



COUNTY OF LAKE

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

Courthouse - 255 N. Forbes Street

Lakeport, California 95453

Telephone 707/263-2221 FAX 707/263-2225

**REQUEST FOR PROPOSALS
TO PROVIDE
CONSULTANT SERVICES FOR PREPARATION OF
A PROGRAM ENVIRONMENTAL IMPACT REPORT
FOR THE GUENOC VALLEY PROJECT
(Rezone, Master Development Plan, and Major Use Permit)
REFERENCE NUMBER: CDD-RFP-17-01**

BACKGROUND

The Lake County Community Development Department is expecting to receive various development applications for the Guenoc Valley project. This project is an approximately 14,000 acre mixed use development located in southern Lake County, CA. The County is requesting the services of a qualified consultant responsible for the completion of a program environmental impact report and related documents. Construction on this project is expected to start in 2019.

Consultants are expected to provide a detailed scope of work that covers the items outlined below, along with any additional items that the Consultant deems necessary to provide full service to the County in delivering the satisfactory Environmental Clearance for the described project. Lake County as the CEQA lead agency will be responsible for CEQA clearance.

SCOPE OF SERVICES

The Lake County Community Development Department is seeking the services of a qualified consultant to complete Program Environmental Impact Report for the Guenoc Valley Project. The proposed scope of service is contained in Exhibit B.

PROPOSAL CONTENTS

Proposals shall be limited to ____ pages not including resumes and shall adhere to the Submittal Requirements contained in Exhibit C. The requested information regarding the organization of the team is provided in Exhibit D and the requested information for resumes is provided in Exhibit E. Resume information shall not exceed 2 pages per resume.

INDEMNIFICATION – HOLD HARMLESS

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party. CONSULTANT'S liability hereunder shall be limited by the County to the amount of the available coverage under CONSULTANT'S insurance coverage as described in Exhibit "F". CONSULTANT's obligations under this Section shall survive the termination of the Agreement.

CONSULTANT AGREEMENT

The County has a standard consultant agreement with certain conditions required of prospective consultants. A copy of the agreement is included in Exhibit G.

ADMINISTRATIVE INFORMATION

1. All expenses for preparing and submitting qualifications to the City are to be borne by the Consultant.
2. Any proposal to this RFP may be withdrawn up until the date and time set below that the proposals are due to ten Community Development Department.
3. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is executed by the Board of Supervisors, whichever occurs first. Board of Supervisors action on proposals normally will be taken within 90 days of opening; however, no guarantee or representation is made herein as to the time between the proposal opening and subsequent Board action.
4. The County reserves the right to accept or reject any or all proposals, with or without cause, or accept the proposal of the firm deemed, in its sole judgment, as the most qualified. The County reserves the right to award the contract to a responsible Consultant submitting a responsive proposal with a resulting negotiated agreement, which is most advantageous, and in the best interests of the County. The Board of Supervisors shall be the sole judge of all the decisions related and the resulting negotiated agreement that is in its best interest, and its decision shall be final.
5. By responding to this solicitation, the team attests that no Board of Supervisor member or County employee or any such person's spouse, child parent, brother, sister, dependent or person assuming a relationship being the substantially equivalent of the above, has an existing or pending, direct or indirect, financial interest in the respondent's team.
6. All proposals and accompanying materials shall become the property of the County upon submittal.

RFP SCHEDULE

Deadline for Written Questions:	Monday, May 8, 2017 at 5:00 pm
Response to Questions Posted:	Friday, May 12, 2017
Proposals due:	Friday, May 26, 2017 at 3:30 pm
Interviews:	Thursday, June 15, 2017 (tentative)
Notice of Recommendation:	Friday, June 16, 2017 (tentative)
End of Appeal Period:	Tuesday, June 20, 2017 (tentative)
Contract Approved:	Thursday, June 6, 2017 (tentative)

INFORMATION OR CLARIFICATION

In order to be given consideration, all requests must be received in writing no later than five (5) calendar days prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written addenda to the proposal. Only the interpretation or correction so given by the Community Development Department representative in writing shall be binding.

Written questions will be accepted through Monday, May 8, 2017 until 5:00 pm and should be directed to:

Byron Turner, Principal Planner
Lake County Community Development Department
255 North Forbes Street
Lakeport, CA 95453

Email: Byron.Turner@lakecountyca.gov

Please reference CDD-RFP-17-01 in subject line

All written questions will be answered and posted on the Lake County Community Development Department website (_____) on an ongoing basis, with all final questions to be posted on Friday, May 12, 2017.

Please check the following link to review other addenda to the RFP: _____

Oral questions will not be taken or answered.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be received by the County **no later than 3:30 p.m. on Friday, May 26, 2017.** Five copies of the proposal shall be submitted to:

Byron Turner, Principal Planner
Lake County Community Development Department
255 North Forbes Street
Lakeport, CA 95453

A cost proposal for the consultant's services shall be provided in a separate sealed envelope with the consultant's name on the outside; only one copy is required. The cost proposal will use the same format as the consultant proposes to use for billing invoices.

EVALUATION OF PROPOSALS

The Lake County Community Development Department complies with the County's requirements concerning consultant selection as outlined in the County's Consultant Selection Board Policy. Department staff will follow this set procedure in determining the best qualified consultant to perform the work solicited.

The items listed below are assigned relative weights which will be used to evaluate the written proposals and to arrive at a selection. At the option of the County, interviews may be used as a part of the selection process. The preliminary selection will be made by a Consultant Selection Board.

The County will enter into negotiations with the firm receiving the highest rating following the selection. If such negotiations are not successful, negotiations will then be entered into with the firm receiving the next highest rating.

CRITERIA FOR THE EVALUATION OF WRITTEN PROPOSALS

The following evaluation criteria and weight of importance will be used in evaluating and selecting a consultant:

Evaluation Criteria	Maximum points
Qualifications and experience of key individuals, including the Project Manager and key analysts	30
Project understating and detailed scope of work	25
Cost and schedule for completion of work	20
Work sample and demonstrated ability to produce an effective quality document that has an excellent summary, a minimum of authors and styles, effective, cogent and well distilled data analysis, focus on relevant issues, excellent graphics, well explained and articulated decisions, and quality control	10
Experience of project team working together on previous projects	10
Preference for consultant teams that include a local (Lake County) business as a subcontractor or prime contractor on the project team	5
Total:	100

Interview

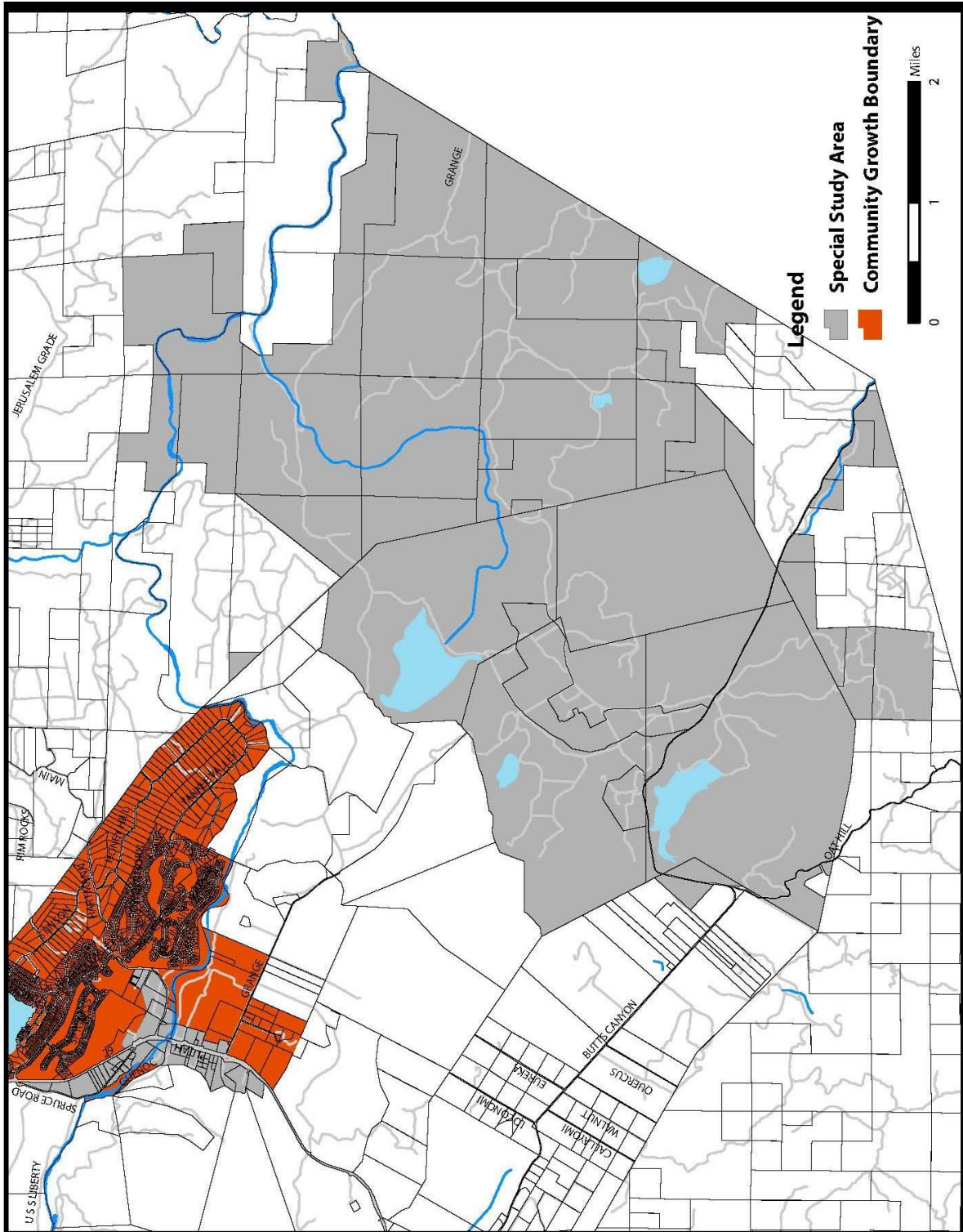
If necessary the Department will hold interviews with the three firms receiving the three highest ratings. The interviews will be conducted with the Consultant Selection Board (CSB). The format of the interview will be a ten minute period for the firm to present their objectives for the project and to introduce their staff. The opening presentation is expected to be informal and attended by those staff members that will be directly involved in the project. The interview process is to allow a two way communication for the firm's approach to the project and any clarifications required by the CSB.

EXHIBITS:

- A. PROJECT MAP
- B. SCOPE OF WORK
- C. INSURANCE REQUIREMENT
- C. DISCLOSURE OF LOBBYING ACTIVITIES
- D. NOTICE TO PROPOSER DBE INFORMATION
- E. LOCAL AGENCY PROPOSER UDBE COMMITMENT
- F. MIDDLETOWN AREA PLAN on CD
- G. SAMPLE CONSULTANT AGREEMENT on CD
- H. PREVIOUS STUDIES & ENVIRONMENTAL DOCUMENTS COMPLETED TO DATE on CD

EXHIBIT A

PROJECT MAP



The Guenoc Valley Project is the special study area.

EXHIBIT B

SCOPE OF WORK

Guenoc Valley Program EIR Scope of Work

This contract will include the following major tasks, some of which are detailed in the following sections:

- Task 1. Project Kick off Meeting
- Task 2. Evaluation of Existing Technical Information
- Task 3. Evaluation of environmental issues and identification of additional required technical information
- Task 4. Incorporation of technical information into the required environmental documentation
- Task 5. Prepare and Distribute Notice of Preparation (NOP)
- Task 6. Consultation with State agencies in cooperation with County
- Task 7. Scoping sessions with the public
- Task 8. Prepare Administrative Draft Environmental Impact Report pursuant to the California Environmental Quality Act
- Task 9. Respond to internal review of Administrative Draft Environmental Impact Report
- Task 10. Prepare and circulate Draft Environmental Impact Report
- Task 11. Notice and Public Hearing on Draft Environmental Impact Report
- Task 12. Prepare Final Environmental Impact Report and Response to Comments
- Task 13. Prepare CEQA resolution and required findings
- Task 14. Prepare Statement of Overriding Considerations
- Task 15. Participation and presentation of findings.
- Task 16. Notice of Determination
- Task 17. Public Involvement
- Task 18. Appeals (Optional)

Task 1. Project Management & Kickoff

A. Project Chartering.

- The consultant will meet with County staff to review the scope of work and timeline, and tour the site.
- At the project chartering meeting, the Consultant will be provided with a complete set of all technical information.

B. Coordination.

Consult, communicate, and meet with the staff as often as necessary to verify, refine, and complete the project requirements and review the progress of the project. Initiate consultation with responsible agencies and other involved local, state, federal agencies. The consultant shall develop and maintain a project schedule and provide verbal status reports via conference calls on a monthly basis.

Task 2. Evaluate Existing Technical Studies

The consultant will review all pertinent documents and existing studies in order to analyze potential project impacts.

Based on an evaluation of the existing technical documents and complete project description and the consultant team's recommendations, the consultant will contract with appropriate experts to complete additional technical studies. At this time, the County recognizes that the following additional technical studies may be required:

1. A Geotechnical Report which evaluates current conditions at the site, and addresses potential impacts associated with proposed grading and site development.
2. A Cultural Resources Evaluation Report to ensure compliance with current standards.

3. A Groundwater Recharge and Water Balance Evaluation Study to correspond to the proposed project specific development and current standards.
4. A drainage study that evaluates the potential impacts of the proposed project on storm water run-off.
5. A water supply study to ensure that the County has adequate water resources to serve the proposed development in a severe drought.

Task 3. Technical Evaluation of Issues Identified & Identification of Additional Technical Information.

The consultant shall evaluate all factual information necessary to complete the analyses of issues of concern. The process may include fieldwork, interviews and meetings, map and exhibit preparation. The consultant shall identify additional technical information, if needed, to prepare environmental document, including additional botanical, avian, and marine mammal surveys, as well as cultural and archaeological surveys.

Task 4. Incorporation of Technical Information into Environmental Review

The consultant team will incorporate the technical information into the environmental review. This incorporation will make every effort to analyze the relevance of the data in the main body of the document and incorporate actual data itself by reference or in an appendix.

Task 5. Prepare and Distribute the Notice of Preparation (NOP)

The selected consultant will be asked to review the project description, identify any additional needs, and prepare the draft NOP, including an environmental scoping study that describes the topics to be analyzed in the Environmental Impact Report (EIR). Lake County will be responsible for distribution of the Notice of Preparation to the appropriate local, State, and Federal agencies.

Task 6. Consultation with State Agencies in Cooperation with County

During the NOP period, the consultant team will likely need to undertake initial consultations with the following agencies in order to obtain early input and address initial agency concerns:

- i. State Water Resources Control Board
- ii. Central Valley Regional Water Quality Control Board
- iii. State Historic Preservation Office
- iv. Caltrans

Task 7. Public Scoping Session

Participate in a public scoping meeting during the NOP period. Because of the extensive public interest in the project, the County will hold at least one public meeting to receive comments from the public on the proposed scope of the EIR. The consultant will be responsible for developing and presenting materials and information. The consultant will prepare a written summary of environmental issues raised at the scoping meetings. Additional scoping meetings with staff, public agencies, and the project proponents may be conducted at the discretion of the consultant.

Task 8. Prepare Administrative Program Draft EIR

Prepare and submit an electronic version that can be easily circulated and edited, and three hard copies of an Administrative Program Draft EIR (APDEIR) to Lake County for review. The APDEIR will include an executive summary and a summary table of impacts and mitigation measures to facilitate comparison of impacts among the alternatives.

Contents of the APDEIR shall be prepared pursuant to the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Sections 21000 *et sequitur*, and CEQA Guidelines, Title 14, California Code of Regulations 15000 *et seq.* The document shall include all of the required elements of an EIR. The following is a suggested organization of the APDEIR:

1. Cover Sheet
2. Title Sheet

3. Purpose, scope and contents of the EIR
4. Compliance with CEQA requirements for distribution, notification, and public comment
5. Summary of proposed actions and consequences
 - Significant effects
 - Areas of controversy
 - Resolution of issues through alternatives and mitigation
6. Table of Contents
7. Summary
8. Chapter 1 – Proposed Project/Program Description
 - Introduction
 - Project Objectives
 - Project Description
 - Intended uses of EIR
 - Agencies to review EIR
 - Conformance with plans and policies
 - Permits and approvals needed
 - Other environmental review and consultation required
 - List of all project decisions subject to CEQA
9. Chapter 2 – Environmental Setting
10. Chapter 3 - Environmental Impact Analysis, which may include any of the following:
 - Geology, Soils, Seismic, Topography
 - Hydrology
 - Groundwater Basins
 - Groundwater Model
 - Floodplain/Floodways
 - Climate change/Greenhouse Gas
 - Natural Communities
 - Wetlands and Other Waters, Aquatic Species
 - Terrestrial, and Avian
 - Threaten and Endangered Species
 - Cultural Resources
 - Land Use, Consistency with State, Regional, and Local Plans and Programs
 - Parks and Recreational Facilities
 - Economic and Social Effects
 - Community Character and Cohesion

- Impact of the Project on the Middletown and Coyote Valley Communities as defined by the Community Growth Boundary
 - Wastewater collection, treatment and disposal
 - Water rights, storage, treatment and distribution
 - Water Quality and Stormwater Runoff/Management
 - Fire protection and emergency response
 - Traffic and Transportation/Pedestrian and Bicycle Facilities
 - Visual/Aesthetics
 - Hazardous Waste/Materials
 - Air Quality
 - Noise (and vibration, if applicable)
 - Energy
 - Climate Change
 - Sustainability
 - Dark Sky
11. Chapter 4 - Significant Environmental Impacts
 12. Chapter 5- Mitigation Measures Proposed to Minimize Significant Effects
 13. Chapter 6 – Alternatives to the Proposed Project
 14. Chapter 7 – Cumulative Impacts
 15. Appendices
 - CEQA Checklist and NOP
 - Glossary of Technical Terms
 - Technical Studies
 - Bibliography
 - Effects Found not to be Significant
 - Persons Contacts
 - Report Preparers

Task 9. Respond to Internal Review of APDEIR

An electronic copy (in Microsoft Word) plus a printed version of the screen-check APDEIR sections shall be submitted to Lake County for review. The first required screen-check section will consist of the draft Table of Contents, Project Description, and Environmental Setting. The precise time schedule for screen-checks shall be determined after the project schedule is finalized. The consultant shall inform the County of any circumstances arising that may delay or change the contracted work program. The County Staff will consolidate comments and prepare one set of County Staff comments for incorporation into the APDEIR. The consultant will meet with County staff to discuss each section as necessary. County staff modifications must be incorporated into the APDEIR.

APDEIR - An electronic copy (in Microsoft Word) plus a printed version of the APDEIR shall be submitted to the County. A post-APDEIR submission meeting/conference call may be held to discuss the draft and any required modifications. The County Staff will consolidate comments and prepare one set of County Staff comments for incorporation into the APDEIR. The consultant will meet with County staff to discuss each section as necessary. County staff modifications must be incorporated into the APDEIR.

Task 10. Prepare and Circulate Program Draft EIR

Following County review, the consultant will prepare the Program Draft Environmental Report (PDEIR) based upon County direction. The consultant will be responsible for production of one compact disc with all text and graphic files of the PDEIR, including all technical appendices in PDF format. A Microsoft Word version of the text shall be provided. The PDEIR will be distributed by the County. The consultant shall prepare the notice of completion and supporting documents. Public noticing and hearing responsibilities will be undertaken by County staff.

Task 11. Notice and Public Hearing(s) on PDEIR

The consultant shall attend up to two (2) Lake County Planning Commission public hearings on the PDEIR. Lake County will be responsible for preparing and posting the notice of the public hearing(s), digitally recording the public hearing(s) and preparing minutes. A digital copy of the public hearing(s) and a PDF copy of the minutes will be provided to the consultant.

Task 12. Provide an Administrative Draft of Final EIR for County Review.

Following the close of the DEIR comment period, the consultant will prepare an Administrative Program Draft Final Environmental Impact Report (APDFIR) in the form of response to comments/errata document. This document will be provided to the county in electronic format (PDF) to the County for internal review. The County Staff will consolidate comments and prepare one set of County Staff comments for incorporation into the Final Program Environmental Impact Report (FPEIR). The consultant will meet with County staff to discuss each section as necessary. County staff modifications must be incorporated into the FPEIR.

Task 13. Prepare Final Program EIR

The Final Program EIR (FPEIR) will be prepared including responding to County comments. The Final EIR will include as a minimum, the following:

1. A list of all persons, organizations, and public agencies commenting;
2. The Draft EIR;
3. Copies of all written comments received on the Draft EIR;
4. Responses to all environmental issues raised in the review process; and
5. Revisions to the Draft EIR based on the responses.

The consultant will be responsible for production of one compact disc with all text and graphic files of the FPEIR, including all technical appendices in PDF format. A Microsoft Word version of the text shall be provided. The FPEIR will be distributed by the County. Public Noticing and hearing responsibilities will be undertaken by County staff.

A Microsoft Word version of the text shall be provided for the Final EIR. A photo-ready copy of final document, including all technical appendices, shall also be provided. The Final EIR will be distributed by the County. Public noticing and hearing responsibilities will be undertaken by County staff.

Task 14. Prepare required findings

The consultant will prepare the findings required by CEQA for certification of the FPEIR.

Task 15. Notice and Public Hearing(s) on FPEIR

The consultant shall attend up to two Lake County Planning Commission public hearings on the FPEIR. Lake County will be responsible for preparing and posting the notice of the public hearing(s), digitally recording the public hearing(s) and preparing minutes.

Task 16. Notice of Determination

The consultant will be responsible for preparation of the Notice of Determination and supporting documents. Sufficient number of copies for each responsible agency and two for the County.

Task 17. Public Involvement

The consultant shall attend regular monthly public meeting to provide a summary briefing of the work during the past month. It is anticipated that information may be provided in a PowerPoint format with no handouts.

Task 18. Appeals (Optional)

The consultant shall attend up to two (2) Lake County Board of Supervisors public hearing on the FPEIR.

Project Deliverables:

1. Facilitate project discussion at scoping meeting
2. Potential Reports and Studies:
3. New/revised Geotechnical Report
4. New Cultural Resources Evaluation Report
5. New/Update of the Groundwater Recharge and Water Balance Evaluation Study
6. Drainage study
7. New/Revised water supply study
8. Screen-check Draft Environmental Impact Report
9. Administrative DEIR
10. Draft EIR
11. Draft Response to Comments and Statement of Overriding Considerations
12. Final EIR
13. Findings
14. Ongoing progress meetings

Electronic copies of all deliverables are required on CD:

1. All technical reports conducted by the consultant (all created maps should also be delivered in AutoCAD format)
2. One (1) original of the screen-check Draft EIR
3. Two (2) original of the Administrative Draft EIR, including all technical appendices
4. Two (2) original of the Draft EIR, including all technical appendices
5. One (1) original of the Final EIR, including all technical appendices

EXHIBIT C

PROPOSAL SUBMITTAL REQUIREMENTS

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send 4 copies of the completed proposals and cost bid so that they are received by the County no later than 3:30 p.m. on Friday, May 26, 2017:

Lake County Community Development Department
Attention: Byron Turner, Principal Planner
255 North Forbes Street
Lakeport, CA 95453

2. Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper and recycled covers with removable bindings, bound in a single document and organized in sections following the order specified under contents.

3. Contents: Proposal shall contain the following information, in the following order

A. Firm Description

Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence. The consultant team organization shall be described including identification of key personnel and past experience of the team working together.

B. Relevant Experience

The consultant team should have experience in environmental consulting, CEQA and completing EIRs. Experience in Lake County, CA and northern California is desirable. The detail of relevant project experience should highlight projects on which the proposed team members have worked. Please only list projects that were completed by the proposed team members in your proposal, and include a list of the team members that worked on the project, and their role in the project.

C. Key Personnel Qualifications

Identify key personnel who would work on the project, their respective roles, and a synopsis of relevant experience. The project manager should have proven experience in preparing EIRs.

D. References

List of at least three public agencies or clients for whom similar work has been performed by project team members, with the name, title and phone number of a contact person. References must be for projects worked on by team members on the proposed team.

E. Project Understanding, Approach, and Scope of Work

Please provide an overview of your project understanding and approach. Include a detailed scope of work including all tasks associated with the project, including how you propose to complete each task. Please use the information provided in the RFP and the proposed scope of work identified by the County herein. Feel free to elaborate and provide additional tasks you think might be necessary, however list them as optional tasks and include them in the overall budget as separate line items. Please list all additional studies as separate cost items.

F. Budget and Schedule of Charges

Provide a "Not to Exceed" project budget that details hours and personnel by task. Include also all travel reimbursement and other costs by task. For components for which it is difficult to define the scope of work (such as consultation with resource agencies and response to comments), please provide an hourly rate only. Please provide a separate budget for optional tasks.

G. Work Schedule

Provide time schedule for completion of work.

H. Sample Work Product

Please provide one digital copy of an EIR and associated technical documents prepared by the proposed project manager and key staff and preferably prepared for a public agency for a similar type of project. The sample work product should be provided electronically on a disk (CD) or a thumb drive.

I. Insurance

The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in exhibit F which is attached hereto and incorporated by reference herein. The cost of such insurance shall be included in the consultant's proposal.

J. Consultant Agreement

The County's consultant services agreement is attached as Exhibit. Please identify if your firm would have any issues with the provisions of the County's standard consulting services agreement.

EXHIBIT D

ORGANIZATION CHART

ORGANIZATION CHART

Team

Lead Consultant
Office Location
Roles
Sub-consultants
Office location
Roles

Staff

Project Manager (Key)
Quality Control (Key)
Leads (Key)
Support Staff

Experience Working Together

Project
Location
Dates
Key Staff Involved
Kay Staff Member Roles in Project

EXHIBIT E

RESUME FORMAT

Resume of Key Personnel

Name:

Title:

Company:

Time with Company:

Education:

Professional Experience:

Related Project Experience (3)

Project:

Location:

Role:

Dates:

Summary of Results:

Availability:

EXHIBIT F

INSURANCE COVERAGE

INSURANCE REQUIREMENTS

Consultant shall not commence work under this agreement until he has obtained all the insurance required herein, Certificates of Insurance have been submitted to County and said insurance has been approved by County. The Certificates of Insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to County.

Consultant shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained. Any failure of Consultant to maintain the insurance required by this paragraph, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of the agreement by Consultant:

(A) Compensation Insurance. Consultant shall procure and maintain, at Consultant's own expense during the term hereof, Worker's Compensation Insurance for all of his employees engaged in work. In case of any such work sublet, Contractor shall require subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Consultant's Workers Compensation Insurance.

(B) Public Liability and Property Damage Insurance. Consultant shall procure and maintain, at Consultant's own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one-million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage's: Personal Injury; Premises-Operations; Products and Completed Operations; Explosion Hazard; Blanket Contractual; and Independent Contractor's Liability.

Consultant shall not commence work under this agreement until he has had delivered to County an "Additional Insured Endorsement" naming County, its officers, employees and agents as additional insured under each of the aforesaid policies in this sub-paragraph.

(C) Automobile Liability Insurance. Consultant shall procure and maintain, at Consultant's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one-million dollars (\$1,000,000.) combined single limit coverage per occurrence.

(D) Consultant shall require each subcontractor to procure and maintain, during the life of his contract, similar Public Liability Insurance as specified in subparagraph (B) and Automobile Liability Insurance as specified in Subparagraph (C) hereinabove, with minimum limits equal to one-half the amounts required by Consultant. Said Public Liability Insurance shall contain the "Additional Insured Endorsement" as required by Contractor in subparagraph (B) hereinabove.

(E) Professional Liability Insurance. Consultant shall procure and maintain, at Consultant's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this agreement caused by negligent acts of errors or omissions for which Contractor is liable. Said insurance shall be written with limits of not less than one-million dollars (\$1,000,000.) per claim and in the aggregate.

Such insurance shall be issued by a company or companies authorized to transact business in the State of California.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Consultant for liability in excess of such coverage, nor shall it preclude the County from taking such other actions as are available to it under any other provision of this contract (except retainage of money due the Consultant) or otherwise in law.

EXHIBIT G

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2015 by and between Lake County, 255 North Forbes Street, Lakeport, CA 95453 ("County"), and _____ name/address _____, a _____, ("Consultant").

RECITALS

WHEREAS, County has determined that it requires the following professional services from a consultant: to _____; and

WHEREAS, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, County and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement ("Services") are as follows:

_____.
The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit A.

2. TERM

The Agreement term will commence on _____ and expire on _____ unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

County agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the County and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the County's obligation to pay the Consultant under this Agreement exceed \$_____ (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to the County during normal business hours upon reasonable notice. In accordance with California Government Code § 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of County or as part of

any audit of the County, for a period of three (3) years after final payment under the Agreement.

4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from County. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by _____ (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

5. INDEPENDENT CONTRACTOR

Consultant and County agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the County. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the County. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

6. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the County. Consultant will be solely responsible for payment of such subcontract Services. No contractual relationship will exist between any such subcontractors of the Consultant and the County.

Subcontractor agrees to be bound to Consultant and County in the same manner and to the same extent as Consultant is bound to County under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the County indemnity and insurance provisions will be furnished to the subcontractor upon request.

7. STANDARD OF PERFORMANCE

a. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with such standards. Consultant will comply with federal, state and local laws and regulations applicable to performance of the Services, including but not limited to, the California Building Standards Code as in effect in the County, the Americans with Disabilities Act, any air pollution control laws and regulations applicable to Consultant, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

b. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the

term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from County of such desire of County, reassign such person or persons.

8. OTHER GOVERNMENTAL REGULATIONS

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which County is bound by the terms of such fiscal assistance program.

9. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the County, (which acceptance will not be unreasonably withheld), and hold harmless County and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the County, unless the time for responding is extended by an authorized representative of the County in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the County, may be retained by the County until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement .

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of County, Consultant shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the County certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal.

Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subcontractor's work. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and Consultant will provide proof of compliance to the County.

Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to County.

b. Workers Compensation Insurance. Consultant must, at its sole cost and expense, maintain Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. Workers' Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer's Liability Insurance with limits of not less than ONE MILLION

DOLLARS (\$1,000,000.00) per occurrence must be provided. The insurance must be endorsed to waive all rights of subrogation against County and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

c. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

d. Except for Workers' Compensation insurance and Professional Liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

(1) County and its officials, officers, employees, agents, and volunteers ("Additional Insured") shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant. The coverage may contain no special limitations on the scope of protection afforded to County or its officials, officers, employees, agents, or volunteers.

(2) The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and Consultant's coverage will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

e. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

f. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County (if agreed to in a written contract or agreement) before the County's own insurance or self-insurance shall be called upon to protect it as a named insured.

g. Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

(1) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to County and its officers, employees, agents, and volunteers.

(2) Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County.

h. Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering errors and omissions. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.

i. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VII unless otherwise approved by the County.

j. The County may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the County's interests are otherwise fully protected.

k. All self-insured retentions (SIR) must be disclosed to County for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the County. County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

l. To the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following completion of the Services. In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

12. NON DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, sex, or age. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

13 LICENSES & PERMITS

Consultant represents and warrants to County that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

14. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the County. Any modification or reuse of such documents by the County without Consultant's prior written consent will be at the County's sole risk. Except as may be otherwise required

by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of County.

15. TERMINATION AND REMEDIES

a. County may terminate this Agreement for convenience by giving at least 10 days written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. County shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

b. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the County may have at law or equity, the County may:

(1) Terminate the Agreement by notice to the Consultant specifying the termination effective date;

(2) Retain, and/or recover from the Consultant at no additional cost to the County, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

(3) Complete the unfinished Services itself or have the unfinished Services completed, and/or;

(4) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

16. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon County, Consultant, and their successors. Except as otherwise provided herein, neither County nor Consultant may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

17. REPRESENTATIVES

a. County representative for purposes of this Agreement will be _____.
Consultant representative for purposes of this Agreement will be _____.
The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

b. Notices:

Any written notice to Consultant shall be sent to:

[CONSULTANT'S NAME,
ADDRESS]

Any written notice to County shall be sent to:

Anita Grant, County Counsel
County of Lake
255 North Forbes Street,
Lakeport, CA 95453

18. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the County.

19. CONFLICT OF INTEREST PROHIBITION

County and Consultant will comply with the requirements of the County's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the County Clerk a completed Form 700 before commencing performance of the Services unless the County Clerk determines that completion of a Form 700 is not required, pursuant to County's Conflict of Interest Code. Form 700 forms are available from the County Clerk.

Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with County and to provide any necessary and appropriate information requested by County or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

Consultant may not employ any County official, officer or employee in the performance of the Services, nor may any official, officer or employee of County have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of County. If Consultant was an employee, agent, appointee, or official of County in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse County for any sums paid to Consultant under this Agreement. Consultant understands that, in

addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the County reserves all its rights and remedies at law and equity concerning any such violations.

20. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Mendocino County.

21. RECOVERY OF ATTORNEYS' FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

22. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

