

**SUNRISE RECREATION AND PARK DISTRICT
AGREEMENT FOR THE
Antelope Aquatic Complex-Aquatic Slide Resurfacing
Contract # 2019-9-ACP**

THIS AGREEMENT is made and entered into as of this **22nd** day of **November 2019**, by and between the SUNRISE RECREATION AND PARK DISTRICT, a park district formed and existing under authority of Public Resources section 5780 et seq., hereinafter referred to as "DISTRICT," and **Teca Aquatics Innovations Inc., a Corporation**, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on **August 1, 2019**, the Advisory Board of Directors directed District staff to solicit a Request for Qualifications (RFQ) for the **Aquatic Slide Resurfacing at the Antelope Aquatic Complex**, hereinafter referred to as "PROJECT"; and

WHEREAS, the DISTRICT has determined it is necessary to retain CONTRACTOR to complete the **Aquatic Slide Resurfacing at the Antelope Aquatic Complex**, as defined in Exhibits A, B, and C; and

WHEREAS, the DISTRICT has prepared the necessary documents to create an RFQ and supporting documents for the **Aquatic Slide Resurfacing at the Antelope Aquatic Complex**; and

WHEREAS, the DISTRICT staff conducted a competitive bid process; and

WHEREAS, CONTRACTOR was selected out of 3 proposals; and

WHEREAS, on November 21, 2019, the Advisory Board of Directors authorized the DISTRICT ADMINISTRATOR to award the bid for the **Aquatic Slide Resurfacing at the Antelope Aquatic Complex to Teca Aquatics Innovations Inc.** and execute a contract; and

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

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

I. SCOPE OF SERVICES

Contractor shall provide services defined in the amount, type and manner described in Exhibits A, B, and C, which are attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on March 15, 2020.

III. NOTICE

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

TO DISTRICT

Dave Mitchell
Sunrise Recreation and Park
District
7801 Auburn Blvd.
Citrus Heights, CA 95610

TO CONTRACTOR

Steven Payne
Teca Aquatics Innovations Inc.
2062 S. 550 W
SYRACUSE, UT 84075

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

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

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

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by DISTRICT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by DISTRICT.

- B. CONTRACTOR further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in Federal, State or County government contracts. CONTRACTOR certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of DISTRICT and shall be delivered to DISTRICT upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by DISTRICT. DISTRICT recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including contractor's employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent CONTRACTOR, CONTRACTOR hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of DISTRICT to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the

direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the DISTRICT shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent CONTRACTOR and not an employee of DISTRICT, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to be compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the DISTRICT to employees of the DISTRICT.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of contractors assigned personnel under the terms and conditions of this agreement.

X. CONTRACTOR IDENTIFICATION

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

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR failure to cure such default within 90 days of notice by DISTRICT shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from DISTRICT: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided

to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between DISTRICT and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from DISTRICT, CONTRACTOR agrees to indemnify and hold harmless DISTRICT from any and all claims that may be made against DISTRICT for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that DISTRICT has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against DISTRICT should SCERS modify or terminate retirement benefits based on CONTRACTOR provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

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

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to DISTRICT, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures DISTRICT that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully

discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of DISTRICT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVII. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services provided under this Agreement, Contractor shall indemnify, defend, and hold harmless DISTRICT and the County of Sacramento, their respective governing and advisory Boards, (emphasis added for clarity) officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto, and recovery of monetary losses incurred by an Indemnified Party directly attributable to the performance of Contractor, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor, its employees, Contractor's subconsultants or subcontractors at any tier, or any other party for which Contractor is legally liable under law.
- B. The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to Contractor. Contractor shall defend Indemnified Parties with counsel reasonably acceptable to County. Notwithstanding the foregoing, County shall be

entitled, on its own behalf, and at the expense of Contractor, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should County elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that Contractor thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by Contractor or Contractor's subconsultants or subcontractors at any tier.
- D. Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

XVIII. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit A. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit A. It is understood and agreed that DISTRICT shall not pay any sum to CONTRACTOR under this Agreement unless and until DISTRICT is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XIX. INFORMATION TECHNOLOGY ASSURANCES

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

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit B, or Exhibit B as modified by DISTRICT in accordance with express provisions in this Agreement.

- B. CONTRACTOR shall submit an invoice in accordance with the procedures prescribed by DISTRICT on a monthly basis or as otherwise provided for in Exhibit B. Invoices shall be submitted to DISTRICT no later than the fifteenth (15th) day of the month following the invoice period, and DISTRICT shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. DISTRICT operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by DISTRICT unless CONTRACTOR has obtained prior written DISTRICT approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, DISTRICT may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of DISTRICT personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from DISTRICT before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by DISTRICT for the performance of any subcontractor whether approved by DISTRICT or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of DISTRICT.

XXIII. AMENDMENT AND WAIVER

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

XXIV. SUCCESSORS

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

XXV. TIME

Time is of the essence of this Agreement. Total for project is 114 calendar days barring rain or other uncontrollable events.

XXVI. INTERPRETATION

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

XXVII. DISTRICT ADMINISTRATOR

As used in this Agreement, "DISTRICT ADMINISTRATOR" shall mean the District Administrator of the Sunrise Recreation and Park District, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. DISTRICT shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws

of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXIX. TERMINATION

- A. DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. DISTRICT may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. DISTRICT may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the DISTRICT is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in DISTRICT'S yearly proposed and/or final budget are not appropriated by DISTRICT for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by DISTRICT as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall DISTRICT pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DISTRICT concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. DISTRICT shall explain procedures for reporting the required information.

XXXI. PRIOR AGREEMENTS

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

XXXII. SEVERABILITY

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

XXXIII. FORCE MAJEURE

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

XXXIV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this

Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXV. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXXVI. AUTHORITY TO EXECUTE

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

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

**SUNRISE RECREATION AND PARK
DISTRICT, a Political subdivision
of the State of California**

**TECA AQUATICS INNOVATION INC.,
a Corporation**

By _____
Dave Mitchell, District Administrator

By _____
Steven Payne, Owner

Date: _____

Date: _____

**EXHIBIT A to Agreement
between the SUNRISE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT," and
TECA AQUATICS INNOVATIONS INC. referred to as "CONTRACTOR"**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the DISTRICT, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provide certificates.** The DISTRICT may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the DISTRICT, the interests of the DISTRICT and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the DISTRICT before performance commences. The DISTRICT reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the DISTRICT.

B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial

Automobile Liability coverage form CA 0001.

1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverage's that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

Building Trades General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

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

- B. AUTOMOBILE LIABILITY:
 1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property

damage.

- C. WORKERS' COMPENSATION: Statutory.
- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
- E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

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

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

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

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

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

- A. All Policies:
 - 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The DISTRICT may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the DISTRICT, the interests of the DISTRICT and the general public are adequately protected.
 - 2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall

maintain all insurance coverages and limits in place at all times and provide the DISTRICT with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

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

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. **ADDITIONAL INSURED STATUS:** The DISTRICT, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the DISTRICT, its officers, directors, officials, employees, or volunteers.
- B. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. **PRIMARY INSURANCE:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- D. **SEVERABILITY OF INTEREST:** The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured

endorsements as provided by CONTRACTORs subcontractor.

VIII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the DISTRICT, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against DISTRICT, its officers, directors, officials, employees, agents or volunteers.

IX. PROPERTY

Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the CONTRACTOR in performance of the Agreement shall contain the following provisions:

1. The DISTRICT shall be named as loss payee.
2. The Insurer shall waive all rights of subrogation against the DISTRICT.

Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by the CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the DISTRICT.

X. NOTIFICATION OF CLAIM

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

**EXHIBIT B to Agreement
between the SUNRISE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT," and
TECA AQUATICS INNOVATIONS INC. hereinafter referred to as "CONTRACTOR"**

Total cost for the project will not exceed Eighty-Four Thousand and No cents. (\$84,000.00).

SCOPE OF SERVICES

The work to be performed under this contract is identified in the proposal dated 11/4/2019 and presented below:

*Utah #7812307-5501
California #1002638*

*Hawaii #34389
Arizona #317347*



**Proposal
revised**

Sunrise Recreation & Park District

11/4/19

Waterslide Renovation: Slide "B" 1,256 sq. ft. open-flume

Interior:

Remove existing joint sealant

Sand interior of slide with 80 grit sandpaper to remove contaminants and leave a smooth surface.

Hand-score surface with 80 grit sandpaper to create a mechanically bondable surface

Wash surface with water and acetone

Apply a minimum of 2 coats of colored resin gelcoat (Ashland-premium gelcoat) to a minimum thickness of 24 mil.

Wet-sand surface of newly installed gelcoat to remove any burs or sharp points and remove any runs.

Polish interior with specially formulated compound to remove down to 400 grit scratches in surface. (AquaBuff 2,000)

Wax interior with a wax formulated for gelcoat surface (Carnauba Wax)

2062 S. 550 W. Syracuse, UT. 84075

Install new joint sealant, white (sika 1-A)

Exterior:

Power-wash exterior of slide

Prime exterior with Tnemec series 66 hi-build epoxoline primer

Coat with color (to match existing) of Tnemec series 1095 (low VOC, & CA compliant) aliphatic acrylic polyurethane with UV inhibitors.

Hardware to be encapsulated in exterior coatings

Waterslide Renovation: Slide "A" 1,346 sq ft enclosed

Interior:

Slide interior is in good shape, because of the nature of slide being enclosed, slide surface has not been affected by U.V. degradation

Maintenance to include removal of calcium build-up

Polish/wax interior of slide

Exterior:

Procedure is the same as slide "B"

Total: \$84,000.00

Thank you for allowing us the opportunity to provide a quote for Waterslide Renovation Project. We hope that this presentation confirms our sincere desire to be of service to you. Should you have any questions or concerns, please don't hesitate to contact me.

Respectfully Submitted,

Steven Payne
V.P – Teca Aquatics Innovations, Inc.

The land and facility is managed by the Sunrise Recreation and Park District, a Special District of Sacramento County.

Timeline

The project is scheduled be completed by March 15, 2020. Work days are Monday through Friday unless prior arrangements are made and are agreeable with the Project Manager.

Labor Compliance

The Contractor is responsible to meet and comply with the labor compliance requirements as set forth in Exhibit C.

**EXHIBIT C to Agreement
between the SUNRISE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT," and
TECA AQUATICS INNOVATIONS INC. hereinafter referred to as "CONTRACTOR"**

**The RFP and RFP Questions for this project are hereby
Incorporated in this contract by reference.**

Q & A
AQUATIC SLIDE RESURFACING AT ANTELOPE AQUATIC COMPLEX
RFQ #2019-9-ACP
September 25, 2019

- 1) Is Sunrise Recreation and Park District looking at doing both the exterior and the interior for the closed and open slides (only first 2 and last 3 sections of the closed slide interior)?

For the open slide (flume slide), we want resurfacing done on the interior AND exterior.
For the closed slide (tube slide), we want interior resurfacing of only the first 2, and last 3 sections as well as the start tub. We also want the entire exterior of the closed slide (tube slide) resurfaced.

- 2) We would not be painting the tower, right?

The RFQ does NOT include painting the tower, or doing anything to the tower at all.

- 3) We typically paint all hardware when resurfacing the exterior of slides. Will you accept bids that cover the hardware?

Yes, we will accept bids that cover the exterior hardware with paint.

- 4) We can leave the hardware exposed if you need us to, but it will cost much more. Are you sure you want us to include exposed hardware in our proposal

After feedback from various bidders, SRPD has changed the requirements of the project, and will now be accepting bids with covered hardware. You are welcome to submit a bid with covered hardware.

- 5) Is it required that the contractor own a California State Contractors License?

Yes. This is a public works project, so it requires DIR registration and a California Contractor's License.

- 6) What type of caulk have you been using in these slides?

We have been using Sikaflex Caulk.

- 7) Do you want the exterior of the slides to be gel-coated as well?

The exterior of both slides needs to be resurfaced. We will accept and review bids to coat the surface with gel-coat, Poly-Siloxan paint, and/or other professional grade products as recommended by the contractor. The quality and longevity of the products used will be considered as part of the selection process.

Bids are due: NO LATER THAN: 3:00 P.M., THURSDAY, OCTOBER 3, 2019

Q & A
AQUATIC SLIDE RESURFACING AT ANTELOPE AQUATIC COMPLEX
RFQ #2019-9-ACP
September 25, 2019

- 1) Is Sunrise Recreation and Park District looking at doing both the exterior and the interior for the closed and open slides (only first 2 and last 3 sections of the closed slide interior)?

For the open slide (flume slide), we want resurfacing done on the interior AND exterior.
For the closed slide (tube slide), we want interior resurfacing of only the first 2, and last 3 sections as well as the start tub. We also want the entire exterior of the closed slide (tube slide) resurfaced.

- 2) We would not be painting the tower, right?

The RFQ does NOT include painting the tower, or doing anything to the tower at all.

- 3) We typically paint all hardware when resurfacing the exterior of slides. Will you accept bids that cover the hardware?

Yes, we will accept bids that cover the exterior hardware with paint.

- 4) We can leave the hardware exposed if you need us to, but it will cost much more. Are you sure you want us to include exposed hardware in our proposal

After feedback from various bidders, SRPD has changed the requirements of the project, and will now be accepting bids with covered hardware. You are welcome to submit a bid with covered hardware.

- 5) Is it required that the contractor own a California State Contractors License?

Yes. This is a public works project, so it requires DIR registration and a California Contractor's License.

- 6) What type of caulk have you been using in these slides?

We have been using Sikaflex Caulk.

- 7) Do you want the exterior of the slides to be gel-coated as well?

The exterior of both slides needs to be resurfaced. We will accept and review bids to coat the surface with gel-coat, Poly-Siloxan paint, and/or other professional grade products as recommended by the contractor. The quality and longevity of the products used will be considered as part of the selection process.

Bids are due: NO LATER THAN: 3:00 P.M., THURSDAY, OCTOBER 3, 2019

Sunrise Recreation and Park District

REQUEST FOR QUALIFICATIONS (RFQ)



Aquatic Slide Resurfacing At Antelope Aquatic Complex

Deadline for Submission: 3:00 p.m., Thursday, October 3, 2019

Under no circumstances will late proposals be accepted

**Sunrise Recreation and Park District (SRPD)
7801 Auburn Blvd.
Citrus Heights, CA 95610
(916) 725-1585**

TABLE OF CONTENTS

SECTION I.	PROJECT DESCRIPTION SUMMARY
SECTION II.	BACKGROUND
SECTION III.	THE DISTRICT'S ROLE
SECTION IV.	SCOPE OF WORK
SECTION V.	SCHEDULE
SECTION VI.	PROPOSAL CONTENT & SUBMITTAL
SECTION VII.	LABOR COMPLIANCE
SECTION VIII.	INSURANCE
SECTION IX.	INSPECTION
SECTION X.	COMPENSATION
SECTION XI.	METHOD OF EVALUATION AND SELECTION
SECTION XII.	SUBMISSION DEADLINES
SECTION XIII.	EXHIBITS

Sunrise Recreation and Park District

REQUEST FOR QUALIFICATIONS AQUATIC SLIDE RESURFACING

Aquatic Slide Resurfacing at Antelope Aquatic Complex

SECTION I. PROJECT DESCRIPTION SUMMARY

The Sunrise Recreation and Park District (SRPD) is soliciting qualification statements and project bid proposals for the resurfacing of two aquatic slides including gel-coating the interior surfaces and painting the exterior surfaces. Proposals are to include all prep-work, repairs, resurfacing, caulking, and finish work associated with the project. Both materials and labor are to be included in proposals.

SECTION II. BACKGROUND

The Antelope Aquatic Complex is located at 7990 Palmerson Drive, Antelope CA 95843. Construction and operation of the facility is mandated through a Joint Use Agreement between Sunrise Recreation and Park District and Roseville Joint Unified High School District. The Sunrise Recreation and Park District is responsible for the resurfacing of the aquatic slides.

In 2009, the construction of the Antelope Aquatic Complex was completed. This facility includes two aquatic slides: one flume style, and one tube style. Both slides have been maintained by Sunrise Recreation and Park District Staff since the time of construction. Both slides currently meet all DOSH and California safety standards. The Sunrise Recreation and Park District is seeking a qualified contractor to resurface both slides.

SECTION III. THE DISTRICT'S ROLE

The Sunrise Recreation and Park District will provide site access. The Project Manager and point-of-contact will be Recreation Manager Becky Herz, 916-725-0185, bherz@sunriseparks.com

SECTION IV. SCOPE OF WORK

The contractor will be required to provide all equipment, materials, and labor to complete work described herein. The general objectives of the project includes, but will not be limited to, the following:

- A.) Prepare and prime both slides with appropriate methods and materials
- B.) Repair any cracks or damage as necessary
- C.) Refurbish the start tub, interior ride path, and wrap-around edges of the flume slide with Gel Coat to match current color
- D.) Refurbish the start tub, first 2 sections, and last 3 sections of the tube slide with Gel Coat to match current color
- E.) Caulk all seams in both slides with appropriate methods and materials
- F.) Lay non-skid material in the start tubs of both slides
- G.) Paint the exterior surfaces of both slides with appropriate methods and materials to match current colors, leaving all hardware exposed
- H.) Clean, polish, and wax the interior of the tube slide

SECTION V. SCHEDULE

Key dates for proposal evaluation and selection are:

Distribution of RFQ	September 5, 2019
Site Walk (non-mandatory) <i>On location at 7990 Palmerson Drive, Antelope CA 95843</i> <i>Contact: Project Manager Becky Herz at bherz@sunriseparks.com</i>	September 19, 2019 (10:00 am)
Deadline for submission of questions <i>E-mail to Project Manager Becky Herz at bherz@sunriseparks.com</i>	September 23, 2019 (5:00 pm)
Answers to all questions posted <i>Posted at www.sunriseparks.com</i>	September 24, 2019
Proposal submission deadline	October 3, 2019 (3:00 pm)
Board approval of selected proposal	October 17, 2019
Expected completion of contracted work	March 15, 2020

SECTION VI. PROPOSAL CONTENT & SUBMITTAL

The proposal shall include the following as a minimum:

1. Submit one copy of proposal, to be received no later than 3:00 p.m., Thursday, October 3, 2019, via U.S. Mail, UPS, FedEx, or personal delivery to:
Sunrise Recreation and Park District
Attn. Dave Mitchell
7801 Auburn Blvd.
Citrus Heights, CA 95610

The proposal must be submitted in a sealed envelope/package clearly marked with the Contractor's name and "Aquatic Slide Resurfacing at Antelope Aquatic Complex". **The cost proposal shall be enclosed in a separate sealed envelope with the Contractor's name and "Cost Proposal", and submitted as part of the project proposal packet.**

2. Proposals received late, for any reason, shall not be accepted.
3. The proposal shall not exceed twelve (12) 8½" by 11" sheets of paper, excluding the cover sheet, table of contents and index sheets.
4. A detailed proposal showing the scope of work on each slide including the specification of the materials used as well as techniques used and thickness of materials, when applicable.
5. The proposal must include Contractor's Project Manager and/or Project contact. SRPD encourages the use of local subcontractors where appropriate.
6. Include list of current and past work on similar projects, and corresponding client's names, titles and phone numbers. A minimum of 3 references, including at least one completed in California is recommended.
7. Include a disclosure of all personal, professional or financial relationships with any officer or employee of the District.
8. The cost proposal will be used as a basis to negotiate a contract price that is reasonable and agreed to by both parties. If an agreement cannot be reached, the District will contact the Contractor with the next highest ranked proposal.
9. The successful Contractor shall be expected to fully meet all representations made in its proposal.

SECTION VII. LABOR COMPLIANCE

The Contractor is responsible to meet comply with the following labor requirements:

The County of Sacramento received final approval from the Director of the California Department of Industrial Relations as a Labor Compliance Program effective March 15, 1994. All questions regarding this Labor Compliance program should be directed to the Construction Management Division, Labor Compliance Division, Attn: Harmail Nijjar 916.875.2711 or fax 916.875.2717. In accordance with Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any project of \$25,000, or less, when the project is for construction work, or of \$15,000, or less, when the project is for alteration, demolition, repair, or maintenance work.

This is a "construction" project in accordance with Section 1771.5 of the California Labor Code. "Prevailing Wage Requirements" will apply.

Pursuant to the California Labor Code Section 1720 and following, and Section 1770 and following, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file in the office of the Clerk of the Board and are available upon request from the labor compliance office at (916) 875-2700. Wage schedules may be downloaded at the DIR website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

SECTION VIII. INSURANCE

Before beginning any work, the contractor shall furnish or have on file, satisfactory certificates of insurance. The certificates must be held by the Sunrise Recreation and Park District, a special district of Sacramento County and must remain in effect for the duration of the contract.

CONTRACTOR shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis).

Minimum limits and structure shall be:

Building Trades General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

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

AUTOMOBILE LIABILITY:

Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.

Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

SECTION IX. INSPECTION

It is the Contractor's sole responsibility to coordinate with DOSH for inspection of completed work. Upon passed inspection, Contractor shall provide District with documentation of passed inspection.

SECTION X. COMPENSATION

The compensation for all equipment, materials, and labor to complete all work shall not exceed the agreed upon cost proposal, and no additional compensation shall be allowed.

The District shall pay the Contractor within thirty (30) days of receiving documentation of passed inspection and receipt of an appropriate and correct invoice. Each invoice shall be reviewed to determine whether the equipment, materials, and labor have been completed in a manner that is satisfactory to the District Administrator or his/her designee.

SECTION XI. METHOD OF EVALUATION AND SELECTION

Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFQ. Failure to meet the requirements for the RFQ can be cause for rejection of the proposal. The District may reject any proposal if it is conditional, incomplete or contains irregularities. The District may waive any immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Contractor from compliance with the contract requirements if the Contractor is awarded a contract.

Qualification statements will be judged with primary consideration given to scope of work, quality of materials, workmanship, and references.

A committee of the District will rank proposals. The Contractor with the highest ranking will then be reviewed for cost proposal. If the District and the Contractor can come to a negotiated price that is reasonable and agreed to by both parties, the Contractor will be selected and recommended to the District Advisory Board for approval. If an agreement cannot be reached, the District will contact the Consultant with the next highest ranked proposal.

The successful firm to whom work is awarded shall, within 30 days of Advisory Board approval, enter into a contract with the District for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within 30 days of Advisory Board approval shall be just cause for the District to contract with the next responsible contractor.

SECTION XII. SUBMISSION DEADLINES

QUESTIONS

All questions must be submitted by **(5:00 P.M.) September 23, 2019** to:

Becky Herz

bherz@sunriseparks.com

PROPOSALS

All proposals must be submitted by **(3:00 pm) October 3, 2019** to:

Sunrise Recreation and Park District

Attention: Dave Mitchell, District Administrator

7801 Auburn Blvd.

Citrus Heights, CA 95610

There is no expressed or implied obligation for the District to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

The District reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFQ, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the Contractor.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement shall be vested in the District.

The District reserves the right to reject any or all proposals submitted.

SECTION XIII. EXHIBITS

See PDFs 1-8 for images and measurements of the Antelope Aquatic Complex Slides at <https://www.sunriseparks.com/rpq-aquatic-slide-resurfacing-2019>