



## **REQUEST FOR PROPOSALS**

**RFP# 18-23**

Vina and Wyandotte Creek Groundwater Sustainability Agencies

Request for Proposals to

Develop and Implement a Funding Mechanism for the Operations of two Groundwater Sustainability Agencies for the Implementation of their Groundwater Sustainability Plans

**RFP Issue Date: September 1, 2022**

**RFP Submission Deadline: October 7, 2022, 4:00 PM**

**Issued by:**

Kamie Loeser, Director

Butte County Water & Resource Conservation Department

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Oroville, California 95965

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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**

On behalf of the Vina Groundwater Sustainability Agency (GSA) and the Wyandotte Creek GSA, the Butte County Department of Water and Resource Conservation (hereafter referred to as BCDWRC or County) is requesting proposals from consultants with experience in data and fee analysis and rate setting for public agencies.

The Vina and Wyandotte Creek GSAs are two separate entities, located in two different subbasins within Butte County, and thus two independent boards of directors. However, given the similarities between the tasks that would be needed to develop and implement a funding mechanism for each GSA, it is thought that there would be economies of scale by combining tasks and work effort, where appropriate. However, while the anticipated preference is to work with one consultant team, the GSAs could choose different consultants.

While the contract(s) will be held and managed through the County, representatives from each GSA will be involved in the proposal review and selection process. The County and GSAs are primarily interested in the consultant's experience in relation to setting fees pursuant to Propositions 26 and 218, specifically as they relate to the Sustainable Groundwater Management Act (SGMA). Services provided may include all tasks necessary to evaluate, develop options, select, and implement a funding mechanism, which may include: 1) review of current fees, assessments, taxes, and associated rates by other California GSAs, 2) evaluation of fee/assessment/tax/rate alternatives, and development of fee/assessment/tax/rate schedules to fund the costs of annual operations of each GSA as well as costs for implementation of the adopted Groundwater Sustainability Plans (GSPs), including projects, and 3) conduct a Proposition 218 process and public hearing support, as applicable. Services may also include preparing outreach materials and presenting at Advisory Committee and Board meetings.

Butte County intends to award a contract(s) 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 Request for Proposals (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 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.

Submittals must be received by **October 7, 2022 at 4:00 PM** to be considered for this opportunity.

### **3) BACKGROUND**

In September 2014, the California legislature enacted the Sustainable Groundwater Management Act (SGMA) to require sustainable groundwater management statewide. SGMA applies to all high and medium priority groundwater basins as determined by the Department of Water Resources (DWR). Implementation of SGMA is achieved through the formation of Groundwater Sustainability Agencies (GSAs) and the preparation and implementation of Groundwater Sustainability Plans (GSPs).

To date, the GSAs have been funded through member agency contributions and administered by in-kind staff services from the member agencies. Facilitation Support Services (FSS) were provided through a DWR program at no cost to the GSAs. A Proposition 1 Sustainable Groundwater Planning Grant funded the development of the Groundwater Sustainability Plans, a portion of the first Annual Report, and grant administration to reimburse a small amount of County staff time.

At the June 28, 2022 Butte County Board of Supervisors meeting, the Board approved one-time funding for the BCDWRC to assist with the administration of the Vina and Wyandotte Creek GSAs in the short term. A portion of this funding is to be used to identify, document, and acquire long-term financing for the GSAs.

#### Vina GSA

The Vina GSA is located in the Vina Subbasin, which is identified by the state DWR as a high priority basin required to be managed under SGMA. There are two GSAs in the Vina Subbasin - the Vina GSA and the Rock Creek Reclamation District GSA (RCRD GSA). Through a Cooperation Agreement, the two GSAs agreed to prepare a joint GSP and cooperate in the work of the GSAs and the management of the Subbasin. The RCRD GSA is pursuing its own long-term financing through a Proposition 218 process.

The Vina GSA was formed through a Joint Powers Agreement (JPA) between three member agencies, the City of Chico, Durham Irrigation District, and Butte County. As stated previously, the Vina GSA has been funded through member agency contributions and administered by in-kind staff services from each of the member agencies to varying degrees. More information about the Vina GSA can be found at <https://www.vinagsa.org>.

#### Wyandotte Creek GSA

The Wyandotte Creek GSA is located in the Wyandotte Creek Subbasin, which is identified by DWR as a medium priority basin. The Wyandotte Creek Subbasin is managed by the one GSA that was formed through a JPA comprised of three member agencies, the City of Oroville, Thermalito Water and Sewer District, and Butte County. As stated previously, the Wyandotte Creek GSA has been funded through member agency contributions and administered by in-kind staff services of the member agencies to varying degrees. More information about the Wyandotte Creek GSA can be found at <https://www.wyandottecreekgsa.com>.

### **4) SCOPE OF SERVICES**

The scope of this RFP is to build on previous efforts and conduct all tasks necessary to evaluate, develop options, select, and implement a new funding mechanism to support the operations of the GSAs and implement the Vina Subbasin GSP and Wyandotte Creek GSP. Respondents are expected to be familiar with laws and regulations pertaining to the Sustainable Groundwater Management Act, Proposition 26, and Proposition 218.

Services provided may include, but are not limited to:

- Review of the each GSP and initial budget and implementation plan
- Review of meeting presentations related to discussions on proposed fee mechanisms

- Evaluation of potential fee alternatives
- Recommendations on selecting an appropriate mechanism and process to implement a fee
- Development of a fee study or Engineers Report as appropriate
- Development of outreach materials
- Presentations to the GSA Boards, advisory committees, and public
- Updating parcel information, as applicable
- Complying with any ballot, hearing, protest, vote, or other requirement
- Preparing necessary files to place the fee on the County's tax roll
- Related tasks

## 5) **FORMAT FOR PROPOSALS**

Responses to the RFP must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these instructions, or inclusions of conditions, limitations, or misrepresentations in a response may be cause for rejection of the submittal. Proposals must be submitted on 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 11 point. Submissions must be received no later than **October 7, 2022, 4:00 PM.**

### **Mandatory Content and Sequence of Submittal:**

Note: There is no total page limitation; however certain sections contain page limit recommendations which are noted for each section.

- a) Cover Letter recommend no more than two (2) pages. Cover Letter and introduction 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/subconsultants, if any. The cover letter shall include a statement that the proposal is valid for 90 days after receipt.
- b) Table of Contents shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number. (No page number max)
- c) Firm Capabilities and Experience Summary shall be *approximately* ten (10) pages in length (including sections c.i-iv, below) and shall describe the respondent's experience in development of fees and a description of the respondent's resources for successfully developing and completing this project.
  - i. Background and Experience, three (3) pages. 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 project manager and key team members. Please provide a narrative history of the firm and its experience in providing support to develop and implement fee structures including for SGMA implementation.

Experience and focus in the public sector are of vital importance. Describe related past projects (approximately 3 projects) completed along with a discussion comparing similarities with this proposed project.

This section shall also contain a list of references for each sample project wherein similar services were performed. The following information must be included for each client reference:

- Client name, address, direct project manager name, telephone number, and email address.

- Detailed description of services provided similar to the services outlined in the Draft Scope of Work.
- ii. Summary of Key Personnel. Provide a brief summary of each key personnel that your firm would use on this project, describing their role, background, and qualifications. For subcontractors, refer to subsection iii. Recommend approximately five (5) pages. Resumes may be included as an Attachment and are not included in the recommended page count.
  - iii. Statement of Qualifications for any subcontractors. If subcontractors are to be used, the prospective contractor must include in the proposal a description of the work to be done by each subcontractor. All subcontracts must be approved by the County and no work shall be subcontracted without prior written approval. It is expected that the discussion of subcontractors will also include key personnel for the project, subcontractor project experience and references to similar types of work. For each subcontractor an additional one to two (1-2) pages will be added to the recommended page maximum.
  - iv. Scheduling/Project Management. Delineate the scheduling and project management process your firm uses. Use some or all of the projects in the Experience Summary section, as well as other projects (if necessary) as examples, which demonstrate your ability to deliver your work on time. Approximately one (1) page.
- d) Draft Scope of Work in which the proposing respondents are requested to describe the work they will perform and their approach to completing this project in the given timeframe. Should there be any tasks that are expected to be performed by the County/GSAs, these tasks should also be clearly described as County/GSA tasks in the Draft Scope of Work.
  - e) Schedule. The proposal shall also include a schedule for all tasks/subtasks with a start date of January 1, 2023. It is anticipated that the funding mechanism for the GSAs may result in an assessment; the deadline for an assessment to be included on the tax roll is August 10, 2023. (No page number max, 11X17 acceptable)
  - f) Conflicts in which the respondent should identify if it anticipates there would be a need to obtain conflict waivers from existing clients and how the respondent anticipates addressing any potential conflicts with respect to any member agencies. (No page number max)
  - g) Cost (INA SEPARATE SEALED ENVELOPE) This section shall detail the cost portion of the proposal. Respondent shall provide pricing based on a firm price that identifies a breakout of the pricing for each Task, Subtask, and Deliverable of the proposed project. 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 unless agreed to otherwise.

An hourly rate should be provided showing the anticipated total number of hours per task/subtask and should be included along with a not-to-exceed price for the project. A fee schedule listing each member, along with their classification and their normal billing rates should be included with hourly rate quotes. The proposed rate for all reimbursable expenses should be noted in the fee schedule. (No page number max, 11x17 acceptable)

Given that these are two separate GSAs and the GSAs' Boards could select two different firms, we request that the respondent provide a cost estimate for the Scope of Work for each GSA separately, the Vina GSA and the Wyandotte Creek GSA. The respondent should also identify the anticipated savings if the contract is awarded to one consultant for both GSAs. The format for demonstrating the

cost savings by awarding the contract to one consultant is up to the respondent, but could easily be indicated by a percent reduction in the overall cost for each GSA.

The Cost will be considered and scored after the proposals are reviewed and ranked per the evaluation criteria 1 through 3 (see Submittal Evaluation below).

## 6) **SUBMITTAL INSTRUCTIONS**

Proposals shall be submitted in the following manner:

- Submission shall contain one (1) signed, unbound original and five (5) hard copies on 8-1/2" X 11" paper (11X17 foldouts are acceptable for charts, schedule, cost estimate, etc.).
- One (1) electronic copy shall be provided on a thumb drive or via email. An electronic copy sent via email to [bcwater@buttecounty.net](mailto:bcwater@buttecounty.net), please put "**RFP/PROPOSAL for GSA Funding Mechanism**" in the subject line. The Department contact will reply stating the electronic copy was received. If the respondent does not receive the reply email, it is the responsibility of the respondent to initiate communication with the Department contact to ensure a complete submittal is received.
- Submittals shall be delivered in a sealed box or envelope clearly marked with the Respondent's name and the description "RFP 18-23, RFP/Proposal for GSA Funding Mechanism"
- Hardcopy submittals shall be delivered to:
  - Butte County Department of Water and Resource Conservation  
ATTN: Kamie Loeser, Director  
308 Nelson Avenue  
Oroville, CA 95965
- **Late or incomplete submittals will not be considered.**

## 7) **SELECTION PROCESS**

A selection committee, including representatives from each GSA, will review the proposals based on the criteria presented below:

### a) Capabilities, Experience, and References

This section considers the Respondent's resources for successfully developing and completing this project. Resumes, and an explanation of any experience or familiarity with the Vina and Wyandotte Creek Subbasins and its stakeholders, projects, and funding mechanisms should be provided by all staff who will be working on the project, and/or reviewing project deliverables. This section also includes evaluation of the respondent's reputation for being reliable in performing tasks to the satisfaction of its clients and delivering on schedule and within budget.

### b) Scope of Services

Description of how the respondent proposes to complete the project including deliverables necessary to develop and implement a funding mechanism for the GSAs. This includes having a complete understanding of laws and regulations pertaining to SGMA, Proposition 26, Proposition 218, and any other relevant requirements.

### c) Schedule

The overall schedule to complete the proposed work by phase/task/subtask.

### d) Cost (in separate sealed envelope)

The overall project cost for each GSA in tabular form by phase/task/subtask.

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.

## 8) SUBMITTAL EVALUATION

Overall criteria used to evaluate responses to include:

<b>Evaluation Criteria</b>	<b>Points</b>
1. Capabilities, Experience, and References	40
2. Work Plan (Scope of Services)	35
3. Schedule	15
4. Cost	10
<b>Total:</b>	<b>100</b>

Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing and ranking the most qualified respondents, including cost. If necessary Level II may include a request for a presentation/interview from the top three ranked respondents to determine a finalist(s). This would be at no cost to the BCDWRC and GSAs.

The County and GSAs may discuss proposals and negotiate modifications to the proposal, draft scope of work, terms and conditions, and pricing with the prospective firm(s) as part of the selection process. The GSAs reserve the right to select separate contractors/consultants.

## 9) RULES OF PROCUREMENT

The following timing and schedule are estimated and subject to change.

<b>Event</b>	<b>Anticipated Date/Time (Subject to Change)</b>
Solicitation Publication	September 1, 2022
Final Date to Submit Questions and Request Clarification	September 16, 2022, 5:00 PM
Questions Answered via Addendum(s)	September 23, 2022
RFP Submittals Due	October 7, 2022, 4:00 PM
Presentation/Demonstration (if desired)	October 24-28, 2022
Evaluation Complete/Recommendations to GSA Boards	November 2022
Award of Contract/Board of Supervisors	December 13, 2022

## **County Contact Information**

Firms interested in participating in this solicitation are encouraged to register at the Public Purchase website: [www.publicpurchase.com](http://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 **September 16, 2022 at 5:00PM PST**. The County will provide answers and clarifications by posting an addendum(s) through the Public Purchase website by **September 23, 2022, by close of business** so all Responders receive consistent information. It is the responsibility of all interested



firms to access the website for this information. **Questions received after September 16, 2022 at 5:00PM PST will not be answered.**

## **10) 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.
- l) 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.
- m) 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 2<sup>nd</sup> 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.

- n) 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 2<sup>nd</sup> Street, Oroville, CA 95965-3413. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must 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.
- o) 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

### **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.

### **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.



**ATTACHMENT I  
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – 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 Contractor.
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. Contractor 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 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. **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.
7. **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.
8. **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 coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of 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.
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 five-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 five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor 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 contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
16. **No Delegation or Assignment:** Contractor 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 Provider. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

**ATTACHMENT II**  
**INSURANCE REQUIREMENTS FOR MOST CONTRACTS**  
*Not for Professional Services or Construction Contracts*

\*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. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 3) **Workers' Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit 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.)*

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 on behalf 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, Contractor's 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 Contractor's 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.

## **ATTACHMENT III 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:

[Note: The following Paragraph Headings are provided as tasks to consider for inclusion in the Scope of Work. If one or more of these Paragraph Headings are not applicable, they should be deleted from the Scope of Work. The text following each heading includes an explanation of material that would be included in that paragraph. All the information should be removed when the Scope of Work is finalized for inclusion in the contract.]

### **CONTRACTOR RESPONSIBILITY**

[This section should include all the work that the Contractor will be required to complete during performance of the contract. When Contractor tasks are specified, they should be worded such that the Contractor "shall" perform. Words such as "must", "should", "will" or "may" are to be avoided as "shall" is the word used in contracts that most compels the contractor to complete tasks in the Scope of Work.]

#### **Contractor Tasks:**

[There should always be contractor task included in the Scope of Work. However, if this is the only applicable Paragraph Heading, then this heading may be eliminated.]

#### **Contractor Milestones:**

[If there are certain milestones that the Contractor is required to complete, (normally by some certain date or a number of days following some other milestone or event), they may be included in this paragraph. If Contractor payments are tied to milestones, then the milestones may be combined with those milestones below in the "Contractor Compensation" paragraph and this paragraph heading would not be needed.]

#### **Meetings:**

[If there are significant meetings (such as public hearings) or periodic meetins (such as periodic progress meetings) they can be specified in this paragraph.]

#### **Contractor Reports :**

[If there are reports such as periodic progress reports, draft studies or final reports, they can be described in this paragraph. Consideration should be given to provide due dates for the various reports.]

#### **Other Contractor Deliverables :**

[Other Contractor deliverable and due dates can be shown in this paragraph.]

#### **Contractor Compensation:**

[If the Contractor is to be paid on a Not-to-Exceed basis, or otherwise based on reimbursable expenses, then the basis for reimbursing the Contractor should be indicated in this paragraph. If the Contractor is to be reimbursed on a Fixed-Price basis, this paragraph is not required. If the Contractor is to be reimbursed on hours of work performed, then separate billing rates should be shown by job title or employee name. Mileage reimbursement may be based on the IRS rate or a specified rate per mile. In some cases, contractors are required to drive a truck that is more expensive to operate than an automobile. In this case, a mileage rate greater than the IRS rate may be appropriate. When rates are based on actual expenditures, department should avoid paying the actual expenditure plus an additional percentage. The reason to avoid payment of a percentage over the actual expenditure is that this reimbursement method motivates the Contractor to spend excessively. It is not possible to entirely eliminate to entirely eliminate the percentage paid in addition to the actual cost, a not-to-exceed cost should be negotiated for these expenditures.]

### **COUNTY RESPONSIBILITY**

[If the County has some specific responsibilities to perform during the term of the contract, they can be provided in this section of the Scope of Work. While it is the County's policy to faithfully perform the work described in this section, it is acceptable to use words such as "must", "should", "will" rather than "shall" to describe the work to be performed by the County.]