

Building and Safety Division
Jim MacDonald, Building Official

Environmental Health Division
William C. Stratton, Director

Planning Division
Kimberly L. Prillhart, Director

Code Compliance Division
Jim Delperdang, Director

Operations Division
Jennifer Padre, Director

October 1, 2015

NOTICE FOR REQUEST FOR PROPOSALS

The County of Ventura Resource Management Agency is seeking proposals from qualified firms to assist in the preparation of a comprehensive update of the Ventura County General Plan. A copy of the formal Request For Proposals is attached for your review and consideration.

Your firm has been identified based on either your area of specialized expertise and/or our preliminary research of your firm's qualifications. Consultant selection will be based on qualifications, understanding of the project and issues, proposed scope, responsiveness, cost, and proof of required insurance. We intend to select one firm and award a contract in December, 2015, and issue a Notice to Proceed in January, 2016.

This Request for Proposals (RFP), and other information related to the General Plan Update and Scope of Work, has been posted on the RMA Website at <http://www.ventura.org/rma/planning/plans/general-plan/gen-plan-update.html>. Addenda and attachments, if issued, will also be posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

We look forward to receiving your proposal by October 30, 2015.

If you have any questions concerning this project, please contact Kim Prillhart, Planning Director, at kim.prillhart@ventura.org or (805) 654-2481.

Sincerely,



Chris Stephens
RMA Director





Ventura County
Resource Management Agency
Operations Division
800 S. Victoria Avenue #1700
Ventura CA 93009-1700

REQUEST FOR PROPOSALS

Regarding

Consultant Services to Assist in the Preparation of a
Comprehensive Update of the Ventura County General Plan

DEADLINE FOR SUBMISSION: October 30, 2015, 4:00 PM

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I. PROJECT DESCRIPTION

BACKGROUND

Ventura County has an adopted General Plan with a horizon year of 2020 which consists of the following:

- *Goals, Policies and Programs* that govern the entire unincorporated area of the county which include related land use and circulation maps;
- Four Technical Appendices (*Resources, Hazards, Land Use, and Public Facilities and Services*) that provide background information in support of the General Plan's goals, policies and programs; and
- Ten Area Plans that govern specific geographic areas of the unincorporated county (*Ahmanson Ranch, Coastal, El Rio/Del Norte, Lake Sherwood/Hidden Valley, North Ventura Avenue, Oak Park, Ojai Valley, Piru, Saticoy, and Thousand Oaks*).

The last comprehensive update to the Ventura County General Plan was approved by the Board of Supervisors in 1988. As part of that action, the Board certified a program-level Environmental Impact Report (EIR), incorporated feasible mitigation measures as policies of the General Plan, and adopted a Statement of Overriding Considerations acknowledging that significant, unmitigated impacts could occur.

Since 1988, the Board of Supervisors has adopted a number of issue-specific amendments to the General Plan, each of which had its own environmental documentation (e.g., exemption from CEQA, EIR addendum, Supplemental EIR) and CEQA findings. Also, in 2005 the Board of Supervisors adopted a focused update to the General Plan. The primary scope of the focused update was to:

- Extend the time horizon of the General Plan from 2010 to 2020;
- Update the population, dwelling unit and employment forecasts;
- Update the Transportation/Circulation chapter based on updated traffic forecasts;
- Update the Noise Chapter based on the updated traffic forecasts; and
- Update selected chapters of the Public Facilities and Services Appendix based on the updated population, dwelling unit and employment forecasts.

The amendments adopted in 2005 included updates to the Goals, Policies and Programs, and updates to three technical appendices (Land Use Appendix, Public Facilities and Services Appendix, Hazards Appendix) and six of the Area Plans (El Rio/Del Norte, Lake Sherwood/Hidden Valley, Oak Park, Ojai Valley, Piru, and Thousand Oaks).

Finally, the County has adopted numerous Housing Element Updates since 1988. Most recently, the Board adopted the 2014-2021 Housing Element which was certified by the State in December of 2013 as being in compliance with State housing law.

KEY ISSUES TO BE ADDRESSED

A variety of issues are worthy of mention as specific topics to be addressed in the General Plan Update, including the following:

Vision and Guiding Principles – The new General Plan will include a Vision and a set of Guiding Principles that will be used in the identification of goals, policies and implementation programs as well as guide the development and evaluation of policy options and focused land use alternatives. The Vision and Guiding Principles will be developed based on existing land use policies and will be validated through a community telephone survey.

New Elements, Chapters and Themes – The new General Plan will include new Elements or Chapters addressing the topics of Agriculture, Water and Economic Development. In addition, the topics of Community Health and Climate Change will be addressed thematically throughout the document. Stakeholders with applicable expertise and experience will be engaged in the process of conducting background analysis as well as developing goals, policies and implementation programs in these areas. The General Plan will serve as the County’s Climate Action Plan.

Area Plans – The existing Area Plans, which are stand-alone documents, will be updated and integrated into the new General Plan.

Wildlife Corridor Connectivity – The new General Plan will be reviewed and as needed include new policies and/or implementation programs related to protections for previously-mapped wildlife corridors. The work effort and budget for this task should be shown as a distinct project element.

Web-Based Document – The new General Plan will be a user-friendly, web-based, contemporary document that will be easily understood by County staff and residents.

Concurrent Zoning Ordinance Update – Concurrent with the preparation of the new General Plan, County staff will lead the preparation of a comprehensive Zoning Ordinance Update. The Program EIR should be prepared in a manner to support this effort.

Housing Element Update – The General Plan Update will overlap with the preparation of the County’s Housing Element. It is the desire of the County that the two efforts be coordinated to the greatest extent possible and that the Program EIR consider housing needs assessment figures in its analysis.

PROPOSAL PROJECT

The County is requesting proposals for consultant services to assist in the preparation of a comprehensive update of the Ventura County General Plan. Since its last comprehensive update in 1988, there have been substantial changes in not only the legal requirements but contemporary planning trends as well. The County is seeking a

Consultant/Consulting Team with substantial experience preparing General Plans, especially at the County level, to partner with County staff to prepare a General Plan Update and companion Program Environmental Impact Report which reflects the desires and needs of the community and meets state legal requirements. The General Plan must also be completed in a web-based, state-of-the-art format, making it an easily accessible and usable document for the decision makers, staff and residents of Ventura County.

In preparation for this project, the County has worked during much of 2015 to develop a scope of work for the Update. The purpose of the Scope of Work development effort was to gain a clear understanding of the work effort itself as well as the anticipated costs and schedule for completing the project. The development of the Scope of Work involved not only meetings with the Board of Supervisors and Planning Commission but also meetings with key County staff and outreach to various stakeholder groups through interviews and community workshops.

A critical aspect of this project will be the ultimate division of duties between the Consultant and County staff, keeping in mind two critical themes: 1) the ability to achieve the March 2020 completion timeline: and 2) the ability for the Consultant to work well with County staff and assist in as many aspects of the update process as possible, with the goal being the development of a strong knowledge base for County staff. This will be especially important during the implementation stage of the General Plan. Where staff will require the most assistance with the preparation of the Background Report and the Program EIR/CEQA process, as well as the web-based General Plan documents, outreach efforts and community survey. It is expected that work would be done almost entirely by the Consultant, with reviews at the appropriate stages by County staff.

The core County General Plan Update Team will consist of three full-time County staff: a General Plan Update Manager, a Senior Planner and a Technician. Given the discussion outlined above and the deliverable date of March 2020, the proposal should take into account an appropriate division of duties on the following tasks and clearly outline how the SOW will be achieved by those divisions.

Scope of Work

The following Scope of Work has been developed by the County to guide the preparation of the General Plan Update project. While it is not required that proposals mirror this Scope of Work, they should substantively address the tasks and components within the scope to assist the County in its review and assessment of the proposals.

Phase 1: Project Initiation

During this phase the County and Consultant will establish project management and communication protocols, organize the public engagement program, form the County

staff technical advisory committee and take other actions needed to establish the administrative and organizational foundation for the General Plan Update. Anticipated tasks include: 1) project Kick-Off meeting; 2) Consultant tour of county; 3) Technical Advisory Committee formation & orientation meeting; 4) Review and assembly of available land use data and other relevant information; and 5) Organization of the Public Engagement Program & Project Website.

Phase 2: Background Research

During this phase the Consultant, with limited assistance from County staff, will gather and analyze existing conditions data and prepare a Background Report to create a foundation for assets, issues, and opportunities identification, policy development, and environmental review. The Background Report will address areas relevant to the county, such as demographics, land use, transportation, environmental, and safety issues.

The Background Report should identify any specific tasks/work needed to ensure the General Plan Update meets all State-level General Plan law requirements; provide information and initial findings about key assets, issues, and opportunities; and serve as the environmental setting portion of the program environmental impact report.

The Background Report should cover, at a minimum, the following topics:

- Demographics and Employment
- Agriculture
- Community Health and Quality of Life
- Land Use and Community Character
- Housing (*see existing Housing Element*)
- Transportation and Mobility
- Public Facilities, Services, and Infrastructure
- Water
- Natural Resources/Wildlife Corridors
- Economic Development
- Hazards and Safety
- Climate Change
- Noise

Phase 3: Confirming Assets, Issues, Opportunities and a Vision for the County

During this phase the County and Consultant will work with the community, Planning Commission, and Board of Supervisors to confirm the county's assets, issues, and opportunities as well as Vision and Guiding Principles for the County. These will be used to guide the development and evaluation of land use and policy options and will assist with refining the goals, policies, and implementation programs of the updated General Plan. Anticipated tasks include: 1) Preparation of an Assets, Issues, and

Opportunities Summary Report; 2) Drafting of a Vision Statement and Guiding Principles; 3) Community Workshops and Planning Commission/Board of Supervisors Study Sessions; 4) Preparation of newsletter and other outreach materials; and 5) Conduct of a community telephone survey.

Phase 4: Evaluating Policy Options and Focus Area Land Use Alternatives

During this phase, the County and Consultant will develop and explore different options for how the County could address future growth within the unincorporated area. Options would look at a limited number of land use alternatives focused on the amount or types of development that occur within existing communities and adjacent areas, as well as policy options with the potential to foster the realization of the Vision established in Phase 3. Anticipated tasks include: 1) Development of policy options and limited focus area alternatives; 2) Evaluation of options and alternatives; 3) Community Workshops and Planning Commission/Board of Supervisor Study Sessions; 4) Identification of preferred alternatives and policy direction; and 5) Preparation of newsletter and other outreach materials.

Phase 5: Preparing the Policy Document

During this phase the County and Consultant will prepare the General Plan policy document. This includes reviewing and refining existing and preparing new General Plan goals, policies, and implementation programs based on the Background Report and consistent with the Vision. The policy document will memorialize all the decisions and directions made to this point in the Update process and serve as the Draft General Plan upon which the Program Environmental Impact Report will be based. The policy document must be organized and formatted as an effective tool for staff implementation and be user-friendly and accessible to the public and decision-makers. Anticipated tasks include: 1) Prepare the Preliminary Draft General Plan; 2) Planning Commission/Board Study Sessions; 3) Preparation of Draft General Plan; 4) Community Workshops/Review; 5) Planning Commission/Board Study Sessions; 6) Preparation of Final Draft General Plan; 7) Mandated General Plan Consultation and Referrals; and 8) Preparation of newsletter and other outreach materials.

Phase 6: Environmental Review

During this phase the Consultant, with oversight and review from County staff, will prepare a Program Environmental Impact Report (PEIR) to analyze the potential impacts of the Draft General Plan. The PEIR will provide a clear, concise overview of the programmatic nature of impacts associated with implementation of the General Plan. The document will inform decision-makers and the community regarding future decisions about the policies and implementation programs. The PEIR must be structured to meet the requirements of the California Environmental Quality Act (CEQA) and to streamline future County consideration of development and public works projects consistent with the General Plan, when possible. Anticipated tasks include: 1) Notice of Preparation; 2) Public Scoping Meeting; 3) Preparation of Administrative Draft PEIR; 4) Preparation of Draft PEIR; 5) Preparation of Responses to Comments; 6)

Preparation of Mitigation Monitoring and Reporting Program; 7) Preparation of Final PEIR; and 8) Preparation of newsletter and other outreach materials.

Phase 7: Public Review, Preparation of Final Documents and Adoption

As part of the final phase of the Update process the County will conduct public hearings and complete the Plan approval process. The Consultants will be expected to fully participate in the hearings. Included in this phase is the Consultant's preparation of the Final Approved General Plan in a web-based format for ease of use and accessibility by County staff, decision-makers and the public. Critical in this task is creating a web-based implementation plan that can be easily updated and relied upon for the state-mandated annual report to the Board of Supervisors. In addition, this effort will include developing an up-to-date webpage for staff and the public. Anticipated tasks include: 1) Planning Commission Hearings; 2) Board of Supervisors Hearings; 3) Preparation of Final General Plan Documents; 4) Preparation of web-based General Plan that includes an implementation plan; and 5) Preparation of newsletter and other outreach materials.

II. PROPOSAL CONTENT

Responding consultants must prepare and submit by October 30, 2015 a technical qualifications proposal and a cost proposal for the work specified in the Consultant Performance Criteria (below). In addition to a cover letter signed by an individual authorized to negotiate on behalf of the firm, proposals are to include the following:

- A. Technical Qualifications Proposal: The technical qualifications proposal must include the following:
1. An introduction conveying a clear and concise understanding of project issues and objectives.
 2. A detailed discussion of the proposed methodological approach to preparing the Comprehensive Ventura County General Plan Update. The discussion shall specifically indicate what procedures and methodologies the consultant intends to utilize in each phase, and shall be in sufficient detail to permit evaluation of the relative merits of the analysis and procedures;
 3. A description of the consultant team, including a description of the degrees, certifications, qualifications, and experience of all individuals—including those of any sub consultants—who will be performing the work and activities that are required to complete the project. The description shall include an organizational chart of key team members and the identification of a single project manager who will be involved from start to finish and be accountable for quality control and deadlines;
 4. A detailed description of the consultant's related work experience, familiarity with the proposed project, and experience with similar projects;
 5. A list of references;
 6. A detailed description of the scope of work outlining sequential specific tasks required to complete the project, describing how each task is to be accomplished, and the team members responsible for completing the task and producing the work products; and,
 7. A project timeline for completing the entire project as well as each of the tasks identified in the Scope of Work. The schedule should specify all meetings with staff and indicate all milestones and the critical path for the project. Barring unanticipated delays, the County expects to select a consultant and issue a *Notice to Proceed* no later than January 15, 2016, and expects to complete the project by March 31, 2020.
- B. Cost Proposal: Materials, travel costs, and any/all other costs and associated fees must be detailed in the cost proposal including required insurances. The cost proposal must also include a breakdown of the tasks and projected hours by staffing levels, and the hourly billing rate(s) for the various staff persons, including sub-consultants, to be assigned to

the project. A preliminary cost estimate of \$1,750,000 has been identified for the project. The Cost Proposal must be submitted in a separate envelope from the Technical Qualifications Proposal so that the two may be evaluated separately.

- C. Insurances: The County of Ventura requires that contract service providers be able to verify that they maintain the appropriate insurances. For professional contracting services, vendors must maintain General Liability, Automobile, and Worker's Compensation coverage as indicated in Part 9 of the Standard County Contract. Professional Liability coverage is also required per the amounts listed. If your company's insurance coverage does not meet these requirements, please provide proof of your company's actual insurance coverage in order for County staff to consider a request for reducing insurance requirements. This may or may not be granted.
- D. Acknowledgement Form: A fully executed Acknowledgement Form, (as provided in Section III of this RFP) must accompany the proposal.

IV. SUBMITTAL PROCEDURES

The Technical Qualifications Proposal and Cost Proposal must be accompanied by a signed and completed "County of Ventura Resource Management Agency, Consultant Services Acknowledgement Form". **These documents must be submitted no later than 4:00 p.m. on October 30, 2015, to Ventura County Resource Management Agency - Operations Division, Hall of Administration, Attn: RFP for General Plan Update, 800 South Victoria Avenue, L#1700, Ventura, CA 93009-1700.**

Responses may NOT be submitted by facsimile or electronic mail. Proposals received after this date and time will not be considered. Postmarks are not accepted.

Submit 1 original (in electronic form) and 4 printed copies of the Technical Proposal in a sealed envelope marked RFP for General Plan Update. Submit 1 original printed copy of the Cost Proposal in a sealed envelope marked "RFP for General Plan Update". Proposals must be valid for a minimum of 90 days.

A non-mandatory pre-submittal conference will be held at 10:00 a.m. on Tuesday, October 13, 2015. The conference will be held at 800 South Victoria Avenue, Board of Supervisors Hearing Room, Hall of Administration, Ventura, California. The purpose of the pre-submittal conference is to answer any questions regarding information contained in the RFP. Consultant attendance is not required, but is strongly encouraged, as additional information may be provided.

V. SCHEDULE

Consultant selection will proceed according to the following schedule:

October 1, 2015	RFP Released
October 13, 2015	Pre-Submittal Conference
October 30, 2015	RFP Submittal Deadline
Week of November 16, 2015*	Selection Interviews
December 1, 2015	Notification of Selection
December 15, 2015	Contract Award

*May be adjusted depending on need and scheduling

VI. PROPOSAL EVALUATION AND SELECTION PROCEDURES

The Technical Qualification Proposals will be evaluated by a panel on the basis of the following criteria:

- A. The proposed scope of work, including the consultant(s) demonstrated understanding of the issues and the County's overall objectives in the General Plan Update;
- B. The consultant(s) demonstrated experience, professional skills and the credentials (e.g., degrees and certifications) of all staff that will be responsible for preparing the General Plan Update Scope of Work;
- C. The consultant(s) experience and references related to preparing a General Plan Update similar to the County project described in the Scope of Work; including the web-based final document;
- D. The clarity and completeness of the proposed schedule, and the consultant's ability to complete the project within that schedule; and
- E. The general quality of the proposal (e.g., content, organization, use of charts and graphs; clarity, legibility).

The consultants will be ranked according to the RMA's evaluation criteria provided above. The cost proposals will not be opened by the RMA until the technical qualifications have been ranked. The selection of a candidate firm will be based on a combination of the evaluation criteria, references, and reasonableness of costs. The selected candidate firm will be invited to negotiate a Services Agreement. If an agreement is not reached, negotiations with the candidate may be terminated, and the RMA will commence negotiations with the next most qualified consultant.

The RMA reserves the right to reject any and/or all proposals. The RMA also reserves the right to invite any of the candidates to attend an oral interview, and/or request additional clarifying information from any of the candidates if necessary.

VII. STANDARD COUNTY CONTRACT

CONTRACT

This contract entered into this [REDACTED] day of [REDACTED], 201[REDACTED], by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and, [REDACTED], hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance Code 4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing services relating to the preparation of the Recommended Scope of Work for the Ventura County General Plan Update, as stated in the "[REDACTED]", ("the Proposal" which is included as part of Attachment 1 to this contract, and incorporated herein by this reference);

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and the Proposal.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Attachment 1, County will make payment to Contractor in the manner specified in Attachment 1. Payments under this Contract shall not exceed a total of [REDACTED], except as provided in Item No. 14 of this Contract, below.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of

law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

Time is of the essence in the performance of this contract. The Contractor shall complete all obligations, services, terms, conditions, and specifications set forth in this contract and the Proposal (including, but not limited to, the proposed project schedule provided in the proposal) by no later than March 31, 2020 [REDACTED], unless unforeseen circumstances dictate that additional time is required in order to complete the services to be performed.

Any extension of the effective period of this contract must be mutually agreed upon by and between the County and the Contractor, and shall be effective only when incorporated in written amendments to this contract.

6. **TERMINATION**

The County may terminate this contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

9. INSURANCE PROVISIONS

A) The Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (hereinafter "CSL") bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles. Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of the Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

B) All insurance required will be primary coverage in respect to the County and any insurance or self-insurance maintained by County will be in excess of the Contractor's insurance coverage and will not contribute to it.

C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

E) The County and any applicable Special Districts are to be named as "Additional Insured" in respect to work done by Contractor under the terms of this contract for General Liability Insurance. The Contractor agrees to waive all rights of subrogation against the County, its Boards, Agencies, Departments, Officers, Employees,

Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.

- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County Risk Management Division.
- G) The Contractor agrees to provide the County with the following insurance documents on or before the effective date of this contract:
 - 1) Certificates of Insurance for all required coverage.
 - 2) Additional Insured endorsements for General Liability Insurance.
 - 3) A Waiver of Subrogation endorsements (i.e., a Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this contract.

B) Employment

The Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Attachment 1 as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Resource Management Agency, Planning Director. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review,

checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by [REDACTED] or his/her authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY:

Billing Manager:
County of Ventura
Resource Management Agency
Operations Division
Attn: Juana Alvarez
800 S. Victoria Avenue, L-1700
Ventura, California 93009-1700
Phone: (805) 654-2487

Project Manager:
County of Ventura
Resource Management Agency
Planning Division
Attn: [REDACTED]
800 S. Victoria Avenue, L-1740
Ventura, California 93009-1740
Phone: (805) [REDACTED]

TO CONTRACTOR:

Payables and Programs:
COMPANY NAME [REDACTED]
ATTN: CONTACT NAME [REDACTED]
ADDRESS LINE 1 [REDACTED]
ADDRESS LINE 2 [REDACTED]
PHONE [REDACTED]

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United

States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. The Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

19. **ORDER OF PRECEDENCE**

This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

1. This Agreement;
2. County of Ventura RFP #
3. Contractor's proposal dated _____

20. **GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

23. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed name

Printed name

Title

Title

Date

Date

Tax Identification #

CONTRACTOR*

Authorized Signature

Printed name

Title

Date

*If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Office, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.