

REQUEST FOR PROPOSALS



RE-IMAGINE FLOOD PARK

DESIGN

Solicitation Number	PARKS03-21
Number of contracts to be awarded	1
Estimated Contract Value or Range	\$1,000,000 - \$1,500,000
Funding Sources	<input type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> County <input checked="" type="checkbox"/> Other
Expected Contract Duration	24 months
Options to Renew	TBD
Proposals required other than via Public Purchase	1 original; 5 copies; 1 flash drive
Authorized Contact Person	Nicholas J. Calderon, Parks Director
Authorized Contact Person e-mail	ncalderon@smcgov.org
County Mailing Address <i>(for hard-copy communication and proposal submissions)</i>	San Mateo County Parks Department 455 County Center, 4th Floor Redwood City, CA 94063
Email Address for Protests	protests@smcgov.org
RFP Released	Wednesday, January 27, 2021 12:00 P.M. PST
Pre-proposal meeting date and time	Thursday, February 11, 2021 12:00 P.M. PST
Pre-proposal meeting location	Flood County Park 215 Bay Rd, Menlo Park
Deadline for Questions, Comments and Exceptions	Thursday, February 25, 2021 4:00 P.M. PST
Respond to Questions	Thursday, March 4, 2021, 4:00 P.M. PST
Proposal Due Date and Time	Friday, March 12, 2021 4:00 P.M. PST
Interviews (if necessary)	Week of March 22, 2021
Announce Selected Contractor	Monday, March 29, 2021
Protest Deadline	Monday, April 5, 2021 4:00 P.M. PST
Reply to any Protest	Thursday, April 15, 2021
Submission to County Board for Approval	Tuesday, April 20, 2021
Anticipated Contract Award Date	Thursday, April 29, 2021

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SECTION I - GENERAL INFORMATION

1.1 STATEMENT OF INTENT

This Request for Proposal (RFP) seeks submittals from qualified firms for the delivery of the professional services required to prepare Design Plans, Specifications and Estimates (PS&E) and obtain all necessary permits and approvals for the redesign of Flood County Park. PS&E shall be prepared to San Mateo County and San Francisco Public Utilities Commission standards and will be based on the Reimagine Flood Park Landscape Plan (Landscape Plan) and certified Flood County Park Landscape Plan Final Revised Environmental Impact Report (EIR)/Response to Comments Document and Errata approved by San Mateo County's Board of Supervisors on November 10, 2020. Anticipated permits, consent letters and/or approvals will depend on final design plans and may include, but are not limited to, a Building Permit from San Mateo County, an Encroachment Permit from San Francisco Public Utilities Commission, PG&E, and Cal Water approvals. A detailed explanation of services required is provided herein.

1.2 BACKGROUND

The San Mateo County Parks Department ("Department" or "Parks") manages 23 parks, encompassing over 16,000 acres of land. Through stewardship, the Department works to preserve the County's natural and cultural treasures, and provide safe and accessible park, recreation, and learning opportunities to enhance the community's quality of life.

Flood County Park ("Property" or "Flood Park") is a 21-acre municipal park, located in the City of Menlo Park in San Mateo County. The Town of Atherton is located adjacent to and southwest of the park, across Bay Road. Lands immediately surrounding the Property are occupied primarily by single-family residences with the exception of a vacant former school site and the Haven Family House to the northeast. The centerline of U.S. 101 is approximately 350 feet northeast of the park. A San Francisco Public Utilities Commission (SFPUC) right-of-way for water pipelines traverse the Property.

Flood Park opened in the early 1930s. Several adobe structures that were constructed on the Property as Works Progress Administration (WPA) projects still remain, including an administrative building, ranger residence, maintenance and electrical buildings, restrooms, and fragments of an adobe wall adjacent to Bay Road. In the 1980s, further improvements were implemented to make the park more accessible to people with disabilities.

Today, Flood Park offers recreational opportunities for neighboring communities, and features prominent heritage trees among large patches of woodland. The Property has a mixture of passive recreation facilities, including picnic areas and trails, and active recreation facilities including a baseball field, tennis courts, a playground, sand volleyball courts, and a gravel pétanque court.

After conducting a detailed assessment of Flood Park's infrastructure and facilities in 2014, the Department determined that a complete overhaul of Flood Park was warranted. In 2015, the Department initiated a public planning process for the Reimagine Flood Park Project (Project). Based on significant community input, a conceptual Landscape Plan was developed along with the Environmental Impact Report (draft 2017, final with errata 2020). The San Mateo County Board of Supervisors approved the Landscape Plan Final EIR and errata in 2020. The Landscape Plan proposes the revitalization of the baseball field and construction of a new multi-use field in the outfield, and construction of a new multi-use sport field, tennis courts, volleyball courts, playgrounds, pump track, basketball court, walking trails and more.

The PS&E prepared by the selected Contractor will be based on the conceptual Landscape Plan and public input solicited during the design process.

1.3 DEFINITIONS

Business Day: Monday through Friday except for holidays as observed per the California Government Code.

Confidential Information: Information in any form that is not generally known and that is treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials or products provided to one party by the other, whether or not designated as confidential, proprietary, or sensitive, whether or not intentionally or unintentionally disclosed, and whether or not such information is subject to legal protections or restrictions.

Contract: The agreement between San Mateo County and Contractor awarded pursuant to this solicitation.

Contractor: The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently agreed upon terms.

Deliverables: goods or services required to be provided to San Mateo County under the Contract.

DUNS: Data Universal Numbering System; a proprietary nine-digit number issued by Dun and Bradstreet, Inc. to identify unique business entities.

Force Majeure: any event or circumstance that was not caused by or under the control of a party that prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events that beyond the reasonable anticipation and control of the party affected.

Major Change: a change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or requirement of any product or service that affects the obligations of the parties or reflects a substantial alteration in circumstances surrounding the agreement or is of such a nature that knowledge of the change would affect a person's decision-making process.

PII (Personally Identifiable Information): information in any format that can be used to identify a specific individual, either used alone or combined with other private or public information that can be linked in some way to a specific individual.

Project Manager: The individual identified by San Mateo County as San Mateo County's primary contact for the receipt and management of the goods and commodities required under the Contract.

PST: Pacific Standard Time, including Pacific Daylight Time when in effect

San Mateo County Data: All information, data, and other content, including Confidential Information and other information whether or not made available by San Mateo County or San Mateo County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, representatives or Subcontractors, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

San Mateo County Systems: the information technology infrastructure of San Mateo County or any of its designees, including computers, software, databases, networks, and related electronic systems.

Subcontractor: firms contracted by the Contractor to perform work or provide goods pursuant to the Contract, including vendors and suppliers

Subject Data: Any recorded information, whether copyrighted or not, that is a Deliverable including, but not limited to: computer software, computer data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information.

Task Order or Purchase Order: a document from the County requesting goods and/or services that is placed against a Contract or that is the first request from the County to a vendor, indicating types, quantities, and prices of products or services.

Warranty Period: a period of not less than one year during which all items provided under the Contract are free from defects in design, material and workmanship.

SECTION II - SCOPE OF WORK

2.1 SUMMARY

The services required for this Project include: (1) development of Design Plans, Specifications and Estimate (PS&E) based on (i) the approved Landscape Plan, (ii) the certified Environmental Impact Report (EIR) including the Errata, and (iii) further public input solicited during the design process; and (2) obtainment of all necessary permits and approvals required for Project construction. The overarching goals of the Landscape Plan, which were identified through an extensive community engagement process, are to:

- Repair and replace Flood Park features and core infrastructure components
- Meet demand for active recreation facilities in San Mateo County by increasing offerings of sport facilities
- Provide a variety of uses for a range of user groups, and
- Optimize preservation of oak woodland while preserving a natural character.

The approved/certified Landscape Plan and EIR can be viewed at <https://parks.smcgov.org/reimagine-flood-park>. The Landscape Plan, which is a concept plan, is also included as Attachment A to this RFP. Since the Department has already completed environmental compliance for the Landscape Plan, it is anticipated that the final design plans will be based on the approved concepts, and will not introduce new elements that would require a new environmental review process. However, the overall site plan including placement and size of the preferred elements will be determined during the final design process and after further public input is provided. Therefore, the location of some features may be modified in the park and fields from the Landscape Plan.

The designs shall take into consideration known Property constraints and shall be designed with cost and construction feasibility in mind. Consideration shall be given to how the Department will operate and maintain the Property efficiently and effectively, including a process for opening and closing the park daily, conducting routine maintenance and cleaning, supporting first responder activities, irrigating fields and vegetation, and protecting the Property's natural and cultural resources. The design plans shall be prepared to San Mateo County and San Francisco Public Utilities Commission standards and may also require consent/approval from PG&E and Cal Water.

Demolition and Removal

Based on the Landscape Plan, the following existing improvements/facilities on the Property will be demolished: playgrounds, Restroom D, asphalt paths, pétanque court, softball field, sand play area, tennis courts, sand volleyball courts, and several picnic and reservation sites. (Demolition and removal of existing structures are not part of the scope of work for the design contract, but should be clearly identified in the design plans.) The playgrounds, walking paths, sand volleyball courts, tennis courts, and picnic and reservation sites will be redesigned as part of the Project.

Ground disturbance for the proposed recreational facilities would involve removal of an estimated 72 trees from the Flood Park. (Actual tree removal is not part of the design contract, but identification of which trees will be removed should be clearly identified in the design plans). When designing facility improvements, tree removal should be minimized to the greatest extent practicable and the design shall include locations for planting and replanting of trees for accenting, screening, or other purposes as space allows, with a requirement of native trees. All demolition activities and tree removal must be in compliance with SFPUC guidelines and the certified EIR, and in accordance with an approved demolition plan.

Proposed Facilities

As shown on Attachment A, the Landscape Plan proposes upgrades to several existing facilities as well as the construction of several new elements to support the goals of the Project. It is anticipated that the Project will be constructed in three phases as funding is secured. The Contractor must prepare designs accordingly to facilitate critical paths and allow for efficient construction. The proposed features along with anticipated phasing are listed below. While the features to be included in the designs are not expected to change, the phasing could change based on feedback received from the public and efficiencies in design and construction. Moreover, while the

Department anticipates constructing the Project in three phases, the goal is to construct the Project as quickly as practical.

Currently, it is anticipated that Phase 1 will entail the renovation of the baseball field and construction of the multi-use fields; construction of volleyball courts, basketball court, tennis courts, pump track, and walking paths; renovation of the adobe restroom building; and construction of the promenade, drop-off/pick-up location and parking lot, and all utilities. Phase 2 will entail construction of new restrooms, playgrounds, drop-in picnic sites, amphitheater, and planting at the demonstration garden. Phase 3 will include the rehabilitation of the adobe administrative building, construction of group picnic areas, and completion of pathways and exercise stations.

Phase 1:

- Baseball field replacement and construction of new multi-use field
- Soccer/lacrosse field
- Two tennis courts
- Sand volleyball court
- Basketball court
- Pump track
- Walking paths
- Renovation of adobe restroom building
- Tree-lined promenade
- Redesigned parking lot, including a drop-off at the sports field area
- New utilities: water, electric, gas, greywater piping (purple piping may be installed for future use of greywater), energy-efficient lighting
- Gathering plaza
- Fencing around proposed athletic fields

Phase 2:

- New restrooms
- New accessible playground equipment and adventure play area
- Drop-in picnic sites
- Amphitheater
- Demonstration garden

Phase 3:

- Retrofit of adobe administrative building for seismic stability and use by park visitors
- Exercise stations
- Group picnic areas

The features and location of the features in the Landscape Plan have been determined based on community input and Department goals and policies. Although the final design may alter the placement and size of these features, the Contractor must adhere to site constraints including minimum setbacks from adjacent property lines to minimize visual and auditory impacts and all other mitigation measures specified in the EIR. The Contractor shall work closely with the Department throughout the design process to ensure consistency with these requirements. Similarly, as many of the proposed facilities would be located within the right-of-way for the San Francisco Public Utilities Commission (SFPUC), these improvements must be constructed in compliance with SFPUC Engineering, Landscape Architecture and vehicle weight requirements. Grading activity may be required to elevate the ground surface above the SFPUC pipelines in preparation for construction.

The target start date for the proposed design services is Winter/Spring 2021, subject to negotiation of a final agreement. Construction is projected to start in 2022.

Anticipated services including expected deliverables are outlined below.

2.2 SCOPE OF SERVICES AND DELIVERABLES

The Contractor team must be composed of skilled team members to cover all aspects of the Project including civil engineering, landscape architecture, land surveying, permit assistance, geotechnical services, public outreach, and any consulting services required to implement the Mitigation Monitoring and Reporting Plan (see link below). A summary of anticipated services is outlined below but is not necessarily exhaustive. The successful Contractor team, in coordination with the Department and the San Mateo County Department of Public Works (“Public Works” or “DPW”), will develop a detailed scope of work that most efficiently and comprehensively meets the goals of the Project and delivers a final product that is supported by the Department as well as the community.

This RFP is for design, public engagement, and construction support services, as outlined in the sections below. Once the design is finalized, the Department will transition the Project to Public Works to manage construction. It is anticipated that the Contractor selected for this design contract will provide support services to Public Works during the bidding process for construction.

A. Review of Available Information

Contractor shall review all available information regarding the Property and the Project in advance of the Project kickoff meeting to gain familiarity with site conditions, Property constraints, and Project requirements. Contractor should visit the Property to understand its condition and setting. Contractor shall identify potential information discrepancies and provide a detailed report to Parks no less than two weeks prior to the Project Kickoff Meeting detailing further studies or documentation needed to properly execute the final scope of work. Available information and reports include:

- (1) Reimagine Flood Park Landscape Plan – Gates + Associates (Draft Dec. 2015 and Revised Sept. 2020)
- (2) CEQA Documents prepared by Rincon Consultants Inc. to approve the Landscape Plan, which can be found at: <https://parks.smcgov.org/reimagine-flood-park>
 - a. Draft Environmental Impact Report and Appendices (October 2017)
 - b. Final Environmental Impact Report (May 2018)
 - c. Draft Revised Environmental Impact Report (August 2019)
 - d. Final Revised Environmental Impact Report (October 2019), including the Errata (September 2020)
- (4) Approved Mitigation Monitoring and Reporting Plan (2020), which can be found at: <https://parks.smcgov.org/reimagine-flood-park>
- (5) San Francisco Public Utilities Commission Requirements (Engineering, Landscaping, and Equipment Vehicle Load Restrictions)
- (6) San Mateo County Building Codes <https://planning.smcgov.org/>
- (7) Existing Facility Design Plans (provided by Department to the extent they are available)
- (8) Notes and documentation from community workshops

B. Site Analysis

Contractor shall have the Property surveyed by a Licensed Surveyor and generate a base map of the Property in AutoCAD or another format deemed acceptable by Parks and Public Works. The base map should include all available data, including Property boundaries, elevations tied to vertical datum NAVD 88 and known benchmark, structures and facilities, paved areas, fences and gates, above ground and underground utilities, easements recorded on title, and any other features identified or located in records and on the Property. The Contractor shall conduct field surveys as necessary to verify the base map.

Contractor shall also compare the Landscape Plan with the base map to determine any discrepancies or potential conflicts with the proposed elements. A structural assessment of the administrative building and

any restrooms to remain will be conducted during this phase. Based on discussions with SFPUC and site analysis, a geotechnical evaluation of the site may be necessary to minimize disturbance to SFPUC waterlines and infrastructure.

The Department is still considering whether the sport fields will be natural turf or artificial turf. To inform the Department's decision making, the Contractor shall prepare an Irrigation Well Feasibility Study. As part of this study, the Contractor will be responsible for (i) calculating Flood Park's irrigation water demand, (ii) identifying three to five locations where test wells can be drilled to determine if sufficient water can be extracted for irrigation purposed, (iii) obtain all necessary permits and approvals to drill the test wells, (iv) drill the necessary test wells to collect data, and (v) prepare a report informing the Department of the feasibility of using an irrigation well on site to meet landscaping water demand. None of the ground water will be used for potable uses, and therefore, water does not need to satisfy potable standards.

Deliverables:

- Surveyed Base Map in AutoCAD or another format deemed acceptable by Parks and Public Works
- Report evaluating the existing adobe administrative building and any restrooms to remain that identifies the existing condition of the foundation, any seismic and other repairs required, the load capacity based on its design and structural integrity, and if it satisfies current building codes. If hazardous materials (asbestos, lead etc.) are found during inspection, contractor shall include scope and cost for appropriate abatement measures.
- Geotechnical evaluation (if necessary; to be determined during site analysis)
- Irrigation Well Feasibility Study

C. Schematic Design (30%)

Using the base map, Landscape Plan, and feedback received from the first public workshop, the Contractor will prepare the 30% Schematic Designs. 30% Schematic Designs shall also consider the management needs of the Department, how the Department can best provide the desired experience to the public, how the Department will program the fields and reservable facilities, requirements in the EIR, and general best practices for municipal parks. Plans will include at a minimum a Title Sheet; General Notes; Existing Conditions; Demolition Plans; Layout Plan including location and dimensions of all proposed fields and amenities; Reconfiguration of the parking lot; Grading; Existing and Proposed Waterlines, including SFPUC infrastructure; Irrigation well (if applicable); Wastewater Infrastructure and Utilities; Landscape/Planting, Electrical and Lighting, and all necessary Details to construct the Project.

Once completed, the Contractor team will present the 30% Design Plan to Parks and Public Works for comments, initiate the SFPUC consultation process, and seek input from the community through the second public workshop in a format as approved by the Department. The Contractor team will be responsible for obtaining feedback at each stage of the Design development process through meetings with the Department and Public Works.

Deliverables:

- 30% Schematic Design plans in AutoCAD and pdf format
- Three (3) hard copy 30" x 42" sets of plans for review by Parks and Public Works staff
- Operational and Maintenance Needs summary report
- The Contractor will be responsible for providing the agenda for all meetings at least one week prior and provide meeting minutes within two weeks following the meeting. The Contractor will also be responsible for preparing all presentation materials, documents, handouts and visuals necessary to ensure clear communication.

D. Design Development (60% & 90% PS&Es)

Based on the feedback received from the 30% Schematic Design, the Contractor will prepare Plans, Specifications and Estimates at 60% and 90% levels. PS&E will include revised design plans, technical specifications and engineering estimates as required to permit, bid, and construct the Project. PS&E will incorporate the County's standard Specifications and Standard Details templates as well as adhere to 2018 Caltrans Standard Specifications and Plans (including stormwater treatment best management practices), construction staging plan, construction mitigation measures as required by permitting and CEQA compliance conditions, and applicable SFPUC requirements.

The Contractor team will be responsible for obtaining feedback at each stage of the Design development process through meetings with the Department and Public Works.

Deliverables:

- 60% & 90% Design plans in AutoCAD and pdf format
- Three (3) hard copy 30" x 42" sets of plans for review by Parks and Public Works staff at each stage
- Draft Specifications and Engineer's Estimate in editable format (e.g., Microsoft Word and Excel) including populating the Engineer's Estimate Table in its entirety with bid items and quantities and providing all supporting backup quantity calculations for each bid item on the Engineer's Estimate to be provided with the deliverable so that the quantities can be checked for accuracy against what is shown on the plans. All PS&E deliverables shall be to the County standard templates and meet the standards of the 2018 Caltrans standard plans and specifications.
- Presentation reviewing feedback from Schematic Design, summary of the proposed improvements identified during Design Development, updates to construction phasing and cost estimates.
- The Contractor will be responsible for providing the agenda for all meetings at least one week prior and provide meeting minutes within two weeks following the meeting. The Contractor will also be responsible for preparing all presentation materials, documents, handouts and visuals necessary to ensure clear communication.

E. Draft and Final Design (100%)

Based on the feedback received during the Design Development stages (Section D above), the Contractor will prepare Final PS&E. All permits, permit conditions, geotechnical reports, and CEQA compliance requirements shall be incorporated into the final drawings and specifications.

The Contractor team will present the Final Design plans to the Parks Department and Public Works. The Department will solicit any final feedback from SFPUC. Depending on the outcomes of the prior community engagement, the Department will determine whether additional public meetings are necessary.

Deliverables:

- 100% Draft and Final Design plans in AutoCAD and pdf format
- Three (3) hard copy 30" x 42" sets of plans for review by Parks and Public Works staff
- Final Specifications following Public Works Template Specifications and Caltrans 2018 Standard Specifications and Engineer's Estimate including populating the Engineer's Estimate Table in its entirety with bid items and quantities and providing all supporting backup quantity calculations for each bid item on the Engineer's Estimate to be provided with the deliverable so that the quantities can be checked for accuracy against what is shown on the plans.

- Presentation of Final Design, including permitting and compliance requirements, and any coordination necessary for the bidding process and construction.
- The Contractor will be responsible for providing the agenda for all meetings at least one week prior and provide meeting minutes within two weeks following the meeting. The Contractor will also be responsible for preparing all presentation materials, documents, handouts and visuals necessary to ensure clear communication.

F. Code and Regulatory Requirements, Agency Coordination, Permitting, and CEQA compliance

After completion of the 30% Design Plans, Contractor shall prepare a comprehensive list of permitting and mitigation requirements required to construct the Project. Contractor will prepare all permit applications, respond to all questions issued by permittees, and participate in any on-site visits required in order to secure permits for implementation of the Project Designs. Permits will likely be required by the following regulatory agencies: SFPUC, Regional Water Quality Control Board, and County Planning and Building and Environmental Health. Based on the final designs, additional permits and approvals may be needed. No additional CEQA compliance is anticipated at this time; the Final Revised Environmental Impact Report was certified in 2020.

These shall be included as appendices to the final specifications (“Permitting Requirements”). The list shall include the Mitigation Monitoring and Reporting Plan from the certified Final Revised EIR.

Deliverables:

- List of Permitting Requirements
- Mitigation and Monitoring Plan Requirements
- Permit Applications (to be determined during Design)

G. Bidding and Award

Contractor will provide support to County staff with respect to bidding and award of the Project, including development of solicitation documents and assistance with the evaluation of bid results.

Deliverables:

- Responses/clarifications to Requests for Information (RFI’s) from prospective bidders related to the bid documents
- Addenda and drawing and/or specifications revisions that may be required to be issued during the bid process

H. Construction Administration

The Contractor team will provide construction support services to Public Works, which may include:

- Attendance to Preconstruction Meeting and Construction Update Meetings, as needed
- Coordination with Construction Management Team
- Respond to Requests for Information (RFIs)
- Submittals review
- Preparation of change order request documents including preparation and issuance of revised stamped construction drawings if needed in the event of differing site conditions or modifications are required to the design bid drawings during construction.
- Review of change order costs

- Final inspection, punch list development, and follow-up inspections, as needed
- Review and digitize the contractor's red-lined as-built plans and provide digital record drawings in PDF format of the contractor's as-built plans so that the as-built plans can be viewed without special software.
- Meetings, conference calls, and site visits for construction observation and inspection.

The Contractor team should include an estimate for construction administration support in the proposal, although it is expected that these services may be revised depending on Final Design and the scope will be determined once design services are complete.

I. Public Design Workshops and Communications

Public Design Workshops

The Contractor shall organize and facilitate meetings at strategic points throughout the duration of the Project, which will include at a minimum:

- Kick-off meeting with Parks and Public Works staff to introduce leads, discuss goals, objectives, and Project requirements, review site opportunities and constraints, identify information gaps, and finalize schedule.
- Coordination meetings with SFPUC to review proposed improvements, confirm site constraints and requirements, and obtain the required encroachment permit. This will occur after approval of the 30% Design Plans.
- Public workshop(s) to gather input on the design plans from residents, park users, and special interest groups. These will occur before the preparation of the 30% Design Plans and before preparation of the 60% PS&Es.
- Internal design review meetings at each stage (30%, 60%, 90%, Final) with Parks staff and Public Works staff to receive feedback and direction. Parks shall provide written approval to Contractor at each stage to proceed.
- Once design plans are completed, attend pre-bid meeting with the contractor and County Parks and Public Works staff.

Note: the format of each meeting may vary depending on the status of Covid-19 and County requirements for group size gatherings. All meetings must comply with local and state health regulations. The Contractor team should be flexible and nimble, and prepared to host a variety of meeting formats including virtual, small outdoor groups, or other safe socially distant strategies if necessary.

Communications

The Contractor will be responsible for providing the agenda for all meetings at least one week prior and provide meeting minutes within two weeks following the meeting. The Contractor will also be responsible for preparing all presentation materials, documents, handouts and visuals necessary to ensure clear communication. Public outreach will be conducted in both English and Spanish.

The Contractor team shall select a Project Manager who is experienced and available to provide regular communication and updates to the Department. The Contractor shall be diligent with administrative responsibilities including progress reports, invoicing, meeting minutes, notifying the Department of schedule changes etc.

Milestones

Although the final schedule will be determined by the Contractor in conjunction with Parks and Public Works, a list of tentative milestones, Project sequence and expected meetings are outlined below.

- Project Kick-off Meeting
- Site Analysis
- SFPUC Coordination Meeting
- Internal Review of Site Analysis / Prepare for Public Meetings
- Public Workshop #1
- Prepare 30% / Internal Review
- Present 30% to Public (Public Workshop #2)
- Prepare 60% / Internal Review
- Present 60% to Public (Public Workshop #3)
- Present to Parks Commission
- Prepare 90% / Internal Review
- Prepare 100% / Internal Review
- Present to Board for Adoption
- Bid Process

2.3 PREVAILING WAGE

The services contemplated under this RFP are for County projects. For all such work funded by any agreement resulting from this RFP, the Contractor is required to comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any “public works” as that term is defined in the statutes, including all applicable flow down provisions. For purposes of complying with prevailing wage laws, the Contractor must comply with the provisions applicable to an awarding body.

SECTION III - INSTRUCTIONS FOR PROPOSERS

3.1 PRE-SUBMITTAL ACTIVITIES

A. Registration

- (1) Organizations or individuals interested in responding to this RFP must register online with the County of San Mateo at www.publicpurchase.com
- (2) The County will not be liable for any Public Purchase site failures or technical problems.
- (3) To resolve technical issues related to electronic submittals contact Public Purchase at: http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html
- (4) All documents must be completed electronically. Other than signatures, hand-written responses, whether or not submitted electronically, will be rejected.
- (5) If directed to submit information as one or more PDF, Excel, or other electronic files, include the solicitation number in all filenames.

B. Change Requests and Exceptions to the Solicitation

Submit all questions, comments, exceptions, and suggestions, including notifications of apparent errors, by the Deadline for Questions and Comments to the designated questions field associated with this RFP at the Public Purchase site. Questions and comments received after the deadline may not be acknowledged.

(1) Request for Changes

If taking exception or requesting changes to any part of this solicitation, including (without limitation) Attachment B thereto, identify the specific words or phrases and the sections and paragraphs in which they occur. State all reasons for all requested changes and provide alternative suggested language. The County's consideration of a suggestion does not imply acceptance. Failure to submit exceptions prior to the proposal Due Date and Time will be deemed a waiver of any exception or objection. If the County receives adequate proposals that take no exceptions, the County may reject those proposals containing exceptions.

(2) Request for Substitution of Specified Equipment, Material, Article, or Patented Process

- a. Unless otherwise specifically provided in the solicitation, reference to any equipment, material, article or patented process, by trade name, make or catalog number, is to be regarded as establishing a standard of quality and not construed as limiting competition.
- b. Requests for substitutions of specified items must be received by San Mateo County, in writing, not less than 15 Business Days prior to the Due Date and Time. Furnish, at no cost to the County, all necessary and related information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any alternatives. The County's decision will be final.
- c. If a substitution is allowed, the County will issue an addendum to the solicitation.

C. Revisions to the Solicitation

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as addenda on <http://www.publicpurchase.com/>. No other revision of this solicitation will be valid. Proposers are responsible for ensuring that they have received all addenda from Public Purchase.

D. Contact with County Employees

Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

- (1) As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may communicate with or discuss any matter relating to the solicitation with any officer, agent, or employee of the County, other than the Authorized Contact person or through Public Purchase or as outlined in the protest procedures.
- (2) Proposers may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

E. Pre-Proposal Conference and Site Visits

- (1) If a pre-proposal conference is scheduled, metered parking may be available on the first floor of the nearby County parking garage or on the adjacent streets. The County will not offer reimbursement for parking expenses.

Answers to questions raised prior to and at the pre-proposal conference will be posted on the County's website.

F. Proposal Costs

The County will not be liable for any costs incurred by proposers in the preparation of proposals, oral presentations, or participation in any presentations, conferences, or negotiations.

3.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format.

Number all pages of the proposal. Tab, label, and order each section as follows:

- (1) Cover letter – no longer than one page, officially submitting the proposal and signed by an individual authorized to execute legal documents for the proposer, identifying all materials submitted. Identify the name and title of each person authorized to represent the organization in negotiations.
- (2) Table of Contents, listing all major topics and their respective page numbers
- (3) Executive Summary – no more than two pages describing the most important elements of the proposal and how the major requirements will be met
- (4) Exceptions to the solicitation, if any
- (5) Technical Proposal
 - a. Project Approach - Describe the Project approach including how the requested goods and services will be provided.
 - b. Scope of Work – Outline the proposed scope of work, including a public engagement process. This RFP includes a suggested format, although the County is seeking creative, efficient and comprehensive proposals and is willing to consider variations to the scope provided.
 - c. Project Schedule - Include Milestones, Deliverables, Dates, and a Project Management Plan

Notes:

- Address each requirement outlined in this solicitation in the order presented. Exhibits may be attached, but do not simply refer evaluators to an exhibit or another section of the proposal.
- Explain all responses in such a way as to be understood by staff unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed.

- Specify any needs for physical space or equipment that the County must provide during the engagement.
 - Explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.
- (6) Supplementary Documents
- a. Minimum Qualifications, using County forms if such are provided
 - b. Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity
 - c. Diagrams, plans, specifications, drawings, illustrations, etc.
 - d. Other required documents
- (7) Price Proposal
- a. Place all cost and pricing data in a separate sealed envelope clearly marked “PRICE PROPOSAL”
 - b. If paper or electronic forms and templates are provided for the Price Proposal, use them without modification. Failure to use the materials provided, or modification of the materials, may result in rejection of the entire proposal.
 - c. Include prices for the base period of service and if applicable, include approximate estimates for service beyond this scope (e.g., construction support).
 - d. Travel Costs - The County’s policy is not to reimburse travel costs. In limited circumstances the County may opt to reimburse travel expenses, lodging, meal, and incidental expenses. Any reimbursement is limited to the then-current Continental United States rate for the location of the work being done (San Mateo/Foster City/Belmont, California), set forth in the Code of Federal Regulations and found on the U.S. General Services Administration website. Airline and car rental travel expenses are limited to reasonable rates obtained through a cost-competitive travel service (e.g., a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below. If including travel costs, include them as separate line items in the Price Proposal. Reimbursement of travel costs shall be authorized, in writing, by the Director or Assistant Director prior to travel date

3.3 PROPOSAL SUBMISSION

A. Hard copy submissions

- (1) Contractor is required to submit both hard copies and electronic copy of the proposal. Submit sealed proposals along with all other required documents in a sealed package or envelope to the County Mailing Address. Clearly mark the following information on the outside of the envelope:
 - a. Proposer Name
 - b. Solicitation title
 - c. Solicitation number
 - d. Return address
- (2) The Department’s office is currently closed to the public due to Covid-19. Submit proposals and all required documentation so as to physically reach the County Mailing Address by the Due Date and Time. No allowance will be made for delays due to use of third-party delivery services or otherwise. Proposals received after the Due Date and Time may not be considered and may be returned unopened.

B. Electronic Submissions

Submit proposals to Public Purchase as directed. Allow sufficient time for uploads to complete. Upload may be terminated if not completed by the Due Date and Time, resulting in rejection of the proposal. Contact Public Purchase with technical questions regarding use of the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system. The system is available at:

<https://www.publicpurchase.com/gems/register/vendor/register>

- (1) Whether submitting one or several files, in the filename, include the RFP number and title and the name of the party submitting.
- (2) Conflicts between Certain Requirements - The information displayed electronically on the Public Purchase site will take precedence in the event of a discrepancy between information displayed and the information in the solicitation documents, solely relating to a determination of the timeliness of questions, comments, and bid submissions prior to bid submission and Contract formation. For all other discrepancies, the information in the solicitation documents will take precedence.

C. Errors in Proposals

- (1) Proposals may be rejected as unresponsive if they are incomplete, are missing pages, or cannot be opened for any reason. The County may waive minor irregularities in a proposal if it determines that doing so is in the best interest of the County. Such a waiver will not modify any remaining RFP requirements.
- (2) Once the submission deadline is passed, all proposals are final. The County will not be liable for any errors in proposals.

3.4 PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies that:

1. Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
2. It is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
3. All required licenses, certificates and permits are or will be valid at the time of contract award and will be kept valid for the duration of the contract; and
4. Neither proposer, its employees, nor any affiliated firm providing goods and services contemplated by this solicitation has prepared the plans, specifications, or requirements for this solicitation, or has any other actual or potential conflict of interest; and
5. It is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees and is unaware of any financial or economic interest of any public officer or employee of the County relating to this solicitation.

3.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, withdrawal of a proposal will preclude the proposer from participating in the procurement. If a new solicitation is issued for the same subject matter, the withdrawing proposer may not participate in the new solicitation as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

3.6 NO COMMITMENT

Neither submission of a proposal nor the County's receipt of any proposal materials confers any right to the proposer nor any obligation on the County. This RFP is not a commitment or contract of any kind, nor does it commit the County to award a contract or to defray any costs incurred in the preparation of a proposal.

3.7 ESTIMATED QUANTITIES

If the solicitation results in an indefinite quantity or requirements Agreement, the actual amount of goods and services requested by the County may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement.

3.8 PROPOSER SELECTION

A. Determination of Responsiveness

Each proposal will be evaluated to determine whether it conforms to the instructions set forth in this solicitation or any modifications issued prior to the Proposal Due Date and Time. The County, in its sole discretion, may waive non-consequential deviations if the deviations have not provided an advantage not given to other proposers.

B. Proposal Evaluation

Responsive proposals that meet required Minimum Qualifications, if any, will be evaluated and scored as described below.

- (1) The County will establish a committee to evaluate proposals submitted in response to this RFP. Evaluations will be based on the criteria specified in the solicitation. Inaccuracy or errors within a proposal may result in rejection of the proposal. After reviewing all responsive proposals, the evaluation committee may recommend one or more top-ranked proposers for final negotiation of contract terms.
- (2) Alternatively, the committee may establish a list of proposers to be invited for oral presentations and demonstrations, after which proposers may be allowed to amend their proposals and submit best and final offers. After final evaluations of proposals and presentations, the evaluation committee may recommend one or more top-ranked proposers for final negotiation of contract terms.
- (3) Proposals will be evaluated on the following criteria:
 - 25% - Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services
 - 25% - Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
 - 15% - History of successfully performing services for public or private agencies
 - 10% - Ability to complete work within required time frame
 - 25% - Price

C. Price Proposal

The table below explains the method by which the fee proposal is scored. The lowest total cost proposal will receive the maximum number of points assigned to the fee proposal evaluation criteria. All other proposals will be assigned points by dividing the amount of the lowest total fee proposed by the amount of

their respective total fee proposed and then multiplying the resulting number of the maximum number of points available to receive the proposers score.

For example, if a total of 25 points are assigned to evaluate the fee proposal, Firm A offers the lowest fee proposal of \$1000 receives all 25 points. Firm B is the next lowest proposal that offers \$1200 receives a score of 20.8 points (\$1000 divided by \$1200 multiplied by 25 points). Firm C has the highest proposal that offers \$1500 and receives a score of 16.7 (\$1000 divided by \$1500 multiplied by 25 points).

Firm	Firm A	Firm B	Firm C
Total Cost	\$1000	\$1200	\$1500
Calculation	-	$\frac{1000}{1200}$	$\frac{1000}{1500}$
Points Achieved %	1.0	0.83	0.66
Points (Max 50)	25	20.8	16.7

D. Determination of Responsibility

Responsive proposals under consideration for award will be evaluated to determine the responsibility of proposers. Final determination of responsibility will be made upon the basis of information submitted by the proposer and information resulting from the County’s investigation of the proposer. The County will notify any proposer found non-responsible and the proposer may contest the finding.

3.9 CONTRACT AWARD

A. Award Procedure

- (1) Award, if made, will be to the responsive, responsible firm offering the best value to the County for the services and goods described in this solicitation, or if applicable, for a specific portion of the services and goods described. Failure to award a contract to lowest cost proposer will not constitute a valid cause of action against the County.
- (2) No contract is binding upon San Mateo County until it is approved by the San Mateo County Board of Supervisors and fully executed by all parties. Contract negotiations themselves are neither an offer nor an implicit or explicit guarantee that a contract will be executed. The Board of Supervisors may accept or reject recommendations made by the evaluation committee. If an agreement is reached, it will be memorialized in a formal agreement using the attached Standard Contract Template (Attachment A).

B. Notice of Intent to Award

Once a decision has been made to award a contract to one or more proposers, the County will issue a Notice of Intent to Award and will notify the non-selected proposers of their non-selection.

C. Commencement of Performance

Once all parties have signed the Agreement, the County will issue a Notice to Proceed. No work may commence until after the Notice has been issued. Work performed prior to that time will be uncompensated.

3.10 PROTESTS

Protests that do not comply with the protest procedures outlined below will be rejected.

A. Protest Eligibility and Format

- (1) Protests or objections may be filed regarding the procurement process, solicitation or addenda content, or contract award. The County will only review protests submitted by an interested

party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. A subcontractor does not qualify as an interested party.

- (2) Submit protests by e-mail to protests@smcgov.org.

B. Protest Deadlines

File protests with any supplemental materials by 4:00 p.m. PST, as appropriate, on the deadlines set forth below. The date of filing is the date the County receives the protest, unless received after 4:00 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental protest materials filed after the relevant deadline may be rejected by the County.

- (1) If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.
- (2) If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
- (3) If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.
- (4) If a Public Record Act request is filed within any of the deadlines stated above, a subsequent protest based on the information disclosed in the PRA must be filed within five days of the County's provision of the information to the requesting party.

C. Protest Contents

- (1) The letter of protest must include all of the following elements:
 - a. Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
 - b. The law, rule, regulation, ordinance, provision or policy upon which the protest is based, alleging a clear violation of a specific law, rule, regulation, or written policy.
- (2) Protests that simply disagree with the decisions of the Evaluation Committee will be rejected.

D. Reply to Protest

The County will send a written decision to the protestor, and if applicable, to the party whose proposal is the subject of the protest.

E. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent the County from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

3.11 PUBLIC RECORDS

A. General

- (1) All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
- (2) Any contract arising from this RFP will be a public record in its entirety.
- (3) Submission of any materials in response to this RFP constitutes:

- a. Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials
- b. Complete waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected
- c. Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
- d. Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

B. Confidential Information

- (1) The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- (2) If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
- (3) Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.
- (4) Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- (5) Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

SECTION IV - QUALIFICATIONS AND EXPERIENCE

4.1 MINIMUM QUALIFICATIONS

Proposals will be accepted only from firms that include the following:

- Evidence or certification of legal authorization to do business in the State of California
- Evidence or certification of at least 5 years in the business of supplying the requested professional services
- Demonstrated experience necessary to effectively provide the required service
- Proposers must all be registered as a public works contractor, pay prevailing wages for applicable services, follow apprenticeship requirements, and maintain and submit certified payroll records. Please visit the following link for more information:
<https://www.dir.ca.gov/Public-Works/Contractors.html>

4.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE

Provide all of the following regarding the prime proposer and if applicable, all joint proposers.

A. Organizational Capacity:

- (1) Titles and names of staff members who will be on the team responsible for the Project, as well as the expected availability of the various individuals. If requested, include the resume of a dedicated, full-time Project manager.
- (2) All applicable licenses and license numbers relevant to or required for the Project, the names of the holders of those licenses, and the names of the agencies issuing the licenses.
- (3) Names of proposed subcontractors other than suppliers and descriptions of their respective roles and responsibilities. If portions of work will be performed by subcontractors, include a letter of commitment from each subcontractor.

B. Experience

- (1) The number of years in business.
- (2) All previous business names, if any, and number of years in business under each previous business name.

4.3 REFERENCES

Provide at least three references from successfully completed projects of similar nature to that described in this solicitation, including the name of the organization for which work was performed, and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current. If the County cannot contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.

SECTION V - INSURANCE

Provide evidence of insurance for each of the checked categories

<input checked="" type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$1,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 - per accident for bodily injury and property damage.
<input checked="" type="checkbox"/>	Workers' Compensation	As required by the State of California
<input checked="" type="checkbox"/>	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions)	\$1,000,000 - per occurrence.
<input type="checkbox"/>	Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of this Contract and for three years thereafter.
<input type="checkbox"/>	Pollution Liability (Per Occurrence)	\$
<input type="checkbox"/>	Pollution Liability (Aggregate)	\$
<input type="checkbox"/>	Installation Floater	Replacement Cost

SECTION VI - ATTACHMENTS

- 6.1 ATTACHMENT A: LANDSCAPE PLAN**
- 6.2 ATTACHMENT B: STANDARD TEMPLATE FORM**