



## REQUEST FOR PROPOSAL

**TO: ALL PROSPECTIVE CONTRACTORS**  
**POSTING DATE: FEBRUARY 22, 2021**  
**BID DUE DATE: MARCH 8, 2021 BY 10:00 AM**  
**BID MGR: EILEEN ALCANICES, MANAGEMENT ANALYST**  
**PROJECT MGR: JASON RICKARD, PARK & GOLF OPERATIONS MANAGER**  
**PROJECT NAME: PM-21-026 ON-CALL POOL, WATER PLAY, AND SPRAYGROUND REPAIR SERVICES**

### **PROJECT DESCRIPTION**

The work to be performed under this contract includes the furnishing of all labor, materials, tools, equipment, transportation, incidentals and services necessary for on-call pool, water play, and sprayground repair services at District owned and/or maintained areas in Elk Grove, California. Some work is of a scheduled nature and other work is of an emergency nature. Service shall be provided by the Contractor on an as-needed basis.

### **PROJECT LOCATION**

Contractor to perform on-call repair services to swimming pools, water play, and spraygrounds located:

<b>Swimming Pools</b> (Hours of Operations may Vary)	
Wackford Community & Aquatic Complex	9014 Bruceville Rd., Elk Grove, CA 95758
Jerry Fox Swim Center	9950 Elk Grove-Florin Rd., Elk Grove CA 95624
Elk Grove Aquatics Center	9701 Big Horn Blvd., Elk Grove, CA 95758
<b>Spraygrounds</b> (Open May – September 10 AM – 8 PM)	
Morse Community Park	5540 Bellaterra Dr., Elk Grove, CA 95757
Derr-Okamoto Park	9550 Mainline Dr., Elk Grove, CA 95624
<b>Water Play</b> (Open May – September 10 AM – 8 PM)	
Backer Park	10400 Stathos Dr., Elk Grove, CA 95757
George Park	10493 Fossil Way, Elk Grove, CA 95757
Horseshoe Park	9800 Denali Cir., Elk Grove, CA 95757
Kammerer Park	8801 Upbeat Way, Elk Grove, CA 95757
Kunsting Park	10069 Wild Orchid Way, Elk Grove, CA 95757
Nottoli Park	10050 E. Taron Dr., Elk Grove, CA 95757
Oasis Park	8015 Poppy Ridge Rd., Elk Grove, CA 95757
Stephenson Park	5511 Dorsey Dr., Elk Grove, CA 95757
Wright Park	9370 Sierra River Dr., Elk Grove, CA 95624

## **COSUMNES COMMUNITY SERVICES DISTRICT**

The Cosumnes Community Services District (District) is an independent special district focusing on essential quality of life services including parks and recreation, fire protection and emergency medical services. The District is comprised of three departments: Administrative Services, Fire, and Parks and Recreation. The Request for Proposal (RFP) will focus on backflow devices in parks, streetscapes and facilities owned and/or managed by the Parks and Recreation Department.

The District serves the park and recreation needs of approximately 175,000 residents within a 157 square-mile jurisdiction that includes the City of Elk Grove and unincorporated areas of Sacramento County. Within the jurisdiction, the District maintains and operates 750 acres of parkland; 240 acres of landscaped medians, streetscapes and greenbelts; three aquatic complexes; three community centers; five recreation centers; two skate parks; three dog parks; 17 miles of trails; and a nine-hole golf course.

## **LICENSURE REQUIREMENTS**

Each Contractor shall be a licensed Contractor pursuant to the Business and Professions Code: **Boiler, Hot Water Heating and Steam Fitting Contractor (C4), Plumbing (C36), Pool and Spa Maintenance C61-D35, Swimming Pools (C53), or General Building (B).**

Contractors who are ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code are prohibited from submitting a Bid on this project.

## **TERMS OF AGREEMENT/EXTENSION**

- **Length of Service Contract:** The initial term of the Professional Service Agreement (PSA) will be for a twelve (12) month term. The District reserves the option to extend the contract for up to two (2) additional twelve (12) month periods, upon the same terms and conditions as provided in the PSA. The Contractor can propose a price increase, if desired. The contractor should include a cost schedule for years 1, 2 and 3 on the **Exhibit “B” Proposal Form**. The successful contractor shall commence work after the transmittal of a fully executed PSA, beginning **March 2021**.
- **Selection:** Upon selection, the Contractor will then receive the PSA and will be expected to execute the agreement within ten (10) business days of receipt. A completed W-9 shall accompany the executed agreement.
- The price proposed is firm for the Scope of Services and cannot be altered after receipt per the terms of this RFP.
- Contractors will be required to obtain, and maintain for the duration of the contract, insurance as described in this proposal.

## **SCOPE AND SCHEDULE OF SERVICES**

The District prefers that the Contractor be “on-call” on a 24-hour basis for any emergency that may occur, including weekends and holidays. Response time to emergencies and routine requests is expected to be timely and proposals will be reviewed based in part on the Contractor’s ability to provide such “on-call” service and by written commitment to respond timely to both scheduled and emergency situations.

Examples of services could include, but are not limited to: automation control systems, chemical tank, feeder and chlorinator, chlorine and acid injections system, pool UV system, and pipe, fittings, and valve break repair services.

Repairs and services may include:

- Troubleshooting and repair of chlorine booster pumps that is not responding to the controller and not turning on to feed chlorine into the pool.
- Troubleshooting the chlorine feeder as it is not feeding chlorine into the pool and needs diagnosis to determine pump issues.
- Troubleshooting UV controller that is showing an error code and not turning on.
- A call for service to handle a cracked chemical tank that needs repair or replacement.
- Troubleshooting a Lochinvar pool heater that stopped working, displays an error code, and needs to be operational for the weekend.
- Work could be in pool mechanical rooms and/or in underground vaults.
- It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested to the extent that supplies, materials and parts are required to perform the work. The District reserves the right to provide the required parts and supplies, as recommended by the contractor, for any work requested. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by the District. Such supplies materials and parts shall be of a good quality and the cost of such shall be billed as reflected in the bid document.

During the term of the Agreement, the District shall request written quotes from the Contractor for identified projects after an onsite meeting with the Contractor and District's project manager, to discuss and agree upon the scope of work. District reserved the right to approve in whole or in part or my reject all recommended work. District and Contractor agree that no specific quantity of work is guaranteed to be provided to the Contractor under the terms and conditions of the Agreement. Any unscheduled repair services will be considered unapproved by the District and outside the scope of this agreement, and the District will not be responsible for costs incurred.

### **PREVAILING WAGES**

Bid must include prevailing wage. Wage rates can be located online at <http://www.dir.ca.gov/dlsr>. The successful Contractor shall comply with all applicable Labor Code provisions, including but not limited to, hours of labor, employment of apprentices and debarment of Contractors.

### **PROFESSIONAL SERVICES AGREEMENT**

The Contractor proposal is the basis for negotiation of an Agreement. The standard District Professional Services Agreement is attached **Exhibit "D"**. The Contractor should thoroughly review the Agreement. The Contractor's Proposal should include a statement agreeing with all provisions of the Agreement, or identification of unacceptable provisions and recommended alternative language.

### **CONTRACTOR REGISTRATION:**

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Complete and submit **Exhibit "C"** Contractor Registration and Labor Compliance Form with bid package.

### **LABOR COMPLIANCE:**

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Contractor's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its proposal.

### **PROPOSAL FORM**

- Contractor to provide a Cover Letter that includes:
  1. Signature of the individual who is authorized to bind the bidder contractually.
  2. Statement that the proposal is valid for a 90-day period from the due date of the proposal.
  3. Name, title, address, telephone number, and email address of the individual to whom correspondence and other contacts should be directed to during the selection process.
  4. Statement agreeing with all provisions of the agreement, or identification of unacceptable provisions and recommended alternative language.
- Completed **Exhibit A** Statement of Qualifications and References, signed.
- Completed **Exhibit B** Proposal Form included in this document.
- Completed **Exhibit C** Contractor Registration and Labor Compliance Form.

**Proposals shall be submitted to the District in person or by e-mail no later than 10:00 AM on Monday, March 8, 2021:**

Cosumnes Community Services District  
Attention: Eileen Alcanices  
8820 Elk Grove Blvd.  
Elk Grove CA 95624  
Email: [EileenAlcanices@csdparks.com](mailto:EileenAlcanices@csdparks.com)

Any submission to District by email, will receive a reply that the proposal has been received (during regular business hours). If a reply is not received please contact Eileen Alcanices at [EileenAlcanices@csdparks.com](mailto:EileenAlcanices@csdparks.com)

Incomplete proposals and proposals received after the time specified above will be returned. Proposals shall be valid for 90 calendar days after the time specified above.

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## **SELECTION PROCESS AND AWARD OF CONTRACT**

The proposals received shall be subject to an evaluation by the District as deemed appropriate for purposes of selection. Proposals will be evaluated on various criteria including, but no limited to:

- a) Responsiveness to the RFP
- b) Company experience
- c) Rates, charges, affordability, and cost control
- d) Evaluation from client references

All proposals will be evaluated and scored on the following criteria:

Responsiveness to the RFP	20 Points
Company experience	25 Points
Rates, charges, affordability, and cost control	40 Points
Evaluation from client references	15 Points
Total	100 Points

The District reserves the right to award this contract to one or more Contractors.

## **QUESTIONS/ADDENDA**

Please direct all questions regarding the Request for Proposal, in writing to Jason Rickard, Project Manager at [JasonRickard@cspdarks.com](mailto:JasonRickard@cspdarks.com) . All questions must be received no later than **10:00 AM on Monday, March 1, 2021**.

Any Proposal received prior to the submission date and time specified may be withdrawn or modified by written request by the firm who submitted the proposal. To be considered, however, the modified Proposal must be received by the submission date and time specified.

All Proposals received within the prescribed deadline will become the property of the District, and all rights to the contents therein become those of the District.

The Contactor Proposal is the basis for negotiation of an Agreement. If agreement is reached, a written Agreement will be prepared and executed by the General Manager of the District. It is anticipated that the work will begin immediately upon execution of the Agreement.

This Request for Proposal does not commit the District to enter into an Agreement, to pay any costs incurred in the preparation of a Proposal in response to this request, or to procure or contract for services. The District reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety this Request for Proposal if it is in the best interests of the District to do so.

The Agency reserves the right to amend this Request for Proposal by addendum prior to the final submittal date.

## **INSURANCE**

The Contractor must provide evidence of commercial general liability and professional liability insurance from an insurance company authorized to be in business in the State of California in an amount of not less than one million dollars (\$1,000,000) for each occurrence. Contractor will be required to provide an insurance certificate naming the District as additionally insured. Contractor must provide certificate showing active policies of automobile liability, commercial general liability and property damage insurance from an insurance company authorized to be in business in the State of California. **The following statement must appear on the certificate:**

**"Additional insured endorsement names the Cosumnes Community Services District its directors, agents or employees are included as additional insured."**

If Contractor will be employing any person or persons in the performance of this contract, Contractor shall procure a policy of Worker's Compensation Insurance as required by the Labor Code of the State of California.

## **PAYMENT**

The prices paid for the various items in the bid proposal shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the finished product as provided in these specifications. Compensation in full for items specified as "Lump Sum" in the bid proposal shall include payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the Services. Whenever it is specified that the Contractor is to do work or furnish materials for which no price is fixed in the bid proposal, it shall be understood that the Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any kind. The cost of doing such work or furnishing such materials is to be included in the price bid for such other items of work, as the Contractor may consider appropriate. District will pay invoices, of work completed, within 30 days of receipt.



**EXHIBIT A (Page 1 of 2)**  
**STATEMENT OF QUALIFICATIONS and REFERENCES**

**QUALIFICATIONS**

All questions must be answered, and the data given must be clear and comprehensive. Add separate sheets or attachments as necessary. **Statement of Qualifications must be submitted with proposal.**

1. Legal Name of Contractor
2. Name of Business (if different than #1)
3. Form of Entity
4. Permanent Main Office, mailing address and pertinent contact information (including phone, email), and company website.
5. If the business main office is not in Sacramento County, please indicate if there is a local office.
6. Business's profile to include years in business, size, how long have you been engaged in the pool, water play, and sprayground repair service business under your present name; also, state names and dates of previous business names, if any.
7. In the last five years, has Contractor ever been terminated from a contract or project? If so, explain situation.
8. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.
9. Please identify the number of licensed employees available to work under this contract:  
\_\_\_ Number of Employees
10. Describe your plan to offer timely service. What is your definition of timely?
11. Ability to provide 24-hour "on-call" emergency service.
12. Statement agreeing with all provisions of the Agreement, or identification of unacceptable provisions and recommended alternative language.

The Cosumnes Community Services District reserves the right to request additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A (Page 2 of 2)**  
**STATEMENT OF QUALIFICATIONS and REFERENCES**

**REFERENCES**

**Reference #1**

Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Contact Phone/Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Other Information (describe): \_\_\_\_\_

**Reference #2**

Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Contact Phone/Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Other Information (describe): \_\_\_\_\_

**Reference #3**

Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Contact Phone/Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Other Information (describe): \_\_\_\_\_



**EXHIBIT B (Page 1 of 2)  
PROPOSAL FORM**

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with the Cosumnes Community Services District (“District”) to perform and furnish all services as specified or indicated in the Scope of Services and in accordance with all other terms and conditions of the signed Professional Services Agreement.
2. In submitting this Proposal, Contractor represents that Contractor has reviewed the Scope of Services.
3. In response to the Request for Proposal for On-Call Pool, Water Play, and Sprayground Repair Services, the undersigned Contractor hereby proposes to the District) to perform the Services at the prices listed below, and to furnish all supplies, materials, labor, labor supervision, tools and equipment, and to perform all operations necessary to fulfill these Services.

**Pool, Water Play & Sprayground Repair/Service Contract Rates:**

<b>Type of Work</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Hourly Cost			
After Hours – Hourly Cost			
Emergency Service – Hourly Cost			
Travel/Time Expense or Flat Rate			

**Material Costs:**

Mark-up \_\_\_\_\_% (expressed as percentage over cost)

Discount \_\_\_\_\_% (explain circumstances when this would apply)

Other (describe, if any): \_\_\_\_\_

**Availability:**

- Can the Contractor provide 24-hour “on-call” emergency coverage? (Yes/No)
- Response time to an emergency call? \_\_\_\_\_
- Response time for non-emergency request for service? \_\_\_\_\_

Contractor agrees that this Proposal constitutes a firm offer to the District which cannot be withdrawn for ninety (90) days from and after Reply-By date, or until a Professional Service Agreement (PSA) is fully executed by the District and a Contractor, whichever is earlier.

1. The undersigned Contractor understands that the District reserves the right to reject this Proposal.
2. Notice of Award or request for additional information may be addressed to the undersigned Contractor at the address set forth below.

**EXHIBIT B (Page 2 OF 2)  
PROPOSAL FORM**

3. The undersigned Contractor acknowledges that the District has reserved the right to delay or modify the commencement date. The undersigned Contractor further acknowledges the District has reserved the right to perform independent work, the extent of such work may not be determined until after the reply-by date, and the undersigned Contractor will be required to cooperate with such other work in accordance with the requirement of the PSA Documents.
4. Contractor agrees that no specific quantity of work is guaranteed to be provided to the Contractor under the terms and conditions of the Agreement. The undersigned Contractor further acknowledges District has reserved the right to perform independent work at any identified site, the extent of such work cannot be determined until after the reply-by date, and that the undersigned Contractor will be required to cooperate with such other work in accordance with the requirements of the Agreement Documents.

**Submission Acknowledgement:**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Company/Firm Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**EXHIBIT C  
CONTRACTOR REGISTRATION AND LABOR COMPLIANCE FORM**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See Department of Industrial Relations <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Use Designation of Subcontractors sheet to list all subcontractors.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Estimate which classifications or type of worker will be employed by the contractor for this project:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> ASBESTOS         | <input type="checkbox"/> BOILERMAKER     | <input type="checkbox"/> BRICKLAYERS   |
| <input type="checkbox"/> CARPENTERS       | <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS |
| <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/LATHERS | <input type="checkbox"/> ELECTRICIANS  |
| <input type="checkbox"/> ELEVATOR         | <input type="checkbox"/> MECHANIC        | <input type="checkbox"/> GLAZIERS      |
| <input type="checkbox"/> IRON WORKERS     | <input type="checkbox"/> LABORERS        | <input type="checkbox"/> MILLWRIGHTS   |
| <input type="checkbox"/> OPERATING ENG    | <input type="checkbox"/> PAINTERS        | <input type="checkbox"/> PILE DRIVERS  |
| <input type="checkbox"/> PIPE TRADES      | <input type="checkbox"/> PLASTERERS      | <input type="checkbox"/> ROOFERS       |
| <input type="checkbox"/> SHEET METAL      | <input type="checkbox"/> SOUND/COMM      | <input type="checkbox"/> SURVEYORS     |
| <input type="checkbox"/> TEAMSTER         | <input type="checkbox"/> TILE WORKER     |  |



## EXHIBIT D PROFESSIONAL SERVICES AGREEMENT

### PROFESSIONAL SERVICES AGREEMENT (PM-21-026) On-Call Pool, Water Play, and Sprayground Repair Services

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Agreement Date”) by and between:

#### 1. PARTIES

##### 1.1 District:

Name: Cosumnes Community Services District (“District”)

Address: 8820 Elk Grove Blvd., Elk Grove, CA 95624

Phone: (916) 405-7150 Fax: (916) 685-5216

Representatives: Joshua Green, General Manager

##### 1.2 Contractor:

Name:

Address:

Phone:

Representative:

#### 2. PROJECT NAMES (THE “PROJECT”)

2.1 On-Call Pool, Water Play, and Sprayground Repair Services

#### 3. DESCRIPTION OF WORK

3.1 Contractor shall render the services described in **Attachment A** for each Project (hereinafter, the “Services”) in accordance with this Agreement. Contractor may, with written approval of the District, and at any stage, engage subcontractors to perform all or any part of the

Services. District and Contractor, by written amendment to this Agreement, may from time to time make changes to the description of the Services. All Services shall be performed pursuant to the terms and conditions of this Agreement. A timeline for completion of the Services as outlined in each Attachment A shall be mutually agreed upon by Contractor and District and appropriately documented in writing.

3.2 Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall commence performance, and shall complete all required services no later than the dates set forth in **Attachment A**. Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for extensions of time to the District in writing no later than ten (10) days after the start of the condition, which purportedly caused the delay, and not later than the date on which performance is due. Contractor shall not be responsible for any delays caused by reviews, approvals or revisions performed by the District, or any other governmental entity. If delays are caused by the District, or any other governmental entity, the proposed schedule under Attachment A will be extended accordingly.

3.3 All attachments referred to in this Agreement are incorporated herein by that reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

#### 4. **COMPENSATION**

4.1 Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment A for each project. Payment is due within thirty (30) days of District's receipt of an itemized invoice which indicates work completed and hours of Services rendered under this Agreement.

4.2 The compensation payable to Contractor for the current scope of services performed in accordance with this Agreement **shall not exceed \$ \_\_\_\_\_ per year**, unless by written amendment to this Agreement.

#### 5. **REPRESENTATIVES**

Each party shall designate a representative in the space provided above who is authorized to act on behalf of that party and receive notices under this Agreement.

#### 6. **NOTICES**

Any notices, consents and approvals as required to be given hereunder shall be given in writing by registered mail or certified mail, postage prepaid, return receipt requested. Notices shall be considered given when mailed. Notices shall be addressed as follows:

**District:** Cosumnes Community Services District  
8820 Elk Grove Blvd.  
Elk Grove, CA 95624  
Tel: (916) 405-5300, Fax: (916) 714-1635  
Attn: \_\_\_\_\_, Administrator of Parks & Recreation

**Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Attn: \_\_\_\_\_

**7. CONTRACTOR’S RESPONSIBILITIES**

7.1. By this Agreement and through Services listed in **Attachment A**, Contractor acknowledges that it has gathered and examined information related to the requirements of this Project. No plea of ignorance relating to any data, conditions or requirements that exist, or that may be encountered in the performance of this Agreement will be accepted as a result of failure or omission on the part of Contractor to fulfill, in every respect, all of the requirements.

7.2. In the performance of the services under this Agreement, Contractor shall be, and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of District. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to District under this Agreement. All employees, agents, contractors, or subcontractors hired or retained by the Contractor are employees, agents, contractors, or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from the performance of this Agreement.

7.3 The Services performed by Contractor shall be subject to the inspection and the review of District at all times but such inspection and review shall not relieve Contractor from its responsibility for the proper performance of the Services.

7.4 Contractor shall perform the Services according to the professional standards of the industry and to the satisfaction of the District. All reports and documents produced and submitted by Contractor pursuant to this Agreement must meet with and shall be made to the District’s satisfaction.

**8. TERMINATION OF CONTRACT**

8.1 In the event of Contractor’s failure to prosecute, deliver, or perform the Services, District may terminate this Agreement by notifying Contractor by certified mail, pursuant to Section 6 of this Agreement, of said termination. Thereupon, Contractor shall cease work and within five (5) working days: (a) assemble all documents owned by District and in Contractor’s possession and deliver said documents to District; and (b) place all work in progress in a safe and protected



condition. The General Manager of the District shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to District. Based upon that finding, the District shall determine any final payment due to Contractor.

8.2 This Agreement may be terminated by either party, without cause, upon the giving of thirty (30) days' written notice to the other party. Prior to the thirtieth (30th) day following the giving of notice, Contractor shall: (a) assemble the completed work product to date, and put same in order for proper filing and closing, and deliver said product to District; and (b) place all work in progress in a safe and protected condition. The General Manager of the District shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to District. Based upon that finding, the District shall determine any final payment due to Contractor.

## **9. EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

## **10. INDEMNITY**

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, contractors, and contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers.

## **11. DOCUMENTS**

The documents, drawings, specifications and estimates prepared by Contractor, or Contractor's subcontractors for this Project, shall be and remain the property of District. Such documents, drawings, specifications and estimates shall be the property of District whether or not the work for which they were made is executed, and notwithstanding any copyright. District reserves the right to reuse all or part of the documents at its sole discretion for the construction of all or part of this or another project constructed for

District. District is not bound by this Agreement to employ the services of Contractor in the event such documents are reused. In the event that Contractor's documents are subsequently reused or modified in any material respect without prior written consent of Contractor, District agrees to indemnify Contractor from any claims advanced on account of said reuse or modification. All Documents & Data are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

## 12. **FORCE MAJEURE**

Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

## 13. **GOVERNING LAW AND VENUE**

This Agreement shall be governed, construed and enforced in accordance with the laws of California and venue shall be in Sacramento County.

## 14. **DISPUTES**

If a dispute should arise regarding the performance of this Agreement, the following procedures shall be used:

### 14.1 Initial Resolution Effort

(a) The complaining party shall reduce its position to writing along with a recommended method for resolving the dispute, and forward a copy of the dispute document to the other party.

(b) Within ten (10) working days of receipt of the dispute document, the other party shall reply to the dispute document with a written response that sets forth the other party's position and recommended method of resolving the dispute.

(c) The Administrator of Parks and Recreation shall represent the District in this process.

14.2 If the dispute is not resolved in accordance with Section 14.1, the aggrieved party shall send to the General Manager a copy of the dispute document and response. Within five (5) working days of receiving the dispute document and the response, the General Manager shall propose a resolution.

14.3 If the dispute remains unresolved and the parties have exhausted the procedures of this Section, the parties may then seek remedies available to them at law.

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**15. ATTORNEYS' FEES**

In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's fees and expert's fees, whether incurred through formal legal proceedings or otherwise.

**16. ASSIGNMENT AND SUCCESSORS**

Neither District nor Contractor shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this Agreement or any party hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors and assigns.

**17. ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire agreement between District and Contractor relating to the Project and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both District and Contractor.

**18. SEVERABILITY**

If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

**19. SUBCONTRACTING**

Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**20. SIGNATURE AUTHORITY**

The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.

**21. APPROVAL OF LEGISLATIVE BODY**

This Agreement shall not be binding upon District until District's Board of Director's, or its designee, has approved all the terms and conditions contained herein.

## 23. INSURANCE

23.1 Contractor shall obtain, and during the term of this Agreement shall maintain, policies of automobile liability, commercial general liability and property damage insurance from an insurance company authorized to be in business in the State of California. Each such policy shall be in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence, and shall be endorsed with the following language:

(a) The District's officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of the acts and omissions by or on behalf of the Contractor.

(b) The policy shall be considered primary insurance as respects the District and District's officers, officials, employees, agents and volunteers. Any insurance maintained by the District, including any self-insurance retention the District may have, shall be considered excess insurance only and shall not contribute with it.

(c) The insurer shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(d) The insured waives all rights of subrogation against the District and District's officers, officials, employees, agents and volunteers.

(e) Any failure to comply with report provisions of the policy shall not affect coverage provided to the District and District's officers, officials, employees, agents and volunteers.

(f) Provide that the policy shall remain in full force during the full term of this Contract and shall not be canceled, voided, terminated, reduced, or allowed to expire without thirty (30) days prior written notice from the issuance company being received by the District.

23.2 Contractor shall obtain, and during the term of this Contract shall maintain, a policy of professional liability insurance that shall:

(a) Be from an insurance company authorized to be in business in the State of California;

(b) Be in an insurable amount of not less than One Million Dollars (\$1,000,000) for each occurrence/aggregate; and

(c) Provide that the policy shall remain in full force during the full term of this Agreement and shall not be cancelled, terminated or allowed to expire without thirty (30) days prior written notice to the District from the insurance company.

23.3 Before Contractor shall employ any person or persons in the performance of this Agreement, Contractor shall procure a policy of Worker’s Compensation Insurance as required by the Labor Code of the State of California.

23.4 Prior to the commencement of work under this Agreement, Contractor shall furnish to the District proof of the insurance required in this Section.

23.5 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District’s option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

23.6 Contractor shall provide certificates of insurance with original endorsements to District, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement.

## 24. COMPLIANCE WITH FEDERAL AND STATE LABOR LAWS

24.1 Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC 1101-1525) and has complied, and will comply, with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and Contractor’s that are included in this Agreement.

24.2 Contractor is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are subject to the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

24.3 By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

24.4 Contractor is aware of the requirements of the Fair Employment and Housing Act (2 CCR 11105):

(a) During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder.



(b) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**25. WAIVER**

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

**26. CONFLICT OF INTEREST**

No person who is a director, officer, partner, trustee, (including its employees, agents, or and subcontractors) of the Contractor shall maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Contractor shall comply with all requirements of the Political Reform Act (California Government Code sections 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Contractor shall not make or participate in a decision made by the District, or any board or commission thereof, if it is reasonably foreseeable that the decision will may have a material effect on Contractor’s economic interest, and (b) if required by law, any source of income, investment or interest in real property of that person or Contractor. Contractor agrees to file with the District in a timely manner, those financial disclosure forms as required by the Political Reform Act. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act and other laws relating to conflict of interest. Contractor shall file financial disclosure forms with the District. If Contractor maintains or acquires a conflicting interest, any contract with the District (including this Agreement) involving Contractor’s conflicting interest may be terminated by the District.

**27. INTERPRETATION**

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair and plain meaning, and not strictly for or against any Party.

**28. COUNTERPARTS**

This Agreement may be signed in counterparts, each of which shall constitute an original.

**The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above:**

FOR THE COSUMNES COMMUNITY SERVICES DISTRICT

FOR

Signed: \_\_\_\_\_  
By: Joshua Green  
Its: General Manager  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_