

East Bay Regional Park District

Oakland, California

Request for Proposals:

**Website Redesign for the
East Bay Regional Park District**

Issued: September 15, 2025

Responses Due: October 6, 2025, by 5:00 PM PST

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PROPOSAL SUBMITTAL PROCESS

Proposals must be received by the Park District no later than 5:00 PM PST, October 6, 2025. Please submit Proposals via e-mail to kstrey@ebparks.org. Late Proposals will not be considered.

For this project, a **Bidders Conference will be held on Monday, September 29, 2025, at 1:00 PM PST via Zoom** to provide an overview of the project scope and answer clarifying questions from prospective Proposers. Attendance is strongly encouraged. Details for accessing the conference will be shared with interested parties upon request. We ask that you notify us of your interest in submitting a Proposal by emailing Kendra Strey, kstrey@ebparks.org. Prospective Proposers who express interest will receive updates, including responses to all substantive questions and relevant materials.

Any questions must be submitted in writing to kstrey@ebparks.org. Phone calls/messages will not be returned.

PROJECT DESCRIPTION

The East Bay Regional Park District (Park District) is seeking qualified website design professionals and related firms/agencies (Contractor) to perform a comprehensive redesign of its public-facing website. The selected Contractor will collaborate with the Park District to deliver a modern, user-focused, and accessible website that reflects the Park District's mission and supports its diverse audiences. The new website should enhance usability, support multilingual access, and streamline digital content management.

Over an estimated period of 18 months, the Contractor will work in collaboration with a Park District project manager and related support staff to:

1. Conduct a needs assessment;
2. Use assessment findings to develop a project plan that includes proposed site architecture;
3. Move approved project plan into implementation and testing phases;
4. Post-launch, remain available for at least 60 days to troubleshoot functionality issues. The Park District invites the Contractor to submit a supplementary consultancy Proposal for monthly maintenance and support to commence after the redesign project is complete.

The Park District's website serves several key purposes:

1. It provides general information about the visitor experience at each Regional Park, including details such as operation hours, closure alerts, park descriptions, amenities, activities/events, maps, and public transit information.
2. It offers information on regional biodiversity and visitor safety tips (e.g., encountering coyotes).
3. It informs the public about the Park District's work in the areas of habitat conservation and open space protection, climate adaptation, and wildfire prevention.
4. It meets all requirements for a public agency/special district to notify the public and provide transparent access to Board of Directors decision-making and Park District work products and analysis. Via third-party iFrame embedding, the website also hosts Park District public meeting agenda information and live streaming of public meetings in compliance with the California Brown Act.

The website needs general usability and architectural improvements, while still meeting its key purposes. Special attention is needed to easily communicate information to individuals with special needs, such as those with mobility and vision deficits who have specific questions related to accommodations.

BACKGROUND ON THE EAST BAY REGIONAL PARK DISTRICT

Founded in 1934, the Park District celebrated its 90th anniversary in 2024. The Park District was first envisioned by Frederick Law Olmsted in 1930. The first 10,000 acres of parkland were surplus East Bay Municipal Utility District lands located in the East Bay hills. Over the following 90 years, an extensive system of parks, trails, and natural areas evolved. Today the Park District spans the entirety of two counties – Alameda and Contra Costa – with a combined population of close to 3 million residents, which is nearly the population of the entire state of Nevada.

The East Bay Regional Park District is the largest regional park system in the nation, composed of more than 126,000 acres. It operates 73 regional parks (including properties that are in landbank status) and over 1,300 miles of trails, offering a wide range of recreational, environmental, and educational services. These parks conserve natural and cultural resources while providing accessible open space and recreation for people of all ages and abilities. Facilities collectively receive more than 30 million visits annually.

(See Appendix: Figure 1 – Park District Map).

The Park District acquires, manages, and preserves land with diverse natural and cultural resources for all to enjoy and protect. Natural resources are the foundation of the parks; the wildlife, plants, soils, and water provide a rich user experience. The parks support a variety of activities including hiking, biking, horseback riding, picnicking, camping, fishing, swimming, boating and environmental education. The Park District maintains 10 interpretive/educational centers, as well as 17 wedding, meeting, and banquet facilities.

The Park District’s mission (its essential role) is to “preserve a rich heritage of natural and cultural resources and provide open space, parks, trails, safe and healthful recreation, and environmental education. An environmental ethic guides the District in all of its activities.” The Park District’s vision (the direction, values, and objectives) is “an extraordinary and well-managed system of open space parkland in Alameda and Contra Costa counties, which will forever provide the opportunity for a growing and diverse community to experience nature nearby.”

Five values guide the work of the Park District:

- Respect: We honor the land we steward, each other, and the park visitors we serve.
- Resilience: We creatively adapt to change. We address challenges with empathy, perspective, and determination.
- Relationships: Our greatest strength lies in the trust, accountability, and teamwork we cultivate with our colleagues, partners, and the public we serve.
- Responsiveness: We communicate openly, honestly, and reliably.
- Transparency: We hold the public’s trust through meaningful stakeholder engagement and access to timely and reliable information on decisions and performance.

The Park District is governed by a seven-member elected Board representing seven geographic Wards in Alameda and Contra Costa counties. Each Ward has a population of 400,000 or more, which is the same size as a State Assembly District.

A General Manager oversees seven Divisions: Acquisition, Stewardship, and Development; External Affairs; Finance and Management Services; Human Resources; the Office of Equity; Operations; Public Safety; and over 1,000 staff. The Park District operates like a municipality. It has its own General Counsel, Chief Financial Officer, and Legal and Government Affairs departments. It also has police, fire, and lifeguard services departments (Public Safety); a division dedicated to public works including park operations and maintenance; departments responsible for planning, design, and land acquisition; natural resources and stewardship; grants; and information technology.

While the Park District is largely financed by property taxes, ballot measures, and grants, private support is provided through the nonprofit Regional Parks Foundation partner (<https://www.regionalparksfoundation.org>).

More information can be found at - <https://www.ebparks.org/about/mission-vision>

THE DISTRICT PLAN

The Park District is developing a new strategic plan, called the District Plan. It will identify high-level goals and strategies and prioritize actions over the coming decades. The Park District last underwent this process in 2013, and the new plan will build upon these past efforts and expand to incorporate changes in the climate, economy, and demographics of the East Bay.

The website redesign initiative will complement the District Plan implementation process by improving public access to information through a more user-friendly design. The redesign will modernize navigation, accessibility, and content organization to better serve visitors, while also streamlining internal management to keep the site accurate, efficient, and aligned with the Park District's mission of public engagement and stewardship.

More information about the District Plan can be found at - <https://www.ebparks.org/district-plan>

SCOPE OF SERVICES

The Park District seeks to retain a qualified website design professional or related firm/agency to perform a comprehensive redesign of its public-facing website. The goal is to deliver a modern, user-focused, and accessible online experience. The new website should enhance usability, support multilingual access, comply with applicable laws, and streamline digital content management.

The Park District is seeking the expertise and technical skills of a contractor to assist in the following ways:

- Perform a needs assessment: Gather input from key stakeholders. Audit the existing website's content, design and user experience, and technical health (i.e., speed, SEO).
- Develop site architecture that improves the user experience.
- Special attention is needed to easily communicate information to individuals with special needs, such as those with mobility and vision deficits who have specific questions related to accommodations.
- The Park District's current website contains more than 2,000 individual pages, many of which are outdated, duplicative, or no longer relevant. A preliminary content review suggests that at least 25% of these pages will be retired as part of the redesign. The new website must prioritize a streamlined, intuitive user experience, present accurate and current content, comply with applicable laws, and meet the needs of a diverse and multilingual audience.

The project will be led by the Park District's Public Affairs Department, which includes:

- A webmaster who will collaborate closely during the redesign process and continue managing the back end after the project is completed.
- The Department's Communications Manager and support staff will lead content rewrites and art asset gathering, though support is needed from the Contractor on project management and organization.
- A graphic designer will drive decision making on the site's visual look in line with other Park District collaterals and visual assets.

This initiative is part of the Park District's broader commitment to improving how it connects with and serves the public, now and into the future. The engagement is expected to span approximately 18 months, aligning with major milestones in other key initiatives, namely, the implementation of a new District Plan (strategic plan).

DELIVERABLES

The selected Contractor will be responsible for providing the following deliverables over the course of an approximate 18-month engagement:

Task 1. NEEDS ASSESSMENT

- With the Park District's Communications Manager and webmaster, the selected Contractor will conduct stakeholder interviews (internal departments and potentially public users).
- Evaluate existing website structure, analytics, and user behavior.
- Develop a content inventory and audit recommendations.

Task 2. WEBSITE REDESIGN

- Create information architecture and site map based on user needs.
- Working with the Park District's graphic designer, the Contractor will collaborate on design concepts and facilitate the gathering of feedback.
- Develop a mobile-friendly website with ADA compliance (WCAG 2.1 AA minimum).
- Implement robust content management system (CMS).
- Integrate tools for multi-language translation (e.g., plug-ins or APIs).
- Implement SEO best practices and page speed optimization.
- In collaboration with the Park District's Communications Manager and webmaster, the Contractor will project manage the refreshment of retainable content and then migrate to the new site (estimated 75% of current pages).
- Archive or retire unnecessary content.
- Train designated Park District staff on modern PDF accessibility practices (e.g., ADA requirements for low-vision or blind individuals).
- Provide technical documentation on important processes developed.

Task 3. TESTING AND TRAINING

- Conduct usability testing.
- Ensure cross-browser and device compatibility.
- Train designated Park District staff on CMS use, accessibility standards, and content management.

Task 4. LAUNCH AND SUPPORT

- Implement final site launch and DNS configuration.
- Provide post-launch monitoring and support for 60 days minimum.

- The Park District invites the Contractor to submit a supplementary consultancy Proposal for monthly maintenance and support to commence after the redesign project is complete.

The Contractor will work in close coordination with the Park District project team and participate in regular meetings to report on progress, align on deliverables, and adjust strategies as needed. As part of the engagement, the Contractor may be asked to prepare written updates and deliver presentations to Park District staff and the Board of Directors at key milestones.

This work is intended to support the Park District's broader strategic goals, including the successful development and rollout of the District Plan, and to strengthen the Park District's long-term communications and public engagement capacity. All deliverables are expected to reflect a high standard of quality, cultural competency, and alignment with the Park District's mission, values, and commitment to equitable access and public service.

PROPOSAL REQUIREMENTS

No later than 5:00 PM PST on October 6, 2025, Proposals should be submitted to Kendra Strey at kstrey@ebparks.org. The following materials should be submitted within the Proposal.

COVER LETTER

The cover letter should briefly state:

- The Contractor's profile including staff size and location(s) and all relevant experience.
- The Contractor's understanding of the work to be performed, the commitment to perform the work in a timely manner and why the Contractor believes they are the best qualified to perform the duties and tasks outlined.

APPROACH AND SCOPE

Provide a proposed approach and scope of services for this work.

COST

Include a detailed cost estimate and justification for all service areas identified in the Scope of Work. The proposed budget should reflect the full 18-month engagement, including all anticipated expenses, personnel time, and any subcontracted services.

The Park District has allocated a total budget range of \$80,000 to \$150,000 for this project. Proposals should include a cost structure that aligns with this range and demonstrates how the budget will be used to deliver the expected outcomes and deliverables efficiently and effectively.

MINIMUM QUALIFICATIONS

Prospective Contractors should demonstrate:

- Experience designing websites for California public agencies, ideally park districts, special districts, and/or public agencies that facilitate public recreation.
- Proven ability to conduct user-centered design processes.
- Expertise in accessibility, content strategy, and information architecture.
- Familiarity with common open-source CMS platforms (e.g., Drupal).
- Ability to integrate multilingual tools or plug-ins effectively.

The Proposal should include the following information:

- Identify the Contractor and/or team who will be assigned to this work and provide one-page resumes of the key personnel.
- A description of prior relevant experiences, relationships, and achievements.
- Provide samples of work prepared for other similar clients.
- Include at least three (3) current and/or previous clients as references to your work with contact phone number and email.

RELEVANT CERTIFICATIONS

Include all relevant certifications.

CONFLICT OF INTEREST

List any political contributions of money, in-kind services, or loans made to any member of the Park District Board of Directors within the last three years by the Contractor.

Please include a statement in your Proposal affirming that throughout the term of any agreement resulting from this RFP, Contractor will not accept any employment or engage in any work which creates a conflict of interest with the Park District or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP.

Please note: To maintain the integrity of the RFP selection process all proposing firms are prohibited from contract with Board Members outside of the formal selection process. Further, any contact with other potential proposing firms and/or individuals outside of the formal selection process that could be construed as influencing the pool of proposing firms and/or individuals is prohibited and could be grounds for disqualification.

PARK DISTRICT RESPONSIBILITIES

The Park District will serve as lead on all external communications and provide clear direction to the Contractor as decision points are identified. In their Proposal, the Contractor shall define additional information, services, and expertise needs from the Park District for the implementation of this work.

STANDARD PARK DISTRICT AGREEMENT

Attached as “Exhibit A” is the Park District standard form Professional Services Agreement. You must be willing to sign the Agreement “as-is” or with minimal changes that the Park District must agree to prior to Contractor selection. If you will have significant issues with the Agreement’s

terms and conditions, please re-consider. The submitter of an RFP shall carry at its own cost and expense, insurance as required in the Agreement.

The Park District reserves the right to reject any or all RFPs, whether or not minimum qualifications are met and to modify, postpone, or cancel the RFP without liability, obligation, or commitment to any party, firm, or organization. In addition, the Park District reserves the right to request and obtain additional information from any candidate submitting an RFP and to waive any minor informality or irregularity.

A PROPOSAL MAY BE REJECTED FOR ANY OF THE FOLLOWING REASONS:

- Proposal received after designated time and date.
- Proposal not containing the required elements, exhibits, nor organized in the required format.
- Proposal considered not fully responsive to this RFP.
- Proposal contains excess or extraneous material not called for in the RFP.

COMMUNICATIONS

A Bidders Conference will be held on Monday, September 29, 2025, at 1 PM PST via Zoom to provide an overview of the project and respond to clarifying questions from prospective Contractors. Attendance is strongly encouraged. The Park District will share the conference details with all Contractors who indicate interest. To register, please email kstrey@ebparks.org.

All questions and communications regarding this RFP shall be submitted in writing to kstrey@ebparks.org no later than five (5) business days before the Proposal submission deadline. We request that Contractors notify the Park District (via email) of their interest in submitting a Proposal. Contractors who express interest will receive updates, including responses to all substantive questions and relevant materials.

To ensure fair competition, all Proposers will receive the same information; no individual telephone or personal inquiries about this RFP will be answered.

Please Note: To maintain the integrity of the RFP selection process all proposing firms are prohibited from contact with Board Members outside of the formal selection process.

RFP TERMS AND CONDITIONS

The selection of a Contractor for this work and any agreements for services resulting from this RFP is dependent upon the approval of the Park District's Board of Directors. The Park District reserves the right to waive any minor irregularities or informalities at its sole discretion.

The Park District reserves the right to cancel in part or in whole or amend this RFP, to extend the date responses are due, and/or to re-solicit this RFP.

Additional conditions:

- Late Proposals are not acceptable, will be returned unopened, and will not be reviewed.
- The Park District reserves the right to request, receive, and evaluate supplemental information and clarifications during its evaluation of Proposals. The Park District will conduct this process in a fair and impartial manner.
- Incomplete Proposals or inaccurate information may be cause for disqualification.
- All materials submitted to the Park District will become the property of the Park District and will not be returned.
- Issuance of this RFP does not commit the Park District to award an agreement or to pay any costs incurred in preparation of a Proposal or any response to this RFP. The Park District is not liable for any cost incurred by the Proposer prior to execution of a contract.
- An agreement will not be binding or valid with the Park District unless and until it is approved by the District's Board and executed by authorized representatives of the District and of the Contractor.
- If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the District.

CONTRACTOR EVALUATION AND SELECTION PROCESS

All Proposals submitted by the required deadline will undergo a comprehensive evaluation process based on completeness, quality, relevance, and alignment with the Park District's goals for this project. Proposals will be reviewed by a selection panel using a weighted scoring rubric that reflects the key priorities of this RFP.

The evaluation will be based on the following criteria:

UNDERSTANDING OF SCOPE AND STRATEGIC APPROACH (25%)

Clarity and thoughtfulness of the proposed approach to the work, including understanding the four (4) key website purposes laid out in the Project Description section.

RELEVANT EXPERIENCE AND QUALIFICATIONS (25%)

Demonstrated success on similar public agency or nonprofit projects, particularly in areas such as parks and recreation or California public agencies.

STAFF EXPERTISE AND TEAM COMPOSITION (10%)

Experience, qualifications, and capacity of the proposed project team, including clarity of roles and responsibilities.

WORK SAMPLES AND REFERENCES (20%)

Quality and relevance of past work samples; client references that demonstrate impact and success in related work.

COST PROPOSAL AND VALUE (15%)

Detailed cost breakdown aligned with proposed scope of work and deliverables; effective and strategic use of budget within the provided range.

COMPLIANCE WITH PROPOSAL REQUIREMENTS (5%)

Inclusion of all required Proposal components (cover letter, resumes, cost, certifications, conflict of interest statement, etc.) and adherence to format and submission instructions.

Each Proposal will be scored on a 100-point scale. Reviewers may provide written comments in addition to numeric scores.

Contractors whose Proposals meet the minimum threshold of responsiveness and quality may be invited for interviews approximately two weeks after the submittal deadline. The Park District reserves the right to select a Contractor with or without interviews.

The contract will be awarded to the Contractor identified by the Park District to offer the best overall value and qualifications for the scope of work. Contractors are encouraged to elaborate on their relevant expertise, past work samples, and staff qualifications to illustrate their capacity to fulfill this project.

The Park District also reserves the right to:

- Modify or postpone the selection process, and
- Request additional information during the review process, if necessary.

APPEALS

Any proposal protests must be in writing and filed with the Park District within five (5) business days following issuance of notification of the selected Contractor. Only Contractors who submitted a Proposal are eligible to file a written protest. The written protest must clearly state the reasons for the protest. If a timely protest is received, the protest will be reviewed by the General Manager or designee, whose decision shall be final.

A Contractor waives its right to challenge the Park District's decision if it fails to deliver the written notice within the five (5) business days from the notice of award.

PUBLIC RECORDS ACT

All Proposals submitted in response to this RFP become the property of the Park District and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et seq.). Once a successful Proposal is identified and contract awarded, or in the alternative, all Proposals are rejected, all Proposals shall be deemed public records. The Proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information the Proposer claims are exempt from disclosure under the Public Records Act. Proposers claiming exemption must include the following statement in their Proposal:

The Proposer agrees to indemnify and hold harmless the Park District, its officers, employees and agents from any claims, liability or damages against the Park District and to defend any action brought against the Park District for Proposer's refusal to disclose such material, trade secrets, or other proprietary information to any party.

Failure of a Proposer to include this statement and/or identify in writing the claimed exempt material shall be deemed a waiver of any exemption from disclosure under the Public Records Act.

APPENDIX

Figure I – Park District Map

[Click to view larger online](#)

https://www.ebparks.org/sites/default/files/maps/District-Map-GeneralBro-Eng-Pg3-20211211_0.pdf



EXHIBITS

East Bay Regional Park District
2950 Peralta Oaks Court, Oakland, CA, 94605

Contract for Professional Services

This Contract for Professional Services (“**Contract**”) dated _____, (“**Effective Date**”) between the East Bay Regional Park District (“**District**”) and _____, hereinafter referred to as (“**Consultant**”) (together sometimes referred to as the “**Parties**”).

The Parties agree as follow:

- 1. Term.** The term of this Contract shall commence on the Effective Date and shall end on _____. The General Manager or their designee may extend the term of this Contract by providing written notice to Consultant. Time is of the essence in the performance of this Contract.
- 2. Scope of Work.** During the term of this Contract, Consultant shall provide all labor, materials, tools, equipment and services as set forth in **Exhibit A**, attached hereto and incorporated herein by reference (“**Scope of Work**”).
- 3. Standard of Care.**
 - a. Standard of Care. Consultant agrees to perform the work in a professional manner and in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant warrants and represents that all of the personnel, employees, and subconsultants performing the work under this Contract shall have sufficient skill and experience to perform the services assigned to them and that their employees and subconsultants have all licenses, permits, and qualifications required to perform the services under this Contract.
 - b. Subconsultants. Consultant is as responsible for the performance of their subconsultants as it would be if they had rendered these services themselves. Consultant shall not subcontract any portion of the performance contemplated and provided for in this Contract, other than to the subconsultants noted in Consultant’s proposal, without prior written approval of the District. In the event that District, in its sole discretion, desires the reassignment of any persons performing work under this Contract, Consultant shall, upon receiving notice from the District, immediately reassign such person or persons.
 - c. Materials. Any construction materials and manufactured items called for by Consultant’s documents shall be currently available and suitable for their intended use to achieve design intent.
- 4. Representatives.** The representative of Consultant who will make any presentations,

attend any public hearings, supervise all service, and be the first point of contact in providing all services under this Contract shall be _____. The representative of District who will monitor this Contract and be responsible for its interpretation and/or modification shall be _____.

5. District-Provided Studies or Surveys. Consultant shall make a recommendation to the District regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included in the Consultant's Scope of Work. Consultant may rely on the information provided by District but only to the extent such reliance is consistent with Consultant's obligations under this Contract.

6. Acceptance. The District's review, approval, or acceptance of Consultant's work shall not relieve Consultant from responsibility for error and omissions in Consultant's work. Consultant shall, at no cost to District, satisfactorily correct any and all errors, omissions, deficiencies, or conflicts in the documents prepared by Consultant promptly upon discovery or notice. The obligations of Consultant to correct defective or nonconforming work shall not limit any other obligations of Consultant.

7. Time of Performance. Consultant acknowledges that all time limits stated in this Contract are of the utmost importance to District. Consultant's work shall be scheduled and performed to meet agreed-upon deadlines, as set forth in the Scope of Work. Consultant shall provide and maintain Project staffing levels as necessary to perform the services under this Contract within the time provided in the Scope of Work. The total time scheduled for full completion of Consultant's services shall not exceed the durations shown in the Scope of Work, unless mutually agreed upon in writing by Consultant and District.

8. Payment. District hereby agrees to pay Consultant consistent with the rate schedule set forth in **Exhibit B—Rate Schedule** (unless otherwise addressed in Exhibit A), attached hereto and incorporated herein by reference. District's total payments to Consultant under this Contract will not exceed \$_____ ("**Payment Limit**"), notwithstanding any contrary indications that may be contained in Consultant's proposal, for all services rendered and all reimbursable expenses. District will not pay for services or reimburse any expenses that exceed the Payment Limit unless District has signed a contract amendment in advance. All reimbursable expenses incurred by Consultant as part of this Contract will be reimbursed at actual cost and in no event shall expenses be advanced by District to Consultant.

Consultant and District acknowledge and agree that compensation paid by District to Consultant under this Contract is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subconsultants of Consultant. Consequently, the Parties further agree that compensation paid by District to Consultant is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and their employees, agents, and subconsultants may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Contract.

9. Invoices. Consultant shall submit invoices, not more often than once per month during

the term of this Contract, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:

- a. Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.).
- b. The beginning and ending dates of the billing period.
- c. A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Contract, and the percentage of completion.
- d. At District's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.
- e. The total number of hours of work performed under the Contract by each employee, agent, and subconsultant of Consultant performing services hereunder.
- f. Consultant shall give separate notice to the District when the total number of hours worked by Consultant and any individual employee, agent, or subconsultant of Consultant reaches or exceeds eight hundred (800) hours within a twelve (12)-month period under this Contract and any other Contract between Consultant and District. Such notice shall include an estimate of the time necessary to complete work described in **Exhibit A** and the estimate of time necessary to complete work under any other Contract between Consultant and District, if applicable.
- g. The amount and purpose of actual expenditures for which reimbursement is sought.
- h. The Consultant's signature.

Consultant shall submit their compensable hours and reimbursable expenses monthly, and District shall make payments on the approved compensation and reimbursable expenses within forty-five (45) days. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided in this Contract, unless this Contract is modified prior to the submission of such an invoice by a properly executed change order or amendment.

10. Termination of Contract for Convenience. District may terminate the whole or any part of this Contract for convenience and without cause at any time. In such event, District shall give written notice of such termination. In the event of termination under this section, Consultant shall have the right to expend reasonable additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Consultant shall present to District, a complete report of said proposed job closure and its costs, and District may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by District, together with any other charges outstanding at the time of termination, shall be payable by District within thirty (30) days following submission of a final statement by Consultant.

11. Consultant as Independent Contractor. It is expressly agreed that in the performance of the services necessary to carry out this Contract, Consultant shall be, and is, an independent

contractor, and is not an agent or employee of District. Consultant has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him/her in the performance of their services hereunder. Consultant shall be solely responsible for all matters relating to the payment of their employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for their own acts and those of their subordinates, sub-consultants, agents and employees.

12. Brokers: Compliance with Federal, State and Municipal Statutes. Consultant warrants that he/she has not employed nor retained any broker, agent, company or person other than bona fide, full-time employees of Consultant working solely for Consultant, to solicit or secure this Contract, and that he/she has not paid nor agreed to pay any broker, agent, company, nor persons other than bona fide employees any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Contract. Consultant shall indemnify, defend, protect and hold harmless District, its directors, officers, and employees from such claims.

13. Compliance with Laws. Consultant shall comply with all federal, state, and local laws and regulations applicable to their work hereunder. Consultant shall use their professional judgment and expertise to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate government agency(s) and authorities having jurisdiction over the Project. Such efforts will be undertaken in accordance with the acceptable standard of care for this type of Project. Where applicable, Consultant shall comply with all mitigation measures identified in the Project's environmental review documents.

14. Grant Funding. To the extent that this Contract may be funded by fiscal assistance from another governmental entity or public grant program, Consultant and any subconsultants shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

15. Nondiscrimination. During the performance of this Contract, Consultant and Consultant's subconsultants agree as follows:

- a. Consultant and Consultant's subconsultants will not discriminate against any employee or qualified applicant for employment on the basis of any legally protected classification including but not limited to sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, or sexual orientation. Consultant and Consultant's subconsultants agree to comply with all nondiscrimination requirements for public contracting under State and Federal law. Consultant and Consultant's subconsultants will take affirmative steps to ensure that qualified applicants are employed and that employees are treated during employment without regard to their sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, sexual orientation or any other legally protected classification. This equal treatment will apply but not be

limited to, the following: upgrade, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

- b. Consultant and Consultant's subconsultants will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, sexual orientation, or any other legally protected classification.
- c. Consultant and Consultant's subconsultants will send to each labor union or representative of workers with which he/she has a collective bargaining Contract or contract or understanding, a notice advising the labor union or workers' representative of Consultant's commitments under this non-discrimination clause.

16. Labor Code/Prevailing Wages. To the extent applicable, Consultant and Consultant's subconsultants shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation, and payment of prevailing wages as determined by the Director of California Department of Industrial Relations, pursuant to the Director's authority under Labor Code Section 1770 et seq. To the extent applicable, Consultant shall post a copy of the prevailing rate of per diem wages at each job site. Consultant shall forfeit fifty dollars (\$50) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Contract by it or any subconsultant.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775. The District will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant. Consultant shall defend, indemnify and hold harmless the District for any costs, claims and expenses arising from the failure of Consultant or Consultant's subconsultants to pay applicable prevailing wage rates.

17. Indemnification.

- a. Separate Professional Liability (PL) Indemnity. To the fullest extent permitted by law, including without limitation California Civil Code Section 2782 and 2782.8, and with respect to the performance of professional services, Consultant agrees to indemnify and hold harmless District, its officers, employees, authorized agents/volunteers, and invitees (collectively, the "District Indemnitees"), from and against any claims, damages, losses, demands, liabilities, judgments, settlements, expenses, and costs (including reasonable and necessary attorneys'

fees, costs and expenses) to the extent caused by Consultant's negligent acts, errors or omissions or willful misconduct in the performance of services under this Contract and anyone for whom Consultant is legally liable. Consultant has no obligation to pay for any of District Indemnitees defense related cost prior to a final determination of liability, or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

- b. Separate Other than Professional Liability (OPL) Indemnity. As respect to its operations, other than the performance of professional services, Consultant agrees to indemnify, hold harmless and defend District with counsel approved by District, the District Indemnitees, from and against any damages, liabilities, judgments, settlements, costs, claims, demands, actions, suits, losses, and expenses (including reasonable and necessary attorneys' fees, costs and expenses) arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by Consultant's negligent acts, errors or omissions or willful misconduct in the performance of services under this Contract and anyone for whom Consultant is legally liable.
- c. Common PL & OPL Indemnity Provisions. Consultant's obligations under this Section 17 shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the gross negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subconsultants, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless under Section 17(b) includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Contract does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- d. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Contract is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of District, Consultant shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultant, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

18. Insurance.

Consultant will have and maintain the insurance policies set forth in **Exhibit C—Insurance Requirements**, attached hereto and incorporated herein by reference. Consultant must provide all insurance coverage, certificates and endorsements required by this Contract before District will execute this Contract. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized. All policies, endorsements, certificates, and/or binders will be subject to approval by District as to form and content. These requirements are subject to amendment or waiver only if approved in writing by District. A lapse in any required insurance coverage during this Contract will be a breach of this Contract.

19. ☐ [Check here if this Contract is funded in whole or in part by federal grant funding received by District.] If this box is checked, Consultant shall comply with all terms and conditions set forth in **Exhibit D, Supplementary Conditions—Federally Funded Project**, attached hereto and incorporated herein by reference.

20. **Default.** In the event that Consultant defaults in any obligation of Consultant under this Contract, or Consultant defaults in the performance of any of the terms and conditions of this Contract, and Consultant does not cure their failure to perform to the satisfaction of the District within ten (10) days (or such time authorized by the District in writing) after written notice by the District, District may, at its option, declare this Contract to be in default and, at any time thereafter, may do any one or more of the following:

- a. Enforce performance of the Contract by Consultant.
- b. Immediately terminate Consultant's services under this Contract.
- c. Perform the obligations of the Consultant, whereupon Consultant shall reimburse District for any amounts paid or expenses incurred by District, or pay District any expenses and/or damages incurred by District in the performance of such obligations, District's increased cost in performing the work, together with interest at the maximum rate of interest allowed by law on demand by District. District at its option may deduct any sum due to District from sums to be paid by District to Consultant.

The above remedies are in addition to any other remedies at law or equity District may have. Consultant shall pay or reimburse District for all of District's costs and expenses, including reasonable attorneys' fees incurred in enforcing its rights hereunder.

21. **Consultant's Books and Records/Audit.** Consultant and Consultant's subconsultants, if any, shall maintain any and all ledgers, books of account, invoices, vouchers, and any other records or documents pertaining to charges for services, expenditures and disbursements to District under this Contract for a minimum of three (3) years, or such longer period required by law, from the date of final payment to Consultant by District. Any records or documents required to be maintained under this section shall be made available to District for inspection and copying upon request. In accordance with California Government Code Section 8546.7, if the

Not to Exceed Amount exceeds ten thousand dollars (\$10,000), this Contract and the Consultant's books and records related to this Contract shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Contract.

22. Assignment. District and Consultant recognize and agree that this Contract contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Contract was and is the professional reputation and competence of Consultant. Consultant shall not assign or otherwise transfer any rights, duties, obligations or interest in this Contract or arising hereunder to any persons or entities whatsoever without the prior written consent of District and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

23. Advice of Counsel/Attorneys' Fees. If either party prevails against the other in a legal action concerning any aspect of this Contract, such successful party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action from the losing party. Both Parties have had a full and complete opportunity to have the Contract reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Contract.

24. Notices. Any notice, billing, or payment required by or pursuant to the Contract shall be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file to the addresses specified below. For delivery by personal delivery, a reliable overnight delivery service, or by email, notice is deemed effective upon delivery unless otherwise specified. For delivery by U.S. mail, delivery is deemed effective five (5) calendar days after the notice is deposited with the United States Postal Service.

DISTRICT:

East Bay Regional Park District

Attention: _____

2950 Peralta Oaks Court

Oakland, CA 94605

Phone: _____

Email: _____

CONTRACTOR:

Attention: _____

Address: _____

Phone: _____

Email: _____

Either party may change its address by giving notice to the other in the manner provided herein.

25. Ownership of Work. All reports, data, maps, models, charts, studies, surveys, photographs, plans, specifications, or any other documents in electronic or any other form (collectively “documents and materials”), that Consultant prepares or obtains pursuant to this Contract shall be the property of the District to be used, reused or disposed of by the District in its sole discretion without the permission of Consultant. In the event of early termination of this Contract and notwithstanding any dispute regarding payments, the District retains its ownership of the documents and materials and retains the right to receive and use any documents or materials pursuant to this Contract.

26. Digital Files. In addition to any other format required in the Scope of Work, Consultant shall provide copies of all deliverables on compact disk in a digital format. Files shall be compatible with software used by the District. Any necessary conversion to formats compatible with District software to comply with this section shall be performed at no additional cost to the District.

27. Payment of Taxes, Tax Withholding. Consultant is solely responsible for the payment of employment taxes incurred under this Contract and any similar federal or state taxes. During the term of this Contract and for three (3) years after the termination of this Contract, Consultant shall maintain in its files a valid California Franchise Tax Board form 590 (“**Form 590**”), as may be amended, or other valid, written evidence of an exemption or waiver from withholding for Consultant and all subconsultant receiving compensation under this Contract. Consultant accepts sole responsibility for withholding taxes from any non-California resident subconsultant and shall submit written copies of any Form 590 and/or documentation of compliance with Consultant’s withholding duty to District upon request.

28. Confidential Information. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information and other documents or data either created by or provided to Consultant in connection with the performance of this Contract shall be treated as confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the services. Such materials shall not be disclosed to any person or entity not connected with the performance of the services under this Contract. Nothing furnished to Consultant which is generally known, or has become known, to the related industry shall be deemed confidential.

29. Governing Law. This Contract shall be construed and interpreted in accordance with the laws of the State of California. In the event that either party brings any action the trial of such action shall be venued exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

30. No Waiver. The waiver of any breach of a term or requirement of this Contract does not constitute a waiver of any other breach of that term or requirement or any other term or requirement of this Contract.

31. Conflicts of Interest. Consultant declares that Consultant has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services hereunder. Consultant further declares that in the performance of this Contract no subconsultant or person having such interest shall be employed. No officers or employee of the District with responsibility for review, approval of or carrying out of the work to be performed shall be hired by Consultant during the term of this Contract.

32. Entire Contract. This Contract contains all of the agreements and understandings of the Parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations and understandings of the Parties. This Contract cannot be amended or modified except by written agreement of all the Parties. In the event that the terms or conditions any exhibit to this Contract (except for Exhibit C—Insurance Requirements) conflict, directly or indirectly, with Sections 1 through 33 of this Contract, the provisions of Sections 1 through 33 of the Contract and Exhibit C will control.

33. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

33. Counterparts. This Contract may be executed in counterparts, and/or by electronic signature, and/or by fax, and/or by scan and email, and all so executed shall constitute one contract which shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties do not appear on the same page. A facsimile signature, electronic signature, and/or scanned and emailed signature shall be binding upon any party as though it were an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their respective officers, duly authorized as of the day, month, and year first hereinabove written.

EAST BAY REGIONAL PARK DISTRICT

CONSULTANT

By: _____

By: _____

Print Name

Print Name

Title

Title

Date: _____

Date: _____

EXHIBITS:

Exhibit A—Scope of Work

Exhibit B—Rate Schedule

Exhibit C—Insurance requirements

Exhibit D—Supplementary Conditions—Federally Funded Project (optional)

Exhibit A

Scope Of Work

This Exhibit is required for all contracts.

[Type or paste the Scope of Work directly in the text box below if it will fit on this page. If the Scope of Work will not fit on this page, you may insert one or more pages after this page. Do not include any legal terms from the Consultant (e.g. "payment due in 30 days") in Exhibit A.]

Consultant will, to the satisfaction of District, perform the following services:

Exhibit B

Rate Schedule

[Describe the rate schedule below. If addressed in Exhibit A (Scope of Work), or if this is a fixed fee contract, please write “n/a” or “not applicable” below.]

Exhibit C

Insurance Requirements

Consultant shall procure and maintain insurance for the duration of the Contract against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Consultant, their agents, representatives, employees, or subcontractors.

The East Bay Regional Park District (“**District**”) maintains the discretion to require additional insurance coverage based on the scope and nature of Consultant’s services. If any additional coverages are required by District, these shall be included as a written addendum to the Contract.

I. MINIMUM SCOPE OF INSURANCE

Coverage will be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be twice the required occurrence limit.

B. Automobile Liability: ISO Form Number CA 00 01 covering any automobile (Code 1), or if Consultant has no owned automobiles, covering hired, (Code 8) and non-owned automobiles (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

C. Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

D. Professional Liability Insurance/Errors & Omissions including contractual liability, in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Such coverage may be written on a claims-made basis. If any of the required policies provide claims-made coverage, the retroactive date must be shown and must be before the date of the Contract or the beginning of Contract work; insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract work; and if coverage is cancelled or non-renewed, and not replaced with another claims-made policy with a retroactive date prior to the Contract effective date or date work commenced, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, District requires and will be entitled to the broader coverage and/or higher limits maintained by Consultant.

II. SPECIAL INSURANCE REQUIREMENTS

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and may require the additional insurance indicated below. If the insurance coverage is checked below, Consultant is required to hold the special insurance requirement in addition to the minimum requirements set above.

☐ Additional Insured Parties: The following agencies shall be required to be included as additional insured and whenever District is named, so shall these agencies be named:

☐ Contractors' Pollution Legal Liability Insurance. Consultant shall provide Pollution, Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions applicable to the work being performed, with limits no less than \$____,000,000 per occurrence or claim, and \$____,000,000 aggregate per policy period of one year.

☐ Builder's Risk and Installation Construction Coverage. Consultant will procure at no additional cost to District, a Builder's Risk and Installation coverage insurance policy for the work of this Contract and for which Consultant shall be responsible for deductible payment as applicable. Coverage must name District as insured and shall include all perils coverage and a face value equal to the contracted amount for such work. Such policy must be approved by District and on file prior to execution of the Contract. Installation Floater may be accepted in lieu of Builder's Risk for non-real property construction projects.

☐ Surety Bonds: Performance Bond in the amount of the Contract Price (required only if progress payments are to be requested); Labor and Materials Payment Bond in the amount of the Contract Price.

☐ Cyber and Technology Professional Liability Errors & Omissions Insurance appropriate to Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant in this Contract and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

4. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with thirty (30) day notice to District.

5. Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by District. District may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

C. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A, unless otherwise acceptable to District.

D. Verification of Coverage

1. Consultant will furnish District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by District before work commences. However, failure to obtain the required documents prior to the work beginning will not waive Consultant's obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

2. Upon written request by District, the insurer or his/her agent will furnish a copy of any policy cited above, certified to be a true and complete copy of the original. Upon written request of District, annual loss reports will be supplied to District. The loss report will include a list of all incidents/claims submitted against the insurance company and the estimated reserved and paid value of the claims.

3. District reserves the right to require reasonable increases in the limits of coverage from time to time during the term of this Contract.

4. Consultant shall require and verify that all subcontractors/subconsultants maintain insurance meeting all the insurance requirements stated herein.

5. In case of the breach of any provision of this section, District may, in addition to any other remedies it may have, at District's option, take out and maintain, at the expense of Consultant, such types of insurance in the name of Consultant as District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Consultant under this Contract or may demand Consultant to promptly reimburse District.