

# Cameron Park Community Services District

## REQUEST FOR PROPOSALS

Fireworks Show

for

June 24, 2023



DATE ISSUED: Monday, January 16, 2023  
DATE DUE: Friday, February 17, 2023, 4 PM  
CONTACT: André Pichly, General Manager  
(530) 350-4651

**CAMERON PARK COMMUNITY SERVICES DISTRICT**

2502 Country Club Drive | Cameron Park, CA 95682 | [cameronpark.org](http://cameronpark.org)



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apichly@cameronpark.org

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ALL RESPONSES MUST BE MAILED OR HAND-DELIVERED TO:

CAMERON PARK COMMUNITY SERVICES DISTRICT

ATTENTION: ANDRÉ PICHLY

2502 COUNTRY CLUB DRIVE

CAMERON PARK, CA 95682

## TABLE OF CONTENTS

I. INTRODUCTION.....	3
II. SOLICITATION.....	3
III. SCOPE OF WORK .....	3-4
IV. SCHEDULE .....	4
V. PROPOSAL REQUIREMENTS AND FORMAT.....	5
PART 1   COVER LETTER/EXECUTIVE SUMMARY (5 POINTS).....	5-6
PART 2   EXPERIENCE AND QUALIFICATIONS OF CONTRACTOR/TEAM MEMBERS (30 POINTS).....	6
PART 3   UNDERSTANDING OF PROJECT SCOPE & DETAILED WORK PLAN (25 POINTS).....	6
PART 4   COMMITMENT TO PROJECT BUDGET (15 POINTS) .....	6
PART 5   DELIVERY SCHEDULE AND TIMELINE (15 POINTS) .....	6
PART 6   INSURANCE REQUIREMENTS (5 POINTS) .....	6-7
PART 7   REFERENCE REVIEW (5 POINTS) .....	7
VI. PROPOSAL TERMS AND CONDITIONS .....	7
1. EXAMINATION OF PROPOSAL MATERIALS .....	7
2. ADDENDA INTERPRETATIONS .....	7
3. DESIGNATED CONTACT .....	7
4. PUBLIC RECORDS .....	7
5. PROPOSAL COSTS.....	7
6. RESERVATION OF RIGHTS .....	8
7. PRODUCT OWNERSHIP .....	8
8. PROFESSIONAL SERVICES AGREEMENT.....	8
9. CAUSES FOR DISQUALIFICATION.....	8

### EXHIBITS

- A. SAMPLE CAMERON PARK COMMUNITY SERVICES DISTRICT PROFESSIONAL SERVICES AGREEMENT

## I. INTRODUCTION

Cameron Park, California, is a small community located in the foothills of El Dorado County, 30 miles east of Sacramento along the Highway 50 corridor between El Dorado Hills and Shingle Springs.

While the area has a rich history that includes Native American peoples of Nisenan, or Southern Maidu Indians, as well as activity in the area during the days of the Gold Rush. For many decades the area was used for ranching, and then in the 1950s for development purposes, which involved housing, a golf course, parks, a lake, and a small airport.

The CPCSD administers fire and emergency services, parks & facility reservations, recreation, CC&R's (covenants, conditions, and restrictions), architecture review, waste collection and recycling, and lighting and landscaping. The CPCSD operates two fire stations, ten parks, 19 lighting & landscape districts and a community center with pool.

The overall population of Cameron Park is 19,171 (2020 US Census) and the CPCSD itself encompasses an area of 8.3 square miles. The CPCSD's General Fund Budget is approximately \$6.7 million.

## II. SOLICITATION

The Cameron Park Community Services District (CPCSD) is seeking proposals from qualified vendors to provide a fireworks show for the community on Saturday, June 24, 2023.

Prospective vendors will be required to provide team qualification, proposed work plan, proposed schedule, and other related items as part of the proposal submittal (Section V). The deadline for submitting proposals is 4:00PM on Friday, February 17, 2023.

## III. SCOPE OF WORK

The CPCSD is requesting proposals from qualified Contractors for pyrotechnics services. Required services shall include, but are not limited to:

1. Provide a suggested pyrotechnics list and timeline for planning, delivery, set-up, security of site, fireworks show, breakdown, clean-up and disposal.

Contractor will meet with CPCSD staff to discuss all aspects of the fireworks show.

Pyrotechnics display plans and shall include, but are not limited to, the following:

1. **SITE** | where launching area(s) will be located, safety perimeter, and fall-out zones.
  - a. **The CPCSD provides barges to stage the shells on Cameron Park Lake.**
2. **PYROTECHNICS USED** | where launching areas will be located, safety perimeter, and fall-out zones
3. **STAFFING** | number of team members the Contractor will use, what their role is before, during and after the fireworks show
4. **INSPECTIONS** | schedule and documentation as required by the CPCSD/CAL FIRE Fire Marshall

- a. Must meet the minimum requirements of California Code of Regulations (CCR) Title 19, California Fire Code (CFC) Chapter 56, National Fire Protection Association (NFPA) Section 1123.
- b. Must abide by Cameron Park Community Services District Ordinance 2019.11.20 California Fire Code
- c. The shells should range in sizes to a maximum diameter of 5 inches.
- 5. FIRE/LIFE SAFETY ISSUES | Emergency Action Plan**
  - a. Contractor to provide all necessary safety equipment, tools and materials for firing the show, including mortar racks, lumber and stake.
- 6. FIRE PROTECTION | on-site tools and methods for addressing unforeseen incidents related to pyrotechnics launching**
- 7. SHOW PROGRAM STRUCTURE | the fireworks aerial display show should consist of at least an opening, body, and finale.**
  - a. The show should be a minimum of twenty minutes with a maximum of twenty-five
  - b. Must provide fireworks display choreograph paperwork (time code for entire event), to the Cameron Park Fire Marshal, 2 days prior to show.
  - c. Contractor may choreograph the show to music and work with District staff to provide a means for viewers to connect/listen.
  - d. The show must be appropriate for the site, Cameron Park Lake; in compliance with all applicable federal, state, and local laws and regulations; and approved by the Fire Marshall, Cameron Park Community Services District.
  - e. A computer generated image of the show is welcomed.

#### IV. SCHEDULE

Responses to the RFP must be submitted to the CPCSD as outlined in this section.

Responses are due no later than  
**Friday, February 17, 2023, AT 4:00 PM**  
 Responses received after this date and time will not be considered.

**PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS AND DESIRED TIMELINES FOR DELIVERABLES**

MILESTONE	DATE	TIME
Release RFP	January 16, 2023	11:00AM
Question submittal deadline	January 31, 2023	4:00PM
Questions and answers posted on CPCSD website (cameronpark.org/fireworks-rfp-for-summer-spectacular)	February 3, 2023	5:00PM
Proposal due date	February 17, 2023	4:00PM
Review and scoring of submittals	February 21, 2023	11:00AM
Interviews w/finalists	TBD	TBD
Award of contract	March 2023	

The schedule may be modified and/or extended if necessary.

## V. PROPOSAL REQUIREMENTS AND FORMAT

If interested in this RFP, please notify André Pichly by email at apichly@cameronpark.org so you may be added to the notification list for addendums. Failure to notify Mr. Pichly could result in missing important and required information, and could result in disqualification.

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The CPCSD reserves the right to include or exclude any part of the submittals in the final agreement with the selected Contractor.

Four (4) bound copies of the submittal, one (1) unbound, reproducible copy, and one CD (or other digital medium) containing a PDF copy must be submitted. Each submittal shall contain no more than 20 double-sided 8½" x 11" pages (not counting dividers, exhibits, and any relevant appendices). Font shall be no less than 10pt. All pages shall be numbered. Drawings provided with the submittal shall not exceed 11" x 17."

To be considered for selection, submittals must arrive at the location shown below by the date and time specified in Section IV. Proposers who mail packages should allow ample delivery time to ensure timely arrival.

Submittals shall be placed in a clearly marked envelope, titled June 24th Fireworks Show and hand-delivered or mailed to:

Cameron Park CSD  
Attention: General Manager  
2502 Country Club Drive  
Cameron Park, CA 95682

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the address specified above. Faxed or emailed proposals will not be accepted.

Submittals must include the following components in the order listed below:

- Part 1: Cover Letter/Executive Summary (5 points)
- Part 2: Experience and Qualifications of Contractor/Team Members (30 points)
- Part 3: Understanding of Event Scope (25 points)
- Part 4: Commitment to Event Budget & Detailed Work Plan (15 points)
- Part 5: Delivery Schedule and Timeline (15 points)
- Part 6: Proof of Insurance (5 points)
- Part 7: Reference Review (5 points)

Total Possible: 100 points

### **PART 1 | COVER LETTER/EXECUTIVE SUMMARY (5 POINTS)**

In no more than three (3) pages, the Cover Letter and Executive Summary shall include:

1. The names of the key members of the Contractor team.
2. The mailing address, telephone number, and the name of the main point of contact for the Contractor team.
3. A summary of the Contractor's pyrotechnics experience and qualifications and the significant advantages to selecting the Contractor.
4. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

## **PART 2 | EXPERIENCE AND QUALIFICATIONS OF CONTRACTOR/TEAM MEMBERS (30 POINTS)**

Provide detail relating to the experience and qualifications of the members of the team, including an organizational chart showing all key personnel who will be assigned to this event. Submit brief resumes demonstrating the training, experience, and other qualifications of the key personnel who will be assigned to this event.

Contractor should further document expertise by including the information regarding the following:

1. Safety of Contractor's team members, as well as spectators and property.
2. Any other information that would assist the review team in understanding the Contractor's team's capacity to efficiently, effectively and safely implement the fireworks show.

## **PART 3 | UNDERSTANDING OF EVENT SCOPE & DETAILED WORK PLAN (25 POINTS)**

Each respondent shall demonstrate its capacity to deliver professional pyrotechnics. Respondent should outline methodology and logistics capable of meeting the goals outlined in June 24<sup>th</sup> Fireworks Show event, as well as provide a proposed work plan for development and implementation of the event as described in the scope of work. Respondents should draw from previous experience and demonstrated competence to articulate how their capabilities are distinct, comprehensive, and add value.

## **PART 4 | COMMITMENT TO EVENT BUDGET (15 POINTS)**

Contractor shall provide a total base fee for the project. Each responding Contractor shall include an acknowledgement that it can effectively complete set-up and delivery of a fireworks show within the budget indicated. Each respondent should clearly explain in this section the methods and process it will use to ensure the project is within budget and that the CPCSD will be getting the best value within the budgeted amount.

## **PART 5 | DELIVERY SCHEDULE AND TIMELINE (15 POINTS)**

Discuss in this section the steps the Contractor team proposes to use. Clearly outline the delivery schedule and timeline of each stage of event set-up, implementation, and tear-down. Specific dates should be used assuming an award to this RFP and an executed agreement in March 2023. Indicate in the proposed scheduling the necessary involvement and various decision points required of the CPCSD. A detailed timeline or representation of the delivery timeline with pertinent milestones and events is required in this section.

## **PART 6 | INSURANCE REQUIREMENTS (5 POINTS)**

Contractor will provide proof of insurance for a minimum of \$5 million in liability coverage listing the Cameron Park Community Services District as the additionally insured, as well as an endorsement.

1. General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as

applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit – \$10,000,000.

2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

#### **PART 7 | REFERENCE REVIEW (5 POINTS)**

The review team will conduct a background reference review of each respondent. Please include the following information for three (3) projects that the proposed contractor team worked on together:

- Name of the Event (e.g., June 24<sup>th</sup> Fireworks Show)
- Location of the Event (e.g., Cameron Park Lake)
- Name, title, and contact information for the client
- Project budget **(amount not to exceed \$20,000.00)**
- Date of completion of the Event

## **VI. PROPOSAL TERMS AND CONDITIONS**

### **1. EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

### **2. ADDENDA INTERPRETATIONS**

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list and said addenda will be uploaded to the CPCSD website. The CPCSD is not bound by any oral representations, clarifications, or changes made in the RFP by the CPCSD or its agents, unless such clarifications or change is provided in written addendum from the CPCSD.

### **3. DESIGNATED CONTACT**

For the purposes of this RFP, the CPCSD's designated contact is André Pichly, General Manager. Any questions concerning the scope of work and the selection process shall be directed to Mr. Pichly, at apichly@cameronpark.org. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by January 31, 2023, by 4:00PM.

Responses to questions will be posted on the CPCSD's website, <https://www.cameronpark.org/notices>, and will become part of the RFP. It is the contractor's responsibility to check the website for updates.

### **4. PUBLIC RECORDS**

This RFP document and all submittals in response thereto are public records. Prospective contractors are cautioned not to include any material into the proposal that is strictly proprietary in nature.

### **5. PROPOSAL COSTS**



All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

**6. RESERVATION OF RIGHTS**

The CPCSD reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

**7. PRODUCT OWNERSHIP**

Any documents resulting from the contract will be the property of the CPCSD.

**8. PROFESSIONAL SERVICES AGREEMENT**

All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit C) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

**9. CAUSES FOR DISQUALIFICATION**

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the CPCSD.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made and entered into on \_\_\_\_\_, 2023 by and between the Cameron Park Community Services District, located in the County of El Dorado, State of California (CPCSD), and \_\_\_\_\_ (Contractor).

### RECITALS:

A. CPCSD desires to employ Contractor to furnish professional services in connection with the event described as June 24th Fireworks Show.

B. Contractor has represented that Contractor has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

### **SECTION 1 – BASIC SERVICES**

Contractor agrees to perform the services set forth in **Exhibit A, “Scope of Work”** and made part of this Agreement.

### **SECTION 2 – ADDITIONAL SERVICES**

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Scope of Work”**, unless such additional services and compensation are authorized in advance and executed in writing by the CPCSD General Manager. Contractor agrees that CPCSD shall act through its General Manager, or the General Manager’s designee, in performing this Agreement.

### **SECTION 3 – TIME FOR COMPLETION**

The time for completion of services shall be as identified in **Exhibit A, “Scope of Work”**. Failure by Contractor to comply with said time for completion of service, or any other deadline stated in this Agreement, shall constitute a material breach of this Agreement.

### **SECTION 4 – COMPENSATION AND METHOD OF PAYMENT**

A. Subject to any limitations set forth in this Agreement, CPCSD agrees to pay Contractor the amount specified in **Exhibit B, “Costs”** attached hereto and made a part hereof. Total compensation shall not exceed \$20,000.00, unless additional compensation is approved in accordance with Section 2.

B. Contractor shall furnish to CPCSD an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subcontractor contracts, and miscellaneous expenses. Each original invoice furnished shall include

the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement (if applicable). CPCSD shall independently review each invoice submitted to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and CPCSD will use its best efforts to cause Contractor to be paid within 30 days of receipt of invoice. If the CPCSD disputes any charges or expenses, the CPCSD will return the original invoice to Contractor for correction and resubmission. If the CPCSD reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, CPCSD may retain all or a portion of the invoiced charges and expenses. If Contractor submits an invoice which is incomplete, incorrect, unclear, or not in accordance with the provisions of this Agreement, then CPCSD shall not be obligated to process or make any payment to Contractor until a correct invoice has been submitted. Within thirty (30) days of satisfactory completion of the project, CPCSD shall pay the retained amount, if any, to Contractor.

C. Payment to the Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

#### **SECTION 5 – STANDARD OF PERFORMANCE**

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement.

#### **SECTION 6 – INSPECTION AND FINAL ACCEPTANCE**

CPCSD may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. CPCSD shall reject or finally accept Contractor's work within sixty (60) days after submitted to CPCSD, unless the parties mutually agree to extend such deadline. CPCSD shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. CPCSD's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Contractor's work by CPCSD shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

#### **SECTION 7 – INSURANCE REQUIRED**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees, as indicated:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
  2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
  3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
1. General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit – \$10,000,000.
  2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
  3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
- C. Professional Liability Insurance. When Contractor under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Contractor shall maintain at least \$2,000,000 of professional liability insurance.
- D. Excess Limits. If Contractor maintains higher limits than the minimums shown above, CPCSD requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CPCSD.
- E. Primary Coverage. For any claims related to this contract the Contractors insurance coverage shall be primary insurance as respects to CPCSD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CPCSD, its officers, officials, employees, or volunteers shall be excess of Contractors insurance and shall not contribute with it.
- F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the CPCSD.
- G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The CPCSD, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Contractor or Contractor's subcontractors; or automobile owned, leased, hired or borrowed by the Contractor.
  2. For any claims related to Contractor's conduct while performing the work of this project, the Contractor's insurance coverage shall be primary insurance as respects the CPCSD, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CPCSD, its agents, officers, officials,

employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CPCSD.
  4. 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 Subsection (b) of Section 2782 of the Civil Code.
- H. Waiver of Subrogation. Contractor's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the CPCSD, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the CPCSD.
- I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the CPCSD.
- J. Verification of Coverage. Contractor shall furnish the CPCSD with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CPCSD or on forms that conform to CPCSD requirements. All certificates and endorsements are to be received and approved by the CPCSD before work commences or within forty-five (45) days of this Agreement's full execution, whichever is earlier. Failure to do so within the time stated shall constitute a material breach of this Agreement and CPCSD shall have no obligations hereunder, including without limitation payment for any services. The CPCSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **SECTION 8 – INDEMNIFICATION**

A. Contractor shall indemnify and hold harmless CPCSD, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Contractor, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Contractor agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against CPCSD, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Contractor under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Contractor's duty to defend and

indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from CPCSD, shall defend Indemnitees at Contractor's expense by counsel acceptable to CPCSD, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Contractor shall ensure Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of Contractor hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the CPCSD's sole negligence or willful acts or misconduct.

### **SECTION 9 – INDEPENDENT CONTRACTOR STATUS**

A. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CPCSD. Contractor shall have no authority to bind CPCSD in any manner or to incur an obligation, debt or liability of any kind on behalf of or against CPCSD, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by CPCSD.

B. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither CPCSD, nor any elected or appointed boards, officers, officials, employees or agents of CPCSD, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees or agents are in any manner officials, officers, employees or agents of CPCSD.

C. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CPCSD's employees. Contractor expressly waives any claim Contractor may have to any such rights.

### **SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES**

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CPCSD or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the CPCSD Manager. Consultant agrees to at all times avoid conflicts with the interests of CPCSD in the performance of this Agreement.

B. CPCSD understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of CPCSD relative to such projects. Any future position of CPCSD on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant understands and acknowledges CPCSD maintains an anti-fraud and anti-corruption policy to protect the CPCSD, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to CPCSD any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

## **SECTION 11 – OWNERSHIP OF DOCUMENTS**

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing any services pursuant to this Agreement shall become the sole property of CPCSD and may be used, reused or otherwise disposed of by CPCSD without the permission of the Contractor. When requested by CPCSD, but no later than three years after project completion, Contractor shall deliver to CPCSD all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Contractor during the course of providing services (collectively the "Work Product") shall belong exclusively to CPCSD. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Contractor hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Contractor may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

## **SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION**

A. All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or

already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than CPCSD without prior written authorization from the CPCSD Manager, except as may be required by law.

B. Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the CPCSD General Manager or unless requested by the CPCSD Attorney of CPCSD, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives CPCSD notice of such court order or subpoena.

C. If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then CPCSD shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Contractor’s conduct.

D. Contractor shall promptly notify CPCSD should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. CPCSD retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with CPCSD and to provide CPCSD with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by CPCSD to control, direct, or rewrite such response.

### **SECTION 13 – SUSPENSION OF WORK**

CPCSD may, at any time, by ten (10) days written notice suspend further performance by Contractor. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Contractor shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

### **SECTION 14 – COMPLIANCE WITH LAW**

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither CPCSD, nor any elected or appointed boards, officers, officials, employees or agents of CPCSD, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

### **SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

During the performance of this contract, Contractor agrees as follows:



A. Equal Employment Opportunity. In connection with the execution of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, national origin, or on any other basis prohibited by state or federal law. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Contractor will comply with all federal regulations relative to nondiscrimination to federally assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Contractor of Contractor's obligations under this Agreement and the regulations relative to nondiscrimination.

#### **SECTION 16 – RECORDS**

A. Records of Contractor's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CPCSD if and when required for a period of up to 3 years from the date of Contractor's final invoice.

B. Contractor's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by CPCSD.

#### **SECTION 17 – COOPERATION BY CPCSD**

All public information, data, reports, records, and maps as are existing and available to CPCSD as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

#### **SECTION 18 – NOTICES**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first-class mail, addressed as follows:

To CPCSD:

CPCSD General Manager  
2502 Country Club Drive  
Cameron Park, California 95682

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

**SECTION 19 – TERMINATION**

A. CPCSD may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Contractor. If such notice is given, Contractor shall cease immediately all work in progress.

B. If either Contractor or CPCSD fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or CPCSD may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Contractor or CPCSD, all property belonging to CPCSD which is in Contractor’s possession shall be delivered to CPCSD. Contractor shall furnish to CPCSD a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in this Agreement.

**SECTION 20 – ATTORNEY FEES**

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys’ fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

**SECTION 21 – ENTIRE AGREEMENT**

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and CPCSD prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

## **SECTION 22 – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Contractor without written consent of the CPCSD.

## **SECTION 23 – CONTINUITY OF PERSONNEL**

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify CPCSD of any changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance.

## **SECTION 24 – DEFAULT**

In the event that Contractor is in default under the terms of this Agreement, the CPCSD shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to Contractor. Termination under this Section 24 shall not require the ten days' notice which is required by Sections 13 and 19, above.

## **SECTION 25 – WAIVER**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by CPCSD of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

## **SECTION 26 – LAW TO GOVERN; VENUE**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of El Dorado. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

## **SECTION 27 – SEVERABILITY**

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

## **SECTION 28 – SPECIAL PROVISIONS**

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Contractor:

CPCSD:

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

By: \_\_\_\_\_  
Name: André Pichly  
Title: CPCSD General Manager

Approved as to Form:

By: \_\_\_\_\_  
Name: Jason Epperson  
Title: CPCSD Attorney

# Cameron Park Fire Department

*In cooperation with the*

California Department of Forestry and Fire Protection

**CAL FIRE**

Fire Station 89  
3200 Country Club Drive  
Cameron Park, CA 95682

(530) 677-6190  
(530) 672-2248 FAX



Fire Station 88  
2961 Alhambra Drive  
Cameron Park, CA 95682

(530) 672-7350  
(530) 672-7352 FAX

To: Fireworks Vendor  
  
From: Kalan Richards  
Battalion Chief/Fire Marshal CPFD  
  
Re: Fireworks vendor reference guide

To whom it may concern,

This document is intended as a reference guide for the fireworks vendor, detailing documents that must be provided to the CPFD Fire Marshal and inspections that must occur. Fireworks vendor shall abide by NFPA 1123, Title 19, California Office of the State Fire Marshal and any other laws pertaining to outdoor firework show(s).

## PAPERWORK

OSFM Public Fireworks Display Permit Application.

OSFM Pre-Display Report.

OSFM Pyrotechnic Operator Post Display Report.

Approve Site Plan to include:

- Dimensions of the display site
- Locations of discharge site(s)
- Spectator viewing area(s)
- Parking location(s)
- Fallout area(s)
- Associated separation area(s)
- Fireworks – Discharged at angles for aesthetic purposes **shall** have the following information on the site plan per 2018 NFPA 1123, 5.1.2.2.2.
  - Location of firing point(s) of discharge
  - Direction(s) of firing
  - Firing tilt angle(s)
- Barge setup information/diagrams
  - Minimum barge area =  $M+C+G$  , where;
  - $M$  = area needed for mortars [ $ft^2 (m^2)$ ]
  - $C$  = area needed for cakes and multi-tube devices [ $ft^2 (m^2)$ ]
  - $G$  = area needed for ground displays [ $ft^2 (m^2)$ ]

Barge fireworks rack(s) setup information/diagrams.

Fireworks Production Agreement between CPCSD and fireworks vendor.

# Cameron Park Fire Department

*In cooperation with the*

California Department of Forestry and Fire Protection

**CAL FIRE**

Fire Station 89  
3200 Country Club Drive  
Cameron Park, CA 95682

(530) 677-6190  
(530) 672-2248 FAX



Fire Station 88  
2961 Alhambra Drive  
Cameron Park, CA 95682

(530) 672-7350  
(530) 672-7352 FAX

- Certificate of Liability Insurance from fireworks vendor.
  - Including Additional Insured – Designated Person or Organization
- Shall follow current NFPA 1123 – Code for Fireworks Display
- Shall follow CCR Title 19

## PERSONNEL

- Verify and record pyrotechnic operator identification.
- Verify and record pyrotechnic operator possesses valid driver license of proper type.
- Verify and record pyrotechnic information on the identity, phone numbers and ages of all assistants, helpers, etc.
- Fireworks vendor to provide a spotter for the observation of the following;
  - Detecting proper mortar angling
  - Noting the occurrence of duds
  - Observing for other potentially hazardous situations

## STORAGE and PREPARATION OF FIREWORKS

- Any storage, handling, assembly, testing, or transportation of fireworks materials and devices intended for outdoor display prior to their delivery to the display site shall be in accordance with the following:
  - NFPA 1124
  - 18 USC 40, “Importation, Manufacture, Distribution and Storage of Explosive Materials”
  - 27 CFR 555, “Commerce in Explosives,” Bureau of Alcohol, Tobacco, Firearms and Explosives
  - Shall follow 49 CFR 171-177 – Hazardous Material Transportation
- No overnight storage of fireworks.
- Fireworks shall be attended at all times.
- Preparation area(s) for display fireworks shall be secured from public access by at least 100 ft.
- Preparation area(s) shall have only authorized personnel in them at any time display fireworks are being Prepared.

Please feel free to contact me if you have any comments or concerns.

Sincerely,

Kalan Richards  
Battalion Chief / Fire Marshal

Office: (530) 672-7336

Cell: (530) 708-7438

[kalan.richards@fire.ca.gov](mailto:kalan.richards@fire.ca.gov)