

Date: August 22, 2008

AMADOR COUNTY RECREATION AGENCY REQUEST FOR QUALIFICATIONS

SECTION 1: COVER LETTER

1.1 INVITATION

The Amador County Recreation Agency (ACRA) invites you to submit a Statement of Qualifications (SOQ) for Architectural Design and Construction Services for the:

Pine Grove Town Hall and Volcano Armory Renovation Project RFQ NO. ACRA 1-08

1.2 PROJECT DESCRIPTION

The Project involves the renovation of two historic buildings, Pine Grove Town Hall and Volcano Armory, located in the adjoining Communities of Pine Grove and Volcano in Amador County, California. The Project includes Americans with Disabilities Act accessibility, Restrooms, Kitchen, Septic System, Heating, Air Conditioning, Lighting, and structural improvements.

The design of the improvements should reflect the historical nature of the buildings. A preliminary construction estimate is \$390,000 for both buildings.

1.3 SUBMITTAL REQUIREMENTS

1. One (1) signed original and four (4) copies of the SOQ shall be submitted in a sealed opaque envelope. The firm's name and address and the RFQ number ACRA 1-08 must appear on the outside of the envelope in the lower right hand corner as follows:

<p style="text-align: center;">"SEALED QUALIFICATIONS"</p> <p>PROJECT NAME: Pine Grove Town Hall and Volcano Armory Renovation Project</p> <p>RFQ #: ACRA-1-08</p> <p>COMPANY NAME: (Return address must be on envelope)</p>
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2. The SOQ must be submitted on the forms provided in the request package. Other formats will be rejected.

3. The sealed SOQ shall be received by ACRA:

By U.S. Mail

Amador County Recreation Agency
10877 Conductor Blvd.
Sutter Creek, CA 95685

Delivered

Amador County Recreation Agency
10877 Conductor Blvd.
Sutter Creek, CA 95685
Suite 100

4. The SOQ shall be received until 1:30 pm, Thursday, September 25, 2008, at which time; sealed SOQs will be opened and read publicly in the office of the ACRA Director, located at the above Sutter Creek address. SOQs received after 1:30pm, September 25, 2008, will be rejected and returned unopened.

1.4 CONTACT INFORMATION

Amador County Recreation Agency
Tracey Towner-Yep, Director
10877 Conductor Blvd.
Sutter Creek, CA 95685
Telephone number (209) 223-6349
Email address ttowneryep@co.amador.ca.us.

1.5 STATEMENT OF QUALIFICATION REQUIREMENTS

The ARCHITECT, in accordance with the provisions of this Request for Qualifications (RFQ), shall be required to:

- Comply with the RFQ requirements, and the terms & conditions of the Contract documents and complete and return all requested forms;
- Provide labor, equipment, and materials in accordance with the Agreement;
- Comply with insurance requirements;
- Be a licensed Architect with the State of California;
- Furnish experience and financial qualifications;
- Be knowledgeable of state law and local ordinances.

1.6 PRE-STATEMENT OF QUALIFICATIONS CONFERENCE INFORMATION

- A pre-Qualifications conference is, is not scheduled for this project.
- Attendance at the pre-Qualifications conference is, is not mandatory.
- Pre-Qualifications Conference information:

SOQ conference: 10:00am, Tuesday, September 16, 2008
Location:

- Pine Grove Town Hall, 19998 HWY 88, Pine Grove, CA 95665
- Volcano Armory Hall, Consolation Street, Volcano, CA 95666

The conference will start at the Pine Grove Town Hall at 10am. After a review of the Town Hall, the conference will move to the Volcano Armory Hall.

1.7 INFORMATION FOR ARCHITECTS

The following information is provided to the Architectural Firm:

1. The SOQ selection process will consist of a review of all Statements of Qualifications by ACRA Staff and Community members which will result in a list of 3 to 5 Architectural firms who will be invited to submit proposals for Architectural Design and Construction Services.
2. The SOQ shall contain the following information, as a minimum:
 - A letter of interest reflecting a clear understanding of the above referenced purposes for which ARCHITECT services are being requested,
 - A list of those individuals with their experience who would be assigned to assist with project management and delivery services, and
 - Completed and signed forms as required in Section 100.3.1, SOQ Submittal Information.
3. The ACRA Board of Directors (Board) reserves the right to accept or reject any or all SOQs. All SOQs will become a part of the official files of ACRA without obligation to ACRA.
4. RFQ packages may be obtained by contacting ACRA (209) 223-6349 or electronically from the ACRA website: www.co.amador.ca.us/depts/acra.
5. The proposed schedule for the Architectural Firm selection is:

➤ RFQ advertise/circulated	August 29, 2008
➤ Deadline for submittal of qualifications	September 25, 2008
➤ Short List Established	September 29, 2008
➤ Deadline for submittal of Proposals	October 15, 2008
➤ Interviews/meetings with perspective Architects	October 21, 2008
➤ Selection process concluded	October 24, 2008
➤ Contract execution/notice to proceed	November 18, 2008

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INSTRUCTIONS TO ARCHITECTS

1 GENERAL

1.1 REFERENCES

For the purposes of this document below are definitions:

- ACRA means Amador County Recreation Agency.
- ARCHITECT means the Architectural firm that submits and signs the Statement of Qualifications.
- QUALIFICATIONS means the information submitted in response to the Request for Qualifications.
- RFP means Request for Proposals.
- RFQ means Request for Qualifications.
- SOQ means Statement of Qualifications.

1.2 RFQ VS RFP REQUIREMENTS

Sections 100-1, 100-2, and 100-3 pertain to requirements for the RFQ and SOQ.

Section 100-4, Proposal Opening and Agreement Award (Information Only) pertains to the RFP and is included for information only. It is recommended that Section 4 be reviewed before submitting the QUALIFICATIONS.

1.3 PROJECT LOCATION AND SCOPE

The Project involves the renovation of two historic buildings, Pine Grove Town Hall and Volcano Armory, located in the adjoining Communities of Pine Grove and Volcano in Amador County, California. Appendix A shows the project location.

With respect to the Pine Grove Town Hall, the preliminary scope of work includes:

- Restoring the kitchen,
- Providing Americans with Disabilities Act compliant bathrooms and hall,
- Upgrading the heating, venting and air conditioning system,
- Replacing the septic system, and,
- Reconstructing the building front.

With respect to the Volcano Armory, the preliminary scope of work includes:

- Replacing foundations and exterior walls for the kitchen and storage areas,
- Upgrading the kitchen to commercial grade,
- Providing Americans with Disabilities Act compliant bathrooms and hall,
- Repairing the building front foundation and entrance,

- Replacing the septic system, and.
- Installing HVAC.

The design of the improvements should reflect the historical nature of the buildings. A preliminary construction estimate is \$390,000 for both buildings.

1.4 STATE FUNDED PROJECT

Notice is hereby given that this project is funded by the 2002 Resources Bond Act Per Capita Program of the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002. All applicable state regulations shall be strictly adhered to.

2 STATEMENT OF QUALIFICATIONS OPENING AND SELECTION PROCESS

2.1 SOQ SUBMITAL

ACRA will receive SOQs for the furnishing of all labor, materials, equipment, supplies, necessary tools, apparatus, facilities, and appurtenances for and to perform all work necessary to attend meetings and provide the Architectural Design and Construction Services for the Renovation Project.

2.2 SOQ OPENING

Statement of Qualifications will be accepted until the date and hour stipulated in Section 1, Cover Letter, of this RFQ and in the published Notice to Architects. A SOQ will not be accepted after that time. SOQs will be opened and read publicly as announced in Section 1, Cover Letter.

2.3 SOQ SELECTION PROCESS

The RFQ will be the first step in selecting an ARCHITECT. The selection process will be:

- ARCHITECT submits a SOQ based on the Scope of Work listed in Section 1.3.
- The ARCHITECT Selection Committee consisting of ACRA and Pine Grove and Volcano representatives will review and rank each SOQ based on the evaluation criteria in Appendix B.
- From the rankings, ACRA will select three to five of the most qualified ARCHITECT teams to prepare a PROPOSAL.

2.4 PROJECT TIMING

ACRA expects to issue an agreement for the design and construction services during the fall of 2008.

3 STATEMENT OF QUALIFICATIONS REQUIREMENTS AND CONDITIONS

3.1 SOQ SUBMITTAL INFORMATION

The SOQ shall include information pertaining to the ARCHITECT's ability to provide the professional services to complete the project. The SOQ shall include the information listed in Section 1, Cover Letter, and the completed forms located in the following Sections of this RFQ.

- SECTION 200, ARCHITECT's Signature Page.
- SECTION 210, Acknowledgment of Addenda.
- SECTION 220, Certification of ARCHITECT.
- SECTION 230, ARCHITECT's Questionnaire.
- SECTION 240, Experience and Financial Qualifications.
- SECTION 250, Required ARCHITECT Information.
- SECTION 260, Sub-Consultant/Sub-contractor Information.
- SECTION 270, Certification of Non-discrimination.

For Section 200, Architect's Signature Page, the SOQ shall be signed with the name typed below the signature. If the SOQ is made by an individual, his/her name and address must be shown; if by a firm, the firm or partnership name shall be shown; or if by a corporation, the SOQ must be signed with the legal name of the corporation followed by the name of State of incorporation and the legal signature of an officer authorized to bind the corporation to a contract. Verbal SOQs will not be considered.

3.2 EXAMINATION OF RFQ AND LOCATION OF WORK

The ARCHITECT is encouraged to visit and examine the locations and vicinity of the work and determine from such examination the nature, extent and location of the work, the work site, all records and documents pertaining to the Project needed to perform the work, and all other matters and regulations that may be encountered in performing the work, so that the ARCHITECT shall have full knowledge of all physical, legal and other conditions or requirements, which are pertinent to the performance of all work necessary to complete the proposed project. The SOQ by an ARCHITECT will be considered to warrant that the ARCHITECT is satisfied regarding factors which will govern the performance of the work by virtue of their own investigation, the character and quality of work to be performed and materials and equipment to be furnished, and the sufficiency of the available documentation.

3.3 MODIFICATIONS AND WITHDRAWAL

A SOQ may not be modified after submittal. An ARCHITECT may withdraw a SOQ at any time before SOQ opening, provided that a request in writing, executed by the ARCHITECT or the duly

authorized representative, for the withdrawal of such SOQ, is filed with ACRA prior to the time fixed for the opening the SOQs. The withdrawal of a SOQ shall not prejudice the right of an ARCHITECT to file a new SOQ. No SOQ may be withdrawn for a period of 60 days after the SOQ opening.

3.4 DISQUALIFICATION OF SOQ

More than one SOQ for an individual, firm or partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that an ARCHITECT is interested in more than one SOQ for the Work contemplated will cause the rejection of all SOQs in which said ARCHITECT is interested.

3.5 QUESTIONS

The ARCHITECT shall submit all questions about the RFQ, in writing, at least 10 calendar days prior to the SOQ opening date. Replies will be issued to all ARCHITECTs of record as Addenda to this RFQ and will become part of the RFQ. ACRA will not be responsible for oral clarification, nor will it be binding. Questions received less than 10 calendar days before the day of the RFQ opening may not be answered.

4.0 PROPOSAL OPENING AND AGREEMENT AWARD (INFORMATION ONLY)

4.1 INFORMATION ONLY

Section 100-4 is provided for information only. This Section pertains to the RFP, Proposal, and award of the ARCHITECT contract phase of the selection process. Some of the information may change when the RFP is issued after the RFQ process is completed.

4.2 TIME FOR COMPLETION (RFP)

All ARCHITECTS responding to the RFP will be interviewed by the Selection Committee. Based on the information in the PROPOSAL and interview, the most qualified ARCHITECT will be selected to execute an agreement with ACRA.

Upon receipt of written authorization to proceed from the ACRA, the ARCHITECT shall commence immediately and shall complete the performance of its obligations under the Scope-of-Work within the time allowed, unless an extension of time is granted in writing by the ACRA. Said extension, if any, shall be granted only for good cause as determined at the sole discretion of the ACRA. The ACRA shall not withhold unreasonably its granting of extensions for delays, which are beyond the control of the ARCHITECT.

4.3 RIGHT TO REJECT BIDS (RFP)

ACRA reserves the right to reject any or all proposals, and to waive any irregularities in any

proposal as received.

4.4 APPROXIMATE ESTIMATE (RFP)

An estimate of time for all classifications of personnel, listed by task, will be required as part of the Request for Proposals.

4.5 AWARD OF PROPOSALS (RFP)

The contract shall be awarded to the most qualified ARCHITECT. If an agreement cannot be reached with the first ARCHITECT team, ACRA will then enter into the next most qualified ARCHITECT. If an agreement cannot be reached with any of the qualified ARCHITECTS, ACRA will reject all proposals.

4.6 PROPOSAL DOCUMENTS (RFP)

If the successful ARCHITECT fails or refuses to execute and deliver the contract, required forms, and insurance certificates within 15 days after the ARCHITECT has received written notice of acceptance of the Proposal, the ARCHITECT shall forfeit the contract.

4.7 ACCEPTANCE OR REJECTION (RFP)

The Proposal will remain open and not be withdrawn for a period of 60 calendar days from the date prescribed for its opening. The right is reserved to reject any and all Proposals, or to accept the Proposal deemed best for the Owner. Proposals may be rejected if they show any alterations of form, additions, conditional bids, incomplete bids, erasures, or irregularities in the bids as received. Failure to comply with the requirement of this request may be cause for rejection. No segregated Proposals or assignments will be considered.

Upon receipt of written notice of the acceptance of this Proposal, the ARCHITECT will execute and deliver the agreement to the Owner in accordance with the Proposal as accepted, and will also furnish and deliver to ACRA the Insurance Certificates as specified in the agreement.

The documents shall be delivered within 15 calendar days after personal delivery or deposit in the mails, as the case may be, of the written notification of award. The above-mentioned bonds shall be satisfactory to and on the forms provided by ACRA.

4.8 QUALIFICATION OF ARCHITECTS (RFP)

Prior to award of agreement, ACRA shall have the right to require any ARCHITECT to submit evidence of the ARCHITECT's capacity to perform the Work on the basis of past experience on other projects of this type; to render a statement of financial status, to provide a list of other public agencies for whom the ARCHITECT has performed work, to submit proof of insurability, or to provide any other information required in the opinion of the Owner to determine if the ARCHITECT

is qualified and responsible to perform the work. Each ARCHITECT must be properly licensed to perform the work.

4.9 SUBLETTING (RFP)

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the ARCHITECT, and their work shall be subject to the provisions of this contract and these specifications. When a portion of the work has been sublet by the ARCHITECT and is not being prosecuted in a manner satisfactory to ACRA or its authorized representative, the subcontractor shall be removed immediately on the request of ACRA or its authorized representative, and shall not again be employed on the work.

4.10 ASSIGNMENT (RFP)

Under no circumstances shall the ARCHITECT assign the agreement without the written consent of ACRA.

4.11 NONDISCRIMINATION IN EMPLOYMENT (RFP)

Agreements for work under this Proposal will obligate the ARCHITECTs, sub-consultants, and sub-contractors not to discriminate in employment practices.

4.12 COST OF LIVING COUNCIL (RFP)

Each ARCHITECT will comply with the applicable regulations and standards of the Cost of Living Council in establishing wages and prices. The submission of a RFP shall constitute a certification that amount to be paid do not exceed maximum allowable levels authorized by the Cost of Living Council regulations and standards.

4.13 PROTECTION OF LIVES AND PROPERTY (RFP)

In order to protect the lives and health of employees under the contract, the ARCHITECT shall comply with all rules and regulations of OSHA and with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain in accurate record of all cases of death, occupational disease, and injury requiring medical attention of causing loss of time from work, arising out of and in the course of employment or work under this contract.

END OF SECTION

ARCHITECT'S SIGNATURE PAGE

ARCHITECT is a:

- California Corporation
- California Limited Liability Company
- Corporation organized under the laws of the State of
 With head offices located at _____
 And offices in California at _____
- Sole Proprietorship;
 Proprietor _____
 Fictitious Business Names (i.e. "d.b.a."); _____
- Partnership Limited Liability Partnership

List names of partners; state which partner or partners are managing partner(s).

Attach additional sheet, if necessary.

- Other (Attach explanatory details).

The undersigned (see next page) hereby agrees to and accepts the terms and conditions of this RFQ.

COMPANY NAME & ADDRESS:	SIGNATURE OF OFFICER/OWNER: _____ (MUST BE THE SAME SIGNATURE AS WILL APPEAR ON AGREEMENT) _____ (PRINTED NAME OF SIGNATORY) _____ (TITLE) Date:
Telephone:	Fax:
Email:	
ARCHITECT License Number/Type:	IRS Number:

Name of Contact (if other than signatory): _____

Title: _____

Phone: _____ Fax: _____ Email: _____

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ACKNOWLEDGMENT OF ADDENDA

During the Request for Qualifications (RFQ) process there may be changes to the RFQ documents, which would require an issuance of an Addendum or Addenda. To assure that all ARCHITECTs receive the update or change Addendum, the following acknowledgment and sign-off is required. Failure to execute the following may be considered as an irregularity in the Statement of Qualifications (SOQ).

Receipt of the following Addendum is acknowledged. The ARCHITECT acknowledges that the information contained in the addendum has been considered in the preparation of this SOQ.

Addendum No. (None___), (1___), (2___), (3___), (4___), (5___)
(Check appropriate space/number above)

Signature of Consultant

Name, Title

Company Name

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CERTIFICATION OF ARCHITECT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

(Date)

(Signature)

(Title)

END OF SECTION

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ARCHITECT'S QUESTIONNAIRE

In accordance with Government Code, Section 14310.5, the ARCHITECT shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the ARCHITECT, any officer of the ARCHITECT, or any employee of the ARCHITECT who has a proprietary interest in the ARCHITECT, ever been disqualified, removed, or otherwise prevented from submitting a proposal on, or completing, a federal, state, or local government project because of a violation of law or a safety regulations

No _____

Yes _____

If the answer is yes, explain the circumstances in the following space.

Note: This questionnaire constitutes a part of the RFQ, and the signature in Section 200 shall constitute signature of this questionnaire.

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EXPERIENCE AND FINANCIAL QUALIFICATIONS

The following information concerning the experience and financial qualifications of the ARCHITECT are a required part of the Statement of Qualifications. The information is certified correct by signature herein.

Name of Company: _____
License Number: _____
Name of Insurance Carrier: _____
Phone Number: _____

1. How many years have you (or your firm) done business under the name listed above? _____
2. How many years experience have you (or your firm) had which is similar in nature to the work covered in the Proposal? _____
3. Provide relevant references of contracts satisfactorily completed in the last three (3) years:
 - a. Year: _____
Type of Work: _____
Contract Amount: _____
Company name, telephone number and contact: _____

 - b. Year: _____
Type of Work: _____
Contract Amount: _____
Company name, telephone number and contact: _____

 - c. Year: _____
Type of Work: _____
Contract Amount: _____
Company name, telephone number and contact: _____

d. Year: _____
Type of Work: _____
Contract Amount: _____
Company name, telephone number and contact:

4. Have you (or your firm) previously worked for the Amador County Recreation Agency or Amador County?
Yes, _____ No _____
(If yes, please list above or provide additional sheets if necessary)

5. Provide a list of the Project's management staff of the ARCHITECT who will manage the proposed work as may be required herein:

<u>Name</u>	<u>Years of Experience</u>	<u>Field of Expertise/Capabilities</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Please provide additional sheets if necessary)

(Person to Contact)

(Phone)

END OF SECTION

REQUIRED ARCHITECT INFORMATION

The ARCHITECT shall furnish the following information. Failure to comply with this requirement will render the Statement of Qualifications incomplete and may cause its rejection. Additional sheets shall be attached as required.

1. ARCHITECT's name and address:

2. ARCHITECT's Telephone Number: _____

3. ARCHITECT's License:

Primary Classification: _____

State License No. _____

Supplemental Classifications held, if any: _____

Expiration Date: _____

4. Number of years as an ARCHITECT in work of this type: _____

5. Names and titles of all Offices of ARCHITECT's firm:

6. Name of person who inspected site of proposed work for your firm:

Name: _____

Date of Inspection: _____

7. Name, address, and telephone number of surety company and agent who will provide the insurance on this contract:

8. The above information is correct under penalty of perjury:

SIGNATURE:

TITLE:

END OF SECTION

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CERTIFICATION OF NON-DISCRIMINATION

As suppliers of goods or services to the Amador County Recreation Agency, the firm and individuals listed below certify that they do not discriminate in employment with regards to age, race, color, religion, sex, national origin, ancestry, disability, or sexual preference; that they are in compliance with all State and local directives and executive orders regarding nondiscrimination in employment.

Signature

Print Name & Title

Name of Firm

Date

END OF SECTION

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SAMPLE AGREEMENT

The following is a sample agreement for Architectural Services. The actual agreement may change due to updates and will change to address project specific conditions.

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE AMADOR COUNTY RECREATION AGENCY
AND
CONSULTANT

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made as of (Date) in the City of Jackson, State of California, by and between, ZZZ ("Consultant") and the Amador County Recreation Agency ("ACRA"), a Joint Powers Authority.

RECITALS

- A. ACRA, through the Per Capita Program of the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, is funding the Pine Grove Town Hall Renovation Project and Volcano Armory Hall Renovation Project. ACRA needs assistance is delivering this project from the Grant Phase through the Construction Phase.
- B. Consultant represents that he has performed similar duties for other public agencies.
- C. ACRA desires to retain Consultant to provide professional services for the Project upon the terms set forth in this Agreement, and Consultant desires to be retained by ACRA.

NOW, THEREFOR, the parties agree as follows:

1. Definitions. Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning set forth in this Section 1:

ACRA	Amador County Recreation Agency, a Joint Powers Authority
Agreement	This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendices A and B attached hereto.
Consultant	<i>ZZZ</i>
County	Amador County

Project	Pine Grove Town Hall Renovation Project Volcano Armory Hall Renovation Project
Services	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement for professional services, as detailed in Appendix A, Scope of Work.

2. Services Consultant Agrees to Perform.

- 2.1 Consultant shall perform all Services described in Appendix A, Scope of Work, attached here to and incorporated by reference as though fully set forth herein.
- 2.2 Consultant shall complete all Services required by this Agreement in a timely manner.
- 2.3 Consultant may recover extra costs resulting from a change in Scope of Work.

3. Term of Agreement. All work comprising the Services shall be performed under and according to the terms of this Agreement. This Agreement shall conclude upon the completion of the Project.

4. Compensation.

- 4.1 ACRA shall pay Consultant compensation according to the Compensation Schedule established in Appendix B, Fee Schedule. ACRA shall pay Consultant in monthly payments on or before the last day of each month for Services in an agreed to amount by the Consultant and ACRA.
- 4.2 Invoices furnished by Consultant under this Agreement must be in a form acceptable to ACRA. All amounts paid by ACRA to Consultant shall be subject to audit by ACRA. ACRA shall make payment to Consultant at the address stated below.
- 4.3 ACRA may set off against payments due Consultant under this Agreement any sums that ACRA determines that Consultant owes to ACRA because of Consultant's errors, omissions, breaches of this Agreement, delays or other acts that caused ACRA monetary damages. Prior to exercising such right, ACRA must demand and attend mediation pursuant to Section 24.3 of this Agreement, to be attended by ACRA, Consultant, and insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the ACRA's demand, then the Amador ACRA Superior Court may upon

application by any party make such selection for the parties. If a party other than ACRA refuses to mediate under this Section, then ACRA shall have satisfied its obligations under this Section.

5. Maximum Costs.

5.1 ACRA's payment obligation shall not at any time exceed the amount shown on Attachment B, Fee Schedule.

5.3 ACRA shall not reimburse Consultant for Services or materials provided by Consultant beyond the scope of the Services or materials agreed upon in this Agreement unless approved by a written amendment to this Agreement.

6. Qualified Personnel. For purposes of this Agreement, ACRA shall direct all communications to Consultant through ZZZ and Consultant shall direct all communications to ACRA through Tracey Towner-Yep, Director.

7. Representations.

7.1 Consultant represents that it has reviewed Appendix A, Scope of Work, and that in its professional judgment the Services to be performed under this Agreement can be performed for the fee established in Appendix B, Fee Schedule.

7.2 Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to the time such licenses and/or permits are required. Consultant also represents that it has ~~extensive~~ knowledge of all applicable building codes, laws, regulations and ordinances.

7.3 The granting of any progress payment by ACRA, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of ACRA or any other governmental entity, shall in no way waive or limit the obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Services, including but not limited to cases where the unsatisfactory character of such Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability. Vacant

9. Obligations of ACRA

- 9.1 In addition to its payment obligations under this Agreement, ACRA shall provide relevant County and ACRA documents to the Consultant as needed to complete the Project.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, that ACRA may have under this Agreement or any applicable law. All rights and remedies of ACRA, whether under this Agreement or other applicable law, shall be cumulative.
10. Independent Contractor; Payment of Taxes and Other Expenses.
- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required of Consultant by the terms of this Agreement.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between ACRA and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be ACRA employees, and shall not be entitled to receive any benefits conferred on ACRA employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities that are not parties to this Agreement.
11. Insurance.
- 11.1 Consultant shall be added to the Insurance Policy for ACRA as an additional insured with the following conditions:
- 11.1.1 General Liability - Commercial General Liability Insurance of not less than One Million Dollars (\$ 1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, products and completed operations, blanket contractual and independent contractors' liability.
- 11.1.2 Professional Liability -Professional liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence.
12. Suspension of Services.

12.1 ACRA may, without cause, order Consultant to suspend, delay or interrupt (any such event referred to as a "suspension") Services pursuant to this Agreement, in whole or in part, for such periods of time as ACRA may determine in its sole discretion. ACRA shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.

12.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

13. Termination of Agreement for Cause.

13.1 If at any time ACRA (i) believes that Consultant may not be adequately performing its obligations under this Agreement, (ii) believes that Consultant may fail to complete the Services as required by this Agreement, or (iii) has provided written notice of observed deficiencies in Consultant's performance, ACRA may request from Consultant prompt written assurances of performance and a written plan to correct the observed deficiencies in Consultant's performance. Consultant shall provide such written assurances and written plan within ten calendar days of receipt of ACRA's request. Consultant acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

13.2 Consultant shall be in default of this Agreement and ACRA may, in addition to any other legal or equitable remedies available to ACRA, terminate Consultant's right to proceed under this Agreement, upon the occurrence of any of the following, without limitation as to other breaches of this Agreement:

13.2.2 Consultant commits a material breach of this Agreement and fails to cure such breach within thirty (30) calendar days of the date of notice from ACRA to Consultant demanding such cure; or, if such failure is curable but not curable within such thirty (30) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 30 calendar days, Consultant must provide ACRA within the 10-day period a written plan acceptable to ACRA to cure the breach, and then diligently commence and continue such cure according to the written plan); or

13.2.3 Consultant violates or allows a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time

of performance of the Services and applicable to the Project or Services, and fails to cure such violation within thirty (30) days of the date of the notice from ACRA to Consultant demanding such cure; or, if such failure is curable but not curable within such thirty (30) day period, within such period of time as is reasonably necessary to accomplish such cure. (in order for Consultant to avail itself of this time period in excess of 30 calendar days, Consultant must provide ACRA within the 30-day period a written plan to cure said violation acceptable to ACRA, and then diligently commence and continue performance of such cure according to the written plan.)

13.3 In the event of termination by ACRA as provided herein for cause:

13.3.1 ACRA shall compensate Consultant for the value of the Services delivered to ACRA upon termination as determined in accordance with this Agreement, subject to all rights of offset and back charges, but ACRA shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties;

13.3.2 Consultant shall deliver to ACRA possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of Project records, cost data of all types, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

13.3.3 Consultant shall remain fully liable for the failure of any Services completed such termination to comply with the provisions of this Agreement. The provisions of this Section shall not be interpreted to diminish any right which ACRA may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate ACRA for all loss, cost, damage, expense, and/or liability suffered by ACRA as a result of such termination and failure to comply with this Agreement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

14. Termination of Agreement for Convenience.

14.1 ACRA and Consultant may terminate performance of the Services under this

Agreement in accordance with this Section in whole, or from time to time in part, whenever either party shall determine that termination is in their best interests. Termination shall be effected by delivering at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under this Agreement is terminated.

14.2 After receipt of a Notice of Termination, Consultant shall:

14.2.1 Stop Services under this Agreement on the date and to the extent specified in the Notice of Termination;

14.2.2 Assign to ACRA in the manner, at times, and to the extent directed by ACRA, all right, title, and interest of Consultant under orders so terminated. ACRA shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts; and

14.2.3 Complete performance of any part of the Services that were not terminated by the Notice of Termination.

14.3 After receiving a Notice of Termination, Consultant shall submit to ACRA a termination claim, in the form and with such certification as ACRA shall require. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by ACRA upon Consultant's written request made within such 3-month period or authorized extension. However, if ACRA determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Consultant fails to submit the termination claim within the time allowed, ACRA may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. ACRA shall then pay to Consultant the amount so determined.

Subject to the provisions of Section 14.3, Consultant and ACRA may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the price determined under this Agreement for Services not terminated. This Agreement may be amended accordingly, and Consultant shall be paid the agreed amount. Nothing in Section 14.5 (prescribing the amount to be paid to Consultant in the event Consultant and ACRA are unable to agree upon the whole amount to be paid to Consultant because of termination of Services under this Section) shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which the parties

may agree should be paid to Consultant pursuant to this Section 14.4.

14.4 Except as provided in this Agreement, in no event shall ACRA be liable for costs incurred by Consultant after receipt of a Notice of Termination.

14.5 In arriving at the amount due Consultant under this Section there shall be deducted:

14.5.1 All un-liquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,

14.5.2 Any substantiated claim that ACRA may have against Consultant in connection with this Agreement, and

14.6 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with ACRA a request in writing for equitable adjustment of price or prices specified in this Agreement relating to the portion of this Agreement that is not terminated. ACRA may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of ACRA and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of this Agreement when this Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit ACRA's rights and remedies at law.

15. Conflicts of Interest/Other Agreements.

15.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.

15.2 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the ACRA that Consultant has no present, and will have no future, conflict of interest between providing the ACRA the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the ACRA, as determined in the reasonable judgment of the ACRA. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the ACRA hereunder.

15.3 Consultant represents that its officers does not have any interest, however remote, in any other agreement with ACRA, whether or not such agreement is with Consultant's firm, affiliate firms, or through separate employment, except as expressly itemized below. Failure to disclose such information will result in termination of this Agreement pursuant to Section 13 herein. These other agreements are: None.

16. Proprietary or Confidential Information of ACRA, Publicity

16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by ACRA and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to ACRA. Consultant agrees that all information disclosed by ACRA to or discovered by Consultant shall be held in strict confidence and used only in performance of this Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the ACRA's interests where such confidential information could be used adversely to the ACRA's interests. Consultant agrees to notify the ACRA immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

16.2 Any publicity or press releases with respect to the Project or Services shall be under ACRA's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without ACRA's prior consent. Consultant shall have the right, however, without ACRA's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

17. Notice to the Parties. All notices to be given by the parties hereto shall be in writing and effective when served by depositing same in the United States Post Office, postage prepaid and addressed as follows:

To ACRA: Amador County Recreation Agency
Attn: Tracey Towner-Yep, Director
810 Court Street
Jackson, CA 95642

shall not discriminate against any employee or applicant for employment, nor against any Sub-consultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, ACRA ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations there under, and shall comply with same as each may be amended from time to time.

22. Drug-Free Workplace Policy. Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on ACRA premises.
23. Compliance with Americans with Disabilities Act. Vacant
24. Disputes.
- 24.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the ACRA Administrative Officer (or his or her designee) and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from both party and a meeting between the ACRA Administrative Officer (or his/her designee) and a principal of the Consultant shall then take place within five days of the request.
- 24.2 Provided that ACRA continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute and Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, ACRA may terminate this Agreement for cause as provided herein.
- 24.3 In the event of claims exceeding \$50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association ("AAA"), in Jackson, California, before a mediator mutually agreeable to the parties, and in the event

the parties are unable to agree, selected by a judge of the Amador ACRA Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et seq. and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

25. Agreement Made in California, Venue.

25.1 This Agreement shall be deemed to have been executed in the City of Jackson, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Jackson, California.

25.2 The parties shall execute four copies of this Agreement, each of which shall be deemed to be an original.

26. Compliance with Laws. Consultant represents that it will comply with all applicable laws, ordinances, general rules or regulations, permits, or land use restrictions or limitations at any time applicable thereto of any public or governmental authority, including the City of Jackson and the ACRA of Amador, in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

27. Construction. All section and paragraph captions are for reference only and shall not be considered in construing this Agreement. Each signatory to this Agreement for Consultant shall have joint and several responsibility and liability to perform the terms of this Agreement.

28. Entire Agreement; Modifications of Agreement.

28.1 This Agreement, and any written modification to this Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. This Agreement, and any written modification to this Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the

subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in this Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, written or oral, express or implied that relate in any way to the subject matter of this Agreement shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.

- 28.2 Consultant, in any price proposals for changes in the Services that increase this Agreement amount, or for any additional Services, shall break out the proposal by tasks with an associated cost
- 28.3 Changes in the Services made pursuant to this Section and extensions of this Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 28.4 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by ACRA's Board of Supervisors expressing such an intention.
- 28.5 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of ACRA. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to ACRA, unless otherwise indicated by the context.
29. Miscellaneous.
- 29.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by ACRA of the final payment to Consultant or termination of this Agreement, whichever is earlier.
- 29.2 Any provisions or portion thereof of this Agreement that are prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are

therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.

- 29.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

AMADOR COUNTY RECREATION AGENCY

ZZZ

By:

Chairperson, ACRA Board

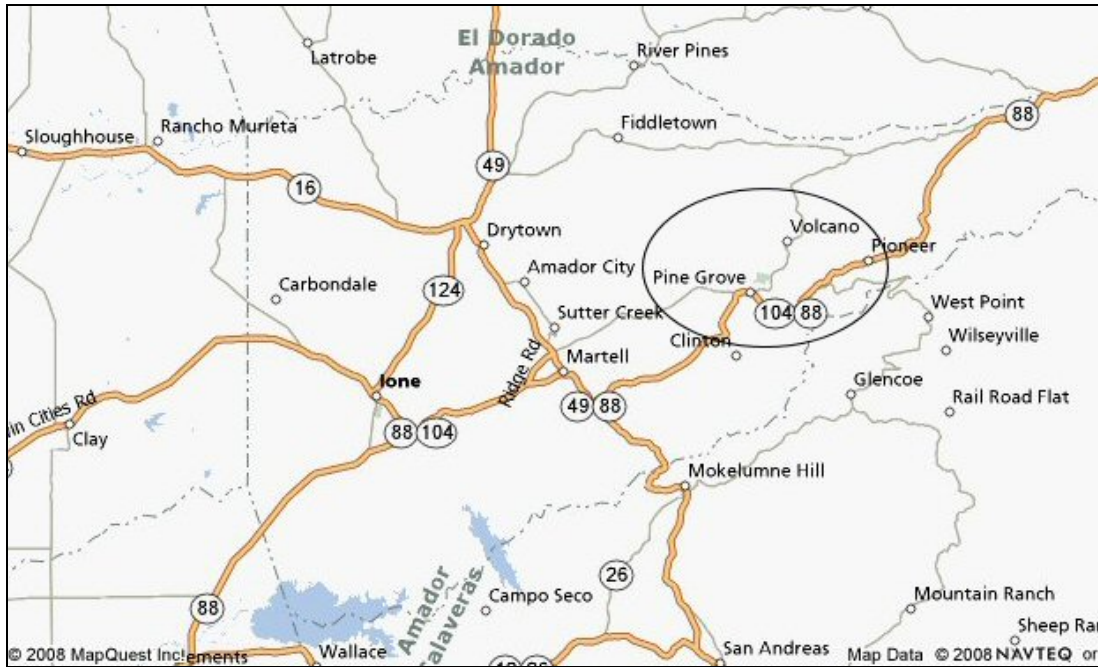
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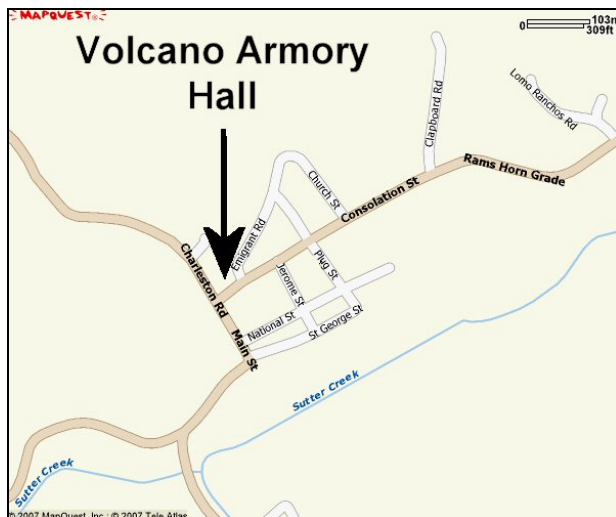
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END OF SECTION

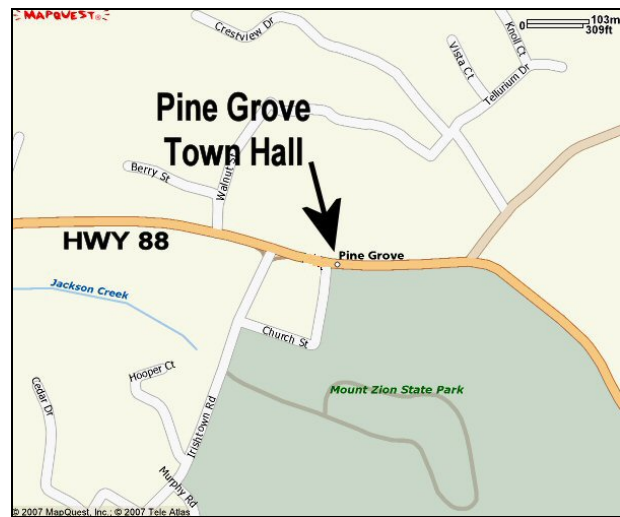
APPENDIX A PROJECT LOCATION MAP



AREA MAP - PINE GROVE & VOLCANO COMMUNITIES



VOLCANO ARMORY HALL



PINE GROVE TOWN HALL

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Page

APPENDIX B

EVALUATION SHEET		
Statement of Qualifications Criteria	Maximum Points	Rating
Experience with similar kinds of work	25	
Understanding of the work to be done	25	
Quality of staff for work to be done	15	
Familiarity with State and Federal procedures	15	
Completeness of Statement of Qualifications	10	
Statement of Qualifications Organization	10	
Total Proposal Points	100	
Total Evaluation Points		

OVERALL RANKING _____