

# Memo

Carmichael



RECREATION AND  
PARK DISTRICT

**To:** Advisory Board of Directors

**From:** Mike Blondino, District Administrator  
Ingrid Penney, Administrative Services Manager

**Date:** September 21, 2023

**Subject:** Contract # 23-0006, Construction Management Service for 2022 General Bond CIP Program; Approve Agreement with Cumming Management Group, Inc. in the Maximum Amount of \$1,161,601; Submit to Sacramento County Board of Supervisors for Final Approval and Delegation of Authority to the District Administrator to Execute the Agreement.

## Introduction/Discussion:

During the development of the CIP Program for the 2022 General Obligation Bond (GO Bond), CRPD Staff recommended, and the Advisory Board supported contracting with a firm to provide construction and project management services for the CIP Program. The FY2023-24 Budget for the Capital Projects Fund 337L included funding for these contract services.

On April 17, 2023, the CRPD advertised a Request for Proposal (RFQ) and received proposals/statement of qualifications from four construction management firms to provide project and construction management for the 2022 GO Bond CIP Program. The four firms that submitted proposals were Cumming Management Group, Inc., Kitchell/CEM, Inc., Innovative Construction Services, Inc., and Vanir Construction Management, Inc. In addition to the RFQ, CRPD had a follow-up request, asking for fee proposals from each firm.

## Selection Process

The proposals were reviewed by an Ad-hoc Committee of the Advisory Board (Chair Carroll and Vice Chair Ives) along with the CRPD Management Team. These representatives also participated in the interview panel. On August 4, 2023, the top two rated firms, Cumming Management Group, Inc. (Cumming) and Kitchell/CEM, Inc. (Kitchell) were invited to meet with the interview panel.

The interview panel unanimously selected Cumming as the most qualified firm and best fit for the 2022 GO Bond CIP Program. CRPD Management entered contract negotiations with Cumming.

## Contract Terms and Scope of Services

The contract term negotiated is November 1, 2023 to October 31, 2025 with two, 2-year options to extend the term. If the options are exercised by both parties, the contract term will be extended to October 31, 2027, then October 31, 2029.

The scope of services is identified in the CRPD RFQ # 23-04-01 as Attachment 1 to the Agreement included in this Report. In summary, the scope includes communication and coordination with CRPD Staff throughout the process of these services:

### Program Management –

Advising and planning project phasing, grouping/stacking, scheduling, budgeting; representing the CRPD as the main point of contact on all construction and design related issues and more.

### Programming/Design –

Coordinate design consultant activities and delivery schedules, review/analyze design documents including cost estimates, and coordinate with Sacramento County General Services Department on any project over \$1M, and more.

### Preconstruction Phase –

Create RFPs and coordinate bid phase activities needed by projects (engineers, architects, experts, consultants, advisors to meet legal requirements), develop master schedule, verify and update cost estimates, and more.

### Construction/Close-out Phase –

Manage and administer related contracts, ensure that contractors are properly licensed, bonded, insured, and in good standing, registered with the Dept of Industrial Relations and that all workers are paid the prevailing wage; conduct pre-construction conferences, site meetings, progress meetings and minutes; review and process RFI, shop drawings, samples and other submittals, review and recommend any necessary or desirable changes; verify permits, approvals, bonds, and insurance coverage documents; review and recommend contract payments, monitor budgets and schedules; maintain file set of plans and specs, addenda, change orders, etc.; coordinate punch list, delivery of manuals, training, obtain occupancy permits where required; perform project close out; and more.

## **Financial Analysis:**

Compensation for these consulting services has been negotiated on a fee for service basis totaling an estimated \$929,281, a 25% Contingency of \$232,320, for a maximum cost of \$1,161,601. The Contingency is established for possible additional services that may be identified during the performance of the work covered by the Agreement which are within the general parameters of the Agreement. It has been established to provide quick responses to unanticipated changes and unforeseen conditions. Such Contingency may only be released by authorization of the Advisory Board. The Advisory Board has the discretion to delegate its release to the District Administrator or designee. The maximum total contract amount is \$1,161,601 if all optional services are utilized, and all contingency is authorized.

**RECOMMENDATION:**

Staff recommends that the Advisory Board approve the following actions:

Approve the selection of Cummings Management Group, Inc. to provide construction and project management services for the 2022 GO Bond CIP Program.

Approve the agreement, in form and submit to the Sacramento County Board of Supervisors for final approval and delegate authority for the District Administrator to execute this Agreement, to approve extension of the contract term, to release contingency as required and approved by the Advisory Board of Directors and to do and perform everything necessary to carry out the purpose of this action.

Attachment:

Contract #23-0006

**CARMICHAEL RECREATION & PARK DISTRICT**  
**AGREEMENT FOR**  
**CONSTRUCTION AND PROJECT MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CARMICHAEL RECREATION & PARK DISTRICT, a dependent recreation and park district formed pursuant to California Public Resources Code section 5780, et seq., hereinafter referred to as "DISTRICT," and CUMMING MANAGEMENT GROUP, INC., a CA domestic stock corporation, hereinafter referred to as "CM."

**RECITALS**

WHEREAS, the DISTRICT has determined that it is necessary to retain a Construction and Project Management firm to provide Support Services for the design and construction of projects associated with the 2022 General Obligation Bonds; and

WHEREAS, DISTRICT issued and advertised a Request for Qualifications (RFQ) #2023-04-01 on April 17, 2023, with responses due by May 12, 2023. DISTRICT held interviews of qualified respondents and selected CM from among the respondents on the basis of CM's experience, qualifications, and expertise in performing the requested services and which best meets the needs of DISTRICT while also providing the best value; and

WHEREAS, CM has proposed to provide the requested services for the compensation to be provided herein; and

WHEREAS, DISTRICT AND CM desire to enter into this Agreement on the terms and conditions set forth herein;

WHEREAS, DISTRICT is a dependent Recreation & Park District of the COUNTY OF SACRAMENTO ("DISTRICT"), such that any and all rights and protections set forth in this Agreement in favor of DISTRICT extend to the COUNTY as well;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, DISTRICT and CM agree as follows:

**I. SCOPE OF SERVICES**

CM shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence as of the date first written above and shall end on October 31, 2025, with two 2-year options to extend the Agreement to October 31, 2027, and October 31, 2029.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO DISTRICT:

DISTRICT ADMINISTRATOR  
Carmichael Recreation &  
Park District  
5750 Grant Ave.  
Carmichael, CA 95608

TO CM:

CUMMING MANAGEMENT GROUP,  
INC.  
3400 Douglas Blvd., Suite 120  
Roseville, CA 95661  
Attn. John Olsson

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

CM shall keep itself fully informed of and in compliance with all Federal, State, and County laws, rules, regulations, standards, resolutions, and ordinances applicable to the performance of its services, including the County of Sacramento Standard Construction Specifications, available at the below link, as they may be amended from time to time, and shall give all notices requirement of CM by law.

<https://saccountyspecs.saccounty.gov/Pages/2016.aspx>

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING**

A. CM shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate

governmental agencies, including any certification and credentials required by DISTRICT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by DISTRICT.

- B. CM certifies to DISTRICT that all of its employees or subcontractors have all necessary licenses, permits, certificates and credentials required to perform the services assigned to or rendered by them, and that such licenses, permits, certificates, and credentials shall be maintained throughout the term of the Agreement.
- C. CM further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or County government contracts. CM certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### **VII. PERFORMANCE STANDARDS**

- A. CM shall perform its services under this Agreement in accordance with the professional standards applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode and/or project delivery method).
- B. CM's employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Any employee, or subcontractor who is determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee, or subcontractor who fails or refuses to perform the services described in Exhibit A in a manner acceptable to DISTRICT, shall be promptly removed from the Project by CM and shall not be reemployed to perform any of the services or work on the Project.

#### **VIII. OWNERSHIP AND USE OF DOCUMENTS**

All technical data, evaluations, designs, plans, specifications, reports, studies, drawings, estimates, documents, and other work products, including criteria documents, performance specifications, and all other deliverables described in Exhibit A (collectively, "Project Documents"), shall become the exclusive property of DISTRICT and shall be delivered to DISTRICT upon completion of the services required by this Agreement. CM may retain copies for its files and internal use. DISTRICT recognizes that all Project Documents are instruments of CM's services and are not designed for use other than what is intended by this Agreement.

**IX. PREVAILING WAGES**

CM shall comply with the provisions of the California Labor Code, specifically, but not limited to, Chapter 1, commencing at Section 1720 of Part 7 of Division 2 (payment of prevailing wages). The prevailing rates for per diem wages shall be those rates determined by the Director of the California Department of Industrial Relations.

**X. STATUS OF CM**

- A. It is understood and agreed that CM (including CM'S employees) is an independent contractor and that no relationship of employer- employee exists between the parties hereto. CM'S assigned personnel shall not be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to CM under the provisions of this Agreement; and as an independent contractor, CM hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer- employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CM, in the performance of its obligation hereunder, is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CM for accomplishing the results.
- C. If in the performance of this Agreement, any third persons are employed by CM, such person shall be entirely and exclusively under the direction, supervision, and control of CM. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CM, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CM nor CM's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CM shall not be covered by worker's compensation; nor shall CM be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the

DISTRICT to employees of the DISTRICT.

- E. It is further understood and agreed that CM must issue W-2 and 941 Forms for income and employment tax purposes, for all of CM's assigned personnel under the terms and conditions of this Agreement.

**XI. CM IDENTIFICATION**

CM shall provide the DISTRICT with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CM'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CM.

**XII. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CM shall comply with all applicable state, federal and local laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California State Family Code and Chapter 2.160 of the Sacramento County Code. CM shall comply with all earnings assignment orders with respect to its employees and shall provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- B. Failure to comply with state and federal reporting requirements regarding CM'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment shall constitute a default under this Agreement. Failure to cure such default within 90 days of notice by the DISTRICT shall be grounds for termination of this Agreement.

**XIII. CONFLICT OF INTEREST**

CM and CM's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

- A. CM shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.



- B. If services under this Agreement are funded with state funds granted to DISTRICT, CM shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

**XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CM agrees and assures DISTRICT that CM and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of DISTRICT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CM shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CM represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CM agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CM shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**XVI. INDEMNIFICATION**

To the fullest extent permitted by law, for work or services provided under this Agreement, CM shall indemnify, defend, and hold harmless the DISTRICT and the County of Sacramento, its Board of Directors, officers, directors, officials, employees, and authorized volunteers and agents (each 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 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 CM, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CM, its employees, CONSULTANT'S subconsultants or subcontractors at any tier, or any other party for which CM is legally liable under law.

The right to defense and indemnity under this section arises upon occurrence of an event giving rise to a claim and tendered in writing to CM. CM shall defend Indemnified Parties with counsel reasonably acceptable to the Indemnified Parties.

Notwithstanding the foregoing, the parties expressly agree that CM'S defense obligation under this indemnity obligation shall require CM to defend the Indemnified Parties until any of the following occur: (1) the judgment has become final by a Court of Competent Jurisdiction, (2) other mutually agreeable dispute resolution or settlement process establishing the proportionate percentage of fault of the parties under law. In the event that fault is apportioned between the Indemnified Parties and CM, CM'S final cost of defense shall not exceed its proportionate percentage of fault. To the extent that CM'S cost of defense exceeds its proportionate percentage of fault, the Indemnified Parties shall reimburse CM. If requested by the Indemnified Parties, CM agrees to participate, at its own expense, in the defense of a Claim to provide testimony or to produce documents or other relevant information.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CM or CM'S subconsultants or 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.

## **XVII. INSURANCE**

Without limiting CM'S indemnification, CM shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CM to notify its insurance advisor or insurance carrier(s) regarding coverage,

limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that DISTRICT shall not pay any sum to CM under this Agreement unless and until DISTRICT is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

#### **XVIII. INFORMATION TECHNOLOGY ASSURANCES**

CM shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CM in the performance of services under this Agreement, other than those owned or provided by DISTRICT, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to DISTRICT under this Agreement.

#### **XIX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by DISTRICT in accordance with express provisions in this Agreement.
- B. CM shall submit an invoice on the forms and in accordance with the procedures prescribed by DISTRICT on a monthly basis. Invoices shall be submitted to DISTRICT no later than the fifteenth (15th) day of the month following the invoice period, and DISTRICT shall pay CM within thirty (30) days after receipt of an appropriate and correct invoice.
- C. CM shall maintain for four years following termination of this Agreement and in accordance with Generally Accepted Accounting Principles, full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures. CM's and subcontractors shall make their files available for inspection and copying by DISTRICT upon reasonable notice. Such files shall be maintained for a period of at least four years following termination of this Agreement. CM shall include appropriate language in its agreements to enforce this provision.
- D. In the event CM fails to comply with any provisions of this Agreement, DISTRICT may withhold payment until such non-compliance has been corrected.

#### **XX. SUBCONTRACTS, ASSIGNMENT**

- A. CM shall obtain prior written approval from DISTRICT before

subcontracting any of the services delivered under this Agreement. CM remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CM shall be held responsible by DISTRICT for the performance of any subcontractor whether approved by DISTRICT or not.

- B. This Agreement is not assignable by CM in whole or in part, without out the prior written consent of DISTRICT.

**XXI. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon DISTRICT unless agreed in writing by DIRECTOR and counsel for DISTRICT.

**XXII. SUCCESSORS**

This Agreement shall bind the successors of DISTRICT and CM in the same manner as if they were expressly named.

**XXIII. TIME**

Time is of the essence of this Agreement.

**XXIV. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XXV. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the District Administrator of the Carmichael Recreation and Parks District, or his/her designee. Director shall administer this Agreement on behalf of the DISTRICT, and has authority to make administrative amendments to this Agreement on behalf of the DISTRICT including, but not limited to, scope of services, pricing, management practices, etc. Unless otherwise provided herein or required by applicable law, Director shall be vested with all the rights, powers, and duties of the DISTRICT, and with respect to matters herein subject to the approval, satisfaction, or discretion of the DISTRICT or Director, the decision of the Director in such matters shall be final.

**XXVI. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CM shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. DISTRICT shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

**XXVII. TERMINATION**

- A. DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by DISTRICT to CM and it is later determined that CM was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. DISTRICT may terminate this Agreement for cause immediately upon giving written notice to CM should CM materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT to CM and it is later determined that CM was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. DISTRICT may terminate or amend this Agreement immediately upon giving written notice to CM, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the DISTRICT is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in DISTRICT's yearly proposed and/or final budget

are not appropriated by DISTRICT for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by DISTRICT as a result of mid-year budget reductions.

D. If this Agreement is terminated by DISTRICT under paragraph (A) or (C) above:

1. CM shall cease rendering services pursuant to this Agreement as of the termination date.
2. CM shall deliver to DISTRICT copies of all writings prepared pursuant to this Agreement, including but not limited to all Project Documents. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostatting, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
3. CM shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CM can legally cancel.

E. If this Agreement is terminated under paragraphs (A) or (C), above, CM shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of the Compensation and Payment of Invoices Limitations provision of this Agreement.

**XXVIII. REPORTS**

- A. CM shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CM's activities as they affect the contract duties and purposes herein. DISTRICT shall explain procedures for reporting the required information.
- B. CM agrees that pursuant to Government Code section 7522.56, CM shall make best efforts to determine if any of its employees or new hires providing direct services to DISTRICT are members of the Sacramento County Employees' Retirement System (SCERS). CM further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to DISTRICT with a list of its

employees that are members of SCERS along with the total number of hours worked during the previous six (6) months. This report shall be forwarded to where Notice is sent pursuant to section 3 of this Agreement.

**XXIX. AUDITS AND RECORDS**

Upon DISTRICT's request, DISTRICT or its designee shall have the right at reasonable times and intervals to audit, at CM's premises, CM's financial and program records as DISTRICT deems necessary to determine CM's compliance with legal and contractual requirements and the correctness of claims submitted by CM. CM shall maintain such records for a period of four years following termination of the Agreement and shall make them available for copying upon DISTRICT's request at DISTRICT's expense. DISTRICT shall have the right to withhold any payment under this Agreement until CM has provided access to CM's financial and program records related to this Agreement.

**XXX. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between DISTRICT and CM regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and CM regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

**XXXI. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**XXXII. FORCE MAJEURE**

Neither CM nor DISTRICT shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**XXXIII. SURVIVAL OF TERMS**

All services performed and deliverables provided pursuant to this

Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

**XXXIV. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**XXXV. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

**XXXVI. ADDITIONAL PROVISIONS**

The additional provisions contained in Exhibits A, B, and C attached hereto are part of this Agreement and are incorporated herein by reference.

**(SIGNATURE PAGE FOLLOWS)**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**CARMICHAEL RECREATION  
& PARK DISTRICT,**  
a dependent park district of the  
County of Sacramento

**CUMMING MANAGEMENT GROUP, INC.**  
a California domestic stock corporation

By: \_\_\_\_\_  
Mike Blondino  
District Administrator

By: \_\_\_\_\_  
John Olsson, CCM, LEED, AP  
Vice President

"DISTRICT"

"CM"

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement approved by  
Board of Supervisors:

Agenda Date: \_\_\_\_\_

Item Number: \_\_\_\_\_

*THIS AGREEMENT FORMAT HAS BEEN APPROVED BY COUNTY COUNSEL*

Prepared by: \_\_\_\_\_  
Ingrid Penney, Administrative Services Manager

**EXHIBIT A to AGREEMENT**  
**between the CARMICHAEL RECREATION & PARK DISTRICT,**  
**hereinafter referred to as "DISTRICT," and**  
**CUMMING MANAGEMENT GROUP, INC.,**  
**hereinafter referred to as "CM"**

**SCOPE OF SERVICES**

**1. REQUEST FOR QUALIFICATIONS AND CONSULTANT'S PROPOSAL**

- A. The scope of Services to be provided by this Agreement are those services identified in the DISTRICT's Request for Qualifications (RFQ) dated April 13, 2023, CM's Statement of Qualifications (SOQ) dated May 12, 2023, and the CM's Fee Schedule and Services Proposal dated September 12, 2023. Both the RFQ and the SOQ/Proposal are hereby incorporated into this Agreement as Attachments 1 and 2, respectively, and made a part of this Agreement. In the event of any inconsistencies or ambiguities, the Proposal shall govern over the RFQ, and this Agreement shall govern over all. CM agrees to perform all services statement in this Agreement for the compensation described herein.
- B. The DISTRICT's Director or designee may negotiate with CM and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modification are with the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of DISTRICT.

**2. SCHEDULE**

CM shall provide the services in accordance with the schedule developed by DISTRICT, the CM, and the design and/or build team(s) used for the projects, as applicable. CM shall meet and generally adhere to all schedules and deadlines set forth in the Proposal, which may be amended from time to time by mutual agreement of the parties.

**3. RESPONSIBILITIES OF DISTRICT AND CM FOR SCOPE**

- A. CM acknowledges that DISTRICT intends to award contracts to contractor(s) pursuant to a competitive selection process.
- B. DISTRICT, or its authorized representative, may review all documents submitted by CM and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CM and project schedules. DISTRICT shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously

- C. as is reasonably necessary under the circumstances at the time for the orderly progress of the CM's services and the projects.
- D. CM shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the DISTRICT shall not be deemed to constitute acceptance or waiver by the DISTRICT or any error or omission as to such work. CM shall coordinate the activities of any of its subcontractors and is responsible to ensure that all plans, drawings, and specifications are coordinated and interfaced with the other applicable plans, drawing, and specifications to produce a unified, workable, and acceptable whole functional product.

**4. AUTHORITY OF CM PERFORMING SCOPE OF WORK**

CM is retained to provide and perform the scope of serviced covered by this Agreement. CM, including CM's assigned personnel and any of its subcontractors, shall have no authority to represent DISTRICT or DISTRICT staff at any meeting of public or private agencies unless an appropriate DISTRICT official provides prior written authorization for such representation. CM shall possess no authority or right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligations whatsoever. DISTRICT is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

**5. PROJECT PERSONNEL**

In the performance of the services hereunder, CM shall provide the personnel as set forth in the SOQ. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by DIRECTOR or his authorized representative before any such change may be made. Key contacts for these projects shall be as follows:

DISTRICT: NAME: James Perry  
PHONE: (916) 416-3765  
E-MAIL: [jperry@carmichaelpark.com](mailto:jperry@carmichaelpark.com)

CM: NAME: Jorge Rojas  
PHONE: (775) 622-5591  
E-MAIL: [Jorge.Rojas@cumming-group.com](mailto:Jorge.Rojas@cumming-group.com)

**EXHIBIT B to AGREEMENT**  
**between the CARMICHAEL RECREATION & PARK DISTRICT,**  
**hereinafter referred to as "DISTRICT," and**  
**CUMMING MANAGEMENT GROUP, INC.,**  
**hereinafter referred to as "CM"**

**INSURANCE REQUIREMENTS FOR CM**

Without limiting CM's indemnification, CM 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 CM, 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 County Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CM 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.

**I. VERIFICATION OF COVERAGE**

CM shall furnish the DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County 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 CM provide certified copies of any policy of insurance offered in compliance with these specifications.

**II. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

A. 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.

B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial

Automobile Liability coverage form CA 000.

1. 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.

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

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

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

E. 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.

### **III. MINIMUM LIMITS OF INSURANCE**

CM shall maintain limits no less than:

A. 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

Building Trades CMs and CMs engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

B. 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.

C. WORKERS' COMPENSATION: Statutory.

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

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

#### **IV. 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.

#### **V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

If professional liability coverage is written on a Claims Made form:

A. The "Retro Date" must be shown and must be on or before the date of the Agreement or the beginning of Agreement performance by CM.

B. Insurance must be maintained, and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

C. 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 CM must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

#### **VI. OTHER INSURANCE PROVISIONS**

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

A. All Policies:

1. 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 County 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.

2. MAINTENANCE OF INSURANCE COVERAGE: The CM shall maintain all insurance coverages in place at all times and provide the DISTRICT with evidence of each policy's renewal ten (10) days after its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' written notice for cancellation or thirty (30) days' written notice for non-renewal has been given to the DISTRICT. For non-payment of premium 10 days' prior written notice of cancellation is required.

## **VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

- A. ADDITIONAL INSURED STATUS: The DISTRICT and the County of Sacramento, their governing boards, officers, directors, officials, employees, and authorized volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CM; products and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.
- B. PRIMARY INSURANCE: For any claims related to this Agreement, the CM'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 CM's insurance and shall not contribute with it.
- C. SEVERABILITY OF INTEREST: The CM'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.
- D. SUBCONTRACTORS: CM shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CMs subcontractor.

## **VIII. 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, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CM.

**IX. NOTIFICATION OF CLAIM**

If any claim for damages is filed with CM or if any lawsuit is instituted against CM, that arise out of or are in any way connected with CM's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect DISTRICT, CM 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.



**EXHIBIT C to AGREEMENT**  
**between the CARMICHAEL RECREATION & PARK DISTRICT**  
**hereinafter referred to as "DISTRICT,"**  
**and CUMMING MANAGEMENT GROUP, INC.,**  
**hereinafter referred to as "CM"**

**BUDGET REQUIREMENTS**

**1. MAXIMUM PAYMENT TO CM**

The Maximum Total Payment Amount under this Agreement is:

**\$1,161,601** comprised of several compensation comments as outlined in the Fee Schedule Proposal (Attachment 2) and includes a 25% Contingency.

A. CM Fee Proposal: \$929,281

B. Contingency: An additional contingency in the amount of \$232,320 is hereby established for possible additional services that may be identified during the performance of the work covered by this Agreement and which are within the general work parameters of this Agreement. Such contingency may only be released upon the Advisory Board of Directors' approval. The Advisory Board of Directors has the discretion to delegate this authority to the Director or designee.

C. Total compensation, including fees, expenses, and profit for services rendered by CM shall not exceed the Maximum Total Payment Amount under this Agreement listed above.

**2. ITEMIZED TASKS AND SUBTASKS.**

If CM's Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual task or activities shall not exceed the identified estimate or other limiting factors without the written approval of the DISTRICT'S Project Manager. CM shall promptly notify DISTRICT'S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. DISTRICT'S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

**3. WORK NOT IN SCOPE OF SERVICES**

CM shall immediately notify the DISTRICT'S Project Manager in writing of any work that the DISTRICT requests to be performed that CM believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work

shall not be performed unless and until the Advisory Board of Directors approves and delegates authority to the DIRECTOR to confirm approval for such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CM's compensation is approved and executed by both parties.

**4. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION**

CM shall notify DISTRICT's Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.

**5. SUBMISSION OF INVOICES**

CM shall address and submit all invoices associated with this Agreement by US Mail, personal delivery, or email to the following address:  
Carmichael Recreation and Park District  
Attn: James Perry, Park Services Manager (Project Manager)  
5750 Grant Avenue  
Carmichael, CA 95608

[jperry@carmichaelpark.com](mailto:jperry@carmichaelpark.com)

cc: [ingrid@carmichaelpark.com](mailto:ingrid@carmichaelpark.com); [tcampbell@carmichaelpark.com](mailto:tcampbell@carmichaelpark.com)

CM shall include the following information on all invoices:

1. Contract Number **23-0006**
2. Project Name: **Construction Management Services for CRPD November 2022 General Obligation Bonds CIP Program**
3. Date of Invoice Submission
4. Time Period Invoice Covers
5. Services Provided and Respective Compensation Requested
6. Any other information deemed necessary by CM and/or DISTRICT

DISTRICT may change the address to which subsequent invoices shall be sent by giving written notice designating a change of address to CM, which shall be effective upon receipt.

**7. PAYMENTS**

In accordance with Section 20 this Agreement, DISTRICT shall address and submit payments to CM at the following address:

Cumming Management Group, Inc.  
3400 Douglas Blvd., Suite 120  
Roseville, CA 95661

CM may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to DISTRICT, which shall be effective upon receipt.



**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

## Carmichael Recreation and Park District

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.



## Carmichael Recreation and Park District

### 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).

Timetable (some dates subject to change)	Dates
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

## Carmichael Recreation and Park District

- 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;

## Carmichael Recreation and Park District

- 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:

## **Carmichael Recreation and Park District**

### 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.

## Carmichael Recreation and Park District

### **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.

## Carmichael Recreation and Park District

### **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.

## Carmichael Recreation and Park District

### **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

## Carmichael Recreation and Park District

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.



## Carmichael Recreation and Park District

### **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

## Carmichael Recreation and Park District

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

## **Carmichael Recreation and Park District**

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

## Carmichael Recreation and Park District

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

## **Carmichael Recreation and Park District**

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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Responder

\_\_\_\_\_  
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.

\_\_\_\_\_  
Printed Name (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Consultant’s Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
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

#### LA SIERRA

#### Roofs-Phase I

300 Wings

400 Wing (East)

600 Wing (West)

#### HVAC-Phase I

TBD

### Fall 2023

#### CARMICHAEL PARK

Vets Hall's TT Playground replacement w/concrete repair

TT Playground-Rubberized Surface

#### Paving Project-Phase I

Location in Park TBD

#### LA SIERRA

#### Roofs-Phase II

John Smith Hall, Theater, Rec Office, Kitchen

500 Wing

Sierra Rooms & Boiler Roof (west)

### Spring 2024

#### DEL CAMPO PARK

Soccer Field Turf Repair

#### CARMICHAEL PARK

Paving Project-Phase II

Location in Park TBD

#### GLANCY OAKS PARK

Demo & Grading

Park Entry-ADA

Playground Replacement

Rubberized Surface

ADA work from 2016 report

#### LA SIERRA

#### Roofs-Phase II

700 Wing

Arts and Maintenance Building

Minor Repairs (600E, 400W & Bldg 170)

#### HVAC-Phase II

TBD

## Capital Project Fund FY 2024-25

### Summer 2024

#### LA SIERRA

#### Roofs-Phase IV

200 Wing

Canopy Areas

#### HVAC-Phase III

TBD

#### DEL CAMPO PARK

Creek Bridge

#### CARDINAL OAKS PARK

Demo & Grading

Playground Replacement (10K sq ft)

Rubberized Surface

ADA work from 2016 report (includes pathway repair)

Pedestrian Lighting

### Fall 2024

#### LA SIERRA

#### HVAC-Phase IV

TBD

#### CARMICHAEL PARK

New restroom by Tennis Courts

### Spring 2025

#### LA SIERRA

Natural Turf Soccer Field and Irrigation

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





# Carmichael Recreation and Park District

Construction and Project Management Services  
RFQ #2023-04-01

May 12, 2023

[cumming-group.com](http://cumming-group.com)



May 12, 2023

Carmichael Recreation and Park District  
Attention: Ingrid Penney, Administrative Services Manager  
Electronic Submission

**Re: Request for Proposals for Construction and Project Management Services**

Dear Members of the Selection Committee,

On behalf of Cumming Management Group, Inc. (Cumming), I am honored to present our qualifications to the Carmichael Recreation and Park District (District) for your upcoming projects. Our team is well-equipped to provide construction and project management services for playgrounds, sports fields, covered walkways, canopy areas at La Sierra Community Center, as well as new restrooms and small pedestrian bridges.

**With more than 2,500 publicly funded projects completed across California and a portfolio of over \$20 billion in services, Cumming is a leading provider of construction and project management services.** We are proud to offer a seasoned project team, decades of local experience in California, and a collaborative project approach that ensures expert services tailored to your unique needs. We have helped clients manage projects ranging from small renovations to multi-million-dollar programs from conception to closeout. We have provided these services for numerous public agencies across the state and around the country, including Lake Tahoe Community College, Tahoe Truckee Unified School District, the City of Cupertino, City of Mountain View, City of Palo Alto, County of San Mateo, and City of Scotts Valley. With this breadth of experience, we are well-versed in responding quickly to owners' needs and efficiently allocating our best available resources to successfully deliver and facilitate construction and project management services on time and within budget.

**Our project team has extensive experience, deep knowledge, and excellent references from completing hundreds of projects in California, including recreational renovation projects.** We have seasoned veterans in all aspects of construction management, including project scheduling, estimating, budgeting, project delivery, and more. Our project leadership team is among the strongest in the industry, led by **Project Director Jorge Rojas**, and supported by **Project Manager Sarah Ho**. They bring vast experience working with California municipalities, ensuring a smooth and efficient project delivery.

**With our extensive experience with parks and recreation districts, we understand the the essential role they play in the communities they serve.** We know that robust parks and recreation programs provide economic value, health and environmental benefits, and social benefits to communities. These programs bring in business and tourism, provide gathering spaces, encourage the health and well-being of community members, and contribute to quality of life in a tangible way. With all this in mind, we welcome the opportunity to contribute meaningfully to your community by working to improve your local parks and recreation facilities.

Our team is committed to fulfilling the District's construction and project management needs with our best team members, individuals who are experts in their proposed roles and supported by a talented team of in-house professionals with individual and collective experience working with California municipal clients over the last decade. Thank you for considering Cumming for this opportunity. We look forward to working with the Carmichael Recreation and Park District and delivering this contract successfully.

Sincerely,



**Jorge Rojas, CCM, PMP - Senior Director** | Cumming Management Group, Inc., 3400 Douglas Blvd., Ste. 120, Roseville, CA 95661 | Phone: 775-622-5591 | Email: [jorge.rojas@cumming-group.com](mailto:jorge.rojas@cumming-group.com)



# Executive Summary

*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.*

**Legal Company Name & Address:** Cumming Management Group, Inc.  
3400 Douglas Blvd., Suite 120, Roseville, CA 95661 | Phone 916-660-9030

**State whether the firm is local, national, or international:** International

**Type of Firm:** Corporation

**Brief description of your firm, including number of years in business:**

Established in 1996, Cumming is an industry leader in providing project and construction management, cost estimating, scheduling, quality control, and other related services. Founded to provide project owners with reliable, expert consultants who represented their best interests, we have grown to become one of the most respected consulting firms in the United States. Our approach to each project is simple: we utilize local talent who understand the nuances and requirements specific to the location, and we support them with the full expertise and resources of our international in-house team.

Cumming, a privately held corporation, is one of the nation's fastest-growing providers of project and construction management services. By offering our clients excellent service and successful outcomes, we have experienced consistent growth throughout our history. Now, in our 27th year in business, Cumming has 1,800+ employees in 53 offices worldwide.

Since day one, Cumming has specialized in California public/civic projects. As a result of this focus, and because of our exceptional management expertise, we have amassed a portfolio of experience stronger than any competitor in our industry. This experience includes projects for public agencies throughout California and places Cumming amongst the top firms in the public sector. In fact, we are recognized and ranked as one of the top project/construction management firms in the region and the nation, all while maintaining our independence and individualized level of service.

**Date firm established:** 4/7/1996

**California Business License Number:** 956988

**Tax ID No:** 20-8782096

**Address, telephone, e-mail address, and fax number of the person and office that will be primarily responsible for providing services for the proposal:**

John Olsson, CCM, LEED AP, Vice President

**Address:** 1111 Broadway Suite 300, Oakland, CA 94607

**Office:** 408-769-6942 | **Mobile:** 408-540-4708

**Email:** jolsson@cumming-group.com | **Fax:** N/A

**Signature of Authorized Officer:**

## 26 Years

In Construction  
Management

## 10,000+

Public Sector Projects  
Completed in California

## \$20B+

Similar Municipal Projects

## 100%

Owner's Advocate

## 17<sup>th</sup>

Engineering News  
Record: Top 100  
Construction

Management-for-Fee Firms

## 7<sup>th</sup>

Building Design  
+ Construction:  
Nation's Top 75

Construction Managers

## Team Qualifications

**Extensive Public Sector Experience** – Cumming has decades of experience from completing hundreds of renovation and new construction public projects nationwide. Our large public-focused team includes construction and project managers, cost managers and quantity surveyors, as well as specialists in program and project controls, scheduling, energy services, and dispute resolution and avoidance. Cumming has provided program and construction management services for public sector clients throughout California with whom we share a vision for deep community engagement.

**Cumming’s construction managers proactively lead, challenge, motivate, and direct teams to generate superb results that save money and time, mitigate risk, and achieve our clients’ delivery goals.**

**Local Expertise** – We have a strong local presence with five local offices. Your project would be managed from our Roseville office. We are knowledgeable of the particulars of construction in the region, and bring extensive experience working with and/or receiving approvals from regulations and requirements of local, State, and Federal agencies, and all applicable utilities.

**A Seasoned Project Team with Excellent References** – We have assembled a team with a proven track record of delivering similar projects with a large public following. Team member experience includes work for a variety of public sector clients, including Lake Tahoe Community College, Dublin Unified School District, Western Placer Unified School District, Sacramento City Unified School District and more. See similar projects detailed in our proposal.

**A Demonstrated Project Process** – Our key goals are to deliver your project on budget, within schedule, and to the highest level of quality. Cumming’s core philosophy is “Manage each project like we own it.” Our team proactively leads, challenges, motivates, and directs team members to generate superb results that save money and time, mitigate risk, and achieve our clients’ delivery goals.

## Full Service Project and Construction Management

- Entitlements
- Program/Project Scoping
- Master Schedule Development
- Master Budget Development
- Design Criteria Development
- Consultant Procurement
- Design Management
- Delivery Process Selection
- Program/Project Controls
- Constructability Reviews
- Bid Facilitation
- Sustainability Consulting
- Cash Flow Reporting
- Cost Management
- Quality Control/Quality Assurance
- Value Engineering
- FF&E Coordination
- Punchlist Facilitation
- Commissioning
- Program/Design Review
- Contract Administration
- Feasibility Studies
- Pay Application Processing
- Change Order Management
- Earned Value Reporting
- Document Control
- Schedule Management
- Environmental Compliance
- Building Assessments
- Cash Flow Analysis
- Risk Analysis & Management
- Community Outreach
- Labor Compliance
- PLA Administration
- Closeout Reporting
- Document Archiving
- Financial Closeout
- Energy Services



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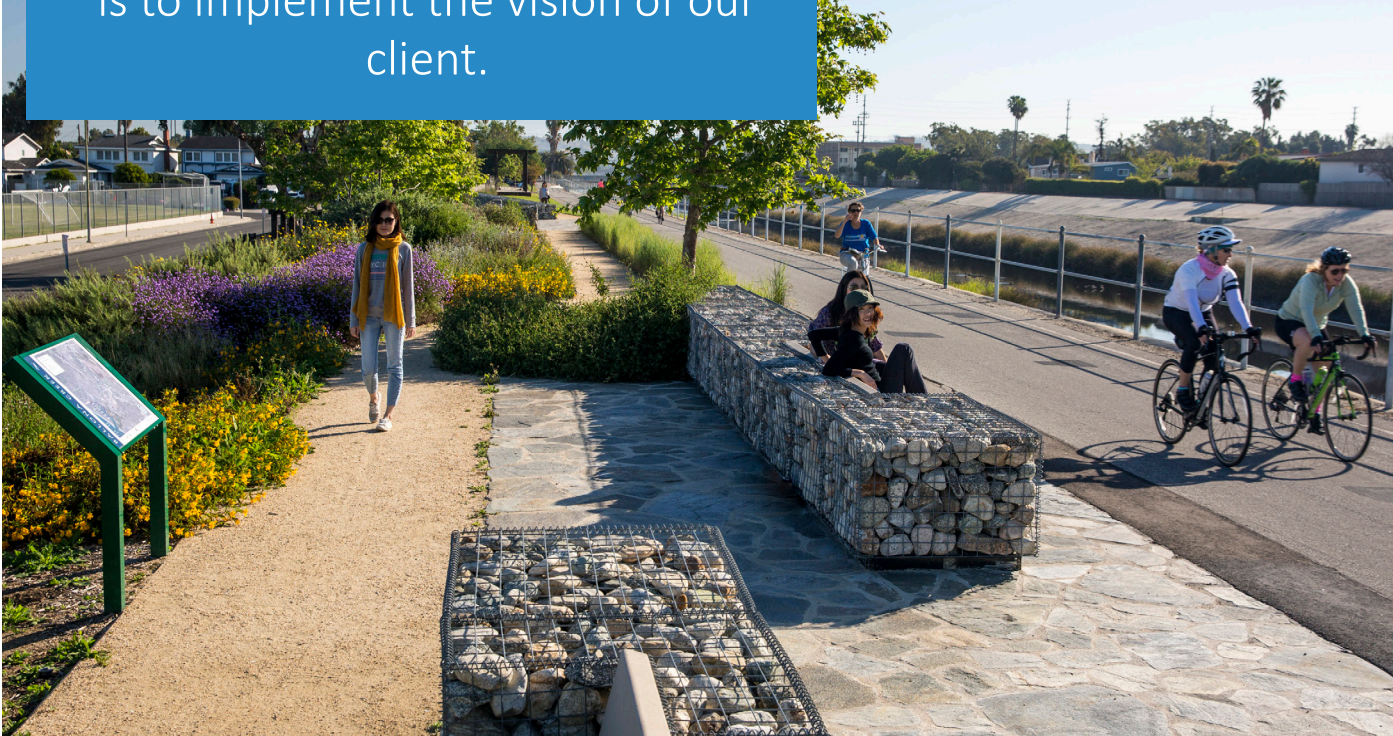
Section 3 Proposal Content

    A. Firm Information.....04

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We strongly believe that our role is to implement the vision of our client.



# Proposal Content

*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.*

### An Experienced Project Team

Our proposed team members are all local and bring extensive similar project experience. Working closely with your staff, our team is prepared to address the full range of construction and project management services required to meet the District’s needs. Each team member brings comprehensive project experience, including cost estimating, scheduling, project controls, and constructability reviews.

We view this project to be a truly collaborative effort where all team members complement one another based upon their specific skill sets, individual professional backgrounds, and deep understanding of the key decisions that must be made immediately. Our team will

lead by providing a flexible, efficient, effective approach while also representing the District and delivering on what the project needs to be delivered successfully. Should your project require it, Cumming can pull from over 1,800 internal resources for additional support.

### Team Member Roles and Responsibilities

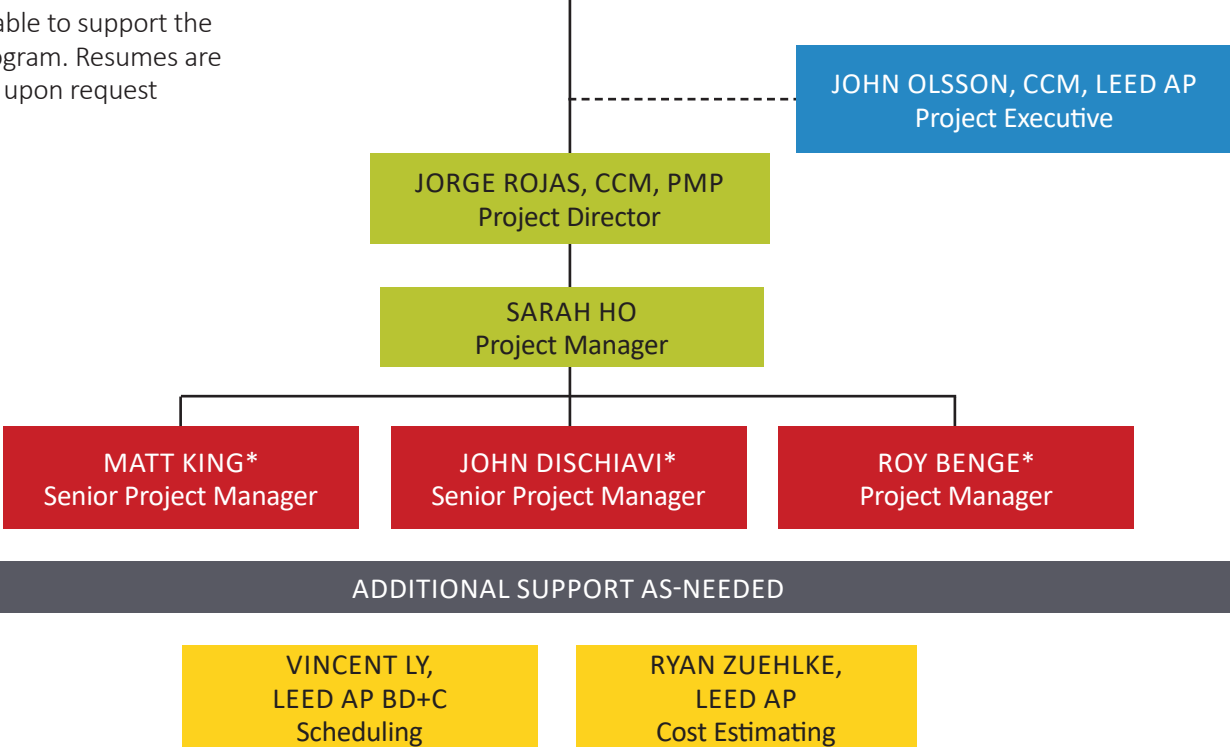
Cumming understands that each program is unique with consideration to its size, location, community, and owner needs and commitments. Cumming team members are program, project, and construction management experts who provide planning, management, controls, processes and procedures to assist clients in the successful implementation of their programs.

**Jorge Rojas, CCM, PMP - Project Director:** Phone: 775-622-5591, Email: jorge.rojas@cumming-group.com

**Sarah Ho - Project Manager:** Phone: 916-878-0027, Email: sarah.ho@cumming-group.com

**John Olsson, CCM, LEED AP - Project Executive:** Phone: 408-769-6942, Email: jolsson@cumming-group.com

\*Additional project management team members are available to support the bond program. Resumes are available upon request







## Jorge Rojas

CCM, PMP

Project Director

Jorge is a dedicated project and construction management professional with over 20 years of operations and program management experience. Focused on owner representation, Jorge has vast expertise in the successful planning and execution of large-scale programs and projects throughout California in the public works sector. As managing director, Jorge will assist in guiding the project team in setting goals for the program based on strategic objectives. He will bring leadership to the program, fostering collaboration and setting clear expectations to achieve our mission.

During Jorge's career, he has worked in the planning and construction of Facilities serving the needs of diverse communities. He has an extensive background in budget administration, community outreach, facilities management, public policy, project management, and programming for Community-based organizations and agencies.

### EDUCATION

- School Facilities Leadership Academy, Coalition of Adequate School Housing (CASH)

### CERTIFICATIONS

- Certified Construction Manager (CCM), Construction Management Association of America
- Project Management Professional (PMP), Project Management Institute

### RELEVANT EXPERIENCE

- Lake Tahoe Community College - Bond Program and Capital Improvement Projects, Lake Tahoe, CA
- Dublin Unified School District- Bond Program, Dublin, CA
- Tahoe Truckee Unified School District- Facilities Upgrades, Truckee, CA
- UC Davis Health – Facilities Planning Embed Team, Sacramento, CA



## Sarah Ho

Project Manager

Sarah is a hardworking Project Manager offering more than 18 years of leadership experience working with collaborative teams on Public Works projects. She brings an exceptional ability to work collaboratively and create a fun environment. She is successful at building and maintaining open communication between team members, clients, and leadership. Sarah remains quality-driven and proactive with advanced understanding of contract management, cost management, design & drawing management, contractor oversight and construction administration.

The projects listed below are a few examples of Sarah's experience. During her career, she has designed and managed the construction of community projects, including sports playfields, accessibility upgrades, restroom facilities, bleacher projects, parking lots, multi-purpose rooms, and the modernization and new construction of educational facilities.

### EDUCATION

- Bachelor of Science, Architecture, University of Michigan, Ann Arbor, MI

### SOFTWARE

- Microsoft Project Planning
- Deltek Planning and AP Approval
- Microsoft Suite (Word, Excel, Powerpoint)
- Adobe Suite (Photoshop, Illustrator, InDesign)
- Bluebeam Revu (Extreme)
- Newforma
- Revit (+BIM 360)
- AutoCAD
- Procore & Project Sight

### RELEVANT EXPERIENCE

- Sonoma County Office of Education
  - Library and Lounge Remodel
  - El Colegio Preschool
  - Lighting Upgrade Projects (North and South)
  - Legal Services Building Remodel
- Center Joint Unified School District
  - Rex Fortune ES – New K-6 600 student elementary school
  - Oak Hill ES Modernization
  - North Country ES Modernization
  - Oak Hill Kindergarten Addition
- Washington USD- Westfield Village K-8 – STEM Classroom Modernization

***b. Describe your firm’s experience with Construction and Project Management in California over the last 5 years.***

Our large public-focused team includes project managers who bring years of experience with California municipalities. We have the unique ability to offer not only comprehensive program, project, and construction management, but also à la carte services at any stage of project development including cost and scheduling. We are well-versed in responding quickly to owners’ needs and allocating our best available resources to deliver exceptional work.

Working closely with your staff, our team is prepared to address the full range of construction management services required to meet the District’s needs. Each team member brings comprehensive project and construction management experience, including cost estimating, scheduling, project controls, and constructability reviews. With several team members located in and around the District, our team brings a valuable local presence and familiarity with the area.

Cumming has decades of experience from completing hundreds of new and renovation projects for public clients nationwide, including:

- City of Cupertino
- City of Los Altos
- City of Menlo Park
- City of Mountain View
- City of Palo Alto
- City of Santa Cruz
- City of Union City
- County of Marin
- County of San Mateo
- City of Scotts Valley
- DGS West Sacramento
- Lake Tahoe Community College
- North Coast Central Water District
- Pajaro Valley Unified School District
- San Jose State University
- San Rafael City Schools
- Tahoe Truckee Unified School District
- University of California- Berkeley
- University of California- San Francisco
- University of California- Santa Cruz
- University of California- Davis, Sacramento Campus



***c. Please list any potential conflicts of interest your firm may have in acting as Construction and Project Management for the District.***

None

# Additional Relevant Experience

Client/Project Within Last Five Years	City
City of Scott's Valley On-Call Capital Projects	Scott's Valley
City of Santa Cruz, On-Call Projects	Santa Cruz
Central Fire District Fleet Services Yard and Office Renovation	Capitola
City of Santa Cruz, Wayfinding Project	Santa Cruz
University of California, Santa Cruz, Multiple Projects	Santa Cruz
City of Pomona, Downtown Parking Structure	Pomona
San Jose State University, Multiple Projects	San Jose
Moraga Park Development	Merced
San Francisco Parks, New Visitation and Leland Parks	San Francisco
San Pablo Park Restrooms Renovation	Berkeley
Woodward Community Park	Manteca
Pajaro Valley Unified School District, Pajaro High School Sports Fields	Watsonville
City of Long Beach, Capital Improvement Projects	Long Beach
County of San Bernardino, IDIQ Program	San Bernardino
City of Claremont, Alexander Hughes Community Center Renovation	Claremont
City of Cupertino – City Hall Annex	Cupertino
City of Glendale, Space 134 Freeway Cap Park	Glendale
City of Long Beach, Belmont Plaza Pool Facility Rebuild/Renovation	Long Beach
City of Los Angeles, Convention Center	Los Angeles
City of San Clemente, Ole Hanson Beach Club Historic Renovation	San Clemente
City of San Diego, On-Call Construction Management	San Diego
City of Santa Monica, Construction Management On-Call Services	Santa Monica
County of Los Angeles Department of Public Social Services, Strategic Master Plan	Los Angeles
County of Los Angeles, Music Center Renovation Projects	Los Angeles
County of Los Angeles, Pool Replacement Project	Reseda
County of Los Angeles, San Fernando Valley Family Support Center Scoping Documents	Van Nuys
Edward J. Schwartz Federal Building	San Diego
Orange County Public Works, On-Call Contract	Orange County
Palo Alto City Safety Building	Palo Alto
Los Altos Community Center	Los Altos



# References

*d. Please provide a minimum of three references with emphasis on either area expertise or recreation and park district experience.*

## **Tahoe Truckee Unified School District**

Rob Koster- Director of Facilities, Maintenance, and Operations

530-582-2542 ext. 20551

rkoster@ttusd.org

**Project:** Tahoe Lake Elementary School

**Completion date:** 2021

## **Lake Tahoe Community College District**

Russi Egan- Vice President of Administrative Services

530-541-4660

egan@ltcc.edu

**Project:** Lake Tahoe Community College Student Housing

**Completion date:** 2021

## **Dublin Unified School District**

Thomas Moore, Assistant Superintendent of Facilities

925-828-2551 ext. 8175

moorethomas@dublinusd.org

**Project:** Measure H Bond Program

**Completion date:** Ongoing

## **City of Mountain View**

David Printy, Senior Project Manager, Capital Projects

650-903-6162

david.printy@mountainview.gov

**Project:** Rengstorff Community Center

**Completion date:** 2019

## **California Department of General Services**

Ryan Beck

916-682-8192

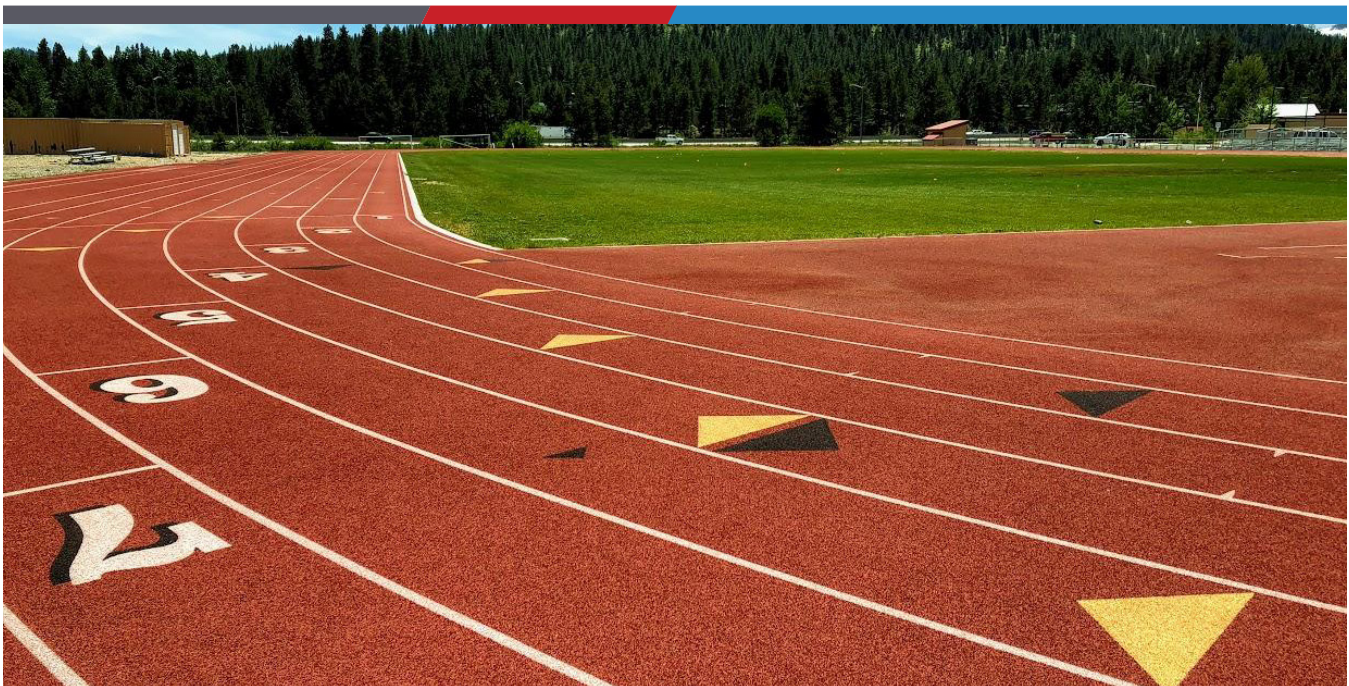
Ryan.Beck@dgs.ca.gov

**Project:** DGS Delano DMV Facility

**Completion date:** 2023

*e. Please provide any other information as you see fit that would provide for rationale for selection.*

We have provided a proposed project implementation plan in the appendix.





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# Legal

Cumming Management Group, Inc. has never failed to complete a contract, defaulted on a contract, or been denied a contract due to non-responsibility to perform. Cumming has been involved in the following claims over the past five years. This list of claims and litigation exclude those disputes proceedings commenced by Cumming to collect professional fees. All of these claims have been settled with a resolution date with the exception of those listed below as pending.

## Settled Matters

### **Lexington School District 5, South Carolina, September 2016**

School District had issues with appearance of metal siding and other issues related to construction services performed by general contractor. **Resolution Date:** May 2018. **Present Status:** Matter settled.

### **West Tech Mechanical, Glendale, CA, November 2016**

Mallcraft, the GC had missed several contractual completion dates as well as adjusted project completion dates to accommodate their non-performance. These delays were attributed to several of their subcontractor's lack of manpower and performance and project defects. Specifically, the HVAC or mechanical subcontractor was not fulfilling their contractual obligations which in the Colleges eyes left them no choice but to default Mallcraft after numerous notices and chances to correct the situation. The District consulted with their legal counsel and opted to default them on several grounds. The plaintiff (the HVAC sub) had the most corrective items issued by the State of California and a replacement firm was brought in by both the GC bonding company and the HVAC bonding company. Subsequent to this take over the new GC and Mechanical subcontractor at their own discretion discovered numerous additional substandard construction conditions and elected on their own to take corrective action to align the work in a code and contract compliant manner. Plaintiff claimed they had unpaid monies due to them which is a result of the GC holding monies to cover the multiple State deficiencies and corrective action requirements. **Resolution Date:** October 2019. **Present Status:** Matter settled.

### **China Construction / Charleston, SC, March 2018**

This was a result of a subcontractor for China (Judy's Electric) going under mid-way through construction of St Andrews ES in late 2014 (school opened July 2015; six months late) in which China had not required Judy's to have a bond. The District had to supplement the electrical contractor in order to get the project completed so they

had several back charges to China. China requested unpaid retainage and damages. **Resolution Date:** October 2019. **Present Status:** Matter settled.

### **David E. Trafecanty / Superior Court, Los Angeles County, February 2020**

The suit is for injuries allegedly suffered by an employee of the general contractor, Access Pacific, Inc., on or about 11/15/18 as a result of allegedly inadequate shoring for a trench excavation. Cumming served in the role of Project Manager. As PM, Cumming was not responsible for safety conditions at the site which were the responsibility of the contractor. **Resolution Date:** February 2022. **Present Status:** Settled- Superior Court, Los Angeles County

### **Rosser Architects / Superior Court, Santa Barbara County, December 2019**

An architect, Rosser International, which has been sued by a municipal owner for alleged design issues has implead all of its consultants engaged on the project even though Cumming was not involved with the design and there has been no pleading of any specific wrongdoing by Cumming. **Resolution Date:** April 2023. **Present Status:** Settled- Superior Court, Santa Barbara County.

## Pending Matters

### **Abel Martin Vallejos / New York Supreme Court, Bronx, July 2021**

Bodily Injury lawsuit from a subcontractors' employee. The claimant sued the general contractor, owner, and Cumming as the Owner's representative. As PM, Cumming was not responsible for safety conditions at the site which were the responsibility of the general contractor. **Resolution Date:** Pending.

### **Dorota Orkofsky / Court of Common Pleas, South Carolina, October 2021**

Wrongful death lawsuit, arising out of death on allegedly unsafe crosswalk. The claimant sued the architect, school district client, and Cumming as the School District's Project Manager. As PM, Cumming was not responsible for designing the crosswalk in question. **Date:** January 2023. **Present Status:** Settled.

### **Christine Charneco / Supreme Court, New York, February 2022**

Wrongful termination lawsuit. **Resolution Date:** Pending.

Our internal contact person for all litigation-related information is our Vice President, Legal and Contracts, Dan Haynes. His phone number is 203-635-9526.

# Appendix

# Project Implementation Plan

## Scope of Work

### Preconstruction Initial Development

- Detailed review of planned project scope of work, including design intent, programming, end users, conceptual budgets, existing contracts, contracts under negotiation, preliminary design and construction schedules, and site-related issues.
- Review of project goals, requirements, and milestones.
- Identify the District's project stakeholders and their roles. Verify they are fully involved at all stages, as needed.
- Review of design bridging documents and status of selection of design build entity (if needed).
- Review of funding sources and documentation/reporting requirements.
- Review of existing property condition assessments and advice on any major risks or further consideration recommended.
- Review of any existing exhibit development, CEQA compliance, construction schedules and/or completion goals to date.
- Preliminary cost estimate to assist in budgeting/financial considerations.
- Cash flow projections based on funding sources, cost estimate and preliminary schedule.

### Preconstruction Procurement Approach

- Identify Interested contractors and consultants. Outreach and identify contractors, consultants, and suppliers interested in bidding and performing the work. Review project details and/or plans and promote their interest in the project.
- Identify time and cost saving measures, including but not limited to site considerations, material and labor supply chain/ availability issues, lead times, equipment availability, utility cost projections and possible environment- related design and construction impacts.
- Assist in defining which, if any, project items might best be procured early (e.g., electrical, and mechanical systems) (If needed).
- Establish Bid Packages. Divide the projects into bid packages which best provide for a competitive, well-defined, and understandable division of work assignment to obtain the best possible prices for the Owner.
- Compliance of RFP/Q documents with public contracting codes
- Development and management of project team selection process including Request for Qualifications/Proposal (RFQ/P), evaluation criteria and scoring, proposal review, administration of interviews and selection.
- Receive and evaluate bids. Assist the District in receipt and evaluation of bids. Make recommendations on award of contracts.
- Assistance with development of agreements for the preconstruction and construction phases.
- Obtain certificates of insurance from Contractors and subcontractors with Owner named as additional insured.
- Prepare final project cost projections/summary based on bids received.
- Assistance with Leadership presentations or approval documents, as required.
- Conduct Pre-construction Conference. Following award of contracts, organize and direct a pre-construction meeting with the contractors, consultants, and the Owner. Review project organization, lines of authority and project procedures.
- Develop controls processes to maintain the District's interests appropriate to project delivery method.

### Preconstruction Design Management

- Develop an overall project schedule considering all major tasks required for project completion and begin ongoing management of design schedule.
- Identify Value Engineering and Life-cycle Cost Study Areas. Identify areas for value engineering study as the design progresses. Where energy, maintenance, and operational systems dictate, perform life cycle costing studies to evaluate the most cost-effective systems. Advise the District on the outcome of the value engineering studies. Make recommendations as to selection of various systems.
- Coordinate activities/tasks by stakeholders, design team, consultants, and operations to verify focus on project objectives.
- Facilitate internal plan review. Review plans and specifications for technical accuracy and coordination as they are being developed throughout phases. Check construction details and coordination of all design disciplines (architectural, civil, structural, mechanical, electrical). Ensure all comments are tracked and addressed properly.
- Throughout our internal reviews, ensure conformance to the District's design guide manuals and O&M equipment standards.
- Manage the engagement of any remaining activities such as furniture, equipment, technology, and security.
- Work with design team, obtain building and other permits as required.
- Arrange, minute and chair regular owner meetings throughout the duration of the project, as required.
- Assist project team and coordinate with DSA, Fire Marshal, and any other regulatory agencies for approvals.

### Project & Construction Management

- Coordinate review/input of shop drawings, materials and other items submitted by the contractor.
- Actively manage project budget, scope, and schedule requirements during construction.
- Maintain on-site staff. Maintain a field staff to administer the work of the construction contractors. Inspect the work for conformity with plans and specifications.
- Facilitate project documentation. Facilitate RFI, Submittal, PCO, and CO processes. Review for conformity with plans and specifications and provide recommendations.
- Monitor progress of the work. Review contractor's construction schedules. Observe construction progress and report deviations from the schedule which will jeopardize job progress. Work with contractors to develop and implement correction actions.
- Establish and manage the process for design changes and resulting costs.
- Actively drive resolution of all issues arising during construction, including technical and scope clarification, change management, and operational impacts.
- Lead contractor project meetings to discuss procedures, progress, problems, scheduling and open items.
- Monitor the contractor's daily construction activities and notify the contractor in writing (with copies to the owner) of any deficiencies, hazards, or situations observed and if any corrective measures require immediate action.
- Coordinate with facilities/operations teams to verify they have buy-in and logistical awareness throughout construction and turnover. This will be especially critical for utility-shutdown coordination.
- Conduct field quality audits to review contractor's QC program to determine how well the quality system achieves the contract's quality requirements. This will include installation verifications, walks with IOR, GC and design team, documentation, and reporting. If an installation or process is out of compliance, we will identify the problem, track, and verify the timely resolution of all nonconforming and corrective work.
- Develop and implement a procedure for the review and processing of contractor payment applications. Review contractor's schedule of values for use in processing payments.
- Regular reports/updates to the owner to include overall progress, cost, and schedule updates.
- Work with the District to ensure requirements of other agencies are met.
- Manage project team consultants related to the project goals (schedule, budget, and quality). Control this through to completion.

### Cx and Closeout

- Assist in project transition from project closeout documentation through occupancy.
- Develop a close-out schedule. Produce a detailed schedule of close-out activities. Include Cx Q/A tasks, punch lists, equipment testing, start-up procedures, and occupancy.
- Schedule and coordinate all Cx protocols to verify equipment and installation meet quality requirements.
- Coordinate final acceptance tests on critical equipment or systems to verify compliance with design documents and accordance with applicable codes.
- Assemble Operating Manuals and Warranties. Collect and catalogue all procedures manuals and instructions for the operation of mechanical, plumbing, and electrical equipment. Collect all warranties. Provide these items in an organized manner to the Owner.
- Close-out construction contracts. Work with contractor to monitor the completion of punch list items and to finalize all outstanding changes in their scope of work. Authorize payment of retainages as work is completed to satisfy release.
- Assist project team and coordinate closeout activities with DSA, Fire Marshal, and any other regulatory agencies.
- Ensure district Facility and O&M acceptance and sign-off. Work with the Owner to schedule the installation of all furniture and equipment as well as the training of the Owner's staff.
- Manage warranty work. Work with the District and the Design Team to ensure that the contractors honor their responsibilities in a timely manner.

Core Process & Deliverables

Preconstruction  
Initial Development

- Project scope and risk assessment.
- Review reporting documentation and staff role designations.
- Overall project schedules and Updates.
- Cost estimate.
- Cash flow and funding schedules and updates.
- Meeting minutes as required.

Preconstruction  
Procurement Approach

- Assist or complete RFP/Q packages for design and construction teams.
- RFP/Q evaluation criteria.
- Design and construction team interview briefing.
- Project team interviews.
- Design recommendation & award notifications.
- Cost estimates and updates.
- Cash flow and funding schedules and updates.
- Preparation of contracts as necessary.
- Final cost projection / summary based off bid reviews.

Preconstruction  
Design Management

- Reporting weekly or bi-weekly as necessary.
- Review of design team contracts and deliverables.
- Track and document progress meetings.
- Track action items and required decisions.
- Design QA/QC review reports.
- Permit submittal coordination and checklist.

Project & Construction Management

- Reporting as mutually agreed (Risks / PCO / CO logs, etc.)
- Review and recommend approval of progress payment applications.
- Review status of as-built drawings.
- Establish a rolling punchlist process to verify issues are resolved timely and not deferred.
- Drive active response to design clarifications and submittals, including those requiring the District's input.
- Services required for transitions through design to construction to startup.
- Construction progress overview.
- Monthly project reports.

Cx and Closeout

- Document completeness of record drawings and Operation & Maintenance (O&M) prior to delivery by contractor.
- Lead lessons learned process, meeting, and final report.
- Services required for transitions through project closeout and occupancy.
- Final commissioning reports.
- Operation and maintenance training coordination.
- Assistance as requested during warranty periods.

# Required Forms

## 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: Cumming Management Group, Inc.

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

Tax I.D. Number (Sole Proprietorship Only): 20-8782096

Address: 3400 Douglas Blvd., Suite 120  
Roseville, CA 95661

Authorized Representative: 

Signature  
John Olsson, CCM, LEED AP

Name (Print or Type)  
Vice President

Title

May 12, 2023  
Date

408-540-4708  
Phone

N/A

Fax  
jolsson@cumming-group.com

E-mail address

# Required Forms

## 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.



Signature

**John Olsson, CCM, LEED AP**

Printed Name

**Vice President**

Title

**Cumming Management Group, Inc.**

Responder

**May 12, 2023**

Date

# Required Forms

**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.

**Cumming Management Group, Inc.**

Printed Name (Person, Firm, or Corporation)



Signature of Consultant’s Authorized Representative

**John Olsson, CCM, LEED AP, Vice President**

Name & Title of Authorized Representative

**May 12, 2023**

Date of Signing







3400 Douglas Blvd.  
Suite 120  
Roseville, CA 95661  
Phone: 916-660-9030  
[cumming-group.com](http://cumming-group.com)

September 12, 2023

Mike Blondino  
District Administrator  
Carmichael Recreation & Park District  
5750 Grant Avenue  
Carmichael, CA 95608-3744

**Subject: Fee Schedule for Carmichael Rec. & Park District – Project and Construction Management Services**

Dear Mr. Blondino:

Cumming Management Group, Inc. (“Cumming”) is pleased to submit our Fee Schedule to the Carmichael Recreation and Park District (“CRPD”) to provide project and construction management services in support of the Measure G bond program. We have included our project understanding, fee proposal, and hourly rates in this Proposal.

Cumming supports several local Districts, therefore, recognizes your need for the highest quality services at an economical cost. We are flexible, willing to work within the District’s budget to provide these services, and would be happy to engage in a future discussion with the District regarding our proposed fees.

Cumming is excited by the prospect of working with the District, and we are fully committed to working with your team on this project. Please feel free to contact me directly at (775) 622-5591 or by email at [jorge.rojas@cumming-group.com](mailto:jorge.rojas@cumming-group.com) should you have any questions regarding this Proposal.

Sincerely,

A handwritten signature in black ink, appearing to be "JR" or similar initials, written in a cursive style.

**JORGE ROJAS**  
Senior Director, Project Management, CCM, PMP



## **A. Program Understanding**

### **PROGRAM DESCRIPTION**

The Carmichael Recreation and Park District is seeking support for Construction and Project Management services in relation to the successful passing of Measure G, the November 2022 General Obligation Bond. This comprehensive program is designed to meet the community's critical needs through the construction and renovation of aging restrooms and facilities. The program aims to enhance safety and security measures while improving handicapped accessibility across the community parks. Additionally, Measure G seeks to upgrade playgrounds, features, and amenities, ensuring that recreational spaces are enjoyable, welcoming, and in line with the community's evolving needs. The Measure G authorization amount passed was \$31.9 million.

The term of the Cumming Agreement shall begin on or about November 2023, and end in November 2025. The agreement may be extended by two additional two-year terms through 2029.

## **B. Scope of Services**

Cumming Group proposes to provide Construction Project Management (CPM) services in support of the Measure G bond program. Our services include:

### **PROGRAMMING SERVICES**

**Main Point of Contact** — Represent the Carmichael Recreation & Park District and be the main point of contact on all construction and design-related issues.

**Advisory to District** — Provide expert guidance to the District on the most efficient phasing, prioritization, and grouping of projects to optimize cost savings during construction.

**Develop Communication Plan** — Develop a master project communication plan, incorporating project participants, District administration, community, social media, and website.

**Reporting Services** — Report to the District on program and project status regularly throughout the program. Participate in planning workshops and meet with site committees and the District Bond Oversight Committee. Advise on an ongoing basis, communications with the State of California, Sacramento County, and other agencies involved in the construction process.

**Develop Risk Register** — Develop a risk management plan and clarify the approach to the identification, monitoring, and mitigation of prioritized risk.

**Develop Responsibility Matrix** — Develop a matrix to ensure stakeholders understand their roles and contribute effectively to the program's success.

**Validate CRPD's Budget** — Confirm conceptual project estimates for construction and soft costs. Confirm program budgets accurately reflect the project scope, including construction elements, soft costs, and any contingency provisions.

**Establish Program Budget Tracking Systems** — Establish tracking systems to ensure resources are managed efficiently and projects stay within their allocated budgets.

**Support in Development of Project Team** — Complete Request for Qualifications for project delivery teams including design teams and consultants. Create evaluation criteria and assist the District in the selection of responsive partners.

### **PRE-CONSTRUCTION PHASE SERVICES**

**Establish and Monitor Design Schedule** — Prepare detailed design schedule indicating milestones for each phase. Monitor and report on progress and problems. Advise the Owner of any delays to the design schedule and recommend corrective action to be taken.

**Establish Phased Bid and Construction Schedule** — Recommend the division of work into separate contracts. Prepare a schedule for the bidding of construction contracts.

**Prepare Final Budget** — Establish a final budget for all categories of work. This will become the basis for all financial reporting as the project progresses through its completion.

**Identify Value Engineering and Life-cycle Cost Study Areas** — Identify areas for value engineering study as the design progresses. Where energy, maintenance, and operational systems dictate, perform life cycle costing studies to evaluate the most cost-effective systems. Advise the Owner on the outcome of the value engineering studies. Make recommendations as to the selection of various systems.

**Estimate Alternate Building Systems** — Estimate the cost of alternate building systems to finalize selection prior to preparation of design documents. Conduct multi-disciplinary value engineering reviews to evaluate alternatives for building systems that are not within budget.

**Conduct Constructability Reviews** — Review design documents as they are developed to minimize construction problems and potential change orders. Advise on contract provisions for controlling construction schedules. Advise on general and special condition sections of the specifications. Provide comments to the Owner relative to these constructability reviews. Recommend changes wherever necessary.

**Attend Regular Design Phase Coordination Meetings** — Meet with the Owner, architect, and consultants to discuss and review all items pertinent to the design phase such as schedule, progress to date, decisions required, problems, and any other items important to the design process.

**Identify Long-lead Delivery Items for Early Purchasing** — Identify materials and equipment which require long delivery times and are critical to the progress of the work. Develop a strategy for purchasing these items directly and later assigning them to a contractor.

**Recommend Contract Provisions** — Prepare contract provisions for inclusion in the specifications. Require performance by the contractors to support quality, cost, and schedule objectives. Provide a Bid Schedule for Construction for Use by Bidders. Provide a Construction Bid Schedule for use by Bidders during the Bid Period. This schedule will use milestones and appropriate details for bidding. This will be converted to a detailed Construction Schedule following an award of contracts.

**Review Plans and Specifications for Technical Accuracy and Coordination** — Review plans and specifications as they are being developed. Check construction details and coordination of all design disciplines (architectural, civil, structural, mechanical, electrical).

**Establish Bid Packages** — Establish the separation of the project for the various categories of work. As the design progresses, make sure the documents are being coordinated to separate the work properly, that all requirements have been correctly assigned, and that proper coordination of documents has been provided.

## **BIDDING AND PROCUREMENT PHASE SERVICES**

**Management and Coordination of the Design Team** — Work with the Design Team to meet all project deliverables.

**Identify Interested Contractors and Suppliers** — Identify and investigate contractors and suppliers interested in bidding on the work. Review plans with them and promote their interest in the project.

**Establish Final Bid Packages** — Divide the project into the various bid packages which best provide for a competitive, well-defined, and understandable division of work assignment to obtain the best possible prices for the Owner.

**Establish Bidding Procedures** — Implement all procedures required for the bidding process including distribution of bidding documents and addenda, pre-bid conferences, and receipt of bids.

**Distribute Bidding Documents** — Distribute all bidding documents to contractors. Keep accurate records of distribution activities.

**Conduct Pre-Bid Conferences** — Organize and direct pre-bid conferences prior to the receipt of bids. Include all bidding contractors, consultants, and the Owner.

**Receive and Evaluate Bids** — Assist the Owner in receipt and evaluation of bids. Make recommendations on the award of contracts.

**Prepare Construction Contracts** — Prepare contracts and monitor the proper distribution procedures for all construction contracts.

**Conduct Pre-construction Conference** — Following the award of contracts, organize and direct a pre-construction meeting with the contractors, consultants, and the Owner. Review project organization, lines of authority, and project procedures.

**Provide Project Management During Procurement** — Prior to having an on-site presence, provide project management support for the beginning of the construction period (prior to mobilization or during limited mobilization). This support shall include conducting Job Conferences and providing construction management for the procurement phase required for the construction.

## **CONSTRUCTION PHASE SERVICES**

**Maintain On-site Staff** — Maintain a field staff to administer the work of the construction contractors. Inspect the work for conformity with plans and specifications.

**Monitor Progress of the Work** — Review contractor's construction schedules. Observe construction progress and report deviations from the schedule which will jeopardize job progress. Work with contractors to develop and implement correction actions.

**Facilitate Project Documentation** — Facilitate RFI, Submittal, PCO, and CO processes. Review for conformity with plans and specifications and provide recommendations.

**Construction Quality Assurance** — Observe and inspect work in progress and report defects and deficiencies. Recommend corrective action where required.

**Maintain Job Site Records** — Maintain a current record of contracts, drawings, and specifications. Keep a log of shop drawings, submittals, samples, and catalog data. File correspondence, directives, and meeting minutes.

**Process Payment Requests** — Develop and implement a procedure for the review and processing of contractor payment applications. Review the contractor's schedule of values for use in processing payments.

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 Suite 120  
 Roseville, CA 95661  
 Phone: 916-660-9030  
[cumming-group.com](http://cumming-group.com)

### **CLOSE-OUT PHASE SERVICES**

**Develop a Close-out Schedule** — Produce a detailed schedule of close-out activities. Include punch lists, equipment testing, start-up procedures, and occupancy.

**Assemble Operating Manuals and Warranties** — Collect and catalog all procedures manuals and instructions for the operation of mechanical, plumbing, and electrical equipment. Collect all warranties. Provide these items in an organized manner to the Owner.

**Coordinate Final Inspections** — Schedule and direct inspections to develop punch lists. Assist Architect in establishing substantial and final completion dates.

**Close-out Construction Contracts** — Work with contractor to monitor the completion of punch list items and to finalize all outstanding changes in their scope of work. Authorize payment of retainages as work is completed to satisfy release.

**Implement Start-up Procedures** — Plan and monitor the start-up and adjustment of all building systems. Assist with any Owner activities during start-up, including organizing training from the Prime Contractors on equipment and systems.

**Coordinate Occupancy** — Work with the Owner to schedule the installation of all furniture and equipment as well as the training of the Owner's staff.

**Manage Warranty Work** — Work with the Owner and the Architect to ensure that the contractors honor their responsibilities in a timely manner.

### **C. Fee Proposal**

We propose to provide our services on a time and materials basis according to the Hourly Rate schedule described in this proposal, plus reimbursable expenses. We will invoice monthly in arrears based on actual time spent and we will always strive to be as time and cost-efficient as possible.

The chart below and **Exhibit-A** represent our anticipated efforts. We will only exceed the estimated total cost by obtaining authorization from CRPD.

FEE SUMMARY	TOTALS
Services Nov. 2023 through November 2025	\$581,800.00
Anticipated Services Nov. 2023 through July 2028 (TOTAL)	\$929,281.00

### **Billing rates per year for services rendered.**

PROJECT MANAGEMENT RATES	2023	2024	2025	2026	2027	2028
Senior Director	\$195	\$201	\$207	\$213	\$219	\$226
Senior Project Manager	\$185	\$191	\$196	\$202	\$208	\$214
Project Manager	\$165	\$170	\$175	\$180	\$186	\$191
Assistant Project Manager	\$145	\$149	\$154	\$158	\$163	\$168

# EXHIBIT-A

## CUMMING PLANNED PROJECT MANAGEMENT EFFORT

Project #: **Cumming Management Group**  
Project Name: **CRPD**

Start: **10/1/2023**  
End: **7/31/2028**

Team Member	Phase >>> TOTAL	Pre-Con	Pre-Con	Pre-Con	Pre-Con	Pre-Con	Pre-Con	Pre-Con	Pre-Con	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.
		Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
<b>Available Hours</b>	4,096	176	176	168	168	168	184	176	176	168	176	176	168	176	160	168	168	160	168	176	168
<b>Project Staffing Hours</b>																					
Jorge Rojas - Project Director	571	53	53	50	42	42	18	18	9	8	7	7	7	7	6	7	7	6	7	7	7
Huy Hoang - SPM	2,023	132	132	126	126	126	138	132	132	84	88	88	84	88	80	17	17	11	12	12	12
Sarah Ho - PM	1,531	18	18	17	34	34	37	35	35	29	30	30	29	30	32	34	34	24	25	26	25
Alex Sheen - APM	625	-	-	-	-	-	-	-	-	-	-	-	-	21	19	20	20	19	20	21	10
<b>Cost Managing Director</b>	18	18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Cost Manager	81	81	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior MEP Estimator	35	35	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Hours</b>	<b>4,884</b>	<b>336</b>	<b>202</b>	<b>193</b>	<b>202</b>	<b>202</b>	<b>193</b>	<b>185</b>	<b>176</b>	<b>121</b>	<b>125</b>	<b>125</b>	<b>119</b>	<b>146</b>	<b>138</b>	<b>77</b>	<b>77</b>	<b>61</b>	<b>64</b>	<b>67</b>	<b>54</b>
<b>Total Staff Fee</b>																					
Jorge Rojas - Project Director	120,234	10,771	10,771	10,282	8,568	8,568	3,754	3,590	1,795	1,714	1,436	1,436	1,371	1,479	1,345	1,412	1,412	1,345	1,412	1,479	1,412
Huy Hoang - SPM	398,167	25,476	25,476	24,318	24,318	24,318	26,634	25,476	25,476	16,212	16,984	16,984	16,212	17,494	15,903	3,340	3,340	2,226	2,338	2,449	2,338
Sarah Ho - PM	280,067	3,045	3,045	2,906	5,813	5,813	6,366	6,090	6,090	4,941	5,176	5,176	4,941	5,331	5,702	5,987	5,987	4,277	4,490	4,704	4,490
Alex Sheen - APM	101,552	-	-	-	-	-	-	-	-	-	-	-	-	3,307	3,006	3,156	3,156	3,006	3,156	3,307	1,578
<b>Cost Managing Director</b>	3,590	3,590	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Cost Manager	15,787	15,787	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior MEP Estimator	6,864	6,864	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Fee</b>	<b>\$ 926,263</b>	<b>\$ 65,534</b>	<b>\$ 39,292</b>	<b>\$ 37,506</b>	<b>\$ 38,699</b>	<b>\$ 38,699</b>	<b>\$ 36,754</b>	<b>\$ 35,156</b>	<b>\$ 33,361</b>	<b>\$ 22,866</b>	<b>\$ 23,596</b>	<b>\$ 23,596</b>	<b>\$ 22,524</b>	<b>\$ 27,611</b>	<b>\$ 25,956</b>	<b>\$ 13,895</b>	<b>\$ 13,895</b>	<b>\$ 10,854</b>	<b>\$ 11,396</b>	<b>\$ 11,939</b>	<b>\$ 9,818</b>
<b>Reimbursable</b>																					
Reimbursables	3,018	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Reimbursable Expenses</b>	<b>\$ 3,018</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>
<b>Monthly Projected Fee</b>	<b>\$ 929,281</b>	<b>\$ 65,594</b>	<b>\$ 39,352</b>	<b>\$ 37,566</b>	<b>\$ 38,759</b>	<b>\$ 38,759</b>	<b>\$ 36,814</b>	<b>\$ 35,216</b>	<b>\$ 33,421</b>	<b>\$ 22,926</b>	<b>\$ 23,656</b>	<b>\$ 23,656</b>	<b>\$ 22,584</b>	<b>\$ 27,671</b>	<b>\$ 26,016</b>	<b>\$ 13,955</b>	<b>\$ 13,955</b>	<b>\$ 10,914</b>	<b>\$ 11,456</b>	<b>\$ 11,999</b>	<b>\$ 9,878</b>

# EXHIBIT-A

## CUMMING PLANNED PROJECT MANAGEMENT EFFORT

Project #: **Cumming Management Group**  
Project Name: **CRPD**

Team Member	Precon/Const. Jun-25	Precon/Const. Jul-25	Precon/Const. Aug-25	Precon/Const. Sep-25	Precon/Const. Oct-25	Precon/Const. Nov-25	Precon/Const. Dec-25	Precon/Const. Jan-26	Precon/Const. Feb-26	Precon/Const. Mar-26	Precon/Const. Apr-26	Precon/Const. May-26	Precon/Const. Jun-26	Precon/Const. Jul-26	Precon/Const. Aug-26	Precon/Const. Sep-26	Precon/Const. Oct-26	Precon/Const. Nov-26	Precon/Const. Dec-26	Precon/Const. Jan-27	Precon/Const. Feb-27	
<b>Available Hours</b>	160	176	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	
<b>Project Staffing Hours</b>																						
Jorge Rojas - Project Director	6	7	7	7	7	7	7	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
Huy Hoang - SPM	11	12	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	
Sarah Ho - PM	24	26	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	
Alex Sheen - APM	10	11	10	10	10	10	10	10	10	20	20	20	20	20	20	20	20	20	20	10	10	
Cost Managing Director	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Senior Cost Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Senior MEP Estimator	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total Hours</b>	<b>51</b>	<b>56</b>	<b>52</b>	<b>52</b>	<b>52</b>	<b>52</b>	<b>52</b>	<b>50</b>	<b>50</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>50</b>	<b>50</b>	<b>50</b>	
<b>Total Staff Fee</b>																						
Jorge Rojas - Project Director	1,345	1,479	1,412	1,412	1,454	1,454	1,454	1,091	1,091	1,091	1,091	1,091	1,091	1,091	1,091	1,091	1,091	1,123	1,123	1,123	1,123	
Huy Hoang - SPM	2,226	2,449	2,004	2,004	2,064	2,064	2,064	2,064	2,064	2,064	2,064	2,064	2,064	2,064	2,064	2,064	2,064	2,126	2,126	2,126	2,126	
Sarah Ho - PM	4,277	4,704	4,490	4,490	4,625	4,625	4,625	4,625	4,625	4,625	4,625	4,625	4,625	4,625	4,625	4,625	4,625	4,764	4,764	4,764	4,764	
Alex Sheen - APM	1,503	1,653	1,578	1,578	1,625	1,625	1,625	1,625	1,625	3,251	3,251	3,251	3,251	3,251	3,251	3,251	3,251	3,348	3,348	1,674	1,674	
Cost Managing Director	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Senior Cost Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Senior MEP Estimator	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total Fee</b>	<b>\$ 9,351</b>	<b>\$ 10,286</b>	<b>\$ 9,484</b>	<b>\$ 9,484</b>	<b>\$ 9,769</b>	<b>\$ 9,769</b>	<b>\$ 9,769</b>	<b>\$ 9,405</b>	<b>\$ 9,405</b>	<b>\$ 11,031</b>	<b>\$ 11,031</b>	<b>\$ 11,031</b>	<b>\$ 11,031</b>	<b>\$ 11,031</b>	<b>\$ 11,031</b>	<b>\$ 11,031</b>	<b>\$ 11,031</b>	<b>\$ 11,362</b>	<b>\$ 11,362</b>	<b>\$ 9,687</b>	<b>\$ 9,687</b>	
<b>Reimbursable</b>	<<Expenses or Co																					
Reimbursables	60	60	60	60	60	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	
<b>Total Reimbursable Expenses</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 50</b>	
<b>Monthly Projected Fee</b>	<b>\$ 9,411</b>	<b>\$ 10,346</b>	<b>\$ 9,544</b>	<b>\$ 9,544</b>	<b>\$ 9,829</b>	<b>\$ 9,819</b>	<b>\$ 9,819</b>	<b>\$ 9,455</b>	<b>\$ 9,455</b>	<b>\$ 11,081</b>	<b>\$ 11,081</b>	<b>\$ 11,081</b>	<b>\$ 11,081</b>	<b>\$ 11,081</b>	<b>\$ 11,081</b>	<b>\$ 11,081</b>	<b>\$ 11,081</b>	<b>\$ 11,412</b>	<b>\$ 11,412</b>	<b>\$ 9,737</b>	<b>\$ 9,737</b>	

# EXHIBIT-A

## CUMMING PLANNED PROJECT MANAGEMENT EFFORT

Project #: **Cumming Management Group**  
Project Name: **CRPD**

Team Member	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Precon/Const.	Construction	Construction	Construction	Construction	Construction	Closeout	Closeout
	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Jul-28
<b>Available Hours</b>	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
<b>Project Staffing Hours</b>																	
Jorge Rojas - Project Director	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Huy Hoang - SPM	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Sarah Ho - PM	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
Alex Sheen - APM	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Cost Managing Director	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Cost Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior MEP Estimator	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Hours</b>	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
<b>Total Staff Fee</b>																	
Jorge Rojas - Project Director	1,123	1,123	1,123	1,123	1,123	1,123	1,123	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157
Huy Hoang - SPM	2,126	2,126	2,126	2,126	2,126	2,126	2,126	2,190	2,190	2,190	2,190	2,190	2,190	2,190	2,190	2,190	2,190
Sarah Ho - PM	4,764	4,764	4,764	4,764	4,764	4,764	4,764	4,907	4,907	4,907	4,907	4,907	4,907	4,907	4,907	4,907	4,907
Alex Sheen - APM	1,674	1,674	1,674	1,674	1,674	1,674	1,674	1,724	1,724	1,724	1,724	1,724	1,724	1,724	1,724	1,724	1,724
Cost Managing Director	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Cost Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior MEP Estimator	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Fee</b>	\$ 9,687	\$ 9,687	\$ 9,687	\$ 9,687	\$ 9,687	\$ 9,687	\$ 9,687	\$ 9,978	\$ 9,978	\$ 9,978	\$ 9,978	\$ 9,978	\$ 9,978	\$ 9,978	\$ 9,978	\$ 9,978	\$ 9,978
<b>Reimbursable</b>																	
Reimbursables	50	50	50	50	50	50	50	50	50	50	50	28	28	28	28	28	28
<b>Total Reimbursable Expenses</b>	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28
<b>Monthly Projected Fee</b>	\$ 9,737	\$ 9,737	\$ 9,737	\$ 9,737	\$ 9,737	\$ 9,737	\$ 9,737	\$ 10,028	\$ 10,028	\$ 10,028	\$ 10,028	\$ 10,006	\$ 10,006	\$ 10,006	\$ 10,006	\$ 10,006	\$ 10,006