



## **COSUMNES COMMUNITY SERVICES DISTRICT**

### **REQUEST FOR PROPOSALS (RFP)**

**FOR**

### **Play Equipment Inspections (PM-24-015)**

**Release Date: January 11, 2024**

**Proposal Deadline: February 8, 2024 by 12:00PM**

*Proposals must be received via email at the email address below by deadline.*

Drew Golbin, Management Analyst  
Email: [DrewGolbin@cosumnescsd.gov](mailto:DrewGolbin@cosumnescsd.gov)  
Phone: 916-405-5315

**PLEASE READ: Ukraine/Russia-Related Sanctions Compliance.** Vendor/Vendor is aware of the requirements of California Executive Order N-6-22 ("Ukraine/Russia-Related Sanctions), which obligates Vendors/Vendors to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The Services may be subject to compliance monitoring by the District. It shall be the Vendors/Vendors sole responsibility to comply with all applicable economic sanctions.

Cosumnes Community Services District  
8820 Elk Grove Blvd.  
Elk Grove, CA 95624

## **SECTION 1 – PURPOSE**

The Cosumnes Community Services District (“District”) is seeking a contractor to provide low-frequency inspections at locations specified by the District.

## **SECTION 2 – DISTRICT PROFILE**

The District is located in California’s Central Valley in the southern portion of Sacramento County, four miles south of the Sacramento City limits. The District is the largest community services district in California encompassing 157 square-miles and serves an estimated population of 207,000.

The District is a regional agency providing fire protection services to the cities of Elk Grove and Galt, as well as unincorporated areas in southern Sacramento County. Additionally, the District provides parks and recreation services exclusively to the Elk Grove community. The District departments include:

- Administrative Services Department – Operations include execution and monitoring of the District budget, long-range planning, information systems and the Human Resources section that provides services to over 500 District full-time, part-time, and seasonal employees.
- Fire Department – The Fire Department consists of two divisions, Operations and Administration and Support Services, that work together to provide fire, rescue, and emergency medical services.
- Parks and Recreation Department – Parks and Recreation manages 103 parks, 18 miles of off-street trails, two community centers, four recreation centers, three aquatics complexes, a nine-hole golf course and many recreation, sports, and leisure programs.
- Facility and Development Department – Operations include the planning, design, and construction management and maintenance for District property.

The District is dedicated to enhancing the quality of life of the residents, businesses, visitors, and employees within the diverse community by protecting lives, property, and the environment through superior fire suppression, emergency medical services, fire prevention, and special operations response; and by providing parks and recreation services through well-maintained parks and recreational opportunities for health, wellness, and social interactions.

## SECTION 3 – SCOPE OF WORK

- a) Conduct low-frequency playground inspections on an “as needed” basis at locations specified by District staff as shown in “**Attachment A**”.
- b) Provide inspection documentation which identifies safety issues and recommended resolutions.
- c) Conduct follow up inspection to confirm safety issues resolved.

All District playgrounds were audited at installation by Certified Playground Safety Inspectors. “**Attachment A**” identifies equipment locations and year of park construction. Older play equipment has been replaced. The District observes a 30-year equipment lifecycle before replacement.

In 2011, the District started contracting for low-frequency playground inspections to ensure compliance with current health and safety laws. Repairs and replacements were identified and completed in-house or by playground contractors. Since 2011, District staff has conducted monthly high-frequency inspections with documentation. EWF (Engineered Wood Fiber) levels are measured and refilled by contract as needed. Other repairs to equipment and rubberized surfaces are made as necessary.

## SECTION 4 – TERMS OF AGREEMENT

### Length of Service Contract

The initial term of the Professional Service Agreement (PSA) will be for a twelve (12) month term. The District reserves the option to extend the contract for up to two (2) additional twelve (12) month periods, upon the same terms and conditions as provided in the PSA. The Contractor can propose a price increase, if desired. The contractor should include a cost schedule for years 1, 2 and 3 in this proposal.

### Selection

Upon selection, the Proposal and Contractor information will be presented to the District Board of Directors for approval. The Contractor will then receive the Professional Service Agreement (PSA) and will be expected to execute the agreement within ten (10) business days of receipt. The Contractor shall provide completed W-9, insurance requirements, and copies of certifications with signed PSA. Anticipated start date is **April 1, 2024**.

- The price proposed is firm for the Scope of Services and cannot be altered after receipt per the terms of this RFP.
- Contractors will be required to obtain, and maintain for the duration of the contract, certification and insurance as described in this proposal.

## SECTION 5 – MINIMUM QUALIFICATIONS

### Certification

- Current Certified Playground Safety Inspector (CPSI) certification is required for anyone conducting inspections on DISTRICT play equipment.

## Insurance

- The Contractor must provide evidence of commercial general liability and professional liability insurance from an insurance company authorized to be in business in the State of California in an amount of not less than one million dollars (\$1,000,000) for each occurrence. Contractor will be required to provide an insurance certificate naming the District as additionally insured. Contractor must provide certificate showing active policies of automobile liability, commercial general liability and property damage insurance from an insurance company authorized to be in business in the State of California for the entire length of the contract. **The following statement must appear on the certificate: "Additional insured endorsement names the Cosumnes Community Services District its directors, agents or employees are included as additional insured."**
- If Contractor will be employing any person or persons in the performance of this contract, Contractor shall procure a policy of Worker's Compensation Insurance as required by the Labor Code of the State of California.

## SECTION 6 – RFP OVERVIEW

### RFP Timeline

The District will endeavor to administer the proposal process in accordance with the terms and dates outlined below; however, the District reserves the right to modify the terms, activities, timeline, or any other aspect of the process at any time, as it deems necessary.

EVENT	DATE/TIME
RFP advertising	January 11, 2024
Deadline for Questions	January 26, 2024 at 10am
District Provides Responses to Questions	January 31, 2024
Deadline for Submission	February 8, 2024 at 12pm
Evaluation and Review	February 13, 2024
Vendors Notified	February 15, 2024

### RFP Coordinator

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below. The RFP Coordinator will be the sole point of contact for this RFP.

Drew Golbin, Management Analyst  
8820 Elk Grove Blvd.  
Elk Grove, CA 95624  
Email: [DrewGolbin@cosumnescsd.gov](mailto:DrewGolbin@cosumnescsd.gov)  
Phone: 916-405-5315

### RFP Amendment and Cancellation

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP in its sole discretion. If an amendment is issued, the District shall provide notice of the amendment to all Proposers. In addition, the District shall post the amendment on its website at <http://www.cosumnescsd.gov>. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments thereto.

## **RFP Questions – Directions for Submission**

Specific questions concerning the RFP should be submitted via e-mail to the RFP Coordinator prior to the “Deadline for Questions.” Proposer questions should clearly identify the relevant section of the RFP, and page number(s) related to the question being asked. The questions submitted, and the District’s responses, shall be posted on the District’s website at <http://www.cosumnescsd.gov>.

## **Proposal Submittal**

Proposals must be submitted no later than **February 8, 2024 at 12pm**. Proposals received after this time and date will not be considered. Proposers must submit an electronic copy (a single .pdf file containing all submitted material) to the RFP Coordinator: Drew Golbin (Email: [DrewGolbin@cosumnescsd.gov](mailto:DrewGolbin@cosumnescsd.gov)). Any submission to District by email, will receive a reply that the proposal has been received (during regular business hours). If a reply is not received, please contact the RFP Coordinator.

Any Proposal received prior to the submission date and time specified may be withdrawn or modified by written request by the firm who submitted the proposal. To be considered, however, the modified Proposal must be received by the submission date and time specified.

The Contactor Proposal is the basis for negotiation of an Agreement. If agreement is reached, a written Agreement will be prepared and executed by the General Manager of the District. The Agreement will not be executed until all required documentation has been received.

This Request for Proposal does not commit the District to enter into an Agreement, to pay any costs incurred in the preparation of a Proposal in response to this request, or to procure or contract for services. The District reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety this Request for Proposal if it is in the best interests of the District to do so.

## **SECTION 7 – PROPOSAL SUBMISSION REQUIREMENTS**

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the District by simplifying the review process providing standards for comparison of submissions.

Proposals submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. The District discourages lengthy and costly proposals. Proposals should be a straightforward delineation of the respondent’s capability to satisfy the intent and requirements of this RFP and should not contain redundancies and conflicting statements.

### **Proposal Format and Content**

Proposals should be prepared on standard 8 1/2" x 11" format. Failure to follow this specified format, to label the responses correctly, or to address all of the subsections may, at the District’s sole discretion, result in the rejection of the proposal.

Proposals must contain the following information in the order listed:

1. Introductory Letter - The introductory letter should be addressed to:

Drew Golbin, Management Analyst  
Cosumnes CSD  
8820 Elk Grove Blvd.  
Elk Grove, CA 95624

The letter shall include a profile of the proposing Play Equipment Inspection Company along with the following:

- a. Proposer's legal name and corporate structure.
- b. Proposer's primary contact information, including name, address, phone, website, and email.
- c. Qualifications and Experience - Describe the Contractor's capability for undertaking and performing the work, including any professional licenses and certificates held by the Contractor.
- d. Identification of any pending litigation against the Proposer.
- e. Disclosure of any bankruptcy or insolvency proceedings in last ten (10) years.
- f. Statement indicating the proposal will remain valid for at least 120 days.
- g. Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it.

2. References – The Proposer must provide at least three (3) references which they have conducted similar services to within the last five (5) years. References may be contacted as part of the selection process. For each reference, proposer must provide the following information:

- a. Name and contact information (i.e. name, title, address, phone, and email)
- b. Brief description of work provided.

3. Work Plan

- a. Approach to Inspection Schedule
  - i. Explain why the District should observe an annual or every other year low-frequency inspection schedule.
  - ii. Describe how your firm would complete low-frequency inspections of play equipment and adult fitness equipment. *Example: Two inspectors will be on site the first week of each month and complete 20 new inspections each, plus follow up inspections from previous month. All new inspections done in 3 months – Feb/Mar/Apr. Final follow up inspection in May.*
- b. Inspectors
  - i. Identify the number of inspectors assigned to complete inspections.
  - ii. Describe why the number of assigned inspectors is appropriate to meet inspection needs.
  - iii. Provide inspector qualifications and certifications.
  - iv. Identify distance inspectors will travel to conduct inspections.

c. Documentation

- i. Provide actual low-frequency inspection report(s) with recommendations for resolving safety issues. Blank forms will not be accepted. It is acceptable to delete name/location of actual agency.
- ii. The District is proactive in using digital technology to reduce paper use and automate processes. Describe use of technology in your documentation process.

d. Repairs

- i. Identify contractor(s) you use/recommend within 50 miles of the District to repair safety issues. The District may choose to do some repairs in-house.
- ii. Knowing that most District equipment is no older than 30 years old, identify the 3-5 most typical safety issues reported (not including EWF) likely to be identified in low-frequency inspections and typical cost range of repairs.

4. Fee – This section should include the cost for requested services outlined in Section 3 – Scope of Work. Contractors shall clearly outline fees for the services to be provided. Upon completion of tasks, the Contractor will notify the District and request payment for the products and services by submitting an invoice and a brief description of work performed during the billing period. Upon receipt of the invoice, the District will review in a timely manner the products and services noted, verify completion, and authorize payment. No cost increases shall be passed onto the District after the proposal has been submitted.

- a. By playground - Low-frequency equipment inspection cost.
- b. By playground - Follow up inspection for safety issues.
- c. Any other costs associated related to scope of work, such as travel or lodging.
- d. Any costs not in the scope of work.

5. Commitment to Diversity, Equity, and Inclusion

The District is committed to ensuring that diversity, inclusiveness, and equity are integral parts of day-to-day management, work, and service delivery. The District's Board approved the District's equity statement, and it is within District Policy "Commitment to Diversity, Equity, and Inclusion. Proposers should review the statement, which can be found at [www.yourcsd.com/DEI](http://www.yourcsd.com/DEI). Proposers shall ensure their commitment to and detail their culture of diversity, equity and inclusion that guide their principles within their culture and operations. Within this section, the Proposer shall state and provide a detailed narrative about any diversity, inclusiveness, and equity Programs they offer within their organization.

6. Commitment to Sustainability and Environmental Practices

The District has a commitment to conduct business with entities that follow sustainable practices and provide safe and healthy workplaces for the individuals employed. The Proposer may state any programs they have implemented, as well as any environmentally sustainable practices.

7. Supportive Information

This section may include graphs, charts, photos, resumes, and any other relevant information in support of the Contractor's qualifications.

## **8. Disclosures**

Statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest. The Proposer should identify any professional or personal financial or other interest which could be a possible conflict of interest in performing the services of the RFP. This includes any activities or relationships of the Contractor that might create a conflict of interest for the Contractor or the District, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the District to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

## **9. Professional Services Contract Alterations** - Attached to the RFP (“**Attachment B**”) is a copy of the District’s standard Professional Services Agreement (“Contract”). The District’s standard Contract may be modified, in the District’s sole discretion, to address the specific provisions of this RFP and Contractor’s should note that this RFP any specifications or other requirements specific to this RFP shall be included in the Contract and Contract’s exhibits following an award of the Contract.

Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. **Alterations or changes to the Contract that are not in the Contractor’s response will not be allowed after the selection of the Contractor.** This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the District can compare all respondents on an equal basis. However, the District reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the District’s standard Contract.

## **SECTION 8 – PROPOSAL EVALUATION**

Proposals will be evaluated using the categories listed below.

1. Qualifications, Experience, and References
  - a. Experience in performing work of a closely similar nature and size.
  - b. Experience working with public agencies.
  - c. Experience and understanding of governmental agencies.
  - d. Strength, stability, experience, and technical competence.
  - e. Qualifications and experience of proposed personnel for requested services.
  - f. Assessment by client references.
2. Work Plan
  - a. Depth of Contractors understanding of District’s requirements.
  - b. Overall quality and logic of work plan.
3. Rates and Fees
  - a. Reasonableness and competitiveness of the rates and fees proposed.
  - b. Adequacy of data in support of figures quoted and basis on which rates and fees are quoted.
4. Contractor’s Commitment to Diversity, Equity, and Inclusion
  - a. Demonstration of the Contractor’s capability to invite values, perspectives, and contributions of people from diverse backgrounds, and integrates diversity into its

hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute, and succeed within the organization's workplace.

**5. Quality and Responsiveness of the Proposal**

- a. Completeness of response in accordance with the RFP instructions.

Finalists may be invited for an interview. The District reserves the right to engage investigation services without interviews or further discussion of the Proposals.

**SECTION 9 – GENERAL TERMS AND CONDITIONS**

**Collusion**

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or encouraged any other person to refrain from submitting a response; and that the Proposer has not in any manner colluded to secure any improper advantage over any other person submitting a response.

**Gratuities**

No person will offer, give, or agree to give any District employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the District. No District employee or representative will solicit, demand, accept, or agree to accept from any other person a gratuity, discount, or offer of employment in connection with a District contract.

**Required Review and Waiver of Objections by Proposers**

Proposers should carefully review this RFP and all attachments and submit comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments") in writing to the District no later than the deadline established in this RFP. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any alleged defect with the RFP will be considered waived and invalid unless the Proposer brings the alleged defect to the attention of the District, in writing, by the deadline as established in this RFP.

**Nondiscrimination**

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District's Vendors. Accordingly, all Proposers entering into contracts with the District will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### **Proposal Preparation Costs**

The District will not pay any costs associated with the preparation, submittal, or presentation of any proposal made in response to this RFP.

### **Proposal Withdrawal**

To withdraw a proposal, the Proposer must submit a written notice of intent to withdraw, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

### **Proposal Errors**

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

### **Incorrect Proposal Information**

If the District determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive and will be rejected.

### **Assignment and Subcontracting**

The Vendor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the District. Each subcontractor must be approved in writing by the District. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime Vendor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using Vendors for any service associated with this RFP offshore (outside the United States).

### **Right to Refuse Personnel**

The District reserves the right to refuse, at its sole discretion; any subcontractors or any personnel provided by the Proposer or approved subcontractors. The District reserves the right to interview and approve all Proposer staff members in District's sole discretion. Proposer's staff may be subject to the District's background and drug testing processes at any time.

### **Proposal of Additional Services**

If Proposer offers services in addition to those required by and described in this RFP, those additional services may be added to the contract before contract signing at the sole discretion of the District.

### **Licensure**

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary business and professional licenses. The District may require any or all Proposers to submit evidence of proper licensure.

### **Conflict of Interest and Proposal Restrictions**

By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or Vendor of the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

Any individual, company, or other entity involved in assisting the District in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

### **Contract Negotiations**

After a review of the proposals and completion of the demonstration and proof of concept, the District intends to enter into contract negotiations with the selected Proposer(s). These negotiations could include all aspects of services and fees.

### **Execution of Contract**

If the selected Proposer(s) does not execute a contract with the District within fifteen (15) business days after notification of selection, the District may give notice to that Proposer of the District's intent to select from the remaining Proposers or to call for new proposals, whichever the District deems appropriate.

### **Right of Rejection**

The District reserves the right, in its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety at any time.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the District or otherwise qualify their proposals. If a Proposer does so, the District may determine the proposal to be a nonresponsive counter-offer, and the proposal may be rejected.

The District reserves the right, in its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the District. Where the District waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the District may hold any Proposer to strict compliance with the RFP.

The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of

any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the District and, if held, shall be after initial evaluation of Proposals is complete. If clarifications are made as a result of such discussion, the Proposer shall submit such clarifications in writing to the District.

### **Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP process become the property of the District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act (Government Code Sections 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

### **Proprietary Information**

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government Code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the District for honoring such a designation. The failure to so label any information that is released by the District will constitute a complete waiver of all claims for damages caused by any release of the information.

### **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected and, the rights and obligations of the District and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

### **Proposal Amendment**

The District will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the District.

### **Climate Action Plan and Environmental Sustainability**

The District's Climate Action Plan/Sustainability Action Plan is intended to increase the environmental sustainability of the District in terms of GHG emission reductions as well as long-term operational efficiency, waste prevention, reduction in the consumption of natural resources, and minimization or elimination of potential adverse effects to the environment that could otherwise occur during District operations. Vendors are encouraged to engage in environmental sustainability practices.

**Attachment A - Page 1 of 2**  
**PM-24-015 - Play Equipment Inspections**

PARK TYPES: L=Local N=Neighborhood C=Community R=Regional G=Greenbelt S=Special Use								Pink color= No Equipment			FY 22/23	FY 23/24	FY 24/25	FY 25/26
L&L BENEFIT ZONE	PARK - FACILITY	ACREAGE	PARK TYPE	YEAR	ADDRESS	Play Equipment - Age 2-5	Play Equipment - Age 5-12	Play Equipment - Age 2-12						
1	Adreani	2.50	N	2023	8894 Dracut Drive	1	1					2		
1	Batey	1.85	L	1992	6820 Seasons Dr	1	1					2		
1	Betschart	12.65	N	1992	5666 Adobe Spring Wy	1	1					2		
1	Case	5.59	N	1991	5423 Laguna Park Dr	1	1					2		
1	Colton	3.50	L	1991	9410 Laguna Springs Wy	1	1					2		
1	Davis	1.50	L	1992	8908 Laguna Star Dr	1	1					2		
1	Fite	4.55	N	1993	4312 Careyback Dr		1					1		
1	Fite Ext	0.03	L	2016	4312 Thira Way		1					1		
1	Foulks	5.45	N	1991	9433 Trenholm Dr	1	1					2		
1	Guttridge	4.30	N	2001	8100 Laguna Brook Wy		1					1		
1	Herburger	1.90	L	1999	6811 Peninsula Wy		1					1		
1	Kloss	22.80	C	1990	6501 Laguna Park Dr	1	1					2		
1	Laguna Comm	18.95	C	2002	9014 Bruceville Rd		1					1		
1	Laguna Greenbelt	3.06	L	1992	Laguna Park Drive s/o Laguna Blvd.							0		
1	Lichtenberger (updated 2022)	15.56	C	1992	Laguna Park & Kilconnell Dr	1	1					2		
1	Miwok	6.20	N	1995	9344 Village Tree Dr	1	2					3		
1	Oneto	1.60	L	1991	9477 Hidden Hollow Ct	1	1					2		
1	Pedersen (updated 2022)	5.79	N	1992	5520 Laguna Oaks Dr	1	1					2		
1	Pinkerton	4.50	N	2007	Lewis Stein & W. Stock. Bl	1	1					2		
1	Rose	1.09	L	2000	8620 Frye Creek Dr		1					1		
1	Wackman	9.50	N	1991	5851 Laguna Quail Dr	1	2					3		
1	Womack	4.07	N	1993	9340 Castleview Dr	1	1					2		
1	Zehnder	9.50	N	1993	9212 Edisto Wy		1					1		
1	Zimbelman	5.30	N	1995	9191 Big Horn Blvd		1					1		
<b>1 Total</b>		<b>149.24</b>				<b>14</b>	<b>24</b>	<b>0</b>	<b>38</b>	<b>40</b>				
2	Camden Park Greenbelt	7.00	N	1988	Cooperston Dr									
2	Underwood	5.60	N	1988	8751 Bond Rd									
<b>2 Total</b>		<b>12.60</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>-</b>				
3	Amundson	8.65	N	2008	8730 Heritage Hill Dr			1				1		
3	Fales	4.80	L	2000	Power Inn Road	1	1					2		
3	Gage	1.10	L	1999	8888 Silverberry Ave		1					1		
3	Hrepich	1.50	L	1998	8620 Black Kite Dr	1	1					2		
3	Jones	17.20	C	2003	8840 Shasta Lily Dr		1					1		
3	Jordan Family Park	1.70	L	2010	8441 Jordan Ranch Rd	1	1					2		
3	Karamanos	1.50	L	2008	Stoneflower & Magnolia Hill	1	1					2		
3	Lombardi	2.00	L	2001	8830 Garrity Dr	1	1					2		
3	MacDonald (updated 2022)	1.00	L	1997	8601 Spring Azure Wy	1	1					2		
3	Perry	2.00	L	1997	9220 Brown Rd		1					1		
<b>3 Total</b>		<b>41.45</b>				<b>6</b>	<b>9</b>	<b>1</b>	<b>0</b>	<b>16</b>		<b>16</b>		
4	Bartholomew	10.00	N	1998	9292 Lakepoint Dr							0		
4	Hawkins	4.50	N	2004	2301 Bastona Dr	1	1					2		
4	King	5.70	N	2001	9328 Keefe Dr	1						1		
4	Lawrence	8.00	N	1996	9369 Fassett Wy	1	1					2		
4	Lawson	2.10	L	1995	2507 Renwick Ave			1				1		
4	Lippincott	1.50	L	2001	3230 Renwick Ave							0		
4	Town Square (updated 2023)	7.42	N	1992	3020 Renwick Ave	1	1					2		
<b>4 Total</b>		<b>39.22</b>				<b>4</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>8</b>		<b>8</b>		
5	Caterino	1.78	L	1999	4101 Windy Cove Dr	1						1		
5	Johnson	21.00	C	1997	9645 Lakepoint Dr	1	1					2		
5	Perez	1.70	L	2005	2326 Sandy Beach Way	1						1		
<b>5 Total</b>		<b>24.48</b>				<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>4</b>		<b>4</b>		
6	Baker	0.90	L	2001	8800 Elk Grove Blvd			1				1		
6	Beeman	3.50	N	1983	8830 Sharkey Ave		1					1		
6	Castello	2.32	L	1980	8830 El Toreador Wy	1	1					2		
6	Del Meyer	0.90	L	2005	Elk Grove-Florin Rd							0		
6	Feickert	4.27	N	1985	9310 Emerald Vista Dr	1	1					2		
6	Mendoza	1.00	L	1983	9001 Polhemus Dr		1					1		
6	Russell	0.82	L	1985	9136 Grove St		1					1		
6	Smedberg	1.83	L	1989	9854 Emerald Park Dr	1	1					2		
<b>6 Total</b>		<b>15.54</b>				<b>3</b>	<b>6</b>	<b>1</b>	<b>0</b>	<b>10</b>		<b>10</b>		

**Attachment A - Page 2 of 2**  
**PM-24-015 - Play Equipment Inspections**



## PARKS & RECREATION DEPARTMENT

8820 Elk Grove Blvd. Elk Grove, CA 95624

(916) 405-5600

[CosumnesCSD.gov](http://CosumnesCSD.gov)

### ATTACHMENT B

#### PROFESSIONAL SERVICES AGREEMENT ([YEAR #]-XX)

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between the Parties set forth in Section 1:

#### 1. PARTIES

District and Consultant are referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties' Representatives set forth in this Section 1 shall be authorized to act on behalf of their respective Party and receive notices as required under this Agreement. Neither Party shall accept direction or orders from any person other than the designated Party Representative or their designee.

##### 1.1 District

Name: Cosumnes Community Services District ("District")

Address: 8820 Elk Grove Boulevard, Elk Grove, CA 95624

Phone:

Email:

District Representative:

##### 1.2 Consultant

Name:

Address:

Phone:

Email:

Consultant Representative:

Any notices, consents, and approvals required to be given under this Agreement shall be given in writing by registered mail or certified U.S. Mail, postage prepaid, return receipt requested, by personal delivery, or by email with delivery and read receipt. Notices shall be deemed made when personally delivered, emailed, or forty-eight (48) hours after deposit in the U.S. Mail.

#### 2. TERM AND TERMINATION OF AGREEMENT

2.1 **Term.** The term of this Agreement shall be from the Effective Date to [INSERT ENDING DATE], unless earlier terminated as provided in Section 2.2. The Party Representatives may mutually agree, in writing, to extend



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the term of this Agreement up to [INSERT NUMBER] years in the aggregate. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**2.2 Termination.** This Agreement may be terminated as follows:

- (a) In the event of Consultant's failure to prosecute, deliver, or perform the Services, District may terminate this Agreement by providing two (2) days written Notice to Consultant in accordance with Section 1.
- (b) This Agreement may be terminated by either Party, without cause, by providing thirty (30) days written Notice to the other Party in accordance with Section 1.

**3. INCORPORATION OF EXHIBITS**

The Exhibits listed in this Section 3 and attached to this Agreement are incorporated as though fully set forth in this Agreement.

- 3.1 **Scope of Services.** Consultant shall furnish to District the Services described in Exhibit A.
- 3.2 **Compensation.** Consultant shall receive payment for the Services in accordance with Exhibit B.
- 3.3 **Insurance and Indemnification.** The Insurance and Indemnification requirements for this Agreement are set forth in Exhibit C.
- 3.4 **General Terms and Conditions.** The General Terms and Conditions for this Agreement are set forth in Exhibit D.

**4. CONSULTANT'S RESPONSIBILITIES**

- 4.1 **Substitution of Key Personnel.** Consultant has represented to District that Consultant's Representative will perform and coordinate the Services under this Agreement. Should Consultant's Representative become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of District. If District and Consultant cannot agree as to the substitution of Consultant's Representative, District shall be entitled to terminate this Agreement in accordance with Section 2.2(a) for cause. Any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall, at the



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request of the District, be promptly removed by Consultant from providing the Services.

- 4.2 **Control and Payment of Subordinates; Independent Contractor.** In the performance of the Services under this Agreement, Consultant shall be, and acknowledges that Consultant is in fact and law, an independent contractor and not an agent or employee of District. Consultant has and retains the right to exercise full supervision and control over the manner and methods of providing Services to District under this Agreement. All employees, agents, contractors, or subcontractors hired or retained by the Consultant are employees, agents, contractors, or subcontractors of the Consultant and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from the performance of this Agreement.
- 4.3 **Standard of Care.** Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. No plea of ignorance relating to any data, conditions or requirements that exist, or that may be encountered in the performance of this Agreement, will be accepted as a result of failure or omission on the part of Consultant to fulfill, in every respect, all of the requirements. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement.
- 4.4 **District Inspection.** The Services performed by Consultant shall be subject to the inspection and the review of District at all times but such inspection and review shall not relieve Consultant from its responsibility for the proper performance of the Services.

*[Signatures on following page]*



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**SIGNATURE PAGE**  
**TO**  
**PROFESSIONAL SERVICES AGREEMENT (XXXX-XX)**

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Effective Date:

COSUMNES COMMUNITY SERVICES      **[INSERT CONSULTANT]**  
DISTRICT

By: \_\_\_\_\_ Date \_\_\_\_\_  
Phillip Lewis  
General Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*Attest:*

By: \_\_\_\_\_  
Elenice Gomez  
District Clerk

*Approved as to form:*

By: \_\_\_\_\_  
Sigrid Asmundson  
District Counsel



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## Exhibit A

### Scope of Services

1. **General Scope of Services.** Consultant promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services set forth below and/or attached to this Exhibit A ("Services").
2. **Service Modifications.** The Party Representatives may from time to time make changes to the description of the Services; provided, however, that such changes do not increase the District's cost by more than the amount set forth in Exhibit B.
3. **Schedule of Services.** Time is of the essence in the performance of Services and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required Services, no later than the dates set forth herein. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the District in writing no later than ten (10) days after the start of the condition, which purportedly caused the delay, and not later than the date on which performance is due.

[INSERT OR ATTACH SCOPE OF SERVICES]



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## Exhibit B

### Compensation

1. **Compensation**. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below and/or attached to this Exhibit B. The total compensation shall not exceed [INSERT AMOUNT] without the written approval of the General Manager in accordance with District Procurement Policy No. 2112.
2. **Payment of Compensation**. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided for that billing period. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.
3. **Reimbursement for Expenses**. Consultant shall not be reimbursed for any expenses unless authorized in writing by the District's Representative.
4. **Compensation Upon Termination**. Upon Notice of termination in accordance with the Agreement, Consultant shall cease work and within five (5) working days: (a) assemble all documents owned by District and in Consultant's possession and deliver said documents to District; and (b) place all work in progress in a safe and protected condition. The General Manager of the District shall make a determination of the percentage of work which Consultant has performed which is usable and of worth to District. Based upon that finding, the District shall determine any final compensation due to Consultant.

[INSERT OR ATTACH COMPENSATION SHEET]



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## Exhibit C

### Insurance and Indemnification

#### INSURANCE

- 1. Insurance Policies.** Consultant shall, at its sole expense, procure and maintain for the duration of the Agreement the following minimum policies of insurance:

Commercial General Liability	\$2,000,000 per occurrence for bodily injury, personal injury, and property damage / \$4,000,000 aggregate.
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.
Workers Compensation	\$1,000,000 as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
Professional Liability (Errors and Omissions)	\$1,000,000 per occurrence or claim / \$2,000,000 aggregate.

#### ***Verification of Coverage***

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 2. Endorsements.** Each policy shall include the following endorsements:



- a. **Additional Insured**. District, its officials, officers, employees, agents, and volunteers shall be additional insureds on commercial general liability and automobile liability insurance policies.
- b. **Primary Insurance and Non-Contributing Insurance**. Consultant's commercial general liability and automobile liability insurance policies shall be primary and any other insurance, deductible, or self-insurance maintained by the District, its officials, officers, employees, agents, and volunteers shall not contribute with this primary insurance.
- c. **Cancellation**. Consultant's commercial general liability and automobile liability insurance policies shall not be canceled, or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium. 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 officials, officers, employees, agents, and volunteers.
- d. **Waiver of Subrogation**. Commercial general liability and automobile liability insurance policies—shall include a waiver of subrogation stating that the insurer waives all rights of subrogation against the District, officials, officers, employees, agents, and volunteers.

3. **Deductible**. Any deductible or self-insured retention must be approved in writing by District. The insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its officials, officers, employees, agents, and volunteers.

4. **Time for Compliance**. Consultant shall not commence the Services until it has provided copies to District of the required policies, or certificates and endorsements on a form acceptable to District, securing all insurance required under this Exhibit C. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this Exhibit C.

5. **Failure to Maintain Coverage**. Consultant agrees to suspend and cease all Services hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. District shall have the right, but not the duty, to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement, to obtain the insurance it deems necessary and any premium paid by District will be



promptly reimbursed by Consultant or withheld by District from Consultant's payments, or to terminate this Agreement for cause. If Consultant's operations are suspended for failure to maintain required insurance coverage, Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

6. **Acceptability of Insurers.** Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

7. **Specific Insurance Requirements.**

**Coverage shall be at least as broad as:**

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

### **Other Insurance Provisions**

#### ***Umbrella or Excess Policy***

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided



that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

### ***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Subcontractors***

Independent Contractor(s) shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Independent Contractor(s) shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

***Subconsultant Insurance Requirements.*** Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Exhibit C. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## **8. INDEMNITY**

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs



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and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This indemnification provision shall survive any expiration or termination of this Agreement.



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## Exhibit D

### General Terms and Conditions

#### **1. Laws and Regulations.**

- a. Federal and State Law. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Consultant shall be solely responsible for all costs arising therefrom.
- b. Labor Code Compliance. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" projects. If the Services are being performed as part of an applicable "public works" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable "public works" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. The Services may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

- c. Immigration Reform and Control Act. Consultant verifies that it is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC 1101-1525) and has complied, and will comply, with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and Consultant's that are included in



this Agreement.

- d. **Governing Law and Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of California and venue shall be in Sacramento County.
2. **Documents.** The documents, drawings, specifications and estimates prepared by Consultant, or Consultant's subcontractors for the Services, shall be and remain the property of District. Such documents, drawings, specifications and estimates shall be the property of District whether or not the work for which they were made is executed, and notwithstanding any copyright. District reserves the right to reuse all or part of the documents at its sole discretion for the construction of all or part of this or another project constructed for District. District is not bound by this Agreement to employ the services of Consultant in the event such documents are reused. In the event that Consultant's documents are subsequently reused or modified in any material respect without prior written consent of Consultant, District agrees to indemnify Consultant from any claims advanced on account of said reuse or modification.
3. **Maintenance of Records.** Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the term of the Agreement and for three (3) years thereafter.
4. **Force Majeure.** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
5. **Attorneys Fees.** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's fees and expert's fees, whether incurred through formal legal proceedings or otherwise.
6. **Disputes.** If a dispute should arise regarding the performance of this Agreement, the following procedures shall be used:
  - a. Initial Resolution Effort



- i. The complaining party shall reduce its position to writing along with a recommended method for resolving the dispute, and forward a copy of the dispute document to the other party.
  - ii. Within ten (10) working days of receipt of the dispute document, the other party shall reply to the dispute document with a written response that sets forth the other party's position and recommended method of resolving the dispute.
  - iii. The Department Head shall represent the District in this process.
- b. If the dispute is not resolved in accordance with Section 6.a above, the aggrieved party shall send to the General Manager a copy of the dispute document and response. Within five (5) working days of receiving the dispute document and the response, the General Manager shall propose a resolution.
- c. If the dispute remains unresolved and the parties have exhausted the procedures of this Section, the parties may then seek remedies available to them at law.

7. **Entire Agreement; Amendment.** This Agreement constitutes the sole and entire agreement between District and Consultant relating to the Services and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. The General Manager or their designee is hereby authorized by District to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of District, issue approvals, interpretations or waivers and enter into amendments to this Agreement on behalf of District to the extent that any such action(s) do not increase the monetary obligations of District by more than Seventy Five Thousand Dollars (\$75,000). All other actions shall require the consideration and approval of the District Board of Directors, unless expressly provided otherwise by action of the District Board of Directors. Nothing in this Section shall restrict the submission to the District Board of Directors of any matter within the General Manager's authorization under this Section, in the General Manager's sole and absolute discretion, to obtain the District Board of Director's express and specific authorization on such matter. The specific intent of this Section is to authorize certain actions on behalf of District by the General Manager, but not to require that such actions be taken by the General Manager without consideration by the District Board of Directors.

8. **Severability.** If any term, condition or covenant of this Agreement is held by a



court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

9. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
10. **Conflict of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
11. **Interpretation.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair and plain meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
12. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
13. **District's Right to Employ Other Consultants.** District reserves the right to employ other consultants to provide the same or similar Services.
14. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties.
15. **Assignment or Subcontracting.** Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in



the performance of services hereunder.

16. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
17. **Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
18. **Ethical and Sustainable Purchasing.** In accordance with District Policy No. 2113, Consultant shall ensure that Consultant and any sub-consultants, employees, contractors, agents, or volunteers meet the District's ethical and sustainable requirements. Failure to comply with District Policy No. 2113 shall be deemed a failure to perform Services and grounds for termination in accordance with Section 2.2(A) of this Agreement.
19. **Survival.** All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.