



**Request for Qualifications
For
Consultant Services to Perform Site Survey Services for
Carmichael Recreation and Park Measure G General Obligation Bond Program
RFQ #2023-02-2024-02**

Advisory Board

Joyce Carroll, Chair

Christopher Ives, Vice-Chair

Joseph Leavitt, Member

Joel Levine, Member

Martin Ross, Member

PROPOSAL DUE DATE

Proposals must be submitted by
**March 8, 2024,
by 2:00 P.M.**

SUBMIT PROPOSAL TO

Carmichael Recreation and Park District
Ingrid@carmichaelpark.com

FOR

Carmichael Recreation and Park District

cc: jperry@carmichaelpark.com
mblondino@carmichaelpark.com
huy.hoang@cumming-group.com

Carmichael Recreation and Park District

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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 March 5, 2024 at 2:00 p.m., emailed proposals from qualified firms for the following:

Landscape Design and/or Architectural Services

Questions

Questions on this request for proposal should be directed to: huy.hoang@cumming-group.com no later than February 28, 2024, at 2:00 P.M.

All responses to questions regarding this RFQ will be posted on <https://www.carmichaelpark.com/projects-rfp-s>, March 4, 2024, 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 additional addendums will be posted on the <https://www.carmichaelpark.com/projects-rfp-s> on March 4, 2024. It is the responsibility of the prospective responder to check the website for updates or addenda.

Due Date

Proposals are due to Ingrid S. Penney, Administrative Services Manager, including all RFQ Forms and Addendums must be emailed in PDF format by 2:00 P.M. PST on March 8, 2024, to the following email addresses: ingrid@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 not by 2:00 P.M., March 8, 2024, at the above email to ingrid@carmichaelpark.com will be rejected.

Proposals submitted to any other office will not be accepted. It is the responsibility of the proposer to submit the proposal by the time and date to the address or email address specified above.

Postmarks will not be accepted. Fax submissions will not be accepted.

Proposals received after the deadline will be returned unopened to the Responder. No exceptions will be allowed.

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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

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 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.

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

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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.

Purpose and Scope of Work

The Carmichael Recreation and Park District (“District”) is seeking proposals for design services in connection with the passing of the November 2022, General Obligation Bond. The purpose of this RFQ is to solicit Statement of Qualifications and Fee Proposals from consulting firms to create a pre-qualified pool of design architects and landscape architect consultants on an as-needed basis. Firms submitting for inclusion in the pre-qualified pool shall submit a comprehensive Statement of Qualifications (“SOQ”). For future projects, Carmichael Recreation and Park District may then elect to solicit fee proposals from this pre-qualified pool through its informal procurement process.

Basic Services

The Consultant shall be responsible for the professional quality and technical accuracy of all drawings and other services furnished by the Consultant under the Agreement as well as design and existing conditions coordination. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its documents and other services.

The Consultant will use all due care and diligence to confirm that its documents and all other information provided by or on behalf of the District discloses and publishes any potentially relevant information that could, in any way, have an impact on a Consultant's cost of performance. The Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design and construction. The Consultant shall track for the District's benefit all such suggested and disclosed information.

Mandatory Assistance

If a third-party dispute or litigation, or both, arises out of, or relates in any way to the services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and/or litigation (“Mandatory Assistance”).

1. Project Start-up / Program Validation / Concept Design

- 1.1 Attend a project kick-off meeting with the District and confirm project intent, scope, budget, and schedule.
- 1.2 Review all data provided by the District including, but not limited to, historical data.
- 1.3 Conduct site visits to verify and document existing conditions.

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Concept

The Carmichael Recreation and Parks District is requesting qualifications and proposals from design architects and landscape architecture firms with properly licensed professionals to provide consulting services for design and concept plan preparation for Board of Directors approval, preparation of bid documents, and construction support for their comprehensive Measure G Bond Program. The thirteen neighborhood parks included in the Bond Program are 176.8 acres in size and located in the Carmichael city limits. Future site improvements may include accessibility upgrades, additional furnishing, new playground structures, restroom buildings, HVAC upgrades, upgrades to sports courts, fields, and landscaping. The construction budget for the Carmichael Recreation and Parks Master Plan is \$29,690,491.00.

The Request for Qualifications (RFQ) and all addenda will be published on the CRPD's website: <https://www.carmichaelpark.com/projects-rfp-s>. Proposers are required to obtain addenda, and acknowledge they are included in the submittal.

Background

In 2008, the Carmichael Recreation and Park District developed a comprehensive vision for its park system, based on an assessment of community needs via a community survey and evaluation of the existing levels of service for park and recreation facilities. The plan included proposed standards, specific recommendations for park improvements, and an implementation strategy.

Work Description:

I. **Scope of Work: The selected consultant will provide design services not limited to:**

- A. Attend site visits and gather site verification dimensions and photos.
- B. Attending collaborative design meetings with CRPD and the Project Management team.
- C. Propose schematic plans to CRPD for vision planning and decision making.
- D. Schedule and attend meetings with authorities having jurisdiction prior to submittals and during plan check process.
- E. Prepare presentation materials for community public meetings, Bond Oversight Committee, and Carmichael Recreation and Park District Advisory Board.
- F. Develop final approved design plans for implementation.
- G. Attend weekly construction meetings and on-site overview.

II. **Additional Consultant Responsibilities: The consultant of choice in charge of the project must be licensed in accordance with ORS 279C100-125 and shall assume full responsibilities for the following:**

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- A. Personnel, Materials and Equipment: The consultant shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools, and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.
- B. Business License Required: The selected consultant must have a current business license prior to conducting any work for CRPD.
- C. Professional Responsibilities: The consultant shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such series in respect to similar work and shall comply with all applicable codes and standards.

Limitations

This RFQ is not an offer by the District to contract with any party responding to this RFQ. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ if it is found to be in the best interest of the District. All decisions concerning the selection will be made in the best interests of the District. The awarding of the contract pursuant to this RFQ, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFQ Packet in response to this RFQ. RFQ Packets and any other supporting materials submitted to the District in response to this RFQ will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any RFQ Packet.

Restrictions On Lobbying and Contacts

From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Bond Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ Packet.

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Key Events Schedule

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).

Timetable (some dates subject to change)	Dates
Request for Qualifications Issued	February 20, 2024
All questions regarding RFQ Due	February 28, 2024
All responses posted to District website	March 4, 2024
Request for Qualifications - Proposals Due	March 8, 2024
Proposals Reviewed	March 13, 2024
Notice to Firms to be Included in the Pool	March 15, 2024

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, <https://www.carmichaelpark.com/projects-rfp-s>

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.

Executive Summary (Limit: 2 Pages)

1. 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
 - c. Type of firm (individual, corporation, etc.)
 - d. Brief description of your firm, including number of years in business

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- 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

Table of Contents (Limit: 1 Page)

Table of Contents is to be included in the proposal.

Proposal Content

1. Firm Information

- a. Number of years the firm has been practicing in Sacramento County.
- b. The qualifications and experience of management and key staff on similar type projects.
- c. List the individuals who would work on the proposed site survey service(s). Include the role, responsibilities, relevant qualifications, and experience, and contact information for each individual.
- d. Describe your firm's experience with cities, counties, and recreation and park districts on similar types and scale projects over the last 5 years.
- e. Design experience. Identify similar types of projects by name, location, client, scope of work, construction costs, and year project was completed. Include on
- f. Please list any potential conflicts of interest your firm may have in acting as a Consultant for the District.
- g. Statement of ability to meet the anticipated project schedule. Include experience in project scheduling and duration control.
- h. References: List a minimum of three references including project role of reference, phone number, project names, project cost, and year project was completed with emphasis on either area expertise or recreation and park district experience.
- i. Please provide any other information as you see fit that would provide a rationale for selection.

2. Professional Fees

Provide a detailed schedule of the Consultant's and Sub-consultant's hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task). Note the time period that the fee schedule would apply. Use the "Fee Schedule" template in this RFQ.

3. 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 consulting

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services. 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;
- 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.

Appendices – Add Options (Limit: None)

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

SELECTION

Evaluation Criteria

Evaluation of proposal will be based on the following criteria.

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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:

1. **Qualifications, Experience, and References (30%)**
Experience contracting with municipalities to design parks and recreational areas; experience and understanding of practices of governmental agencies; strength, stability, experience, and technical competence; assessment by client references.
2. **Personnel and Staffing (20%)**
Qualifications and experience of proposed personnel for requested services.
3. **Work Plan (30%)**
Depth of service providers understanding of District's requirements; overall quality and logic of work plan.
4. **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 qualification. 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.

CONTRACT SAMPLE

The term of the Agreement shall begin on or about April 19, 2024 and end April 18, 2025. The agreement may be extended by one additional [i.e., one-year term through Date]. 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

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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.

District Advisory Board Approval

Award is subject to acceptance by the 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.

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

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one proposal for the same work unless special conditions indicate otherwise.

Insurance Requirements

Firms are to provide a letter from their insurance company indicating their 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, evidence 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.

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.

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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 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.

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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 (3) years 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.

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

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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 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.

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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 [Term, include any options] 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 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

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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 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.

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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 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.

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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 # [], 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

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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 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 CM or District, nor have they been since January 1, 2001.

Signature

Printed Name

Title

Responder

Date

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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 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.

Printed Name (Person, Firm, or Corporation)

Signature of Consultant's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Carmichael Recreation and Park District

Fee Schedule

<u>FEE SCHEDULE</u>	
Title	\$/hour
Principal or Partner	
Project Manager	
Landscape Architect	
Architect	
Designer	
Planner	
Cad Technician	
Construction Administrator	
Horticulturist	
Administrative Staff	