REQUEST FOR PROPOSALS
RFP# 76-20

NORTH CHICO SPECIFIC PLAN VILLAGE CORE
RE-VISIONING AND DESIGN PLAN

RFP Publication Date: May 11, 2020

RFP Submission Deadline Date: June 8, 2020 5:00p.m. PST

Issued by:
Ken Colwell
Fiscal Manager
Butte County Department of Development Services
7 County Center Drive
Oroville, California 95965-3334
530. 552.3660
kcolwell@buttecounty.net
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1) **RESPONDENT ADMONISHMENT**

Respondents are reminded that it is their responsibility to:

- ✓ Read carefully all of the content of this entire document and address all requirements and follow all procedures of this Request for Proposal (RFP).
- ✓ Ask for clarification before final due date of questions.
- ✓ Immediately inform the County of any problems with this Solicitation.
- ✓ Be complete in response.
- ✓ Submit all responses by the required dates and times.

2) **INTRODUCTION**

The County of Butte, hereinafter referred to as “County” is seeking a qualified Contractor firm, hereinafter referred to as “Contractor” to develop a Re-Visioning and Design Plan for an unincorporated geographic area of Butte County known as the North Chico Specific Plan Village Core.

Butte County intends to award a contract to a Contractor that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful Contractor will be required to enter into a contract with the County for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A Contractor submitting a proposal must be prepared to use the County's standard contract form rather than its own contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the County; (7) approval by the County of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. The County intends to award a contract substantially in the form of the Model Contract to the selected respondent. Respondents should list any exception(s) to the Model Contract in a separate section of their proposal.

3) **BACKGROUND**

The North Chico Special Planning Area is located north of the City of Chico, west of the Chico Municipal Airport, and east of State Route 99. The site is located south of Mud Creek and north of Sycamore Creek, with Hicks Lane forming the areas eastern boundary. Portions of the site are within the 100-year Federal Emergency Management Agency (FEMA) flood zone of Mud Creek, as well as the 200-year flood plain. The mixed-use Village Core area, known as the heart of the specific plan area, is a 484-acre portion of the larger 2,980-acre North Chico Specific Plan adopted by Butte County. The site is relatively flat and extensively planted with orchards, with the exception of approximately 90 acres located in the southern half of the site. Current
zoning would support approximately 2,000 dwelling units, the area has been identified for urban development by both the City and County’s General Plans since 1995, but has yet to be developed due to a lack of infrastructure and financing. This area is served by State Route 99, Eaton Road, and Hicks Lane. Two primary intersections on State Route 99 serve the area: Garner Lane and Eaton Road. Adjacent land uses include single-family residential to the west and north, generally undeveloped industrial/open space designated land to the east.

4) **SCOPE OF SERVICES**

The planning effort includes coordination with the City of Chico, area property owners, and a “re-visioning” of the Village Core Area with an emphasis on increased residential development and density. This effort will take place in tandem with the City of Chico’s separate process to investigate and plan infrastructure needs relating to sewer and water service, and the Contractor should plan to coordinate with the City on this process. By conducting the public outreach about the project and developing a design plan that can be readily incorporated by the City of Chico into their general plan and zoning (after annexation), the plan will expedite overall build-out of this underutilized area and provide a variety of housing types that are urgently needed within the area in the aftermath of the Camp Fire.

The intent of this planning effort is to meet current and future needs in the areas of housing, sustainability, quality of life, and economic development. The project will update existing constraints, provide for a mix of housing types, including multi-family and low-income, recommend internal and external circulation routes working in coordination with the City’s Infrastructure Plan, and include a mix of commercial uses that will help reduce VMT and provide jobs. The plan must address all existing site constraints, including FEMA flood zones, localized flooding and drainage, Airport Compatibility Zones, riparian areas, and biological resources. Public engagement concerning this plan is critical to its success. Several individual property owners make up the village core area. The Contractor will need to hold meetings with the owners as well as the surrounding property owners who make-up the remainder of the North Chico Specific Plan area in developing the revised vision and plan.

**Tasks.**

**TASK 1. Project Initiation**
- Kickoff Meeting with County staff and Area Tour
- Base Map and Data Review
- Community Engagement Plan
- Stakeholder Interviews
- Community Workshop – Project Introduction to Community
- Coordination with the City of Chico
TASK 2. Assessment of Existing Conditions.
- Flood Zones
- Airport Compatibility Zones
- Riparian Areas
- Biological Resources
- Infrastructure (in coordination with the City of Chico)

TASK 3. Re-Visioning Development
3.1 Multi-Day Public Workshops/Charrettes.
This task would be used to stimulate ideas and to develop creative solutions. The Contractor team will introduce planning concepts that could be successfully applied to support a re-visioning and design of the Village Core. Separate meetings will be held with:
- Focus Groups
- Walking Tour
- Stakeholders
- Community

In this task, the Contractor team will analyze the feasibility and capacity to accommodate the new vision and design supported by the community. Specifically, this analysis will consider the capacity of the water, wastewater, and stormwater infrastructure (in conjunction with the Infrastructure Plan being complete by the City of Chico) to accommodate anticipated development under the draft land use plan.

TASK 5. Design Plan
5.1 Draft Plan
- Introduction and Background
- Vision and Goals
- Land Use and Circulation Plan
- Village Core Design
- Implementation Plan

5.2 Public Hearings at the Board of Supervisors and Planning Commission for final adoption of the Plan.

TASK 6. Environmental Review (CEQA)
In this task, the Contractor team will review the proposed Plan in accordance with the California Environmental Quality Act (CEQA). The approach to the CEQA review will be determined in coordination with County staff once more is known about the contents of the Plan and the nature of the changes it would allow in coordination with the City of Chico. The existing General Plan EIR and North Chico Specific Plan EIR may be used to make this determination.
REFERENCED HYPERLINKS

- General Plan Final EIR

- General Plan Final Supplemental EIR

- General Plan 2030: https://www.buttecounty.net/dds/Planning/General-Plan/Chapters

GRANT TERMS AND CONDITIONS APPLICABLE TO AWARDED CONTRACT

SB 2 GRANT FUNDING

The awarded contract is funded, in part, by an SB 2 Planning Grant with the California Department of Housing and Community Development (hereinafter referred to as “Department”) underneath the Planning Grants Program (PGP) provisions of SB 2 (Chapter 364, Statutes of 2017).

SB 2 GRANT FUNDING COMPLIANCE

County is subject to the terms and conditions as specified in the Standard Agreement for grant funding with the “Department”, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the “Department”. A Grantee (County) that receives funds under this Program (the program developed to implement the first year of the Fund pursuant to Health and Safety Code section 50470(b)(1)(A)) may use a subcontractor (Contractor). The subcontract shall provide for compliance with all the requirements of the Program for the Contractor and any subcontractors utilized by the Contractor.

Contractor and Contractor’s subcontractor(s) shall comply with all the requirements of the Program in the following documents which within the contract are specifically referenced and thereby made part of the contract as follows:

EXHIBIT B – SAMPLE STANDARD AGREEMENT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

EXHIBIT C - SENATE BILL 2 PLANNING GRANTS PROGRAM YEAR 1 GUIDELINES
https://www.hcd.ca.gov/grants-funding/active-funding/planning-grants/docs/SB2-Planning-Grant-Guidlines.pdf

EXHIBIT D – PLANNING GRANTS PROGRAM (SB 2, 2017) 2019 NOTICE OF FUNDING AVAILABILITY
5) **FORMAT FOR PROPOSALS**

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2” x 11” sheets, (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point. **The County shall receive all Submissions no later than Monday, June 8, 2020 by 5:00 PM (PST).**

a) The response shall include a cover letter, a table of contents and all items listed below and shall be in the following format:

**Submissions shall** contain one (1) signed, original printed material on 8-1/2” /x 11” paper and be submitted in a sealed envelope, with RFP # 76-20 included, to the following address:

Ken Colwell  
Fiscal Manager  
Butte County Department of Development Services  
7 County Center Drive  
Oroville, California 95965-3334

**Submissions shall also include** two (2) signed electronic copies, one PDF and one in Word compatible formats upload via http://ushare.buttecounty.net/filedrop/kcolwell@buttecounty.net.

Submissions shall be in the order noted below. Submissions may also include color and fold out charts and graphs.

**Mandatory Content and Sequence of Submittal:**

i) **Cover Letter** shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the respondent submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the respondent, the respondent’s federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 90 days after receipt.

ii) **Table of Contents** shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.
iii) **Respondent’s Experience Summary** shall be a maximum of eight pages (not including resumes) in length and shall describe the respondent’s experience in completing community plans, including experience in developing community plans or other services after natural disasters. Experience and focus in the public sector is of vital importance. The County is looking to partner with a firm that has years of experience providing updated community plans. Describe related past projects (please limit to three (3) projects) completed along with a discussion comparing similarities with this proposed project (Please provide PDFs or web links to 2 community plans or other similar documents that your firm has developed). Please provide a comprehensive narrative history of the firm and its experience in providing community plans to government municipalities, counties and departments.

This section shall also contain a comprehensive list of professional references, including names and telephone numbers for each sample project. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone number, fax number and email address.

- Detailed description of services provided similar to the services outlined in the Draft Scope of Work.

iv) **Firm Capabilities** shall be a maximum of six pages entitled “Firm Capabilities”, and shall include a description of the proposing Respondent’s resources for successfully developing and completing this project as well as resumes of the staff to be assigned to the project. Submit in the order identified below:

(a) Background and Experience. In this section, describe your firm’s background, its organizational structure, identify decision-making roles, and why this is advantageous to the project. Describe the roles and background of the design team leader and key team members.

(b) Key Personnel. Provide resumes describing the background and qualifications of key personnel your firm would use on this project, including any subcontractors that are considered as key personnel on this project.

(c) Scheduling. Delineate the project scheduling process your firm uses. Use some or all of the projects in the Experience Summary section, as well as other projects (if necessary), as specific examples, which demonstrate your ability to deliver your work on time.
v) **Cost** shall detail the cost portion of the proposal. Respondent shall provide pricing based on completion of assigned tasks and shall be broken into costs for mandatory tasks and costs for optional tasks. Respondent shall provide an itemized breakdown of all costs associated with the preparation of the North Chico Specific Plan Village Core Re-Visioning and Design Plan. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

If an hourly rate is quoted, the anticipated total number of hours should be included along with a not-to-exceed price for the project.

vi) Draft Scope of Work shall be identified as “Attachment IV – Scope of Work” for incorporation in the Model Contract as the final contract to be awarded to the successful respondent. This is the document in which the proposing respondents are requested to describe the work they will perform to complete this project. Should there be any tasks that are expected to be performed by the County, these should also be clearly described as County tasks in the Draft Scope of Work. If the proposing respondent included a not-to-exceed price in the proposal, proposed billing rate for all reimbursable expenses should be included in the Draft Scope of Work.

Please be aware that County, in developing the contract for this RFP, shall edit this draft Scope of Work to develop the contract. Edits often include changing such words as “will” to “shall” as well as referring to any “assumptions” as “conditions”, references to “staff” (either Contractor or County staff) shall be changed as appropriate to either “County” or “Contractor”. County shall also edit the budget (i.e. not to include the word “estimate) as required by the County. Also, please be aware that for the North Chico Specific Plan Village Core Re-Visioning and Design Plan, the chosen firm shall complete and submit all deliverables on or before **12/01/2021**.

Please put the scope of work in a table format using the table format below: (You may change the orientation of the pages to be landscape),

<table>
<thead>
<tr>
<th>Task Name/ No.</th>
<th>Task Description</th>
<th>Contractor Deliverables</th>
<th>Contractor Deliverable Timelines</th>
<th>County Responsibilities</th>
<th>Task Cost</th>
</tr>
</thead>
<tbody>
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Add contractor rates/cost information
6) **SELECTION PROCESS**

The selection committee may include representatives from the Department of Development Services, County Administration, and the Department of Public Works and others. The criteria for selecting the firm is provided below:

(1) Experience. Contractor must demonstrate their experience in successfully completing community plans, especially in response to natural disasters, and the successful adoption by the governmental entity.

(2) Firm Capabilities. Respondents must demonstrate their resources for successfully developing and completing this project. County shall strive to retain firms based in the local area, especially Butte County firms and those within 100 miles of Butte County.

(3) Cost. Costs must be reasonable for the proposed task.

Selection will consist of evaluating the proposals for the purpose of establishing the most qualified Respondents, and to select the finalist(s). Selection of the finalist may include an interview with the finalist(s) during the week of June 15, 2020, proposal fact finding and negotiation of contract terms and conditions.

The County may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions and pricing with the prospective firm as a part of the selection process.

7) **SUBMITTAL EVALUATION**

Overall criteria used to evaluate responses to include:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Reputation and Experience</td>
<td>50%</td>
</tr>
<tr>
<td>Firm Capabilities</td>
<td>5%</td>
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<tr>
<td>Cost:</td>
<td>45%</td>
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<tr>
<td>Total:</td>
<td>100%</td>
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Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified respondents. Level II will be used to select the finalist. This level may include a request for an interview/presentation/demonstration from the finalists, proposal fact finding and negotiation of contract terms and conditions at no cost to the County. The presentation/demonstration may be web-based.
8) RULES OF PROCUREMENT

Time Line Summary

<table>
<thead>
<tr>
<th>Event</th>
<th>Anticipated Date/Time (Subject to Change)</th>
</tr>
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<tbody>
<tr>
<td>Solicitation Publication</td>
<td>Monday, May 11, 2020 by 2:30 p.m. (PST)</td>
</tr>
<tr>
<td>Final Date to Summit Questions and Requests for Clarification</td>
<td>May 26, 2020 by 5:00pm (PST)</td>
</tr>
<tr>
<td>Questions Answered via Addendum(s)</td>
<td>Thursday, May 28, 2020, by 5:00 p.m. (PST)</td>
</tr>
<tr>
<td>RFP Submittals Due</td>
<td>Monday, June 8, 2020 by 5:00pm (PST)</td>
</tr>
<tr>
<td>Preliminary Evaluation Completed</td>
<td>Week of June 29, 2020</td>
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<tr>
<td>Interview/Presentation/Demonstration (if desired)</td>
<td>July 6-8 2020</td>
</tr>
<tr>
<td>Evaluation Completion</td>
<td>Friday, July 17, 2020</td>
</tr>
<tr>
<td>Award of Contract</td>
<td>Wednesday, July 22, 2020</td>
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County Contact Information

Firms interested in participating in this solicitation are encouraged to register at the Public Purchase website: www.publicpurchase.com. Any and all communication regarding this Solicitation shall be in writing and directed to the Public Purchase Website. Do not contact County personnel or selection committee members regarding this project or the selection procedures. Firms interested in participating in this solicitation are encouraged to register at the Public Purchase website: www.publicpurchase.com.

Questions:
Questions and requests for clarification may only be submitted by e-mail or through the Public Purchase website. Verbal and phone inquiries will not be answered. All questions and requests for clarification shall be submitted no later than Tuesday, May 26, 2020, by 5:00pm (PST). The County will provide answers and clarifications by posting an addendum(s) through the Public Purchase website by Thursday, May 28, 2020, by 5:00pm (PST), so all Responders receive consistent information. It is the responsibility of all interested firms to access the website for this information. Questions received after Tuesday, May 26, 2020, after 5:00pm (PST) will not be answered.

9) COUNTY NOTICES

All proposing firms responding to this RFP should note the following:

a) All work performed for Butte County, including all documents associated with the project, shall become the exclusive property of Butte County.
b) The selected firm is expected to perform and complete the project in its entirety.

c) Any and all costs including travel, arising from development and delivery of a response to this RFP incurred by any proposing firm shall be borne by the firm without reimbursement by Butte County.

d) The selected Respondent shall remain an independent Contractor, working under his/her own supervision and direction and is not a representative or employee of Butte County. The Respondent agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

e) The opening of proposals in response to this Solicitation is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another.

f) The successful Respondent must be prepared to begin work promptly following execution of the contract and is expected to complete the project in its entirety.

g) Issuance of this Solicitation in no way constitutes a commitment by the County to award a contract. If the County determines it is in its best interest to do so, no Respondent may be selected and no contract may be executed.

h) Upon acceptable negotiations and contract award, the Respondent shall be required to execute the standard County Contract as provided in Exhibit A and comply with County insurance requirements. The County may modify the contractual requirements of the contract prior to execution of a contract for services.

i) The County reserves the right to request additional information from Respondents that have submitted a response to this Solicitation and to enter into negotiations with more than one Respondent should a contract be awarded or to award a purchase order or contract to the Respondent(s) with the most favorable quotation without conducting negotiations. The County reserves the right to award more than one contract if it is in the best interest of the County.

j) The County reserves the right to reject any or all submittals received if the County determines that it is in its best interest to do so. Further, the County may cancel or amend this Solicitation at any time and may submit similar solicitations in the future.

k) The County may reject any submittal that does not meet all of the mandatory requirements of this Solicitation, is conditional or is incomplete.
The County may request clarification of any submitted information and may request additional information on any or all responses provided and may waive minor inconsistencies deemed to be irrelevant.

Firms that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the General Services Department, 2081 2nd Street, Oroville, CA 95965-3413, telephone 530.552.3500. Debriefings may be conducted via telephone, Email or during a face-to-face meeting at the County offices in Oroville, California.

Firms that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the Director, General Services, 2081 2nd Street, Oroville, CA 95965-3413. All protests must be made in writing, signed by an authorized representative, and contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Respondent’s capabilities, project characteristics and/or pricing features that were not included in the firm’s proposal shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved firm knows or should have known of the facts giving rise thereto or within seven working days following the debriefing.

The withdrawal of any submittal must be made in writing prior to the required submission date and time, and must be signed by an authorized representative of the firm. An error in the submission may cause the rejection of that submittal. However, the firm may reissue a new or modified submittal prior to the date and time required for submission.

10) MODEL CONTRACT

The firm selected shall be expected to execute a contract substantially as the one shown as Exhibit A. However, County reserves the right to substitute Exhibit A, Model Contract with a different template if deemed necessary.

COUNTY INSURANCE REQUIREMENTS

See Exhibit A, MODEL CONTRACT ATTACHMENT II INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES. Please note that any subcontractors utilized in the agreement must be identified and be either insured by the Contractor, or provide insurance endorsements and certificates of insurance as required of Contractor before beginning work.
11) DISCLOSURE OF INFORMATION

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Bid awards are a matter of public record. Once a Contract is executed, proposals submitted in response to this RFP are subject to public disclosure as required by law. Your submission of a proposal is considered your consent to the County’s disclosure of the proposal. The County shall not be liable for disclosure of any information or records related to this procurement.
EXHIBIT A – MODEL CONTRACT

PROFESSIONAL SERVICE CONTRACT GREATER THAN $25,000

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and the professional service contractor indicated in the variable information table below, hereinafter referred to as “CONTRACTOR.”

<table>
<thead>
<tr>
<th>VARIABLE INFORMATION TABLE</th>
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<tbody>
<tr>
<td>Term of This Contract</td>
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<tr>
<td>Term Begins</td>
</tr>
<tr>
<td>On Following Date</td>
</tr>
<tr>
<td>County Department</td>
</tr>
<tr>
<td>Basis of Price (Do Not √ More Than One of the Following Four Blocks)</td>
</tr>
<tr>
<td>Price $</td>
</tr>
<tr>
<td>Not-to-Exceed Price $</td>
</tr>
<tr>
<td>CONTRACTOR Contact Information</td>
</tr>
<tr>
<td>Project Manager</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Oroville, CA  95965</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>530.552.3682</td>
</tr>
<tr>
<td>Email</td>
</tr>
<tr>
<td><a href="mailto:dbreedon@buttecounty.net">dbreedon@buttecounty.net</a></td>
</tr>
</tbody>
</table>

WHEREAS, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions (including Exhibit “A”)
Attachment II – Insurance Requirements for Professional Services Contract
Attachment III – Professional Credentials
Attachment IV – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Typed or Printed Name __________________________ Signature __________________________ Date __________________________

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

By __________________________
Steve Lambert
Chair, Board of Supervisors

Date __________________________

CONTRACTOR

By __________________________

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

REVIEWED AS TO FORM
BRUCE S. ALPERT
BUTTE COUNTY COUNSEL

By __________________________

ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment IV” – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submission of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.

3. **County Project Manager.** The COUNTY Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:

   a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.

   b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.

d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a “PDA”) may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the COUNTY or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONTRACTOR’s negligence or willful misconduct.

9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY’s funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.

10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments’ personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.

14. **Contractor's Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR’s work by COUNTY shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the COUNTY.

15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

16. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions 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 or 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


e. Domestic Partners – Public Contract Code 10295.3.

f. ADA 1990 42 USC 12101 et seq.

18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.

19. **Contractor Performance and the Breach Thereof.** The COUNTY may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the COUNTY shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the COUNTY.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR’S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

   a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described on Exhibit “A” hereto attached. Exhibit “A” is hereby made part of this contract by it reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).

   b.  CONTRACTOR understands and will adhere to the COUNTY’s policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

   Director of Human Resources
   3 County Center Drive
   Oroville, CA 95966
c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the County of Butte in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.

23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the County of Butte and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.

24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.

25. **No Implied Waiver.** In the event that The COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that COUNTY waives its future rights to require the CONTRACTOR to fulfill those obligations.

26. **Entirety of Agreement.** This contract inclusive of all Attachments herein in stipulated and made part of the contract constitutes the entire agreement between these parties.
### EXHIBIT “A”

Acknowledgement of OTHER COUNTY Contracts

List any and all contracts that you have with COUNTY agencies. If none, you must stipulate “none.” This cannot be left blank or omitted from the contract.
ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

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

2) Automobile Liability: ISO’s Commercial Automobile Liability coverage form CA 00 01.
   1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
   2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage.

3) Workers’ Compensation Insurance: As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor’s profession, with limits no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or 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 County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers,
officials, employees and volunteers shall be excess of Contractors insurance and shall not contribute with it.

3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to the County for review.
ATTACHMENT III
PROFESSIONAL CREDENTIALS

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees
Licenses
Certifications
Bonds
ATTACHMENT IV

Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At (fill in the appropriate point) prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with COUNTY Policy and Procedure. Otherwise, pertaining to this contract’s scope of work it is the CONTRACTOR’s responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

USE TABLE FORMAT BELOW
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<tr>
<th>Task No./Name</th>
<th>Task Description</th>
<th>Contractor Deliverables</th>
<th>Contractor Deliverable Timeline</th>
<th>County Responsibility</th>
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Add contractor cost information.