

REQUEST FOR PROPOSAL (RFP)

Phytophthora cinnamomi Diagnostic Testing in Pallid Manzanita Populations

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

RFP DUE

Date: April 25, 2017
Time: 5:00 pm
Location: 2950 Peralta Oaks Court
Oakland, CA 94605

Michele Hammond
Botanist, Stewardship
East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605
Phone: (510) 544-2348
Email: mhammond@ebparks.org

RFP *Phytophthora cinnamomi* Diagnostic Testing in Pallid Manzanita Populations

NOTICE IS HEREBY GIVEN THAT THE BOARD OF DIRECTORS OF THE EAST BAY REGIONAL PARK DISTRICT will receive the Request for Proposal (RFP), at the District's Administration Building, at the Reception Desk located in the lobby of the building at 2950 Peralta Oaks Court, Oakland, California, 94605-0381 on April 25, 2017 at or before the hour of 5:00 p.m. for the *Phytophthora cinnamomi* Testing in Pallid Manzanita Populations RFP. All bidding consultants must submit sealed proposals to furnish all necessary labor, technical expertise, and equipment to satisfactorily identify areas of *Phytophthora cinnamomi* infection in or near Pallid manzanita populations on District property. Requests for information, clarification of the RFP or questions from RFP participants/bidders should be directed to the Stewardship contact by April 14, 2017.

Request for Proposals may be requested at the District's Administration Building, 2950 Peralta Oaks Court, Oakland, CA 94605 or by emailing Michele Hammond, Stewardship Botanist, at mhammond@ebparks.org. The Request for Proposal will be available on the District's website at <http://www.ebparks.org/about/bids> from April 4, 2017.

All requests for information must be directed to Michele Hammond, Stewardship Botanist at mhammond@ebparks.org before April 14, 2017. The District will not respond to phone or fax requests for information. All bids shall be presented in accordance with the RFP specifications for this proposal.

The Board of Directors reserves the right to reject any and all proposals, to modify the terms of this Request either before or after the deadline for submission of proposals, negotiate with one or more of the Consultants, to call for additional proposals, or to refrain from accepting any proposal. The Contract for Services agreement the District expects to award shall in no event become effective until an award of contract is approved by Resolution of the Board of Directors.

The District's policy in awarding this Contract of Services agreement will be based primarily on the most qualified Consultant overall. The District will carefully investigate each Consultant's background and experience with soil spreading *Phytophthora* plant pathogen testing.

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PROJECT BACKGROUND

In 2010, the District completed its Wildfire Hazard Reduction and Resource Management Plan (WHRRMP) and Environmental Impact Report. In order to implement fuels management in brush land areas, in early 2015 the Federal Emergency Management Agency (FEMA) completed an Environmental Impact Statement, including a Biological Opinion (BO) from the US Fish and Wildlife Service (Exhibit A). The BO requires the development of a Pallid Manzanita Management Plan (PMMP) prior to beginning fuels treatment work in any RTA's containing Pallid manzanita. This project will complete a task laid out in the PMMP.

The District spans Alameda and Contra Costa counties, east of San Francisco, with 112,000+ acres in 58 parks including over 1,200 miles of trails for hiking, biking, horseback riding and nature study. The Park District offers lakes, shorelines, campgrounds, visitor centers, interpretive and recreation programs, swim facilities, picnic areas, indoor/outdoor rental facilities, golf courses and much more. See the District's website for additional details and for the locations of major District facilities: <http://www.ebparks.org/parks>.

PROJECT DESCRIPTION

The goal of this project is to complete an initial task of the draft Pallid Manzanita Management Plan (PMMP) which is to identify the extent of *Phytophthora cinnamomi* infection of the District's *Arctostaphylos pallida* or Pallid manzanita populations. Pallid manzanita is federally threatened and California endangered as listed under the Federal and California Endangered Species Act. This survey will occur ASAP, May – June 2017. Pallid manzanita populations occur within five parks in the District: Huckleberry and Sobrante Ridge Botanical Preserves, Redwood and Tilden Regional Parks and Sibley Volcanic Regional Preserve (Exhibit B). *P. cinnamomi* is suspected in populations at Huckleberry Regional Preserve, Sobrante Ridge Regional Preserve, and Redwood Regional Park. However, all five populations and their surrounding area should be sampled for *P. cinnamomi*.

SCOPE OF SERVICES

Identify *Phytophthora cinnamomi* Pathogen Distribution Among Pallid Manzanita Populations

Upon receipt of a written Notice to Proceed, the Consultant for a Lump Sum cost shall conduct pathogen testing for *Phytophthora cinnamomi* from Pallid manzanita populations within EBRPD parkland. To determine the extent of *P. cinnamomi* plant and soil infection, the Consultant shall

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propose a sampling design and testing regime. If *P. cinnamomi* is not found to be the pathogen affecting the Pallid manzanitas, a determination of a different *Phytophthora* or other plant pathogen will be made with material collected. Consultant must possess, or have the ability to get, any required scientific permits if plant tissue collection is necessary.

For all tasks, the consultant shall follow the phytosanitary procedures described below to prevent the future spread of *P. cinnamomi* inside and outside the area (Exhibit C).

All applications, plans and reports shall comply with all applicable state, federal, and local laws and the requirements of all permitting and regulatory agencies with jurisdiction over the work proposed in the consultant's recommendations.

PARK DISTRICT RESPONSIBILITIES:

1. Provide the consultant a contact list and information on relevant Park District staff and responsibilities.
2. Provide the consultant with the following project background information:
 - a. Pallid Manzanita Management Plan draft and final version
 - b. Current known locations of Pallid manzanita populations
 - c. Current known or suspected locations of *Phytophthora cinnamomi* infection

CONSULTANT DELIVERABLES:

1. A Minimum of two (2) general meetings with District staff from the Stewardship Department to discuss survey plans and methods.
2. The Consultant shall prepare and provide printed and digital copies of final data analysis, *Phytophthora cinnamomi* pathogen locations, maps, and reports. In the case that *P. cinnamomi* is not found, other *Phytophthora* species will be included in the mentioned deliverables.
3. All text, exhibits and supporting data, including ArcGIS maps and files, shall be submitted in a form that is usable by the District. For example: text files shall be submitted in Microsoft Word software, spatial files shall be submitted in ArcGIS format with metadata. (A pdf scan is not an acceptable substitute.)
4. All work products prepared by the consultant shall become the property of the District. There shall be no restrictions on their use, distribution or modification.

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5. Consultant shall pay all permit fees.

PROPOSAL SUBMITTAL PROCESS

PROPOSAL

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

1. Project Understanding - Briefly demonstrate your understanding of the key elements of the project, including key project tasks and phytosanitary precautions and BMPs.
2. Scope of Services - The proposal should contain a detailed scope of services and technical approach to conduct a *Phytophthora cinnamomi* infection map and report, including any necessary tasks and studies which may not be determined at this time or noted in this RFP.
3. Project Team and Qualifications - Provide a succinct description of the firm's capabilities, size and range of services including sub-consultants. Identify team participants, project managers and key personnel of the Consultant and sub-consultants who will be actively involved in the project, team structure, reporting relationships, and the amount of work each staff person will be responsible for. Please include résumés of key personnel. Staffing assignments should be specific enough to demonstrate understanding of the skills required and commitment of proper resources. If awarded the contract, no staffing substitutions shall be made without the Park District's approval.
4. Relevant Experience - Describe the firm's experience with similar projects and issues, and specifically testing for *Phytophthora cinnamomi* in a wildland setting. Provide no less than 2 examples of completed *Phytophthora sp.* diagnostic testing. Include client references with the following:
 - a. Client name and contact information
 - b. Project description and location
 - c. Total value of the services provided
 - d. Key personnel involved
 - e. Sub-consultants

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5. Project Management - The proposal should briefly address project management including direct participants, coordination with the Park District and stakeholders, progress reporting, quality assurance, quality control, cost and schedule control, meetings, etc.
6. Work Schedule - In accordance with the overall project implementation schedule (May – June 2017), the proposal should reflect a scope of work and preliminary schedule that completes all deliverables. Timeline may be extended if processing of samples requires a longer time period.
7. Define information, services and expertise needed from the District for the implementation of this project.
8. Fee proposal shall include:
 - a. Itemized list based on the Scope of Services with a breakdown by task/deliverable and subcontractors.
 - b. Maximum total lump sum fee for consulting services to complete the Scope of Services outlined therein.
 - c. An hourly professional service fee schedule.
9. Signature - Proposals must bear the signature of a principal in the firm.
10. Contract for Services – The proposal shall include a statement of the Consultant's willingness to accept the terms and conditions of the Park District's standard Contract for Services Class B (Exhibit D). Prospective consultants shall review the Contract for Services (Consultant's attention is directed to sections 8 and 9); show levels of insurance coverage in each category, and return this information with the proposal.

Please submit three (3) hard copies and one CD or digital version of the proposal. Proposals must be received by the District by no later than 5:00 PM on April 25, 2017. Late proposals will not be considered.

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Please deliver proposals to the following address:

District's Administration Building, Reception Desk

Attention: Michele Hammond, Botanist

East Bay Regional Park District

2950 Peralta Oaks Court

Oakland, CA 94605

Phone: (510) 544-2348

Email: mhammond@ebparks.org

TENTATIVE CONSULTANT SELECTION SCHEDULE

Request for Proposal Available (Out to Bid)	April 4, 2017
Request for Information (RFI) from Consultants	April 14, 2017
District's Response to RFI's	April 19, 2017
Proposal due	April 25, 2017
Park District to Announce Short List	April 27, 2017
Park District will Interview all Short List Consultants	May 1, 2017
Tentative Award of Contract	May 8, 2017

COMMUNICATIONS

Substantive questions regarding the proposal content, project approach, and scope of services and budget for proposals shall be submitted in writing by email to Michele Hammond, mhammond@ebparks.org. Questions with District responses will be provided to all prospective consultants that request to be notified via email, as listed herein.

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CONSULTANT SELECTION PROCESS

SELECTION CRITERIA

Consultant selection shall be based upon:

Proposal (50%)

- Approach to completing the tasks involved in the Scope of Services.
- Professional experience performing *Phytophthora* diagnostic services, previous projects of a similar type and scale.
- Qualifications of the project team members.

Interview (50%)

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

COMPENSATION

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

REJECTION RIGHTS

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

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COST OF RESPONSE PREPARATION

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

EXHIBITS

- | | |
|-----------|--|
| Exhibit A | Biological Opinion from the US Fish and Wildlife Service as amended August 21, 2015. |
| Exhibit B | Pallid manzanita distribution in East Bay Regional Parks |
| Exhibit C | Phytosanitary Procedures When Working Around Potential <i>Phytophthora cinnamomi</i> |
| Exhibit D | District Standard Contract "B" for Services |

Exhibit B: Pallid manzanita distribution in East Bay Regional Parks

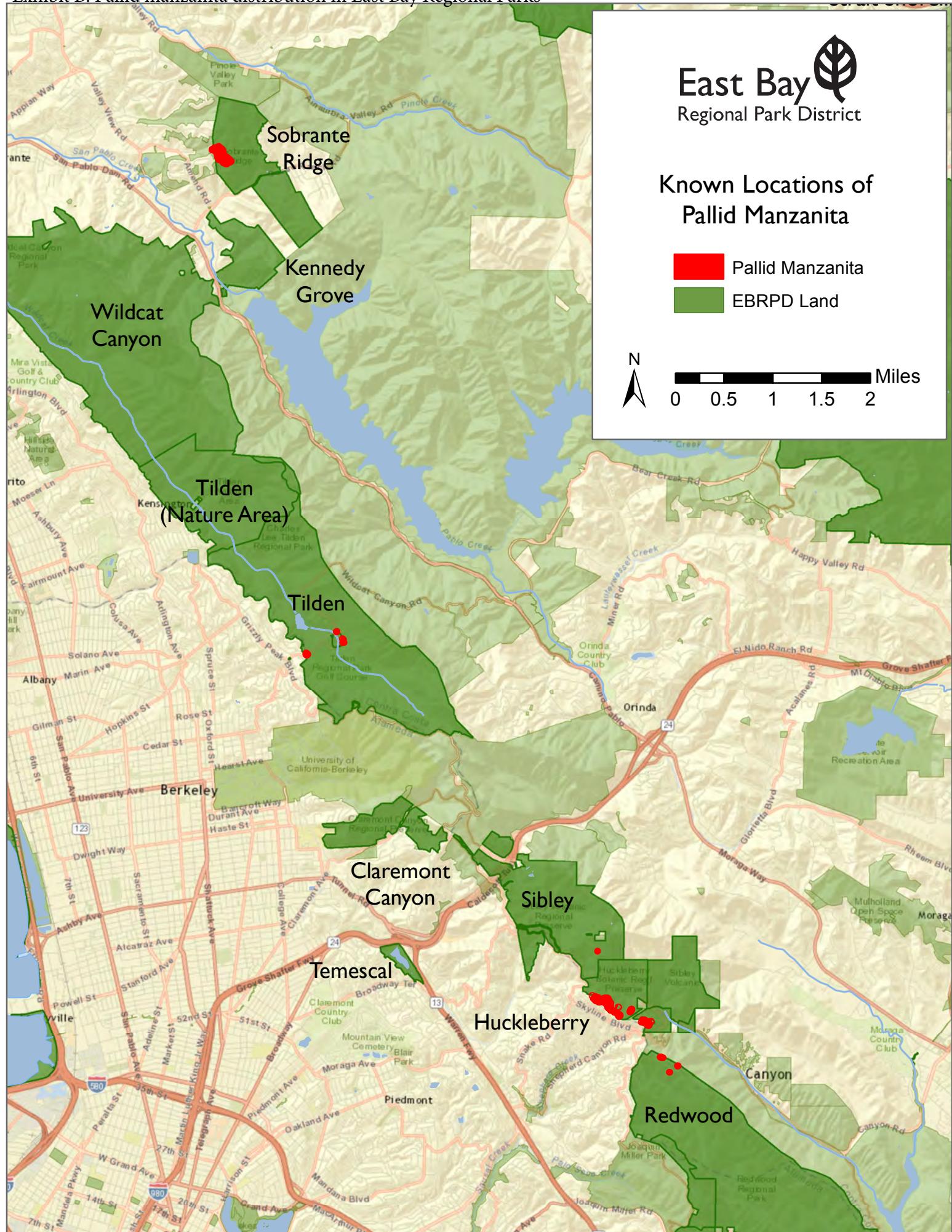


Exhibit C: *Phytophthora cinnamomi* Best Management Practices

Best Management Practices for Working in Suspected Phytophthora Infestations

Adapted from Draft Pallid Manzanita Management Plan

The May - June 2017 *Phytophthora cinnamomi* infection testing field work will have to be timed and conducted as carefully as possible in known areas of *Phytophthora cinnamomi* infection, e.g. Huckleberry Preserve. Precipitation events will be avoided as much as possible. Decontamination protocols for boots and any equipment resting on the soil must follow strict sanitation requirements. Best Management Practices (BMPs) are outlined below.

Soils infected with *P. cinnamomi* are essentially destroyed, and therefore not potential habitat for pallid manzanita. Therefore, the single most important measure is that more habitat is not lost by management activity spreading water mold spores. The precautionary principle should be used and presumed infected sites should be treated as infected areas.

- Work in suspected *P. cinnamomi* areas should only occur when soils are dry and no soil adhesion to tools and boots will occur or is observed. If precipitation begins during work, the project should be paused and project staff should leave the site tracking as little soil on their shoes as possible.
- After any precipitation, soils should be dry before work is restarted.

The following additional BMPs will also be implemented when any work is conducted within existing pallid manzanita stands to control spread within and between stands:

- All crew members will clean shoes and clothing of soil clods before arriving on-site with approved disinfectant spray (bleach/Lysol/quaternary ammonia).
- Crews must have sanitation kits on site in a plastic bucket or other container. Sanitation kits must have approved disinfectant spray (bleach/Lysol/quaternary ammonia), brush or towel for cleaning tools, gloves and bucket.
- A specific ingress/egress route, that minimizes the potential spread of *P. cinnamomi*, will be identified by a qualified biologist when working within watersheds that support pallid manzanitas.
- A wash station will be established at the ingress/egress location. Prior to entering or exiting the egress location, any potentially contaminated material will be removed from all boots, hand tools, clothing, and other equipment, then these items will be disinfected using 70% isopropyl (rubbing alcohol) or other approved methods determined to disinfect *P. cinnamomi* contaminated equipment.
- Vehicles will be prohibited from operating off road adjacent to service-roads within 200 feet of pallid manzanitas.
- Work within stands of pallid manzanita will not be conducted during the wet season.

Exhibit C: *Phytophthora cinnamomi* Best Management Practices

- Known infected material will never be transported from the site or outside of the infestation zone. It will be piled within the infested area.
- Any additional new BMP's provided by EBRPD and not mentioned above must be followed by consultant.

**CONTRACT FOR SERVICES
CLASS B
(Medium Risk)**

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

RECITALS

- A. District desires to engage the services of Contractor to provide various services herein described; and
- B. Contractor desires to perform such services for District;

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

1. **Term**

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

2. **Scope of the Contract**

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

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

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

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

3. **Time of Performance and Payment**

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

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

Exhibit D

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

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

4. Abandonment of Project

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

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

5. Contractor as Independent Contractor

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

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

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

Exhibit D

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

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

7. Employment Practices

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

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

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

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

8. Indemnification

a. Contractor agrees to indemnify, hold harmless, defend and protect District, its officers, directors, agents, employees, invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Contractor, including but not limited to Contractor's development, construction, occupation, use, operation, maintenance and/or removal of the property, premises, or any facilities or operations thereon, including events occurring on or off the property, premises, or facilities, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of the District, its officers, directors, agents or employees.

b. Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases District from any liability relating to or in any way connected to Contractor's activities or Contractor's use of the property, premises or facilities,

Exhibit D

unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of District, its officers, directors, agents or employees.

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

9. Insurance

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

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

b. Automobile Liability (bodily injury and property damage) in the minimum amount required by the State of California.

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

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

10. Default

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

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

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

11. Assignment

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

12. Advice of Counsel/Attorneys' Fees

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

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

13. Notices

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

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

CONTRACTOR:

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

14. Governing Law

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

15. Entire Agreement

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

16. Severability

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

EAST BAY REGIONAL PARK DISTRICT

By _____
Chief or AGM or GM

By _____
Contractor

Date: _____

Date: _____