



**--Draft--**

**BUTTE COUNTY  
REQUEST FOR PROPOSALS  
FOR  
COMPREHENSIVE GENERAL PLAN UPDATE  
ZONING ORDINANCE UPDATE  
ENVIRONMENTAL IMPACT REPORT**

*"Charting the Course of Butte County's Future"*

***Butte County Department of Development Services  
7 County Center Drive  
Oroville, CA 95965  
(530) 538-7629  
FAX (530) 538-7785***

**May 23, 2006**

**COUNTY OF BUTTE**  
**REQUEST FOR PROPOSALS –COMPREHENSIVE GENERAL PLAN UPDATE,**  
**ZONING ORDINANCE UPDATE and ENVIRONMENTAL IMPACT REPORT**  
**Butte County Department of Development Services**  
**Oroville, California**

**INTRODUCTION**

The County of Butte is seeking a firm or firms to develop a comprehensive General Plan Update, Zoning Ordinance Update and Environmental Impact Report for the County of Butte.

Butte County intends to award a contract to a firm that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into a contract with the County for the services requested in this RFP within a reasonable time after award. A firm 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 approval; (3) no payment for additional work without prior approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the County; (7) approval by the County of any subconsultants or change in project manager; (8) minimum appropriate insurance requirements and (9) an agreed upon 'Scope of Work'. A Model Contract is attached as Attachment I to this RFP. The County intends to award a contract substantially in the form of the Model Contract to the selected consultant.

**BACKGROUND**

Description of Butte County

Butte County lies in north central California at the northern end of the Sacramento Valley, approximately 150 miles northeast of San Francisco and 70 miles north of Sacramento. State Highways 70 and 99, which extend in a north-south direction through the county, define the principal transportation corridors connecting the county to the region. State Routes 32 and 162 provide sub-regional connections to areas to the west of the county and to Interstate 5.

Butte County's jurisdictional boundaries are defined by the Sacramento River, Butte Creek, and Glenn and Colusa Counties to the west; Tehama County to the north; Plumas County to the east; and Sutter and Yuba Counties to the south. South Honcut Creek and Wilson Creek are the southeast boundary with Yuba County. The county encompasses approximately 1,670 square miles (1,068,000 acres) and can be divided into three general topographical areas: a valley area, a foothill region east of the valley area, and a mountain

region east of the foothills. These topographic areas comprise approximately 45 percent, 23 percent and 31 percent, respectively, of the county's land.

The county includes five incorporated communities (Chico, Oroville, Paradise, Gridley, and Biggs) and several small unincorporated rural communities.

The U.S. Forest Service is a major landowner in Butte County with holdings in Plumas National Forest (81,972 acres) and Lassen National Forest (49,240 acres). The U.S. Bureau of Land Management owns 18,960 acres, consisting of scattered foothill lands. Combined, these two Federal agencies own and control 12.3 percent of the land area in Butte County.

Historically, land use patterns in Butte County have been closely related to the natural characteristics of the county's main geographic areas. Each of the three geographic areas (Valley, Foothills, and Mountains) has provided a context for the development of its own set of industries and land use patterns. The industries associated with each area are frequently nontransferable economic activities; that is, they are highly dependent upon the preservation of local geographic and land use conditions. For example, the cultivation of almonds and other orchard crops, a major industry in Butte County, is dependent on the deep rich soils of the valley in order to thrive, and the timber industry is dependent on the forests in the higher altitudes of the east county.

Butte County possesses fertile soils, abundant water resources, and a relatively long growing season. Agriculture continues to be one of the major elements of the county's economic base despite greater diversification over the past decade. Because the soils and operating systems are different for cultivated agriculture and livestock ranching, particularly for cattle and sheep, agriculture in Butte County is divided into two sub areas: 1) orchard and field crops, which includes field crops, seed crops, vegetable crops, fruit and nut crops, nursery stock, and apiary products; and 2) grazing and open land, which involves animal husbandry forms of agriculture.

Urban land constitutes a proportionally small share of total land area in Butte County. In 2000, the most recent year that the Division of Land Resource Protection in the California Department of Conservation has data for Butte County, urban land uses occupied 62.7 square miles or 4 percent of all county land in 2000 (Farmland Mapping and Monitoring Program (FMMP)). In 2000, incorporated areas of the county accounted for 3.6 percent of all county land, according to U.S. Census data.

The county's urban areas are located in the valley, with the exception of the Paradise and Magalia/Upper Ridge areas located in the mountains. Their locations reflect their history: located adjacent to the prime agricultural lands which were their economic backbone and adjacent to the major transportation corridors (the Union Pacific Railroad and Highways 70 and 99).

The direction in which the communities have grown also reflect changes that have occurred over time, such as the shift from one transportation system (trains) to another (motor

vehicles), the development of new infrastructure (such as Lake Oroville), and the decline in natural resources (e.g., the establishment of the Greenline in Chico to protect prime agricultural land).

Traditionally, urban development in Butte County has been concentrated in the urban areas formed by the county's five incorporated communities. Up to the 1960s and 1970s, development in these areas occurred primarily within the communities' corporate boundaries. More recently, however, much of the development activity has taken place on the periphery of established communities. Some of this development has taken place under the jurisdiction of cities, but much of it has not. In addition to the development in the established urban areas, the 1970s saw a sharp increase in the amount of development that occurred throughout the foothill areas of the county, beyond the existing urban areas. This development was associated with the influx of retirement age residents who moved to Butte County specifically to live in a more rural setting, away from the urban centers. This development is dispersed throughout foothill areas (generally below the snow line), but with concentrations near pre-existing rural communities such as Forest Ranch, Concow, Cohasset, Stirling City, Berry Creek, and the Upper Ridge.

### Existing General Plan

In this document, "existing General Plan" refers to the Butte County General Plan as of May, 2006, consisting of a collection of 12 elements that were adopted between 1971 and 2004. Since its adoption, the existing Butte County General Plan has been supplemented and portions of it superseded by the adoption of area plans, updates to existing elements, and additions of new elements. Some of the elements have been amended, while most have not. There are also areas within the County where the adopted zoning classifications are not fully consistent with the General Plan land use designations. The following is a summary of the status of the various elements of the General Plan.

### Existing Required General Plan Elements

- Land Use Element (Adopted October 1979; amended several times since its adoption)
- Circulation Element (Adopted May 1984; minor changes were made in 1988)
- Housing Element (Adopted 1981, revised 1994; new element adopted in 2004)
- Conservation Element (Adopted August 1971; no changes or amendments)
- Open Space Element (Adopted December 1976; no changes or amendments)
- Safety Element (Adopted March 1977; no changes or amendments)
- Noise Element (Adopted March 1977; no changes or amendments)

### Existing Optional General Plan Elements

- Scenic Highways Element (Adopted March 1977; no changes or amendments)
- Seismic Safety Element (Adopted March 1977; no changes or amendments)
- Recreation Element (Adopted August 1971; no changes or amendments)
- Economy Element (Adopted August 1971; no changes or amendments)
- Agricultural Element (Adopted February 1995; no changes or amendments)

### Previous General Plan Updates

Two General Plan Update programs began in the early 1990s and again in 2002 which were never completed. The 1990s effort produced a Draft Background Report that addressed all General Plan issues except those associated with the Housing Element, which was prepared separately. This draft, completed in March 1993 was called the *Butte County General Plan Draft Background Report*.

The 1993 Draft Background Report was reformatted and renamed the “Master Environmental Assessment” (MEA) in 1996. The 1996 MEA changed the structure of the *1993 General Plan Draft Background Report*, including changing the chapter order, rearranging sections into different chapters, and adding several new chapters. The document was only published as a public review draft.

The May 1996 Butte County Master Environmental Assessment (MEA) was updated by Butte County Planning Division staff in 1998 and 1999. These 1998-1999 revisions were called the Butte County General Plan Technical Background Report and provided substantial updates to many of the sections in the 1996 MEA. The document’s structure remained the same as in the 1996 MEA. The 1998-1999 revisions were never officially published and remained in draft form.

In the fall of 2002, the Board of Supervisors authorized County staff and consultants to begin a technical update of the Butte County General Plan. The *Butte County General Plan Technical Update (GPTU)* project was limited in scope. Its purpose was to revise, reformat, and update the Butte County General Plan to ensure its legal adequacy and its usefulness as a long-term guide for day-to-day decision making. The objectives of the GPTU were to:

- Update background information for the General Plan;
- Consolidate and reformat all existing General Plan elements into a consistent single document or set of documents; and
- Ensure the General Plan’s legal adequacy.

The GPTU work program was not designed to address significant changes in land use or policy issues. Such policy issues were intended to be addressed in a second phase (“Policy Update”) to be undertaken following the conclusion of the GPTU. The GPTU work program

involved a public review process, community and Planning Commission workshops, and a Response to Comments document that addressed public comments received during the review process. The final product was entitled the "*Butte County General Plan Technical Background Report (GPTU) and Policy Document Final Draft, August 8, 2005.*" After further review of this important technical planning document, a decision was made to undertake a more comprehensive update to the General Plan. The adoption process of the *Butte County General Plan Technical Background Report (GPTU) and Policy Document Final Draft* was therefore discontinued in favor of the comprehensive General Plan update that is the subject of this RFP.

## **SCOPE OF SERVICES**

### **A. Comprehensive General Plan and Zoning Ordinance Update**

The General Plan Update process will follow the State of California General Plan Guidelines for preparing and amending the General Plan (See Table 1). The consultant will work cooperatively with County staff and a steering committee to comprehensively update all of the elements of the Butte County General Plan.

A public participation program is a required part of this process. Public outreach must utilize a variety of techniques including web-based forums, on-line surveys, charettes, newsletters, and radio and television public service announcements.

The selected consultant will be required to comprehensively update the General Plan in coordination with a Zoning Ordinance Update. A creative and innovative approach to organization is encouraged. Formats that stress plain English, and an economy of text and policy are preferred over the technically complex and verbose. Easy to follow tables and illustrations to summarize key information is encouraged. Emphasis should be placed on internal consistency (both vertical and horizontal) and ease in cross-referencing. A consolidated General Plan and Zoning Ordinance is one approach that can be explored. Alternative Zoning Ordinance formats, including form-based zoning will be considered. All formats shall be user friendly, and readily incorporated into web-based interfaces for use by the general public and staff. The County currently has 5 optional General Plan Elements. The consultant must explore ways to consolidate these optional elements into the required elements to help consistency and ease of use.

The preferred approach would develop distinct planning areas for non-urban unincorporated county lands and communities and separate planning areas for urban areas/city spheres. Professionally recognized standards and terminology will be used throughout this document. The consultant and staff shall engage the incorporated cities as much as possible to ensure standardization and consistency in use of zoning and general plan designations, performance standards, and definitions within city spheres and joint urban planning areas.

Several of the incorporated city jurisdictions within Butte County are poised to begin General Plan updates at this time. Butte County views this as an opportunity to help

coordinate both regional and city planning, especially concerning development within designated Spheres of Influence for the incorporated cities. Butte County is open to proposals that include using a single consultant to jointly develop two or more different General Plan updates for the County and incorporated cities. If your firm is capable of providing this type of service, please include it in your proposal, along with any examples of where this approach was successfully implemented in other areas of the state. In framing your response, please provide answers to the following questions concerning this approach:

1. How will you utilize a Steering Committee?
2. What process would you use or have successfully used to create a Steering Committee?
3. How will you infuse community planning into this process?
4. How will you assure that this approach does not cause delay?
5. At what point in the process will you start the zoning ordinance update?
6. How would you work with a city to jointly plan a Sphere of Influence?

Work must conform to a *Framework of Guiding Principles* that will be provided to each consultant prior to the bid process. These principles will include expectations for the General Plan and Zoning Ordinance Update process, although the selected consultant must be prepared to readily adapt to shifting priorities as the General Plan Update process unfolds.

The consultant shall also be responsible for providing annual reports to the Planning Commission in accordance with Government Code Section 65400 (b) on the status of the General Plan during the process.

#### B. Environmental Impact Report (EIR)

The selected consultant will be responsible for providing all work, oversight, management and administration of the EIR. The consultant shall be responsible for all procedural steps, including the preparation of the Initial Study, Notice of Preparation, Notice of Completion, Notice of Determination, Findings and any necessary Statement of Overriding Considerations.

The selected consultant will be required to attend all public hearings, and will be prepared to make presentations of the EIR, and be available to County staff and hearing bodies for questions and consultation. All work will be conducted in accordance with the California Environmental Quality Act (CEQA) and will be completed to professional standards and

practice. The Environmental Impact Report for the General Plan and Zoning Ordinance Update must address the standard range of environmental issues as required by the California Environmental Quality Act, and as determined to be warranted by the proposal. Efforts shall be made to follow a parallel track for the General Plan and Zoning Ordinance update, and the EIR process, and to consolidate meetings, public hearings, and public input as much as possible. The EIR process is to be interwoven into the General Plan process. The CEQA process will assist in the development of information that will form the basis for establishing constraints and determining the feasibility of opportunities.

The consultant shall assist the staff and steering committee with development of implementation strategies, and shall identify methods for monitoring or measuring success. Where implementation strategies are the outgrowth of mitigation measures included in the EIR, the required mitigation-monitoring program shall be integrated into the General Plan.

It is anticipated that certification of this document will allow for “tiering” of future environmental reviews, and/or alleviate the need to prepare detailed subsequent environmental documentation for identified projects that are consistent with the adopted General Plan. In addition, the County would like the EIR to contain all necessary information to allow adoption of thresholds of significance consistent with CEQA Guidelines Section 15064.7 if desired.

**TABLE 1**  
**PRELIMINARY SCHEDULE --BUTTE COUNTY GENERAL PLAN UPDATE**  
**Zoning Ordinance & EIR Process**  
**“Charting the Course of Butte County’s Future”**

<p>April 13, 2006  “Charting the Course”  Workshop</p>	<ul style="list-style-type: none"> <li>• Closing out the Technical Update</li> <li>• General Plan Update - Why? When? How?</li> <li>• Role of a Consultant in a General Plan Update process</li> <li>• How is a new General Plan implemented?</li> <li>• Role of a Steering Committee</li> <li>• What is the 'PROCESS' we will be utilizing to create our new General Plan/Zoning Ordinance and EIRs?</li> <li>• What is a city 'sphere' and why is it important?</li> <li>• New Tools: The role of Infill Development, Form Based Codes, Ahwahnee Principles, etc.</li> <li>• City/County Collaborative Planning opportunities</li> </ul>
<p>April 27, 2006  Framework of Guiding Principles</p>	<ul style="list-style-type: none"> <li>• Submitted to Butte County Planning Commission for review and comment</li> <li>• To be provided to consultants receiving RFP</li> </ul>
<p>May 23, 2006  Framework of Guiding Principles</p>	<ul style="list-style-type: none"> <li>• Submitted to Board of Supervisors for review and approval</li> </ul>
<p>May 23, 2006  Formation of Steering Committee</p>	<ul style="list-style-type: none"> <li>• Process submitted to Board of Supervisors for review and approval</li> <li>• Board to provide nominees to staff in subsequent weeks.</li> </ul>
<p>May 23, 2006  RFP Provided to Board of Supervisors for Final Approval</p>	<ul style="list-style-type: none"> <li>• Board to review and provide comment prior to final distribution</li> </ul>
<p>May 25, 2006  RFP Sent to Consultants</p>	<ul style="list-style-type: none"> <li>• May 25, 2006, RFP Mailed to all Consultants on department’s list and posted on buttegeneralplan.net website</li> <li>• June 15th, 2006 Consultants Submit Written Questions (last day)</li> <li>• June 26th, 2006 All answers posted on County website</li> <li>• July 21, 2006 Proposals Due by 4:00 pm</li> <li>• August 3 2006 Finalists Selected for Interview</li> <li>• August 15, 2006 Finalists Interviewed By Selection Committee</li> <li>• Early September (Estimated Date: September 12<sup>th</sup>, 2006) Board of Supervisors Consider Top-Ranked Proposal &amp; awards Contract</li> <li>• September 25, 2006 Work Initiated</li> </ul>
<p>September 25, 2006  Work Initiated by Consultant on General Plan</p>	<p>Selected consultant begins all work on General Plan and Zoning Ordinance Update and EIR</p>

**Startup – Public Participation and Outreach – CEQA review**

<p><b>2006 – Phase I</b>  Start-up, Data Collection,  Evaluation of Existing GP  Product: <u>Work Plan Schedule</u></p>	<p>The objective of this phase is to complete a detailed work plan and schedule, obtain and compile background information, ensure a complete database for existing conditions, create a template for maps and graphics, and evaluate the existing General Plan in terms of State Guidelines, its value and usefulness to various County departments and the currency of the fundamental principles of the Plan.</p>
---	--

## Startup – Public Participation and Outreach – CEQA review (Cont.)

### **2006-2007 – Phase 2**

Collect and Analyze Data

Product: Background Reports

Using information collected in Phase 1, staff and Consultants will analyze long-term local and regional trends and will summarize opportunities, constraints, and factors that will affect future development and conservation decisions. This information will provide an evaluation of the issues and options and will identify areas where more detailed information must be collected for the General Plan and EIR.

### **2007 – Phase 3**

Refine Goals

Products: Draft Goals, Policies and Action Programs

In this phase, input from the Steering Committee, the Community Workshops, and the stakeholder outreach by staff will be used to draft the essential goals, policies, and action programs. Areas to be preserved and enhanced will be identified, along with options for development of “change areas.” These options may include land use re-designations, or the amount of growth allowed under different policies. In order to undertake a preliminary impact analysis, the options will be quantified.

### **2007-2008 – Phase 4**

Alternatives Analysis

Products: Plan Alternatives, Preferred Plan, Draft 2030 General Plan

The consultant will draw on the Background Reports, and the Goals, Policies, and Programs to prepare a Preferred (preliminary draft) General Plan and alternatives. The Preferred Plan will be presented for comment at Community Workshops and reviewed by the Steering Committee. The Preferred Plan will be revised and refined to create the Draft General Plan 2030, and will be considered by the Planning Commission in one or more study sessions, and will be reviewed at Community Workshops. The Board of Supervisors will be asked to confirm the Draft Plan and alternatives. A Scoping Session will be held with the Planning Commission prior to preparing the Draft EIR.

### **2008 – Phase 5**

Draft EIR Completion

Products: Administrative Draft EIR, Draft EIR

The Draft EIR will be finalized, analyzing the impacts of the Preferred Plan and one or more alternatives for development or preservation of specific sites. The EIR will be circulated and public hearings noticed.

### **September 2009 – Phase 6**

G.P./EIR Adoption, Certification

Products: Adopted General Plan, Certified Final EIR

Public hearings will be held at the Planning Commission and Board of Supervisors to consider the Draft General Plan and Draft EIR. These meetings will provide crucial opportunities for public input prior to Planning Commission and Board of Supervisors refinement and adoption of the General Plan, and certification of the Final EIR.

C. Butte County Staff Support

Direction and oversight of the General Plan, Zoning Ordinance Update and EIR process will be provided by the Butte County Department of Development Services in conjunction with the General Plan Update Steering Committee comprised of approximately 26 members of the public to be approved by the Board of Supervisors. The County Planning Manager will serve as overall Project Director, with a dedicated Principal and Senior Planner providing staff support. Policy review will be provided by the Steering Committee. The plan must ultimately be approved by the Butte County Planning Commission and the Board of Supervisors.

**FORMAT FOR PROPOSALS**

**A. Submittal Requirements:**

Ten (10) copies, 1 CD with the proposal in PDF and one reproducible copy of the proposal must be received by Butte County **no later than Friday, July 21, 2006, at 4:00 p.m.** Late proposals will not be accepted. All proposals and documents submitted become the property of Butte County. Information considered proprietary shall be identified as such when the proposal is submitted. Proposals may be submitted by mail or in person to the address shown below:

Dan Breedon, AICP, Principal Planner  
Butte County Department of Development Services  
7 County Center Drive  
Oroville, CA 95965

This person will serve as the County's contact person for this project who will also respond directly with the consultant's project manager for questions, inquiries, and coordination.

**B. Mandatory Content and Sequence of Submittal:**

1. Cover Letter

Section 1 shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the organization submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the organization, the firm's federal tax ID number and a list of subconsultants, if any. The cover letter shall include a statement that the proposal is valid for 60 days after receipt. The proposal must be submitted in an envelope clearly marked with the consultant's name and "Butte County Comprehensive General Plan Update".

## 2. Dimensions

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.

## 3. Table of Contents

Section 3 shall be a detailed Table of Contents and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

## 4. Consultant Capabilities

Section 4 shall be a maximum of six pages (not including resumes) entitled "Consultant Capabilities", and shall include a description of the proposing firm's resources, experience, and capabilities as listed below 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. Describe the firm's demonstrated experience in developing a comprehensive General Plan/Zoning Ordinance/EIR.
- b. Key Personnel. Provide resumes describing the background and qualifications of key personnel your firm would use on this project, including any subconsultants 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.

## 5. Firm's Experience Summary

Section 5 shall be a maximum of eight pages entitled "Firm's Experience Summary" (please limit to three (3) projects), and shall briefly describe related past projects completed along with a discussion comparing similarities with this proposed project. Section 4 shall also contain professional references, including names and telephone numbers for each sample project. A recent example of a General Plan, Zoning Code Update and EIR prepared by your firm shall be identified.

## 6. Work Plan

Section 6 shall be a maximum of six pages entitled “Work Plan”, and will outline how the consultant’s team intends to prepare and complete all tasks identified in their proposal, and anticipated timelines for each task for this project. It is critical that this include a strategy to seriously comply with the timeframes outlined in your proposal; in other words, the timeframes must be realistic and something that the consultant is willing to commit to meeting.

## 7. Cost

A detailed budget showing a firm price and costs for each discrete task shown in the Scope of Work shall be provided. 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. It is preferred that there be a flat fee per milestone achieved as outlined in the Draft Scope of Work, but other options will be considered.

## 8. Draft Scope of Work

Consultants should submit a draft Scope of Work that is intended to be incorporated as Attachment II in the resultant contract. The Scope of Work must provide information on all of the work tasks you propose to complete as part of the program and as are identified by this RFP. Also include any optional tasks, which you recommend and the cost associated for the County accepting any or all of those optional tasks. A detailed discussion of the project showing the Consultant’s understanding of the project’s requirements and constraints shall be provided.

## **SELECTION PROCESS**

The criteria for selecting the consultant recommended for selection by the Board of Supervisors is provided below:

- (1) Reputation and Experience. Does the consultant have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the consultant have sufficient experience in the kind of work required?
- (2) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job?
- (3) Understanding of the Problem. Does the firm understand the issues and has it developed a relevant and effective approach?
- (4) Proximity of the Firm. Other factors being equal or relatively insignificant, the County shall strive to retain firms based in the local area, especially Butte County firms.

(5) Financial Stability of the Firm. Does the firm have financial strength and stability?

(6) Cost. Is the cost reasonable for the proposed task, and is the cost within the budget for this project?

Selection will consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified consultants. Level II will be used to select the finalist. This level may include a request for a presentation from the finalists, proposal fact-finding and negotiation of contract terms and conditions.

## **COUNTY NOTICES**

Any questions related to this RFP are to be directed to the county contact person identified above. Do not contact other County personnel or selection committee members regarding this project or the selection procedures.

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. Butte County reserves the right to:
  - 1. Reject any or all submittals;
  - 2. Request clarification of any submitted information;
  - 3. Waive any informalities or irregularities in any qualification statement;
  - 4. Not enter into any contract;
  - 5. Not to select any firm;
  - 6. Cancel this process at any time;
  - 7. Amend this process at any time;
  - 8. Interview firms prior to award;
  - 9. To award more than one contract if it is in the best interest of the County;
  - 10. To issue similar RFPs or RFQs in the future; or
  - 11. To request additional information during the interview.
- C. The selected firm is expected to perform and complete the project in its entirety.
- D. The County may modify the RFP prior to the date fixed for submission of proposals by issuance of an addendum to all parties who have received the RFP. All addenda will be incorporated into the final RFP.
- E. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Butte County.

## **MODEL CONTRACT**

The firm selected shall be expected to execute a contract substantially as the one as Attachment I.

## **TIMING AND SCHEDULE**

***All responses to this RFP must be submitted on or before Friday, July 21, 2006, 4:00 p.m.***

The following schedule for the consultant selection process shall be adhered to the maximum extent possible:

- **May 25, 2006**, RFP Mailed and emailed to all Consultants and posted on the Department of Development Services website
- **June 15, 2006** Consultants Submit Written Questions (last day) – Answers posted on the Department of Development Services website by June 20, 2006
- **July 21, 2006** Proposals Due by 4:00 pm  
(Late proposals will NOT be accepted)
- **August 3, 2006** Finalists (up to 5) Selected for Interview
- **August 15, 2006** Finalists Interviewed By Selection Committee
- **Early September, 2006** Board of Supervisors Considers Top-Ranked Proposal & awards Contract (Estimated Date: September 12, 2006)
- **September 25, 2006** Work Initiated

All communication and inquiries regarding this project shall be directed to Dan Breedon, Principal Planner at (530) 538-7629 or by email at [dbreedon@buttecounty.net](mailto:dbreedon@buttecounty.net) or to Charles Thistlethwaite, Planning Manager at (530) 538-6572 or by email at [cthistlethwaite@buttecounty.net](mailto:cthistlethwaite@buttecounty.net) before the close of business on Thursday, June 15th, 2006. Answers to all emailed and verbal questions received shall be posted on the Development Services Website by June 20th. No further questions will be answered after that time.

--DRAFT--

## Exhibit A MODEL CONTRACT

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 Consultant indicated in the variable information table below, hereinafter referred to as "Consultant."

VARIABLE INFORMATION TABLE					
<b>Term of This Contract</b> (Complete Dates in Just One of the Following Three Rows)					
<input checked="" type="checkbox"/> Below	<b>Term Begins</b>		<b>Term Completion Date</b>		
	On Following Date		On Following Date		
	Upon Date Notice to Proceed Received		Calendar Days Following Receipt of Notice to Proceed		
	Upon Last Date Executed by County		Calendar Days Following Execution of Contract by County		
County Department			FOB Point		
Terms	<b>Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)</b>				
Price	Fixed Price	Annual Price	Monthly Price	Hourly Rate	
Not-to-Exceed Price		<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate			
<b>Consultant Contact Information</b>			<b>County Contact Information</b>		
Consultant			Project Manager		
Address			Address		
City, State & ZIP			City, State & ZIP		
Telephone			Telephone		
Facsimile			Facsimile		

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

**WHEREAS**, Consultant 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 III – Terms and Conditions
- Attachment I – Insurance Requirements for County Contracts
- Attachment II – 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 III – "Terms and Conditions" and/or the Attachment I – "Standard Insurance Requirements."

\_\_\_\_\_  
 Typed or Printed Name  
 Date

\_\_\_\_\_  
 Signature

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

**COUNTY**

**CONSULTANT**

\_\_\_\_\_  
Curt Josiassen, Chair  
Butte County Board of Supervisors

\_\_\_\_\_

REVIEWED FOR FISCAL CONTROL,  
SUBJECT TO BUDGETARY APPROPRIATION  
Butte County Auditor-Controller

REVIEWED AS TO FORM  
BRUCE S. ALPERT  
Butte County Counsel

By \_\_\_\_\_

By \_\_\_\_\_

## ATTACHMENT I

### STANDARD INSURANCE REQUIREMENTS

**Before the commencement of work, Consultant shall submit Certificates of Insurance and Endorsements evidencing that Consultant has obtained the following forms of coverage and minimal amounts specified:**

#### **A. MINIMUM SCOPE OF INSURANCE.**

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).]
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3.) Workers' Compensation Insurance as required by the Labor code and Employers Liability insurance
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required.

#### **B. MINIMUM LIMITS OF INSURANCE.**

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The consultant or consultant's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the consultant to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)** Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

#### **C. DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the

--DRAFT--

Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Page 2

**D. OTHER INSURANCE PROVISIONS.**

**1.) General liability insurance policies shall be endorsed to state:**

- a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Consultant, including products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- b.) Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- c.) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2.) Construction contracts.** Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

**E. ACCEPTABILITY OF INSURANCE CARRIERS.**

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the consultant's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

**F. VERIFICATION OF COVERAGE.**

Consultant shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Consultant agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

**G. SUBCONSULTANTS.**

Consultant shall include all subconsultants as insured under its policies or require all subconsultants to be insured under their own policies. If subconsultants 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.

--DRAFT--

**Attachment II**

Scope of Work

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

--DRAFT--

### Attachment III

#### TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment II – 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 are authorized 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 submittal of an invoice by the Consultant.
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 Consultant.** Consultant is an independent consultant, working under his/her own supervision and direction and is not a representative or employee of County. Consultant agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Consultant, and the Consultant shall not disclose any information, whether developed by the Consultant or given to the Consultant by the County.
6. **Termination.** This Contract may be terminated by either the County or Consultant by a thirty day written notice. Authorized costs incurred by the Consultant 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.
7. **Indemnification.** Consultant 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 Consultant, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Consultant 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 Consultant or its agents under worker's compensation acts, disability benefit

--DRAFT--

acts, or other employee benefits acts. Consultant shall be liable to County for any loss of or damage to County property arising out of or in connection with Consultant's negligence or willful misconduct.

8. **Insurance Requirements.** Consultant 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 Consultant, Consultant's agents, representatives, employees and subconsultants. At the very least, Consultant shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Consultant's Standard of Care.** County has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Contract. Consultant hereby warrants that all of Consultant'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 Consultant's work by County shall not operate as a waiver or release.
11. **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.
12. **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.
13. **Compliance with Laws.** Consultant shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **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 County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any

--DRAFT--

contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.

--DRAFT--