



**Request for Proposals/Qualifications**

**For**

**Renovation of Bohemian Park Project  
Environmental, Architectural, and  
Landscape Architectural  
Services**

**Date of Issuance: June 18, 2024**

**Fulton-El Camino Recreation and Park District  
2201 Cottage Way  
Sacramento, CA 95825**

**NOTICE  
REQUEST FOR PROPOSALS/QUALIFICATIONS**

**Renovation of Bohemian Park Project  
Environmental, Architectural, and Landscape Architectural Services**

Notice is hereby given that sealed proposals will be received at the Fulton El-Camino Recreation and Park District's main offices, until **July 29, 2024, at 5:00pm** local time, for furnishing all labor, materials and equipment, and performing all work necessary and incidental to:

**Prepare environmental, architectural, and landscape architectural services for renovation of Bohemian Park at an existing park facility site including construction of a new community center building, a dog park, group picnic areas, walking path with fitness stations and restroom; replacement of existing playgrounds; repurposing of basketball courts and tennis courts; and other ancillary/infrastructure improvements including but not limited to irrigation and landscaping improvements, parking, and exterior electrical upgrades**

in accordance with the Fulton-El Camino Recreation and Park District plans, specifications, and contract documents.

Proposals shall be delivered and addressed to:

**Fulton-El Camino Recreation and Park District  
Attn: Emily Ballus  
2201 Cottage Way  
Sacramento, CA 95825**

Proposals shall be labeled on the outside envelope, **Renovation of Bohemian Park Project Environmental, Architectural, and Landscape Architectural Services**, and **July 29, 2024**. Any Proposer who wishes his proposal to be considered is responsible for making certain that his proposal is received in the Park District's offices by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Submittal Deadline will be returned unopened.

Pre-Proposal Conference. A pre-proposal conference will be held at **10:00am July 8, 2024, at Bohemian Park, located at 3131 Wright Street, Sacramento, CA 95825**. **You do not have to attend the conference to submit a proposal.**

Contact: For more information regarding this Request for Proposal, please contact **Emily Ballus** at **(916) 927-3802** or **eballus@fecnprpd.com**.

Additional RFP/Q information may be obtained at [www.fecnprpd.com/rfps-rfqs](http://www.fecnprpd.com/rfps-rfqs).



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Emily Ballus, General Manager

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### EXHIBITS

- A. Aerial Photo of Bohemian Park
- B. Bohemian Neighborhood Park 2021 Park Expansion & Renovation Master Plan
- C. Prop 68 Grant Application – Grant Scope/Cost Estimate Form

## **Section A - BACKGROUND INFORMATION**

### *Fulton-El Camino Recreation and Park District*

Formed in 1956 as a Recreation and Parkway District, the Fulton-El Camino (FEC) Recreation and Park District was established to provide land and recreation opportunities for the growing suburb of Sacramento County. The name was officially changed to Fulton-El Camino Recreation and Park District in 1958. The District was established and still operates under the authority of the Public Resources Code, Section 5780.

The District is an independent, special, recreation and park district governed by a five-member, elected Board of Directors. The Board creates policy for the district and employs a General Manager, who in turn hires the staff that operate the programs and maintenance of the parks and facilities.

Currently the district comprises 80 acres of developed parkland and two undeveloped acres. Facilities and services provided by the District include:

- Swimming Pool at Cottage Park
- Two Community Centers
- Two Lighted and One Non-Lighted Ball Field
- Two Lighted Sand Volleyball Courts
- Playgrounds
- Picnic Facilities
- Nature Area with interpretive trail
- Spray Park located in Seely Park
- Park Police Program
- Before and After School Programs
- Special Events, Camps, and Sports Activities
- Full Park Maintenance and Building Support Services
- Numerous open play areas and more than 2,000 trees

### *Bohemian Neighborhood Park*

The 8.20-acre Bohemian Neighborhood Park currently consists of a gazebo, playground, tennis and basketball courts, picnic tables and barbecues, a free play area, creek, and street parking. The picnic areas and gazebo are available to the public to rent. See Exhibit A for an aerial photo of the park.

Bohemian Neighborhood Park is primarily a non-permitted/passive use park. Park users are namely residents of the surrounding community, including older, well-established residences, as well as members of the Afghan community and other racial and ethnic minority groups contribute to the neighborhood's diversity. Residents participate in non-permitted/passive uses such as informal/family sports activities (i.e., drop in use of the basketball court and tennis court, soccer, playing catch), picnicking, and walking.

Sacramento County recently named the area one of three environmental justice communities where inequities create public health risks due to lack of safe physical activity opportunities, healthy food access, and safe public facilities. As a result of these influences, the community is challenged by increasing poverty, multi-family low-income apartment living spaces which do not offer recreational or outdoor amenities. The closest elementary school, Dyer-Kelly, located one block from the park, has 98 percent of its students eligible for free and reduced priced meals indicating the high level of economically challenged youth in the area.

This project is designed to provide our highly disadvantaged community with facilities and park amenities that affluent communities have, help level the playing field, and eliminate inequities and barriers our community experiences in access to park amenities, public community centers, and recreational programming that are safe, current, and without decay or blight.

#### *Project Efforts to Date*

In 2020, FEC contracted with the Melton Design Group (MDG) to assist FEC in conducting community input meetings. As a result of the meetings, MDG developed a Bohemian Neighborhood Park 2021 Park Expansion & Renovation Master Plan (Exhibit B).

Subsequently, FEC submitted a successful Prop 68 grant application in the amount of \$6,445,610 to the California Department of Parks and Recreation in early 2021. New construction of a community center, along with a variety of new and renovated elements at Bohemian Neighborhood Park, were itemized and estimated costs submitted (See Exhibit C) in the grant application. An additional \$4,000,000 has been designated for the project by former Assemblymember Ken Cooley in the 2021-22 state budget. Thus, in total, funding is \$10,445,610, including pre-construction costs. Although FEC is currently seeking additional grants and funding sources, FEC has limited funding for the project outside of this amount; thus, it is critical the successful proposer provides accurate estimated costs of construction at the 60% construction drawings and final construction drawings phases.

In February 2022, FEC contracted with Mogavero Architects to develop ideas regarding a new community center. Conceptually, the new community center will feature a multipurpose dual recreational sports court and event space, a multiuse studio, a catering kitchen, meeting rooms, and share cubicles for partner usage. The court can be used for sporting activities, afterschool and camp programming, and special or community events. The studio will be programmed for senior activities and daily classes, while the kitchen can be used for cooking classes and catering for special events. Two storage rooms, restrooms, District office space, and the lobby round out the facility offerings.

## *Goals of the Project*

This project is intended to provide our highly disadvantaged community with facilities and park amenities that affluent communities have, help level the playing field, and eliminate inequities and barriers this community experiences in access to park amenities, public community centers, and recreational programming that are safe, current, and without decay or blight.

The project is intended to benefit the community with new and improved recreational and educational opportunities, increase community pride, and encourage and enhance cross-cultural interplay that takes place in the park. Additionally, the project is intended to upgrade the existing environmental aspects of the park through various measures, including, but not limited to, enhanced native plantings and improved infrastructure.

The project is intended to be fully constructed and complete by June 2028.

## **Section A – GENERAL SCOPE OF WORK**

The District requests the services of a design team to:

### INITIAL COLLABORATIONS

- Conduct a kickoff meeting with District staff, Sacramento County Planning, Sacramento Municipal Utility District (SMUD), and others to establish schedules, submission milestones, and responsibilities; set goals and objectives of the project, including visions, product specifications, grant compliance, and budget.
  - Develop/refine existing Bohemian Neighborhood Park 2021 Park Expansion & Renovation Master Plan (Exhibit B)

### ENVIRONMENTAL ANALYSIS

- Provide complete environmental analysis, review, and approval under the California Environmental Quality Act (CEQA).
  - Perform Initial Study.
  - Scope of work shall assume a Mitigated Negative Declaration (IS/MND) will be the appropriate CEQA document.
  - Utilize existing information, coordinate with applicable regulatory agencies, conduct appropriate outreach meetings, prepare and process appropriate environmental technical studies and documents for a Mitigated Negative Declaration for, as a result of the initial collaborations, the refined Bohemian Neighborhood Park 2021 Park Expansion & Renovation Master Plan.
  - Write Project Description.
- Prepare and process permit applications with appropriate regulatory agencies.
- Make presentations as necessary to legislative bodies and the public as coordinated with District staff.

### CONSTRUCTION DRAWINGS

- After all environmental approvals have been secured, prepare construction drawings for bidding purposes.
  - Meet with District staff to design specific areas.

- Provide site analysis efforts through survey, appropriate geotechnical investigation, and coordination with existing utilities.
- Provide design development and construction document design and production services for the architectural, grading, landscaping, irrigation, site amenities, and other similar park improvements that comply with all applicable Federal, State, and Local regulations.
- Prepare 60% construction drawings for review by District staff and incorporate comments, permit conditions, mitigation measures, etc.
  - Provide estimated costs of construction.
- Prepare 90% construction drawings for review by District staff and incorporate comments, permit conditions, mitigation measures, etc.
- Prepare final construction drawings for bidding purposes.
  - Provide final estimated costs of construction.
- Develop with District staff bid packages and provide bidding assistance.
- Make presentations as necessary to legislative bodies and the public as coordinated with District staff.

## CONSTRUCTION

- Assist the District in securing necessary permits.
- Attend pre-construction conference with District staff, successful bidder, and others.
- Provide construction administration services, including onsite visits/inspections, respond to requests for information (RFI) and other project design needs, assist in developing work directives onsite, and review of submittals.
- Provide final as-built plans and provide necessary documentation to close all regulatory permits associated with project construction.

## **Section B - INSTRUCTION TO PROPOSERS**

### **PROPOSAL REQUIREMENTS**

**Requirement to meet all provisions. Each individual or firm submitting a proposal (Proposer) shall meet all of the terms and conditions specified in this Request for Proposal/Qualifications (RFP/Q). By virtue of its proposal submittal, the Proposer acknowledges agreement with the acceptance of all provisions of the RFP/Q specifications.**

**Each proposal should contain the following:**

- A. Cover Letter
- B. Explanation of how Proposer views assignment

Proposer must describe in detail how he will meet the requirements of this RFP/Q and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposal should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP/Q instructions, responding to the RFP/Q requirements, and providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposals must include all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, and lease purchase agreements. The omission of these documents renders a proposal nonresponsive. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

The District is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP/Q are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the District.

- C. Preliminary sketches and renderings of your ideas for the proposed improvements.
- D. Tentative schedule by phase and tasks to be completed.
- E. Estimated hours for Proposer staff in performing each phase of the work, including sub-consultants.



F. Services and data to be provided by Fulton El-Camino Recreation and Park District.

G. Proposer Qualifications

Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Proposer's experience shall be set forth and submitted. It is the intention of the Fulton-El Camino Recreation and Park District to award a contract to the Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the Fulton-El Camino Recreation and Park District will weigh the evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude, comparable difficulty, and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the documents. To this end, each Proposal shall be supported by a statement of the Proposer's experience on a document entitled "Proposer's Experience" and incorporated as part of the contract.

Firms wishing to be considered for this assignment must meet and/or provide the following criteria/information.

H. Proposer's Background

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of company offices.
- c. Location of the officer servicing any California accounts.
- d. Number of employees both locally and nationally.
- e. Locations from which employees will be assigned.
- f. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP/Q.
- g. Company background/history and why Proposer is qualified to provide the services described in this RFP/Q.
- h. Length of time Proposer has been providing services described in this RFP/Q. Please provide a brief description.
- i. Resumes for key staff to be responsible for performance of any contract resulting from this RFP/Q.
- j. Proposer's bank of record.

Proposer must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures and any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The Fulton-El Camino Recreation and Park District reserves the right to reject any proposal based upon the Proposer's prior history with the Fulton-El Camino Recreation and Park District or with any other party which documents, without

limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones, or other contractual failures.

I. Client References

Proposer is required to provide a relevant list of client references. A minimum of three references from similar projects performed for any local government clients within the last three years should be provided. Information provided shall include:

- a. Client name, address, telephone number, email address. If client is not a local government, please indicate the type of business.
- b. Type of service provided to client.
- c. Project description.
- d. Project dates (starting and ending).
- e. Technical environment (CAD, 3D visualization, etc.).
- f. Staff assigned to reference engagement that will be designated for work per this RFP/Q.
- g. Discuss final outcome, how used by client, and long-term impact.
- h. Client project manager name and telephone number.

J. Certificate of Insurance – see note under insurance requirements.

K. Non-collusion Affidavit (form attached).

L. Compensation.

Maximum Payment and Rate

**Provide an estimate of cost to complete the plans. Provide an estimate for each phase of work. Include breakdown of hourly rates for each staff member, reimbursable, and maximum anticipated cost of plan preparation.**

M. Any other information which would assist District in making this contract award decision.

## PROPOSAL REVIEW AND AWARD SCHEDULE

The following is an outline of the anticipated schedule for proposal review and contract award:

### Proposal Process

Possible finalist interviews	Beginning of August 2024
Finalize staff recommendation	Middle of August 2024
Award contract at District Board meeting	End of August 2024
Execute contract	Beginning of September 2024
Begin work	Middle of September 2024

## **PROPOSAL REVIEW AND AWARD PROCESS**

PROPOSAL REVIEW PROCESS, AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the Fulton-EI Camino Recreation and Park District. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The Fulton-EI Camino Recreation and Park District reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The Fulton-EI Camino Recreation and Park District shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the Fulton-EI Camino Recreation and Park District after all factors have been evaluated.

### Phase 1 – Written Proposal Review/Finalist Candidates Selection

A group of finalist candidates (generally the top 3 to 5 proposers) may be selected for follow-up interviews and presentations.

### AWARD EVALUATION CRITERIA

Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

- a. Understanding of work required by Fulton-EI Camino Recreation and Park District.
- b. Proposed approach in completing the work.
- c. Quality, clarity, and responsiveness of proposal.
- d. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation.
- e. Number of years of experience the Proposer has in this type of business and with accounts of this size.
- f. Demonstrated competence.
- g. Experience in performance of comparable work or delivery of comparable goods.
- h. Reasonableness of cost.
- i. Conformance with the terms of this RFP/Q.

The Evaluation Committee may also contact and evaluate the Proposer's and subcontractor's references, contact any Proposer to clarify any response, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of the Fulton-EI Camino Recreation and Park District.

Discussions may, at the Fulton-EI Camino Recreation and Park District's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and

written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing Proposers.

### Oral Presentations/Interviews and Consultant Selection

Finalist candidates may be invited to make a presentation to the Evaluation Committee and answer questions about their proposal. The purpose of this second phase is two-fold: to present the design concept and to clarify and resolve any outstanding questions or issues about the proposal. After evaluation of the proposals and discussing them further with the finalists or tentatively selected contractor, the District reserves the right to further negotiate the proposed workscope and/or method and amount of compensation.

Contract award will be based on a combination of factors that represent the best overall value for completing the workscope as determined by District including: the written proposal criteria described above, results of background and reference checks, results from the interviews and presentation phase, and proposed compensation.

A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Fulton-El Camino Recreation and Park District may negotiate a contract with the next highest scoring Proposer or withdraw the RFP/Q.

## **INSTRUCTIONS TO PROPOSER**

**ACCEPTANCE PERIOD.** Unless otherwise specified herein, proposals are firm for a period of ninety (90) days.

**ADDENDA ACKNOWLEDGMENT.** Each proposal shall include specific acknowledgment of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as nonresponsive.

**AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the Fulton-El Camino Recreation and Park District, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the Fulton-El Camino Recreation and Park District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

**AWARD AND PROPOSAL RETENTION.** District reserves the right to retain all proposals for a period of 90 days for examination and comparison. District also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, and to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

**CANCELLATION OF SOLICITATION.** The Fulton-El Camino Recreation and Park District may cancel this solicitation at any time.

**COMPLIANCE WITH LAWS.** All proposals shall comply with current federal, state, and other laws relative thereto.

**CONTRACT DOCUMENTS, EXAMINATION OF.** It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment, and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him of any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the Fulton-El Camino Recreation and Park District may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

COPIES OF REPORTS AND INFORMATION. If the District requests additional copies of reports, drawings, specifications or any other material in addition to what contractor is required to furnish in limited quantities as part of the work or services under these specifications, contractor shall provide such additional copies as requested, and District shall compensate the Contractor for costs of duplicating of such copies at contractor's direct expense.

DEFINITION OF TERMS. For the purposes of this RFP/Q, the following definitions will be used:

- a. **Contractor.** Same as Successful Proposer.
- b. **Evaluation Committee.** An independent committee established by the Fulton-El Camino Recreation and Park District to review, evaluate, and score the proposals, and to recommend award to the Proposer that submitted the proposal determined by the committee to be in the best interest of the District.
- c. **May.** Indicates something that is not mandatory but permissible.
- d. **Must/ Shall.** Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed nonresponsive and not be considered for award.
- e. **Proposer.** The person or firm making the offer.
- f. **Proposal.** The offer presented by the Proposer.
- g. **RFP/Q.** Acronym for Request For Proposals/Qualifications.
- h. **Should.** Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
- i. **Submittal Deadline.** The date and time on or before all proposals must be submitted.
- j. **Successful Proposer.** The person, contractor, or firm to whom the award is made.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Fulton-El Camino Recreation and Park District may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal nonresponsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents To Be Returned" and attached hereto.

EXECUTION OF CONTRACT. Time is of the essence of this contract. The Successful Proposer/Contractor shall execute the contract, including but not limited to, signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the

Fulton-El Camino Recreation and Park District executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the Fulton-El Camino Recreation and Park District may, at its option, consider that the Proposer has abandoned the contract, in which case the Proposal Security Bond shall be forfeited by the Proposer and become the property of the Fulton-El Camino Recreation and Park District. After the contract has been executed, including the insurance documents, certificates, and bonds, a Notice to Proceed will be issued. Proposer agrees to commence work within ten (10) working days after the date of the Notice to Proceed, to proceed with the work and fully complete the project (within number of completion days allowed) from the date of the Notice to Proceed.

EXPERIENCE AND COMPETENCY. The Successful Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Proposer shall also have no less than **(eight) (8)** years' experience in the magnitude and character of the work proposal. Each Proposer shall set forth his experience on the form entitled Proposer's Experience and submit it with his proposal. It is the intention of the Fulton-El Camino Recreation and Park District to award a contract to a Proposer who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the Fulton-El Camino Recreation and Park District will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work specified in the contract documents.

FIRM PRICE PERIOD. Proposers' offer shall remain open and firm for a period of not less than ninety (90) calendar days from the Submittal Deadline.

FORMATION OF CONTRACT. Proposer's signed proposal and District's written acceptance shall be incorporated into a binding contract.

INDEPENDENT CONTRACTOR. Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of Fulton-El Camino Recreation and Park District. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of Fulton-El Camino Recreation and Park District.

INFORMED PROPOSER. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INSURANCE REQUIREMENTS. The Contractor shall provide proof of insurance in the form, coverages, and amounts specified in the sample Professional Services Agreement of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

INTERPRETATION OF CONTRACT DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to the Fulton-EI Camino Recreation and Park District a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered via email to Emily Ballus at [eballus@fecrpd.com](mailto:eballus@fecrpd.com), at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the Fulton-EI Camino Recreation and Park District considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties recorded by the Fulton-EI Camino Recreation and Park District as having received contract documents.

All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer to ensure the Fulton-EI Camino Recreation and Park District has their correct business name and address on file. Any prospective Proposer who obtained a set of contract documents from anyone other than the Fulton-EI Camino Recreation and Park District is responsible for advising the Fulton-EI Camino Recreation and Park District that they have a set of contract documents and wish to receive subsequent Addenda.

NOMENCLATURES. The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the District enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Non-Collusion Affidavit with their Proposals. See attached Affidavit.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal. However, an individual or business entity which has submitted a sub-proposal to a Proposer submitting a proposal, or who has quoted prices on materials to such Proposer, is not thereby disqualified from submitting a subproposal or from quoting prices to other Proposers submitting proposals.

OPENING OF PROPOSALS. All proposals, irrespective of irregularities or informalities, will be opened at the time stipulated in the RFP/Q document, this is not a public opening. A tally of the names will be performed and may be released upon request. ***No other information will be released until after the award.***



- a. Postponement of Opening. The Fulton-EI Camino Recreation and Park District reserves the right to postpone the Submittal Deadline and Opening of Proposals any time before the date and time announced in the Request For Proposals or subsequent addenda.

OWNERSHIP OF MATERIALS. All original drawings, plan documents, and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become permanent property of District and shall be delivered to District upon demand.

PAYMENT TERMS. District's payment terms are 30 days from receipt of an original invoice and acceptance by District of the materials, supplies, equipment, or services provided by the contractor (Net 30).

PRICE DISCREPANCIES. In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern, and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

PRICES. All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative.

Proposal prices shall include everything necessary for the completion of and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses, and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents. The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public, and any necessary "cleanup" that is required to restore the work site to a satisfactory condition. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Proposer shall furnish a price for all proposal items in the schedule, and failure to do so will render the proposal nonresponsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

## PROPOSAL FORMS

- a. Copies. One original and **five (5)** copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original proposal marked "MASTER" and all

required identical copies. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

- b. Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the District reserves the right to use the original as the Master. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the District.

PROPOSAL DEADLINE. Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Proposer unopened.

PROPOSAL MODIFICATIONS. Any Proposer who wishes to make modifications to a proposal already received by the Fulton-EI Camino Recreation and Park District must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

PROPOSAL OPENING AND RESULTS. Proposals will not be opened publicly. A list of proposers will be compiled and will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

PROPOSAL PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Prices shall be stated in units and offers made separately on each item. In case of conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

PROPOSAL RECEIVED LATE. Late proposals will not be accepted and will be returned to Proposers unopened.

PROPOSAL REJECTION OF. The District reserves the right to reject any or all Proposals or any part of a Proposal. The District reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the District or any other governmental agency. The District expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the Fulton-EI Camino Recreation and Park District.

PROPOSAL RESULTS. It is not the policy of the District to provide RFP/Q results in response to telephone inquiries.

PROPOSAL SUBMITTAL. Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP/Q number, and Submittal Deadline.

Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL. A Proposer may withdraw proposal, without prejudice prior to the time specified for the proposal opening, by the Proposer's authorized representative submitting a written request received before the Submittal Deadline to **Emily Ballus** to withdraw, in which event the proposal will be returned to the Proposer unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered.

PROPOSER IS SOLE POINT OF CONTACT. The Successful Proposer will be the sole point of contact. The District will look solely to the Successful Proposer for the performance of all contractual obligations which may result from an award based on this RFP/Q, and the awarded Proposer shall not be relieved for the nonperformance of any or all subcontractors.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing via email to **Emily Ballus** at **eballus@fecrpd.com** at least ten (10) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by the District will be sent in writing to all known proposal holders.

RELEASE OF REPORTS AND INFORMATION. Any reports, information, data, or other material given to, prepared by or assembled by Contractor as part of the work or services under these specifications shall be the property of District and shall not be made available to any individual or organization by Contractor without the prior written approval of District.

SELL OR ASSIGN. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the District.

SIGNATURES. An individual who is authorized to bind the Proposer must sign the proposal.

SUBMITTAL DEADLINE. **The Submittal Deadline is July 29, 2024. Proposals must arrive at the Fulton-El Camino District Office addressed to Emily Ballus, 2201 Cottage Way, Sacramento, CA 95825, by July 29, 2024, at 5:00pm local time.**

SUBMITTAL METHOD. Proposals must be submitted in sealed envelopes and should be properly identified with the Proposal number and the Submittal Deadline. Telephone, telegraphic, facsimile, electronic, and late Proposals will not be accepted nor considered unless otherwise specified herein. It is the responsibility of Proposers to see that their Proposals have sufficient time to be received by the Fulton-El Camino District Office before the Submittal Deadline. The District will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received before the opening of the proposals.

TAXES. Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the Fulton-El Camino Recreation and Park District from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for said taxes.

TERMS OF THE OFFER. The District reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP/Q together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the District during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP/Q, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by the **Emily Ballus** before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety (90) days from the date of opening. At no time may the successful Proposer(s) withdraw his Proposal.

## **RULES FOR SUBMITTING PROPOSALS**

- a. **Submittal Deadline.** Proposals must arrive in the **Fulton-El Camino Recreation and Park District offices, 2201 Cottage Way, Sacramento, CA 95825**, by the Submittal Deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein.
- b. **Responsibility.** Proposers are solely responsible for ensuring that their proposals are received by the District in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request For Proposals. Deliveries made before the Submittal Deadline but to the wrong District office will be considered nonresponsive unless re-delivery is made to the office specified before the Submittal Deadline.
- c. **Extension of Submittal Deadline.** The District reserves the right to extend the Submittal Deadline when it is in the best interest of the District.
- d. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
- e. **Late Proposals.** The Submittal Deadline IS FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned to the Proposer unopened.

- f. **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Proposer.
- g. **Sealed Proposal.** Proposals MUST BE sealed upon submittal (e.g., sealed envelope, package, box, etc.)

## Section C - TERMS AND CONDITIONS

ACTIVITY REPORTS: The Successful Proposer shall provide monthly activity reports addressing project status, significant accomplishments during the reporting period, problems affecting cost and schedule, and recommendations for resolutions. Reports are due on the fifth working day of the following month and will show progress through the end of the subject month.

AFFIRMATIVE ACTION. The Fulton-EI Camino Recreation and Park District hereby notifies all Proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing the proposals for award of contract.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, successful Proposer may not assign, transfer, or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the District.

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 attorney's fees and costs.

AUDIT. District shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to District as a condition precedent to any payment to contractor.

AUTHORITY OF THE DISTRICT. Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the work, materials, and supplies for which payment is to be made under this contract. The District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT. **Without** cause, the District may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. **With cause**, the District may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to supply the materials, equipment, or service specified within the time allowed or within the terms, conditions, or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the District.

CHANGES IN WORK. The District may, at any time work is in progress, by written order make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the District may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the District. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

**COMPLETION TIME AND WORK SCHEDULE.** Contractor must receive the District's approval of the site plan and elevations before completing the working drawings. Proposer should include in the planning process several key checkpoints with the District in order to ensure adequate communication and approvals.

**COMPLIANCE WITH LAWS.** All Proposals shall comply with current federal, state, local and other laws relative thereto.

**CONTRACT ASSIGNMENT.** The contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the District.

**CONTRACT INCORPORATION.** This contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP/Q solicitation, all addenda, all of Proposer's successful submittals, supplemental agreements, change orders, any required bond(s), and any and all written agreements which alter, amend, or extend the contract.

**FORCE MAJEURE.** If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

**FORMATION OF CONTRACT.** Proposer's signed offer (Proposal) and District's written acceptance shall constitute a binding contract to be incorporated into a standard District Contract.

**FISCAL FUNDING OUT PROVISION.** In the event that the Fulton-El Camino Recreation and Park District Board of Directors does not appropriate funds for the continuation of this agreement for any fiscal year, after the first fiscal year, this agreement may be terminated. The amount payable under this agreement shall be limited to amounts appropriated by the Board of Directors for this purpose during any fiscal year. The District shall not be required to make additional lease and/or maintenance payments and those ancillary contracts (purchase orders) shall be terminated accordingly. The District shall notify the contractor of its intention to terminate at the earliest possible time.

**HOLD HARMLESS AND INDEMNIFICATION.** The contractor agrees to defend, indemnify, protect and hold District and its elected officials, agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the contractor's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the contractor, its agents, officers or employees in performing the work or services herein, and all expenses of investigating and defending against same; provided however, that the

Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of District, its agents, officers or employees.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the County of Sacramento, in the State of California. The parties further stipulate that the County of Sacramento, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PAYMENT OF TAXES. The contract prices shall include full compensation for all taxes which the Contractor is required to pay.

PERFORMANCE OF WORK/SCHEDULE. (1) Proposer shall submit a task summary that indicates how the Proposer plans to perform the working drawings and specifications of the proposed work; (2) Proposer shall plan and schedule work so that it is accomplished in a timely manner and properly supports the project schedule; and (3) Proposer shall ensure that the schedule provides specific milestones for completion of various phases of the project.

PRE-PROPOSAL MEETING. A pre-proposal meeting has been scheduled for all prospective Proposers. The meeting will be held at **10:00am on July 8, 2024, at Bohemian Park, located at 3131 Wright Street, Sacramento, CA 95825.** This meeting has been scheduled to provide Proposers with the opportunity to become familiar with the parameters of this Request for Proposal/Qualifications and to provide an opportunity to have general questions answered regarding the project proposal. Before the meeting, Proposers are invited to tour the area to become familiar with the project area.

PRESERVATION OF DISTRICT PROPERTY. The Contractor shall provide and install suitable safeguards, approved by District, to protect District property from injury or damage. If District property is injured or damaged as a result of the contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.

PROGRESS MEETINGS. During the course of work, the Successful Proposer may be required to attend and participate in progress review meetings. There will be working meetings and the number of people and time involved will be held to a minimum.

PROPRIETARY INFORMATION. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the District for honoring such a designation. The failure to so label any information that is released by the District shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the District, the District will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.



SEVERABILITY. If any provisions, or portion of any provision, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "RFP/Q specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited to*, the Request For Proposals/Qualifications, Instructions To Proposer, Terms and Conditions, Detailed Specifications or Scope of Work, Proposal form, Special Provisions, Proposed Equipment and Material Manufacturers form, Experience Statement, Subcontractor's List, Workers Compensation Insurance Certificate, Contractor Guaranty statement, and Proposal Security Bond.

SUBCONTRACTOR AGREEMENT TO TERMS OF THIS SOLICITATION. A proposal submitted in response to this RFP/Q must identify all subcontractors and outline the contractual relationship between the awarded Proposer and each subcontractor.

It is the Proposer's responsibility to ensure that an official of each proposed subcontractor signs a statement to the effect that the subcontractor has read and will agree to the terms of any contract resulting from this solicitation. Subcontractor's agreement shall be included as part of the proposal submitted in response to this RFP/Q.

WORK DELAYS. Should the contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of District, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arise out of defense or war programs, then the time of completion may, at District's sole option, be extended for such periods as may be agreed upon by District and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, District may, at the time of acceptance of work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

If the Contractor has not performed the work or cured the deficiency within the 10 (ten) days specified in the notice, such failure shall constitute a breach of the contract and District may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received District's Notice of

Termination, minus any offset from such payment representing District's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the contractor shall be based solely on District's assessment of the value of the work-in-progress in completing the overall workscope.

District reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in District's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the contractor be entitled to receive in excess of the compensation quoted in its proposal.

**Section D - NON-COLLUSION AFFIDAVIT FORM**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH PROPOSAL**

**State of California**

**County of \_\_\_\_\_**

**I, \_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.**

**Bidder \_\_\_\_\_**

**By \_\_\_\_\_**

**Title \_\_\_\_\_**

**Organization \_\_\_\_\_**

**Address \_\_\_\_\_**

\_\_\_\_\_

**Section E - FORM OF AGREEMENT**

Project Name \_\_\_\_\_

**AN AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE FULTON-EL CAMINO RECREATION AND PARK DISTRICT  
AND**

\_\_\_\_\_

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **FULTON-EL CAMINO RECREATION AND PARK DISTRICT**, a municipal corporation (herein referred to as "District"), and \_\_\_\_\_, (herein referred to as "Consultant").

The District and Consultant agree as follows:

**1. RETENTION AS CONSULTANT**

District hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by Consultant are as follows:

Professional \_\_\_\_\_ services in conjunction with the \_\_\_\_\_  
\_\_\_\_\_. Services shall include  
\_\_\_\_\_  
\_\_\_\_\_

and that work, as more particularly set forth in the Scope of Work, attached as Exhibit "A" and incorporated herein. The Consultant shall deliver to the District \_\_\_\_\_ copy(ies) of the \_\_\_\_\_ ("deliverables").

**3. COMPENSATION AND PAYMENT**

**(a) Maximum and Rate.** Except for authorized extra services (pursuant to Section 4), the total compensation payable to Consultant by District for the services under this Agreement **SHALL NOT EXCEED** the sum of \$\_\_\_\_\_ (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to the Consultant for those expenses set forth in Consultant's Schedule of Fees marked Exhibit "B", attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant until \_\_\_\_\_, 200\_, after which any change in said rates and expenses must be approved in writing by the District's Project Manager (District is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due the Consultant for all work described under this Agreement.

**(b) Payment.** All payments shall be made within 30 days after the Consultant has provided the District with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the District's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification).

**4. EXTRA SERVICES**

District shall pay Consultant for those District authorized extra services, not reasonably included within the services described in Section 2, such amounts as mutually agreed to in advance. Unless the District and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit.

**5. DISTRICT PROJECT MANAGER AND SERVICES BY DISTRICT**

The services to be performed by the Consultant shall be accomplished under the general direction of, and coordinate with, the District's "Project Manager", as that staff person is designated by the District from time to time, and who presently is \_\_\_\_\_.

The District shall perform the following services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**6. PROGRESS AND COMPLETION; DELAY DAMAGES**

Consultant shall commence work on the services to be performed upon receiving written authorization to proceed with the work provided by the District's Project Manager.

All services shall be completed within \_\_\_\_\_ calendar days following the notice to proceed in accordance with the following schedule as to any phases of the work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Time is of the essence for this Agreement. The parties agree that for each and every day that any portion of the services remains uncompleted after the time fixed for completion, damage will be sustained by the District. Liquidated damages in the amount equal to 1% of the total maximum compensation to Consultant will be imposed for each day that the report or plans are delayed beyond the above completion date due to circumstances within the Consultant's control.

**7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, shall become the property of the District upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Consultant. If requested by the District, all, or the designated portions of such, shall be delivered to the District. The District agrees to hold the Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Consultant is first obtained.

**8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services which are personal to the District. \_\_\_\_\_ are deemed to be specially experienced and are key members of, or employees of, the Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. One such key persons shall communicate with, and periodically report to, the District on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, the District may terminate this Agreement. The following portions of the work will be subcontracted out to other parties by the Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

This Agreement is not assignable by Consultant without the District's prior consent in writing.

**9. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for Consultant's Damages.** The Consultant holds the District, its elected officials, officers, and employees, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Consultant, to the Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of the Consultant's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Consultant is on District property, or which are connected, directly or indirectly, with the Consultant's performance of any activity or work required under this Agreement.

**(b) Defense and Indemnity of Third Party Claims/Liability.** Consultant shall investigate, defend, and indemnify the District, its elected officials, officers and employees, from any

claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, a negligent act, or omission of the Consultant or Consultant's contractors/subcontractors, or the willful misconduct of the Consultant or Consultant's contractors/subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

**(c) No Waiver.** The District does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the District, or the deposit with the District, of any insurance certificates or policies described in Section 10.

## **10. INSURANCE**

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry adequate insurance as determined by District to protect Consultant from claims under workers compensation acts. Consultant shall also, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry: (1) as determined by the District's Attorney, Professional Errors and Omissions insurance in the amount of \$ \_\_\_\_\_, with tail coverage for an extended reporting period of \_\_\_\_\_ years; and (2) General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. Except under its Professional Errors and Omissions policy, the District, its officers and employees, shall be named as additional insured. Consultant shall provide District with copies of certificates (on District certificate form or an Accord form as modified per District's attorney direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to District.

## **11. RELATION OF THE PARTIES**

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Consultant be considered an officer, agent, servant or employee of District. The Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

## **12. CORRECTIONS**

In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the District's review of the Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the District, and the cost thereof shall be charged to Consultant.

## **13. TERMINATION BY DISTRICT**

The District, by notifying Consultant in writing, may upon ten calendar days' notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by District to Consultant within 30 days following submission of a final statement by Consultant.

## **14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of the District from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of District's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by the District shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the District for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

## **15. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, the Consultant shall make available to a representative of the District for examination of all its records with respect to all matters covered by this Agreement and will permit District to audit, examine and/or reproduce such records. Consultant will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

## **16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect



to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

#### **17. CONFLICT OF INTEREST**

Consultant is unaware of any District employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any District employee or official.

If a portion of Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the District or with a District franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

#### **18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

#### **19. MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

#### **20. GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California.

#### **21. NONDISCRIMINATION**

The Consultant shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

**22. CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

**23. AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

**24. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

**25. PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**26. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO DISTRICT:            Attention: (Project Manager)  
                                  Fulton-El Camino Recreation and Park District  
                                  2201 Cottage Way  
                                  Sacramento, CA 95825

TO CONSULTANT: \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

**27. ADDITIONAL TERMS/CONDITIONS**

Additional terms and conditions of this Agreement are:

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In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

**CONSULTANT:**

\_\_\_\_\_  
By:  
Title:

**FULTON-EL CAMINO RECREATION AND  
PARK DISTRICT:**

\_\_\_\_\_  
General Manager

## **IMPORTANT NOTICE**

### **PROPOSALS DOCUMENTS TO BE RETURNED**

Please submit all forms that have been included in the packet to the best of your ability on or before the Submittal Deadline. Any additional forms needed can be provided once a contract is awarded.

- a. Proposer's Statement Regarding Insurance Coverage**
- b. Worker's Compensation Insurance Certificate**
- c. Experience Statement**
- d. Subconsultant List**
- e. Certificate of Compliance (insurance of sub-consultants)**
- f. Contractor's Nondiscriminatory Employment Certificate**

Failures to complete, sign (where required), and return the above proposal documents with your proposal may render it nonresponsive.

**PROPOSER'S STATEMENT  
REGARDING INSURANCE COVERAGE  
To Be Submitted With Proposal**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request For Proposals/Qualifications for Renovation of Bohemian Park Project - Environmental, Architectural, and Landscape Architectural Services. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Fulton-El Camino Recreation and Park District as Additional Insured for the work specified.

\_\_\_\_\_  
Name of Proposer (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Proposer's Authorized Representative

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

\_\_\_\_\_  
Date of Signing

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Name of Proposer (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Proposer's Authorized Representative

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

\_\_\_\_\_  
Date of Signing

**EXPERIENCE STATEMENT  
To Be Submitted With Proposal**

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

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

Description	Yr.	Amt.	Contact Name	Telephone
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____

## SUBCONSULTANT LIST

The following is a list of the subconsultants that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the Fulton-El Camino Recreation and Park District. Additional numbered pages outlining this portion of the Proposal may be attached to this page. **NOTE: Subconsultants' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of Proposals. Subconsultants' name, location, and item of work must be stated at the time of the Proposal.**

\_\_\_\_\_  
Proposer Name

<b>SUBCONSULTANTS LIST, Page 1</b> <i>All Subconsultants in excess of 1/2 of 1% of total Proposal must be listed.</i>		
SUBCONSULTANT:		ITEM OF WORK:
LOCATION/ADDRESS:		
<b>LICENSE NO. _____</b> <b>CLASS: _____</b>	<b>EXPIRATION DATE:</b> / /	<b>PHONE:</b> ( )
SUBCONSULTANT:		ITEM OF WORK:
LOCATION/ADDRESS:		
<b>LICENSE NO. _____</b> <b>CLASS: _____</b>	<b>EXPIRATION DATE:</b> / /	<b>PHONE:</b> ( )
SUBCONSULTANT:		ITEM OF WORK:
LOCATION/ADDRESS:		
<b>LICENSE NO. _____</b> <b>CLASS: _____</b>	<b>EXPIRATION DATE:</b> / /	<b>PHONE:</b> ( )



# **EXHIBIT A**



# **EXHIBIT B**



SOCIAL GATHERING & EVENT SPACE

CEREMONY

COMMUNITY CENTER

MULTI-PURPOSE COURTS

FUTSAL

PLAY MEADOW

BASKETBALL

KITE FLYING

PICKLEBALL

CRICKET

# BOHEMIAN NEIGHBORHOOD PARK 2021

## PARK EXPANSION & RENOVATION MASTER PLAN

Arden-Arcade, CA

03/10/2021 #2402

**MDG**  
 MELTNER DESIGN GROUP

# **EXHIBIT C**

<b>GRANT SCOPE/COST ESTIMATE</b>		
Grant 1: Local Specified Grant from the CA State Budget 2021-22 (Assemblymember Cooley)		\$ 4,000,000
Grant 2: CA Parks and Recreation Prop 68 Recreational Features and Major Support Amenities in Prop 68 Grant outlined as follows:		\$ 6,445,610
1. Construct new community center, outdoor event patio, community garden, permeable parking, hardscape and driveway.	\$ 3,650,000	
2. Construct new large and small dog parks with obstacle course, fence, and entry	\$ 140,000	
3. Construct new shade sails at the children and tot playgrounds	\$ 170,000	
4. Construct new large and small picnic areas, shelters, kabob BBQs and individual tables through out the site.	\$ 240,000	
5. Construct a new walking path, expanding on the old walking loop and connect to neighborhoods, with fitness stations, solar lighting, low fencing and seating throughout	\$ 440,000	
6. Renovate tennis courts to become multi-use/all-in-one pickleball, futsal and basketball courts with timed lighting.	\$ 462,000	
7. Construct new self-flushing restroom facility that includes two (2) individual stalls with separate door entrances, storage and permeable parking area.	\$ 465,000	
8. Construct new landscaping and irrigation for trees, natural shrubs, pollinator garden and native drainage.	\$ 90,000	
9. Renovate irrigation in turf meadow.	\$ 143,000	
<b>Total Cost for Recreation features and Major support amenities</b>	5,945,100	
<b>Total Estimate Pre-Construction Costs</b> (cannot exceed 25% of the grant)	500,510	
<b>Total Grant 2 Project Cost (A+B)</b>	<b>6,445,610</b>	
<b>Total Funding Available</b>		<b>\$ 10,445,610</b>