



**Request for Proposal  
For  
Geotechnical and Geohazard Consulting Services for  
Carmichael Recreation and Park Measure G General Obligation Bond Program  
RFP #2023-08-2024-01**

**Advisory Board**

Christopher Ives, Chair

Joel Levine, Vice-Chair

Martin Ross, Member

Joseph Leavitt, Member

Lisa Mattos, Member

**PROPOSAL DUE DATE**

Proposals must be submitted by

September 4, 2024

by 3:00 P.M.

**SUBMIT PROPOSAL TO**

Carmichael Recreation and Park District

[Ingrid@Carmichaelpark.com](mailto:Ingrid@Carmichaelpark.com)

**FOR**

Carmichael Recreation and Park District

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

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

[huy.hoang@cumming-group.com](mailto:huy.hoang@cumming-group.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 September 4, 2024 at 3:00 p.m., emailed proposals from qualified firms for the following:

### **Geotechnical and Geohazard Consulting Services**

#### **Questions**

Questions on this request for proposal should be directed to: [sarah.ho@cumming-group.com](mailto:sarah.ho@cumming-group.com) no later than August 26, 2024, at 3:00 P.M.

All responses to questions regarding this RFP will be posted on <https://www.carmichaelpark.com/projects-rfp-s>, August 28, 2024, on or before 5:00 P.M. The District may find it necessary to revise the RFP, or to provide clarification or additional information after it is released. Any addenda or responses to questions will be posted on the <https://www.carmichaelpark.com/projects-rfp-s>, on August 28, 2024. It is the responsibility of the prospective responder to check the website for updates or addenda.

It is highly encouraged that potential proposers visit each site and walk the grounds as they are open to the public.

#### **Due Date**

**Proposals are due to Ingrid S. Penney, Administrative Services Manager**, including all RFP Forms and Addendums must be emailed in PDF format by 3:00 P.M. PST on September 4, 2024 to the following email address: [ingrid@carmichaelpark.com](mailto:ingrid@carmichaelpark.com). All proposals must be submitted by the above due date and time. Sole responsibility rests with the Responder to ensure that its proposal is submitted prior to the deadline.

**Proposals not received by 3:00 P.M., September 4, 2024, at the above email to [ingrid@carmichaelpark.com](mailto:ingrid@carmichaelpark.com) will be rejected.**

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

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

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

# Carmichael Recreation and Park District

## 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: Address all items in the RFP Proposal Format
- Completed and signed Submittal Forms and Addendums pages

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

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

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

## About the District

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

## Purpose and Scope of Work

The Carmichael Recreation and Park District (“District”) is inviting proposals from experienced firms, partnerships, corporations, associations, individuals, or professional organizations (“Consultants”) to provide geotechnical and geohazard consulting services. The scope of work includes the placement of an asphalt paving parking lot, construction of a new concrete ADA path, replacement of existing damaged asphalt paving, replacement of concrete sections on the ADA path, addition of a dual men’s and women’s restroom building, and installation of a play structure with a rubberized play surface at Carmichael Park, La Sierra Community Center, Cardinal Oaks Park, and Glancy Oaks Park.

The purpose of this RFP is to solicit fee proposals from consulting firms for geotechnical and geohazard consulting services for the park projects listed below (see Exhibit for a visual representation):

**Carmichael Park:** Serving the entire community of Carmichael, Carmichael Park is a 38-acre developed community park located at 5750 Grant Avenue, Carmichael, CA 95608, and is the site for the District Office. The park has five ball fields, three playgrounds, six tennis courts, disc golf, volleyball, and a horseshoe pit. Large, shaded group picnic areas as well as single family barbecues and tables are provided. The park also features passive recreation lawns and a fenced “Canine Corral” for off-leash dog play. Restrooms are located near the Daniel Bishop Memorial Pavilion and in the Community Clubhouse.

### Project Description:

- Replacement of the playground structure at Veteran’s Memorial Building.
  - Demo and remove existing playground structure and footings. Removal of perimeter curb and pavers around play structure.
- Add concrete surrounding the playground area and update accessible ramp at Veteran Memorial Building.
- Replacing the existing rubberized surface at the playground at Veteran’s Memorial Building. (2,000 sf).
- Paving upgrades at specified locations in the park.
- New restroom building installation + utilities at the Tennis Courts area (2 restrooms – 2 fixtures per RR – 130 sf ea)

**La Sierra Community Center:** Located at the District Recreation Office – 5325 Engle Road, STE 100, Carmichael, CA 95608, this 36-acre community center includes meeting rooms, the John D. Smith Hall (dining for 385), two gymnasiums, a playground, soccer fields, baseball fields, and basketball courts. Improvements at La Sierra Community Center address upgrades and improvements to the existing sports fields and existing accessibility issues.

## Carmichael Recreation and Park District

### Project Description:

- Natural Turf Soccer Field and Irrigation
  - Complete reseeding, new irrigation and drainage system for 331,993 sf field.

**Cardinal Oaks Park:** Located at 5341 El Camino Ave, Carmichael, CA 95608, between Kenneth Ave and El Camino Ave, Cardinal Oaks has a similar set up to Glancy Oaks as it is surrounded by residential neighborhoods but is over twice the size at 7.4 acres. The park is mainly open lawn with a paved walkway going down the middle. The central area of the park contains a play area, tables, and a practice baseball field. The larger lawn areas are typically used for recreational sports. The planned improvements for Cardinal Oaks consist of a new playground, relocated to 10k sq ft, along with new rubberized surface, ADA improvements including pathway repair, upgraded pedestrian lighting, and new parking lot on the south end of the park accessible from El Camino Ave.

### Project Description:

- Demo and Grading of existing play area - 10,000 sf
- New Playground Structure - 10,000 sf
- Rubberized Surface for new playground - 10,000 sf
- ADA Exterior Routes of Travel
- Drinking Fountain
- Pedestrian Lighting
- New Parking Lot at South-end of park – 18,150 sf

**Glancy Oaks Park:** Located at 5292 Glancy Dr, Carmichael, CA 95608, this 3-acre open lawn park is situated in a residential neighborhood. The northside of the park is lined with trees with a curved walking path down the middle of the park. The southside of the park has a small playground area along with **two** basketball half courts that can be accessed via a dirt path. The planned upgrades for Glancy Oaks will improve the ADA entry access to the park, replacement of the existing play structure and replacing the rubberized surface at the playground area.

### Project Description:

- Demo and Grading of existing play area – 2,500 sf
- Park Entry ADA
- New Playground Structure – 2,500 sf
- Rubberized Surface for new playground – 2,500 sf
- Exterior Routes of Travel
- Exterior Routes of Travel including curb ramps
- Drinking Fountain

### Basic Services:

The Consultant shall be responsible for the professional quality and technical accuracy of all drawings and other services furnished by the Consultant under the Agreement as well as design and existing

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conditions coordination. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its documents and other services.

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

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

### **Statement of Work:**

It is anticipated that the Scope of Services for this Project will include but not limited to the following:

Basic Services shall include a Geotechnical Field Study meeting the California Code of Regulations Title 24 requirements (latest adopted version of the California Building Code) and the most recent Note 48 requirements of the California Geological Survey (CGS), as enforced by the Division of the State Architect (DSA). A Geotechnical Engineering and Geologic Hazards Study shall include but not limited to detailing the site soil and groundwater conditions, providing seismic design parameters in accordance to the latest adopted CBC, a preliminary corrosion evaluation, and other pertinent information to be provided to the design team.

Specific foundation design recommendations for the building(s), where applicable, including bearing and axial support capacities, minimum dimensions and embedment, and lateral load resistance (friction coefficient and passive pressures) shall be included in the Study.

Basic Services shall include preparing a Geohazard Report that meets Title 24 requirements including the most recent Note 48 requirements of the California Geological Survey (CGS) as enforced by the Division of the State Architect (DSA) per DSA IR A-4, latest version. Services provided shall include but limited to preliminary field activities, field exploration, laboratory testing, the Geology/Geologic Hazards Study and construction phase services.



## **Carmichael Recreation and Park District**

Basic Services shall include an underground utility locating subcontractor to locate existing buried utilities and mark the locations of subsurface explorations. Consultant shall also be responsible for contacting Underground Service Alert.

It is anticipated that field exploration will consist of drilling two (2) borings each park site as identified in Exhibit A. Included in Basic Services is the cost of obtaining Sacramento County Public Works Agency drilling permits (as required).

The exploration points shall be backfilled with cement grout. Clean excess shall be off-hauled. If contaminated soils are encountered, provide special handling and drumming. Obtain District approval for additional costs to dispose of any contaminated soils encountered.

The Consultant shall assist the District in submitting a Geohazard Report to the California Geological Survey (CGS) and securing CGS approval. Application Fee for CGS report assessment if paid for by Consultant shall be billed to the District as a reimbursable expense. Consultant shall prepare responses to CGS comments and secure CGS's acceptance letter for submission to DSA.

Reports must be prepared and signed by a California registered geotechnical engineer in consultation with a California certified engineering geologist. Provide copies of California certificates with the Statement of Qualifications.

The Consultant shall submit a not-to-exceed Supplemental Engineering Review Fee for consultations with the design team including plan review as requested by the District on a time and materials basis during the design phases and DGS plan check phase.

Each firm that provides drilling, boring or other services requiring excavation shall submit a project specific safety plan with each agreement. This should include both measures to protect workers and the public. The plan shall include analysis of any special site conditions or hazards as well as method of mitigating risks to an acceptable level.

Deliverables will include five (3) copies of the Geotechnical and Geohazard Reports as well as electronic versions of each in PDF format.

### **Limitations**

#### **Restrictions On Lobbying And Contacts**

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any

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member of the Bond Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting an RFP Packet.

### Key Events Schedule

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

Timetable (some dates subject to change)	Dates
Request for Proposals Issued	August 21, 2024
Written requests for Interpretation, Correction, or Modification regarding RFP are Due by 3:00 P.M.	August 26, 2024
District will respond to requests for clarification and will publish the Addendum to the District website	August 28, 2024
Proposals Due by 3:00 P.M.	September 4, 2024
Completion of Evaluation of RFP	September 9, 2024
Advisory Board Approval	September 19, 2024
Firms Notified	September 20, 2024

**Note:** The dates and times above are subject to change at the option of the District. Modifications and/or addenda will be published on the District website, <https://www.carmichaelpark.com/projects-rfp-s>.

### PROPOSAL FORMAT

#### Page Limit / Font and Page Layout

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

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

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

The following format has been prepared as a guide for the development of the proposal in response to the RFP. Comments should reflect an understanding of the Scope of Work in the RFP. 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

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firm in all discussions and interviews.

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

1. The executive summary should introduce the firm or individual and must be signed by an authorized officer of the firm or organization or by the individual that binds the terms of the response. The executive summary must contain the following:
  - a. Legal name and address of the firm
  - b. State whether the firm is local, national, or international
  - c. Type of firm (individual, corporation, etc.)
  - d. Brief description of your firm, including number of years in business
  - e. Date firm established
  - f. California Business License Number
  - g. Tax Identification Number
  - h. Address, telephone, e-mail address, and fax number of the person and office that will be primarily responsible for providing services for the proposal

### **Table of Contents (Limit: 1 Page)**

Table of Contents is to be included in the proposal.

### **Proposal Content**

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

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- j. Firm's availability to perform site services within three (3) months' time of contract.

### 2. Professional Fees

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

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

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

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

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- connection with a contract;
- I. Willful disregard for applicable rules, laws or regulations.

### **Fee Proposal**

Provide your firm's fees related to site survey services.

Clearly specify if fees are transaction-based, or reimbursable based on time and materials. Please list all charges to be considered reimbursable and provide "not to exceed" amounts for said expenses. Further, identify consultant fees, if any, for services the District may require for site survey services. The District may consider an hourly rate rather than a transaction-based or contingency fee. In addition, the proposer must complete and sign the fee proposal on Page 23 Fee Proposal.

Include your not-to-exceed fee and detailed out-of-pocket expenses assuming financings based on the following:

Fee Proposal for Site Survey Services

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

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

## **SELECTION**

### **Proposal Evaluation Criteria**

Evaluation of counsel proposal will be based on the following criteria:

- a. Responsiveness to the RFP
- b. Experience with topographic surveying
- c. References
- d. Fee Proposal

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.

### **CONTRACT SAMPLE**

The term of the Agreement shall begin on or about September 4, 2024, and end December 1, 2025. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the agreement, and additional two-year term.

### **Format**

## **Carmichael Recreation and Park District**

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 RFP, the response, and any written amendments. The Contract will, by default, incorporate all requirements, terms and conditions contained in this RFP. In the event of any conflict between this RFP and the Contract Signature Page, the terms of this RFP 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 RFPs and proposals shall comply with the current federal, state, local and other laws relative thereto.

#### **District Advisory Board Approval**

Award is subject to acceptance by the District Advisory Board.

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

In the event of litigation, the RFP 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.

#### **RFP Acceptance or Rejection**

This RFP does not commit the Carmichael Recreation and Park District to award a contract, to pay any cost incurred in the preparation of this RFP 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 RFP. 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.

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### **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.

### **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.

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

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

### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

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

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

WORKERS' COMPENSATION: Statutory.

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

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

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

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

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

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

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

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



## Carmichael Recreation and Park District

a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of one (3) years after completion of the Agreement.

### **Other Insurance Provisions**

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

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

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

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

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

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

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

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

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

### **Workers Compensation**

**WORKERS COMPENSATION WAIVER OF SUBROGATION:** The workers' compensation policy required

## Carmichael Recreation and Park District

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

### **Notification of Claim**

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

### **Indemnification**

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

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

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.

## **Carmichael Recreation and Park District**

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

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

### **Term/Extension**

Consistent with guidelines enumerated in the County Code, it is the intent of the District to award a [Term, include any options] for the specified service assuming funds are appropriated to support continuation of services for succeeding fiscal periods.

### **Board Contact**

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the RFP 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 RFP process. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the Responder shall be liable for any damage incurred by the District. The Board shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

### **Amendments**

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

### **News Release**

News releases pertaining to this RFP 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

## Carmichael Recreation and Park District

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 stated above, shall be a liability against such Responder and his sureties. The Board of Supervisors has delegated authority to the District for the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Advisory Board of Directors.

### **Proprietary Information**

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

### **Conflict of Interest**

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

### **Proposal Negotiations**

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

### **Taxes**

For the purposes of this RFP, any applicable taxes, fees or government surcharges shall be itemized separately in your fee sections. Federal excise taxes are not applicable to districts.

### **Invoicing**

Consultant shall issue separate invoices as services are provided, in a format approved by the District. For the District's portion of the billable amount, invoices shall be submitted to:

Carmichael Recreation and Park District  
Attn. Accounts Payable  
5750 Grant Avenue  
Carmichael, CA 95608

Each invoice must reference **Geotechnical and Geohazard Consulting Services for Carmichael**

## **Carmichael Recreation and Park District**

**Recreation and Park Measure G** and the assigned, applicable Contract number. Invoices should specify any prompt payment discount and will be processed following review and approval.

### **Disputed Charges/Billing**

In the event that the District reasonably determines that there is a material discrepancy between the proposer's invoiced charges and the District's calculation of charges owed, the District shall be permitted to withhold the disputed amount; provided, however, that the District agrees to provide notice to the Consultant, with supporting documentation illustrating the basis for bona fide dispute within their payment terms. If such billing disputes remain unresolved within sixty (60) days of submission to the Consultant, both parties agree to submit to arbitration by an impartial third party.

### **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 ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

## **Carmichael Recreation and Park District**

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

## RFP 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, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above- referenced **RFP #2023-08-2024-01**, 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 RFP package. The entire RFP Package is submitted, together with this RFP 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

## Fee Proposal

Please describe your fees for the types of services described in the Scope of Work. Fees may be based on transactions, hours only, time and materials, etc. Actual fees may be negotiated prior to each transaction. Please specify any indexed costs if applicable.

Type of Service	Cost	Per Unit
Example: Geotechnical Services	\$	\$

I/We, the undersigned, understand the information included in this proposal, regardless of whether requested or voluntarily submitted may become part of the any agreement subsequently made with Carmichael Recreation and Park District, and we attest to the best of our knowledge, to its accuracy.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024, at: \_\_\_\_\_ California.

Signature of Proposer: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_



## 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 their obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not officers, agents, or employees of the CM or District, nor have they been since January 1, 2001.

---

Signature

---

Printed Name

---

Title

---

Responder

---

Date

## 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 **RFP #2023-08-2024-01**. Should the Responder be awarded a contract for the work, Responder further certifies that they can meet the specified requirements for insurance.

---

Printed Name (Person, Firm, or Corporation)

---

Signature of Consultant's Authorized Representative

---

Name & Title of Authorized Representative

---

Date of Signing

## Carmichael Recreation and Park District

### Exhibit A

- Boring Locations at the four specified park sites.

EXHIBIT A - BORING LOCATIONS

Carmichael Recreation and Park District

Carmichael Park Site Plan

BORING LOCATION #1

BORING LOCATION #2

Replace existing play area with new play structure  
Repair concrete in surrounding area Remove perimeter footing  
Pavers to be replaced with concrete  
Install new rubberized surface  
2,000 sf

Resurface and restriping for pickleball courts (6)  
Removal of existing posts and netting  
Install new pickleball nets and poles  
5,280 sf

New restrooms by tennis courts  
New Utilities for Restroom  
2 fixtures per RR  
~130 sf

Paving Phases I and II  
Total sf TBD  
Budget \$415,000

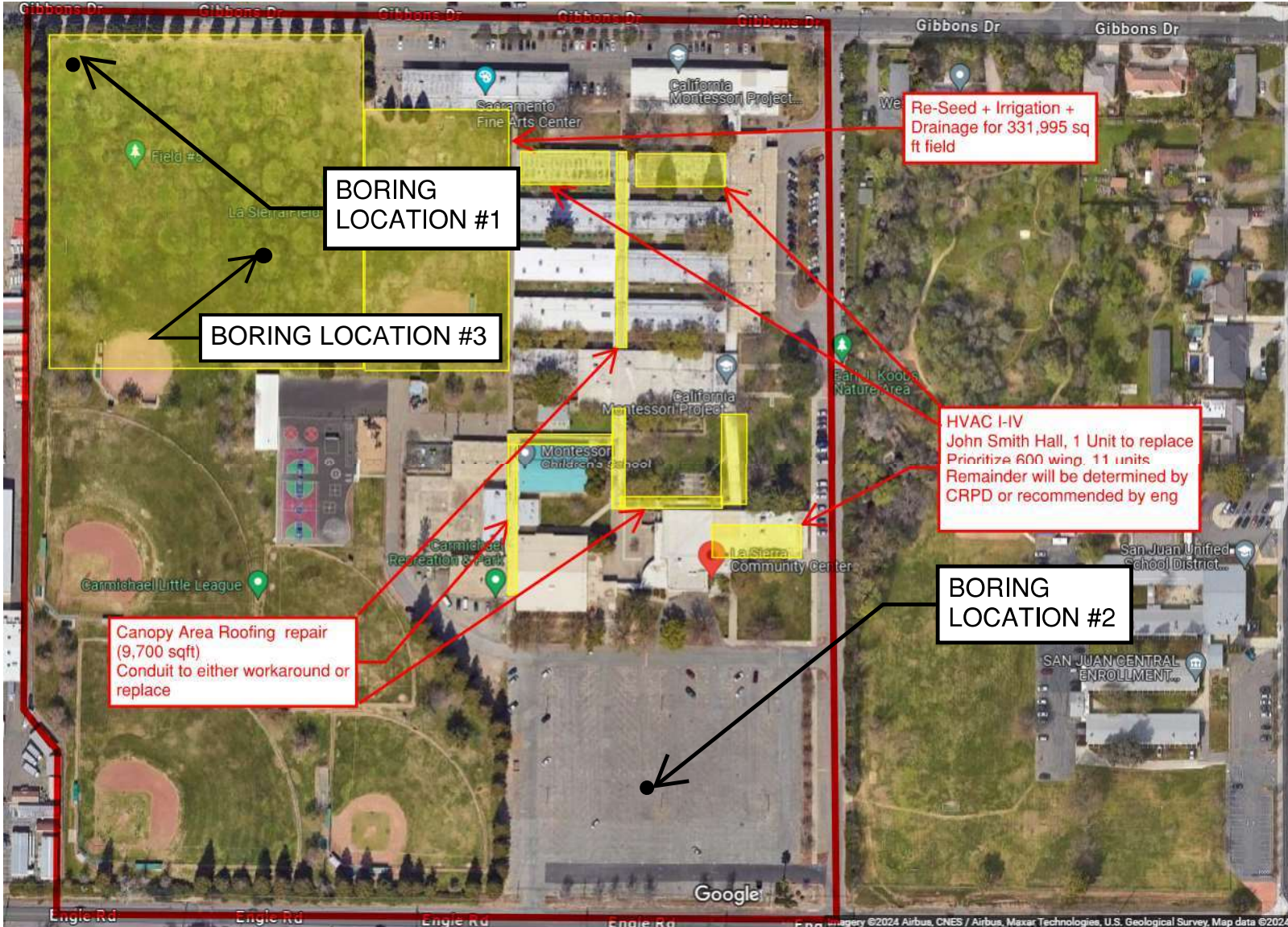




EXHIBIT A - BORING LOCATIONS

Carmichael Recreation and Park District

La Sierra Community Site Plan



**BORING LOCATION #1**

**BORING LOCATION #3**

**BORING LOCATION #2**

Re-Seed + Irrigation + Drainage for 331,995 sq ft field

HVAC I-IV  
John Smith Hall, 1 Unit to replace  
Prioritize 600 wing. 11 units  
Remainder will be determined by CRPD or recommended by eng

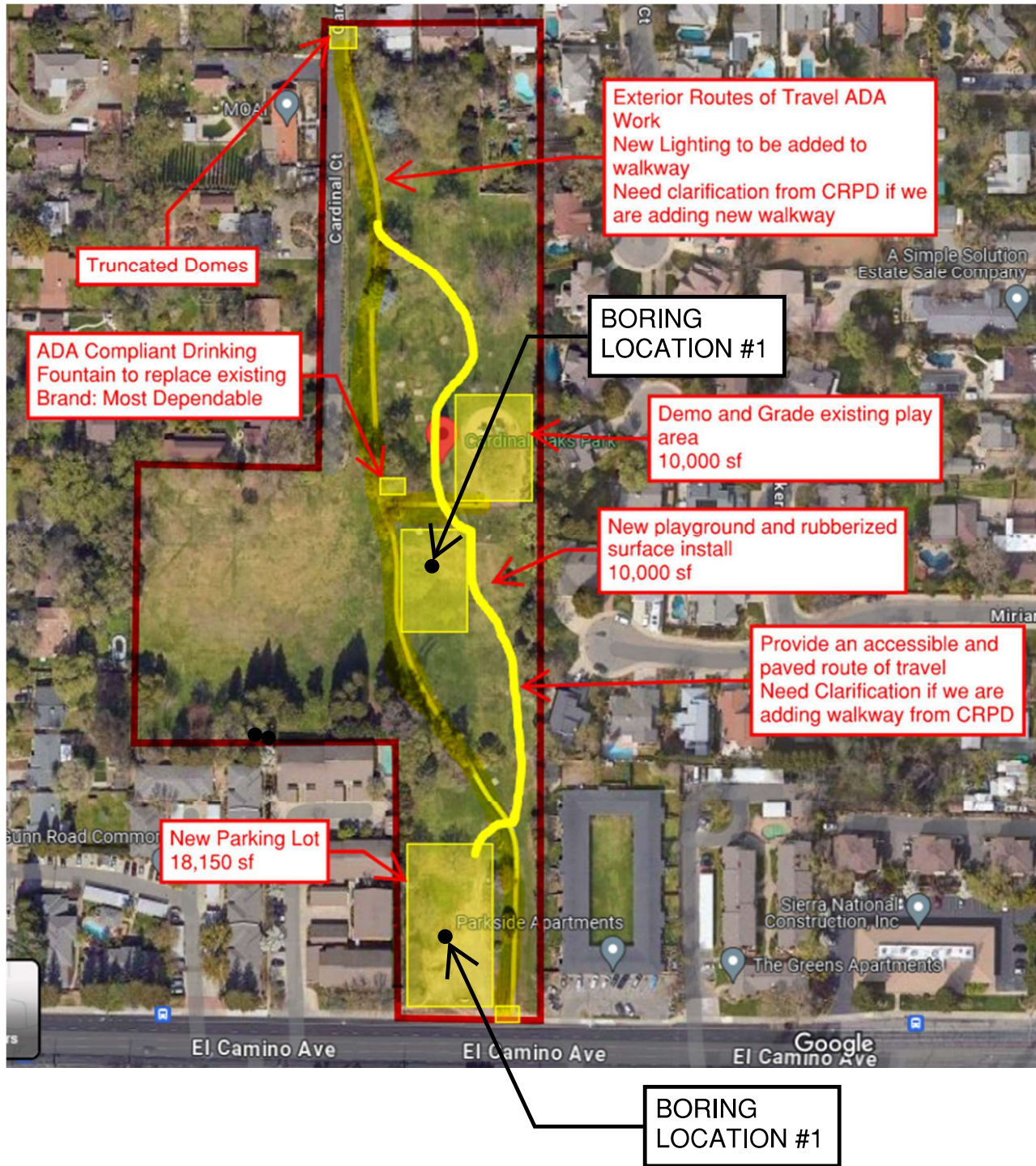
Canopy Area Roofing repair (9,700 sqft)  
Conduit to either workaround or replace



EXHIBIT A - BORING LOCATIONS

Carmichael Recreation and Park District

Cardinal Oaks Park Site Plan





# EXHIBIT A - BORING LOCATIONS

## Carmichael Recreation and Park District

