



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
360 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #14-918-090

DUE: 3:00 PM – August 1, 2014

Sealed Proposals must be clearly marked on the outside of the package with:

“RFP #14-918-090 MAILROOM DO NOT OPEN”


Purchasing Agent

**Missouri Flat Area Master Circulation and Financing Plan Phase II and
Business Parks Infrastructure Financing Plan**

El Dorado County's Community Development Agency, Long Range Planning (LRP) is soliciting a request for proposal (RFP) for professional services from consulting firms to determine financing mechanisms to update the Missouri Flat Area Master Circulation and Financing Plan (MC&FP) Phase I and create an MC&FP Phase II (Module 1). The RFP is also soliciting professional services to develop a financing mechanism to fund infrastructure improvements that will promote activity and expansion within three existing business parks (El Dorado Hills Business Park, Barnett Business Park, and Park West Business Park) in El Dorado County (Module 2).

The successful Proposer will be highly qualified and experienced in developing and implementing similar programs, and will have a thorough knowledge of local and regional circulation plan programs in the greater Sacramento area. Consultant Team shall provide examples of past successful efforts to demonstrate its completion of similar projects.

The Proposer may respond to this RFP with changes to components and/or tasks required to provide clarity and efficiency. Changes may include the addition, removal, or redefining of a task. Any proposed changes require an appropriate justification. The successful Proposer will present new approaches and project-related ideas, and come up with creative ways to achieve the outcomes specified in the RFP.

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services.

Proposers are advised to read all sections of this RFP prior to submitting a proposal.

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I. Background:

El Dorado County is located in Northern California and is bordered by Sacramento, Placer, Amador and Alpine counties in California, and Douglas County, Nevada. The two incorporated Cities in El Dorado County are Placerville and South Lake Tahoe. In the 2010 census, El Dorado County's population was determined to be 181,058, based on Department of Finance projections. El Dorado County's population is projected to reach 248,623 by 2035, an increase of over 67,600 new residents.

Module 1 – Missouri Flat Area Master Circulation and Financing Plan (MC&FP) Phase II:

The Missouri Flat Master Circulation and Financing Plan (MC&FP) Phase I was established on December 15, 1998 to provide a funding mechanism to address existing road deficiencies within the existing and proposed commercial development along Missouri Flat Road corridor.

The main problems originally identified in the Missouri Flat Road corridor were the Missouri Flat Road over-crossing at US Highway 50 and adjacent arterial and collector roads. Due to the existing levels of traffic congestion at the time, the capacity of these roads was insufficient to allow the County to meet General Plan Policies requiring maintenance of Level of Service (LOS) standards. Therefore, the County was unable to approve new commercial development within the region.

Through the General Plan update process in the early 1990's, policies and plans evolved to create a specific circulation and funding program for the Missouri Flat area. The MC&FP Phase I planned to use a range of funding sources to resolve the transportation needs, including:

- Private Financing (developer constructed facilities)
- Traffic Impact Mitigation (TIM) Fees
- MC&FP incremental sales and property taxes
- Mello Roos Community Facilities Districts (CFD) infrastructure bonds
- State and federal transportation grants

The MC&FP was developed anticipating two major phases of development, but because of Measure Y (approved by the voters on November 3, 1998), only Phase I was approved. Phase I anticipated transportation improvements to address existing LOS deficiencies and to allow for approximately 732,278 square feet of additional commercial development.

The Missouri Flat area is a prime site for retail development in the County, given its central location and immediate access to US Highway 50. The area currently has the largest concentration of retail shopping space in the County. Several large retail projects are in the planning stages, including the Crossings and Diamond Dorado Retail Center. In order to ensure that General Plan policies requiring the maintenance of LOS standards are met, a proper analysis of the proposed commercial expansion in the area is required.

The MC&FP Phase I analysis, performed in 2002, extended through a horizon year of 2025. The County has recently identified a 20-Year forecast with a 2035 horizon year. As discussed in MC&FP Phase I, an additional analysis would be required to incorporate any potential

further changes on the US Highway 50/Missouri Flat Road Interchange, and other local road improvements not currently identified in MC&FP Phase I.

The MC&FP Phase I has been successfully implemented to date. The County received substantial funding through the State Transportation Improvement Program (STIP) for the Missouri Flat interchange improvements. The MC&FP sales and property taxes funding mechanism generates approximately \$1,000,000 per year for MC&FP road improvements. The MC&FP Phase I helped to fund many of the improvements done on the Missouri Flat Road corridor and adjacent arterials, and a freeway over-crossing onto US Highway 50. The remaining Phase I road improvements include a portion of the Diamond Springs Parkway project.

MC&FP Phase II will provide a mechanism for El Dorado County, in a cooperative effort with major property owners and developers, to fund additional necessary roadway improvements, which may include improvements to the US Highway 50/Missouri Flat Road Interchange, adjacent arterials and collector roads. These capacity improvements are needed to relieve existing traffic congestion and create additional capacity for planned commercial development in the designated MC&FP area.

Services shall include updating the MC&FP to reflect current conditions. Circumstances, including revenue streams, have changed since the MC&FP was completed, and the plan needs to be updated to reflect current and projected conditions. Current information regarding development projects, construction costs for the Missouri Flat Road Interchange project, and availability of State and other funding must be incorporated into the MC&FP.

The MC&FP Phase II analysis will result in a minimum of 2 documents:

- Master Circulation and Financing Plan
- Environmental Document(s)

Module 2 – Business Parks Infrastructure Financing Plan:

On December 17, 2013, the El Dorado County Board of Supervisors (Board) directed County staff to analyze and report back on any obstacles, opinions, benefits and consequences of reducing TIM fees for businesses within El Dorado County to stimulate activity within the County's three existing business parks (El Dorado Hills Business Park, Barnett Business Park, and Park West Business Park).

The Business Parks Infrastructure Financing Plan will provide a mechanism for the County, in a cooperative effort with major property owners and developers, to fund necessary infrastructure improvements needed to promote activity in the three business parks. In addition to TIM Fees, the Financing Plan will consider the use of all potential revenue sources to encourage build-out within the business parks.

The Business Parks Infrastructure Financing Plan will result in a minimum of 2 documents:

- Infrastructure Needs and Financing Plan
- Environmental Document(s)

Project Team

The selected Proposer can consist of a single firm that has the capabilities to perform all functions, or a primary consultant with a team of subconsultants (Consultant Team).

The Project Team will include County staff that will perform the program oversight, a technical project development team (PDT) and an external working group(s) as designated by the County. County staff will work with Consultant Team to develop the PDT and the external working group. Two separate Project Teams may be created for Module 1 and Module 2. The PDT and external working group(s) will not be involved in all meetings or tasks.

- II. **Scope of Services:** The successful Proposer will be required to enter into a three (3) year Agreement for services with the County substantially similar in form to that attached hereto as Exhibit "A," marked "Sample Agreement for Services." Any reference in this RFP to specific terms of the Agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Proposer under the Agreement. In the event of any conflict between a provision of this RFP and the provisions of the Agreement attached as Exhibit "A," the terms of the Agreement shall govern.

A. Summary of Services

The proposed scope of services for this project by task is described below. "Meetings" refer to meetings with the PDT and designated external working group(s) and/or meetings with staff as well as appearances before the Planning Commission and the Board. In addition to the meetings specifically referenced below for each Task, Consultant Team shall meet at least every two weeks during the term of this Agreement with the Project Team and County staff. "Deliverables" list specific Consultant Team deliverables associated with each task.

The County will retain the Consultant Team under an Agreement to ensure that the project is delivered on time, within budget and of the expected quality. In addition, Consultant Team must be able to lead the public and stakeholder outreach process so that the parties of interest understand that they have been given an opportunity to affect the outcome based on their participation.

Consultant Team shall be required to provide all labor, equipment, tools and facilities necessary for the completion of the update and revision to the West Slope Roadway CIP and TIM Fee Program. The completed final technical reports, including the MC&FP Phase II, Infrastructure Needs & Financing Plan for the business parks and environmental document(s) are anticipated to be presented to the Board on or before nine (9) months from issuance of the Notice to Proceed. The anticipated budgets are as follows:

- Module 1: \$450,000
- Module 2: \$150,000

B. Outline of Services

The following is a summary of the components included in each Module (further detail is provided under Scope of Services):

Key Components Required for Module 1- MC&FP Phase II:

- Project Management
- Data Needs & Project Initiation
- Public Outreach
- Market Review
- Pro Forma Analysis
- Fiscal & Economic Analysis
- Funding Strategy and Cash Flow Report
- Evaluation of Financing Mechanisms
- Financing Plan/Report Preparation
- Determination of Required Infrastructure & Preliminary Project Design
- Coordination with TIM Fee Program & CIP Programming
- California Environmental Quality Act (CEQA) Analysis

Key Components Required for Module 2- Business Parks Financing Plan:

- Project Management
- Data Needs & Project Initiation
- Public Outreach
- Market Review
- Pro Forma Analysis
- Fiscal & Economic Analysis
- Funding Strategy and Cash Flow Report
- Evaluation of Financing Mechanisms
- Financing Plan/Report Preparation
- Determination of Required Infrastructure & Preliminary Project Design
- Coordination with TIM Fee Program & CIP Programming
- CEQA Analysis

C. Scope of Work

The following is a basic outline to be used in developing the scope of services that will be prepared as part of the proposal. The scope of services contains two modules; each module contains three components: Project Management, Engineering and Financial.

Services shall include, but not be limited to, the following:

MODULE 1 – MC&FP PHASE II

Component 1.1: Project Management

Task 1.1.1: Project Management and Administration

1. Under the direction of the Contract Administrator (CA) or designee, coordinate and monitor the work of any subconsultants.
2. Provide bi-weekly written reports to the CA or designee on program status, critical and time-sensitive issues and budget.

3. As requested by the CA or designee, provide other deliverables, including status reports, summaries, projections, recommendations and other documents required by the services to be provided under this Agreement.
4. Create agendas, and attend and facilitate meetings as needed to ensure that project subconsultants remain on task, on time and on budget.
5. Prepare meeting notes for distribution to participants that outline the body of the dialogue that took place, work assignments and deliverables agreed upon, outstanding issues, and time-critical decisions.
6. Prepare reports for use in staff presentations to Boards, Commissions and stakeholders.
7. Prepare and make public presentations regarding the program progress and results as requested by and in coordination with direction from the CA or designee.
8. Schedule, lead and facilitate meetings, as directed by the CA or designee, with subconsultants, County staff, the public and stakeholders at critical points in the process.
9. Under the direction of the CA or designee, act as County's project manager and facilitator, with the authority to task consultants on deliverables for presentation, on the format and content of final reports and interim support documents.
10. County to provide meeting space and scheduling as required.
11. Participate in bi-weekly project status meetings/telephone conferences with County staff as needed. Consultant shall also prepare e-mail summaries of the kick-off meetings and bi-weekly project status meetings.

Deliverables:

- Project schedule with monthly updates
- Monthly progress reports and invoices
- Agendas for meetings
- Summaries of each meeting's decisions and discussions
- Reports as needed for Presentations as defined in Task 1.1.1-6
- Draft Presentation Materials
- Final Presentation Materials

Task 1.1.2: Data Needs & Project Initiation

Immediately after contract award, consultant shall meet with LRP staff to refine work plan details, tasks for and deliverables by the Consultant Team and LRP and their timing, and overall project schedule. This effort will be undertaken to gather information regarding the Project, obtain necessary information, develop approach and strategy, define work products and set up a study schedule.

Deliverables:

- Draft Memorandum 1.1.2: Summary of kick-off meeting
- Final Memorandum 1.1.2: Summary of kick-off meeting
- Schedule describing tasks, milestones, deliverables
- Meetings with Project Team as needed

Task 1.1.3: Public Outreach

Consultant shall provide outreach to the public and stakeholder groups to review governing assumptions in advance of extensive traffic model runs and analysis. The goal of the public outreach is consensus building and mutual understanding of the policies involved. Consultant Team shall ensure that all interests are heard, and that the widest possible range of concerns from stakeholders is considered.

Deliverables:

- Consultant Team shall attend and present findings at a minimum of seven (7) meetings. The dates of all meetings shall be coordinated with the CA. The public outreach meetings include:
 - One (1) Planning Commission meeting
 - Up to six (6) Board workshops.
 - Up to four (4) Board workshops shall occur prior to finalizing a financing plan for the designated area to obtain input on required roadway infrastructure requirements as well as proposed funding mechanism.
 - Up to two (2) additional Board presentations may be used in the adoption of the MC&FP Phase II.
- Up to two (2) public outreach workshops in the community.
- Handouts and presentation materials shall be prepared by the Consultant Team for all public outreach meetings, Planning Commission Meeting, and Board presentations.
- Meetings with Project Team as needed

Component 1.2: Financing Plan

Task 1.2.1: Market Review

Consultant Team shall review market conditions to evaluate the magnitude of demand for proposed projects, and to establish market viability and/or potential impacts on other County projects. Consultant Team shall prepare a retail demand model which estimates potential retail demand for the County, and compare it to potential retail taxable sales. Consultant Team shall work with County staff to determine the level of support for proposed projects, and when they will be needed. Consultant Team shall evaluate the likely timing of the projects, which will be used in both the fiscal and financial analyses below.

Deliverables:

- Draft Technical Memorandum 1.2.1: Summary of Market Review
- Final Technical Memorandum 1.2.1: Summary of Market Review
- Meetings with Project Team as needed

Task 1.2.2: Pro Forma Analysis

Consultant Team shall perform a pro forma analysis based on information provided by the developers and all related existing financial information provided by the County. Consultant Team shall document the various development costs and cash flow projections, including construction costs, lease-up schedules, permanent financing parameters, rental rates, mitigation costs, etc. Consultant Team shall identify key assumptions that could have a significant impact on the projected financial returns of the potential development projects.

Consultant Team shall conduct sensitivity analyses to determine what effect changes in key assumptions (e.g., lease-up schedules, sales per square foot, etc.) will have on development projects' rate of return. This will enable the Consultant Team to verify the developer's need for subsidy and identify the County's risk exposure, given the proposed financial assistance package. This task will include discussions with the developer's representative(s) to obtain data and clarify assumptions. Consultant Team shall summarize the results of the financial analysis in a Technical Memorandum, which will confirm (or not confirm) the need for public participation and provide an evaluation of risk and financial return accruing to the developer and to the County at several levels of financial participation.

Deliverables:

- Draft Technical Memorandum 1.2.2: Evaluation of Financial Capacity of Future Development (Because of the nature of the analysis, it should be completed as an "Attorney Work Product", and be considered confidential.)
- Final Technical Memorandum 1.2.2: Evaluation of Financial Capacity of Future Development
- Meetings with Project Team as needed

Task 1.2.3: Fiscal and Economic Analysis

Consultant Team shall perform the following fiscal tasks:

1. Calculate revenue to the County, including retail sales taxes, property taxes, licenses and franchises, and various other fees and charges that may derive from construction and operation of proposed projects.
2. Estimate public revenues linked to project descriptions used to prepare the pro forma financial analyses, to assure consistency.
3. Determine a basis for proposed financial participation based on projected direct public revenue flows.
4. Identify increased public costs that may be created by development projects through a review of the project EIR and discussions with County staff and incorporate into the County's fiscal impact model. If such costs exist, they will offset the public revenue that is projected before the presumption of County supplemental funding requested by developers.

Consultant shall perform the following economic task:

1. Document economic impacts of potential development projects, including “primary impacts”, such as increased employment, direct retail sales, retail expenditures by employees, and capital investment (i.e., construction related benefits), and “secondary impacts”, such as the “economic multiplier effect” resulting from the primary impacts.

Deliverables:

- Draft Technical memorandum 1.2.3: Summary of Net Fiscal Benefit and Economic Impacts Projects.
- Final Technical memorandum 1.2.3: Summary of Net Fiscal Benefit and Economic Impacts Projects
- Meetings with Project Team as needed

Task 1.2.4: Preparation of Funding Strategy and Cash Flow Report

Consultant Team shall update funding strategy with the most current estimates of property and sales tax revenues available. Consultant Team shall work closely with County staff to estimate the infrastructure phasing, potential TIM Fee revenue, and other model assumptions. Consultant Team shall prepare a preliminary funding strategy for presentation to the Board.

This effort will confirm that the overall proposed funding strategy is feasible, and that the County should move forward with more detailed analysis, evaluation of financing mechanisms, preparation of the Financing Plan and any required environmental document(s).

Deliverables:

- Draft Technical Memorandum 1.2.4: Draft Funding Strategy and Cash Flow Report
- Final Technical Memorandum 1.2.4: Draft Funding Strategy and Cash Flow Report
- Board Presentation materials
- Meetings with Project Team as needed

Task 1.2.5: Evaluate Potential Financing Mechanisms

Consultant Team shall begin by using the existing MC&FP Phase I, and will update as necessary to prepare a formal Financing Plan that specifies the precise financing mechanisms that will be used, and how they will be implemented for Phase II. This task will document financing mechanisms available and provide evaluation as needed. A number of mechanisms should be considered, including reduction or deferral of certain mitigation costs, public financing of certain mitigations or improvements through revenue bond financing, and Mello Roos CFDs.

Consultant Team shall evaluate a number of potential structures for a Mello Roos CFD to be used for this project. Available funding sources will be reviewed, including TIM Fees and incremental public tax revenues. Consultant Team shall also evaluate the best

mechanism available to reimburse the County and property owners for the plan preparation and other costs from future development in the Missouri Flat area. Consultant Team's analysis will include an estimate of the potential reimbursement amount by type of development.

Deliverables:

- Draft Technical memorandum 1.2.5: Summary of Assumptions and Approach for Financing Plan. The memo shall summarize assumptions and approach with accompanying tables showing results (fee schedule and Ten-Year financing plan) of each alternative, including findings and recommendations based on the review of County's existing TIM guidelines, procedures and Agreements
- Final Technical Memorandum 1.2.5: Summary of Assumptions and Approach for Financing Plan
- Meetings with Project Team as needed

Task 1.2.6: Financing Plan/Report Preparation

Consultant Team shall prepare an Administrative Draft, Public Draft and Final Draft Financing Plan detailing the improvement costs, cost allocation methodology, nexus relationship, and the resulting recommended MC&FP, along with any other information and/or analysis required pursuant to General Plan Policies and/or other applicable laws.

The Administrative Draft will be reviewed by staff prior to the report being released for public review. The Public Draft will incorporate County staff comments on the Administrative Draft. The County will develop an appropriate distribution list and circulate electronic versions of the Draft MC&FP Phase II to the public and applicable agencies, stakeholders and interest groups for public review.

Deliverables:

- Administrative Draft Financing Plan (includes up to 4 revisions)
- Draft Financing Plan (includes up to 2 revisions)
- Final Draft Financing Plan
- Meetings with Project Team as needed

Component 1.3: Traffic & Environmental Analysis

Task 1.3.1: Determination of Required Infrastructure and Project Design

The MC&FP Phase I included a set of transportation projects including expansion of the US Highway 50/Missouri Flat Road Interchange, improvements to County arterial roads, and other access and safety improvements. The MC&FP Phase II will analyze the additional infrastructure improvements needed for specific future development projects, and will be funded by those projects.

Consultant Team shall work with County staff to determine capacity improvements needed to relieve existing traffic congestion in the Missouri Flat area, and to create additional capacity improvements to support future growth in the area.

Consultant Team will work with County staff to develop preliminary project designs for the road improvements required to service both existing and pending development in the Missouri Flat area.

Deliverables:

- Draft Technical Memorandum 1.3.1: Summary of Required Infrastructure and Preliminary Project Design.
- Final Technical Memorandum 1.3.1: Summary of Required Infrastructure and Preliminary Project Design
- Meetings with Project Team as needed
- Board meetings as needed

Task 1.3.2: Coordination with TIM Fee and CIP Programming

Consultant Team will work with County to coordinate resulting transportation infrastructure improvements with the ongoing major 5-Year update to the TIM Fee and CIP Programs.

Deliverables:

- Draft Technical Memorandum 1.3.2: Required infrastructure improvements, which require coordination with CIP & TIM Fee Program
- Final Technical Memorandum 1.3.2: Required infrastructure improvements, which require coordination with CIP & TIM Fee Program
- Meetings with Project Team as needed

Task 1.3.3: Complete CEQA Analysis

Consultant Team shall perform all professional and technical services, work, and tasks required to prepare a legally and technically adequate CEQA analysis, for certification by the Board. Consultant Team shall complete a draft CEQA document, respond to public comments on that document, and facilitate the public meeting during the public review period. Consultant Team shall prepare a final CEQA document based on responses to comments.

Consultant Team shall develop a CEQA document for the Missouri Flat area, which developers may use as a basis for their project EIRs.

Deliverables:

- Draft CEQA documents (would include staff and public response to comments)
- Final CEQA documents

MODULE 2 – Business Park Infrastructure Financing Plan

Component 2.1: Project Management

Task 2.1.1: Project Management and Administration

1. Under the direction of the Contract Administrator (CA) or designee, coordinate and monitor the work of any subconsultants.

2. Provide bi-weekly written reports to the CA, or designee, on program status, critical and time-sensitive issues and budget.
3. As requested by the CA or designee, provide other deliverables, including status reports, summaries, projections, recommendations and other documents required by the services to be provided under this Agreement.
4. Create agendas, and attend and facilitate meetings as needed to ensure that project subconsultants remain on task, on time and on budget.
5. Prepare meeting notes for distribution to participants that outline the body of the dialogue that took place, work assignments and deliverables agreed upon, outstanding issues, and time-critical decisions.
6. Prepare reports for use in staff presentations to Boards, Commissions and stakeholders.
7. Prepare for and deliver public presentations regarding program progress and results as requested by and in coordination with direction from the CA or designee.
8. Schedule, lead and facilitate meetings, as directed by the CA or designee, with subconsultants, County staff, the public and stakeholders at critical points in the process.
9. Under the direction of the CA or designee, act as County's project manager and facilitator, with the authority to task consultants on deliverables for presentation, on the format and content of final reports and interim support documents.
10. County to provide meeting space and scheduling as required.
11. Bi-weekly project status meetings/telephone conferences with County staff (as needed). Consultant Team shall also prepare e-mail summaries of the kick-off meetings and bi-weekly project status meetings.

Deliverables:

- Project schedule with monthly updates
- Monthly progress reports and invoices
- Agendas for meetings
- Summaries of each meeting's decisions and discussions
- Reports as needed for Presentations as defined in Task 2.1.1-6
- Draft Presentation Materials
- Final Presentation Materials

Task 2.1.2: Data Needs & Project Initiation

Immediately after contract award, consultant shall meet with LRP staff to refine work plan details, tasks for and deliverables by the Consultant Team and LRP and their timing, and overall project schedule. This effort will be undertaken to gather information regarding the

Project, obtain necessary information, develop approach and strategy, define work products and set up a study schedule.

Deliverables:

- Draft Memorandum 2.1.2: Summary of kick-off meeting
- Final Memorandum 2.1.2: Summary of kick-off meeting
- Schedule describing tasks, milestones, deliverables
- Meetings with Project Team as needed

Task 2.1.3: Public Outreach

Consultant Team shall provide outreach to the public and stakeholder groups to review governing assumptions in advance of extensive traffic model runs and analysis. The goal of the public outreach is consensus building and mutual understanding of the policies involved. Consultant Team shall ensure that all interests are heard, and that the widest possible range of concerns from stakeholders is considered.

Deliverables:

- Consultant Team shall attend and present findings at a minimum of seven (7) meetings. The dates of all public outreach shall be coordinated with the CA or designee. The public outreach meetings include:
 - One (1) Planning Commission meeting.
 - Up to six (6) Board workshops.
 - Up to four (4) Board workshops shall be held prior to finalizing a financing plan for the designated area, to obtain input on required roadway infrastructure requirements as well as proposed funding mechanisms.
 - Up to two (2) additional Board presentations may be held for the adoption of a funding mechanism for roadway infrastructure improvements for the three business parks.
- Consultant Team shall conduct up to two (2) public outreach workshops in the community. Dates and locations will be coordinated with the CA or designee.
- Consultant Team shall prepare handouts and presentation materials for all public outreach meetings, Planning Commission Meeting, and Board presentations.
- Meetings with Project Team as needed.

Component 2.2: Financing Plan

Task 2.2.1: Market Review

Consultant Team shall review market conditions to evaluate the magnitude of demand for proposed projects, and to establish market viability and/or potential impacts on other County projects. For the Park West and Barnett business parks, the Consultant Team shall prepare an industrial zone demand model which estimates potential demand for light- and heavy-industrial uses in the County. For the El Dorado Hills business park, Consultant team will prepare a demand model for Research & Development uses in the County. Consultant Team shall work with County staff to determine the level of support for proposed projects, and when they will be needed. Consultant Team shall evaluate the likely timing of the projects which will be used in both the fiscal and financial analyses below.

Deliverables:

- Draft Technical Memorandum 2.2.1: Summary of Market Review
- Final Technical Memorandum 2.2.1: Summary of Market Review
- Meetings with Project Team as needed

Task 2.2.2: Pro Forma Analysis

Consultant Team shall perform a pro forma analysis based on information provided by the developers and all related existing financial information provided by the County. Consultant Team shall document the various development costs and cash flow projections, including construction costs, lease-up schedules, permanent financing parameters, rental rates, mitigation costs, etc. Consultant Team shall identify key assumptions that could have a significant impact on the projected financial returns of the potential development projects.

Consultant Team shall conduct sensitivity analyses to determine what effect changes in key assumptions (e.g., lease-up schedules, sales per square foot, etc.) will have on development projects' rate of return. This will enable the Consultant Team to verify the developer's need for subsidy and identify the County's risk exposure, given the proposed financial assistance package. This task will include discussions with the developer's representative(s) to obtain data and clarify assumptions. Consultant shall summarize the results of the financial analysis in a Technical Memorandum, which will confirm (or not confirm) the need for public participation and provide an evaluation of risk and financial return accruing to the developer and to the County at several levels of financial participation.

Deliverables:

- Draft Technical Memorandum 2.2.2: Evaluation of Financial Capacity of Future Development (because of the nature of the analysis, it should be completed as an "Attorney Work Product", and be considered confidential.)
- Final Technical Memorandum 2.2.2: Evaluation of Financial Capacity of Future Development
- Meetings with Project Team as needed

Task 2.2.3: Fiscal and Economic Analysis

Consultant Team shall perform the following fiscal tasks:

1. Calculate revenue to the County, including retail sales taxes, property taxes, licenses and franchises, and various other fees and charges that may derive from construction and operation of proposed projects.
2. Estimate public revenues linked to project descriptions used to prepare the pro forma financial analyses, to assure consistency.
3. Determine a basis for proposed financial participation based on projected direct public revenue flows.

4. Identify increased public costs that may be created by development projects through a review of the project EIR and discussions with County staff, and incorporate these costs into the County's fiscal impact model. If such costs exist, they will offset the public revenue that is projected before the presumption of County supplemental funding requested by developers.

Consultant Team shall perform the following economic task:

1. Document economic impacts of potential development projects, including "primary impacts", such as increased employment, direct retail sales, retail expenditures by employees, and capital investment (i.e., construction related benefits), and "secondary impacts", such as the "economic multiplier effect" resulting from the primary impacts.

Deliverables:

- Draft Technical memorandum 2.2.3: Summary of Net Fiscal Benefit and Economic Impacts Projects
- Final Technical memorandum 2.2.3: Summary of Net Fiscal Benefit and Economic Impacts Projects
- Meetings with Project Team as needed

Task 2.2.4: Preparation of Funding Strategy and Cash Flow Report

Consultant Team shall update funding strategy with the most current estimates of property and sales tax revenues available. Consultant Team shall work closely with County staff to estimate the infrastructure phasing, potential TIM Fee revenue, and other model assumptions. Consultant shall prepare a preliminary funding strategy for presentation to the Board.

This effort will confirm that the overall proposed funding strategy is feasible, and that the County should move forward with more detailed analysis, evaluation of the financing mechanisms, preparation of the Financing Plan and any required environmental document(s).

Deliverables:

- Draft Technical Memorandum 2.2.4: Draft Funding Strategy and Cash Flow Report
- Final Technical Memorandum 2.2.4: Draft Funding Strategy and Cash Flow Report
- Board Presentation material

Task 2.2.5: Evaluate Potential Financing Mechanisms

Consultant Team shall prepare a formal Financing Plan that specifies the precise financing mechanisms that will be used, and how they will be implemented for the business parks. This task will document financing mechanisms available and provide evaluation as needed. A number of mechanisms should be considered, including reduction or deferral of certain mitigation costs, public financing of certain mitigations or improvements through revenue bond financing, Infrastructure Financing Districts (IFDs) and Mello Roos CFDs.

Consultant Team shall evaluate a number of potential structures for funding mechanisms to be used for this project. Available funding sources will be reviewed, including TIM Fees and incremental public tax revenues. Consultant Team shall also evaluate the best mechanism available to reimburse the County and property owners for the plan preparation and other costs from future development within the business parks. Consultant Team's analysis will include an estimate of the potential reimbursement amount by type of development.

Deliverables:

- Draft Technical memorandum 2.2.5: Summary of Assumptions and Approach for Financing Plan. The memo shall summarize assumptions and approach with accompanying tables showing results (fee schedule and ten year financing plan) of each alternative, including findings and recommendations based on the review of County's existing TIM Fee guidelines, procedures and Agreements.
- Final Technical Memorandum 2.2.5: Summary of Assumptions and Approach for Financing Plan.
- Meetings with Project Team as needed.

Task 2.2.6: Financing Plan/Report Preparation

Consultant Team shall prepare an Administrative draft, Public Draft and Final Draft Financing Plan detailing the improvement costs, cost allocation methodology, nexus relationship, and the resulting recommended funding mechanism, along with any other information and/or analysis required pursuant to General Plan Policies and/or other applicable laws.

The Administrative Draft will be reviewed by staff prior to the report being released for public review. The Public Draft will incorporate County staff comments on the Administrative Draft. The County will develop an appropriate distribution list and circulate electronic versions of the funding plan to the public and applicable agencies, stakeholders and interest groups for public review.

Deliverables:

- Administrative Draft Financing Plan (includes up to 4 revisions)
- Draft Financing Plan (includes up to 2 revisions)
- Final Draft Financing Plan
- Meetings with Project Team as needed

Component 2.3: Traffic & Environmental Analysis

Task 2.3.1: Determination of Required Infrastructure and Project Design

Consultant Team shall work with County staff to determine capacity improvements needed to relieve existing traffic congestion around the business parks, as well as create additional capacity improvements to promote economic growth within the business parks.

Consultant Team will work with County staff to develop preliminary project designs for the road improvements required to service both existing and pending development in the three business parks.

Deliverables:

- Draft Technical Memorandum 2.3.1: Summary of Required Infrastructure and Preliminary Project Design.
- Draft Technical Memorandum 2.3.1: Summary of Required Infrastructure and Preliminary Project Design
- Meetings with Project Team as needed

Task 2.3.2: Coordination with TIM Fee and CIP Programming

Consultant Team will work with County to coordinate resulting transportation infrastructure improvements with the ongoing major 5-Year update to the TIM Fee and CIP Programs.

Deliverables:

- Draft Technical Memorandum 2.3.2: Required infrastructure improvements in Coordination with CIP & TIM Fee Program
- Final Technical Memorandum 2.3.2: Required infrastructure improvements in Coordination with CIP & TIM Fee Program
- Meetings with Project Team as needed

Task 2.3.3: Complete CEQA Analysis

Consultant Team shall perform all professional and technical services, work, and tasks required to prepare a legally and technically adequate CEQA analysis, for certification by the Board. Consultant Team shall complete a draft CEQA document, respond to public comments on that document, and facilitate the public meeting during the public review period. Consultant Team shall prepare a final CEQA document based on responses to comments.

Consultant Team shall develop a Master EIR for the Missouri Flat area, which developers may use as a basis for their project EIRs.

Deliverables:

- Draft CEQA documents (including staff and public response to comments)
- Final CEQA documents

Documents Available for Review

- <http://www.edcgov.us/Government/Planning/Documents/MissouriFlatFinancingPlan.aspx>
- http://www.edcgov.us/Government/Planning/Missouri_Flat_Final_EIR.aspx
- <http://www.edcgov.us/Government/DOT/TIM/TIMFeeProgram.aspx>
- <http://www.edcgov.us/Government/DOT/TIM/2006/TIMFees2006.aspx#ProgramDocumentation>
- <http://www.edcgov.us/Government/DOT/CIP.aspx>
- http://www.edcgov.us/Government/Planning/Adopted_General_Plan.aspx

- III. Proposal Content:** Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2 x 11 sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed and labeled in the following order:
- A. Cover Letter:** Provide a “Cover Letter” and introduction, including the name and address of the organization or individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to make representations for the organization, and an expression of the Proposer’s ability and desire to meet the requirements of this Request for Proposal, including acceptance of the standard contract terms in Exhibit “C”. **The letter must be signed by an individual authorized to bind the firm contractually.**
 - B. Table of Contents:** This section shall include a detailed “Table of Contents” and an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.
 - C. Background and Experience:** Describe the firm’s background, its organizational structure, length of time in business, and experience in providing the type of services solicited herein.
 - D. Detailed Discussion and Work Plan:** Provide a narrative of the Proposer’s assessment of the work to be performed. This section should clearly demonstrate the Proposer’s ability to perform the scope of services. Discuss each item in **Section II. – Scope of Services** and describe how your firm will accomplish the desired scope of work. Include the names and resumes of key staff and explain how the firm’s team intends to approach this project.
 - E. Insurance Requirements:** A written statement of your firm’s ability to comply with the insurance requirements set forth in Exhibit “C”.
 - F. References:** Proposers must provide a minimum of three (3) client references, preferably of county governments, municipalities, or service districts in California, of organizations with whom you currently have contracts with and/or have previously had contracts with for the provision of services of equal type and scope within the last five (5) years. Each reference shall include company or organization name, contact person, title, telephone number, length of business relationship, and summary of services performed.
 - G. Additional Data:** (this Section shall be limited to five pages) Include any other data the Proposer deems essential. Where appropriate, please key data back to information contained in Sections A thru G.
 - H. Fee Proposal** – Proposers must include a breakdown of the fees by task for both modules of the RFP.

- IV. Proposers' Questions:** Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 p.m. on July 11, 2014**. All envelopes or containers must be clearly labeled "**RFP #14-918-090, QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **July 18, 2014**. All inquiries shall be submitted by U.S. mail to:

Procurement and Contracts
360 Fair Lane
Placerville, California 95667
RFP #14-918-088 Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

There will be an **OPTIONAL** pre-proposal meeting on **Thursday, July 10, 2014, at 2:30 p.m.** in the Community Development Agency, TAC Conference Room in Building C, 2850 Fairlane Court, Placerville, California 95667.

- V. Proposal Submittal:** Proposers must submit one (1) original and five (5) copies of their proposal, along with any addenda, in a sealed envelope or container, clearly marked "**RFP #14-918-090– MAILROOM DO NOT OPEN**", **no later than 3:00 p.m. – August 1, 2014**, to:

County of El Dorado
Procurement and Contracts
360 Fair Lane
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered "non-responsive." Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement and Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and

Contracts Division will serve as the official time clock. Consultant interviews for those selected are anticipated to occur on August 13, 2014. Final negotiation of contract must be completed by August 25, 2014 with awarding of contract by the Board of Supervisors on September 16, 2014.

For questions regarding the Request for Proposal process, contact Sue Hennike at (530) 621-5577.

- VI. Public Records Act:** All proposals shall become public information at the conclusion of the selection process, with the exception of those portions of a proposal that are identified at the time of submittal by the Proposer as trade secrets and/or which are deemed by the County as not being public documents that must be disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate sealed envelope clearly labeled as proprietary with the RFP number on the outside of the envelope. All materials submitted in response to this Request for Proposal shall become the property of the County and will not be returned.
- VII. Valid Offer:** Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

- VIII. County's Rights:** The County reserves the right to:

1. Request clarification of any submitted information
2. Waive any informalities or irregularities in any qualification statement
3. Not enter into any Agreement
4. Not select any Consultant Team
5. Cancel this process at any time
6. Amend this process at any time
7. To award more than one contract if it is in the best interest of the County
8. Interview Consultant Teams prior to award
9. To request additional information during an interview

- IX. El Dorado County Web Site Requirements:** It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/her of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as “non-responsive.”

X. Evaluation: Proposals shall be evaluated by a team composed of County personnel representing the County of El Dorado Community Development Agency on the basis of:

- A. Thoroughness, clarity, and quality of proposal – 15 points.**
- B. Experience and Qualifications of Firm – 20 points.**
- C. Experience in El Dorado County – 10 points**
- D. Experience with Creation of infrastructure funding mechanisms – 20 points**
- E. Experience with Public Relations/Outreach – 20 points**
- F. Experience with transportation infrastructure design – 20 points**
- G. Proposed Fees – 15 points**

Total Points Possible – 120 points

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

XI. Award: Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the Agreement documents. Receipt of the fully-executed Agreement will serve as Proposer’s notice to proceed with services.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

XII. Business License Requirement: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector’s Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

- XIII. Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any Agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any Agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

Your participation in the RFP process is important to El Dorado County!

Exhibit "A" – Sample Agreement for Services

ABC Engineering, Inc.

**Missouri Flat Area Master Circulation and Financing Plan Phase II and
Business Parks Infrastructure Financing Plan**

AGREEMENT FOR SERVICES #XXX-XXXX

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and ABC Engineering, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 12345 Pleasant Lane, Suite 100, Sacramento, California 95827 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Agency in determining financing mechanisms to update the Missouri Flat Area Master Circulation and Financing Plan (MC&FP) Phase I and create an MC&FP Phase II, and in developing a financing mechanism to fund infrastructure improvements that will promote activity and expansion within three existing business parks in El Dorado County;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel and services necessary to determine financing mechanisms to update the Missouri Flat Area Master Circulation and Financing Plan (MC&FP) Phase I and create an MC&FP Phase II, and develop a financing mechanism to fund infrastructure improvements that will promote activity and expansion within three existing business parks in El Dorado County. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," and to be completed in accordance with Exhibit B, marked "Project Schedule," incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on September 16, 2017.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$600,000, inclusive of all expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of Article V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667
Attn.: David Defanti, Assistant Director

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE VII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Agency for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: David Defanti,
Assistant Director
Long Range Planning Division

Attn.: Sherrie Busby
Administrative Services Officer
Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

ABC Engineering, Inc.
12345 Pleasant Lane, Suite 2100
Sacramento, California 95827-1012

Attn.: John Doe, Title

or to such other location as Consultant directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XX, Default, Termination, and Cancellation, herein.

ARTICLE XX

California Residency (Form 590): All independent consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXI

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is David Defanti, Assistant Director, Long Range Planning Division , Community Development Agency, or successor.

ARTICLE XXV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXVI

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXVIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXIX

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____
David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Dated: _____

Requesting Division Concurrence:

By: _____
David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Dated: _____

Requesting Department Concurrence:

By: _____

Steven M. Pedretti, Director
Community Development Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Board of Supervisors
"County"

Dated: _____

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Dated: _____

-- CONSULTANT NAME --

By: _____

Name
Title
"Consultant"

Dated: _____

By: _____

Name
Corporate Secretary

Dated: _____