodology, findings, supporting justification, recommended impact fees and calculations that provide the legal nexus between the fee recommendations and new development as required by law.

The Consultant will document all work assumptions, analysis procedures, findings, graphics, impacts, and recommendations, with technical documentation in appendices. The administrative draft and individual technical reports will include an executive summary and conclusion.

In general, the administrative draft will consist of a discussion of the framework, description of the project, applicable statutory/legal framework, methodologies used, analysis, and fee methodology recommendations.

The administrative draft will include strategies and options for policymakers to set fees both at and below full cost recovery, and an analysis of how these options would result in the elimination of specific projects or types of projects from the proposed project list for each fee category.

The Consultant also will revise the administrative draft according to one set of consolidated comments on the draft reports from the District.

**6. Prepare Public Review Draft DIF Program/Nexus Study and CIP Plan Updates
January 2017 – February 2017**

Based on Tasks 1 through 5, the Consultant will develop and then present a Public Review Draft in an outreach meeting to key stakeholders, such as members of the business community and developers, and one public hearing before the District's Board of Directors. The purpose of this meeting is to solicit community and stakeholder input. The proposed budget should include a cost per meeting in case additional public meetings are necessary. The Consultant shall develop handouts for these meetings that summarize the findings and analysis from the Public Review Draft.

**7. Final DIF Program / Nexus Study and CIP Plan and Adoption by District
Council**

March 1, 2017

After incorporating input from the community on the Public Review Draft, the Consultant shall prepare a final draft of the report. The Consultant shall make revisions based on one set of consolidated comments on the final draft from the District and shall review a draft of a proposed ordinance prepared by the District.

The Consultant will present the Final Update and Study to the District's Board of Directors during a public hearing, and make revisions, if any, requested by the Board. The Consultant will assist staff and participate in the presentation to the Board if any additional follow-up Board meetings are needed to complete their adoption of the updated PIF.

ATTACHMENT C – STANDARD CONSULTANT AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

(El Dorado Hills Community Services District)

This Agreement for Professional Services (“Agreement”) is made and entered into on this ___^h day of November 2016, by and between the **El Dorado Hills Community Services District** (herein after referred to as “the DISTRICT”) and _____ (hereinafter referred to as “CONTRACTOR”).

1. Services. The services to be performed by CONTRACTOR under this Agreement shall include those services set forth in **Exhibit A**, attached hereto and incorporated herein by reference. Performance of the work specified in **Exhibit A** is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes/additions that may be made subsequently hereto upon the mutual written agreement of said parties.

CONTRACTOR shall conduct the activity in a professional and dignified manner, and shall not permit any person participating therein to violate any rule or regulation of the department, DISTRICT, state or federal law. CONTRACTOR shall at all times, faithfully, industrially and to the best of his ability, experience and talent, perform all tasks described in Exhibit A.

The DISTRICT may make unannounced site visitations, and independently audit all records in connection with the program.

CONTRACTOR shall not commence any work exceeding that described in **Exhibit A** without prior written authorization from DISTRICT. CONTRACTOR agrees to perform such work only if requested in writing by DISTRICT and shall bill for such services in a separate agreement.

2. Conflict of Interest. CONTRACTOR (including principals, associates and professional employees) covenants and represents that it presently has no investment or interest, and shall not acquire any investment or interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants and represents that it does not now have and shall not acquire any source of income, business entity, interest in real property or

investment which would be affected in any manner or degree by the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants and represents that no person having any such investment or interest shall perform any services under this Agreement.

3. Independent Contractor. CONTRACTOR and any and all agents and/or employees of CONTRACTOR shall perform services required pursuant to this Agreement as an independent contractor and not as an officer, employee or agent of the DISTRICT. Payments to CONTRACTOR will be reported to state and federal tax authorities as required by law, and the DISTRICT will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for payment of all applicable taxes. CONTRACTOR shall be liable for CONTRACTOR's own actions, omissions and errors, including CONTRACTOR's negligence or gross negligence, and shall be liable for acts, omissions or errors of CONTRACTOR's agents or employees.

CONTRACTOR may be required to obtain a business license from the El Dorado County Tax Collector (621-5800).

4. Term. This Agreement shall commence on the date first written above, and will carry forward for a period not to exceed Eight (8) months, unless terminated by either party in accordance with the provisions set forth in Section 5 below.
5. Termination.
 - (a) The DISTRICT may terminate this Agreement, as a matter of convenience, by providing CONTRACTOR with fifteen (15) days prior written notice of termination. Notice of termination shall be given by the DISTRICT General Manager. Similarly, CONTRACTOR may terminate the Agreement by providing the DISTRICT with a minimum of thirty (30) days prior written notice, provided that no termination by CONTRACTOR shall be effective prior to rendition of services, lessons or tournament management for which money has been collected from the participants. Upon such suspension or termination, CONTRACTOR shall be paid for all services actually rendered to the DISTRICT to the date of such suspension or termination.
 - (b) Should CONTRACTOR fail within three (3) working days from receipt of DISTRICT's written notice to correct any deficiencies related to failure to perform the Work in accordance with this Agreement including its Exhibits; failure to comply with the directions of DISTRICT; or failure to pay its creditors, DISTRICT may terminate this Agreement. Following a termination for default, DISTRICT shall have the right to take whatever steps it deems necessary to correct and complete the work and charge the cost thereof to CONTRACTOR, who shall be liable for the full cost of DISTRICT's corrective action, including reasonable overhead, profit and attorneys' fees.

6. Default. In the event that CONTRACTOR is in default for cause under the terms of this Agreement, the DISTRICT shall have no obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default. Default shall include, but is not limited to, performing the tasks described herein to the reasonable satisfaction of the General Manger of the DISTRICT. Failure by CONTRACTOR to make progress in the performance of work hereunder, if such failure arises out of causes beyond his control, and without fault or negligence of CONTRACTOR, shall not be considered a default.
7. Ownership of Documents. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of this Agreement, all original documents and other related material generated in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the DISTRICT and may be used, reused or otherwise disposed of by the DISTRICT without the permission of CONTRACTOR.
8. Compensation. CONTRACTOR will be paid \$_____ per hour for those services set forth in **Exhibit A**.
9. Payment Schedule. Payment shall be made by check monthly upon CONTRACTOR's submission of bills for tasks completed and materials purchased, as authorized by this Agreement. If work is halted at the request of the DISTRICT, compensation shall be based upon the proportion that the work performed bears to the total work required by this Agreement.
10. Subcontractors. CONTRACTOR shall be solely responsible for any compensation due or payable to persons employed by the CONTRACTOR in connection with such activity, and obtain other necessary employee coverage. (i.e., workers compensation insurance, etc.) CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR hereunder. No subcontractor of CONTRACTOR will be recognized by DISTRICT as such; rather, all subcontractors are deemed to be employees of CONTRACTOR, and CONTRACTOR agrees to be responsible for their performance. CONTRACTOR shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of CONTRACTOR fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately from the work under this Agreement on demand of the DISTRICT.
11. Worker's Compensation. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance

with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

12. Waiver of Subrogation. CONTRACTOR and CONTRACTOR's insurance company agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officials, agents and employees for losses paid under CONTRACTOR's worker's compensation insurance policy which arise from the work performed by CONTRACTOR for the DISTRICT.
13. Facility and Equipment. The DISTRICT shall make office space, computer and office equipment, and basic office supplies available to CONTRACTOR upon availability and reasonable advance notice.
14. Warranties and Responsibilities. CONTRACTOR agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of CONTRACTOR's profession. CONTRACTOR agrees and represents that the work performed under this Agreement shall be in accordance with applicable federal, state and local law. CONTRACTOR represents and warrants to DISTRICT that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to DISTRICT that CONTRACTOR shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONTRACTOR to practice its profession or are necessary and incident to the due and lawful prosecution of the services it performs under this Agreement. CONTRACTOR shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by the DISTRICT. The DISTRICT is not responsible or liable for CONTRACTOR's failure to comply with any or all of the requirements contained in this paragraph.
15. Inspection. CONTRACTOR shall furnish DISTRICT with every reasonable opportunity for DISTRICT to ascertain that the services of CONTRACTOR are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the DISTRICT'S inspection and approval. The inspection of such work shall not relieve CONTRACTOR of any of its obligations to fulfill its agreement as prescribed. Any materials created by CONTRACTOR shall become the property of DISTRICT upon delivery. CONTRACTOR shall not be held liable for any reuse of the DISTRICT-owned materials for purposes outside this Agreement.
16. Indemnification/Hold Harmless. CONTRACTOR agrees to indemnify, defend with counsel approved by the DISTRICT, and hold harmless the DISTRICT, its Board of Directors, officers, and employees, harmless from any and all claims, damages, loses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of CONTRACTOR's performance of services contemplated by this Agreement. CONTRACTOR, at CONTRACTOR's own

expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the DISTRICT, the members of its Board of Directors, its officers, agents and employees or any such claims, damages, losses, demands, liabilities, costs or expenses. CONTRACTOR shall not be liable for damage or injury occasioned by the sole and active negligence or willful misconduct of the DISTRICT and its officers, agents, or employees. Should conflict of interest principles preclude a single lawyer from representing both the DISTRICT and CONTRACTOR, or should the DISTRICT otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the DISTRICT its costs of defense, including without limitation, reasonable attorney's fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the DISTRICT (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California, and will survive termination of this Agreement.

17. Liability Insurance.

- (a) Required Coverage. CONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage, insuring not only CONTRACTOR and its subcontractors, if any, but also, with the exception of workers' compensation and employer's liability insurance, DISTRICT, its officers, agents and employees, and each of them:

<u>POLICY</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
(1) Workers' Compensation	Statutory
(2) Comprehensive Automobile Insurance Services Office, Form #CA 0001 (Ed 1/87 covering Automobile Liability, code 1, or equivalent (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident
(3) General Liability Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), or equivalent	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/ location or the general aggregate limit shall be twice the required occurrence limit

- (4) Errors and Omissions/ Generally \$1,000,000 per occurrence
Professionals Liability, errors
and omissions liability insurance
appropriate to the CONTRACTOR'S
profession as defined by the
DISTRICT.
- (b) Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT.
- (c) Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- (1) For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
 - (2) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the DISTRICT, its officers, officials, employees or designated volunteers.
 - (3) The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified U.S. mail, return receipt requested has been given to the DISTRICT.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the DISTRICT.
- (e) Verification of Coverage. CONTRACTOR shall furnish the DISTRICT with

original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the DISTRICT before work commences. The CONTRACTOR'S insurer must provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

[PLEASE COMPLETE AS APPROPRIATE REGARDING THIS SECTIONS APPLICABILITY]

_____ Required DISTRICT Initials _____ CONTRACTOR
 Initials _____

_____ Not Required DISTRICT Initials _____ CONTRACTOR
 Initials _____

- 18. Non-Discrimination. No discrimination shall be made in the employment of any person under this Agreement on the basis of race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, disability or place of birth.
- 19. Section Headings. The section headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this Agreement.
- 20. Notices. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party, deposited in the custody of the United States Postal Service addressed as follows:

DISTRICT: El Dorado Hills Community Services District
 1021 Harvard Way
 El Dorado Hills, CA 95762
 Attention: Katrina L. Jackson, Director of Administration & Finance

CONTRACTOR:

Attention:

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, express or implied, not specified in this Agreement. CONTRACTOR, by execution of this Agreement acknowledges that CONTRACTOR has read this Agreement, understands the Agreement and agrees to be bound by its terms and conditions.
22. Attorney's Fees. In the event of any action or proceeding, including a reference pursuant to Section 638, et seq. of the Code of Civil Procedure, brought by any party against any other party pursuant to this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including the actual fees of its attorneys, incurred for prosecution, defense, consultation or advice in such action or proceeding, not limited to, but, including costs of expert witnesses, attorney preparation, and costs of discovery and investigation. In awarding attorney's fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, attorney's fees paid or incurred in good faith.
23. Severability. In the event any provision(s) of this Agreement is deemed to be invalid or unenforceable, that [those] provision(s) shall be severable from the remainder of this Agreement and shall not result in the invalidity or unenforceability of the remainder of this Agreement.
24. Modification. This Agreement may be modified by mutual consent and in writing only.
25. No Third Party Beneficiary. This Agreement is by and between the parties named herein and no third-party is intended either by expression or implication to be benefited by this Agreement.
26. Assignment. Neither party to this Agreement shall assign the Agreement as a whole without the written consent of the other nor shall CONTRACTOR assign any monies due or to become due to CONTRACTOR hereunder without the previous written consent of the DISTRICT. Assignment of this Agreement or attempted assignment of this Agreement by CONTRACTOR without the express written consent of the DISTRICT shall constitute a material breach of this Agreement and entitle the DISTRICT to exercise any and all rights provided for by this Agreement or by law for such material

breach.

- 27. Representation of Comprehension of Document. Each party has reviewed and revised, or had the opportunity to review and revise this Agreement; accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment of it.

- 28. California Law. This Agreement is entered into in the State of California and shall be construed and interpreted according to the laws of that state. Any action arising out of this Agreement shall be brought in El Dorado County, California, regardless of where else venue may lie.

- 29. Authorization. Each person executing this Agreement represents that the execution of this Agreement has been duly authorized by the party on whose behalf the person is executing the Agreement and that such person is authorized to execute the Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, on the day and year above written.

CONTRACTOR:

DISTRICT:

El Dorado Hills Community Services

District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

SCOPE OF SERVICES