AGENDA SUMMARY
PUBLIC WORKS/SUPPORT SERVICES COMMITTEE

The agenda and staff reports are posted on the Sutter County Website at: http://suttercountyca.igm2.com/Citizens/Default.aspx
Agenda items are available for review at the Department of Development Services located at 1130 Civic Center Blvd., Yuba City, during normal business hours.

SEPTEMBER 27, 2018
8:30 A.M.
1160 CIVIC CENTER BLVD.
YUBA CITY, CA

I. DEVELOPMENT SERVICES

1) Adopt a Resolution authorizing the filing of the Williamson Act Subvention Survey and designate the Director of Development Services as an Authorized Representative

2) Approval of a Budget Amendment in the amount of $30,000 to provide for the first amendment to the contract with Crawford and Associates, Inc. for mining consultant services (4/5 vote required)

3) Authorize the advertisement of two Requests for Proposal for financial planning and land-use planning/environmental review services associated with the Sutter Pointe Specific Plan

4) Award a Professional Services Agreement to Omni-Means, A GHD Company, in the amount of $383,355.00 for consultant services; authorize the Director of Development Services to execute all contract documents; and approve a budget amendment in the amount of $423,355.00 to the FY 2018-19 Adopted Budget (4/5 vote required)

5) Authorize the Chairman to sign Grant Deeds to the County establishing a library parcel and a multi-family parcel and adopt a resolution authorizing the Director of Development Services to accept and record said deeds with the County Recorder

6) Authorize the Board Chair to sign a Quitclaim Deed to City of Yuba City for a portion of Forbes Avenue adjacent to the County Library

7) Award an Independent Contractor Agreement to Innovative Hydrology in the amount of $64,337.88 for the modernization of the Sutter County river gauge flood monitoring network, authorize the Director of Development Services to execute all contract documents, and authorize a Budget Amendment in the amount of $75,000 to the FY 2018-19 Adopted Budget (4/5 vote required)

8) Authorize an Encroachment Permit fee waiver in the amount of $400 for the Department of Water Resources Culvert Pipe Replacement Project

9) Authorize Construction Change Orders 3 and 4 with AFM Environmental, Inc., in the amount of $16,025 for the 850 Gray Avenue Hazardous Material Abatement Project

Requests for assistive listening devices or other accommodations, such as interpretive services, should be made through the Department of Development Services at (530) 822-7400. Requests should be made at least 72 hours prior to the meeting. Later requests will be accommodated to the extent feasible.
PUBLIC WORKS/SUPPORT SERVICES COMMITTEE
Standing Committee Staff Report

To: Public Works/Support Services Committee
From: Neal Hay, Director of Development Services
Department: Development Services
Subject: Adopt a Resolution authorizing the filing of the Williamson Act Subvention Survey and designate the Director of Development Services as an Authorized Representative

Recommendation

That the Public Works/Support Services Committee recommends the Board of Supervisors adopts the attached resolution authorizing the filing of the California Open Space Subvention Act Program Survey Report Submittal Declaration and designating the Director of Development Services as the County’s representative.

Background

On September 26, 2000, the Board of Supervisors adopted a Land Conservation Open Space Program (Williamson Act) for the County. This program allows the County to enter into Land Conservation Contracts with landowners within an Agricultural Preserve established by the Board. These contracts restrict the land use to agricultural or agriculturally compatible uses.

The Board of Supervisors has, to date, approved one hundred forty-five (145) contracts covering approximately 50,408 acres of prime agricultural land and 13,164 acres of non-prime agricultural land. There are no changes to be reported in the amount of acreage under contract over the past year.

Discussion

Under the program, a county is able to request a subvention annually for the acreage under contract. The total amount of reimbursement to the County under this application is estimated to be $265,785.16. The subvention survey is to be submitted to the State by October 31, 2018. Since Fiscal Year (FY) 2010-11, no subvention payments have been appropriated by the State. Staff anticipates the State will not provide funding for this year’s subvention payments.

The attached resolution authorizes the filing of the California Open Space Subvention Act Survey and designates the Director of Development Services as the authorized representative for this submittal. The complete application is included with the resolution, for your information.

Prior Board Action

Annually the County submits a Williamson Act Subvention request.
Board Alternatives

No viable alternative recommendations are available. To receive a subvention payment for Fiscal Year 2018-19, which is not anticipated, the County must submit a subvention survey by October 31, 2018.

Other Department and/or Agency Involvement

The Assessor’s Office, which implements the Revenue and Taxation Code regarding Williamson Act, will complete the property tax calculation.

Action Following Approval

The Department will submit the subvention survey to the State prior to October 31, 2018.

Fiscal Impact

At this time, the State budget does not contain funding for Williamson Act subventions, therefore, it is unlikely any subvention funds will be received.

Countywide Goals & Top Priorities Compliance

This item is consistent with the following countywide goals:

- Goal A: Provide local government leadership which is open, responsive, ethical, inclusive, and transparent, while recognizing and respecting legitimate differences of opinion.
- Goal B: Operate County government in a fiscally and managerially responsible manner to ensure Sutter County remains a viable and sustainable community to live, work, recreate, and raise a family.

Respectfully Submitted,

S/ Neal Hay
Director of Development Services

Attachments:
1. Resolution
2. Williamson Act Parcels Map
3. Subvention Act Survey
RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA

WHEREAS; Sutter County adopted a resolution establishing an Agricultural Preserve, Land Conservation (Williamson) Act Rules and Regulations, and a standard form Land Conservation Contract on September 26, 2000; and

WHEREAS; as of December 31, 2017, the Board of Supervisors had approved and authorized the signing of one hundred forty-five Williamson Act contracts. One hundred forty-four Williamson Act contracts have been recorded; and

WHEREAS; local governments that submit complete and accurate applications are eligible to receive payments under the Open Space Subvention Act;

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors authorizes the filing of the California Open Space Subvention Act Program Survey Report Submittal Declaration and designates Neal Hay, Director of Development Services, as the authorized representative to submit the application.

PASSED AND ADOPTED the _____ day of ____________, 2018 by the following vote of the Board of Supervisors:

AYES:

NOES:

ABSENT:

____________________________________
Dan Flores, CHAIRMAN

ATTEST:
DONNA M. JOHNSTON
CLERK OF THE BOARD

By_______________________
Deputy
## 2018 Open Space Subvention Act Survey

### Main Page

#### Step 1: Customizing The Application

<table>
<thead>
<tr>
<th>Item</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outlier County</td>
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#### Step 2: Reporting Enrollment Changes

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<td>Nonseasonal Expansions</td>
<td>No</td>
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<td>Nonseasonal Withdrawals</td>
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</table>

<table>
<thead>
<tr>
<th>Item</th>
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<tbody>
<tr>
<td>Cancellation</td>
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<tr>
<td>Public Acquisitions</td>
<td>No</td>
</tr>
<tr>
<td>City Acquisitions</td>
<td>No</td>
</tr>
<tr>
<td>Easement Exchange</td>
<td>No</td>
</tr>
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</table>

### Step 3: Verifying Ending Totals, Eligibility and Calculated Subvention Entitlement

<table>
<thead>
<tr>
<th>Item</th>
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<tbody>
<tr>
<td>Williamson Act Form 102</td>
<td></td>
</tr>
<tr>
<td>Williamson Security Zone</td>
<td></td>
</tr>
<tr>
<td>Subvention Entitlement Form 181</td>
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### Step 4: Cancellation Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Status</th>
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<td>Cancellation Fees Form 114</td>
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### Step 5: Submittal Declaration and Signature

<table>
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<th>Status</th>
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<td>Submittal Declaration Form 103</td>
<td></td>
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### Step 6: Supporting Documentation

<table>
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<tr>
<th>Item</th>
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<tr>
<td>[Attached documents]</td>
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### Step 7: Printing and Mailing

<table>
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<tr>
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<td></td>
</tr>
</tbody>
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---

**Finished**
2018 Open Space Subvention Act Survey
Application Report Submittal Declaration

Primary Reporting Agency
Sutter County
1130 Civic Center Blvd., Suite A, Yuba City, CA 95993
(530) 822-7400
(530) 822-7109
http://www.co.sutter.ca.us/

Primary Supporting Agency
Sutter County Development Services Department
1130 Civic Center Blvd., Suite A, Yuba City, CA 95993
(530) 822-7400
(530) 822-7109
http://www.co.sutter.ca.us/

Authorized Representative
Neal Hay
Director of Development Services
Sutter County Development Services Department
(530) 822-7400
(530) 822-7109
nhay@co.sutter.ca.us

Primary Report Technician
Steve Geiger
Senior Planner
Sutter County Development Services Department
(530) 822-7400
(530) 822-7109
sgeiger@co.sutter.ca.us

Authorization:

I, ____________________________, authorize submittal of this report and request payment from the State of California under the Open Space Subvention Act in the amount of $___________. I certify that: (1) all information presented in this application and accompanying material is true and correct to the best of my knowledge; (2) lands qualifying for Open Space Subvention Payment meet the criteria of Section 14112 of the California Code of Regulations in that (a) their use is enforceably restricted according to all applicable statutes, and (b) Open Space Lands of Statewide Significance are designated as open space in the local general plan; and (3) that fees in the amount of $__________, collected for the cancellation of enforceable open space restrictions, as reported in this application, have been or will be properly transmitted to the State Controller in accordance with Sections 51283 and 51061 of the California Government Code.

Signed: ___________________________ Date: ___________________________

(Revised April, 2001)
### Calculation of Payment Entitlement Amounts

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Acres</th>
<th>Land Conservation Act Contract</th>
<th>Farmland Security Zone Contract</th>
<th>Agricultural Conservation Easement</th>
<th>Other Eligible Open Space Restriction Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Prime</td>
<td>Nonprime</td>
<td>Prime</td>
<td>Nonprime</td>
</tr>
<tr>
<td>A. Acres assessed lower under Revenue and Taxation Code Section 110.1 than under restricted value.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Acres assessed under contract nonrenewal (Revenue and Taxation Code Section 426), or acreage that has been assessed for more than 10 years under Revenue and Taxation Code Section 426, if previously assessed under Section 423.4 of that Code.</td>
<td>768.48</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>C. Acres simultaneously restricted by another enforceable restriction and already reported as eligible for Open Space Subvention payment under that enforceable restriction.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Totals not eligible for Open Space Subvention payment (Sum of line A and B and C)</td>
<td>768.48</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>E. Acres assessed lower under Revenue and Taxation Code Sections 423, 423.3, 423.4, 423.5, or acreage that has been assessed for less than 11 years under Revenue and Taxation Code Section 426, if previously assessed Section 423.4 of that Code.</td>
<td>50,524.13</td>
<td>13,164.51</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>F. Per acre payment rates</td>
<td>$5.00</td>
<td>$1.00</td>
<td>$8.00</td>
<td>$8.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>G. Calculated payment amounts</td>
<td>$252,620.65</td>
<td>$13,164.51</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

Total Dollar Amount Calculated Above as Eligible for Open Space Subvention Payment: $265,785.16

(Revised June, 2002)
## Calculation of Current Enrollment - Land Conservation Act Contracts

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Acres</th>
<th>Land Conservation Act Contract</th>
<th>Agricultural Conservation Easement</th>
<th>Other Eligible Open Space Restriction Enrollment</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Continuing</td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prime</td>
<td>Nonprime</td>
<td>Prime</td>
</tr>
<tr>
<td><strong>Beginning Total</strong></td>
<td>50,524.13</td>
<td>13,164.51</td>
<td>768.48</td>
<td>0.00</td>
</tr>
<tr>
<td>+ New Enrollments</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Subtotals</strong></td>
<td>50,524.13</td>
<td>13,164.51</td>
<td>768.48</td>
<td>0.00</td>
</tr>
<tr>
<td>+ Nonrenewals Initiated</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>-</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>- Nonrenewals Expired</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>+ Nonrenewals Withdrawn</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>-</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Subtotals</strong></td>
<td>50,524.13</td>
<td>13,164.51</td>
<td>768.48</td>
<td>0.00</td>
</tr>
<tr>
<td>- Cancellations/Abandonments</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>- Public Acquisitions</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>- City Annexations</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>- FSZ Transfers</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>- Easement Exchange</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Subtotals</strong></td>
<td>50,524.13</td>
<td>13,164.51</td>
<td>768.48</td>
<td>0.00</td>
</tr>
<tr>
<td>+/- Adjustments</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Ending Totals</strong></td>
<td>50,524.13</td>
<td>13,164.51</td>
<td>768.48</td>
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(Revised June, 2002)
## Calculation of Current Enrollment - Farmland Security Zone Contracts

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Acres</th>
<th>Farmland Security Zone Contracts</th>
<th>Continuing</th>
<th>Nonrenewal</th>
<th>Last 9-years</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Prime</td>
<td>Nonprime</td>
<td>Prime</td>
</tr>
<tr>
<td>Beginning Totals</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>+ New Enrollments</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>+ FSZ Transfers</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Subtotals</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>+ Nonrenewals Initiated</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>- Nonrenewals Expired</td>
<td>0.00</td>
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<td>0.00</td>
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<td>0.00</td>
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<tr>
<td>+ Nonrenewals Withdrawn</td>
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<td>0.00</td>
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<td>0.00</td>
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<td>0.00</td>
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<tr>
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<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
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(Revised April, 2001)
## 2018 Open Space Subvention Act Survey

### Form 114

#### 2018

## Cancellation Fees Collected

<table>
<thead>
<tr>
<th>Parcel Identification</th>
<th>Number of Acres</th>
<th>Amount of Fee</th>
<th>Important Dates</th>
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<tbody>
<tr>
<td>Owner</td>
<td>Contract</td>
<td>Parcel</td>
<td>Indicate City/County of Cancellation</td>
</tr>
</tbody>
</table>

(Redvised April, 2001)
2018 Open Space Subvention Act Survey
Local Government Survey

Thank you for taking the time to complete this survey. Your responses will be used to inform decision makers about the value that the Williamson Act and the Open Space Subvention Act play in your community and assist us in improving our processes and service to you. The submittal date listed in statute (SC § 16144) is October 31st. If you have questions please contact Farl Grundy at (916) 324-7347 or via email at farl.grundy@conservation.ca.gov.

Questions

1. Has the county adopted provisions pursuant to Government Code § 51244 for reduced term contracts?
   Yes. Sutter County participates in the contract term reduction as specified in Government Code Section 51244.

2. Does the county plan to participate in the SB 818 Solar Use Easement option?
   No, there has not been any interest expressed by constituents or other constituencies.

3. Although the Open Space Subvention Funds have been eliminated from the FY 2018 budget, the Division of Land Resource Protection still strives to assist participating jurisdictions in implementing the Williamson Act Program. What can we do to better assist you?
   Continue to provide Williamson Act.

4. Have there been any particularly large acquisitions of Williamson Act enrolled properties by public agencies during the past year? If so, please describe difficulties your jurisdiction encountered relating to these acquisitions.
   No.

5. Is your jurisdiction restricting new enrollments in the Williamson Act program? If so, please describe the nature of the restrictions and when they were enacted.
   Yes. No new enrollments accepted. This restriction was enacted in 2009.

Finished - Thank You
PUBLIC WORKS/SUPPORT SERVICES COMMITTEE
Standing Committee Staff Report

To: Public Works/Support Services Committee
From: Neal Hay, Director of Development Services
Department: Development Services
Subject: Approval of a Budget Amendment in the amount of $30,000 to provide for the first amendment to the contract with Crawford and Associates, Inc. for mining consultant services (4/5 vote required)

Recommended Action

The Public Works/Support Services Committee recommends that the Board of Supervisors approves a budget amendment of $30,000 to provide for the first amendment to the contract with Crawford and Associates Inc. for mining consultant services to fulfill the County’s responsibilities under the State Surface Mining and Reclamation Act. (4/5 vote required)

Background

In 2017, the County began contracting with Crawford and Associates Inc. for mine consultant services to assist with the regulatory oversight of four surface mines that operate in Sutter County. Services include reviewing annual financial assurance cost estimates for reclamation of each mine site, review of annual mine reports submitted by mine operators to the State and performing annual mine inspections. The cost for these services is paid by the mine operators pursuant to Section 290-080 of the County’s Surface Mining Ordinance.

Monies for this work are budgeted in the Planning and Building Division’s Professional Services Budget (Account 2724-24-52180) with offsetting revenues (Account 2724-24-46313) for this work being provided by mine operators.

Discussion

The existing contract with Crawford and Associates Inc. is for $20,000. As part of the 2018-19 budget, staff did not budget sufficient monies to provide for a contract amendment to extend work into the current fiscal year. Approval of this budget amendment will allow contract services not to exceed $50,000 on an as-needed basis and the County can continue to fulfill its obligations under the Surface Mining and Reclamation Act at no cost to the General Fund because mine operators pay the cost of these services.

Countywide Goals & Top Priorities Compliance

This proposal is consistent with the following Countywide Goals and Priorities:
- Goal A: Provide local government leadership which is open, responsive, ethical, inclusive, and transparent, while recognizing and respecting legitimate differences of opinion.
- Goal B. Operate County government in a fiscally and managerially responsible manner to ensure Sutter County remains a viable and sustainable community to live, work, recreate, and raise a family.

Prior Board Action

No known past Board actions exist.

Board Alternatives

No viable alternative recommendations are available. Staff does not currently have the expertise to fulfill these requirements so outside contract services are necessary.

Other Department and/or Agency Involvement

No other departments are affected or involved.

Action Following Approval

A contract amendment will be signed providing for these services to continue.

Fiscal Impact

There is no General Fund impact as a result of this budget amendment. Mine operators submit total estimated fee revenue for the fiscal year work into their respective trust account; then as work is performed for their mine that money is transferred into account 2724-24-46313 to pay for the cost of this contract and costs incurred in account 2724-24-52180.

Respectfully Submitted,

s/ Neal Hay
Director of Development Services

Attachments:
1. Budget Amendment
<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Account Name</th>
<th>Number</th>
<th>Appropriation Increase/ Decrease</th>
<th>Revenue Increase/ Decrease</th>
<th>Unreimbursed Cost Change</th>
<th>General Fund</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Planning</td>
<td>Professional/Special services</td>
<td>2724-24-52180</td>
<td>$30,000</td>
<td></td>
<td></td>
<td></td>
<td>To increase Professional Services appropriation for mining consultant contract and increase offsetting revenue from the mine owners.</td>
</tr>
<tr>
<td>0001</td>
<td>Planning</td>
<td>Other Services</td>
<td>2724-24-46313</td>
<td>$30,000</td>
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$30,000 $30,000
PUBLIC WORKS/SUPPORT SERVICES COMMITTEE
Standing Committee Staff Report

To: Public Works/Support Services Committee
From: Neal Hay, Director of Development Services
Department: Development Services
Subject: Authorize the advertisement of two Requests for Proposal for financial planning and land-use planning/environmental review services associated with the Sutter Pointe Specific Plan

Recommendation

The Public Works/Support Services Committee recommends the Board of Supervisors authorizes the advertisement of Requests for Proposals (RFPs) for a financial planning firm and land-use planning and environmental review firm for work associated with the Sutter Pointe Specific Plan.

Background

The Board of Supervisors approved the Sutter Pointe Specific Plan on June 30, 2009. On October 28, 2014, the Board of Supervisors approved a Specific Plan amendment affecting the eastern plan area.

Since plan approval, the full build-out interchange to serve the project has been constructed at Riego Road and State Highway 99.

On March 14, 2017, the Board of Supervisors approved the Sutter Pointe Regional Wastewater Conveyance Project to extend wastewater service from the Sacramento Regional County Sanitation District’s (Regional San) system in Rio Linda in Sacramento County to Sutter Pointe with system operation and maintenance services being provided by the Sacramento Area Sewer District (Sasd) through a contract agreement between Sutter County, Regional San and Sasd. This action included certification of a Final Focused Tiered Environmental Impact Report for construction and operation of the system.

On June 12, 2018, the Board of Supervisors approved a new Funding Agreement between the County and Sutter Pointe developers and approved a consultant agreement with Shearly Consulting for work related to the implementation of the plan.

Discussion

At the time the Board of Supervisors approved a consultant agreement with Shearly Consulting this last June, a scope of work for Tier 2 entitlement processing was included and indicated that additional consultants to assist with implementing Sutter Pointe would be needed and paid for by the Sutter Pointe developers; Lennar Homes (South Sutter, LLC and Riego 1700, LLC) and Winn Communities (TDW, LP).
Staff proposes two Requests for Proposal (RFP) to advance the project (Attachments 1 and 2). The first RFP will establish a financial planning consultant firm/team to update documents associated with the project and provide County support to establish Sutter Pointe fee programs and funding mechanisms.

The second RFP will establish a Planning/Environmental firm/team to provide project-level environmental review and other environmental documentation, as needed, for Tier 2 entitlements. Additionally, the firm/team may be requested to prepare related planning documents such as specific plan amendments or other related documentation as needed.

Prior Board Action

The Board of Supervisors has taken multiple actions related to Sutter Pointe since the Measure M advisory ballot measure was approved by voters in November 2004. Previous work completed by the County and/or its consultants have been paid for by developers.

Board Alternatives

No viable recommendations are available. Going forward, implementing the Specific Plan requires consultant services. The Funding Agreement, approved by the Board of Supervisors on June 12, 2018, ensures County costs will be compensated and needed consultant services will be paid for by project developers.

Other Department and/or Agency Involvement

The County Administrator’s Office, Development Services Department and the County’s consultant (Shearly Consulting) have worked to bring this matter forward for the Board’s consideration.

Action Following Approval

Staff will advertise the RFPs, evaluate and interview potential firms and bring forward proposed consultant agreements at a later date for Board consideration.

Fiscal Impact

There is not a General Fund impact as a result of this action. The Sutter Pointe Tier 2 Entitlement Staff Funding Agreement, approved by the Board of Supervisors on June 12, 2018, provides for developers to pay staff and consultant costs associated with this effort.

Countywide Goals & Top Priorities Compliance

This item is consistent with the following Countywide Goals and Top Ten Priorities:

· Goal A. Provide local government leadership which is open, responsive, ethical, inclusive, and transparent, while recognizing and respecting legitimate differences of opinion.
· Goal B. Operate County government in a fiscally and managerially responsible manner to ensure Sutter County remains a viable and sustainable community to live, work, recreate, and raise a family.
· Goal I. Work in partnership with applicable property owners, developers, and service providers to ensure timely implementation of Sutter Pointe Specific Plan.
· Priority No. 4. Ensure compliance with Sutter Pointe Specific Plan and related environmental requirements when development commences.

Respectfully Submitted,

s/ Neal Hay
Director of Development Services
Attachments:
1. Request for Proposals - Financial Planning Services
2. Request for Proposals - Planning and Environmental Review Services
REQUEST FOR PROPOSALS

PROFESSIONAL CONSULTING
FINANCIAL PLANNING SERVICES

For
Sutter Pointe Specific Plan

Final Date to Submit
November 13, 2018 at 3pm

SUTTER COUNTY

SUTTER COUNTY DEVELOPMENT SERVICES
1130 CIVIC CENTER BLVD., SUITE C
YUBA CITY, CA 95993
(530) 822-7400

Approved for Solicitation

____________________________________
Neal Hay, P.E.
Director
REQUEST FOR PROPOSALS (RFP)

PURPOSE
The Sutter County Development Services Department seeks proposals from qualified Financial Planning firms/teams to update the set of financial planning documents for the Sutter Pointe Specific Plan area in south Sutter County and support the County in the establishment of fee programs and other funding mechanisms. Implementation of these financing plans and studies will result in the creation of a premier community with quality design, fully funded public improvements and facilities, and supported ongoing public services.

The Sutter Pointe Specific Plan encompasses approximately 7,528 acres of land in south Sutter County. The site is generally bound by Natomas Road on the east and Powerline Road on the west. The northern boundary is approximately 4 miles north of the City of Sacramento and the southern boundary is the Sutter-Sacramento County line. State Route 99/70 divides the southern portion of the site and serves as the western boundary of the northern portion of the project site. The project envisions establishment of an eventual city in south Sutter County. The project proposes a diverse mix of land uses, including employment centers, many different housing types, retail shopping villages, recreation amenities, schools, community services, supporting on-and off-site infrastructure, roadway improvements, open space and various public uses.

The Sutter Pointe Specific Plan was approved by the Board of Supervisors on June 30, 2009. An amendment to the Plan was approved in 2014.

The adopted Sutter Pointe Specific Plan, financial plans, and related documents can be viewed at https://www.suttercounty.org/doc/government/depts/ds/ps/cs_sutterpointe

The Sutter Pointe Specific Plan area will be developed in phases. Phase 1 as proposed is a Residential/Mixed Use Community consisting of approximately 1,000 acres and 3,000+ residential units along with related commercial/employment and public facilities.

The documents to be updated to reflect the needs of Phase 1 include:

- The Public Facilities Financing Plan identifies the estimated costs, timing and funding of backbone infrastructure and public facilities serving the Plan Area.

- The Fiscal Impact Analysis projects the fiscal impact of the Project on the County General Fund and the General Fund and Road Fund of the Project, assuming a County-administered CSA. The analysis estimates fiscal expenditures and revenues to the County and CSA associated with delivery of countywide and General Fund and Road Fund urban services to the Sutter Pointe’s land uses. The existing Fiscal Impact Analysis analyzes land uses using a building block approach consisting of five land use scenarios. The building block approach is described in detail in the existing Fiscal Impact Analysis.

- The Urban Services Plan identifies the level of public services expected within Sutter Pointe and describes the funding methods which may be used to provide these ongoing services.
The firm may also be responsible for completing financial plan updates for a future Phase A
Employment Village.

The firm/team will guide Sutter County in the use of appropriate funding mechanisms, formation
of special districts, establishment of reimbursement agreements and Nexus Studies to ensure the
costs of development are fairly distributed across the different land use types. The firm/team may
also peer review master plans for accurate description and cost estimates.

Interested firms should submit four (4) bound copies of their proposal package to the following
office no later than **3:00 p.m. on November 13, 2018**:

Sutter County Development Services
Attn: Doug Libby, AICP, Principal Planner
1130 Civic Center Blvd.
Yuba City, CA  95993

Doug Libby is the assigned project manager for the project and questions on this RFP should be
directed to him at (530) 822-7400 Ext. 242 or dlibby@co.sutter.ca.us

**SELECTION PROCESS**
The selection process will follow the guidelines of the Sutter County Bidding Procedures. The
process will consist of a review and ranking of the submittals by an evaluation panel consisting of
representatives from the Development Services Department and County Administrators Office and
private development representatives. Once ranked by the panel, the top ranked firms (three or
fewer) will be invited to an interview to discuss their past projects of similar scope for a discussion
concerning their approach and solution. Following the interview, the consultants will be ranked,
and the preferred firm will submit a detailed scope of work and cost proposal for consideration. If
Sutter County fails to conclude a satisfactory agreement with the top-ranked consultant, a new
negotiation will be initiated with the next highest ranked firm. This process may be repeated until
a contract is successfully negotiated.

The proposals from the Consultant shall contain the information identified in this RFP. Late
submittals, submittals to the wrong location, or submittals with inadequate copies are considered
non-responsive and will be rejected. Submittal of additional information after the due date will
not be allowed until the short list is developed.

**Each respondent will be responsible for all his/her expenses incurred during the RFP
process.**

Per the County of Sutter Ordinance Code Chapter 16-060 (a) (1-3), the following statements
apply:

(1) The County reserves the right to negotiate directly with any party responding thereto
and may enter into a contract with any responding party regardless of price if it is
advantageous for the County to do so.
(2) No Public opening of proposals shall be required.

Upon successful negotiations with a Consultant, an Independent Contractor Agreement, attached as Appendix A, will be presented to the County Board of Supervisors for approval and execution, at which time the consultant services will begin immediately.

This RFP does not commit the County to enter into an agreement, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services. The County reserves the right to accept or reject any or all submissions received as a result of the request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety this RFP if it is in the best interest of the County to do so.

The County reserves the right to amend this RFP by addendum prior to the final submittal date. Consultants submitted proposals will acknowledge receipt of all addenda.

CONTENT OF STATEMENT OF QUALIFICATIONS / SELECTION CRITERIA
Sutter County is requesting Statements of Qualifications for the Scope of Work specified herein. The consultant’s submittal is limited to a maximum of 20 pages not including the cover letter, sheet dividers, or items included in an Appendix. A sheet is defined as an 8.5” x 11” sheet single sided or an 11” x 17” sheet single sided, with minimum ½” margin on all sides, and minimum 10 point font (any style). To conserve paper, sheets may be printed double sided.

The County is seeking a consultant firm/ team with a demonstrated history of developing financing plans and studies that when implemented successfully build quality communities consisting of both private and public development. Through interactions with all project stakeholders, the County expects the consultant to exhibit professionalism over the course of the contract, address the needs of the County and the private development groups, and remain on schedule with minimal cost increases.

The evaluation panel will rank the proposals using the following criteria.

1. **Prime Consultant / Consultant Team / Project Manager (Weight = 8)**
   Discuss the specific aspects of the Prime Consultant and sub-consultant team members (if any) that differentiate your firm/ team from the others. Discuss the qualifications of the Prime Consultant’s proposed Project Manager, including total years’ experience, years with current firm, and number of completed projects. Discuss the Prime Consultant’s process and methods for effectively and efficiently managing this project. Provide the Project Manager’s resume and an organization chart with the Prime Consultant and sub-consultants.

2. **Demonstrated Competence (Weight = 10)**
   Based on the Prime Consultant’s experience over the last seven years, include project summaries that illustrate the approach and project challenges and solutions for up to three (3) projects with similar Scopes of Work, including past public agency projects. Offer insight into the firm’s philosophy about funding mechanisms, experience forming special districts, and techniques to fairly divide the costs of development among the private
development groups/ land uses over time. List the firm’s experience peer reviewing infrastructure master plans for cost estimate accuracy. Please also include the following information for each project:

i. Project name and Client (Public Agency / Private Developer)
ii. Total cost of public improvements, infrastructure, and facilities
iii. Different funding mechanisms used for the Project
iv. Innovations used to more effectively fund public improvements and services and distribute the costs fairly
v. What you learned from the project that would be helpful for Sutter Pointe

3. **Client References (Weight = 2)**
   Provide no more than three client references with addresses and phone numbers of personnel that can validate the past performance of the team for projects completed within the last five years.

***TENTATIVE PROJECT SCHEDULE***

Distribute RFP: October 10, 2018
Questions / Answers: October 17, 2018
Submittals Due: November 13, 2018; 3:00 pm
Submittals Ranked: November 14, 2018
Short Listed Firms Notified: November 15, 2018
Short Listed Interviews: Between November 27 and 29, 2018 (One day to be scheduled)
Board of Supervisors to Award Consultant Contract: December 18, 2018
APPENDIX A

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into this date day of month, 2018, by and between Sutter County, a political subdivision of the State of California (“County”), and name of consultant (“Consultant”).

RECITALS:

A. County has determined that it is desirable to retain Consultant to provide brief description of services to be provided; and

B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Consultant to perform all the professional services described in Exhibit “A” which is attached hereto (attach Scope of Work as Exhibit A) and incorporated herein by this reference which shall include provide brief scope of work description (“Services”).

2. Term. Services under this Agreement shall commence on date, and shall continue until date, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

   A. The compensation to be paid by County to Consultant for the professional services described in Exhibit “A” shall be the Fixed price, Annual price, Monthly price or Hourly rate set forth in Exhibit “B” which is attached hereto (attach Fee Schedule as Exhibit B) and incorporated herein by this reference.

   B. To the extent that Consultant is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized deputy and shall be reimbursed in accordance with the County’s Travel and Business Expense Policy.
C. The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed dollar amount in words dollars ($XXXXX.XX). The County shall make no payment to Consultant in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Consultant agrees to testify at County’s request if litigation is brought against County in connection with Consultant’s work. Unless the action is brought by Consultant or is based upon Consultant’s negligence or intentional tortious conduct, County will compensate Consultant for the testimony at Consultant’s hourly rate as provided in Exhibit “B”.

4. Invoice and Payments. Consultant shall submit invoices for services rendered during the preceding month. Consultant shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

Department Contract Administrator
Address
Yuba City, California 95993
Telephone:

If to Consultant:

Consultant Name
Address
City, State, Zip
Telephone:

Notice shall be effective upon receipt.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of County
for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Consultant herein. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Consultant’s compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant’s activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Consultant agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

7. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Consultant.

8. Subcontracting and Assignment. Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Consultant, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Consultant may retain copies for its files and internal use, however, Consultant shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.
10. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant’s negligence, recklessness, or willful misconduct.

11. **Insurance.** Without limiting Consultant’s indemnification of the County, Consultant shall provide and maintain at its own expense and keep in force during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

   Workers’ Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer’s Liability insurance on an “occurrence” basis with a limit of not less than $1,000,000.

   Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of $1,000,000 covering bodily injury and property damage; General Aggregate limit of $2,000,000; Products and Completed Operations Aggregate limit of $2,000,000 and Personal & Advertising Injur limit of $2,000,000, written on an occurrence form.

   Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage liability.

   Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting
there from, with a limit of not less than $1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Sutter County for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Consultant’s start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, Consultant shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, Consultant shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two-year period, Consultant shall purchase an extended reporting provision at least covering the balance of the two-year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

(i) Name Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers’ Compensation and Professional Liability.

(ii) Be primary and non-contributory with respect to all obligations assumed by Consultant pursuant to this Agreement or any other services provided. Any insurance carried by Sutter County shall not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

(iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available “Best’s Insurance Guide.”

(iv) Include a severability of interest clause and cross-liability coverage where Sutter County is an additional insured.

(v) Provide a waiver of subrogation in favor of Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.

(vi) Provide defense in addition to limits of liability.
Upon execution of this Agreement and each extension of the Term thereafter, Consultant shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Sutter County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) Sutter County’s additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers’ compensation and professional liability policies. Consultant shall also furnish Sutter County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to Sutter County’s address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by the County of Sutter before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as Sutter County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.


A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Consultant’s qualifications to perform these services in a professional manner; and agrees that County’s full or partial acceptance of any work does not release Consultant from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Consultant shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Consultant shall coordinate the activities of all sub-consultants and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Consultant of any defect in Consultant’s performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County’s final payment:

A. Consultant shall allow County’s authorized representatives reasonable access during normal business hours to inspect, audit, and copy Consultant’s records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. ‘Records’ includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Consultant shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Consultant may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Consultant.

16. Employment Practices. Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent, or an authorized deputy, this Agreement shall automatically terminate on the date that the
provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000) for personal services contracts or forty-five thousand dollars ($45,000) for public works contracts.

18. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

19. **Compliance with Law.** Consultant shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. **Prevailing Wages.** To the extent that any of the work performed under this Agreement is a “public work” within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Consultant shall cause all such work, as applicable, to be performed as a “public work” in compliance with California prevailing wage laws. In the event Consultant fails to do so, Consultant shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. **Conflict with Laws or Regulations/Severability.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. **Amendments.** Any amendments to this Agreement shall be in writing and executed by both parties.
25. **Entire Agreement.** This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Consultant and supersedes all prior oral and written agreements and communications.

26. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. **Construction.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF SUTTER

By: _____________________________

KEN SRA [or Dep. Purchasing Agent]
[Deputy] Interim General Services Director

CONSULTANT

By: _____________________________

Authorized Representative
Title: Name/Position of firm officer

APPROVED AS TO FORM:

By: _____________________________

William J. Vanasek
Assistant County Counsel, Sutter County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
REQUEST FOR PROPOSALS

PROFESSIONAL CONSULTING
PLANNING AND ENVIRONMENTAL REVIEW SERVICES

For
Sutter Pointe Specific Plan

SUTTER COUNTY

Final Date to Submit
November 13, 2018 at 3pm

SUTTER COUNTY DEVELOPMENT SERVICES
1130 CIVIC CENTER BLVD., SUITE C
YUBA CITY, CA 95993
(530) 822-7400

Approved for Solicitation

__________________________
Neal Hay, P.E.
Director
REQUEST FOR PROPOSALS (RFP)

PURPOSE
The Sutter County Development Services Department is seeking proposals from Planning/Environmental Planning firms/teams to complete project-level environmental impact reports (EIRs) and other environmental documents for Tier 2 entitlements for the Sutter Pointe Specific Plan area in south Sutter County. Also the firm/team may be requested to prepare related planning documents for Tier 2 entitlements, such as Specific Plan amendments. Implementation of the Sutter Pointe Specific Plan and related documents will result in the creation of a premier community with quality design, fully funded public improvements and facilities, and supported ongoing public services.

The Sutter Pointe Specific Plan encompasses approximately 7,528 acres of land in south Sutter County. The site is generally bound by Natomas Road on the east and Powerline Road on the west. The northern boundary is approximately 4 miles north of the City of Sacramento and the southern boundary is adjacent to the Sutter-Sacramento County line. State Route 99/70 divides the southern portion of the site and serves as the western boundary of the northern portion of the project site. The project envisions establishment of an eventual city in south Sutter County. The project proposes a diverse mix of land uses, including employment centers, many different housing types, retail shopping villages, recreation amenities, schools, community services, supporting on- and off-site infrastructure, roadway improvements, open space and various public uses.

The Sutter Pointe Specific Plan was approved by the Board of Supervisors on June 30, 2009. An amendment to the Plan was approved in 2014.

The adopted Sutter Pointe Specific Plan, Program Level EIR, and other related documents can be viewed at https://www.suttercounty.org/doc/government/depts/ds/ps/cs_sutterpointe_docs.

The firm/team will be responsible for completing environmental documents for Tier 2 entitlements for proposed Phase 1. Phase 1 consists of approximately 1,000 acres and 3,000+ residential units along with related commercial/employment and public facilities.

The firm may also be responsible for completing environmental documents for Tier 2 entitlements for a future Phase A- Employment Village. Completing other plan documents and amendments related to the development of the Sutter Pointe Specific Plan area may also be the responsibility of the firm. The firm/team will coordinate with Sutter County, other agencies, and the private development group(s). Sutter County’s intent is to create Sutter Pointe in tandem with planned private development groups.

Interested firms should submit four (4) bound copies of their proposal package to the following office no later than 3:00 p.m. on November 13, 2018:

Sutter County Development Services
Attn: Doug Libby, AICP, Principal Planner
1130 Civic Center Blvd.
Yuba City, CA 95993
Doug Libby is the assigned project manager for the project and questions on this RFP should be directed to him at (530) 822-7400 Ext. 242 or dglibby@co.sutter.ca.us

SELECTION PROCESS
The selection process will follow the guidelines of the Sutter County Bidding Procedures. The process will consist of a review and ranking of the submittals by an evaluation panel consisting of representatives from the Development Services Department and County Administrators Office and private development representatives. Once ranked by the panel, the top ranked firms (three or fewer) will be invited to an interview to discuss their past projects of similar scope for a discussion concerning their approach and solution. Following the interview, the consultants will be ranked, and the preferred firm will submit a detailed scope of work and cost proposal for consideration. If Sutter County fails to conclude a satisfactory agreement with the top-ranked consultant, a new negotiation will be initiated with the next highest ranked firm. This process may be repeated until a contract is successfully negotiated.

The proposals from the Consultant shall contain the information identified in this RFP. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered non-responsive and will be rejected. Submittal of additional information after the due date will not be allowed until the short list is developed.

Each respondent will be responsible for all his/her expenses incurred during the RFP process.

Per the County of Sutter Ordinance Code Chapter 16-060 (a) (1-3), the following statements apply:

(1) The County reserves the right to negotiate directly with any party responding thereto and may enter into a contract with any responding party regardless of price if it is advantageous for the County to do so.

(2) No Public opening of proposals shall be required.

Upon successful negotiations with a Consultant, an Independent Contractor Agreement, attached as Appendix A, will be presented to the County Board of Supervisors for approval and execution, at which time the consultant services will begin immediately.

This RFP does not commit the County to enter into an agreement, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services. The County reserves the right to accept or reject any or all submissions received as a result of the request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety this RFP if it is in the best interest of the County to do so.

The County reserves the right to amend this RFP by addendum prior to the final submittal date. Consultants submitted proposals will acknowledge receipt of all addenda.
CONTENT OF STATEMENT OF QUALIFICATIONS / SELECTION CRITERIA

Sutter County is requesting Statements of Qualifications for the Scope of Work specified herein. The consultant’s submittal is limited to a maximum of 20 pages not including the cover letter, sheet dividers, or items included in an Appendix. A sheet is defined as an 8.5” x 11” sheet single sided or an 11” x 17” sheet single sided, with minimum ½” margin on all sides, and minimum 10-point font (any style). To conserve paper, sheets may be printed double sided.

The County is seeking a consultant firm/ team with a demonstrated history of completing environmental review documents that thoroughly review the environmental impacts of the project and when implemented fully mitigate the significant impacts of the proposed project. The firm/ team may also create several related planning documents and updates/amendments to the existing plans. Through interactions with all project stakeholders, the County expects the consultant to exhibit professionalism over the course of the contract, address the needs of the County and the private development groups, and remain on schedule with minimal cost increases.

The evaluation panel will rank the proposals using the following criteria.

1. **Prime Consultant / Consultant Team / Project Manager (Weight = 8)**
   Discuss the specific aspects of the Prime Consultant and sub-consultant team members (if any) that differentiate your firm/ team from others. Discuss the qualifications of the Prime Consultant’s proposed Project Manager, including total years’ experience, years with current firm, and number of completed projects. Discuss the Prime Consultant’s process and methods for effectively and efficiently managing this project. Provide the Project Manager’s resume and an organization chart with the Prime Consultant and sub-consultants.

2. **Demonstrated Competence (Weight = 10)**
   Based on the Prime Consultant’s experience over the last seven years, include project summaries that identify completed environmental documents for three (3) projects with similar Scopes of Work, including past public agency projects. Identify any areas of expertise the firm/ team has that would result in better environmental review. Please include the following information for each project:
   - Project name and Client (Public Agency / Private Developer)
   - Scale of project – number of acres, complexity of environmental review and impacts
   - Areas of expertise for those needed in the Sutter Pointe Specific Plan area, e.g., flood protection, habitat mitigation, traffic analysis, infrastructure planning
   - Innovations used to more effectively mitigate environmental impacts
   - Experience with related planning documents, e.g., plan amendments, phasing studies, master plans
   - What you learned from the project that would be helpful for Sutter Pointe
3. **Client References (Weight = 2)**
   Provide no more than three (3) client references with addresses and phone numbers of personnel that can validate the past performance of the firm/team for projects completed within the last five years.

***TENTATIVE PROJECT SCHEDULE***

Distribute RFP: October 10, 2018  
Questions / Answers: October 17, 2018  
Submittals Due: November 13, 2018; 3:00 pm  
Submittals Ranked: November 14, 2018  
Short Listed Firms Notified: November 15, 2018  
Short Listed Interviews: Between November 27 and 29, 2018 (One day to be scheduled)  
Board of Supervisors to Award Consultant Contract: December 18, 2018
APPENDIX A

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this date day of month, 2018, by and between Sutter County, a political subdivision of the State of California ("County"), and name of consultant ("Consultant").

RECITALS:

A. County has determined that it is desirable to retain Consultant to provide brief description of services to be provided; and

B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Consultant to perform all the professional services described in Exhibit "A" which is attached hereto (attach Scope of Work as Exhibit A) and incorporated herein by this reference which shall include provide brief scope of work description ("Services").

2. Term. Services under this Agreement shall commence on date, and shall continue until date, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

   A. The compensation to be paid by County to Consultant for the professional services described in Exhibit "A" shall be the Fixed price, Annual price, Monthly price or Hourly rate set forth in Exhibit "B" which is attached hereto (attach Fee Schedule as Exhibit B) and incorporated herein by this reference.

   B. To the extent that Consultant is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized deputy and shall be reimbursed in accordance with the County’s Travel and Business Expense Policy.
C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed** dollar amount in words dollars ($XXXXX.XX). The County shall make no payment to Consultant in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Consultant agrees to testify at County’s request if litigation is brought against County in connection with Consultant’s work. Unless the action is brought by Consultant or is based upon Consultant’s negligence or intentional tortious conduct, County will compensate Consultant for the testimony at Consultant’s hourly rate as provided in Exhibit “B”.

4. **Invoice and Payments.** Consultant shall submit invoices for services rendered during the preceding month. Consultant shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. **Notice.** Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

**If to the County:**

Department Contract Administrator  
Address  
Yuba City, California 95993  
Telephone:

**If to Consultant:**

Consultant Name  
Address  
City, State, Zip  
Telephone:

Notice shall be effective upon receipt.

6. **Independent Contractor.**

A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of County.
for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Consultant herein. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Consultant's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant’s activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Consultant agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

7. **Authority of Consultant.** It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Consultant.

8. **Subcontracting and Assignment.** Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. **Ownership of Work Product.** All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Consultant, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Consultant may retain copies for its files and internal use, however, Consultant shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.
10. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant’s negligence, recklessness, or willful misconduct.

11. **Insurance.** Without limiting Consultant’s indemnification of the County, Consultant shall provide and maintain at its own expense and keep in force during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

   Workers’ Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer’s Liability insurance on an “occurrence” basis with a limit of not less than $1,000,000.

   Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of $1,000,000 covering bodily injury and property damage; General Aggregate limit of $2,000,000; Products and Completed Operations Aggregate limit of $2,000,000 and Personal & Advertising Injury limit of $2,000,000, written on an occurrence form.

   Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage liability.

   Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting
there from, with a limit of not less than $1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Sutter County for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Consultant’s start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, Consultant shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, Consultant shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two-year period, Consultant shall purchase an extended reporting provision at least covering the balance of the two-year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

(i) Name Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers’ Compensation and Professional Liability.

(ii) Be primary and non-contributory with respect to all obligations assumed by Consultant pursuant to this Agreement or any other services provided. Any insurance carried by Sutter County shall not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

(iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available “Best’s Insurance Guide.”

(iv) Include a severability of interest clause and cross-liability coverage where Sutter County is an additional insured.

(v) Provide a waiver of subrogation in favor of Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.

(vi) Provide defense in addition to limits of liability.
Upon execution of this Agreement and each extension of the Term thereafter, Consultant shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Sutter County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) Sutter County’s additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers’ compensation and professional liability policies. Consultant shall also furnish Sutter County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to Sutter County’s address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by the County of Sutter before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as Sutter County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.


A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Consultant's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Consultant from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Consultant shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Consultant shall coordinate the activities of all sub-consultants and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Consultant of any defect in Consultant’s performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County’s final payment:

A. Consultant shall allow County’s authorized representatives reasonable access during normal business hours to inspect, audit, and copy Consultant’s records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. ‘Records’ includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Consultant shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Consultant may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Consultant.

16. Employment Practices. Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent, or an authorized deputy, this Agreement shall automatically terminate on the date that the
provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000) for personal services contracts or forty-five thousand dollars ($45,000) for public works contracts.

18. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

19. **Compliance with Law.** Consultant shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. **Prevailing Wages.** To the extent that any of the work performed under this Agreement is a “public work” within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Consultant shall cause all such work, as applicable, to be performed as a “public work” in compliance with California prevailing wage laws. In the event Consultant fails to do so, Consultant shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. **Conflict with Laws or Regulations/Severability.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. **Amendments.** Any amendments to this Agreement shall be in writing and executed by both parties.
25. **Entire Agreement.** This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Consultant and supersedes all prior oral and written agreements and communications.

26. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. **Construction.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF SUTTER

By: _____________________________

KEN SRA [or Dep. Purchasing Agent]
[Deputy] Interim General Services Director

CONSULTANT

By: _____________________________

Authorized Representative

Title: Name/Position of firm officer

APPROVED AS TO FORM:

By: _____________________________

William J. Vanasek
Assistant County Counsel, Sutter County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
PUBLIC WORKS/SUPPORT SERVICES COMMITTEE
Standing Committee Staff Report

To: Public Works/Support Services Committee
From: Neal Hay, Director of Development Services
Department: Development Services
Subject: Award a Professional Services Agreement to Omni-Means, A GHD Company, in the amount of $383,355.00 for consultant services; authorize the Director of Development Services to execute all contract documents; and approve a budget amendment in the amount of $423,355.00 to the FY 2018-19 Adopted Budget (4/5 vote required)

Recommendation

It is recommended that the Public Works/Support Services Committee recommends that the Board of Supervisors:

1) Awards a Professional Services Agreement in the amount of $383,355.00 to Omni-Means, A GHD Company, for consultant services to prepare the Project Initiation Documents for access control to State Route 99 from Oswald Road; and,

2) Authorizes the Director of Development Services, or his designee, to execute the agreement and all documents related to the administration of the agreement in accordance with the provisions of the County’s Purchasing Guidelines, State Public Contract Code and the State Department of Transportation (Caltrans) guidelines, with contract amendment authority which does not exceed $40,000.

3) Approves a budget amendment in the amount of $423,355.00 to the FY 2018-19 Road Fund (3-100) Adopted Budget (4/5 vote required).

Background

In recent years, the Department has processed a number of projects to develop commercial truck terminals along Oswald Road from State Route 99 to Railroad Avenue in Yuba City. As the operations have come on line and the percentage of heavy truck traffic in the area has noticeably increased, the Department has received complaints from area residents. Additionally, the number of accidents involving heavy-duty trucks has increased, as has the number of reported close calls.

The Department met with the California Department of Transportation (Caltrans) District 3 (D3), Traffic Operations personnel to discuss the current and planned developments for the area that will impact State Route 99.

The conversation with Caltrans D3 covered the possible solutions to better control traffic at the
intersection of State Route 99 and Oswald Road. Additionally, the process to develop the solution following Caltrans guidelines was discussed. The starting point for any improvements along a state route is a Project Study Report (PSR) which is part of the Project Initiation Documents (PID). In the interest of time, the Department offered to begin the sequence of required studies to identify a preferred solution, with its associated cost, as soon as practical.

To that end, the Department released a Request for Proposals to seek the most qualified consultant team to develop the required initial feasibility studies following Caltrans published guidelines.

**Discussion**

The Department prepared a Request for Proposals which solicited the anticipated services and complied with the latest guidance from the Caltrans Local Assistance Procedures Manual, Chapter 10, Consultant Selection as well as the County's Purchasing Guidelines. In April 2018, the Department advertised the RFP and received a total of three proposals in May 2018. The Department had prepared criteria and minimum qualifications to evaluate the submittals from each of the consultant teams and they were reviewed by personnel from the Department and Caltrans District 3. Scoring clearly designated the preferred consultant. The selection panel recommends a Professional Services Agreement be executed with Omni-Means, A GHD Company. Omni-Means, A GHD Company is a multidiscipline consulting firm with over 25 years of experience working with local governments and local Caltrans District Offices. They have extensive experience in all aspects of transportation planning, design, surveying, and construction management.

**Prior Board Action**

- August 22, 2017: Authorized the advertisement of a Request for Proposals to select a consultant team to prepare the Project Initiation Documents for access control to State Route 99 from Oswald Road.
- May 18, 2016: Staff approval of Sangha Truck & Trailer Repair: Design Review 15-019
- March 15, 2011: Approval of Heer Yard: General Plan Amendment / Rezone / D R 05-024
- September 19, 2006: Approval of Northern Carriers: Use Permit for AG Truck Yard 05-089

**Board Alternatives**

The Board could choose not to award the professional services agreement to a consultant at this time. However, the preparation of the required documents is complicated and requires specialized transportation engineering skills which Department staff does not possess. The Department could request that Caltrans D3 Traffic Operations prepare the documents, but due to their workload, it is unclear when it could be completed.

**Other Department and/or Agency Involvement**

The California Department of Transportation provides oversight on all studies and future improvements within the right-of-way of their state routes. The County Counsel's Office reviewed the draft agreement.

**Action Following Approval**

The Department will provide the agreement to Omni-Means, A GHD Company for execution and manage the contract.
Fiscal Impact

There is no impact to the General Fund, since the costs for this consultant will come from the Road Fund (3-100). These consultant costs were not included in the FY 2018-19 Adopted Budget. The attached budget amendment for $423,355.00 increases Development Services, Road, Services and Supplies, Professional/Specialized Services, account 3-100-45-52180, capital project RR31001981N, and account 3-100-45-49995 Cancellation of Obligated Fund Balance.

Countywide Goals & Top Priorities Compliance

Oswald Hwy 99 Project Initiation Documents Contract supports the following countywide goals:

- Goal C: Maintain a strong commitment to public safety (including Law Enforcement, District Attorney, Public Defender, Probation, Fire, Emergency Management and related services); and
- Goal E: Provide and enhance public infrastructure, including essential water, wastewater, other utilities, transportation systems (including “Farm to Market” roads), and achieve best possible flood protection for entire County region, including upgrading necessary levees to obtain reasonable flood insurance coverage for all residents, businesses, and property owners.

Respectfully Submitted,

S/ Neal Hay
Director of Development Services

Attachments:
1. Professional Services Agreement
2. Budget Amendment
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this _______ day of ______________, 2018, by and between Sutter County, a political subdivision of the State of California ("County"), and Omni Means, Ltd., a GHD Company ("Consultant").

RECITALS:

A. County has determined that it is desirable to retain Consultant to provide professional services to prepare Project Initiation Documents to Caltrans Standards; and

B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Consultant to perform all the professional services described in Exhibit “A” which is attached hereto and incorporated herein by this reference which shall include the preparation of the Project Initiation Documents to Caltrans Standards for the intersection of State Route 99 and Oswald Road ("Services").

2. Term. Services under this Agreement shall commence on October 29, 2018, and shall continue until April 30, 2020, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

   A. The compensation to be paid by County to Consultant for the professional services described in Exhibit “A” shall be the Fixed price set forth in Exhibit “B” which is attached hereto and incorporated herein by this reference.

   B. To the extent that Consultant is entitled to reimbursement for travel,
meals, and lodging, such reimbursement shall be subject to the prior approval of
the County Purchasing Agent or authorized deputy and shall be reimbursed in
accordance with the County’s Travel and Business Expense Policy.

C. The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed Three Hundred Eighty-Three
Thousand, Three Hundred Fifty-Five dollars ($383,355.00). The County shall make
no payment to Consultant in any greater amount for any extra, further, or additional
services, unless such services and payment therefore have been mutually agreed to
and this Agreement has been formally amended in accordance with the provisions of
this Agreement.

D. Consultant agrees to testify at County’s request if litigation is
brought against County in connection with Consultant’s work. Unless the action is
brought by Consultant or is based upon Consultant’s negligence or intentional tortious
conduct, County will compensate Consultant for the testimony at Consultant’s hourly
rate as provided in Exhibit “B”.

4. Invoice and Payments. Consultant shall submit invoices for services
rendered during the preceding month. Consultant shall attach to each invoice
documentation for the hours charged (if applicable) and the documentation shall include
an itemized narrative of work completed during the period billed. The County shall pay
invoices that are undisputed within thirty (30) days of receipt and approval. The parties
agree to exercise good faith and diligence in the resolution of any disputed invoice
amounts.

5. Notice. Any invoices, notices, or other documents required to be given
under this Agreement shall be delivered either personally, by first-class postage pre-
paid U.S. Mail, or overnight courier to the following addresses or such other address
provided by the parties in accordance with this section:

If to the County:
Neal Hay, Director
Development Services Department
1130 Civic Center Blvd
Yuba City, California 95993
Telephone: (530) 822-7400, Ext. 318

If to Consultant:
Kamesh Vedula, Principal-in-Charge
Omni Means, a GDH Company
943 Reserve Drive, Suite 100
Roseville, CA 95678
Telephone: (916) 782-8688

Notice shall be effective upon receipt.
6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Consultant herein. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Consultant’s compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant’s activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Consultant agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

7. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Consultant.

8. Subcontracting and Assignment. Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Consultant, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Consultant may retain copies for its files and internal use, however, Consultant shall not disclose any of the work products of this
Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

11. **Insurance.** Without limiting Consultant’s indemnification of the County, Consultant shall provide and maintain at its own expense and keep in force during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

   Workers’ Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer’s Liability insurance on an “occurrence” basis with a limit of not less than $1,000,000.

   Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of $1,000,000 covering bodily injury and property damage; General Aggregate limit of $2,000,000; Products and Completed Operations Aggregate limit of $2,000,000 and Personal & Advertising Injury limit of $2,000,000, written on an occurrence form.

   Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage liability.
Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than $1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Sutter County for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Consultant’s start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, Consultant shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, Consultant shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, Consultant shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

(i) Name Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers’ Compensation and Professional Liability.

(ii) Be primary and non-contributory with respect to all obligations assumed by Consultant pursuant to this Agreement or any other services provided. Any insurance carried by Sutter County shall not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

(iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available “Best’s Insurance Guide.”

(iv) Include a severability of interest clause and cross-liability coverage where Sutter County is an additional insured.

(v) Provide a waiver of subrogation in favor of Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.
(vi) Provide defense in addition to limits of liability.

Upon execution of this Agreement and each extension of the Term thereafter, Consultant shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Sutter County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) Sutter County’s additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers’ compensation and professional liability policies. Consultant shall also furnish Sutter County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to Sutter County’s address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by the County of Sutter before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as Sutter County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.


A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Consultant’s qualifications to perform these services in a professional manner; and agrees that County’s full or partial acceptance of any work does not release Consultant from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Consultant shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.
13. **Responsibility of Consultant.**

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Consultant shall coordinate the activities of all sub-consultants and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Consultant of any defect in Consultant’s performance.

14. **Audit.** The following audit requirements apply from the effective date of this Agreement until three years after County’s final payment:

A. Consultant shall allow County’s authorized representatives reasonable access during normal business hours to inspect, audit, and copy Consultant’s records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. ‘Records’ includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Consultant shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. **Publication of Documents and Data.** Consultant may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Consultant.

16. **Employment Practices.** Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. **Termination.** Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent,
or an authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000) for personal services contracts or forty-five thousand dollars ($45,000) for public works contracts.

18. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

19. **Compliance With Law.** Consultant shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. **Prevailing Wages.** To the extent that any of the work performed under this Agreement is a “public work” within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Consultant shall cause all such work, as applicable, to be performed as a “public work” in compliance with California prevailing wage laws. In the event Consultant fails to do so, Consultant shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. **Conflict With Laws or Regulations/Severability.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. **Amendments.** Any amendments to this Agreement shall be in writing and executed by both parties.
25. **Entire Agreement.** This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Consultant and supersedes all prior oral and written agreements and communications.

26. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. **Construction.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF SUTTER

By: ____________________________
Neal Hay
Director of Development Services

CONSULTANT

By: ____________________________
Authorized Representative

Title: __________________________

APPROVED AS TO FORM:

By: ____________________________
William J. Vanasek
Assistant County Counsel, Sutter County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
SCOPE OF WORK

Phase 1: Project Management, Coordination and Project Meetings
GHD Inc. (GHD) will provide project management, coordination with and between project team members, coordination with the County project manager, and coordination with the Project Development Team (PDT).

1.1 Project Management
GHD will perform the following duties:
• Provide Project Quality Control/Quality Assurance
• Coordinate, schedule, and participate in PDT meetings
• Prepare PDT meeting records, and project schedule updates
• Supervise, coordinate and monitor procedures for preparation of the Project Study Report-Project Development Support (PSR-PDS), and other supporting studies consistent with and in conformance to the guidelines published in Caltrans “Project Development Procedures Manual” (PDPM)
• Coordinate and monitor deliverables by subconsultants in accordance with this work plan
• Coordinate project submittals to and reviews by the PDT

The scope and budget assume Caltrans effectively provides Independent Quality Assurance (IQA) activities for the project and approval of the PSR-PDS in no more than 18 months from notice to proceed.

Work Products/Actions: Project Management and Coordination.

1.2 Initial Project Meeting (Pre-PID Meeting)
GHD will coordinate the Pre-PID meeting with the County and Caltrans staff in accordance with the PDPM. Among the purposes of the meeting will be to ensure mutual understanding of the intended process, its objectives, milestones, and products, and to refine the work program and project schedule where necessary. The specific community/stakeholder outreach program, including key stakeholders, will also be discussed during this meeting. Another purpose of this meeting will be to identify the potential PDT team members. At a minimum, it is anticipated that the PDT would include representatives from the County, Sacramento Area Council of Governments, and Caltrans. Early on, it will also be determined if there are other stakeholders who wish to participate in the process.

Work Products/Actions: Final Work Program, Project Schedule, and PDT Membership.

1.3 Kick-Off PDT Meeting
GHD will coordinate the first kick-off PDT meeting. The purpose of this kick-off meeting will be to introduce the members of the PDT and to identify their individual roles and re-
sponsibilities; to discuss the purpose why the PSR-PDS is being developed; the intended project goals and objectives; the process as defined by the work plan; and the project schedule, which will focus on key milestones and deliverables.

**Work Products/Actions:** PDT Project Awareness and Input.

1.4 Additional PDT Meetings  
Up to four (4) additional PDT meetings are assumed through completion of the PSR-PDS. GHD will participate at each of these meetings and will provide all PDT meeting coordination and oversight, including the preparation of meeting minutes summarizing actions taken, actions to be taken, responsible party, and resolution date.

In addition to the four formal PDT meetings, the scope assumes ten (10) Webex or conference calls with the County and Caltrans.

**Work Products/Actions:** PDT Meetings and Coordination.

1.5 Project Documentation  
GHD will assume responsibility for several project coordination related items. These include general correspondence, monthly progress reports, minutes of all project meetings, and maintenance of the project schedule.

**Work Products/Actions:** General Correspondence, Monthly Progress Reports, Meeting Records, and Maintenance of the Project Schedule.

1.6 Quality Management Plan  
With input from the PDT, GHD will prepare a draft Quality Management Plan (QMP) consistent with the guidance provided the PDPM. The Draft QMP will be provided to the PDT for review and comment. Upon approval of the QMP, GHD will be responsible for maintaining the QMP and monitoring project deliverables for conformance with the QMP throughout the length of this project.

**Work Products/Actions:** Prepare and Submit QMP for Approval, Maintain QMP, and Monitor Project Deliverables for Conformance.

**Phase 2: Preliminary Research/Data Collection and Base Mapping**  
For the purposes of this project, the study area is assumed at this time to extend south and north along State Route (SR) 99 for approximately 2,500 feet, to S. Walton Avenue to the west and to Railroad Avenue to the east along Oswald Road. The actual extent of the project’s study area will be further defined with the PDT. Task 2 involves obtaining all relevant project data either within or inclusive of this study area and development of the project base maps.

2.1 Preliminary Research/Data Collection  
Under this task, existing data and information for the project and project area will be as-
sembled. The types of information collected will include (but not be limited to) GIS data, existing planning and environmental studies, SACOG Regional Plans, County General Plan, Caltrans Transportation Concept Reports, traffic forecasts, previous conceptual design drawings, existing mapping, as built plans, utility maps, record improvement drawings and reports, and existing data including County and Caltrans collision data, right of way information, records maps, title information, utility information, etc. The budget assumes purchasing six (6) preliminary title reports for commercial properties to assist with subsequent boundary resolution tasks.

**Work Products/Actions:** Identify and Assemble Available Study Area Geographic Information Systems (GIS) Data, Planning Studies, Plans, Right of Way Information, Record Maps, Traffic and Accident Data, 6 Preliminary Title Reports, As-Built Plans and Drawings, and other Caltrans documents

### 2.2 Base Mapping

GHD will perform surveys and base mapping necessary for detailed design. Project surveying and mapping will include, but not be limited to mobile LiDAR and aerial photography; setting vertical and horizontal control; detailed topographic surveys; conform elevations and cross-sections; and offsite structures.

Mapping product will be a digital base map with surface, including supplemental digital rectified orthophotograph, all tied to the required datums. Mapping will meet the Caltrans Orders of Survey Accuracy at a scale of 1” = 20’ and a one-foot contour interval. All work under this phase will be performed under the direction of a California Licensed Land Surveyor and in accordance with the Caltrans Survey Manual.

#### 2.2.1 Topographic and Photogrammetric Survey

**Project Survey Control.** GHD will establish a survey control base for the project. The horizontal control survey will be as specified by Caltrans. The vertical control survey will be as specified by Caltrans.

**Aerial Photography.** GHD will set aerial control using Global Positioning System (GPS) methods and a digital level to verify elevations. Control will be tied to establish project control and roadway base lines where possible. GHD will obtain the photography of the project limits and a scalable digital orthophoto of the project will be provided and georeferenced to the project datum. The aerial photography will be combined with the mapping to provide a digital photo base. The base mapping will include:

- Surface data will be sufficient to create a TIN for Civil 3D design
- Surface evidence of storm drain system (ditches, culverts, catch basins, and drop inlets with flow line elevations)
- Surface evidence of utilities
- Power poles, guy wires, and overhead lines
- Fencing and gates
- Street lights, signs, striping, pavement legends, and markings
Mailboxes, driveway, and ramps
Tree locations

**Topographic Field Surveys (Not in Scope).** Topographic field surveys of tie-in areas is not included for the PSR-PDS work. Tie-in areas will need to be surveyed during the PA/ED phase.

**Task 2.3 Boundary and Right of Way Survey**
GHD will research and review record right of way and property maps including deed documents along the project limits. GHD will perform a field survey to locate sufficient monuments of record to resolve and map the record right of way, including adjoining parcels. Based on record and field surveys, GHD will verify and map the existing road right of ways along the areas requiring topographic surveys and mapping, including the adjacent properties. GHD will prepare a right of way and boundary base drawing in AutoCAD format from readily available record information that will include adjacent property owner information such as assessor’s parcel numbers, street address, and current ownership. No monuments will be set. In order to ensure the integrity of the boundary survey for the duration of the project delivery, a Record of Survey will be filed.

**Work Products:** Base Mapping, boundary resolution, record of survey.

**Phase 3: Traffic Safety, Operations & ICE**
While a full traffic operations analysis is not required for a PSR-PDS, the scope assumes GHD will prepare a full PSR-level analysis in order to provide higher quality solutions and recommendations. The increased level of detail and information will improve the quality of the PSR-PDS and facilitate effective decision making.

**3.1 Existing Transportation Conditions**
GHD will use traffic counts, traffic operations analysis, Caltrans collision data, CHP collision data, and field reconnaissance to describe the existing transportation conditions within the project study area. The following traffic and transportation issues will be evaluated:

- **Existing Safety Deficiencies.** Current 3-year collision records in the form of collision summary reports, Statewide Integrated Traffic Records System (SWITRS) reports, Traffic Accident Surveillance and Analysis System (TASAS) Tables, etc. will be reviewed within the study area by roadway segment and at primary study area intersection to identify and discuss current safety deficiencies. The safety analysis will be documented in the form of a technical memorandum for review/comment by the County and Caltrans. Based on agency comments, the safety analysis will be prepared for approval by Caltrans.

- **Existing Traffic Capacity and Level of Service.** Traffic counts will be collected and the existing roadway and intersection LOS will be derived. The existing traffic conditions will be documented in a technical memorandum for review/comment
by the County and Caltrans. Based on agency comments, the existing LOS conditions analysis will be prepared for approval by Caltrans. GHD will collect new intersection turn-movement counts, for the AM and PM peak hour periods, at the following intersections:

- SR99/Lexington Inn & Suites South Driveway
- SR99/Lexington Inn & Suites North Driveway
- SR99/Chevron Truck Stop South Driveway
- SR99/Chevron Truck Stop North Driveway
- SR99/Oswald Road
- SR99/Barry Road
- Oswald Road/S. Walton Avenue
- Oswald Road/Truck Terminal Driveway 250’+/- east of SR99
- Oswald Road/Truck Terminal Driveway 435’+/- east of SR99
- Oswald Road/Truck Terminal Driveway 915’+/- east of SR99
- Oswald Road/Orchard Avenue
- Oswald Road/Railroad Avenue

- Transit/Pedestrian/Bicycle Facilities. Existing transit providers and pedestrian and bicycle facilities along the study corridor will be identified.

**Work Products/Actions:** Existing Transportation Conditions.

### 3.2 Traffic Modeling Forecasts

The regional travel demand model, with adjustments recommended by GHD and the PDT, will be used to derive construction year and design year forecasts. A forecast memorandum will be prepared in draft for review/comment by the County and Caltrans. Based on agency comments, the final forecasts will be prepared for approval by Caltrans.

**Work Products/Actions:** Traffic Forecasts.

### 3.3 Evaluate Construction Year and Design Year Traffic Operations

The “no build” traffic operations conditions will be derived. The alternatives selected for consideration in the PSR-PDS (in other phases in this scope) will be analyzed to determine the delays, LOS, and queues.

**Work Products/Actions:** Construction Year and Design Year Traffic Operations (“No Build” Plus Five “Build” Alternatives).

### 3.4 Intersection Control Evaluation (ICE) Step 1 and Traffic Operations Report

GHD will use the traffic safety and operations analysis developed under this phase, along with preliminary geometric designs and costs estimates developed in other phases in this scope, to complete an ICE Step 1 in accordance with the Caltrans TOPD. The ICE will address:

- Traffic capacity and operational modeling (Traffic Operations Report)
• Safety performance analysis
• Life-cycle economic analysis
• Service-life analysis
• Geometric design
• Costs

**Work Products/Actions:** ICE Step 1 Report.

**Phase 4: Develop Supporting Analysis and Data**
GHD will develop the PDPM identified work products necessary to support a focused need and purpose statement and alternatives development.

**4.1 Existing Study Area Environmental Constraints**
Once the existing documentation and database reviews are completed, “windshield level” field investigations of the project corridor will be conducted. Scoping level information on the following topics will be gathered during the surveys:

- Land use (including existing and future land uses; consistency with state, regional, trial, and local plans; parks and recreation; growth; farmlands; community character and cohesion; relocations; environmental justice issues; and utilities/emergency services/public facilities)
- Visual/aesthetics
- Historic/cultural resources
- Hydrology and floodplains
- Water quality and stormwater runoff
- Geology and soils
- Paleontology
- Hazardous waste/materials (a Phase I Initial Site Assessment (ISA) will be prepared by as part of determining the existing study area environmental constraints; the ISA study will be prepared to identify potential hazardous waste sites and that may have an impact along the study corridor quality within the project limits)
- Air quality, energy and climate change
- Noise and vibration
- Biological resources, section 4(f) properties
- Cumulative impacts
- Opportunities for context sensitive solutions

The draft ISA will be submitted to Caltrans for review and comment. Caltrans comments will be incorporated into a final ISA that will be submitted to the County and Caltrans.

The environmental constraints and conditions data will be used in a subsequent task to develop the PEAR.
Work Products/Actions: Existing Study Area Environmental Constraints and Phase I ISA.

4.2 Site Reconnaissance
Following review of the study area deficiencies and constraints, GHD will coordinate a site investigation with members of the PDT. It is assumed that this site review would occur concurrently with a PDT meeting. The purpose of the site review will be to review the study area in context of the identified deficiencies and constraints and to identify other project features that may otherwise not be noticed and/or other factors that could affect the project.

Work Products/Actions: Conduct Site Reconnaissance.

4.3 Prepare Scoping Tools
GHD will prepare the following documents (identified in Chapter 9 of the PDPM), not already addressed under a separate phase of work elsewhere in this scope, in draft form and submit to the PDT for review/comment. After receipt of comments from the PDT, the following documents will be finalized and provided to the PDT:

- Design Scoping Index
- Transportation Planning Scoping Information Sheet
- PEAR (will be prepared under a separate identified phase elsewhere in this scope)
- Right of Way Component (will be prepared under a separate identified phase elsewhere in this scope)
- Survey Mapping Needs Questionnaire (will be prepared under a separate identified phase elsewhere in this scope)
- Quality Management Plan (will be prepared under a separate identified phase elsewhere in this scope)
- Risk Register
- Division of Engineering Services Scoping Index (not in scope)

Work Products/Actions: Approved Scoping Tools.

Phase 5: Purpose and Need

5.1 Develop Purpose and Need Statement
GHD will prepare a Draft “Purpose and Need” statement for the project. The “Purpose and Need” statement will be developed based on the study area deficiencies and constraints. A memorandum will be prepared that states the project’s “Purpose and Need” and provided to the PDT for review, comment, and input.

Work Products/Actions: Purpose and Need Statement.
Phase 6: Alternatives Development

It is assumed that the PSR-PDS will include the evaluation of five (5) “build” alternatives. The alternatives are assumed as follows:

1. Traditional traffic signal
2. Modern roundabout
3. Michigan left (developed to a lesser level of detail and removed from consideration due to excessive right of way impacts)
4. Jughandle (developed to a lesser level of detail and removed from consideration due to excessive right of way impacts)
5. Full-access interchange (developed to a lesser level of detail and removed from consideration due to excessive right of way impacts)
6. No project

The five “build” alternatives will be developed by the PDT.

6.1 Develop Project Build Alternatives

GHD will prepare PSR-PDS level geometric designs for the “build” alternatives. The geometric designs will be developed in sufficient detail to evaluate costs, design standard issues, right of way impacts, utility impacts, and environmental impacts. MTJ Engineering, subconsultant to GHD, will provide peer review of the modern roundabout geometrics.

**Work Products/Actions:** Alternative Designs.

6.2 Board of Supervisor’s Study Session

GHD will coordinate the preparation of materials (posters and PowerPoint) for a presentation and “study session” at a County Board of Supervisor’s meeting.

Meeting comment cards and other forms of public input will be compiled by GHD and provided to the PDT.

**Work Products/Actions:** Prepare boards and PowerPoint, make presentation at the “study session”.

6.3 Evaluate Project Alternatives

Based on the information developed in previous phases of this scope, the following technical studies, checklist, and evaluations will be completed:

6.3.1 Environmental - Preliminary Environmental Analysis Report (PEAR)

The PEAR is a summary of the specific, critical environmental issues that may affect project approval, programming, scheduling, design considerations, and cost. It includes estimates of the scope, schedule, and costs associated with the subsequent environmental compliance process, and it documents the assumptions and risks used to develop them. It identifies potential environmental issues that will need to be considered to determine the appropriate level of environmental document and anticipated environ-
mental commitments and mitigation measures.

Following completion of the field survey tasks and environmental constraints analysis, GHD will prepare a draft and final PEAR that includes brief discussions of the resource topics also identified for the constraints analysis. The contents of the PEAR will follow the PEAR guidance, and include the following information: Project information, project description, anticipated environmental approval, special environmental considerations, environmental commitments summary, permits and approvals, risks and assumptions, technical summaries, summary statement, disclaimers, and the required attachments for the environmental studies checklist, resource estimates, and schedule. In addition, since this is a PSR-PDS, per the PEAR guidelines, the environmental commitments will include a cost estimate that only includes support costs to complete the project approval and environmental document (PA/ED) phase and will not include capital costs.

**Work Products/Actions:** Draft and Final PEAR.

6.3.2 Design Standards
GHD will reference the Caltrans Design Information Bulletin (DIB) 78 Design Checklist based on the level of detail developed for each build alternative to assist in identifying anticipated non-standard design features that may deviate for the Highway Design Manual (HDM) design standards. The resulting list of anticipated non-standard design features will be documented and discussed with the PDT. Caltrans will identify the likelihood of approval of non-standard features.

**Work Products/Actions:** Identification of Anticipated Non-Standard Design Features.

6.3.3 Structures (Not in Scope)
Assuming that a full-access interchange will be dropped from consideration, a structures cost analysis/memorandum will not be prepared.

6.3.4 Update Traffic Engineering Assessment and Traffic Forecasting, Analysis and Operations (Not in Scope)
The scope assumes sufficient PDT direction will be provided so that the traffic analysis does not need to be updated due to changes in the range of alternatives or features.

6.3.5 Storm water Data Report (SWDR)
Based on the project build alternatives, GHD will prepare the PSR-PDS level SWDR’s. The scope assumes that SWDR’s will be required for one “build” alternative. Draft SWDR’s will be submitted to Caltrans for review/comment. Comments will be incorporated and final SWDR’s will be prepared and submitted.

**Work Products/Actions:** PSR-PDS Level SWDR.

6.3.6 Right of Way
GHD, along with subconsultant, Interwest Consulting Group, Inc., will complete the “Conceptual Cost Estimate – Right of Way Component” for two “build” alternatives.

An acquisition cost worksheet will be prepared by Interwest that will include market data research, a range-level estimate for each alternative, and an estimate of the support costs for each alternative. The estimates will be completed using form 4-EX-8 of the Caltrans’ Right of Way manual. Right of way work products will be submitted to Caltrans Right of Way for review and comment, and then finalized by GHD.

**Work Products/Actions:** Conceptual Cost Estimate - Right of Way Component.

### 6.4 Materials Recommendations
GHD will review available data related to the geologic context for the project area. A screening-level review will be performed and preliminary materials recommendations prepared in draft and final forms. The materials recommendations will include, but not be limited to:

- R-Value
- Corrosively
- Groundwater
- Excavatability
- Embankment construction
- Structural section alternatives

No field excavations or sampling is included in the scope.

**Work Products/Actions:** Preliminary materials recommendations.

### 6.5 Develop Cost Estimates
GHD will develop a PSR-PDS cost estimate for each “build” alternative per the PDPM. GHD, with input from subconsultants, will also develop the estimated support cost that will be needed to complete PA/ED.

**Work Products/Actions:** PSR-PDS Level Capital Cost Estimates and Support Cost Estimates to Complete PA/ED.

### 6.6 Develop Schedules
GHD will develop a schedule for delivery of major milestones of the PA/ED phase.

**Work Products/Actions:** PA/ED Phase Project Schedule.

### 6.7 Project Risks
The risk register will be reviewed at each PDT meeting and updated as the project progresses. GHD will update and the Risk Register will be included in the PSR-PDS.

**Work Products/Actions:** Risk Register.
Phase 7: Project Study Report/Project Development Support (PSR-PDS)

This task consists of preparing the draft and final PSR-PDS. The report preparation sequence will consist of preparing a draft PSR-PDS for review by PDT members; then a draft PSR-PDS for district wide distribution within Caltrans District 3; then a draft final PSR-PDS for final review by the PDT; and then a final PSR-PDS submitted for Caltrans approval. The scope assumes that FHWA oversight is not required.

7.1 First Draft PSR-PDS
GHD will prepare a First Draft PSR-PDS for initial review by the PDT. The First Draft PSR-PDS will, at a minimum, include all work completed in the previous project tasks. Up to fifteen (15) bound copies of the Draft report will be prepared and provided to the PDT for their review and comment.

**Work Products/Actions:** Fifteen (15) Bound Copies of First Draft PSR-PDS and a PDF Copy.

7.2 Review Comments on the First Draft PSR-PDS
Comments received from the PDT will be reviewed and any identified issues or concerns will be addressed.

**Work Products/Actions:** Comments received will be addressed.

7.3 Second Draft PSR-PDS
The second Draft PSR-PDS will incorporate any comments received from the PDT. Up to fifteen (15) bound copies of the Second Draft PSR-PDS will be prepared and provided for review and comment to the PDT and to Caltrans for district-wide and headquarters circulation.

During the Second Draft PSR-PDS review by Caltrans, the scope assumes Caltrans will conduct a joint Safety Review and Constructability Review meeting. GHD will attend the meeting to discuss the project with Caltrans’ functional employees. Comments from the meeting will be summarized and a response will be prepared by GHD. The meeting response to comments will be distributed to the PDT and Caltrans.

**Work Products/Actions:** Fifteen (15) Bound Copies of Second Draft PSR-PDS, Safety/Constructability Review Meeting, Response to Comments from Safety/Constructability Review Meeting.

7.4 Review Comments on the Second Draft PSR-PDS
Comments received on the Second Draft PSR-PDS will be reviewed and any identified issues or concerns will be addressed.

**Work Products/Actions:** Comments received will be addressed.
7.5 3rd Draft PSR-PDS
Upon addressing all comments on the Second Draft PSR-PDS, GHD will then prepare the Third Draft PSR-PDS. Fifteen (15) bound copies of the Third Draft PSR-PDS will be prepared and provided to the PDT and Caltrans for their review and comment.

**Work Products/Actions:** Fifteen (15) bound copies of the Third Draft PSR-PDS

7.6 Final PSR-PDS
The Final PSR-PDS will be prepared upon resolution of all final comments and issues. One (1) copy of the Final PSR-PDS will be submitted to Caltrans for final approval and signatures. It is estimated at this time that GHD will be responsible for the reproduction of up to fifteen (15) bound copies of the approved PSR-PDS.

**Work Products/Actions:** One (1) copy of the Final PSR-PDS submitted for approval then fifteen (15) bound copies of approved PSR-PDS.
## Phase 1: Project Management, Coordination & Documentation

- **Approximate Staff Bill Rates**

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<th>Phase</th>
<th>Task Description</th>
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<td>Kick-Off PDT Meeting</td>
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### Phase 2: Preliminary Research/Data Collection & Base Mapping

- **Approximate Staff Bill Rates**

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<td>2.2</td>
<td>Topographic and Photogrammetric Survey</td>
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<td>2.3</td>
<td>Boundary and Right of Way Survey</td>
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### Phase 3: Traffic Safety, Operations & ICE

- **Approximate Staff Bill Rates**

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<td>Evaluate Construction Year and Design Year Traffic Ops</td>
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<td>ICE Step 1 &amp; Traffic Operations Report</td>
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### Phase 4: Develop Supporting Analysis and Data

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<td>Prepare Scoping Tools</td>
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### Phase 5: Purpose and Need

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### Phase 6: Alternatives Development

- **Approximate Staff Bill Rates**

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### Phase 7: PSR-PDS

- **Approximate Staff Bill Rates**

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### Phase 8: DIRECT COSTS

- **Approximate Staff Bill Rates**

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<td>Environmental Data Resources Report</td>
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<td>BOS Meeting Materials (boards and printing)</td>
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<td>Traffic Counts</td>
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<td>Prelim. Title Reports (6 each)</td>
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### TOTAL DIRECT COSTS

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<tbody>
<tr>
<td>TOTAL</td>
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### Notes:

1. Approximate staff bill rates are shown for budget purposes. Invoicing will be based on the actual bill rates for the employees that perform the work.
2. A 5% markup will be added to all direct costs and subconsultant costs.
3. Shifting budget between phases and tasks will be permitted based on actual project needs.
## Development Services Department

### FY 2018-19 Budget Amendment

**Road - 0003-3100**

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<th>Fund</th>
<th>Department</th>
<th>Account Name</th>
<th>Number</th>
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Attachment: Budget Amendment  (1114 : SR99/Oswald Rd PID Consultant Award)
To: Public Works/Support Services Committee
From: Neal Hay, Director of Development Services
Department: Development Services
Subject: Authorize the Chairman to sign Grant Deeds to the County establishing a library parcel and a multi-family parcel and adopt a resolution authorizing the Director of Development Services to accept and record said deeds with the County Recorder

Recommendation

It is recommended that the Public Works/Support Services Committee recommends the Board of Supervisors:

1. Authorizes the Chairman to sign Grant Deeds to the County establishing a Library Parcel and a Multi-Family Parcel; and,
2. Adopts a resolution authorizing the Director of Development Services to accept and record said deeds with the County Recorder.

Background

In 1927, the County acquired a 2.2-acre parcel from Cora E. Rankin located at the southeast corner of Clark Avenue and Forbes Avenue. However, at the time of this acquisition, Forbes Avenue did not exist between Cooper Avenue and Clark Avenue. In 1942, a portion of the 2.2-acre parcel was dedicated as a right-of-way easement to the City to create the initial 40-foot width of Forbes Avenue right-of-way. In 1969, the Board dedicated an additional 10 feet of right-of-way easement to the City of Yuba City in order to accommodate sidewalk and curb & gutter improvements for the anticipation of the new County Library to be completed by 1972.

Discussion

The County Library has been located on this parcel since 1972 with a large multi-family structure on the same parcel. The County desires to create two separate parcels so a lease can be established for the multi-family structure. In order to lease as much land around the building as possible, the Subdivision Map Act [Government Code Section 66424 et seq.] requires that the lease be coterminous with a separate legal parcel. The proposed line dividing the Library Parcel and the Multi-Family Parcel must be no closer than 10 feet from the easterly outside wall of the Library based on the County Zoning Code. The attached draft deeds show that Library Parcel will contain 1.369 gross acres, but contain 1.357 net acres, which excludes the dedicated right-of-way to the City. Likewise, the Multi-Family Parcel will contain 0.531 gross acres, but contain 0.498 net acres, which excludes the dedicated right-of-way to the City.
Prior Board Action

Authorized and accepted the building of the County Library which was completed by 1972.

August 4, 1969: Dedicated an additional 10 feet of right-of-way to the city of Yuba City.

September 14, 1942: Dedicated a right-of-way easement to the city of Yuba City creating the original Forbes Avenue.

March 21, 1927: Purchased and accepted the 2.2-acre parcel from Cora E. Rankin.

Board Alternatives

No viable alternative recommendations are available.

Other Department and/or Agency Involvement

The General Services Department is involved in the building and grounds maintenance.

Action Following Approval

After completing the certificate of acceptance, the deeds will be sent to the office of the County Recorder for final processing and recording.

Fiscal Impact

There is no impact to the General Fund. The cost to process and record the deed documents will be minimal and is included in the Adopted FY 2018-19 Budget (1-920) Engineering Services.

Countywide Goals & Top Priorities Compliance

This recommended action is consistent with the following countywide goals:

• Goal A: Provide local government leadership which is open, responsive, ethical, inclusive, and transparent, while recognizing and respecting legitimate differences of opinion.

• Goal B: Operate County government in a fiscally and managerially responsible manner to ensure Sutter County remains a viable and sustainable community to live, work, recreate, and raise a family.

Respectfully Submitted,

s/ Neal Hay
Director of Development Services

Attachments:
1. Resolution
2. Grant Deed for Library Parcel
3. Grant Deed for Multi-Family Parcel
BEFORE THE BOARD OF SUPERVISORS
COUNTY OF SUTTER, STATE OF CALIFORNIA

RESOLUTION OF THE BOARD OF SUPERVISORS ACCEPTING 2 GRANT DEEDS TO ESTABLISH A LIBRARY PARCEL AND A MULTI-FAMILY PARCEL

WHEREAS, the County of Sutter purchased a parcel the southeast corner of the intersection of Clark Avenue and Forbes Avenue by deed dated March 21, 1927; and

WHEREAS, the County Library has been located on this parcel since 1972 with a large multi-family structure on the same parcel; and

WHEREAS, each building serves a separate function which requires separate parcels; and

WHEREAS, the Board of Supervisors of the County of Sutter finds that it is in the public interest to establish a Library Parcel deed and a Multi-Family Parcel deed and direct their recordation.

NOW, THEREFORE, BE IT RESOLVED that the Director of Development Services be, and is hereby, authorized and directed to accept and record said Grant Deeds on behalf of the County of Sutter.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sutter, State of California, this _____ day of ________________, 2018, by the following vote:

AYES: 
NOES: 
ABSENT: 

__________________________
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

__________________________
COUNTY CLERK
AFTER RECORDING RETURN TO:

Sutter County Development Services
1130 Civic Center Blvd., Suite C
Yuba City, CA  95993

GRANT DEED

A.P. NO.  Por. of 52-211-001
DOCUMENTARY TRANSFER TAX $ 0.00 R&T 11922
( ) Computed on full value of property conveyed, or
( ) Computed on full value less liens and encumbrances remaining thereon at time of sale.
( ) Unincorporated area  (X) City of Yuba City

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE COUNTY OF SUTTER, a political subdivision of the State of California,

Hereby GRANT(S) to THE COUNTY OF SUTTER, a political subdivision of the State of California, for any and all public uses, the following described real property in the County of Sutter, State of California:

DESCRIPTION ATTACHED HERETO AS EXHIBIT “A” AND MADE A PART HEREOF.

DATED: ______________________

COUNTY OF SUTTER

By: _________________________________
CHAIRMAN, BOARD OF SUPERVISORS

STATE OF CALIFORNIA
COUNTY OF SUTTER
On __________, 20__, before me, ________________, a notary public, personally appeared ____________

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal.

Signature ____________________________________________
EXHIBIT “A”
Library Parcel

All that portion of that certain parcel as described in the deed from Cora E. Rankin to The County of Sutter, a body politic of the State of California dated and recorded March 21, 1927 in Book 88 of Deeds at page 349, Sutter County records, and being located within the New Helvetia Rancho in Township 15 North, Range 3 East, MDB&M, and shown on that certain record of survey filed in the Office of the Sutter County Recorder July 15, 1969 in Book 10 of Record of Surveys at page 25 and being described as follows:

Commencing at the North Quarter Corner of Section 22 as shown on said Record of Survey and thence South 2°30’41” East along the West line of the New Helvetia Rancho a distance of 1540.11 feet to the Southwest Corner of said Rankin to County parcel and being the TRUE POINT OF BEGINNING; thence South 88°34’51” East along the south line of said Rankin to County parcel a distance of 342.90 feet; thence leaving said line North 2°03’33” West a distance of 46.95 feet; thence North 72°42’36” West a distance of 33.67 feet; thence North 5°41’42” East on a line easterly of parallel with and ten (10) feet measured at right angles to the east outside wall of the Library building a distance of 114.57 feet to the original southerly line of Forbes Avenue as shown on said record of survey; thence North 84°19’29” West along the aforesaid line a distance of 330.51 feet to the west line of said Rancho; thence South 2°30’41” East a distance of 195.31 feet to the point of beginning and containing 1.369 Acres of land.

TOGETHER WITH an access easement, twenty-five (25) feet wide, the southerly line of which is described as follow:

Commencing at the southwest corner of said Rankin to County parcel thence South 88°34’51” East along the south line of said Rankin to County parcel a distance of 342.90 feet to the TRUE POINT OF BEGINNING; thence South 88°34’51” East along the south line of said Rankin to County parcel a distance of 123.73 to the westerly line of Cooper Avenue.

A plat labeled “Exhibit B” depicting the hereinabove described real property is attached hereto and made a part hereof.

End of Description
AFTER RECORDING RETURN TO:

Sutter County Development Services
1130 Civic Center Blvd., Suite C
Yuba City, CA 95993

SPACE ABOVE FOR RECORDER’S USE ONLY

GRANT DEED

A.P. NO. Por. of 52-211-001
DOCUMENTARY TRANSFER TAX $0.00 R&T 11922
( ) Computed on full value of property conveyed, or
( ) Computed on full value less liens and encumbrances
remaining thereon at time of sale.
( ) Unincorporated area (X) City of Yuba City

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE COUNTY OF SUTTER, a political subdivision of the State of California,

Hereby GRANT(S) to THE COUNTY OF SUTTER, a political subdivision of the State of California, for any and all public uses, the following described real property in the County of Sutter, State of California:

DESCRIPTION ATTACHED HERETO AS EXHIBIT “A” AND MADE A PART HEREOF.

DATED: ______________________

COUNTY OF SUTTER

By: __________________________
CHAIRMAN, BOARD OF SUPERVISORS

STATE OF CALIFORNIA
COUNTY OF SUTTER
On __________, 20__, before me, ____________
A notary public, personally appeared ____________

who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/
their signature(s) on the instrument the person(s) or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State
of California that the foregoing paragraph is true and correct.
Witness my hand and official seal.

Signature __________________________
EXHIBIT “A”
Multi-Family Parcel

All that portion of that certain parcel as described in the deed from Cora E. Rankin to The County of Sutter, a body politic of the State of California dated and recorded March 21, 1927 in Book 88 of Deeds at page 349, Sutter County records, and being located within the New Helvetia Rancho in Township 15 North, Range 3 East, MDB&M, and shown on that certain record of survey filed in the Office of the Sutter County Recorder July 15, 1969 in Book 10 of Record of Surveys at page 25 and being described as follows:

Commencing at the North Quarter Corner of Section 22 as shown on said Record of Survey and thence South 2°30’41” East along the West line of the New Helvetia Rancho a distance of 1540.11 feet to the Southwest Corner of said Rankin to County parcel; thence South 88°34’51” East along the south line of said Rankin to County parcel a distance of 342.90 feet to the TRUE POINT OF BEGINNING; thence leaving said line North 2°03’33” West a distance of 46.95 feet; thence North 72°42’36” West a distance of 33.67 feet; thence North 5°41’42” East on a line easterly of parallel with and ten (10) feet measured at right angles to the east outside wall of the Library building a distance of 114.57 feet to the original southerly line of Forbes Avenue as shown on said record of survey; thence South 84°19’29” East along the aforesaid line a distance of 139.90 feet to Cooper Avenue; thence South 2°28’49” East along Cooper Avenue a distance of 160.31 feet to the south line of said Rankin to County parcel; thence North 88°34’51” West a distance of 123.73 feet to the point of beginning and containing 0.531 Acres of land.

SUBJECT TO an access easement described as the southerly twenty-five (25) feet of the herein described Multi-Family Parcel.

A plat labeled “Exhibit B” depicting the hereinabove described real property is attached hereto and made a part hereof.

End of Description

09-10-2018
To: Public Works/Support Services Committee  
From: Neal Hay, Director of Development Services  
Department: Development Services  
Subject: Authorize the Board Chair to sign a Quitclaim Deed to City of Yuba City for a portion of Forbes Avenue adjacent to the County Library

Recommendation

It is recommended that the Public Works/Support Services Committee recommends the Board of Supervisors authorizes the Board Chair to sign a Quitclaim Deed to the City of Yuba City for a portion of Forbes Avenue adjacent to the County Library.

Background

In 1927, the County acquired a 2.2-acre parcel from Cora E. Rankin located at the southeast corner of Clark Avenue and Forbes Avenue. At the time of this acquisition, Forbes Avenue did not exist between Cooper Avenue and Clark Avenue. In 1942, a portion of the 2.2-acre parcel was dedicated to the City to create the initial 40-foot width of Forbes Avenue right-of-way. In 1969, the Board dedicated an additional 10 feet of right-of-way to the City in order to accommodate sidewalk as well as curb & gutter improvements for the anticipation of the new County Library to be completed by 1972.

Discussion

Since the first dedication in 1942 to the City is entirely within the street pavement area, it would be appropriate for the County to remove any fee ownership and thereby reducing the County’s liability for this area. The area of Quitclaim deed is limited to this first dedicated portion.

Prior Board Action

August 4, 1969: Dedicated an additional 10 feet of right-of-way to the City.  
September 14, 1942: Dedicated a right-of-way easement to the City creating the original Forbes Avenue.  
March 21, 1927: Accepted the 2.2-acre parcel from Cora E. Rankin.

Board Alternatives

No viable alternative recommendations are available.
**Other Department and/or Agency Involvement**

The City of Yuba City will be the recipient of the Quitclaim Deed.

**Action Following Approval**

The executed Quitclaim deed will be given to the City of Yuba City for further processing and recording.

**Fiscal Impact**

There is no impact to the General Fund. The cost of processing the Quitclaim Deed will be minimal and is included in the Adopted FY 2018-19 Budget (1-920) Engineering Services.

**Countywide Goals & Top Priorities Compliance**

This recommended action is consistent with the following countywide goals:

- Goal A: Provide local government leadership which is open, responsive, ethical, inclusive, and transparent, while recognizing and respecting legitimate differences of opinion, and
- Goal B: Operate County government in a fiscally and managerially responsible manner to ensure Sutter County remains a viable and sustainable community to live, work, recreate, and raise a family.

Respectfully Submitted,

s/ Neal Hay

Director of Development Services

**Attachments:**

1. Quitclaim Deed to Yuba City
AFTER RECORDING RETURN TO:

City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

QUITCLAIM DEED

A.P. NO. NONE

DOCUMENTARY TRANSFER TAX $0.00 R&T 11922

( ) Computed on full value of property conveyed, or
( ) Computed on full value less liens and encumbrances remaining thereon at time of sale.
( ) Unincorporated area (X) City of Yuba City

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE COUNTY OF SUTTER, a political subdivision,

Hereby REMISE(S), RELEASE(S), AND FOREVER QUITCLAIM(S) to THE CITY OF YUBA CITY, a Municipal Corporation, and its assigns, any and all properties which may be appurtenant to the following described real property in the City of Yuba City, County of Sutter, State of California described as follows, to wit:

DESCRIPTION ATTACHED HERETO AS EXHIBIT “A” AND MADE A PART HEREOF.

DATED: ____________________________

COUNTY OF SUTTER,
A POLITICAL SUBDIVISION

BY: ____________________________

CHAIRMAN OF BOARD OF SUPERVISORS

STATE OF CALIFORNIA
COUNTY OF SUTTER
On ____________, 20__, before me, ________________
A notary public, personally appeared ________________
who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/ their signature(s) on the instrument the person(s),or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature ____________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
EXHIBIT “A”

All that portion of that certain parcel as described in the deed from Cora E. Rankin to The County of Sutter, a body politic of the State of California dated and recorded March 21, 1927 in Book 88 of Deeds at page 349, Sutter County records, and being located within the New Helvetia Rancho in Township 15 North, Range 3 East, MDB&M, and shown on that certain record of survey filed in the Office of the Sutter County Recorder July 15, 1969 in Book 10 of Record of Surveys at page 25 lying northerly of the southerly line of Forbes Avenue as depicted on said record of survey, and being that same area dedicated as a right-of-way easement from the County of Sutter to the City of Yuba City of record in Book 159 of Official Records at page 233, Sutter County Records.

A plat labeled “Exhibit B” depicting the hereinabove described real property is attached hereto and made a part hereof.

End of Description

09-10-2018
PUBLIC WORKS/SUPPORT SERVICES COMMITTEE
Standing Committee Staff Report

To: Public Works/Support Services Committee

From: Neal Hay, Director of Development Services

Department: Development Services

Subject: Award an Independent Contractor Agreement to Innovative Hydrology in the amount of $64,337.88 for the modernization of the Sutter County river gauge flood monitoring network, authorize the Director of Development Services to execute all contract documents, and authorize a Budget Amendment in the amount of $75,000 to the FY 2018-19 Adopted Budget (4/5 vote required)

Recommendation

It is recommended that the Public Works/Support Services Committee recommends the Sutter County Water Agency Board of Directors:

1. Awards an Independent Contractor Agreement for the modernization of the Sutter County River Gauge Flood Monitoring Network Project in the amount of $64,337.88 to Innovative Hydrology; and,

2. Authorizes the Director of Development Services, or designee, to execute the contract and all documents related to the administration of the contract in accordance with the provisions of the County Purchasing Guidelines and Public Contract Code; and,

3. Authorizes the Director of Development Services, or designee, to authorize Agreement Amendments not exceeding $10,000; and,

4. Authorizes a FY2018-19 Budget Amendment in the amount of $75,000 within Fund (0-320) Sutter County Water Agency. (4/5 vote required)

Background

Sutter County operates a network of five river level and precipitation gauges that transmits data to the Geostationary Operational Environmental Satellite (GOES) system. The five monitoring stations were installed by Sutter County after the slow rise flood emergency event that occurred within the County in 1997. The equipment that was installed requires ongoing maintenance and regular component replacement (typically 10-15 years). Absence of maintenance could render the stations ineffective in providing County officials adequate warning of impending flood danger from either the Sacramento River or Feather River.

Since 1997, Innovative Hydrology, Inc. has helped maintain the Sutter County flood monitoring network,
making sure the network is in operational condition prior to each winter. Over the past two winters (2016/2017 and 2017/2018), the network has been neglected due to non-renewal of maintenance contract. Over this period, the network has fallen into disrepair and needs to be restored or replaced.

In May 2018, the new Office of Emergency Management (OEM) Manager contacted Innovative Hydrology Inc., the consultant who assembled and subsequently maintained the flood monitoring network, and asked them to perform an evaluation of the network. During the evaluation, it was found that all five monitoring stations were either damaged or non-operational. The network components were found to be close to, or have reached, the end of their useful life. The newest existing equipment is approaching eight years of operation, while some sensors have been in operation for 20 years.

**Discussion**

Both OEM and Development Services have met with Innovative Hydrology, Inc. to evaluate the next steps to ensure the flood monitoring network can be operational prior to the upcoming flood season. It has been determined that the most cost-effective measure would be to modernize the entire network. This will involve replacement and modernization of a total of four sites along the Feather and Sacramento Rivers. Those sites are the Meridian Pump Station, Byron Jackson Pump Station, Feather River at Live Oak, and the Sutter Bypass at Long Bridge. The County does have a station at Boyd's Landing however, since the initial installation of this gauge, the Department of Water Resources (DWR) has also installed monitoring equipment at this location and the County gauge is no longer needed.

Due to the condition of the existing equipment, it is recommended that the entire network at the four monitoring stations be replaced prior to the upcoming flood season.

The recommended agreement includes internet-based software necessary for monitoring the system.

The recommended budget amendment utilizes fund balance within Fund (0-320) Sutter County Water Agency for this contract. Fund Balance as of July 1, 2018 is $208,547. The $75,000 covers the contract of $64,338 and allows $10,662 for contingency. Subsequent years maintenance of the monitoring systems will be budgeted in the OEM budget unit (2-401).

**Prior Board Action**


**Section 16-050 Waiver**

Pursuant to the provisions of Section 16-050 of the Sutter County Ordinance Code, the Board of Supervisors may waive the requirement of either a request for proposal (RFP) or notice, advertisement, and competitive bidding if it determines, in the exercise of its discretion, that the purchase may be made without such requirements. As Innovative Hydrology, Inc. has previously assisted the County with the maintenance of the network, is very familiar with the County's critical drainage facilities, and with the upcoming winter storm season approaching, it would be advantageous for the County to waive this requirement.

**Board Alternatives**

Various alternatives were considered; however, the recommended action best serves the County in proceeding with the project. The Board may choose to delay the contracting of the installation of the modernized flood monitoring network, but it will increase the cost and leave County officials with inadequate warning of impending flood danger from either the Sacramento River or Feather River.

**Other Department and/or Agency Involvement**

The Office of Emergency Management and the Department of Development Services has been working together in reviewing the proposed scope of work.
**Action Following Approval**

The Department will provide the agreement to Innovative Hydrology, Inc. for execution and will manage the contract.

**Fiscal Impact**

There is no impact to the General Fund. The attached budget amendment uses fund balance within Fund (0-320) Sutter County Water Agency to increase Professional/Specialized Services (52180) and Cancellation of Obligated Fund Balance (49995).

**Countywide Goals & Top Priorities Compliance**

The recommended improvements to these facilities supports the following countywide goals:

- Goal C: Maintain strong commitment to public safety (including Law Enforcement, District Attorney, Public Defender, Probation, Fire, Emergency Management, and related services).
- Goal E: Provide and enhance public infrastructure, including essential water, wastewater, other utilities, transportation systems (including “Farm to Market” roads), and achieve best possible flood protection for entire County region, including upgrading necessary levees to obtain reasonable flood insurance coverage for all residents, businesses, and property owners.

Respectfully Submitted,

s/ Neal Hay

Director of Development Services

**Attachments:**

1. Independent Contractor Agreement
2. Budget Amendment
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this _________ day of ________________, 2018, by and between Sutter County, a political subdivision of the State of California ("County"), and Innovative Hydrology, Inc. ("Consultant").

RECITALS:

A. County has determined that it is desirable to retain Consultant to provide a modernization of the County's river gauge flood monitoring network; and

B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Consultant to perform all the professional services described in Exhibit “A” which is attached hereto as Exhibit A and incorporated herein by this reference which shall include GOES data collection platforms with radar level sensors; GOES data collection platform with bubbler; configuration of equipment with data loggers, radios, antennas, and satellites; software; and annual maintenance and support. ("Services").

2. Term. Services under this Agreement shall commence on October 15, 2018, and shall continue until November 30, 2018, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

   A. The compensation to be paid by County to Consultant for the professional services described in Exhibit “A” shall be the Fixed price set forth in Exhibit “B” which is attached hereto and incorporated herein by this reference.

   B. To the extent that Consultant is entitled to reimbursement for travel,
meals, and lodging, such reimbursement shall be subject to the prior approval of
the County Purchasing Agent or authorized deputy and shall be reimbursed in
accordance with the County’s Travel and Business Expense Policy.

C. The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed Sixty-Four Thousand, Three Hundred Thirty-Seven and 88/100 dollars ($64,337.88). The County shall make no payment to Consultant in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Consultant agrees to testify at County’s request if litigation is brought against County in connection with Consultant’s work. Unless the action is brought by Consultant or is based upon Consultant’s negligence or intentional tortious conduct, County will compensate Consultant for the testimony at Consultant’s hourly rate as provided in Exhibit “B”.

4. Invoice and Payments. Consultant shall submit invoices for services rendered during the preceding month. Consultant shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

Neal Hay, Director
1130 Civic Center Blvd.
Yuba City, California 95993
Telephone: 530-822-7400

If to Consultant:

Matt Heggli
2280 Grass Valley Highway #211
Auburn, California 95603
Telephone: 530-885-8858

Notice shall be effective upon receipt.
6. **Independent Contractor.**

   A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Consultant herein. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Consultant's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

   B. In the event that the Consultant's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Consultant agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

7. **Authority of Consultant.** It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Consultant.

8. **Subcontracting and Assignment.** Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. **Ownership of Work Product.** All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Consultant, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Consultant may retain copies for its files and internal use, however, Consultant shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work
for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant’s negligence, recklessness, or willful misconduct.

11. **Insurance.** Without limiting Consultant’s indemnification of the County, Consultant shall provide and maintain at its own expense and keep in force during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Workers’ Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer’s Liability insurance on an “occurrence” basis with a limit of not less than $1,000,000.

Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of $1,000,000 covering bodily injury and property damage; General Aggregate limit of $2,000,000; Products and Completed Operations Aggregate limit of $2,000,000 and Personal & Advertising Injury limit of $2,000,000, written on an occurrence form.

Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage liability.
Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than $1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Sutter County for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Consultant’s start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, Consultant shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, Consultant shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, Consultant shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

(i) Name Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers’ Compensation and Professional Liability.

(ii) Be primary and non-contributory with respect to all obligations assumed by Consultant pursuant to this Agreement or any other services provided. Any insurance carried by Sutter County shall not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

(iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available “Best’s Insurance Guide.”

(iv) Include a severability of interest clause and cross-liability coverage where Sutter County is an additional insured.

(v) Provide a waiver of subrogation in favor of Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.
(vi) Provide defense in addition to limits of liability.

Upon execution of this Agreement and each extension of the Term thereafter, Consultant shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Sutter County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) Sutter County’s additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers’ compensation and professional liability policies. Consultant shall also furnish Sutter County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to Sutter County’s address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by the County of Sutter before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as Sutter County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.


A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Consultant’s qualifications to perform these services in a professional manner; and agrees that County’s full or partial acceptance of any work does not release Consultant from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Consultant shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.
13. **Responsibility of Consultant.**

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Consultant shall coordinate the activities of all sub-consultants and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Consultant of any defect in Consultant's performance.

14. **Audit.** The following audit requirements apply from the effective date of this Agreement until three years after County’s final payment:

A. Consultant shall allow County’s authorized representatives reasonable access during normal business hours to inspect, audit, and copy Consultant’s records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. ‘Records’ includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Consultant shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. **Publication of Documents and Data.** Consultant may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Consultant.

16. **Employment Practices.** Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. **Termination.** Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent, or an authorized deputy, this Agreement shall automatically terminate on the date that...
the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000) for personal services contracts or forty-five thousand dollars ($45,000) for public works contracts.

18. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

19. **Compliance With Law.** Consultant shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. **Prevailing Wages.** To the extent that any of the work performed under this Agreement is a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Consultant shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws. In the event Consultant fails to do so, Consultant shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. **Conflict With Laws or Regulations/Severability.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. **Amendments.** Any amendments to this Agreement shall be in writing and executed by both parties.
25. **Entire Agreement.** This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Consultant and supersedes all prior oral and written agreements and communications.

26. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. **Construction.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF SUTTER

By: __________________________
Neal Hay, P.E.
Director of Development Services

CONSULTANT

By: __________________________
Authorized Representative
Title: __________________________

APPROVED AS TO FORM:

By: __________________________
William J. Vanasek
Assistant County Counsel, Sutter County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
EXHIBIT A
Scope of Work
# Estimate

**Innovative Hydrology, Inc.**  
2280 Grass Valley Hwy #211  
Auburn, CA 95603  
2542898414

## Name / Address

| County of Sutter  
| Attn: Brenna Howell  
| P.O. Box 1555  
| Yuba City, CA 95992 |

## Description

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<th>Description</th>
<th>Qty</th>
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| GOES Data Collection Platform with Radar water level sensor  
- Feather River at Live Oak-  
- Bypass at Long Bridge  
- Meridian Pump Station | 3 | 6,950.00 | 20,850.00 |
| GOES Data Collection Platform with Bubbler  
- Byron Jackson Pump Station | 1 | 9,500.00 | 9,500.00 |
| Order, Receive and test equipment | 48 | 110.00 | 5,280.00 |
| Configuration, Integration, Installation Radar, Data logger, GOES Radio, GOES antenna, GPS and wiring at all stations | 24 | 110.00 | 2,640.00 |
| Mileage Associated with Procurement, Configuration, Integration and Installation | 450 | 0.50 | 225.00 |
| Annual Maintenance and Support for Stations and Web Software. Includes two station visits per year, phone support and software upgrades  
- 1st visit will occur following the wet season to remove the equipment from Long bridge. Help prevent vandalism  
- 2nd visit will occur in the late fall to evaluate the conditions of the stations prior to the wet season. Also will include assembly of Longbridge  
- Monthly station evaluation reports will be provided between December and May  
- Upgrades and phone support for WXVisual Web software | 1 | 5,700.00 | 5,700.00 |
| Single Server License of WXVisual Web Visualization Software and Decode. Includes  
- Remote Installation and Configuration | 1 | 13,000.00 | 13,000.00 |
| Hydromet Network Operation Manual | 1 | 4,000.00 | 4,000.00 |
| Sales Tax | 7.25% | | 3,142.88 |

**Total**  
$64,337.88

www.innovativehydrology.com  
emilie.taylor@innovativehydrology.com
EXHIBIT B

Fee Schedule
To: Sutter County Emergency Services

Whom it may concern:

The rate for Innovative Hydrology personnel providing service for preparation, integration and installation of GOES Data Collection Platforms for real-time monitoring is $110 per hour.

Matt Heggli
Water Information System Specialist
Innovative Hydrology, Inc
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To: Public Works/Support Services Committee
From: Neal Hay, Director of Development Services
Department: Development Services
Subject: Authorize an Encroachment Permit fee waiver in the amount of $400 for the Department of Water Resources Culvert Pipe Replacement Project

Recommendation

It is recommended that the Public Works/Support Services Committee recommends that the Board of Supervisors authorizes the County Road Commissioner to waive the $400 Encroachment Permit Fee for the Department of Water Resources (DWR), for their McClatchey Road drainage ditch culvert pipe replacement project.

Background

The 30" diameter corrugated metal pipe drainage culvert pipe has failed under McClatchey Road, near the Sutter Bypass, and needs to be replaced. DWR will be replacing the 30" diameter pipe with a 5-foot wide x 3-foot deep precast concrete box culvert at the same location.

The project will close a portion of McClatchey Road while the project is under construction. To accomplish the work, DWR is required to obtain an Encroachment Permit since their work will excavate through McClatchey Road.

Discussion

The Department’s current fee structure for an Encroachment Permit does not include a mechanism for a fee waiver, or a fee refund, for a non-residential applicant.

Prior Board Action

November 22, 2011: Adoption of Third Annual County-wide Fee Review and Update

Board Alternatives

The Board may decide not to waive the permit fee from DWR.
Other Department and/or Agency Involvement

DWR received an Encroachment Permit and will manage their construction project which will impact the County road.

Action Following Approval

The Department will waive the Encroachment Permit fee of $400.

Fiscal Impact

There is no General Fund impact. The Department’s Road Engineering Project Permits revenue account (3100-44-42156) includes sufficient reserves to address the fee waiver in the Adopted FY2018-19 Budget.

Countywide Goals & Top Priorities Compliance

The recommended action addresses the following countywide goals:

- Goal A: Provide local government leadership which is open, responsive, ethical, inclusive, and transparent, while recognizing and respecting legitimate differences of opinion.

- Goal E: Provide and enhance public infrastructure, including essential water, wastewater, other utilities, transportation systems (including “Farm to Market” roads), and achieve best possible flood protection for entire County region, including upgrading necessary levees to obtain reasonable flood insurance coverage for all residents, businesses, and property owners.

Respectfully Submitted,

S/ Neal Hay
Director of Development Services

Attachments:

1. Site Map
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.
To: Public Works/Support Services Committee  
From: Neal Hay, Director of Development Services  
Department: Development Services  
Subject: Authorize Construction Change Orders 3 and 4 with AFM Environmental, Inc., in the amount of $16,025 for the 850 Gray Avenue Hazardous Material Abatement Project  

Recommendation

It is recommended that the Public Works/Support Services Committee recommends that the Board of Supervisors:

1. Authorizes Construction Change Orders 3 and 4 with the prime contractor, AFM Environmental, Inc., totaling $16,025; and,

2. Authorizes the Board Chair to execute Construction Change Orders 3 and 4.

Background

The Health and Human Services Department intends to consolidate and relocate the majority of its staff and public services to the building property located at 850 Gray Avenue in Yuba City CA. The existing 84,179 square foot facility will require modifications to the building’s interior, electrical, mechanical and plumbing systems. Additionally, the building’s exterior, entrance and parking areas will require modifications to meet current zoning and building requirements.

As part of the County’s Due Diligence prior to execution of the building lease, the County utilized a consultant to inspect and identify the existing building for hazardous materials, since the building was constructed in the mid-1970’s. The consultant provided the County with a detailed report of expected chemical substances used in construction materials at the time that require removal and mitigation prior to the anticipated tenant improvements.

The Department solicited bids for the material removal as well as other identified demolition, and a contract was awarded by the Board on June 26, 2018.

Discussion

Work on the project began in July 2018, and since that time the Department has approved Change Orders 1 and 2, totaling $9,600. The existing change orders were authorized and executed by the Director of Development Services under his authority through the State Public Contract Code.
demolition within the building continues, additional discrepancies between the bid documents and actual building systems are being discovered that should be corrected and consequently, increase the value of the contract. Construction Change Orders 3 and 4 address removal and disposal of asbestos containing materials under partition walls, and removal and disposal of additional gypsum board (drywall) installed above the suspended ceiling over a portion of the north-west corner of the building.

Prior Board Action

June 26, 2018: Awarded a construction contract to AFM Environmental, Inc.; Authorized the Director of Development Services to execute the Contract Agreement; and Authorized a Budget Amendment for the FY2017-18 Budget.

June 26, 2018: Approved a Budget Amendment to the FY 2017-18 Adopted Budget for non-capital expenditures of 850 Gray Ave and reclassification of the capital asset budget into Professional/Specialized Services.

February 27, 2018: Awarded an Independent Contractor Agreement with KNN Public Finance, LLC for Financial Advisory Services for Facilities Consolidation, Authorization for the County Administrator to sign the agreement, and Approved a Budget Amendment to the FY 2017-18 Adopted Budget.

January 23, 2018: Adoption of Plans and Specifications and Authorize the Solicitation of Bids for the Hazardous Material Abatement for the building located at 850 Gray Avenue, Yuba City

December 19, 2017: Awarded an Independent Contractor Agreement for Design Services for the property located at 850 Gray Avenue; Authorized the Interim Director of Development Services to execute the Contract Agreements; Authorized a Budget Amendment to the FY2017-18 Budget

July 11, 2017: Authorize the Solicitation of Consultant Design Services for Tenant Improvements for the building located at 850 Gray Avenue, Yuba City

June 27, 2017: Approval of a contract for purchase of leasehold interest of 850 Gray Avenue, Yuba City CA. Approval of a Budget Amendment in the amount of $2.5M to the Capital Projects Fund (0016) for the use in the Human Services Building (1-806) budget unit.

Board Alternatives

No viable alternative recommendations are available. The existing conditions encountered during construction must be addressed to continue the hazardous material abatement project.

Other Department and/or Agency Involvement

The Department continues to coordinate with the Health and Human Services Department regarding the facility improvement project as a whole.

Action Following Approval

The Department will issue the formal Construction Change Order and continue to manage the project.

Fiscal Impact

This project (C171806001) is an ongoing project within the Capital Project Fund (0016), budget unit (1-806).

On June 27, 2017, a FY 2016-17 Budget Amendment transferred $2,500,000 to the Capital Projects Fund (0016). Of the transferred amount $1,186,788 was required to purchase the leasehold interest in the property. On December 19, 2017, a Budget Amendment transferred $1,288,000 to the Capital Asset - Structure & Improvement expense account from Committed Fund Balance - Capital Project - Human Services (#31268). On June 26, 2018, a Budget Amendment was approved to increase account 52180,
Professional/Specialized Services and to increase account 49995, Cancellation of Fund Balance (#31268), in the amount of $354,532. Additionally, on June 26, 2018, a budget amendment was approved to provide for non-capital expenditures (rent, utilities, etc.).

To date, $1,607,082 has been expended on this project for the capital and non-capital expenses. All funding has come from Development Impact Fees Health/SS (0103) and Local H&W Trust - Social Services (0248).

**Countywide Goals & Top Priorities Compliance**

Work accomplished at this facility in preparation for the tenant improvements supports the following countywide goals and top priorities:

- **Goal G**: Reduce number of County facilities and ensure that all buildings are maintained at high standards to “lead by example” for other governmental agencies and private sector companies to emulate.

- **Priority #5**: Complete comprehensive County Facilities Master Plan (with measurable target dates) by December 31, 2017; Complete transition of District Attorney’s Office and Child Support Services to new building locations by June 30, 2018; Complete Jail Expansion Project by March 30, 2019; obtain approval to consolidate multiple Health & Human Services Department functions into a new location by December 31, 2017; and, submit a report of consolidated public safety dispatch by June 30, 2018.

Respectfully Submitted,

s/ Neal Hay
Director of Development Services

**Attachments:**
1. Contract Change Orders 3 & 4
CONTRACT CHANGE ORDER No. 03

Project: 850 Gray Ave. Hazardous Material Abatement  Date: Sept. 12, 18

To:  AFM Environmental, Inc.  Attn: Mark Gillming, Construction Manager

752 Northport Drive, #C
West Sacramento, CA 95691

Spec. Section: N/A

Contractor: You are hereby directed to make the herein described changes to the plans and specifications or do the following described work not included in the plans and specifications of this contract. All new work herein described shall be done in accordance with the applicable provisions of the plans and specifications, except as modified by this contract change order.

DESCRIPTION OF CHANGE (reference attachments where applicable): AFM Environmental, Inc. to perform extra work, per Change Order Request 3. Work includes: removal and disposal of extra floor tile and mastic under partition wall, not included in the original scope of work.

Extra work at agreed lump sum.

Total Cost: $ 2,800.00

Contract Time Adjustment: 0 Working Days
Previous Contract No. of Days: 90 Working Days
Amended No. of Working Days: 90 Working Days

AUTHORIZATION TO PROCEED WITH WORK: This change order constitutes full and complete compensation for all labor, equipment, materials, overhead, profit, any and all indirect costs, and time adjustment to perform the described change. Other costs are non-compensable.

Recommended By: Date: Approved by: Date:
Guadalupe Rivera, P.E. Dan Flores
Project Engineer Chairman

Contractor’s Acceptance:

Signature Name Printed Date

Distribution: Sutter County Public Works: Project File, Project Manager, General Contractor
Contract Change Order No. 04

Project: 850 Gray Ave. Hazardous Material Abatement  Date: Sept. 12, 18

To:  AFM Environmental, Inc.  Attn: Mark Gillming, Construction Manager
    752 Northport Drive, #C
    West Sacramento, CA 95691

Spec. Section: N/A

Contractor: You are hereby directed to make the herein described changes to the plans and specifications or do the following described work not included in the plans and specifications of this contract. All new work herein described shall be done in accordance with the applicable provisions of the plans and specifications, except as modified by this contract change order.

DESCRIPTION OF CHANGE (reference attachments where applicable): AFM Environmental, Inc. to perform extra work, per Change Order Request 4. Work includes: removal and disposal of extra drywall at ceiling above the north-west corner of the building, not included in the original scope of work.

Extra work at agreed lump sum.

Total Cost: $13,225.00

Contract Time Adjustment: 0 Working Days
Previous Contract No. of Days: 90 Working Days
Amended No. of Working Days: 90 Working Days

AUTHORIZATION TO PROCEED WITH WORK: This change order constitutes full and complete compensation for all labor, equipment, materials, overhead, profit, any and all indirect costs, and time adjustment to perform the described change. Other costs are non-compensable.

Recommended By:             Date:             Approved by:             Date:

Guadalupe Rivera, P.E.           Dan Flores
Project Engineer                  Chairman

Contractor’s Acceptance:

Signature     Name Printed     Date

Distribution: Sutter County Public Works: Project File, Project Manager, General Contractor

Packet Pg. 111