



**Request for Qualifications  
For  
Construction and Project Management  
RFQ #2023-04-01**

**Advisory Board**

Joyce Carroll, Chair

Christopher Ives, Vice-Chair

Joel Levine, Member

Martin Ross, Member

**PROPOSAL DUE DATE**

Proposals must be submitted by  
**May 12, 2023**  
**by 1:00 pm**

**SUBMIT PROPOSAL TO**  
Carmichael Recreation and Park District  
ATTN: Ingrid Penney  
Administrative Services Manager  
[ingrid@carmichaelpark.com](mailto:ingrid@carmichaelpark.com),  
cc: [mblondino@carmichaelpark.com](mailto:mblondino@carmichaelpark.com)

# Carmichael Recreation and Park District

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# Carmichael Recreation and Park District

## NOTICE TO RESPONDERS

**NOTICE IS HEREBY GIVEN** that Carmichael Recreation and Park District, acting by and through the Carmichael Recreation and Park District Advisory Board and Sacramento County Board of Supervisors, (hereinafter referred to as “the District”), will receive up to, but no later than Friday, May 12, 2023, at 1:00 p.m., emailed proposals from qualified firms for the following:

### Construction and Project Management

#### Questions

Questions on this request for proposal should be directed to the [ingrid@carmichaelpark.com](mailto:ingrid@carmichaelpark.com) no later than Friday, April 21, 2023 at 1:00 pm

All responses to questions regarding this RFQ will be posted on our website Monday, April 24, 2023 on or before 5:00 p.m. The District may find it necessary to revise the RFQ, or to provide clarification or additional information after it is released. Any addenda or responses to questions will be posted on the District website at [www.carmichaelpark.com](http://www.carmichaelpark.com). It is the responsibility of the prospective responder to check the website for updates or addenda.

#### Due Date

**Proposals are due to Administrative Services Manager Ingrid Penney, District Office.** All RFQ Forms and Addendums must be emailed in PDF format by 1:00 p.m. PST on Friday, May 12, 2023 to the following email addresses: [ingrid@carmichaelpark.com](mailto:ingrid@carmichaelpark.com), cc: [mblondino@carmichaelpark.com](mailto:mblondino@carmichaelpark.com). All proposals must be submitted by the above due date and time. Sole responsibility rests with the Responder to ensure that its proposal is submitted prior to the deadline. Proposals received after the deadline will be returned unopened to the Responder. No exceptions will be allowed.

#### Compliance with Laws

The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, regulations, and codes.

#### Submittal Response

The following documentation is required in the proposal submittal:

1. Address all items in the RFQ Proposal Format
2. Completed and signed Submittal Forms and Addendums pages 17-20

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All responses shall be firm offers subject to acceptance by the District. Proposals become the property of the District upon submittal. Once awarded all proposal responses may be considered a public record and will be disclosed with a public records act request; only financial documents included to demonstrate the firm's fiscal stability will be protected from such a request.

Proposals may be withdrawn by the proposer prior to the submittal due date and time but may not be withdrawn for a period of 30 calendar days following that date. Responses may not be amended after the due date except by the consent of the District. The successful proposer shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq.

**The District reserves the right to reject any and all proposals for any reason. The District may waive informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other proposals. The issuance of this RFQ and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses (in whole or portions) received to this RFQ, to negotiate with more than one Responder concurrently, or to cancel all or part of this RFQ. Decisions to award contract(s) as a result of this RFQ are final and shall not be subject to appeal. Carmichael Recreation and Park District reserves the right, in its sole discretion, to determine the criteria and process whereby proposals are evaluated and awarded.**

### **Purpose**

The Carmichael Recreation and Park District ("District") is seeking proposals from Construction and Project Management firms in connection with the passing of the November 2022, General Obligation Bond. The authorization amount passed was \$31.9 million.

**The District is interested in retaining one firm to provide Construction and Project Management services.**

### **About the District**

The Carmichael Recreation and Park District has been serving the needs of the community since it was established as a dependent special district in 1945. The District is chartered by the County of Sacramento to manage park land and provide recreational opportunities to Carmichael residents. The District encompasses approximately 9.25 square miles and serves approximately 42,408 residents who live within the District's boundaries including Carmichael and a small portion of Fair Oaks. The District is governed by a five-member Advisory Board, appointed by the Sacramento County Board of Supervisors, to serve as the policy-making body for the District.

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## KEY EVENTS

Proposing firms (“Proposer”) who participate in this RFQ shall meet the following schedule requirements. All times referred to in this RFQ are Pacific Time (PDT).

<b>Timetable (some dates subject to change)</b>	<b>Dates</b>
Request for Qualifications Issued	April 17, 2023
All questions regarding RFQ Due	April 21, 2023, by 1 pm
All responses posted to District website	April 24, 2023, by 5 pm
Request for Qualifications - Proposals Due (via email)	May 12, 2023, by 1 pm
Proposals Reviewed	May 15 - 24, 2023
Contract negotiations	May 25 – June 2, 2023
District Board Approval of Contract Agreement	June 15, 2023
Contract Begins	July 1, 2023

**Note: The dates and times above are subject to change at the option of the District. Modifications and/or addenda will be published on the District website.**

## PROPOSAL FORMAT

### Page Limit / Font and Page Layout

**10-page limit excluding the cover letter and exhibits (if any).**

No smaller than 11-point font with margins no smaller than 0.75”.

Responses shall be submitted in 8 ½” X 11” sizes. Responses should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise.

The following format has been prepared as a guide for the development of the proposal in response to the RFQ. Comments should reflect an understanding of the Scope of Work in the RFQ. Submittals must be limited to responses to the questions and issues outlined below. All individuals that will be directly involved with the project should be identified and represent the firm in all discussions and interviews.

### **1. Executive Summary (Limit: 2 Pages)**

The executive summary should introduce the firm or individual and must be signed by an authorized officer of the firm or organization or by the individual that binds the terms of the response. The executive summary must contain the following:

- a. Legal name and address of the firm
- b. State whether the firm is local, national, or international

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- c. Type of firm (individual, corporation, etc.)
- d. Brief description of your firm, including number of years in business
- e. Date firm established
- f. California Business License Number
- g. Tax identification Number
- h. Address, telephone, e-mail address, and fax number of the person and office that will be primarily responsible for providing services for the proposal

### 2. Table of Contents (Limit: 1 Page)

Table of Contents is to be included in the proposal.

### 3. Proposal Content

#### A. Firm Information

- a. List the individuals who would work on the proposed Construction and Project Management. Include the role, responsibilities, relevant experience with Construction and Project Management, especially any with recreation and districts, and contact information for each individual.
- b. Describe your firm's experience with Construction and Project Management in California over the last 5 years.
- c. Please list any potential conflicts of interest your firm may have in acting as Construction and Project Management for the District.
- d. Please provide a minimum of three references with emphasis on either area expertise or recreation and park district experience.
- e. Please provide any other information as you see fit that would provide for rationale for selection.

#### B. Legal - Litigation/Disputes/ Disciplinary Action (Limit: 1 Page)

Proposer shall disclose specific information on termination for default, litigation settled, or judgments entered within the last five (5) years related to your firm regarding services provided for Construction and Project Management. Also, provide information relative to any convictions for filing false claims within the past five (5) years for similar services. In addition, Proposer shall provide the project name, date of dispute/claim, name of entity against whom the claim was filed, a brief description of the nature of the claim, the court and case number and a brief description of the status of any claim in excess of \$10,000 made against owner concerning professional services work performed by consultant or sub-consultant work for consultant. Provide details of any of the following actions:

- a. If any regulatory agency has taken disciplinary action against firm or proposed consultant team members;

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- b. If the firm has even been convicted of a federal or state crime of fraud, theft, or other act of dishonesty;
- c. If the firm has ever been convicted for a crime involving any federal, state, or local law related to construction;
- d. If a licensed responsible-in-charge individual on the proposed team or to the firm has been found liable in a civil suit for material misrepresentation to any public agency or entity;
- e. If in the last five (5) years a licensed responsible-in-charge individual on the proposed team or the firm has been debarred, removed or otherwise prevented from bidding on, or competing on any government agency or public works project for any reason;
- f. If any insurance carrier in the last five (5) years, for any form of insurance, refused to renew an insurance policy for a licensed responsible-in-charge individual on the proposed team or the firm based on non-payment or losses;
- g. Failure to enter into a contract or professional services agreement once selected;
- h. Termination or failure to complete a contract;
- i. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance;
- j. Knowing concealment of any deficiency in the performance of a prior contract;
- k. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract;
- l. Willful disregard for applicable rules, laws or regulations.

#### **4. Appendices – Add Options (Limit: None)**

Include all appendices as necessary to fulfill the requirements of the RFQ.

#### **SELECTION**

##### **Proposal Evaluation Criteria**

Evaluation of proposal will be based on the following criteria:

Proposals will be evaluated using four (4) categories listed below. The evaluation criteria will be weighted as follows. A score of one (1) through ten (10) will be assessed in each category, and then weighted according to the percentage assigned to each category. The following represent the principal selection criteria, which will be considered during the evaluation process:



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### Qualifications, Experience, and References (30%)

Experience contracting with municipalities to operate a Farmers' Market; experience and understanding of practices of governmental agencies; strength, stability, experience, and technical competence; assessment by client references.

### Personnel and Staffing (20%)

Qualifications and experience of proposed personnel for requested services.

### Work Plan (30%)

Depth of service providers understanding of District's requirements; overall quality and logic of work plan.

### Quality and Responsiveness of the Proposal (20%)

Completeness of response in accordance with the RFQ instructions.

The award of a contract is dependent upon approval by the District. The selection of a firm does not guarantee a financing will occur, and the District reserves the right to reject any and all proposals or modify and reissue this request for proposals. This request does not commit the District to negotiate a contract, nor does it obligate the District to pay for any costs incurred in the preparation and submission of any responses or in anticipation of receiving a contract.

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### **CONTRACT SAMPLE**

The term of the Agreement shall begin on or about June 1, 2023, and end June 30, 2025. The agreement may be extended by one additional two-year term through June 30, 2027. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the agreement, and additional two-year term. Scope of Work and Project Services and Capital Projects are attached to this RFQ.

### **Format**

It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal, and upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to enter into contract with, if any, shall execute a Contract Signature Page based on this RFQ, the response, and any written amendments. The Contract will, by default, incorporate all requirements, terms and conditions contained in this RFQ. In the event of any conflict between this RFQ and the Contract Signature Page, the terms of this RFQ will take precedence, unless otherwise specifically stated in a written amendment. District will not enter into any separate Contract or Agreement with Responder except as specifically stated herein.

### **Terms and Conditions**

#### **Compliance with Laws**

This contract shall be in accordance with the laws in the State of California. All RFQs and proposals shall comply with the current federal, state, local and other laws relative thereto.

#### **Sacramento County Board of Supervisors and CRPD Advisory Board Approval**

Award is subject to the acceptance by the Sacramento County Board of Supervisors and Carmichael Recreation and Park District Advisory Board.

#### **Governing Law and Venue**

In the event of litigation, the RFQ and proposal documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

#### **Attorney Fees**

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorneys' fees and costs.

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### **RFQ Acceptance or Rejection**

This RFQ does not commit the Carmichael Recreation and Park District to award a contract, to pay any cost incurred in the preparation of this RFQ or to procure contract for services or supplies. The District reserves the right to accept or reject any or all proposals received in response to this request, to negotiate terms that will be in the best interest of the District, or cancel in whole or in part this RFQ. All submitted proposals and information included therein shall become public records upon delivery to the Carmichael Recreation and Park District, subject to disclosure per the "California Public Records Act, " (California Government Code Sections 6250, et seq.) once the District has awarded the contract resulting from this solicitation.

### **Multiple Proposals**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special conditions indicate otherwise.

### **Insurance Requirements**

Firms are to provide a letter from their insurance company indicating ability to provide insurance. Insurance requirements include the following:

Without limiting Consultant's indemnification, Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, or employees. District shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the District Risk Manager, insurance provisions in these requirements do not provide adequate protection for District and for members of the public, District may require Consultant to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. District's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

### **Verification of Coverage**

Consultant shall furnish the District with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The District Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the District before performance commences. The District reserves the right to require that Consultant provide complete copies of any policy of insurance offered in compliance with these specifications.

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### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

**GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

**AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

Personal Lines automobile insurance shall apply if vehicles are individually owned.

**WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.

**PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to the Consultant's profession.

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

GENERAL LIABILITY shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$5,000,000
Products Comp/Op Aggregate:	\$5,000,000
Personal & Adv. Injury:	\$5,000,000
Each Occurrence:	\$5,000,000

**AUTOMOBILE LIABILITY:** Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$2,000,000 Combined Single Limit. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000

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property damage.

WORKERS' COMPENSATION: Statutory.

EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$2,000,000 per claim and aggregate.

### **Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the District.

### **Claims Made Professional Liability Insurance**

- If professional liability coverage is written on a Claims Made form:
- The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Consultant.
- Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

### **Other Insurance Provisions**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The District Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected.

MAINTENANCE OF INSURANCE COVERAGE: The Consultant shall maintain all insurance coverages and limits in place at all times and provide the District with evidence of each policy's renewal within ten (10) days after its anniversary date.

Consultant is required by this Agreement to immediately notify District if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Consultant shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

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### **Commercial General Liability and/or Commercial Auto Liability**

ADDITIONAL INSURED STATUS: The District and the County of Sacramento, their governing boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Additional Insured Party," and collectively "Additional Insured Parties"), are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.

PRIMARY INSURANCE: For any claims related to this Agreement, the Consultant's insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of the Consultant's insurance and shall not contribute with it.

SEVERABILITY OF INTEREST: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SUBCONTRACTORS: Consultant shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by Consultant's subcontractor.

### **Workers Compensation**

WORKERS COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the District and the County of Sacramento, their governing boards, officers, directors, officials, employees, and authorized volunteers and agents, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Consultant. Should Consultant be self-insured for workers' compensation, Consultant hereby agrees to waive its right of subrogation against the District and the County of Sacramento, their governing boards, officers, directors, officials, employees, and authorized agents and volunteers.

### **Notification of Claim**

If any claim for damages is filed with Consultant or if any lawsuit is instituted against Consultant, that arise out of or are in any way connected with Consultant's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect District, Consultant shall give prompt and timely notice thereof to District. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

### **Indemnification**

To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, Consultant shall indemnify, defend, and hold harmless the District and the

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County of Sacramento, their governing boards, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by the Indemnified Parties directly attributable to the performance of Consultant, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of Consultant, its employees, or Consultant's subconsultants or subcontractors at any tier, or any other party for which Consultant is legally liable under law.

The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to Consultant. Upon receipt of tender, Consultant shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. Consultant shall control the defense of the Indemnified Parties; subject to using counsel reasonably acceptable to the Indemnified Parties. Both parties agree to cooperate in the defense of a Claim.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by Consultant or Consultant's subcontractors at any tier.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

### **Term/Extension**

Consistent with guidelines enumerated in the County Code, it is the intent of the District to award a two-year initial term contract with option to extend for a two-year period for the specified service assuming funds are appropriated to support continuation of services for succeeding fiscal periods.

### **Board Contact**

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the RFQ process of any project on which the business entity intends to or has submitted a proposal. Any Responder violating this policy shall be deemed disqualified from the RFQ process. Should such contact become known after the RFQ is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the Responder shall be liable for any

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damage incurred by the District. The Board shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

### **Amendments**

The terms and conditions contained in the Request for Proposals and Contract herein may be amended or modified only with the prior written approval of the District.

### **News Release**

News releases pertaining to this RFQ or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

### **Termination of Contracts**

The Carmichael Recreation and Park District reserves the right to terminate all contracts for cause by giving ten (10) calendar days written notice or may terminate without cause by giving thirty (30) calendar days written notice. Termination of contract for cause shall include, but may not be limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Contracts which extend into a subsequent fiscal year will automatically terminate if the Carmichael Recreation and Park District does not appropriate funds for the goods and/or services under the contract.

### **Failure to Fulfill Contract**

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Advisory Board to be to the best advantage of the Carmichael Recreation and Park District. Any failure for furnishing such articles or services by reason of the failure of the Responder, as above stated, shall be a liability against such Responder and his sureties. The Board of Supervisors has delegated authority to the District for the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Advisory Board of Directors.

### **Proprietary Information**

Once awarded all proposal responses may be considered a public record and will be disclosed with a public records act request; only financial documents included to demonstrate the firm's



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fiscal stability will be protected from such a request.

### **Conflict of Interest**

The successful Responder shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the Responder and services under this Agreement. The successful Responder agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

### **Proposal Negotiations**

A submittal containing terms such as “negotiable,” “will negotiate,” or similar, will be considered non-responsive. However, the District reserves the right to negotiate terms of the agreement with the selected Consultant.

### **Anti-Discrimination**

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Consultant agrees to comply with applicable federal and California laws, including, but not limited to, California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work.

### **Assignment**

The Consultant shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

### **Debarment, Suspension, and Other Responsibility Matters**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110—

The applicant certifies that it and its principles:

Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust

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statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and

Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

# Carmichael Recreation and Park District

## RFQ Form

Carmichael Recreation and Park District  
5750 Grant Avenue  
Carmichael, California 95608

To: District Administrator and Members of the Advisory Board

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFQ Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFQ package for the above-referenced RFQ #2023-04-01, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFQ package. The entire RFQ Package is submitted, together with this RFQ Form.

Name of Company: \_\_\_\_\_

Legal Status (i.e., sole proprietorship, partnership, corporation): \_\_\_\_\_

Tax I.D. Number (Sole Proprietorship Only): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

( ) \_\_\_\_\_  
Phone

( ) \_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail address

## Carmichael Recreation and Park District

### Statement of Non-Conflict of Interest

The Responder hereby warrants that he, she, or they have no business or financial interests that are in conflict with his, her, their obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

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Signature

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Printed Name

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Title

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Responder

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Date

## Carmichael Recreation and Park District

### **Insurance Coverage Statement (to be submitted with proposal)**

Responder HEREBY CERTIFIES that they have reviewed and understand the insurance coverage requirements specified in the CRPD Construction and Project Management RFQ XX-X. Should the Responder be awarded a contract for the work, Responder further certifies that they can meet the specified requirements for insurance.

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Printed Name (Person, Firm, or Corporation)

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Signature of Consultant's Authorized Representative

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Name & Title of Authorized Representative

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Date of Signing

## **Scope of Work for Carmichael Recreation and Park District Measure G Construction and Project Management**

Carmichael Recreation and Park District is a Dependent Special District of Sacramento County and must work within the scope of the Governance Resolution.

### **Program Management Duties:**

1. Represent the Carmichael Recreation & Park District and be the main point of contact on all construction and design related issues.
2. Advise the District on phasing, grouping of projects and other potential cost-saving approaches to construction
3. Assist and advise the District in prioritizing projects and activities
4. Develop master project communication plan, incorporating project participants, District administration, community, social media, and website
5. Work with District to develop scope, sequencing, scheduling, budgets, and communication for all projects tied to responsibility assignment matrix.
6. Report to the District on program and project status on a regular basis through the course of the projects
7. Advise on and coordinate work of sub consultants
8. Participate in planning workshops, attend meetings with site committees and the District Bond Oversight Committee
9. Advise on an ongoing basis, communications with State of California, Sacramento County, and other agencies involved in the construction process, as requested, and ensuring CEQA compliance.

10. Work directly with District staff, including the administration and planning, park, and recreation divisions to provide continuity in all aspects of the projects.
11. Develop a risk management plan and clarify approach to the identification, monitoring, and mitigation of prioritized risk.

**Programming/Design Phase:**

1. Assist with the detailed definition of project scope, budget and schedule as needed.
2. Coordinate design consultant activities and delivery schedules as needed.
3. Review design documents for constructability, scheduling, phasing, clarity, consistency, and coordination.
4. Work closely with and support architect(s) in all related designing and programming tasks.
5. Perform analysis of the design documents and prepare report(s) with recommendations to the District.
6. Expedite owner's design reviews including modifications.
7. Assist in the preparation of non-technical portions of project specifications manuals.
8. Assist with master scheduling where required.
9. Prepare and/or review existing project cost estimates where required.
10. Coordinate with Sacramento County's General Services Department on any project over \$1,000,000, as required by Governing Resolution.

### **Preconstruction Phase:**

1. Provide recommendations regarding constructability and value engineering.
2. Create and review RFP for general contractors and any other trade needed for the projects including engineers, architects, experts, consultants, advisors to meet legal requirements, achieve maximum quality & cost benefits.
3. Coordinate all bid phase activities with District including preparing solicitation notices, conduct pre-bid conferences, project job walks, assist District in evaluating bid results prior to award using a scorecard method, review and coordinate bid phase addenda, conduct post-bid conferences as required, coordinate submittals required by governing agencies.
4. Develop master project schedules detailing commencement and completion of each project, including phases.
5. Assist District in selection of professional services for inspection, testing, hazardous materials removal, etc.
6. Verify and update cost estimates for Construction and provide feedback on scope, advise the District on phasing, grouping of projects, and other cost saving methods

### **Construction/Close-Out Phase:**

1. Manage and administer related contracts as required to facilitate the work of the contractors.
2. Ensure that contractor(s) are registered with the Department of Industrial Relations and all workers are paid the prevailing wage.
3. Conduct pre-construction conferences as needed as well as pre-construction and construction progress meetings, prepare and distribute the construction progress meeting minutes.



4. Ensure all parties working on the project are properly licensed, bonded, insured, and in good standing with any and all regulatory bodies. Any contractor working at La Sierra Community Center will need to be fingerprinted.
5. Review and process Request for Information (RFI), shop drawings, samples and other submittals in cooperation with Architects/Engineers.
6. Coordinate project site meetings.
7. Review construction progress and prepare reports for District.
8. Coordinate change order control process, review and analyze proposed change orders; in cooperation with the architect, make recommendations to District to determine cost and schedule effects of change orders; prepare change order reports.
9. Coordinate and evaluate contractor's recovery schedules.
10. Assist and support architect construction administration processes, including applicable permits.
11. Verify permits, approvals, bonds, and insurance coverage documents.
12. Regularly monitor the construction budgets and schedules; make recommendations to the District.
13. In conjunction with the architect(s), review and recommend any necessary or desirable changes to any contract documents and submit same to District.
14. Review and recommend progress payments of architectural, landscape architectural, civil, mechanical, electrical, plumbing, and/or structural engineering and construction services.
15. Monitor contractor safety programs.

16. Maintain the file set of contract drawings, specifications, addenda, contracts, change orders, shop drawings/submittals, correspondence and other records during the construction phase with final submission to District once a project is complete.
17. Coordinate the preparation of the punch-list.
18. Coordinate delivery of maintenance and operations manuals; training.
19. Obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections.
20. Prepare occupancy plan reports
21. Final evaluation of overall project. "Lessons learned"
22. Perform contract administrative closeout; disputes resolved; all interim or disallowed costs settled; subcontracts settled; holdbacks/release of retention; coordinate and recommend final completion and payment; contract modifications received, noted, and performed/completed; contract review complete.
23. Submit Final plan-sets on projects, including all supporting documents at project completion.

**Capital Project Fund FY 2023-24**

Summer 2023
<b>LA SIERRA</b>
<b>Roofs-Phase I</b>
300 Wings 400 Wing (East) 600 Wing (West)
<b>HVAC-Phase I</b>
TBD

Spring 2024
<b>DEL CAMPO PARK</b>
Soccer Field Turf Repair
<b>CARMICHAEL PARK</b>
Paving Project-Phase II Location in Park TBD
<b>GLANCY OAKS PARK</b>
Demo & Grading Park Entry-ADA Playground Replacement Rubberized Surface ADA work from 2016 report
<b>LA SIERRA</b>
<b>Roofs-Phase II</b>
700 Wing Arts and Maintenance Building Minor Repairs (600E, 400W & Bldg 170)
<b>HVAC-Phase II</b>
TBD

Fall 2023
<b>CARMICHAEL PARK</b>
Vets Hall's TT Playground replacement w/concrete repair TT Playground-Rubberized Surface
<b>Paving Project-Phase I</b>
Location in Park TBD
<b>LA SIERRA</b>
<b>Roofs-Phase II</b>
John Smith Hall, Theater, Rec Office, Kitchen 500 Wing Sierra Rooms & Boiler Roof (west)

**Capital Project Fund FY 2024-25**

Summer 2024
<b>LA SIERRA</b>
<b>Roofs-Phase IV</b>
200 Wing Canopy Areas
<b>HVAC-Phase III</b>
TBD
<b>DEL CAMPO PARK</b>
Creek Bridge
<b>CARDINAL OAKS PARK</b>
Demo & Grading Playground Replacement (10K sq ft) Rubberized Surface ADA work from 2016 report (includes pathway repair) Pedestrian Lighting

Fall 2024
<b>LA SIERRA</b>
<b>HVAC-Phase IV</b>
TBD
<b>CARMICHAEL PARK</b>
New restroom by Tennis Courts

Spring 2025
<b>LA SIERRA</b>
Natural Turf Soccer Field and Irrigation

\*Projects to be part of the RFQ are in **RED** print