



**REQUEST FOR QUALIFICATIONS AND  
PROPOSALS FOR  
THE DEVELOPMENT OF DISTRICT EMPLOYEE  
HOUSING**

**RFQ-P No. 24-032**

Twin Rivers Unified School District: *Inspiring each student to extraordinary achievement every day!*



**Twin Rivers Unified School District  
5115 Dudley Boulevard, McClellan, CA 95652**

**June 14, 2024**

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**REQUEST FOR STATEMENTS OF QUALIFICATIONS AND  
REQUEST FOR PROPOSALS FOR  
THE DEVELOPMENT OF DISTRICT EMPLOYEE HOUSING**

The Twin Rivers Unified School District (“**District**”) is requesting statements of qualifications and proposals (collectively “**Response**”) from experienced and qualified multi-unit housing (e.g., affordable housing and/or market-rate housing) developers and/or development firms, partnerships or corporations (“**Firm(s)**”) to fund, design, and construct a housing development to provide District employee housing on District property.

**Project at 1251 Chuckwagon Drive, Sacramento.** The District is seeking to develop approximately 200-300 housing units for District employees at its site located at **1251 Chuckwagon Drive in Sacramento, California**. The selected Firm is expected to finance, design, bond, and construct the District employee housing units (with proposed, competitive and reduced rental rates), and may submit with its proposal potential development scenarios for additional housing units that may be market-rate or reduced rate housing units consistent with City of Sacramento and County of Sacramento requirements (“**Project**”).

Firms that intend to submit a Response must be insured and appropriately licensed to perform the work required to complete the Project and may be located anywhere, but must maintain a full-service office for the past three (3) consecutive years that is within seventy-five (75) miles of the District.

**Pre-Response Meeting.** The District will hold a mandatory in-person Pre-Response Meeting for the Project as indicated in the Response Schedule for all interested Firms. Questions from interested Firms will be addressed by District staff or consultants at this meeting. Questions and responses presented at this meeting will be summarized in writing and made available on the District’s website: <https://www.trusd.net/Departments/Contract-Services--Risk-Management/Doing-Business-with-TRUSD/index.html>.

**Questions.** Questions regarding this request for statements of qualifications and request for proposals (“**RFQ/RFP**”) must be directed to [proposals@trusd.net](mailto:proposals@trusd.net). **Firms may not contact any other person with inquiries regarding this RFQ/RFP.** All responses to questions will be posted on the District webpage on July 3, 2024, by 2:00 p.m.

**Response Submittal.** Interested Firms are invited to submit a Response via email to the District at [proposals@trusd.net](mailto:proposals@trusd.net) with the subject line “RFP 24-032 questions”. **All Responses must be received on or before the date and time in the Response Schedule.** The District is not responsible for late delivery of a Response. Each Firm is responsible for ensuring that its Response is timely submitted. Responses that are received after the submission deadline will not be considered. Proposals must be effective for sixty (60) days following the deadline for the receipt of proposals.

**Response Schedule.** The following is the tentative schedule for this RFQ/RFP. Any change to the scheduled dates will be made by written addenda.

<b>Event</b>	<b>Date/Time/Location</b>
<b>MANDATORY PRE-RESPONSE MEETING</b>	<b>June 26, 2024; 2:00 PM</b> 3222 Winona Way, North Highlands, CA 95660
Deadline for Final Questions	June 28, 2024, 2:00 PM
<b>FIRMS’ RESPONSES SUBMISSION DEADLINE</b>	<b>July 11, 2024; 2:00 PM</b>

Interviews/Firm Presentations	July 17, 2024, through July 18, 2024 3222 Winona Way, North Highlands, CA 95660
Contract Negotiations	July 22, 2024, through August 2, 2024
Contract Recommendation to District's Governing Board (Anticipated)	August 27, 2024
Notice to Proceed	September 10, 2024

District reserves the right to amend this RFQ/RFP by written addenda. All addenda for this RFQ/RFP will be distributed via the District's website: <https://www.trusd.net/Departments/Contract-Services--Risk-Management/Doing-Business-with-TRUSD/index.html>. It is each Firm's sole responsibility to monitor this website for possible addenda to this RFQ/RFP. A Firm's failure to review all issued addenda shall not relieve a Firm of the requirements contained therein and may be the basis for the Firm's Response being rejected.

Thank you for your interest in working with the Twin Rivers Unified School District.

**1. Introduction/Project Objectives.**

- 1.1. The District is seeking Responses from experienced and qualified housing developers and development teams to finance, design, bond, and construct (i.e., develop) the Project on property owned by the District. The District seeks innovative development proposals that will meet both District and community goals, while leveraging a valuable District asset.
- 1.2. A site location map for the Project, including an aerial photograph of the property are included as **Attachment 1 (“Project Site”)**.
- 1.3. The District’s objective in developing the Project Site is to provide 200-300 housing units for its employees (and other public agency workforce personnel and other compatible housing if needed), consistent with community needs, the City of Sacramento housing and zoning regulations, and the County of Sacramento housing and zoning regulations. This may include a portion of the units being below market rate housing units.
- 1.4. The District’s objectives and scope of work for the Project are described in further detail in **Attachment 2 (“Development Parameters” or “Work”)**.

**2. Response Requirements.** Responses must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. Each response shall **be no longer than seventy-five (75) pages, 8½” x 11” paper**, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below.

- 2.1. **Content of Firm’s Statement of Qualifications.** The statement of qualifications must be concise, well organized, and demonstrate the Firm’s qualifications, and shall include the following items formatted as outlined below.
  - 2.1.1. **Letter of Interest.** A dated Letter of Interest, including the legal name of the Firm(s), and if a joint venture, the names of each participating firm, address, email and telephone numbers, and the name, title, and signature of the person(s) authorized to submit the Response on behalf of the Firm. The Letter of Interest must identify the Firm’s legal form, ownership, and provide a brief statement of history of the Firm, including the number of years in business, experience in property development, project financing, and experience in property development for California public entities.
  - 2.1.2. **Table of Contents.** A table of contents of the material contained in the Response should follow the Letter of Interest.
  - 2.1.3. **Proposed Key Personnel/Firm Team.** Identify and provide résumés that clearly describe the abilities, qualifications, experience, roles and responsibilities of key personnel the Firm proposes for the Project. Identify personnel that will serve as a primary contact(s) for the District. Include an organizational chart for the Firm’s team assigned to the Project.
  - 2.1.4. **Firm Information.** A comprehensive statement of the Firm’s qualifications to design, finance, bond, and construct the Project.
    - 2.1.4.1. Identify the scope of work that will be completed by the Firm’s employees and any scope of work that will be completed by the Firm’s subconsultants and subcontractors, if any. For each person identified in response to this section that is not identified in the Key Personnel/Firm Team section above, provide a brief summary of each person’s qualifications and experience, including the length of employment or service with the Firm and include their résumés.

- 2.1.4.2. Provide a statement of the Firm’s understanding of the objectives of the Project. Describe the approach the Firm proposes to take in addressing the needs of the Project, as described in in **Attachment 2**. Identify potential challenges that the Firm anticipates the Project will present and how the Firm would resolve those challenges.
- 2.1.4.3. Described the Firm’s specialization or unique capabilities that are beneficial to the successful delivery of the Project.
- 2.1.4.4. Indicate if the Firm holds an **A or B** California contractor’s license, a California engineering license or is a licensed California architect. If the Firm intends that its subcontractor(s) and/or subconsultant(s) will carry any of these required licenses, describe in detail how the Firm intends to structure this with its team and how it will comply with statutory requirements related to licensure (e.g., Bus. & Prof. Code § 7028.15)
- 2.1.4.5. Provide a statement of the Firm’s financial resources and insurance coverage. Include a certification of the completeness and correctness of the Firm’s statement of financial resources.
- 2.1.4.6. Provide a statement of **ALL** claim(s) filed against the Firm in the past five (5) years. Briefly indicate the nature of the claim(s) and the resolution, if any, of the claim(s).
- 2.1.4.7. Include letters of reference or testimonials, if available (no more than ten (10)).
- 2.1.4.8. Provide any other relevant information that may assist the District in understanding and evaluating the Firm’s qualifications and expertise.

2.1.5. **Prior Relevant Experience.**

- 2.1.5.1. Describe the Firm’s experience in financing, designing, constructing, and completing projects similar to the Development Parameters described in **Attachment 2**.
- 2.1.5.2. Describe and demonstrate the Firm’s relevant experience and qualifications by identifying five (5) relevant multiple-unit housing projects (affordable housing, market-rate housing, etc.), California K-12 construction, public projects or similar projects performed by the Firm in the past ten (10) years in California. Include the following information for each project:
  - 2.1.5.2.1. Name of project and owner,
  - 2.1.5.2.2. Project address or location,
  - 2.1.5.2.3. Scope of projects, description of services provided,
  - 2.1.5.2.4. Contact person and telephone number for owner,
  - 2.1.5.2.5. Firm’s person in charge of each project,
  - 2.1.5.2.6. Project architect name and telephone number,
  - 2.1.5.2.7. Dollar value of each project,
  - 2.1.5.2.8. Financing structure and the Firm’s role in establishing any financing or funding, including the Firm’s obligations related to ensuring payback of that funding and the status of that payback.
  - 2.1.5.2.9. Original construction budget and final construction cost,
  - 2.1.5.2.10. Collaborative approach and financing unique to the project,
  - 2.1.5.2.11. Design or construction issues with a city or other local government entity, including how they developed and were resolved, and
  - 2.1.5.2.12. All litigation arising from the project, if any. Provide information related to

the issues in the litigation, the status of litigation, names of parties, and the outcome.

- 2.1.6. **Conflicts of Interest.** Provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, the Project, the District, or the County of Sacramento that may pose a conflict of interest with the Firm’s ability to provide the Work.
- 2.1.7. **Non-Collusion.** The Firm shall warrant that its Response is made without any previous understanding, agreement or connection with the District, or any person, firm or corporation submitting a separate response for the Project, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**2.2. Content of Firm’s Proposal.**

- 2.2.1. **Feasibility Study Plan.** Provide a detailed outline of the Firm’s approach to the successful creation and implementation of a feasibility study for the Project based on the District’s objectives. Include a thorough discussion of methodologies the Firm believes are essential to accomplishing funding/financing, design, and construction of the Project. The Firm’s Feasibility Study Plan must include, but is not limited to, the following.
  - 2.2.1.1. A detailed proposal that addresses all elements of the Feasibility Study Parameters set forth in **Attachment 2**.
  - 2.2.1.2. Provide a one-page Executive Summary of the feasibility of development. This concise summary may be shared at public meetings or with community groups to provide information and solicit community input.
  - 2.2.1.3. Provide the Firm’s ability and approach to provide construction oversight and management for the Project.
- 2.2.2. **Project Duration.** Provide an estimated duration for design and construction of the Project based on its Feasibility Study. Indicate an estimate duration for reaching major milestones for planning, community engagement, environmental review coordination, finance and funding, contracting, construction and tenant leasing processes.
- 2.2.3. **Compensation.** The Firm must provide all the following cost information to perform the Feasibility Study and certain components of the Project which will inform the District on the Firm’s understanding of the Project and the Firm’s ability to finance, fund and construct the Project.

Project Component	Amount
<b>Feasibility Study</b> (Not to Exceed Amount)	\$_____.00
<b>Estimated Cost of General Conditions for Construction</b> (Includes General Requirements)	\$_____.00 or ____%
Staffing that would be part of the General Conditions:	
Project Manager (hourly rate)	\$_____.00
Constructability Reviewer (hourly rate)	\$_____.00
Estimator (hourly rate)	\$_____.00

Other: _____	\$_____.00
<b>Construction Mark-up</b>	
Mark-up on Subcontractor work	_____%
Mark-up on self-performed work	_____%
Mark-up on Subcontractor change order work	_____%
Mark-up on self-performed change order work	_____%
Fee / overhead & profit (as a percentage of direct costs), if any in addition to the "Mark-ups" indicated above	_____%
Bond & insurance cost (as a percentage of direct costs)	_____%
Other costs (identify in sufficient detail for evaluation, either as a lump sum or a percentage of direct costs)	\$_____.00 or _____%
<b>Finance:</b>	
Fees	_____%
Interest	_____%
<b>Permits:</b>	
Pre-Construction Permit and Costs	\$_____.00
<b>Other:</b> _____ (any other charges not indicated above)	\$_____.00 or _____%

2.2.3.1. Describe in detail how the Firm intends to finance and fund the design and construction of the Project, including sources, structure, obligations, operative terms, payback obligations, timelines and related items. The Firm must include a detailed financial plan to fund the District's 200-300 employee/public employee housing units. The Firm should provide an excel based pro-forma analysis, identifying anticipated construction costs, operating income, operating expenditures, capitalization rates, and other relevant information. Submit a complete Project pro forma and ten-year cash flow, which includes the following components:

- 2.2.3.1.1. Estimated total development costs, including any project management fees.
- 2.2.3.1.2. Identify anticipated project lenders and proposed financing mechanisms.
- 2.2.3.1.3. Summary of gross rental income by use (e.g., employee-housing, market-rate housing, other)
- 2.2.3.1.4. Operating expense assumptions.

2.2.3.2. **District Costs.** Identify any fees, costs, expenses or reimbursable fees for which the Firm will seek compensation or reimbursement from the District, if any. All fees, costs,

expenses or reimbursable fees shall be clearly identified as firm-fixed prices or not-to-exceed prices. For any not-to-exceed price, include the basis for calculating the charges. Include not-to-exceed allowances for reimbursables or other charges that cannot be determined in advance.

- 2.2.4. **Community Engagement.** Provide a brief description of all tasks the Firm intends to undertake during each Project milestone to conduct outreach to and engage the community to better understand community and Project needs in planning and development of the Project, including local businesses, housing advocates, environmental groups, adjacent neighborhoods and other stakeholders.
- 2.2.5. **Property Management.** Indicate if the Firm provides property management and overall day-to-day operations management, including safety, security and maintenance of the completed Project, including the employee housing unit. If the Firm does provide these services, please provide details on services provided (and not provided), how it is structure, and how it is funded.
- 2.2.6. **Exceptions.** Describe any proposed exceptions, alterations or amendments to the Project or the Development Parameters. The extent, nature, and scope of the Firm’s proposed exceptions may affect the evaluation of the Firm’s Response and the District’s determination of whether it is possible to successfully negotiate a development agreement with the Firm.
- 2.2.7. **Contract Terms and Conditions.** The District has not finalized a form agreement for the Project, but has certain Terms and Conditions described in Section 4 below, that shall be in any final agreement for the Project. If the Firm has any comments or objections to those Terms and Conditions, it must provide those comments or objections, with specificity, in its Proposal. **PLEASE NOTE: The District will not consider any changes to the Terms and Conditions if they are not submitted with the Firm’s Proposal.**
- 2.2.8. **Additional Data.** Provide additional relevant information about the Firm or the Project as it may relate to the Firm’s Response.

### **3. District’s Evaluation/Selection Process.**

- 3.1. Responses will be reviewed for responsiveness by a selection committee in accordance with the criteria set forth below. The District, may, at its sole discretion, interview some or all of the Firms submitting Responses. In the event a Firm is requested to attend an interview, it is mandatory that the proposed primary Project contact and a principal of the Firm with the authority to enter into a binding contract with the District to attend the interview.
- 3.2. The District intends to select one Firm, but reserves the right to reject all Responses or to select more than one Firm, that best meet(s) the District’s needs to perform the services described in this RFQ/RFP.
- 3.3. Firms will be evaluated and selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven history of success for these types of projects, including, without limitation, the following selection criteria:
  - 3.3.1. Development team experience and capacity,
  - 3.3.2. Financing and affordability of the Project,
  - 3.3.3. Understanding of Project objectives,
  - 3.3.4. Demonstration of creative approaches to multi-use development, which may include affordable housing,
  - 3.3.5. Development program and schedule,
  - 3.3.6. Design and performance objectives of the Proposal,
  - 3.3.7. Ability to manage and resolve conflicts or issues with government entities, and



3.3.8. Other relevant criteria.

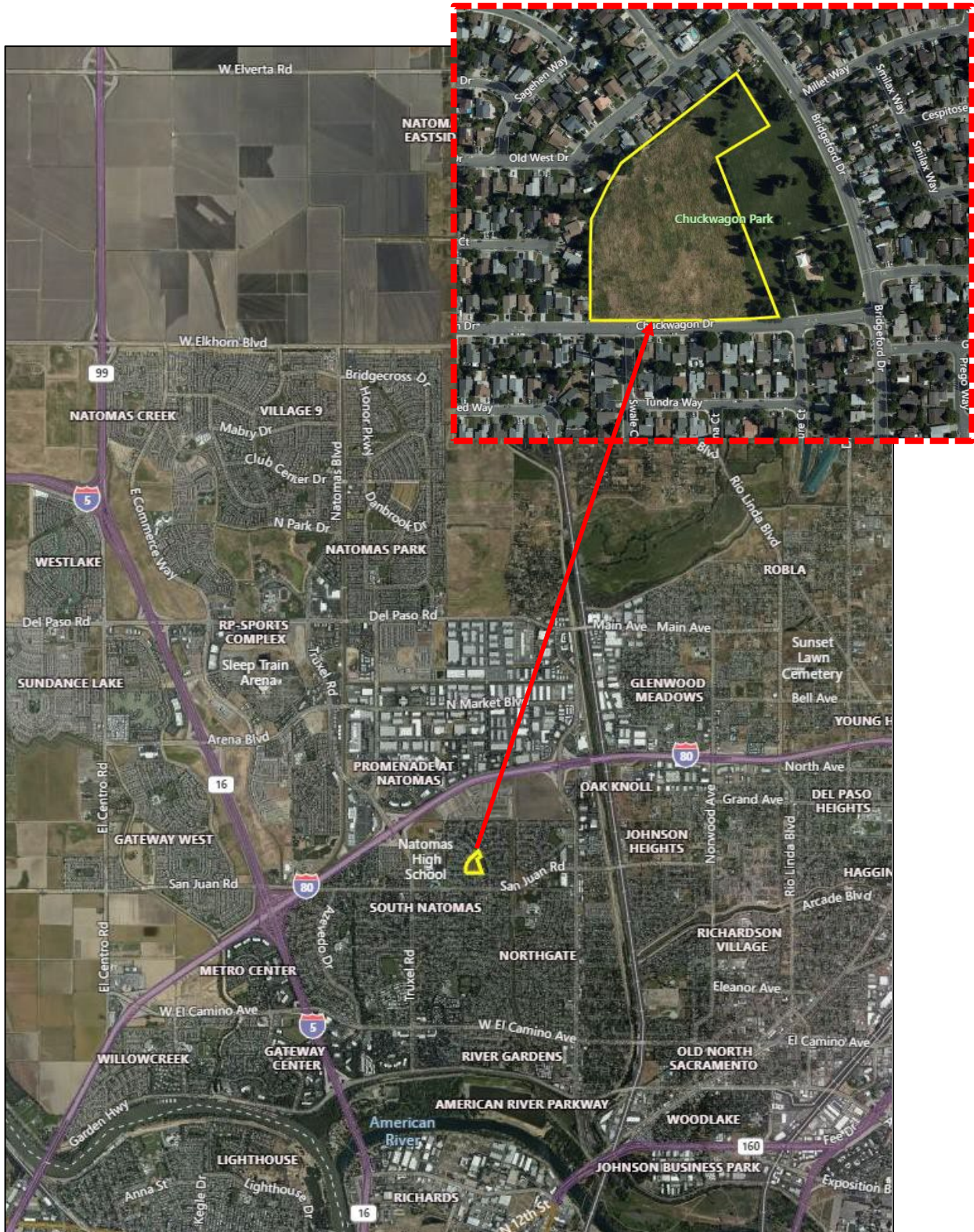
3.4. The District reserves the right to contract with any Firm responding to this RFQ/RFP for all or portions of the Project, to reject any Response as non-responsive, to waive minor irregularities in Responses, and/or to not contract with any Firm for the Project. The District makes no representation that participation in the RFQ/RFP process will lead to an award of a contract or any consideration whatsoever.

#### **4. Terms and Conditions.**

- 4.1. **Public Records.** Responses will become the property of District and subject to the California Public Records Act, Government Code sections 7920.000 et seq. Those elements in each Response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. District must not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” Firm agrees, by submitting a Response, to defend and indemnify District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.
- 4.2. Issuance of this RFQ/RFP does not commit the District to award a contract or to pay any costs incurred by any Firm in preparation of a Response. Firms agree, by submitting a Response, that the preparation of all materials for submission to the District and all presentations are at the Firm’s sole cost and expense. The legal rights and responsibilities of the District and the selected Firm related to the Project shall only be those rights and obligations which are set forth in a mutually executed contract. Further, the execution of any contract pursuant to this RFQ/RFP is dependent upon the District’s and selected Firm’s successful negotiation of terms, fees and costs, as well as approval by the District’s Board of Education.
- 4.3. The selected Firm(s) and each of its (their) subconsultants, and/or co-venture partners, or subcontractors shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government Code section 12900, the Labor Code including Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm’s workplace. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected Firm shall cause the above provisions to be inserted in all subcontracts for portions of the Work of the Project.
- 4.4. The selected Firm shall assure that the designated key personnel, project team, including subconsultant(s), is the team performing the Work of the Project. Departure or reassignment of, or substitutions for, any of the foregoing key personnel or Project team members shall not be made without the prior written approval of the District.
- 4.5. Upon completion of the evaluation, recommendation for award and subject to the Board of Education’s approval, the selected Firm or Firms will be required to execute any and all agreements provided by the District necessary for the Project. Any agreement or contract will be subject to standard District indemnification, insurance and bond requirements as described in **Attachment 3**.

# ATTACHMENT 1

## Project Site



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## ATTACHMENT 2

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### Development Parameters

#### 1. General Information

- a. **Project Site Parcel Information.** The District owns the Project Site with Assessor's Parcel Number 225-0170-066. The Project Site is approximately 7.63 acres.
- b. **Site Information.** The Project Site is considered "As-Is." It is the sole responsibility of the selected Firm or Firms to investigate and determine conditions and suitability of the Project Site for the Project. The information presented in this RFQ/RFP and in any report or other information provided by the District is provided solely for the convenience of potentially interested parties. The District makes no representations, assurances or warranties pertaining to the accuracy of the information provided in this RFQ/RFP. Any cost associated with planning, Project Site preparation, infrastructure improvements or other construction activities shall be the responsibility of the selected Firm or Firms and incorporated into the, unless otherwise agreed in writing by the District.
- c. **Entitlements.** The selected Firm or Firms will be responsible for obtaining all required regulatory approvals for the Project and. The District will designate staff and/or a project manager to work with the selected Firm or Firms during the predevelopment processing, including permitting, agency approvals and public review.
- d. **Surplus Land Act.** The District's Project Site is exempt from the Surplus Land Act (Gov. Code, § 54220, *et seq.*) because it is "exempt surplus land" pursuant to Government Code section 54221(f)(1)(I) and Education Code section 17391.
- e. **Supplemental Information.** A Supplemental Project Information Package for informational purposes will be made available (and updated as necessary) for download for interested Firms at: <https://www.trusd.net/Departments/Contract-Services--Risk-Management/Doing-Business-with-TRUSD/index.html>. Firms should not rely solely on the Supplemental Project Information Package, but Firms should be familiar with its contents when developing Firm's Response to this RFQ/FPP.
- f. **Anticipated Financing/Legal Structure.** The Project may be awarded, developed, and completed pursuant to, but not limited to, the Teacher Housing Act of 2016 (Health and Safety Code sections 53570-53574), the Joint Occupancy statutes (Education Code sections 17515 *et seq.*) and/or the Infrastructure Financing Act of 1996 (Government Code sections 5956 *et seq.*) as well as County of Sacramento, State of California, and Federal laws governing housing and real property development.
- g. **Labor Laws and Contract Requirements.** The Project is subject to California labor laws and prevailing wage requirements.

#### 2. Project Details

- a. **Development Requirements.** The District expects the employee housing units to be offered at below market rate to the District's employees or other public employees. As part of the selected Firm's Feasibility Study, the Firm shall evaluate the impacts, options and requirements of:
  - i. The City of Sacramento's requirements, including all applicable municipal code and regulatory requirements related to housing projects.
  - ii. The County of Sacramento's requirements for housing projects, as applicable

- iii. The potential utilization of processes and requirements of Government Code § 65914.7 (per AB 2295)
  - iv. The potential utilization of processes and requirements of Government Code § 65913.4 (per SB 35)
- b. **Site Approval and Layout.** The selected Firm(s) must submit the Project for approval to the City of Sacramento. The District will support those processes. The selected Firm(s) will need to propose, as part of the Feasibility Study, the estimated composition of studio apartments, one-bedroom/one-bathroom apartments, and two-bedroom/one-bath apartments for the Project.
- c. **Target Tenant Population.** The District expects that all tenants of the employee housing units will be District employees. If the District cannot occupy those units with its employees, the District will seek to occupy those units with qualifying employees of neighboring school districts and/or the County of Sacramento.
- d. **Amenities.** The Districts expects that all amenities of the employee housing units will be comparable, if not identical, to all the amenities that the selected Firm(s) will be providing it the Project's market-rate units. At a minimum, these amenities must include a washer/dryer in unit, high speed internet access, secure bicycle storage area, storage facilities, and indoor and outdoor common areas.
- e. **Project: Estimated Design and Construction Duration.** The selected Firm(s) shall work with the District to provide an estimated duration for design and construction of the Project based on its Feasibility Study.



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## ATTACHMENT 3

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### Indemnity, Insurance, and Bond Requirements

The following indemnity, insurance, and bond requirements will be part of any development agreement negotiated between the District and the Firm(s):

1. **Indemnity.** *To the furthest extent permitted by California law, Developer shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District and its consultants, board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work by Developer, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Developer shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Developer to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any stop payment notice actions or liens, including liens by the California Department of Labor Standards Enforcement.*
  - 1.1. *Developer shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Developer's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of Developer's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Developer, any sub-consultant or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Developer shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.*
  - 1.2. *In any and all claims against any of the Indemnitees by any employee of Developer, any sub-consultant or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Developer's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, and sub-consultant or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.*
  - 1.3. *The defense and indemnification obligations hereunder shall survive the Completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.*
2. **Developer's Insurance.** *During the entire term of the Agreement, Developer shall have and maintain in force, the minimum policy limits indicated herein.*
  - 2.1. *Developer's insurance shall be placed with insurers **ADMITTED** in California with a current A.M. Best's rating of no less than A- or A:VII. Developer shall provide documentation to the District demonstrating this rating.*
  - 2.2. *The limits of insurance shall not be less than the following amounts:*

<b>Commercial General Liability</b>	Includes: Bodily Injury, Property Damage, Personal	\$2,000,000 each occurrence; \$4,000,000 general aggregate
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	& Advertising Injury, Product Liability and Completed Operations	
<b>Automobile Liability – Any Auto</b>	Combined Single Limit	\$2,000,000 per occurrence
<b>Excess Liability (Umbrella)</b>		\$6,000,000 per occurrence; \$6,000,000 aggregate
<b>Workers Compensation</b>		Statutory limits pursuant to State law
<b>Employers’ Liability</b>		\$2,000,000 each incident, each disease; \$2,000,000 policy limit
<b>Sexual Abuse / Molestation</b>		\$1,000,000 each incident; \$2,000,000 policy limit
<b>Builder’s Risk (Course of Construction)</b>		Issued for the value and scope of Work indicated herein.
<b>Property of Others</b>	Combined Single Limit General Aggregate	Issued for the value and scope of Work stored off-site.

- 2.3. Commercial General Liability Insurance. Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (12/07), without endorsements that limit the policy terms with respect to: (1) the definition of an Insured Contract, (2) provisions for severability of interest, (3) explosion, collapse, underground hazard. District shall be named as an additional insured on Developer’s Commercial General Liability policy for any liability arising out of the Work.
- 2.4. Automobile Liability. Coverage to be written on an occurrence form. District shall be named as an additional insured on Developer’s Automobile Liability policy for any liability arising out of the Work.
- 2.5. Professional Liability Insurance (E&O). This insurance shall cover the Developer and its subconsultant(s) for professional liability in at least the amounts set forth herein above. Additionally, the policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period, coverage to continue through Construction Completion plus “tail” coverage for two (2) years thereafter.
- 2.6. Workers Compensation: Statutory limits.

3. **Contract Security – Bonds.**

- 3.1. Developer shall furnish two surety bonds issued by a California admitted surety insurer as follows:
  - 3.1.1. **Performance Bond:** A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of the Contract.
  - 3.1.2. **Payment Bond:** A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with the Contract.
- 3.2. Cost of bonds shall be included in the Proposal and Contract Price.
- 3.3. All bonds related to the Project shall be in the forms set forth in the Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.