

Butte County Resource Conservation District

Request for Qualifications

Architect and Engineering Services for National Forest Trailhead Facilities

Responses to Questions

1. Can you provide a sample contract for review?

See attachment #1

2. For the bidding documents, will we be required to provide the front-end documents: General Conditions, Special Provisions, etc.?

No, BCRCD would be responsible for developing the front-end documents. We would likely request that the selected Firm assist with the review of the bid packet to ensure the SOW and plans are correct.

3. When the two trailheads are ready to go out for bid, will they be bid and awarded together as one construction project or separately?

For cost savings and contracting efficiency, we plan to bid both trailheads simultaneously and award them as a single project.

4. What is your normal window, how many weeks, after submittal of documents for review to reply with comments?

The Forest Service and BCRCD will be reviewing the (30-50-95) design documents. We hope to have a review within 2 weeks for each step in the process.

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCD") and **CONTRACTOR** ("Consultant").

Consultant agrees to provide and BCRCD agrees to accept the services specified herein.

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

1. Designated Representative. Dave Lee, Chairman of the Board of BCRCD (530) 693-3173 is the representative of BCRCD and will administer this Agreement for and on behalf of BCRCD. **CONTRACTOR** is the representative for the consultant. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Notices. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To BCRCD: Dave Lee
 Chairman of the Board
 Butte County Resource Conservation District
 150 Chuck Yeager Way, Suite A, Oroville, California 95965
 bcrd@carecd.org

To Consultant: **CONTRACTOR CONTACT INFORMATION**

or at such other address or to such other person that the parties may from time to time designate.

Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. Scope of Services. Consultant agrees to provide services to BCRCD in accordance with Exhibit "A" attached hereto and made a part hereof by this reference.

4. Term. The term of this Agreement shall commence upon signing of both parties and shall continue in effect until **END OF CONTRACT DATE (six months following work deliverable due date)**, or as officially extended.

5. Compensation Consultant may submit invoices monthly as long as progress is being displayed on the project. Each invoice shall include a brief description of work completed to date for those tasks that are being billed for in Exhibit A. In addition, each invoice shall also indicate the overall percent of work completed for all tasks specified in Exhibit A. Consultant shall be paid for performance under this Agreement in accordance with the terms of Exhibit "B" attached hereto and made a part hereof by this reference. Billing shall be by invoice, which shall include the contract number assigned by BCRCD, and which shall be delivered to the address for BCRCD shown in Section 2 above, following completion of the increments identified on Exhibit "B." **If billing at a hourly rate, in addition to the invoice the Contractor shall provide timesheets that includes: date, hours spent, location, and task/ work accomplished.** Unless otherwise specified in Exhibit "B" payment shall be net sixty (60) days from date RCD receives payment from RCD's client.

6. Independent Contractor. Consultant shall perform all of its services under this Agreement as an independent contractor and not as an employee of BCRCD. Consultant understands and acknowledges that it shall not be entitled to any benefits of a BCRCD employee, including but not limited to vacation, sick leave, insurance, retirement, workers' compensation, or protection of tenure.

7. Standard of Performance. Consultant represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement, and will obtain all skills, expertise, and licenses/permits required at no expense to the BCRCD.

Accordingly, Consultant shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which BCRCDD is engaged. All products of whatsoever nature, which Consultant delivers to BCRCDD pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in profession. Consultant shall correct or revise any errors or omissions, at BCRCDD's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Consultant at no additional cost to BCRCDD.

8. Taxes. BCRCDD shall not be responsible for paying any taxes on Consultants behalf, and should BCRCDD be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse BCRCDD for the full value of such paid taxes, plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation.

9. Conflict of Interest. Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Consultant.

10. Responsibilities of BCRCDD. BCRCDD shall provide all information reasonably necessary for Consultant to perform the services required herein.

11. Ownership of Documents. Consultant and BCRCDD agree to not release any data collected or any reports to the public which are deemed to contain confidential information under state or federal guidelines.

Consultant agrees to not release any materials under this section without prior approval from BCRCDD.

12. Records, Audit, and Review. Consultant shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Consultants profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. BCRCDD shall have the right to audit and review all such documents and records at any time during regular business hours upon reasonable notice.

13. Indemnification and Insurance. Consultant shall agree to defend, indemnify, and hold harmless BCRCDD and to procure and maintain insurance before starting the work, at its own cost and expense, and maintain during the progress of the work. Consultant is solely responsible for the payment of all premiums and deductibles. Insurance coverage of the type and limits will be maintained in the following amounts:

Coverage	Minimum Limits
Worker's Compensation	Statutory
Comprehensive or Commercial General Liability (Bodily Injury, Property Damage, Personal Injury and including independent contractors, contractual liability, product & completed operations, underground explosion and collapse hazard, and pollution liability)	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate
Automobile Liability (owned, if any, non-owned, and hired), Bodily Injury, Property Damage	\$1,000,000
Professional Liability (Errors and Omissions)	\$1,000,000

Consultant will provide a Certificate of Insurance naming Client as an Additional Insured.

14. Compliance with Laws. Contractor shall comply with all Federal, State and local laws rules and regulations including, without limitation, and not limited to any non-discrimination laws. Specifically, the contractor by executing this agreement stipulates and certifies that as an individual or as an entity, it complies in good faith as well as all actions with the following regulatory requirements at least but not limited to:

- a) Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color, or national origin, gender, handicaps or age.
- b) Environmental protection legislation and in particular regarding clean air and water, endangered species, handling of toxic substances and the public right to know.
- c) Drug Free Workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
- d) National Labor Relations Board Public Contract Code 10296
- e) Domestic Partners – Public Contract Code 10295.3
- f) ADA 1990 42 USC 12101 et seq.

15. Nonexclusive Agreement. Consultant understands and agrees that this is not an exclusive Agreement and that BCRCD shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant at BCRCD's sole discretion.

16. Assignment. Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the BCRCDD. Any attempts to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination of this Agreement.

17. Termination.

A. By BCRCDD. The BCRCDD may, by written notice to Consultant terminate this Agreement in whole or in part at any time, whether for BCRCDD's convenience or because of a failure of Consultant to fulfill the obligations herein. Upon receipt of notice, Consultant shall immediately discontinue all services (unless the notice directs otherwise) and deliver to BCRCDD all data, estimates, graphs, summaries, reports, electronic files, and all other records, documents, or papers as may have been accumulated or produced by Consultant in performing this Agreement, whether complete or in process.

(1) For convenience. The BCRCDD may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Consultant shall promptly cease work and notify the BCRCDD as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, the BCRCDD shall pay Consultant for service satisfactorily performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Consultant be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Consultant shall furnish to the BCRCDD such financial information as in the judgment of BCRCDD is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decision of the BCRCDD shall be

final. The foregoing is cumulative and shall not affect any right or remedy which the BCRCDD may have in law or equity.

(2) For cause. Should Consultant default in the performance of this Agreement or materially breach any of its provisions, the BCRCDD may, at its sole discretion, terminate this Agreement by written notice, which shall be effective upon receipt by Consultant.

B. By Consultant. Should the BCRCDD fail to pay Consultant all or any part of the payment set forth in Exhibit "B," Consultant may, at its sole option, terminate this Agreement if such failure is not remedied by the BCRCDD within thirty (30) days of written notice to the BCRCDD of such late payment.

18. Section Headings. The headings used in this Agreement shall be for convenience only and shall not affect the meaning, construction, or interpretation of the contents of the individual sections.

19. Severability. If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the BCRCDD is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity.

21. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. No Waiver of Default. No delay or omission of the BCRCDD to exercise any right or power upon the occurrence of any event or default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every power and remedy given by this Agreement to the BCRCDD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the BCRCDD.

23. Entire Agreement and Amendment. In conjunction with the matters considered herein, this Agreement and the accompanying exhibits contain the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature whatsoever, hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

24. Successors and Assigns. All representations, covenants, and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and insure to the benefit of such party, its successors and assigns.

25. Compliance with Law. Consultant shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. Including all associated requirements of the funding sources (**See Exhibit C if applicable**). The judgment of any court of competent jurisdiction, or the

admission of Consultant in any action or proceeding against Consultant, whether the BCRCDD is a party thereto or not, that Consultant has violated any such ordinance or statute, shall be conclusive of that fact as between Consultant and the BCRCDD.

26. California Law. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Butte, if in state court, or in the federal district court nearest to Butte County, if in federal court.

27. Execution in Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entities, persons, or firms, and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully met. Furthermore, by entering into this Agreement, Consultant hereby warrants that she shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

29. Precedence. In the event of a conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the BCRCDD.

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCD")

By: _____
Dave Lee, Chairman of the Board, BCRCD

Date: _____

By: _____
CONTRACTOR

Date: _____

EXHIBIT A

SCOPE OF WORK

END OF EXHIBIT A

EXHIBIT B

PAYMENT

All work shall be completed by: X

If billing at an hourly rate, in addition to the invoice the Contractor shall provide timesheets that includes: date, hours spent, location, and task/ work accomplished

Mileage will be paid at the prevailing IRS rate
If included, Per diem shall be paid at the current state rate

**Total contract value is not to exceed
\$[amount].**

**No work billed under this agreement can occur after [90 days
after work completion date at top of Exhibit B, or (if sooner)
funding source expiration date].**

END OF ATTACHMENT “B”

