AGENDA SUMMARY
BOARD OF SUPERVISORS
COUNTY OF SUTTER

The Agenda is posted in the entrance of the County Office Building at 1160 Civic Center Blvd., Yuba City. The Agenda Summary, backup materials, and Approved Minutes are also posted on the Sutter County Website at: http://suttercountyca.iqm2.com/Citizens/Default.aspx

Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda packet are available for public inspection in the office of the Clerk of the Board at 1160 Civic Center Blvd., Yuba City, during normal business hours.

December 17, 2019

2:30 P.M. CLOSED SESSION ❖ 3:00 P.M. REGULAR AND CLOSED SESSION
CITY COUNCIL CHAMBERS
1201 CIVIC CENTER BLVD. ❖ YUBA CITY, CA

PROCEDURE FOR PUBLIC COMMENT

Members of the Public will be allowed to address the Board during the Board's consideration of each Agenda item. If you wish to speak on any item appearing on the Agenda, please fill out a Speaker Card, noting the number of the Agenda item about which you wish to speak, and present it to the Board Clerk. If you wish to speak about more than one Agenda item, please fill out a separate card for each item. If you wish to speak under Public Comment, please note that on the Speaker Card. When the matter is announced, please approach the speakers' rostrum and wait to be recognized by the Chairman. Testimony should always begin with the speaker giving his or her name. The times listed on the Agenda are approximate and items may be brought up for discussion within a reasonable length of time before or after the time scheduled.

SPECIAL MEETING CLOSED SESSION

2:30 P.M. SPECIAL MEETING/CLOSED SESSION

Call to order and announcement of purpose of Closed Session:

1. CONFERENCE WITH LABOR NEGOTIATORS GINA ROWLAND AND GREGORY RAMIREZ: Sutter County Employees’ Association, Sutter County Professional Firefighters’ Association, and Sutter County Probation Officers Association. California Government Code § 54957.6

2. CONFERENCE WITH LABOR NEGOTIATORS GINA ROWLAND AND BRUCE HEID: California United Domestic Workers of America. California Government Code § 54957.6

Public comment period for Closed Session

3:00 P.M. REGULAR MEETING/CALL TO ORDER

Roll Call
Pledge of Allegiance
Invocation

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

- Presentation of a Service Award Plaque to Michele E. Blake, Program Manager-Children and Families Commission, in Recognition of 20 Years of Service to Sutter County

- Presentation of a Model Practice Award to the Health and Human Services-Public Health Branch from the national Association of County and City Health Officials for “Supporting Incarcerated
Breastfeeding Mothers’ practice.

PUBLIC COMMENT

Members of the public will be allowed to address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board of Supervisors. State law provides that no action may be taken on any item not appearing on the posted Agenda.

CONSENT CALENDAR

The Consent Calendar groups together those items which are considered noncontroversial or for which prior policy direction has been given to staff and that require only routine action by the Board. The Chairman will advise the audience that the matters may be adopted in total by one motion; however, the Board may, at its option or upon request of a member of the public, consider any matter separately.

Clerk of the Board

1) Approval of the Minutes of the Board of Supervisors December 10, 2019 Regular Session
2) Approval of the re-appointment of David Schmidl to the Sutter-Yuba Mosquito and Vector Control Board of Trustees, for a 4-year term, beginning December 31, 2019

County Administrative Office

3) Approval of a waiver for the Veterans Memorial Community Building rental fees in the amount of $825 for the fifth annual Christmas Luncheon event hosted by SEVA and 4G Foundation
4) Authorization to prepare a Certificate of Recognition for Sean Peters and Stafford Lehr for their heroic life-saving efforts; and authorization for the presentation of the certificates at a future meeting of the Board of Supervisors

Development Services

5) Approval of an amendment to the Fiscal Year 2019-20 Adopted Budget for Capital Projects (Fund 0016) in the amount of $69,388 to properly account for Veterans Memorial Circle Parking Lot Project expenditures (4/5 vote required) (BTV Pending)
6) Approval of an Independent Contractor Agreement with GHD, Inc. in the amount of $47,940.00 for the development of plans, specifications, and engineer’s estimate for Behavioral Health Parking Lot Project; and authorization for the Director of Development Services to execute all contract documents
7) Approval of Amendment No. 5 to the existing Professional Services Agreement with T. Y. Lin International in the amount of $11,340, with a not-to-exceed amount of $1,453,084, for the Howsley Road (18C-0113) Bridge Replacement Project; and authorization for the Director of Development Services to execute the amendment
8) Approval to amend two Professional Services Agreements with Dewberry / Drake Haglan and Associates for the Kent Avenue and Tisdale Road Bridge Replacement projects, to extend to December 31, 2021; authorization for the Director of Development Services to execute the contract amendments; and approval for expenditures up to $105,000.00 for Tisdale Road Bridge and $75,000.00 for Kent Avenue Bridge, for costs associated with environmental permits and Giant Garter Snake Habitat Conservation Land purchases

Elections

9) Approval of the reappointment of Gary Justeson and Randy Krehe to the Reclamation District 2054
10) Adoption of a resolution ordering the election called by the Yuba College School District to be consolidated with the Presidential Primary Election to be held on March 3, 2020

Health and Human Services

11) Approval of a Supportive Services Agreement between development sponsors: Regional Housing Authority, Pacific West Companies and Sutter-Yuba Behavioral Health (SYBH), for a 20-year
minimum agreement not to exceed $200,000 for Fiscal Year 2019-20, identifying SYBH as the service provider for Behavioral Health clients living at Cedar Lane Apartments, located at 866 Cedar Lane, Olivehurst, California

12) Approval of a Memorandum of Understanding between the Regional Housing Authority, Pacific West Communities and Sutter-Yuba Behavioral Health for the period of December 17, 2019 through December 16, 2039 for planning and development of the Cedar Lane Supportive Housing Project located at 866 Cedar Lane, Olivehurst, California; and for Sutter County to provide up to $200,000 in supportive services in the first year of the project

13) Adoption of a resolution authorizing application for No Place Like Home round 2 competitive allocation funds to support a Regional Housing project in partnership with the Regional Housing Authority and Yuba County; and authorization for the Local Mental Health Director to execute the application and all related documents

Human Resources

14) Approval to appoint Steve Smith as Labor Negotiator for Sutter County for County Counsel

Library

15) Approval of an amendment to the Fiscal Year 2019-20 Adopted Budget to establish a budget for the Lunch at the Library, Zip Books, and Literacy Services Programs in the total amount of $28,435 (4/5th vote required) (BTV 2020048)

Sheriff-Coroner

16) Authorization to prepare a Gold Resolution for Captain Daniel F. Buttler, Division Commander, in honor of his retirement from Sutter County

17) Approval to purchase civil process software in the amount of $43,775 with Sheriff's Civil Fees (Fund 0210); authorization for the General Services Director to execute the Purchase Agreement; and approval of an amendment to the Fiscal Year 2019-20 Adopted Budget (4/5 vote required) (BTV 2020049)

Treasurer-Tax Collector

18) Approval of an annual renewal of the delegation of investment authority to the County Treasurer - Tax Collector pursuant to Sutter County Ordinance Code Section 42-060; and approval of the Sutter County Investment Policy for 2020

PUBLIC HEARING

19) Public Hearing to close-out the 2015 Community Development Block Grant program income waiver for Live Oak water main expansion and review accomplishments

20) Public Hearing on Project #U-18-010 (Chima); an appeal of the Planning Commission’s denial of a tentative subdivision map to divide 10.8± acres into five estate residential lots ranging from 1.5 to 2.7 acres in size and a use permit to allow the reduction of agricultural buffering, located at 703 Barry Road, near the northeast corner of the intersection of Barry Road and Caminito Avenue; APN: 23-120-019; Applicant/Owner: Jay Chima

APPEARANCE ITEMS

BRANDON BARNES, SHERIFF-CORONER

21) Adoption of a resolution authorizing a request for exception to the CalPERS 180-day waiting period to rehire an annuitant with a critical skill set in the County Jail

KEN SRA, DIRECTOR OF GENERAL SERVICES

22) Approval of a furniture purchase in the amount of $94,266.84 for the Assessor's Office as part of the 1190 Civic Center Capital Improvement Project
NEAL HAY, DIRECTOR OF DEVELOPMENT SERVICES

23) Approval of the list of pre-qualified prime contractors for the Health & Human Services Building Project located at 850 Gray Avenue; approval of an amendment to the Independent Contractor Agreement with Jacobs Project Management Company for construction assistance services; authorization for the Director of Development Services to execute the amendment; and approval of an amendment to the Fiscal Year 2019-20 Adopted Budget in the amount of $1,352,759 (4/5 vote required) (BTV Pending)

24) Approval of an Independent Contractor Agreement in the amount of $47,700 to Kimley-Horn; approval of an amendment to the Fiscal Year 2019-20 Adopted Budget in the amount of $47,700; and authorization for the Director of Development Services to execute and administer the agreement (4/5 vote required) (BTV Pending)

STEVEN M. SMITH, COUNTY ADMINISTRATOR

25) Approval of a one-time donation to the Acting Company

26) Follow-up reports and announcements

CORRESPONDENCE

27) Sutter County Pooled Investment Portfolio Report as of November 30, 2019

OTHER BUSINESS - BOARD OF SUPERVISORS

BOARD CONSIDERATION OF SYMPATHY OR HONOR OF CERTAIN INDIVIDUALS AND AGENCIES

CLOSED SESSION

Call to order and announcement of purpose of Closed Session:

Evaluation of Public Employee – Position Title: County Counsel
Pursuant to Government Code § 54957 (b)(1)

Public comment period for Closed Session

ADJOURNMENT
## BOARD COMMITTEE ASSIGNMENTS

### BOARD COMMITTEE ASSIGNMENTS DECEMBER 09 – 18 2019

<table>
<thead>
<tr>
<th>Monday 12/16</th>
<th>Tuesday 12/17</th>
<th>Wednesday 12/18</th>
<th>Thursday 12/19</th>
<th>Friday 12/20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8:30 am –</td>
<td>8:30 am – Public</td>
<td>9:00 am –</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health/Welfare</td>
<td>Works/Support</td>
<td>Northern</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Committee</td>
<td>Services</td>
<td>California</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3:00 pm – SAFC</td>
<td>Water Association</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>A Executive</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Committee</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monday 12/23</th>
<th>Tuesday 12/24</th>
<th>Wednesday 12/25</th>
<th>Thursday 12/26</th>
<th>Friday 12/27</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUTTER COUNTY</td>
<td>SUTTER COUNTY</td>
<td>SUTTER COUNTY</td>
<td>SUTTER COUNTY</td>
<td>SUTTER COUNTY</td>
</tr>
<tr>
<td>OFFICE CLOSED</td>
<td>OFFICE CLOSED</td>
<td>OFFICE CLOSED</td>
<td>OFFICE CLOSED</td>
<td>OFFICE CLOSED</td>
</tr>
<tr>
<td></td>
<td>HOLIDAY</td>
<td>HOLIDAY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### CURRENT BOARDS AND COMMISSIONS VACANCIES (FOR INFORMATIONAL PURPOSES ONLY)

- Area 4 Agency on Aging Advisory Council
- Behavioral Health Advisory Board – Consumer Representative
- Child Care Planning Council – Public Agency Representative
- Children and Families Commission
- Housing Appeals Board - Contractor, Engineer, Architect and At-Large Positions
- In-Home Supportive Services Advisory Committee - Current or Past Users, Senior Advocate, Disabled Persons Advocate
- Mosquito and Vector Control District
- Natomas Basin Conservancy District
- Sacramento River Forum – Landowner Representative
- Sutter County Advisory Commission on Aging – Districts 1,3,5, and At-Large
- Sutter County Fish and Game Advisory Commission – Alternate
- Sutter County Resource Conservation District

Requests for assistive listening devices or other accommodations, such as interpretive services, should be made through the Clerk of the Board at (530) 822-7106. Requests should be made at least 72 hours prior to the meeting. Later requests will be accommodated.
BEFORE THE BOARD OF SUPERVISORS
COUNTY OF SUTTER, STATE OF CALIFORNIA
SESSION OF DECEMBER 10, 2019

The Sutter County Board of Supervisors of the County of Sutter, State of California, met on the above date at 2:00 p.m. in Closed Session and at 3:00 p.m. in Regular Session in the City Council Chambers located in the 1201 Civic Center Blvd., Yuba City, CA.

*****

SPECIAL MEETING/CLOSED SESSION

Chairman Conant called the Closed Session to order at 2:00 p.m., noting the purpose of the meetings:

1. CONFERENCE WITH LABOR NEGOTIATORS GINA ROWLAND AND GREGORY RAMIREZ: Sutter County Employees’ Association, Sutter County Professional Firefighters’ Association, and Sutter County Probation Officers Association. California Government Code § 54957.6

2. CONFERENCE WITH LABOR NEGOTIATORS GINA ROWLAND AND BRUCE HEID: California United Domestic Workers of America. California Government Code § 54957.6

3. CONFERENCE WITH LEGAL COUNSEL– ANTICIPATED LITIGATION
   One Case
   Pursuant to Government Code § 54956.9(d)(2)

The Board adjourned the Closed Session, after which the Chairman announced there was no action to report.

The Chairman asked if there was anyone who wished to speak to these matters.

A member from the public spoke about the Sutter County Employees’ negotiations stating that employees are faced with increased health care costs and would like the Board to consider salary increases.

3:00 P.M. REGULAR MEETING/CALL TO ORDER

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ron Sullenger</td>
<td>Vice Chairman, District 1</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Dan Flores</td>
<td>District 2</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Mike Ziegenmeyer</td>
<td>District 3</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Jim Whiteaker</td>
<td>District 4</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Mat Conant</td>
<td>Chairman, District 5</td>
<td>Present</td>
<td></td>
</tr>
</tbody>
</table>
PLEDGE OF ALLEGIANCE

Supervisor Sullenger led the Board and the audience in the Pledge of Allegiance.

*****

INVOCATION

Pastor Austin Schmidt, Gray Avenue Christian Church led the Board and the audience in the Invocation.

*****

PUBLIC COMMENT

There were no comments from those in the audience.

*****

CONSENT CALENDAR

The Board adopted the Consent Calendar as follows:

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jim Whiteaker, District 4
SECONDER: Dan Flores, District 2
AYES: Sullenger, Flores, Ziegenmeyer, Whiteaker, Conant

Clerk of the Board

1) Approval of the Minutes of the Board of Supervisors November 6, 2019 Study Session
2) Approval of the Minutes of the Board of Supervisors November 19, 2019 Regular Session
3) Approval to appoint Tanya Scheiber Engler to the Nicolaus Cemetery District Board of Trustees, for a 4 years term and until appointment of successor

County Administrative Office

4) Approval of an Agreement with Kronick, Moskovitz, Tiedemann & Girard and Engagement Letter with Kutak Rock, LLP for legal services related to potential purchase and financing of real property located at 850 Gray Avenue, Yuba City (A19-221)
5) ORDINANCE NO. 1667, AN ORDINANCE OF THE COUNTY OF SUTTER ADDING A NEW CHAPTER 791 (CAMPING AND STORAGE OF PERSONAL PROPERTY ON PRIVATE AND PUBLIC PROPERTY) TO TITLE 700 (HEALTH AND SANITATION) OF THE SUTTER COUNTY ORDINANCE CODE, as appears of record in the office of the Clerk of the Board in Ordinance Book V at page 307 to which record reference is hereby made for further particulars and by such reference incorporated herein and made a part hereof
6) Authorization to prepare a proclamation for the Sutter High School Trap Team in recognition of a 1st place finish in the CYSA Sporting Clay State Championship
8) Authorize the County Administrator to solicit a request for proposals for an operational assessment of the Sheriff's Office
9) RESOLUTION NO. 19-079, A RESOLUTION OF THE SUTTER COUNTY BOARD OF SUPERVISORS SETTING THE DATES AND MEETING TIMES OF THE SUTTER COUNTY BOARD OF SUPERVISORS, AND STANDING COMMITTEE MEETINGS, THROUGH DECEMBER OF 2020, as appears of record in the office of the Clerk of the Board in Resolution Book 62 at page 78 to which record reference is hereby made for further particulars and by such reference incorporated herein and made a part hereof
10) Approval of final close out budget amendment worksheet for Fiscal Year 2018-19

**Development Services**

11) Approval of an amendment to the Fiscal Year 2019-20 Adopted Budget (Fund 0016) Capital Projects to properly account for projects (4/5 vote required) (BTV 2020047)

12) Authorization of an amendment No. 4 to the existing Professional Services Agreement with T. Y. Lin International in the amount of $17,446, with a not-to-exceed amount of $1,441,744, for the Howsley Road (18C-0113) Bridge Replacement Project; and authorization for the Director of Development Services to execute the Amendment (A19-222)

**Elections**

13) Approval to reimburse funds received from the Secretary of State for election equipment in the amount of $49,172 back into the committed fund balance account for election equipment replacement (4/5 vote required) (BTV 2020044)

**General Services**

14) Approval of one-time waiver for the Veterans Memorial Community Building rental fees in the amount of $455 for the Yuba City Trap and Shooting Sports Team annual fundraising dinner

**Health and Human Services**

15) Approval of a Memorandum of Understanding between the County of Sutter and Sutter County Children and Families Commission for various position changes in the Health and Human Services Department; and approval of amendment to the position allocation schedule; and approval of an amendment to the Fiscal Year 2019-20 Adopted Budget (4/5 vote required) (BTV 2020046) (A19-223)

16) Authorization to add twenty-five (25) bilingual premium pay slots to existing positions for Health and Human Services in Fiscal Year 2019-20, with ten (10) allocated to Behavioral Health (4-102), ten (10) allocated to Social Services (5-101), and five (5) allocated to Public Health (4-103)

17) Approval of a Memorandum of Understanding (MOU) between the California Department of Social Services and Sutter County Health and Human Services Department – Employment and Eligibility Branch to utilize The Work Number® Service System; and adoption of RESOLUTION NO. 19-080, RESOLUTION OF THE SUTTER COUNTY BOARD OF SUPERVISORS AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND THE COUNTY OF SUTTER, as appears of record in the office of the Clerk of the Board in Resolution Book 62 at page 80 to which record reference is hereby made for further particulars and by such reference incorporated herein and made a part hereof (A19-224)

18) Approval of an agreement between Sutter-Yuba Behavioral Health and Youth for Change, Inc. to provide employment brokerage and payroll services to Behavioral Health clients for Fiscal Years 2019-20 and 2020-21 not to exceed $973,570 (A19-225)

19) Approval of Child Health and Disability Prevention Program, Health Care Program for Children in Foster Care, and California Children’s Services Plan and Budget for Fiscal Year 2019-20

20) Approval of a first amendment to the Immunization Project Grant Agreement #17-10357 between the California Department of Public Health and the Sutter County Health and Human Services Department’s Public Health Branch, for Fiscal Years 2017-22; and adoption of RESOLUTION NO. 19-081, A RESOLUTION OF THE SUTTER COUNTY BOARD OF SUPERVISORS APPROVING THE FIRST AMENDMENT TO THE MULTI-YEAR IMMUNIZATION PROJECT GRANT AGREEMENT 17-10357 FOR FISCAL YEARS 2017-22, AND AUTHORIZING THE PUBLIC HEALTH BRANCH DIRECTOR TO SIGN THE AGREEMENT AMENDMENT, as appears of record in the office of the Clerk of the Board in
Resolution Book 62 at page 81 to which record reference is hereby made for further particulars and by such reference incorporated herein and made a part hereof (A19-226)

21) Approval of a second amendment to the Substance Abuse Prevention and Treatment Block Grant Contract with the Department of Health Care Services for Fiscal Years 2017-20; and adoption of RESOLUTION NO. 19-082, A RESOLUTION OF THE SUTTER COUNTY BOARD OF SUPERVISORS APPROVING THE SECOND AMENDMENT TO THE MULTI-YEAR CONTRACT FOR SUBSTANCE USE DISORDER SERVICES FOR FISCAL YEAR 2019-20, AND AUTHORIZING THE ALCOHOL AND DRUG PROGRAM ADMINISTRATOR TO SIGN THE CONTRACT AMENDMENT, as appears of record in the office of the Clerk of the Board in Resolution Book 62 at page 82 to which record reference is hereby made for further particulars and by such reference incorporated herein and made a part hereof (A19-227)

22) Approval of a Memorandum of Agreement between Sutter-Yuba Behavioral Health and Sutter County Superintendent of Schools – Student Support and Outreach for the provision of a Peer Resource Engagement program for Fiscal Year 2019-2020 to exceed $250,000 annually; and approval of an amendment to the Fiscal Year 2019-2020 Adopted Budget (4/5 vote required) (BTV 2020040) (A19-228)

Human Resources

23) Adoption of a revised job description and approval of salary range adjustment for the Assistant Registrar of Voters

24) Approval of an amendment to the bargaining unit designation for non-sworn law management; and adoption of RESOLUTION NO. 19-083, A RESOLUTION OF THE SUTTER COUNTY BOARD OF SUPERVISORS AMENDING SALARIES AND BENEFITS, AND RULES GOVERNING EMPLOYEE COMPENSATION, BENEFITS AND WORKING CONDITIONS FOR MANAGEMENT EMPLOYEES, as appears of record in the office of the Clerk of the Board in Resolution book 62 at page 83 to which record reference is hereby made for further particulars and by such reference incorporated herein and made a part hereof

Probation

25) Approval of an amendment to the Fiscal Year 2019-2020 Adopted Budget for an increase of $40,000 in the Juvenile Probation Activities Funds from the Supplemental Law Enforcement Services (Fund 0155) into the correlating Trial Court Probation (Fund 0014) and increase appropriations of the related Capital Asset account; and authorize for the purchase of a mid-sized sport utility vehicle (4/5 vote required) (BTV 2020045)

26) Approval to an amendment to the Fiscal Year 2019-2020 Adopted Budget to increase the appropriations by $7,000 within the Public Safety Realignment 2011 (Fund 0241) and Trial Court (Fund 0014) for vehicle undercover equipment (4/5 vote required) (BTV 2020038)

PUBLIC HEARING

27) Public Hearing to discuss the submittal of a Community Development Block Grant (CDBG) program income waiver request to the State Department of Housing and Community Development (HCD) to fund Better Way Emergency Shelter Operations and Upgrades Project; and adopt a resolution authorizing the submittal of the program income waiver request in the amount of up to $500,000.

This having been heretofore fixed as the date, time, and place to hold a Public Hearing to discuss the submittal of a Community Development Block Grant program income waiver request to the State Department of Housing and Community Development to fund Better Way Emergency Shelter Operations and Upgrades Project; and adoption of a resolution authorizing the submittal of the program income waiver request in the amount of up to $500,000, the matter was called to be heard.

Nancy O’Hara, Director of Health and Human Services discussed the item and recommended action.
Chairman Conant opened and closed the public hearing with no testimony being heard.

A brief discussion and question/answer period was held.

The Board adopted RESOLUTION NO. 19-084; A RESOLUTION OF THE SUTTER COUNTY BOARD OF SUPERVISORS AUTHORIZING SUBMITTAL OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME WAIVER REQUEST TO THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO FUND BETTER WAY EMERGENCY SHELTER OPERATIONS AND UPGRADES; IF APPROVED, THE EXECUTION OF A PROGRAM INCOME WAIVER AGREEMENT, AND ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO EXPAND PROGRAM INCOME TO COMPLETE THE PROJECT; as appears of record in the office of the Clerk of the Board in Resolution Book 62 at page 85 to which record reference is hereby made for further particulars and by such reference incorporated herein and made a part hereof

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dan Flores, District 2
SECONDER: Mike Ziegenmeyer, District 3
AYES: Sullenger, Flores, Ziegenmeyer, Whiteaker, Conant

******

APPEARANCE ITEMS

28) Approval of an Independent Contractor Agreement with HGA in the amount of $171,417.00 for the design of the Sutter County Main Library Innovation Center Project; and approval of amendment to the Fiscal Year 2019-20 Adopted Budget in the amount of $1,359,000 (4/5 vote required) (BTV 2020043)

Guadalupe Rivera, Senior Civil Engineer, and James Ochsner, Director of Library Services discussed the item and recommended action.

The Board of Supervisors thanked Mr. Ochsner for his hard work and the City of Yuba City for their participation.

A brief discussion and question/answer period was held.

The Board: 1) approved an Independent Contractor Agreement with HGA in the amount of $171,417.00 for the design of the Sutter County Main Library Innovation Center Project; 2) authorized the Director of Development Services, or their designee, to execute the agreement and administer it in accordance with the provisions of the Sutter County Ordinance Code and the State Public Contract Code; and 3) approved the transfer of appropriations for the Library Innovation Center Project in the amount of $1,359,000 (4/5 vote required) (BTV 2020043) (A19-229)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jim Whiteaker, District 4
SECONDER: Dan Flores, District 2
AYES: Sullenger, Flores, Ziegenmeyer, Whiteaker, Conant

******

29) Approval of a one-time donation of $5000 to the Yuba City Downtown Business Association for the Yuba City Christmas Stroll 2019 and Yuba City Summer Stroll 2020

Sukh Purewal, Administrative Analyst discussed the item and the recommended action.
Sandee Drown and Kristel Martin, Downtown Business Association further discussed the item and recommended action.

Supervisors Whiteaker and Flores thanked Mrs. Drown and the Downtown Business Association for all their work.

Supervisor Flores suggested that the City of Yuba City and Sutter County Board of Supervisors collaborate for the Christmas Tree lighting at the Winter Stroll.

A brief discussion and question/answer period was held.

The Board approved a one-time donation of $5,000 to the Yuba City Downtown Business Association for the Yuba City Christmas Stroll 2019 and Yuba City Summer Stroll 2020

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jim Whiteaker, District 4
SECONDER: Dan Flores, District 2
AYES: Sullenger, Flores, Ziegenmeyer, Whiteaker, Conant

30) Presentation on Sutter County's pension liability

Leanne Link, Assistant County Administrator gave a presentation on the County’s California Public Employee Retirement system (CalPERS) pension liability based on the most current valuation from CalPERS.

The Board of Supervisors thanked Ms. Link and Sutter County Employees for their hard work.

A brief discussion question/answer period was held.

31) Follow-up reports and announcements

Steven M. Smith, County Administrator announced the Christmas stroll will be held this Saturday, December 14th from 2p.m.-8 p.m. on Plumas Street in Downtown Yuba City. There will be a joint County/City Holiday Soiree held for Sutter County Employees next Friday, December 19th between 11 a.m. – 2 p.m. at the Sutter County Museum. Mr. Smith informed the Board that at the December 17th Board of Supervisors meeting staff will make a recommendation to waive the Veterans Hall rental fees to host a Christmas dinner for the less fortunate. There will be a community meeting held on Thursday, December 12th from 6 p.m.-7:30 p.m. at the Veterans Hall to discuss a potential roundabout on Oswald Road and Highway 99, for those that are unable to attend the meeting you can send questions and comments to oswald99@co.sutter.ca.us.

OTHER BUSINESS - BOARD OF SUPERVISORS

Supervisor Ziegenmeyer directed staff to prepare a plaque for East Nicolaus and Sutter High School Football teams for winning the Section Championships, and also to prepare a plaque for Sutter High School Cross-Country Team for winning the first ever Cross-Country Section Championships.

BOARD CONSIDERATION OF SYMPATHY OR HONOR OF CERTAIN INDIVIDUALS AND AGENCIES

The Board Closed in memory of Jeffrey Rosales
RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Ziegenmeyer, District 3
SECONDER: Dan Flores, District 2
AYES: Sullenger, Flores, Ziegenmeyer, Whiteaker, Conant

ADJOURNMENT

With no further business coming before the Board, the meeting was adjourned at 4:45 PM

MAT CONANT, CHAIRMAN

ATTEST:
CLERK RECORDER
DONNA M. JOHNSTON,

BY:
Stephanie Ratner, Deputy

(A recording of the meeting can be heard/viewed from the Board of Supervisors webpage at: http://suttercountyca.iqm2.com/Citizens/default.aspx and DVDs of the meeting are available for citizens to check-out from the Sutter County Library at 750 Forbes Avenue, Yuba City, CA.)
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors

From: Donna M. Johnston, Clerk Recorder

Department: Clerk of the Board

Subject: Approval of the re-appointment of David Schmidl to the Sutter-Yuba Mosquito and Vector Control Board of Trustees, for a 4-year term, beginning December 31, 2019

Recommendation:

It is recommended that the Board of Supervisors re-appoint David Schmidl to the Sutter-Yuba Mosquito and Vector Control Board of Trustees, for a 4-year term, beginning December 31, 2019.

Background:

In compliance with the Maddy Local Appointive List Act of 1975, a Vacancy Notice was posted and advertised. One (1) application has been received for this vacancy and is attached for review.

The Sutter-Yuba Mosquito and Vector Control District concurs with this recommendation, as outlined in the attachment.

Prior Board Action:

Appointments have been made in the past by the Board of Supervisors.

Alternatives:

The Board can extend the recruitment for this vacancy by requesting that the notice for the position be reposted.

Action Following Approval:

The Office of the Clerk of the Board will notify the applicant and the Sutter-Yuba Mosquito and Vector Control Board.

Fiscal Impact:

There is minimal fiscal impact associated with the re-appointment.
Standing Committee Review:

This item does not require review by Committee per Board Policy No. 305.

Countywide Goals:

Countywide Goal A:

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

Respectfully Submitted,

S/ Donna M. Johnston
Clerk Recorder

Attachments:

1. Schmidl application Redacted
2. District Recommendation
APPLICATION FOR SUTTER COUNTY BOARD, COMMITTEE, OR COMMISSION

Return to:

CLERK OF THE BOARD
1160 CIVIC CENTER BLVD. YUBA CITY, CA 95993
(530) 822-7106

Instructions: Please complete each section below. Be sure to enter the title of the Board, Committee, or Commission for which you desire consideration. Please type or print in ink legibly. The application will be maintained for a period of 1 year. After one year, it is necessary to file a new application for another year of eligibility. Sutter County reserves the right to close the recruitment without notice upon receipt of a sufficient number of qualified applicants.

BOARD, COMMITTEE, OR COMMISSION TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:
Sutter-Yuba Mosquito and Vector Control Board of Trustees

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☑ First  ☐ Second  ☐ Third  ☐ Fourth  ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>David</td>
<td></td>
<td>Schmidl</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Phone Number</th>
<th>Cell Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

HOW DID YOU HEAR ABOUT THIS VACANCY? ☑ Other  Current member of the Board of Trustees

☐ Appeal Democrat  ☐ Flyer  ☐ Sutter County Website

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I have served on the Sutter-Yuba MVCD Board of Trustees for the last forty-two years and I have only missed a couple of meetings during my tenure. I am a licensed pest-control advisor and due to the nature of the operations of the SYMVCD, I have been a great asset in advising District Staff on pesticides and herbicides.

IF APPOINTED, I COMMIT TO ATTENDING MEETINGS AND FULFILLING THE RESPONSIBILITIES ASSOCIATED WITH THE APPOINTMENT.

APPLICANTS SIGNATURE: ___________________________

11/18/19  DATE

CLERK OF THE BOARD USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: 11/2/2019  Received by: __________

Date referred: __________

To:  ☑ BOS District 1  ☐ BOS District 2  ☐ BOS District 3  ☐ BOS District 4  ☐ BOS District 5  ☐ All BOS

☐ ECC Contact Person Name: ___________________________

Attachment: Schmidl application_Redacted (2393 : Re-appointment to S-Y Mosquito & Vector Control Board)
November 8, 2019

Board of Supervisors
County of Sutter
1160 Civic Center Blvd.
Yuba City, CA 95993

To: The Honorable
Board of Supervisors

The term of Mr. David Schmidl, your representative on the Board of Trustees of the Sutter-Yuba Mosquito & Vector Control District expires on December 31, 2019.

Mr. Schmidl has served on the Board for forty-two years, missing only a couple of meetings during his tenure with the District. Also, Mr. Schmidl is a licensed Pest Control Advisor and due to the nature of our operations has been a great asset in assisting the district staff on recommendations, such as herbicides needed for weed control, etc. In short, Dave Schmidl has been a conscientious and supportive member and the Board would welcome his reappointment for a (4) four-year term. The term would be from January 2020 to December 2023.

Please advise of your action.

Sincerely,

Stephen Abshier
Manager
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Steven M. Smith, County Administrator
Department: County Administrator
Subject: Approval of a waiver for the Veterans Memorial Community Building rental fees in the amount of $825 for the fifth annual Christmas Luncheon event hosted by SEVA and 4G Foundation

Recommendation:
Approve the waiver of all the Veterans Memorial Community Building rental fees and maintenance fees for the total of $825 for the fifth annual Christmas Luncheon.

Background:
SEVA and 4G Foundation is partnering with local citizens have gathered to serve Christmas dinners to the needy. This is the fifth year they are having this luncheon. They served over 500 people last year. They feed anyone in need from homeless, singles, families, elderly and anyone else that wants to attend. They raise money to purchase new items, which they raffle out during the course of the day. This event was held at the Main Exhibit at the Fairgrounds but this year there was a price increase to a total of $1,500 which the organization could not afford.

Prior Board Action:
The Board of Supervisors has waived fees in the past for organizations using the Veterans Building for charitable purposes.

Board Alternatives:
The Board could choose not to waive the fees or waive a different amount.

Action Following Approval:
The SEVA and 4G Foundation would be granted a waiver of rental fees. They would be responsible for paying the refundable cleaning/damage deposit for their use of the Veterans Memorial Community Building.

Fiscal Impact:
Waiver of the above-referenced fees will result in the loss of $825 in rental revenue to the County for this event.

Countywide Goals and/or Top Priorities Compliance:

2. Remain committed to community and cultural programs and services, such as Library, Museum, and Veterans services.

**Standing Committee Review**

This item was not reviewed by a committee. However, the County Administrator concurs with this recommendation.

Respectfully Submitted,

S/ Steven M. Smith  
County Administrator
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Steven M. Smith, County Administrator
Department: County Administrator
Subject: Authorization to prepare a Certificate of Recognition for Sean Peters and Stafford Lehr for their heroic life-saving efforts; and authorization for the presentation of the certificates at a future meeting of the Board of Supervisors

Recommendation:
It is the recommendation of the Sutter County Fire Chief that the Board of Supervisors authorize the following:

1. The preparation of a Certificate of Recognition for Sean Peters and Stafford Lehr for their heroic life-saving efforts.
2. The Board of Supervisors to approve the presentation of the Certificates at a future meeting of the Board of Supervisors.

Background:
On August 28th, 2019 Sutter County Fire Department was dispatched for a vehicle accident on the north bound side of the Nicolaus Bridge on Highway 99. At the time of the dispatch Fire Department units were advised by Sutter County Dispatch that there was one victim with major injuries who possibly fatally injured.

This is a very busy section of Highway 99 and the bridge does not have a lot of room for vehicles to merge around accidents when they occur. When the Fire Chief arrived on-scene there was still traffic attempting to get around the accident scene which involved a box delivery style truck and a tractor trailer. The Fire Chief was immediately directed by bystanders to the victim, Mr. Dominic Valdez, that was lying beside a heavily damaged truck with two individuals rendering care. As I contacted Mr. Valdez, I noticed that there was a severe laceration and partial amputation of the to his left leg. I immediately noticed that one of the bystanders rendering care, Sean Peters, had applied a hasty tourniquet with a belt and was holding pressure on the belt to stop the major bleeding coming from the victim’s leg. Additionally, I saw that the other bystander, Mr. Stafford Lehr, was reassuring Mr. Valdez to help him from going into shock. I was able to retrieve a commercial CAT Tourniquet and relieve Mr. Peters from his care of the patient’s leg at which time he immediately moved to Mr. Valdez’s head to insure communications with him and the rescuers. As more first responders arrived at the scene Mr. Peters remained at Mr. Valdez’s head talking to him. It was only when the first responders were preparing Mr. Valdez to be loaded into a Medical Helicopter for transport to a local trauma center that Mr. Peters left his side.
Once Mr. Valdez was transported, I was able to speak with both Mr. Peters and Mr. Lehr about their involvement in the treatment of Mr. Valdez. Mr. Lehr stated that he had called 911 and relayed the much-needed information to the dispatcher which subsequently was relayed to the incoming responders allowing for early ordering of the needed resources. When I approached Mr. Peters, I realized that he was visibly stressed from the incident and I proceeded to inform him that Mr. Valdez was alive because of his treatment. I then asked him where he had learned the medical treatment, he stated that he had very little formal medical training and was in the United States Air Force and that they had trained him in the application of tourniquets.

The day after the incident I was able to contact the trauma center and speak with Mr. Valdez’s nurse. She stated that he had undergone a long surgery to save his leg, but they were unsuccessful due to the damage. She then stated the doctor had commented that Mr. Valdez was alive because of the quick application of the tourniquet to prevent major blood loss.

The selfless heroic actions that Mr. Peters and Mr. Lehr provided that morning are the reason Mr. Valdez is alive after this major accident. Both of these individuals were able think clearly and render the selfless care that was required while dangerous traffic was driving by endangering everyone in the area. It’s always great to see bystanders render care when needed, but this situation would not have had the same outcome without their lifesaving efforts.

Prior Board Action:
This matter has not previously been brought before the Board.

Board Alternatives:
The Board could elect not to authorize the requested Certificate of Recognition.

Other Department and/or Agency Involvement:
There are no other agencies involved in this request for a Certificate of Recognition.

Action Following Approval:
The Board Clerk will prepare the Certificate of Recognition. It is further requested that the matter be approved for and placed on the Board agenda for the next scheduled Board of Supervisors meeting for the presentation of the Certificate of Recognition.

Fiscal Impact:
None

Countywide Goals and/or Top Priorities Compliance:
Countywide Goal C: Maintain strong commitment to public safety (including Law Enforcement, District Attorney, Public Defender, Probation, Fire, Emergency Management, and related services).

Standing Committee Review:
This item was not reviewed by Committee as it is considered to be non-controversial.

Respectfully Submitted,

/s/ Steven M. Smith
County Administrator
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Neal Hay, Director of Development Services
Department: Development Services
Subject: Approval of an amendment to the Fiscal Year 2019-20 Adopted Budget for Capital Projects (Fund 0016) in the amount of $69,388 to properly account for Veterans Memorial Circle Parking Lot Project expenditures (4/5 vote required) (BTV Pending)

Recommendation

It is recommended that the Board of Supervisors approves a Budget Amendment to increase appropriations for the Veterans Memorial Parking Lot Project in the amount of $69,388 in Fund (0016) Capital Projects, Department 1800 Plant Acquisition. (4/5th Vote Required)

Background

In December of 2018, the Department contracted with GHD, Inc. to prepare plans, specifications, and a cost estimate for construction of an asphalt parking lot on the 1.0-acre County parcel between the City Hall of Yuba City and the State of California’s Sutter County Superior Court. GHD subsequently designed a 69-stall parking lot.

On June 11, 2019, after bid advertisement and Board approval, the Department contracted with Hilbers, Inc. to construct the parking lot for a cost of $613,252.71.

Discussion

The design and construction of the project has spanned two fiscal years. In budgeting $585,879.00 for this current fiscal year, staff expected approximately $50,000 of the project construction expenses in FY2018-19.

Since no construction expenses were expended in the past fiscal year, this Budget Amendment covers all construction costs for the project, consultant submittal review, staff construction management time, PG&E electrical service hookup, Yuba City water connection fees, and two change orders. The total construction related expenditures in FY2019-20 are estimated at $655,267.00, as shown in Exhibit “A”, so the requested Budget Amendment is $69,388. The total completed project costs (design and construction) are estimated at $718,490.
Prior Board Action

June 11, 2019: Award of construction contract of Hilbers, Inc. for $613,252.71.

April 9, 2019: Adoption of plans/specifications and authorization to bid.

Board Alternatives

No viable alternatives are available. The construction has been completed and the costs have been incurred.

Other Department and/or Agency Involvement

The Department has coordinated the work with the City of Yuba City Public Works Department to address landscaping irrigation and lighting as well as pedestrian access to and from the parking lot for members of their staff.

Action Following Approval

Since construction is completed, the final invoices will be paid, and the project will be closed out.

Fiscal Impact

There is a fiscal impact to General Fund of $53,240.00 to Cancellation of Fund Balance. The project construction costs were included in the Adopted Budget for FY 2019-20, Capital Projects Fund (0016), Plant Acquisition, Capital Asset – Land Improvement, account 1800-00-54101, project number C1818000003 (PA1802) in the amount of $585,879.00. The attached budget amendment increases appropriations by $69,388.00 to account 1800-00-54101, Capital Asset – Land Management, $16,148 to account 1800-00-47517, Contribution from other Agency Cities, and $53,240 to 1800-00-48600, Operating Transfer In – General Fund.

Countywide Goals & Top Priorities Compliance

Construction of Veterans Memorial Circle Parking Lot Project PA1802 addresses the following:

- 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 the entire County region, including upgrading necessary levees to obtain reasonable flood insurance coverage for all residents, businesses, and property owners.

Standing Committee Review

In an effort to continue the bridge replacement design phase, and due to potential delays over the end of year holidays, this matter was not considered by the Public Works/Support Services Committee, but will be presented to the Board of Supervisors for their consideration. The County Administrator concurs with this recommendation.

Respectfully Submitted,

S/ Neal Hay
Director of Development Services

Attachments:
1. Exhibit A - Construction Expenses
2. Budget Amendment Request
### Exhibit A - Veterans Memorial Circle Parking Lot Construction Expenses

Veterans Memorial Circle Parking Lot PA1802 - C181800003 - Budget Amendment

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contract Award Amount</td>
<td>613,253</td>
</tr>
<tr>
<td>2</td>
<td>CCO #1 - Eliminate 5 ft Sidewalks YC Prop</td>
<td>(15,876)</td>
</tr>
<tr>
<td>3</td>
<td>CCO #2 - 2 Electric Outlets &amp; Wire</td>
<td>1,240</td>
</tr>
<tr>
<td>4</td>
<td>CCO #3 - 250 CYD Bioretention Soil</td>
<td>15,000</td>
</tr>
<tr>
<td>5</td>
<td>City Water Meter</td>
<td>12,367</td>
</tr>
<tr>
<td>6</td>
<td>PGE - Construction &amp; Meter Installation</td>
<td>4,112</td>
</tr>
<tr>
<td>7</td>
<td>Consultant - GHD (19-20 FY) - to date</td>
<td>2,344</td>
</tr>
<tr>
<td>8</td>
<td>Consultant - GHD (19-20 FY) - left on contract</td>
<td>3,062</td>
</tr>
<tr>
<td>9</td>
<td>Staff Charges (19-20 FY) - to date</td>
<td>16,919</td>
</tr>
<tr>
<td></td>
<td>Staff Charges (19-20 FY) - to finish (estimate)</td>
<td>2,846</td>
</tr>
<tr>
<td></td>
<td><strong>Total Cost (FY2019-20)</strong></td>
<td><strong>655,267</strong></td>
</tr>
</tbody>
</table>

- **Project Budget FY2019-20**: $585,879
- **Budget Amendment Amount**: $69,388
- **2 ft Concrete Strip (by Yuba City)**: $(16,148)
- **County Funds**: $53,240
### Development Services Department
#### FY 2019-20 Budget Amendment

**FY 2019-20 Budget Amendment Request to Auditor**

**Capital Projects 0016**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Account Name</th>
<th>Account Number</th>
<th>Appropriation Increase/ Decrease</th>
<th>Revenue Increase/ Decrease</th>
<th>Unreimbursed Cost Change General Fund</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0016</td>
<td>1800-Plant Acquisition</td>
<td>Capital Asset - Land improvement</td>
<td>1800-000-54101/C181800003-54101</td>
<td>$16,148</td>
<td></td>
<td></td>
<td>Appropriation for Concrete strip paid for by Yuba City</td>
</tr>
<tr>
<td>0016</td>
<td>1800-Plant Acquisition</td>
<td>Contrib from other Agency Cities</td>
<td>1800-000-47517/C181800003-47517</td>
<td>$16,148</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0016</td>
<td>1800-Plant Acquisition</td>
<td>Capital Asset - Land improvement</td>
<td>1800-000-54101/C181800003-54101</td>
<td>$53,240</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0016</td>
<td>1800-Plant Acquisition</td>
<td>Operating Transfer In - GF</td>
<td>1800-00-48600/C181800003-48600</td>
<td>$53,240</td>
<td></td>
<td></td>
<td>Additional County appropriation to Vets Memorial Parking lot project</td>
</tr>
<tr>
<td>0001</td>
<td>1209 - General Revenues</td>
<td>Operating Trans Out - GF</td>
<td>0001-1209-00-56200</td>
<td>$53,240</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001</td>
<td>1209 - General Revenues</td>
<td>*Decreasing Committed Fund Balance for Capital Projects acct#31265</td>
<td>0001-1209-00-49995</td>
<td>$53,240</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total** $122,628 $122,628 $0
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Neal Hay, Director of Development Services
Department: Development Services
Subject: Approval of an Independent Contractor Agreement with GHD, Inc. in the amount of $47,940.00 for the development of plans, specifications, and engineer’s estimate for Behavioral Health Parking Lot Project; and authorization for the Director of Development Services to execute all contract documents

Recommendation

It is recommended that the Board of Supervisors:

1. Approves an Independent Contractor Agreement with GHD, Inc. in the amount of $47,940.00 for the development of Plans, Specifications, and Engineer’s Estimate for Behavioral Health Parking Lot Project; and,

2. Authorizes the Director of Development Services, or their designee, to execute the Agreement and administer it in accordance with the provisions of the Sutter County Ordinance Code and the State Public Contract Code.

Background

Sutter County Behavioral Health Department, located at 1965 Live Oak Blvd, is in dire need of improved parking. The facility needs to accommodate parking for approximately 260 vehicles for employees, patients, visitors, and county vehicles. There are currently 60 paved parking spaces. All other parking is located on gravel surfaces with poor drainage, poor pedestrian access, and poor lighting.

In May 2019, Sutter County General Services contracted with GHD Inc. to provide several preliminary alternative designs for the parking lot (Phase 1 – Preliminary Alternative Designs - $32,575.00). Behavioral Health and Public Works staff have discussed the various alternatives provided by GHD and have decided to recommend going forward with attached Alternative 3 Layout for development of Improvement Plans, Specifications, and Engineer’s Estimate. Alternative 3 Layout provides for approximately 260 parking spaces on paved surfaces. Relocation of the main entrance to across from Lorel Way provides better site distance and perpendicular entrance at the intersection with Live Oak Blvd. A perpendicular entrance at Live Oak Blvd. permits possible future signalization. Additionally, this alternative provides connectivity for pedestrians from Live Oak Blvd. and the parking lot to the building, and a separated bus loop. This alternative also protects most of the large mature trees onsite by incorporating them into proposed landscape planters.
Discussion

Improvement plans will include paving, curb, gutter, sidewalk, striping, drainage, lighting, and landscaping improvements. The improvement plan set will be developed as a three phased construction project to accommodate existing parking needs and the bus loop during construction. Since the County has contracted with GHD for the preliminary alternative designs the Department recommends an Independent Contractor Agreement be awarded to GHD to complete the design and develop construction documents associated with the Project. GHD previously developed the plans and specifications for the recently completed Veterans Memorial Circle Parking Lot. GHD was recently selected as the preferred consultant after evaluating the Request for Proposals for the FY2017-18 Road Seals Project and is also qualified to perform the requested work. The Department would like to adopt the PS&E in March, solicit bids during April, award a construction contract in May, and complete Phases 1 and 2 before the end of October 2020. Prior to initiating Phase 3 the modular trailers must be removed from the north end of the site.

Prior Board Action

Improvement Plans were developed in 2004 for a proposed Sutter County Human Services Building. Those improvement plans included civil improvement plans developed by MHM to improve the parking lot around the whole building. Those improvement plans were deemed outdated and unusable for construction by staff because of the changes to the site, changes to the scope of the project, and changes to construction specifications and design requirements. The improvement plans were a valuable resource for ideas.

Board Alternatives

The Board may choose to not award the agreement at this time, however not awarding the agreement would delay the project.

Other Department and/or Agency Involvement

There have been several years of collaboration between the Behavioral Health Department and the Development Services Department regarding improvements to this parking lot. The County Counsel's office has reviewed the Independent Contractor Agreement.

Action Following Approval

The Department will provide the agreement to GHD Inc. for execution and manage the design. The Department will return to the Board for adoption of plans and specifications prior to the solicitation of construction bids.

Fiscal Impact

There is no impact to the General Fund. The project costs were included in the FY 2019-20 Adopted Budget, Capital Projects Fund (0016), Plant Acquisition, Capital Asset – Land Improvement, account 1800-00-54101, project number C1818000004 (PA1804), in the amount of $585,876.

Countywide Goals & Top Priorities Compliance

Awarding an Independent Contractor Agreement to GHD for the design of the Sutter County Behavioral Health Parking Lot addresses the following:

- 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 the entire County region, including upgrading necessary levees to obtain reasonable flood insurance coverage for all residents, businesses, and property owners.
• 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.

Standing Committee Review

This item has been placed on consent and the County Administrator concurs with this recommendation.

Respectfully Submitted,

/s/ Neal Hay
Director of Development Services

Attachments:
1. Consultant Agreement
2. Alternative 3 Exhibit
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this 17th day of December, 2019, by and between Sutter County, a political subdivision of the State of California ("County"), and GHD Inc. ("Consultant").

RECITALS:

A. County has determined that it is desirable to retain Consultant to provide Phase 2 – PS&E for Behavioral Health Parking Lot – 1965 Live Oak Blvd, Yuba City; 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 Phase 2 – Plans, Specifications, and Engineer’s Estimate for Behavioral Health Parking Lot – 1965 Live Oak Blvd., Yuba City (“Services”) as described in Exhibit A which is attached hereto and incorporated herein by this reference.

2. Term. Services under this Agreement shall commence on December 17, 2019, and shall continue until November 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, Annual price, Monthly price or Hourly rate 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 Forty Seven Thousand Nine Hundred Forty and XX/100 dollars ($47,940.00).** 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:**

David Tomm, Project Manager  
Development Services Department  
1130 Civic Center Blvd  
Yuba City, California 95993  
Telephone: (530) 822-7400, Ext. 302

**If to Consultant:**

Kamesh Vedula, Principal  
GDH Inc.  
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 thereafter. If that policy is terminated for any reason during the two year period, Consultant shall purchase an extended reporting provision of 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: ____________________________
Neal Hay, P.E.
Director of Development Services

**CONSULTANT**

By: ____________________________
Kamesh Vedula
Principal/Vice-President

APPROVED AS TO FORM:

By: ____________________________
County Counsel, Sutter County

---

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
ASSUMPTIONS

The project consists of a parking lot design including provisions for on-site municipal bus service. The project location is 1965 Live Oak Blvd, Yuba City, CA. The parking lot study area is depicted below:

The following assumptions were used to develop this scope of work:

1. The entire County complex will be mapped aerially and hard-surface topographic mapping will be performed by GHD or a subconsultant to GHD.
2. Two (2) alternative schematic designs (horizontal information only) will be prepared by GHD.
3. County will provide parking demand (quantity requirements).
4. County will provide resolved parcel/property boundary lines in AutoCAD format.
5. Yuba-Sutter Transit serves the County building via Routes 2A and 2B. A bus enters/leaves the parking lot every 10+/- minutes.
6. County and Caltrans construction standards will be used for the design.
7. Final PS&E will be based on the alternative selected by the County.
8. GHD, or a subconsultant to GHD, will determine R-Value and infiltration rates for the on-site soils (unless specifically excluded by the County).
9. A Hydrology/Hydraulics report will be prepared by GHD (unless specifically excluded by the County).
10. NPDES Stormwater treatment will be included in the design (unless specifically excluded by the County).
11. The only encroachment into City right-of-way may be for culvert connection(s).
12. Landscape plans will be provided by GHD, or a subconsultant to GHD.
EXHIBIT A
Sutter County Health Department Parking Lot
Professional Services Scope of Work

13. Lighting design per Yuba City standards will be included in the design. A new electrical service is not included. The scope assumes an exterior building connection to an existing service panel for lighting. The scope assumes a straight-forward conduit/conductor connection to an existing service panel with capacity for the additional lighting.

14. GHD’s scope does not include: Design of underground utilities (other than those specifically included in this scope); modifications within the city right-of-way (except possible drainage connections); payment of agency fees; right-of-way studies; acquisitions; easements or dedications; preliminary title reports; utility pot-holing; environmental studies; approvals or permits; traffic analysis; construction staking.

PHASE 1 – PRELIMINARY ALTERNATIVE DESIGNS

TASK 1 – Kick-off Field Review/Meeting
GHD will meet with County staff on-site to review issues, goals, constraints and objectives.

TASK 2 – Base Mapping and AutoCAD Set-up
GHD will perform the following services:
- Secure copies of available as-built plans from the County and the City.
- Send requests to utility companies for mapping.
- Photo log the site.
- GHD and a subconsultant will perform aerial mapping and ground surveys and develop design-level mapping and topography. AutoCAD base mapping and sheet set-ups will be performed by GHD.
- Prepare AutoCAD sheet(s) set-up for design.

TASK 3 – Draft Preliminary Designs
GHD will prepare two (2) concept layout designs and submit to the County for review/comment.

TASK 4 – Final Preliminary Design
GHD will prepare a final preliminary design after receipt of comments from the County on the draft designs. GHD will prepare a preliminary construction cost estimate. GHD will submit the final preliminary design and cost estimate to the County.

TASK 5 – Agency Coordination (Allowance)
When not included in one of the other tasks, coordination, meetings, custom exhibits, extra analysis, extra cost estimating, etc. will be performed on a time and materials basis against an allowance task. The amount of work under this task cannot be estimated, and if services beyond the allowance budget are requested, an agreement addendum will be presented to the County for approval.

PHASE 2 – PS&E
EXHIBIT A
Sutter County Health Department Parking Lot
Professional Services Scope of Work

TASK 6 – 60% Plans and Estimate (P&E) Submittal
After receipt of comments and direction from the County, GHD will prepare the 60% plans and estimate. Following are the items anticipated to be completed under this task:

- GHD will include known utilities on the AutoCAD base mapping.
- Geotechnical investigation to determine R-Value and infiltration rate of native soils.
- Preliminary hydrology/hydraulics report as the basis for the site drainage design.
- NPDES Phase II MS4 treatment calculations for treatment of Stormwater runoff.
- Completion of 60% plans and estimate.

The 60% plans are anticipated to include the following sheets:

- Title Sheet
- Layout Sheet(s)
- Grading and Drainage Plan(s), details and profiles (as necessary)
- Construction Details
- Erosion Control Plan and Details
- Landscape and Irrigation Plan(s)
- Lighting Plan

The 60% P&E submittal will include the following:

- 11”x17” Reduced plans – One (1) PDF Copy
- 8.5”x11” Cost estimate – One (1) PDF Copy
- 8.5”x11” Preliminary Hydrology Report – One (1) PDF Copy

TASK 7 – 95% Plans, Specifications and Estimate (PS&E) Submittal
Upon receipt of County’s comments received pursuant to previous tasks, GHD will address the County’s comments and prepare the 95% PS&E. Following are the items anticipated to be completed under this task:

- GHD will coordinate with the applicable utility companies to reduce the potential of utility conflicts during construction.
- Final hydrology/hydraulics report.
- Special provisions (based on Caltrans Standard Specifications) and bid book (based on County-Standard bid documents) will be prepared.
- Completion of 95% PS&E.
- Updated construction cost estimate.

The 95% PS&E submittal will include the following:

- 11”x17” Reduced plans – Three (3) hard copies and one (1) PDF Copy
- 8.5”x11” back-to-back technical special provisions and bid book. Three (3) hard copies and one (1) PDF Copy
- 8.5”x11” Cost estimate – One (1) PDF Copy
EXHIBIT A
Sutter County Health Department Parking Lot
Professional Services Scope of Work

- 8.5”x11” back-to-back Final Hydrology Report – One (1) hard copy and one (1) PDF Copy

TASK 8 – 100% Final PS&E Submittal
Upon receipt of County’s comments received pursuant to previous tasks, GHD will address the County’s comments and prepare the 100% Final PS&E.

The 100% Final PS&E submittal will include the following:

- 11”x17” Reduced plans – Three (3) hard copies and one (1) PDF Copy
- 8.5”x11” back-to-back technical special provisions and bid book. Three (3) hard copies and one (1) PDF Copy
- 8.5”x11” Final Cost estimate – One (1) PDF Copy
- Digital AutoCAD, Excel, and Word files for bid documents (if requested)
- 8.5”x11” Cost estimate – One (1) PDF Copy

TASK 9 – Bidding, Award & Construction Support (Optional Task)
If requested by the County, an agreement amendment will be prepared for this task.

TASK 10 – Reimbursable Direct Costs
GHD will bill the County for the following direct costs with a 15 percent markup, under the appropriate phase of the work.

- Deliveries
- Reproduction
- Vehicle Mileage
- Employee Per Diem
- Subconsultant Invoices
# EXHIBIT B
## Sutter County Health Department Parking Lot
### Budget

**Prepared For:** Sutter County  
**Prepared By:** GHD Inc.  
**Date:** May 8, 2019

<table>
<thead>
<tr>
<th>Phase</th>
<th>Principal in Charge</th>
<th>Project Manager</th>
<th>Project Engineer</th>
<th>Engineer/Technical</th>
<th>Surveyor</th>
<th>Survey Technician</th>
<th>Clerical</th>
<th>Total Hours</th>
<th>Direct Reimb</th>
<th>Subconsultants</th>
<th>Task Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Preliminary Alternative Designs</td>
<td>$250.00</td>
<td>$215.00</td>
<td>$150.00</td>
<td>$120.00</td>
<td>$210.00</td>
<td>$100.00</td>
<td>$75.00</td>
<td>106</td>
<td>$ 500</td>
<td>Michael Lander</td>
<td>$ 4,485.00 $ 22,575.00</td>
</tr>
<tr>
<td>Coordination (Allowance)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Aerotech</td>
<td>$           $ 10,000.00</td>
</tr>
<tr>
<td>2 PS&amp;E</td>
<td>2</td>
<td>24</td>
<td>160</td>
<td>100</td>
<td>8</td>
<td>2</td>
<td>304</td>
<td>1,500</td>
<td>$ 2,300.00</td>
<td></td>
<td>$              $ 47,940.00</td>
</tr>
</tbody>
</table>

**Subtotal**

2 | 24 | 160 | 100 | 8 | 2 | 304 | $ 1,500 | $ 2,300.00 | $              $ 47,940.00 |

**Total**

$500.00 | $6,880.00 | $30,000.00 | $12,960.00 | $9,240.00 | $1,400.00 | $750.00 | $2,000 | $ 2,300.00 | $              $ 4,485.00 | $ 80,515.00 |

**Notes:**
1. The above classifications and billing rates are averages. Billing will be based on the actual employees that provide services.
2. Budgets will be shifted between tasks to meet actual project needs.
3. The above-budgets include project-direct reimbursables.
4. If the Client decides to provide a soils report or R-Value and infiltration rates, $1,000 will be removed from the Phase 2 PS&E budget.
5. If the Client decides to provide the hydrology/hydraulics report, $4,000 will be removed from the Phase 2 PS&E budget.
6. If the Client decides to provide NPDES Phase II MS4 calculations and design, $3,000 will be removed from the Phase 2 budget.
NOTES:
1. ALL STANDARD PARKING SPACES ARE 9' WIDE x 18' LONG.
2. ALL STANDARD ACCESSIBLE SPACES ARE 9' WIDE x 18' LONG.
3. ALL VAN ACCESSIBLE SPACES ARE 9' WIDE x 18' LONG WITH A 9' WIDE LOADING ZONE.
4. DRIVE AISLES ARE 27' WIDE UNLESS OTHERWISE NOTED.

PRELIMINARY PARKING SUMMARY

STANDARD SPACES = 233
STANDARD ACCESSIBLE SPACES = 19
VAN ACCESSIBLE SPACES = 10
TOTAL SPACES = 262
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Neal Hay, Director of Development Services
Department: Development Services
Subject: Approval of Amendment No. 5 to the existing Professional Services Agreement with T. Y. Lin International in the amount of $11,340, with a not-to-exceed amount of $1,453,084, for the Howsley Road (18C-0113) Bridge Replacement Project; and authorization for the Director of Development Services to execute the amendment

Recommendation

It is recommended that the Board of Supervisors:

1) **Authorizes Amendment No. 5 to the existing Professional Services Agreement with T. Y. Lin International in the amount of $11,340.47 for the Howsley Road (18C-0113) Bridge Replacement Project; and**

2) **Authorizes the Director of Development Services to execute the Amendment.**

Background

The California Department of Transportation (Caltrans) inspects the County's bridges bi-annually to observe the condition of the foundation, structural support system, roadway approaches, bridge deck, water course levels and the condition of safety signage and barricades. Caltrans provides the Department with reports that include work recommendations that identify needed maintenance and the report also states the condition of the bridge based on a scale of 1-100. In February 2013, the Department received a report on the Howsley Road Bridge (18C-0113) where the bridge was rated Functionally Obsolete with a Sufficiency Rating of 53.6. The bridge was considered Functionally Obsolete due to the width of the bridge deck and its lack of shoulder width. The Howsley Road Bridge allows Howsley Road to travel east-west from State Route 99 over the Pleasant Grove Canal, a SAFCA flood control structure, to the Placer County Line. Due to its on-ramp and off-ramp access for State Route 99, Howsley Road is an important route for road users and Howsley Road has an Average Daily Traffic (ADT) volume of 3,106 total vehicles, including 180 trucks depending on the time of season.

Discussion

In November 2016, the County awarded a Professional Services Agreement to T. Y. Lin International (TYLI) to develop the construction documents including the environmental studies, environmental permit applications, and right-of-way acquisition documents. The design has progressed, and the consultant has
identified the need to perform an additional soil boring in a floodplain channel to confirm the potential foundation materials at a key bridge support. The Department must increase the consultant’s compensation for their services due to the additional work.

**Prior Board Action**

December 10, 2019: Authorized Amendment No. 4 to the Professional Services Agreement with TYLI in the amount of $17,446; Authorized the Director of Development Services to execute the Agreement

September 10, 2019: Authorized Amendment No. 3 to the Professional Services Agreement with TYLI in the amount of $8,408; Authorized the Director of Development Services to execute the Agreement

December 4, 2018: Authorized Amendment No. 2 to the Professional Services Agreement with TYLI in the amount of $27,655; Authorized the Director of Development Services to execute the Agreement; Approved a Budget Amendment in the amount of $27,655

August 22, 2017: Authorized Amendment No. 1 to the Professional Services Agreement with TYLI; Authorized the Interim Director of Development Services to execute the Agreement.

November 8, 2016: Awarded a Professional Services Agreement for the bridge replacement project; Authorized the Director to execute the Agreement.

March 22, 2016: Authorized the advertisement of a Request for Proposals to prepare the Plans, Specifications and Estimate for the Howsley Road Bridge Replacement Project.

**Board Alternatives**

No viable recommendations are available. The replacement bridge structure will require a new alignment that will impact adjacent properties, consequently detailed foundation analysis and engineering are required to minimize the potential for contractor claims during the construction phase.

**Other Department and/or Agency Involvement**

The California Department of Transportation administers the Highway Bridge Program as an agent for the Federal Highway Administration (FHWA). Caltrans District 3 personnel coordinate the project's NEPA compliance, environmental permits and oversee the preparation and acquisition of right-of-way. The project will require permits from the US Army Corps of Engineers, California Central Valley Flood Protection Board, California Department of Fish and Wildlife, and the California Regional Water Quality Control Board.

County Counsel has reviewed the Professional Services Agreement Amendment.

**Action Following Approval**

The Department will provide the amendment to TYLI for execution.

**Fiscal Impact**

The project costs have no impact to the General Fund. The project is included in the Adopted FY2019-20 Budget, Road, Capital Improvements, Professional and Specialized Services, account #3100-45-52180. The previous agreement amount with TYLI was $1,441,744.00 and with the Amendment, the new agreement amount will be not-to-exceed $1,453,084.00. The project's design costs will be expended over multiple years, and they are federally reimbursable at the rate of 88.53% with the remaining 11.47% being the County's local share of the project expenses.

**Countywide Goals & Top Priorities Compliance**

This proposal assists to implement or is consistent with the following countywide goal:
• 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.

Standing Committee Review

In an effort to continue the bridge replacement design phase, and due to potential delays over the end of year holidays, this matter was not considered by the Public Works/Support Services Committee, but will be presented to the Board of Supervisors for their consideration. The County Administrator concurs with this recommendation.

Respectfully Submitted,

s/ Neal Hay
Director of Development Services

Attachments:
1. Amendment No. 5
AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 5 to Professional Services Agreement (“Amendment”) is between T. Y. Lin International, Inc. (“Consultant”) and Sutter County, a political subdivision of the State of California (“County”). This Amendment modifies the Professional Services Agreement entered into on November 15, 2016 between Consultant and County, and which is attached to this Amendment as Attachment 1, Amendment No. 1 which is attached to this Amendment as Attachment 2, Amendment No. 2 which is attached to this Amendment as Attachment 3, Amendment No. 3 which is attached to this Amendment as Attachment 4, and Amendment No. 4 which is attached to this Amendment as Attachment 5 collectively referred to as the “Agreement”.

RECITALS

A. The parties to this Amendment entered into the Agreement for preparation of construction documents, environmental studies, environmental permit applications, and right-of-way acquisition for the Howsley Road Bridge Replacement Project (18C-0113); and

B. The parties now desire to increase the Allowable Costs of the Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective December 17, 2019:

ARTICLE V. ALLOWABLE COSTS AND PAYEMENTS

Allowable Costs and Payments, Paragraph E, of the agreement shall be deleted in its entirety and replaced with the following:

E. The total amount payable by COUNTY shall not exceed ONE-MILLION FOUR-HUNDRED FIFTY-THREE THOUSAND EIGHTY-FOUR dollars ($1,453,084.00).

All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

COUNTY OF SUTTER

CONSULTANT

By: ________________________________  By: ________________________________

NEAL HAY
Director of Development Services

T. Y. Lin International, Inc.

DATE: ________________________________  DATE: ________________________________

APPROVED AS TO FORM:

SUTTER COUNTY COUNSEL
November 6, 2019

Mr. Neal Hay
Sutter County, Development Services
1130 Civic Center Blvd, Suite C
Yuba City, California 95993

SUBJECT: Howsley Road Bridge Replacement Project
Request for Contract Amendment No. 5
Federal Project No. BRLS-5918(101)

Dear Mr. Hay:

T.Y. Lin International (TYLI) is requesting an amendment to the existing contract for the Howsley Road Bridge Replacement Project to perform an additional geotechnical boring for the project. This was discussed during our PDT calls as a way to reduce County’s risk associated with change of conditions claims that often occur when the geotechnical borings are located a long distance away from the planned foundations.

Our sub consultant, WRECO, originally performed 5 exploratory borings without entering Pleasant Grove Creek Canal in May of 2017. They were unable to enter the canal area due to environmental restrictions and the plan was and remains to drill additional borings once the environmental permits were obtained. These additional borings were intended to be used as confirmation borings for the preliminary geotechnical recommendations provided to the bridge engineers for their design. Because the existing east side finger of roadway embankment extends a distance into the canal, the WRECO was able to drill one of their 2017 borings to a depth of about 81 feet fairly close to where the Abutment 4 piles will be located. The original scope of work called for 5 to 7 total borings and 5 were completed in 2017. The remaining drilling budget will allow for only two more deep borings to be drilled (once permits are obtained). These holes are planned for Bents 2 and 3, where we have significant cast-in-drilled-hole concrete piles planned. The planned and existing boring locations provide good coverage of Bents 2, 3 and Abutment 4, but there is no boring very close to planned Abutment 1. In order to reduce the risk of contractor claims, one additional boring is proposed near Abutment 1. In addition, changes in drilling regulations require that WRECO remove the drilling spoils from the site and dispose of them and this increases the drilling costs for the remaining drilling work.

WRECO has proposed to do the additional work of boring one additional test hole and disposing of the drilling spoils from the three remaining borings for $11,340.47. We believe this to be fair compensation for this additional work. A description of the added work and WRECO’s cost proposal are attached to this letter.

We request the County authorize the additional $11,340.47 to Task 1.2.4.3, Preliminary Geotechnical Investigations, to the contract with a letter as soon as possible.

With the approval of this amendment and Amendment 4 previously submitted, the total fee for the project will increase to $1,453,084.

An Affirmative Action / Equal Opportunity Employer M/F/D/V
We appreciate your consideration of this request. TYLI is committed to completing the scope of services to deliver a high quality project for the County. Please feel free to call me with any questions or comments at (916) 349-4263.

Regards,

Hans Strandgaard
Senior Project Manager
T.Y. Lin International

File: A.5 20191106 Letter Request.docx
Howsley Road Bridge over Pleasant Grove Creek Canal (Existing Bridge No. 18C0113) Replacement Project  
Community of Pleasant Grove, Sutter County, CA

October 29, 2019
Prepared by WRECO

WRECO Additional Scope of Work

For the Howsley Road Bridge (No. 18C0113) over Pleasant Grove Canal Bridge Replacement Project (Project), WRECO will be responsible for performing an additional boring near the planned Abutment 1 to supplement the previously planned borings. This work will include the additional permitting, laboratory testing, and drafting needed to incorporate into the previously scoped foundation report.

**Task 1.2.4.3 Preliminary Geotechnical Investigations – Field Investigations and Laboratory Testing**

**Field Investigation and Laboratory Testing**

For the proposed bridge replacement, WRECO will perform the following additional services to supplement the previously approved scope of services.

For the field investigation and laboratory testing work, WRECO proposes the following work be performed:

- Amend the boring location plan and submit revised plan.
- Go to the site and mark out using a white stake with surveyor flagging (per the USA North 811 mark out guidelines for 50-foot radius coverage) the proposed boring locations a minimum of 72 hours before the start of the field work.
- Obtain (at no cost to WRECO) an encroachment permit and boring permit from the County to perform the drilling work within the limits of the County’s right-of-way, if required.
- WRECO will drill one (1) additional boring along the proposed bridge alignment near the proposed Abutment 1 for the new bridge structure. This boring will be drilled to completion depths between 70 to 90 feet below existing grade. This boring will be backfilled with cement grout per the County’s Department of Environmental Health (DEH) requirements, and the wet cuttings will be drummed and removed from the site. Soil sampling will be performed using driven split barrel samplers following the Standard Penetration Test (ASTM D1586) test methods.
- Bulk samples will also be obtained from the borings for later laboratory testing.
- Representative soil samples will be taken to a certified laboratory for testing. Testing will generally consist of grain size determination, plasticity, unconfined compressive strength, and corrosive potential. Actual testing will be selected based on the materials encountered.

The boring locations, descriptions of the soil encountered, and summary of the laboratory testing will be presented on Log of Test Borings (LOTBs) for inclusion in the Bridge Foundation Report. The LOTBs will be prepared in accordance with the latest Caltrans requirements.

- **Deliverables:**
  - Log of Test Borings (PDF)
Assumptions:

- Rights of entry or other permissions and notifications required to enter the properties required for access to the drilling locations will be provided by others.
- Permitting to enter the channel area and/or perform the investigation within areas under US Army Corps of Engineers jurisdiction will be provided by others.
- The site can be drilled using a truck mounted, rubber tired, drill rig.
- No time of day restrictions will be imposed on the work and no night work will be required.
- Wet drilling spoils and drilling mud will be required to be drummed and removed from the site.
- Site survey will be provided prior to the beginning of work.
- The location of the bridge supports will be provided prior to the start of work.
- WRECO is not responsible for surveying the location of the boreholes.
- No hazardous materials are known to be at the site and work will stop if hazardous materials are encountered.
- No traffic control will be required for this work.
Howsley Road Bridge over Pleasant Grove Creek Canal (Existing Bridge No. 18C0113) Replacement Project  
Sutter County

Work-Hour and Fee Estimate for WRECO Tasks  
Prepared by WRECO  
November 5, 2019

<table>
<thead>
<tr>
<th>TASK</th>
<th>DESCRIPTION</th>
<th>Labor Cost</th>
<th>OH Rate</th>
<th>Fee</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Supervising Engineer</td>
<td>$67.30</td>
<td>134.97%</td>
<td>$60.35</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Senior Geologist</td>
<td>$60.35</td>
<td>10%</td>
<td>$40.04</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Associate Geologist</td>
<td>$40.04</td>
<td></td>
<td>$33.72</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Staff Engineer</td>
<td>$33.72</td>
<td></td>
<td>$33.72</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Staff Geologist</td>
<td>$33.72</td>
<td></td>
<td>$24.17</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Clerical / Tech Editor</td>
<td>$24.17</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Raw Rate</strong></td>
<td><strong>Total</strong></td>
<td><strong>Fee</strong></td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td>Basic Tasks</td>
<td><strong>Labor</strong></td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>16</td>
</tr>
</tbody>
</table>

**Expense**

<table>
<thead>
<tr>
<th>Item</th>
<th>Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel &amp; Per Diem</td>
<td>$50.00</td>
</tr>
<tr>
<td>Permits</td>
<td>$500.00</td>
</tr>
<tr>
<td>Drill Rig -- non DBE</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Drum Removal -- non DBE</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>Laboratory Testing -- non DBE</td>
<td>$900.00</td>
</tr>
<tr>
<td>Office Misc. &amp; Reproductions</td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>Subtotal Expense</strong></td>
<td>$8,700.00</td>
</tr>
</tbody>
</table>

**Total Project Cost** | $11,340.47
ATTACHMENT 1
TY LIN INTERNATIONAL
PROFESSIONAL SERVICES AGREEMENT
DATED 11/08/2016
AGREEMENT FOR PROFESSIONAL SERVICES
SUTTER COUNTY DEVELOPMENT SERVICES DEPARTMENT
PRELIMINARY ENGINEERING FOR THE
HOWSLEY ROAD BRIDGE REPLACEMENT

THIS AGREEMENT is made and entered into this November 4th, 2016, by and between Sutter County ("COUNTY"), a political subdivision of the State of California, and TY Lin International, Inc. ("CONSULTANT").

AGREEMENT

COUNTY and CONSULTANT agree as follows:

ARTICLE I. INTRODUCTION

A. The Project Manager for the "CONSULTANT" will be: CHRIS HODGE, P.E.

The Contract Administrator for COUNTY will be: NEAL HAY, Senior Civil Engineer

B. The work to be performed under this agreement is described in Article II entitled Statement of Work which incorporates CONSULTANT’s Scope of Work, attached hereto as Exhibit “A”, and CONSULTANT’s approved Cost Proposal, attached hereto as Exhibit “B”, both of which are incorporated herein by this reference. If there is any conflict between the Scope of Work, the Cost Proposal and this contract, this contract shall take precedence.

C. CONSULTANT agrees to defend (with legal counsel reasonably acceptable to COUNTY), indemnify and hold harmless COUNTY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will further reimburse COUNTY for any expenditure, including reasonable attorney fees, incurred by COUNTY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

E. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
ARTICLE II. STATEMENT OF WORK

Pursuant to Government Code Section 31000, COUNTY retains CONSULTANT to perform and CONSULTANT agrees to perform all the professional services as described in Exhibit “A” which is attached hereto and incorporated herein by this reference which services shall include plans, specifications, construction estimate and environmental permitting for the Howsley Road Bridge Replacement Project.

ARTICLE III. CONSULTANT’S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT’s Project Manager shall meet with COUNTY’s Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV. PERFORMANCE PERIOD

A. This contract shall go into effect on ____________, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY’s Contract Administrator. The contract shall end on ____________, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
C. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY’s Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY’s Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT’s work. Invoices shall be mailed to COUNTY’s Contract Administrator at the following address:

Neal Hay, Contract Administrator  
Sutter County Development Services  
1130 Civic Center Boulevard  
Yuba City, California 95993  
Telephone: (530) 822-7400

E. The total amount payable by COUNTY shall not exceed **ONE-MILLION THREE-HUNDRED SEVENTY-SEVEN THOUSAND SEVEN-HUNDRED THIRTY-FIVE dollars ($1,377,735.00).**

**ARTICLE VI. TERMINATION**

A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days' written notice to CONSULTANT with the reasons for termination stated in the notice.

B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is **ONE THOUSAND dollars ($1,000).**
ARTICLE VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

ARTICLE VIII. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY’s Auditor-Controller.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY’s Auditor-Controller of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
D. For contracts of $150,000 or greater, CONSULTANT and subconsultant; contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT’s responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’s work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. For contracts of $3,500,000 or greater, CONSULTANT’s Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans’ Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Wcrk Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans’ review of the ICR audit work papers created by the CONSULTANT’s independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I.

 Provisional rates will be as follows:

a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.

c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT’s and/or the independent CPA’s revisions.

3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X. SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT’s obligation to pay its subconsultant(s) is an independent obligation from COUNTY’s obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be
subcontracted without written authorization by COUNTY’s Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by COUNTY’s Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI. EQUIPMENT PURCHASE

A. Prior authorization in writing, by COUNTY’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT’s Cost Proposal and exceeding $5,000, prior authorization by COUNTY’s Contract Administrator is required and three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following:

"CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.
ARTICLE XII. STATE PREVAILING WAGE RATES

A. CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

ARTICLE XIII. CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship to COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. For Plans, Specifications and Estimate agreements:

1. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

2. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

D. For Construction Contract Administration Contracts:
1. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

2. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

3. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion to terminate the contract without liability; to pay only for the value of the work actually performed; or, to deduct from the contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV. PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

A. If federal funding will exceed $150,000, CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress,
or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI. STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. For contracts with Federal funding, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title
VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVIII. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX. CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY’s Contract Administrator.

C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY’s Contract Administrator.

ARTICLE XX. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This contract is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this contract is 12%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall
carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.

D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM],
certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Administrator.

K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY’s Contract Administrator within 30 days.

ARTICLE XXI. CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII. DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY’s Contract Administrator and the Development Services Director who may consider written or verbal information submitted by CONSULTANT.

B. Not later than 30 days after completion of all work under the contract, or completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project...
activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV. SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. If this Agreement requires trenching of five feet or deeper, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

D. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXV. INSURANCE

Without limiting CONSULTANT’s indemnification of the COUNTY, CONSULTANT shall provide and maintain at its own expense during the term of this Agreement the following insurance coverages and provisions:

A. Workers’ Compensation insurance with statutory limits, as required by the laws of any and all states in which CONSULTANT’s employees are located and; Employer’s Liability insurance on an “occurrence” basis with a limit of not less than $1,000,000.

B. Comprehensive General Liability Insurance or Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than one million dollars ($1,000,000) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate, it must be no less than two million dollars ($2,000,000). Each type of insurance shall include coverage for premises/operations, products/completed operations, contractual liability, broad form property damage, X/C/U hazards and personal injury.
C. 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.

D. For Architect or Engineering Services, 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 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).

E. 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.

F. 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.

G. All policies of insurance shall provide for the following:

1. 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.

2. 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.
3. Include a severability of interest clause and cross-liability coverage where Sutter County is an additional insured.

4. Provide a waiver of subrogation in favor of the County of Sutter, Sutter County Board of Supervisors, and officers, officials, employees and designated volunteers of Sutter County for losses arising from work performed by the CONSULTANT under this Agreement.

H. 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) the waiver of subrogation applicable to the workers’ compensation and professional liability policies; and, (iii) that Sutter County will not be responsible for any premiums or assessments on the policy. 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.

I. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

J. 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.

K. 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.
ARTICLE XXVI. OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

D. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII. CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR

A. If claims are filed by COUNTY’s construction contractor relating to work performed by CONSULTANT’s personnel, and additional information or assistance from CONSULTANT’s personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY’s construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT’s personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT’s personnel services under this contract.

C. Services of CONSULTANT’s personnel in connection with COUNTY’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
ARTICLE XXVIII. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.

E. All information related to the any construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.

F. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX. EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI. RETENTION OF FUNDS

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXII. NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the County:

Neal Hay, Contract Administrator
Sutter County Development Services
1130 Civic Center Boulevard
Yuba City, California 95993
Telephone: (530) 822-7400

If to Consultant:

TY Lin International, Inc.
Project Manager: Chris Hodge, P.E.
1601 Response Road, Suite 260
Sacramento CA 95815
Telephone: (916) 349-4250

ARTICLE XXXIII. CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

ARTICLE XXXV. 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.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SUTTER

By: [Signature]
Albert Sawyer
Assistant Director for Public Works

CONSULTANT

By: [Signature]
Authorized Representative
Title: Sr. Vice Pres.

APPROVED AS TO FORM:

By: [Signature]
William J. Vanasek
Assistant County Counsel, Sutter County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
EXHIBIT “A” – SCOPE OF WORK
SCOPE OF SERVICES

The following Scope of Work details how the T.Y. Lin International Project Team (Consultant) will provide Engineering and Environmental Services to secure approval of Project Approval and Environmental Documents (PA&ED) and to prepare Plans, Specification, and Estimate (PS&E) for construction of the Howsley Road Bridge over Pleasant Grove Canal Bridge Replacement Project (Project). Our Scope of Work follows a Work Breakdown Structure (WBS) format with associated activities and corresponding task numbers for completing our proposed scope of services. The lead agency is Sutter County Development Services (County).

Design Standards

Design and environmental work will conform with the following standards:

- Sutter County Dept of Public Works Improvement Standards
- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- California Manual on Uniform Traffic Control Devices
- Caltrans Standard Environmental Reference
- AASHTO LRFD Bridge Design Specifications, 6th Edition (with California Amendments)
- Caltrans Seismic Design Criteria, Version 1.7
- Caltrans Bridge Memos to Designers
- Caltrans 2015 Standard Specifications & Plans
- Caltrans Local Assistance Procedures Manual (LAPM)

Plan preparation will conform with the following practices:

- Civil plans will be prepared in AutoCAD Civil 3D in accordance with the Caltrans Plan Preparation Manual.
- Structure plans will be prepared in Microstation in accordance with the Caltrans Bridge Design Details Manual.
- Project design and detailing will incorporate the use of the Caltrans Bridge Standard Detail Sheets ("XS" sheets), as appropriate.

PHASE 1.0 PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTS

Task 1.1 Project Management-PA&ED

Provide overall project management, coordination, and supervision of project team members to facilitate the performance of the work necessary for the successful delivery of PA&ED.

Task 1.1.1 Kickoff Meeting

Conduct kick-off meeting. Submit a Project Management Plan reflecting the scope of work, project schedule, quality assurance and quality control plan, communications protocol, invoicing procedures, and progress reporting procedures.

**Deliverables:**
- Kick Off Meeting and Notes
- Project Management Plan

Task 1.1.2 Project Development Team (PDT) Meetings

Subsequent to the Kickoff Meeting, Consultant will organize, conduct, and document up to 24 monthly PDT meetings or conference calls to discuss action items from previous meetings, work progress, planned work for the next period, current and potential problems coupled with associated risks and recommended resolutions, and other project issues. Prepare meeting agendas, action item tracking, schedule updates, and meeting notes. Organize, conduct, and document up to 6 additional Project Coordination (PC) meetings with project stakeholders.

**Deliverables:**
- PDT Meetings (up to 24) and Notes
- Project Coordination Meetings with Stakeholders (up to 6)

Task 1.1.3 Execution and Control

Prepare and submit monthly invoices and progress reports along with schedule updates to reflect changes in project milestone progress and activities. Manage scope, schedule, and budget.

**Deliverables:**
- Monthly invoices, project reports, schedule updates

Task 1.1.4 Quality Control/Quality Assurance (QC/QA)

Prepare and execute Quality Control Plan. Perform independent party quality control reviews in accordance with the TYLI’s QA/QC plan for the project design report, geometric approval drawings, engineering studies, estimates, and other applicable deliverables.
submitted to ensure they are complete, accurate, and checked. Perform Quality Assurance review prior to release of milestone submittals to verify the independent QC effort has been completed and review comments addressed, including all required interdisciplinary reviews.

As part of the geometric review of the 35% submittal, perform a levee specific consistency review to verify the planned improvement conform with CVFPB, DWR, and USACE criteria and other constraints identified in Task 1.1.5.1.

**Deliverables:**
- Independent Quality Control reviews on deliverables.

**Task 1.1.5 Coordination with Permitting Agencies**

**Task 1.1.5.1 Jurisdictional Agencies:** Coordinate with RD1000, SAFCA, CVFPB, and the USACE to confirm status of planned improvements to the Pleasant Grove Creek Canal west levee and additional upstream flood protection projects and to determine how the Project can be designed to accommodate the future levee improvements.

1. Facilitate a preliminary kick off meeting between the Consultant, Sutter County, SAFCA, RD1000, CVFPB, and the USACE. During the meeting, an approach to the design will be reviewed and relevant design criteria for use on the project will be discussed (access, design water surface elevation, flow rate, bridge freeboard, earthwork requirements, rock slope protection, etc.). The concerns and interests of SAFCA, RD1000, CVFPB and the USACE will be identified. Secure agreements for Temporary Use Permits for survey, geotechnical, and environmental field work. Prepare a meeting agenda and meeting notes.

2. Up to a total of 8 additional hours of follow up coordination with SAFCA, RD1000, CVFPB, and the USACE to resolve design challenges and to provide additional clarifications.

3. Developing project constraints and design criteria with respect to project features in and around levees for use in Project Design Report.

Coordinate with WAPA to secure agreement for Temporary Use Permits for survey, geotechnical, and environmental field work and to provide Project general geometric and point of access information. Document coordination with meeting notes or records of conversation.

**Deliverables:**
- Initial Levee Design Coordination Meeting and Notes
- Records of Conversation from additional coordination
- WAPA Meeting and Notes

**Task 1.1.5.1 Environmental Resources:** Up to a total of 16 hours to coordinate with Caltrans District 3 Environmental staff and with various State and Federal environmental resource agencies during the PA&ED phase to clearly define the Project impacts and to strategize avoidance and minimization measures.

**Deliverables:**
- Meetings and Notes
- Records of Conversations

**Task 1.1.6 HBP Programming and Approval Assistance**

Assist the County in preparing the necessary programming and authorizing paperwork and technical justifications to gain approval for the Project improvements.

**Deliverables:**
- Long Approach Justification Memo
- Programming LAPG Exhibits 6-B and 6-D
- Environmental LAPM Exhibit 6-A

**Task 1.2 Preliminary Engineering Studies and Design Documentation**

**Task 1.2.1 Initial Alternative Development and Project Footprint**

Use readily available information to develop and screening out initial alternatives. It is anticipated this task will result in two bridge replacement alternatives (Inline and Offset alignments) in addition to a No Build Alternative. The envelop of these project footprints will be used to initiate the preliminary engineering studies.

**Deliverables:**
- Initial Limits of Project Footprint Exhibit
Task 1.2.2 Right of Entry (ROE) Letters

Based on Initial Project Footprint Exhibit, identify property owners with contact names, addresses, and telephone numbers. Prepare and send ROE Letters to property owners requesting permission for access to parcels for the purposes of completing preliminary engineering and environmental surveys and other field work. Compile responses. Distribute permissions and special instructions. Permissions and instructions must accompany all personnel while completing field work.

Deliverables:
✓ ROE Letters
✓ Owner Permissions and Special Instructions

Task 1.2.3 RD1000, CVFPB, and WAPA Temporary Use Permits

Prepare and submit permit applications, as necessary, for access for the purposes of completing preliminary engineering and environmental surveys and other field work, including geotechnical borings adjacent to and through the levee prism and beneath with WAPA power lines. Distribute approved permits. Permits must accompany all personnel while completing field work.

Deliverables:
✓ Permits applications

Task 1.2.4 Engineering Studies

Task 1.2.4.1 Topographic Surveys: Subject to final confirmation by the Initial Project Footprint, complete topographic surveys and mapping within the following limits:
- A strip survey along Howsley Road from 1500’ west of the end of the existing bridge to 1500’ east of the end of the existing bridge. This strip will extend 150’ north of Howsley Road and 250’ south of Howsley Road.
- A 500’ long strip survey along Natomas Road and Pacific Avenue extending out 150’ on each side of these roads.
- Along the existing creek channel at 150’ downstream and at 250’ upstream of the existing bridge.
- Four (4) additional cross-sections as directed by designer for the purpose of hydraulic analyses.

Performed a detailed, design level topographic survey utilizing conventional (non-aerial) field surveying methods. Review any survey information available from the County and utilize this information, as necessary. Locate and map all topographic features necessary to complete the design and construction. Items located will include, but are not limited to, roadway improvement features, pavement, concrete, slopes, grade breaks, drainage features, ditches, culverts, signs, fences, gates, structures, striping, USA markings, overhead utility line heights, driveway features, and trees. Locate all visible above ground utility features such as manholes, vaults, vaults and utility poles, including overhead line heights and alignment. Measurements to accessible sewer and storm drain manholes will be performed to include approximate size, down and direction. Provide this topographic information at cross-section intervals of 50’ or closer, including all horizontal and vertical change in directions. Perform a detailed survey of the existing bridge over Pleasant Grove Canal. Locate deck, rails, barriers, abutments, wing walls, piers, piles, openings and cross-section profiles at each end of the bridge. Include this information in the topographic survey base file. Appropriate labeling, 1’ contours and resolved 3D surface will be provided in an AutoCAD based drawing. Set project control points for utilization of surveys and for future construction control, including a minimum of three (3) outside of the project limits. Survey will be based on the California State Plane Coordinate System, NAD83 and the Sutter County NAVD88 vertical datum, unless otherwise specified.

Complete work utilizing an applicable traffic control plan and observing all water safety precautions.

Deliverables:
✓ AutoCAD base file and PDF
✓ Point Files
✓ Control Diagram
✓ Resolved 3D Surface

Task 1.2.4.2 Right-of-Way Mapping: Establish the right of way and adjacent property boundaries. Research record maps, deed documents, and other record drawings of the right of way and property boundaries. Perform a field survey to locate sufficient monuments of record to resolve and map the record right of way, easements, and adjacent property boundaries. Prepare a right of way and boundary base drawing in AutoCAD format based from record and field observed information.

Ten individual properties are identified adjacent to the right of way along the project limits. The majority of the properties along the project limits are not mapped by a record of survey or parcel map. These properties exist by deed descriptions only which may require additional boundary surveying to resolve. Upon initial research, there are parcel maps of properties westerly and
easterly of the project that will provide monuments and right of way information to enable the resolution the right of way and parcel information, including those described be deed only.

**Deliverables:**
- AutoCAD base file and PDF
- Point Files
- Control Diagram
- Record Maps and Deed Documents
- APN's including Ownership and Parcel Address

**Task 1.2.4.3 Preliminary Geotechnical investigations:** Review available data, including previous studies, provided by the County and the Consultant. Review will include the available County and Caltrans Bridge Inspection Reports, as-built data, published geological and seismological studies, and maintenance records for the Project site. Conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

1. **Field Investigation and Laboratory Testing:** For the proposed bridge replacement and associated roadway approach work, prepare and perform a field investigation to better define the subsurface soil and rock conditions at the site and perform soil classification and strength testing on recovered samples. For the field investigation and laboratory testing work, perform the following work:
   - Go to the site and mark out using a white stake with surveyor flagging (per the USA North 811 mark out guidelines for 50-foot radius coverage) the proposed boring locations a minimum of 72 hours before the start of the field work.
   - Obtain (at no cost to Consultant) an encroachment permit and boring permit from the County to perform the drilling work within the limits of the County's right-of-way for the roadway and underground construction work.
   - Traffic control, where required, will consist of a single lane closure with two way flaggers to complete the boring work along the existing roadway.
   - Drill three to four (3 to 4) borings along the proposed bridge alignment for the new bridge structure. Drill borings to completion depths between 70 to 80 feet below existing grade. Backfill borings with cement grout per the County's Department of Environmental Health (DEH) requirements. Cuttings will be lost on-site unless otherwise directed. Soil sampling will be performed using driven split barrel samplers following the Standard Penetration Test (ASTM D1586) test methods.
   - Drill two to three (2 to 3) borings along the proposed roadway alignment for the roadway profile correction and widening of the approach fill. Drill borings to completion depths between 10 to 20 feet below existing grade. Backfill borings with cement grout per the County's DEH requirements. Cuttings will be lost on-site unless otherwise directed. Soil sampling will be performed using driven split barrel samplers following the Standard Penetration Test (ASTM D1586) test methods.
   - Traffic control for all borings requiring traffic control will consist of one way traffic with a single lane closure and flaggers.
   - Bulk samples will also be obtained from the borings for later laboratory testing.
   - Representative soil samples will be taken to Consultant's certified laboratory for testing. Testing will generally consist of grain size determination, plasticity, unconfined compressive strength, maximum dry density/optimum moisture content, corrosive potential, and R-value.

The boring locations, descriptions of the soil encountered, and summary of the laboratory testing will be presented on Log of Test Borings (LOTBs) for inclusion in the Geotechnical Design Report. The LOTBs will be prepared in accordance with the latest Caltrans requirements.

2. **Draft Geotechnical Design Report:** Prepare Draft Geotechnical Design Report, including draft Bridge Foundation recommendations in accordance with the 2009 Caltrans Foundation Report Preparation for Bridges, to provide recommendations for design and construction of the Project. To the extent possible based on the level of engineering available, the report will include the following:
   - A Project summary and description of the geotechnical work performed.
   - A discussion of the regional and local geology as it pertains to the Project.
   - A summary of the identified site soil and rock conditions observed at the site, summary of the laboratory testing results, and LOTBs,
A discussion of the regional seismology and seismic design parameters for the proposed Project site in accordance with the Caltrans 2009 ARS Online Design Tool and the Caltrans Seismic Design Criteria, Version 1.7, April 2013.

A liquefaction evaluation of the identified site soils. At this time we anticipate the chance of liquefaction occurring at the site is low to moderate.

An engineering soil and profile of the Project site that will be used to aid in the design of the proposed foundations.

The results of the grain size determination of the site soils will be provided for use in determining the theoretical predicted scour at the site based upon the proposed bridge configuration.

Approach grading recommendations will be provided for any profile correction and approach widening work.

Retaining wall foundation recommendations for any approach retaining walls required to retain approach fill.

Contract Standard Special Provision (SSP) language will also be prepared for inclusion in the Contract Documents to better identify and quantify the foundation construction risk during bidding and therefore reduce the occurrence of a Contract Change Order (CCO) resulting from the foundation excavation and construction.

Cut and fill requirements and any special issues regarding groundwater, difficult excavation, expansive soils, or other hazards encountered in the borings.

Slope stability analyses performed on all new slopes and recommendations for construction.

Recommendations for the reuse of excavated materials and volumes of such (swell and/or shrinkage factors to be applied) as well as estimated quantity of import/export fill.

Recommendations for utilities and buried metal conduits based upon the results of the corrosion testing.

New structural pavement sections and recommendations for connecting to the existing pavement sections.

Trench excavation shoring design loading and trench bedding and backfill recommendations.

Specific to the Project improvements adjacent to and within the west levee prism, complete the following additional geotechnical evaluations, if required by the levee jurisdictional agencies:

- Levee settlement and stability evaluation
- Levee under seepage and through seepage evaluation

The determinations from the levee evaluations will be included in the Geotechnical Design Report.

Deliverables:

- Draft Geotechnical Design Report with LOTBs (PDF and 3 hard copies)

**Task 1.2.4.4 Hydrologic and Hydraulic Engineering**

1. **Hydrologic Assessment:** No detailed hydrologic study is expected for this Project. Contact the USACE, CVFPB, and SAFCA to research their design flows and criteria. Coordinate with the County to confirm the design discharges.

2. **Hydraulic Analysis:** Perform a hydraulic analysis to determine the design flow characteristics for the existing condition, including the limits and water surface profiles through the study area for the base flow and overtopping flow. Adopt the USACE’s HEC-RAS hydraulic model for the Pleasant Grove Canal as the base model. Obtain the surveyed channel cross-sections from Task 1.2.4.1 for setting up the hydraulic model. The new channel survey and bridge design information will be incorporated into the USACE’s hydraulic model for Pleasant Grove Canal.

3. **Scour Analysis:** Perform a bridge scour analysis to determine the scour potential per the methodology specified in the Federal Highway Administration’s (FHWA) HEC-18, HEC-20, and HEC-23 manuals. Provide recommendations on the need for scour countermeasures for the proposed bridge per the HEC-23 and California Bank and Shore Protection Manual.

4. **Construction Period Flow Bypass:** Coordinate with the RD 1000 and the County on design and outflows during the construction period. Develop the design concept for the construction (summer) flow bypass system during construction. Analyze for adverse impacts to the water surface compared to existing conditions.

5. **Bridge Design Hydraulic Study:** Prepare Draft Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic, bridge scour analyses and countermeasure recommendations, and construction period water surface impacts. The report will also include all of the detailed hydraulic model output.

Deliverables:

- Draft Bridge Design Hydraulic Study (PDF and 3 hard copies)
6. **Drainage Impact Evaluation**: Conduct a preliminary Drainage Impact Study to determine existing hydrology and drainage systems within the Project area. The impact of the Project improvements will be documented, and recommendations for conceptual drainage improvements will be included in a technical report. The planning-level cost estimate for drainage improvements will also be included in the report.

**Deliverables:**
- Draft Drainage Impact Study Report (PDF and 3 hard copies)
- Final Drainage Impact Study Report (PDF and 3 hard copies)

7. **Stormwater Management Plan (SWMP)**: A Stormwater Management Plan is required for all projects creating, replacing or expanding impervious surfaces by 10,000 square feet or more. Prepare the Stormwater Management Plan in accordance with the County’s and the Central Valley Regional Water Quality Control Board’s standards. A draft Stormwater Management Plan will be submitted to the County for review. The draft plan will be updated with any comments from the County prior to the final submittal.

**Deliverables:**
- Draft Stormwater Management Plan (PDF and 3 hard copies)
- Final Stormwater Management Plan (PDF and 3 hard copies)

**Task 1.2.4.5 Preliminary Utility Coordination**: With County's assistance, develop facilities list and owner contact information. Prepare Utility "A" Letters (identification and verification) to be sent to all utility owners believed to be within the Project's footprint. Information received from the utility companies will be incorporated into the base files and verified visually in the field. Identify known conflicts on the geometric approval drawings.

**Deliverables:**
- Template "A" Letters for reproduction on County letterhead
- Compiled Owner Responses (XLS spreadsheet)

**Task 1.2.4.6 Preliminary Right-of-Way**: Obtain preliminary title report, prepare preliminary right-of-way cost estimates and complete Caltrans R/W Data Sheets for 2 potential bridge replacement alignment alternatives. Both potential alignments impact up to 9 different parcels, a couple of which may be full takes resulting in residential displacements.

Based on preliminary design plans, as well as a list of impacted parcels and the square footages associated with each right-of-way impact, evaluate and analyze right-of-way impacts, direct and indirect. Because of the early phase for which these estimates are provided, a conservative approach to potential impacts will be taken. Provide advisory services regarding possible mitigation solutions, particularly related to potential costs and less-costly options. Estimate property values for impacted parcels using traditionally accepted property valuation techniques for partial acquisitions, as well as permanent and temporary easement interests. This process includes searching the local real estate market for recent sales of similar properties in order to determine base values that will then be applied to the right-of-way interests needed from each subject parcel. Once this market data is gathered and applied to the subject properties, the cost study will estimate the probable values of land, as well as impacted improvements, associated damages, and cost-to-cure remediation costs, if applicable. Complete the latest ROW data sheets according to the Caltrans Right-of-Way Manual and all applicable findings.

Steps necessary to complete a preliminary right-of-way cost estimate, as well as Caltrans Right-of-Way Data Sheets as required by the Caltrans Right-of-Way Manual, is as follows:

- Take an inventory of the affected properties.
- Secure preliminary parcel information from online database sources and investigate current ownerships. Utilizing this information and Assessor’s Roll information, determine other valuation considerations such as zoning, lot and building size, current usage, and other relevant factors.
- Visually inspect each property (aerial & street-level views) noting effects of proposed acquisitions.
- Sort each property into product types to determine the set of real estate data to be researched and create valuation data sets for each product type.
- Prepare an estimate of the probable cost of each partial acquisition, as well as permanent and temporary easement interests, including (for partial acquisitions) damages to the remaining parcel, using created data sets from varous real estate value databases.
- Prepare an estimate of the probable relocation assistance (if applicable) for each residential or non-residential occupant located on each property.
Prepare an estimate of the total probable loss of business goodwill (if applicable) attributable to each operating business.
- Prepare an estimate of the inspection and demolition costs (if applicable) associated with delivering each cleared site.
- Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation consultants, title/escrow, legal services, etc.).
- Prepare the latest Caltrans RW Data Sheet according to the Caltrans Right-of-Way Manual.
- Provide QA/QC of final work product, submit to the County and other Project Team members and respond to inquiries.

*Note: It is assumed that information regarding impacted utility and levee facilities, necessary to completion of the Caltrans Right-of-Way Data Sheet, will be provided by the technical design component of the Consultant team.

Deliverable:
- Preliminary Title Reports
- Right-of-Way Data Sheets
- Preliminary Foundation Report

Task 1.2.5 Preliminary Engineering Design

Task 1.2.5.1 Establish Project Plan Format and Standards: Coordinate with County to establish project plan sheet format including Title Sheet and general engineering plan sheets, including sheet size and margins, border layout and content, page number placement, and engineer's stamp placement. Establish standard will be used on all milestone submittals, as applicable.

Deliverables:
- Draft Title Sheet and general engineering plan sheet (PDF and 1 hard copy)
- Final Title Sheet and general engineering plan sheet (PDF and 1 hard copy)

Task 1.2.5.2 Design Criteria and Project Constraints: Obtain and review available data related to the project site and conduct a site review to identify and document physical features and potential design and environmental constraints. Observations shall also be made with regard to approach alignments and lane widths, frequency of traffic, speed limits, adjacent land uses, and other readily apparent features that are deemed applicable to the design of the bridge projects. Record field information using field notes and digital photos. Prepare a Constraints summary based on the results of the research and technical and engineering studies. The summary shall include environmental resources, property, utility, and alignment constraints.

Prepare a geometric design criteria (GDC) summary by reviewing AASHTO, County, and Caltrans highway design criteria and, in coordination with the County, develop an acceptable roadway design criteria. The memo will focus on the twelve geometric controlling criteria with a primary importance for safety in the selection of AASHO design standards as designated by FHWA. The summary will incorporate design designation information, existing and forecast future year traffic counts from County, and other available data used to select the appropriate design criteria. The summary will consider planning efforts and HBP requirements.

The Constraints and GDC summaries will be compiled into the Project Constraints and Design Criteria (PCDC) Memorandum. The PCDC Memo will be used as the basis of alternative development, preliminary engineering, and final design.

Deliverables:
- Draft PCDC Memo (PDF and 3 hard copy)
- Final PCDC Memo (PDF and 3 hard copy)

Task 1.2.5.3 Geometric Plans for Project Alternatives

1. Alternative Analysis and Geometric Approval Drawings: Identify a no build alternative and up to 2 build alternatives based on the known constraints and design criteria. Develop project alternatives that include, but are not limited to, meeting the Purpose and Need of the project; corridor project limits; river crossing feasibility, and utility conflicts. Prepare the Geometric Approval Drawings (GAD) for up to two (2) project alternatives. The GADs will include typical cross sections and horizontal and vertical alignments.

After resolution of public comments on the environmental document, the recommended alternative will be modified accordingly and finalized as the preferred alternative.

Deliverables:
- Project Alternative Concept Exhibits (PDF)
2. **Structures Type Selection and Advanced Planning Studies (APS):** Complete up to three (3) Advance Planning Study (APS) in accordance with the requirements in Section 3-2 "Advance Planning Studies," of Caltrans' Office of Special Funded Projects (OSFP) Information and Procedures Guide, including the APS Checklist and Design Memo and Section 1-8 "Advance Planning Studies," of Caltrans' Memo to Designers. Due to close proximity of alignment alternative, structure types will be applicable to both alternatives. Review geotechnical investigation reports and foundation type recommendations. Prepare the APS drawings in 11"x17" format including plan, elevation, and typical section views.

Complete Structure Type Selection in accordance with Caltrans Memo to Designers Section 1-29

APS Drawings, Itemized Cost Estimates, and APS Checklists will be included as an appendix of the draft design report submittal.

After resolution of public comments on the environmental document, the recommended alternative will be modified accordingly and finalized as the preferred alternative and the Structure Type Selection will be finalized.

**Deliverable:**
- Advanced Planning Studies (APS)
- Draft Structures Type Selection Memo (PDF)
- Final Structures Type Selection Memo (PDF and 3 hard copies)

**Task 1.2.6 Project Design Report**

**Task 1.2.6.1 Cost Estimates for Alternatives:** Prepare a preliminary project cost estimate utilizing the Caltrans "11-page" cost estimate form for two alternatives based on Caltrans Project Development Procedures Manual (PDPM) guidelines for Project Report cost estimates.

**Deliverable:**
- 11-page Alternative Cost Estimates

**Task 1.2.6.2 Fact Sheet for Design Exceptions:** Identify all non-standard design features based on AASHTO and local agency standards. Facts Sheets will be prepared for exceptions for standards and will be included in the Project Design Report.

**Deliverable:**
- Design Exception Fact Sheets

**Task 1.2.6.3 Prepare Draft Design Report:** Prepare a Draft Project Design Report based on the Caltrans PDPM. An administrative Draft Project Design Report will be submitted to the County for review and comment. Up to two submittals of the Draft Project Design Report are anticipated.

**Deliverable:**
- Draft Project Design Report

**Task 1.2.6.4 Circulate, Review, & Approve Draft Design Report:** Once the Final Design Report has been submitted, the Consultant will work with the County and applicable stakeholders to obtain the appropriate signatures.

**Deliverable:**
- Circulate Draft Project Report

**Task 1.2.6.5 Final Design Report:** Upon finalization of the compiled comments from the public review of the draft environmental document, Consultant will update the Draft Design Report to reflect the results from the public review period. A Draft Final Project Report will be submitted to County and other applicable stakeholders for review and comment. Following the receipt of comments, appropriate responses will be provided. A Final Design Report will be prepared and submitted for review and approval.

**Deliverable:**
- Final Project Report
Task 1.3 Environmental Studies

Task 1.3.1 Update Environmental Action Plan

The current LAPM Exhibit 6-A Preliminary Environmental Study (PES) form and project description address an in-line bridge replacement alternative with no additional right-of-way acquisition. Based on a preliminary assessment of site constraints, an offset alignment will likely be carried forward into final design.

Provide text description and design details and prepare a description of the proposed project suitable for use in the environmental technical studies. Description will include details of construction methodology, phasing, schedule, staging, easements, and traffic management for use in developing the updated environmental project description. If necessary, the environmental Study Area will be modified to address the updated project footprint. Provide the County and Caltrans with an updated PES form, if required. Coordinate with County and Caltrans.

Deliverables: (as needed)
- Updated Project Description
- Updated Environmental Study Area Map
- Updated Preliminary Environmental Study form

Task 1.3.2 General Environmental Studies

Task 1.3.2.1 Initial Site Assessment (ISA): Prepare an Initial Environmental Site Assessment (ISA) in accordance with industry standards and current Caltrans requirements. Review available data, including previous studies, Caltrans Bridge Inspection Reports, Resource Conservation and Recovery Act (RCRA) facility inspections and plans, site investigation reports, groundwater monitoring reports, and Federal and State record reviews within one mile of the Project site obtained by the Consultant and provided by the County and other sources.

Perform an ISA and summarize the results in a technical memo. Incorporate the comments received from the County on the draft technical memo and prepare the final technical memo. The memo will comply with Caltrans SER and CEQA/NEPA requirements.

Deliverables:
- Draft ISA Report (PDF and 3 hard copies)
- Final ISA Report (PDF and 3 hard copies)

Task 1.3.2.2 Environmental Hydraulics: Based on preliminary qualitative hydrologic, hydraulic, and geomorphic assessments, the Project may potentially result in a significant floodplain encroachment. Prepare a Floodplain Evaluation Report (FER), including the Technical Information for Location Hydraulic Study (LHS) and Floodplain Evaluation Report Summary (FERS) form to document the investigation and determine the specific impacts to the floodplain.

Deliverables:
- Draft FER Report (PDF and 3 hard copies)
- Final FER Report (PDF and 3 hard copies)

Task 1.3.3 Biological Studies

Prepare the applicable biological resources studies for the bridge project, including the preparation of the Jurisdictional Waters Delineation, a Natural Environment Study, and Biological Assessment.

Task 1.3.3.1 Biological Field Survey: Conduct general field surveys to map botanical and zoological communities and assess habitat conditions and to evaluate potential impacts to sensitive biological resources from the proposed Project. Inspect the existing bridge for presence of bats and swallowing or other nesting birds. Conduct field surveys appropriate to the season.

Task 1.3.3.2 Jurisdictional Waters Delineation (JWD) Report: A delineation of Aquatic Resources (including Waters of the United States and wetlands) will be conducted Environmental Study Limit (ESL) (also known as Environmental Study Area Map) for the proposed bridge project.

Develop an electronic copy in AutoCad format of the study area. Coordinate with the County and Caltrans to ensure that the ESL is clearly defined. All waters of the United States that meet the USACE criteria will be delineated on-site per the 1987 Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (2008) in accordance with the current guidelines (i.e., Rapanos) and in accordance with the USACE 2012 minimum mapping standards. Obtain aerial photography of the site, using readily available resources. Integrate topography for the project sites as supplied by the technical component of the Consultant team. If not available, USGS topo will be used. If determined necessary by the USACE, conduct a site visit with the USACE to verify the wetland delineation.
Deliverables:
✓ Draft JD Report (PDF and 3 hard copies)
✓ Final JD Report (PDF and 3 hard copies)

Task 1.3.3.3 Biological Assessment (BA): Prepare the BA, which is necessary due to the potential for GGS, a federally listed special-status species. The BA will include:

- Request for an official U.S. Fish and Wildlife Service (USFWS) Species List with updates as needed
- Review existing literature, environmental documents, etc.
- Request technical assistance from USFWS, National Marine Fisheries Service (NMFS), and California Department of Fish and Wildlife as needed
- Coordinate with jurisdictional agencies as needed

Provide mapping and supporting figures as required to supplement analysis provided in the BA. Produce a draft version of the BA based on the Caltrans template. Upon receiving the County’s comments, provide written responses to comments and revise the draft document.

The potential presence of threatened and endangered species within the project area will require consultation with the USFWS under Section 7 of the Endangered Species Act. It is anticipated that the bridge project will result in a "may affect, but not likely to adversely affect” determination for listed species. Consultation will be coordinated by Caltrans as part of the NEPA clearance process.

Include the BA information and proposed recommendations/mitigation into the CEQA Initial Study/Mitigated Negative Declaration as appropriate.

Deliverables:
✓ Draft BA Report (PDF and 3 hard copies)
✓ Final BA Report (PDF and 3 hard copies)

Task 1.3.3.4 Natural Environment Study (NES): A NES describes the existing biological environment and how the Project alternatives affect that environment. Summarize technical research and surveys (e.g., focused species studies, wetland assessments, etc.) related to potential effects on biological resources in the Environmental Study Limits (ESL) (also known as Environmental Study Area Map) for use in the environmental document. Prepare the NES using the Caltrans template, which includes: introduction, background research, issue identification/scoping, level of detail, area of direct and indirect effect, contacts with agencies and individuals, field survey methods, mapping, waterways, wetlands, and jurisdictional areas, plant survey techniques, wildlife survey techniques, evaluating effects and providing input on significance, determining significance of effects, determining significance of effects, and mitigation measures.

Based on a preliminary review of the bridge facilities, the project area includes the potential for the following federally and state listed (threatened) special status species: federal Giant Garter Snake (GGS) and state Swainson’s Hawk.

Include the biological resources information and proposed recommendations/mitigation into the CEQA Initial Study/Mitigated Negative Declaration, as appropriate.

Deliverables:
✓ Draft NES Report (PDF and 3 hard copies)
✓ Final NES Report (PDF and 3 hard copies)

Task 1.3.4 Cultural Resource Study

Prepare the appropriate archaeological studies for the bridge project. According to the PES and the Caltrans Professionally Qualified Staff (PQS), which evaluates the historical significance of the project bridges, an Historic Resources Evaluation Report (HRER) is also necessary given that the Pleasant Grove Canal is part of the historic Reclamation District 1000 (RD 1000). Include the archaeological resources information into the CEQA Initial Study/Mitigated Negative Declaration, as appropriate. Deliver Final inventory report to Northeast Information Center.

The proposed project requires compliance with the National Historic Preservation Act (NHPA) Section 106 and will result in consultation with the State Historic Preservation Officer (SHPO). Consultation will be coordinated by Caltrans as part of the NEPA clearance process.

Include the archaeological resources information into the CEQA Initial Study/Mitigated Negative Declaration (Task 6) as appropriate.
Task 1.3.4.1  Cultural Records, Research and Field Surveys: Conduct a Records Search involving County Records maintained by the Northeast Information Center at CSU-Chico. Consult with the Native American Heritage Commission re. Sacred Land listings, and with local Native American representatives regarding information they may provide concerning prehistoric sites and possible traditional use areas within or near the APE. Conduct a pedestrian archaeological survey (for prehistoric and historic archaeological sites) within the APE.

Task 1.3.4.2  Area of Potential Effect (APE) Map – Archaeological & Architectural: Develop an electronic copy in AutoCad format of the APE map. Coordinate with County and Caltrans to ensure that the APE is clearly defined and suitable for use as the basis of the Cultural Resource Study.

Deliverables:
- Draft APE Map (PDF)
- Final APE Map (PDF)

Task 1.3.4.3  Archaeological Survey Report (ASR): Prepare an Archaeological Survey Report (ASR) including relevant Primary Records (State DP 523 forms) for prehistoric sites identified during the pedestrian field survey.


Task 1.3.4.6  Historic Property Survey Report (HPSR): Prepare the HPSR, summarizing the findings in the ASR and HRER.

Deliverables:
- Draft ASR, HRER, HPSR (PDF)
- Final ASR, HRER, HPSR (PDF and 3 hard copies)

Task 1.4  NEPA/CEQA Environmental Document

Task 1.4.1  CEQA Initial Study

Prepare an Initial Study (IS)/Mitigated Negative Declaration (MND) for the proposed project, with the assumption that the IS will result in the preparation of a MND for the project bridges. The IS/MND is intended as a project-level environmental review document identifying and addressing the potential impacts associated with the construction, implementation, and operation of bridge improvements. Prepare IS/MND pursuant to CEQA Guidelines.

Collect and review pertinent documents that will serve to establish the baseline conditions for inclusion in the IS/MND. As part of the IS/MND, review and incorporate, and tier from as appropriate, reports and technical studies prepared for the Project. Summarize the existing environmental setting or baseline conditions used for analysis in the IS/MND using available data sources (i.e., NRCS soils mapping, FIRM maps, General Plan documents and existing studies, which shall be incorporated by reference).

Task 1.4.1.1  CEQA-IS Admin Draft: Prepare and submit an Administrative Draft IS/MND to the Lead Agency (County) for review and comment. Incorporate or address review comments into the document. It is assumed that comments will be limited to general grammatical changes and minor additions or clarifications and would not result in the need for additional technical studies that are not included in the scope of this document.

Deliverables:
- Admin Draft CEQA-IS/MND

Task 1.4.1.2  CEQA-IS Public Draft: Address County comments on Admin Draft CEQA-IS/MND. Prepare Public Draft IS/MND and Notice of Intent to Adopt an MND (including Notice of Opportunity). Provide to County for notification, distribution, and circulation for public comment. Public review period is 30 calendar days.

Deliverables:
- Public Draft IS/MND (PDF and 15 hard copies)
- Notice of Intent to Adopt MND

Task 1.4.1.3  Prepare Response to Public Comments: At the conclusion of the public review period, compile and review the comments received. Although, it is not necessary to provide responses to comments received on an CEQA-IS/MND, the County must consider the comments received prior to approving the Project. It is assumed that no technical specialist assistance or revisions to the CEQA-IS/MND is required to address comments prior to adopting the MND. No formal response document is prepared. The rec

Assist County with preparation of Notice of Completion/Environmental Document Transmittal(NOCD/EDT) and Notice of Determination (NOD).
Howsley Road Bridge (18C 0113) over Pleasant Grove Canal Replacement Project
Federal-Aid No. BRLO-5918(101)

**Deliverables:**
- Compiled Public Comments
- Draft NOC/EDT and NOD

**Task 1.4.1.4 Prepare Mitigation and Monitoring Plan:**
Prepare Mitigation Monitoring & Report Plan (MMRP)/Environmental Commitment Record (ECR) in accordance with CEQA Section 15097. Incorporate mitigation measures stated in CEQA IS/MND to ensure stated measures are properly implemented.

**Deliverable:**
- Environmental Commitment Record (ECR) / Mitigation Monitoring Reporting Program (MMRP)

**Task 1.4.1.5 Adoption of Mitigated Negative Declaration and MMP:**
Assist County, as needed.

**Task 1.4.2 NEPA Categorical Exclusion (CE)**
Assist Caltrans in the completion of the NEPA-CE form. Assistance may include documenting mitigation commitments, summarizing conclusions of technical studies, and documenting applicable permit effective dates, up to the hours estimated.

**Task 1.5 35% Design Plans and Estimate**
It is estimated that the 35% Plans and Estimate will include the following plans sheets:

<table>
<thead>
<tr>
<th>Sheet Title</th>
<th>Anticipated # of Sheets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title Sheet</td>
<td>1</td>
</tr>
<tr>
<td>Typical Cross Sections</td>
<td>2</td>
</tr>
<tr>
<td>Project Controls</td>
<td>1</td>
</tr>
<tr>
<td>Layout and Profile</td>
<td>2</td>
</tr>
<tr>
<td>Stage Construction (Preliminary)</td>
<td>2</td>
</tr>
<tr>
<td>General Plan</td>
<td>1</td>
</tr>
<tr>
<td>Foundation Plan</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total Sheet Count:</strong></td>
<td><strong>10</strong></td>
</tr>
</tbody>
</table>

**Task 1.5.1 35% Civil Plans**
Prepare the 35% level civil design plans based on the preferred alternative. Prepare a right-of-way requirement map depicting the right-of-way needs based on the 35% plans. Prepare a utility conflict map depicting the known conflicts between the proposed project improvements and anticipated construction activities and the known utilities.

**Deliverable:**
- 35% Level Civil Plans (included in Task 1.5.5)
- Right-of-Way Requirement Map

**Task 1.5.2 35% Structures Plans**
Prepare the 35% level structure design plans based on the preferred alternative.

**Deliverable:**
- 35% Level Structure Plans (included in Task 1.5.5)

**Task 1.5.3 Utility Conflict Map**
Prepare a utility conflict map depicting the known conflicts between the proposed project improvements and anticipated construction activities and the known utilities.

**Deliverable:**
- Utility Conflict Map

**Task 1.5.4 35% Engineer’s Estimate**
Include all the major cost components for the preferred alternative based on the 35% plans. The unit prices for each item will be based on the Caltrans Cost Database and recent related projects, accounting for the cost fluctuations due to Project location and quantity. The structure cost will include a General Plan estimate identifying all anticipated bid items. The civil cost will be based
on the details included on the plans when available and will include items from the planning level estimate when no details are available.

**Task 1.5.5  Submit 35% Plans & Estimate**
Prepare and submit formal 35% Plans & Estimate package to County.

**Deliverable:**
- 35% Engineer’s Estimate (included in Task 1.5.5)

**Task 1.5.6  County Review and Comment (35%)**
County Task.

**Task 1.5.7  Prepare and Submit Response to Comments (35%)**
Prepare and submit a formal response to the comments provided by the County review of the 35% Plans & Estimate submittal.

**Deliverable:**
- Response/Comment Matrix (35%) (PDF)

---

### PHASE 2.0 Final Design and Permitting

**Task 2.1  Project Management-Final Design**
Provide overall project management, coordination, and supervision of project team members to facilitate the performance of the work necessary for the successful delivery of PS&E.

**Task 2.1.1  Project Development Team (PDT) Meetings**
Subsequent to completing Phase 1 PA&ED, Consultant will organize, conduct, and document up to 24 monthly PDT meetings or conference calls to discuss action items from previous meetings, work progress, planned work for the next period, current and potential problems coupled with associated risks and recommended resolutions, and other project issues. Prepare meeting agendas, action item tracking, schedule updates, and meeting notes. Organize, conduct, and document up to 6 additional Project Coordination (PC) meetings with project stakeholders.

**Deliverables:**
- PDT Meetings (up to 24) and Notes
- Project Coordination Meetings with Stakeholders (up to 6)

**Task 2.1.2  Execution and Control**
Prepare and submit monthly invoices and progress reports along with schedule updates to reflect changes in project milestone progress and activities. Manage scope, schedule, and budget.

**Deliverables:**
- Monthly invoices, project reports, schedule updates
- LAPM certifications and checklists for PS&E completion

**Task 2.1.3  Quality Control/Quality Assurance (QC/QA)**
Prepare and execute Quality Control Plan. Perform independent party quality control reviews in accordance with the TYLI’s QA/QC plan for the project design: report, geometric approval drawings, engineering studies, estimates, and other applicable deliverables submitted to ensure they are complete, accurate, and checked. Perform Quality Assurance review prior to release of milestone submittals to verify the independent QC effort has been completed and review comments addressed, including all required interdisciplinary reviews.

At the 65% and 95% submittals, perform a levee specific consistency review of the project documents to confirm that no changes have occurred since the previous submittal that would negatively impact levee-related criteria.

**Deliverables:**
- Independent Quality Control reviews on deliverables.
Task 2.1.4 Coordination with Permitting Agencies

**Task 2.1.4.1 Jurisdictional Agencies:** Coordinate with RD1000, SAFCA, CVFPB, and the USACE to confirm agreement with planned Project improvements and accommodation of the future levee improvements and access requirements. Prepare meeting agenda and meeting notes.

1. **Pre-Permit Meeting:** Shortly after the 65% P&E submittal, facilitate a design review meeting between the Consultant, Sutter County, SAFCA, RD1000, CVFPB, and the USACE.
2. **Levee Design Integration Meeting:** Shortly after the 95% PS&E submittal, facilitate a design integration meeting between the Consultant, Sutter County, SAFCA, RD1000, CVFPB, and the USACE to review the final proposed project improvements for conformance with the permit and regulatory requirements.

Coordinate with WAPA to confirm agreement with planned Project improvements and accommodation of the WAPA safety, maintenance, and access requirements. Prepare meeting notes or records of conversation.

1. **Design Review Meeting:** Shortly after the 65% P&E submittal, facilitate a design review meeting between the Consultant, Sutter County, and WAPA. Review planned improvements. Document concerns and additional requirements.
2. **WAPA Design Integration Meeting:** Shortly after the 95% PS&E submittal, facilitate a design integration meeting between the Consultant, Sutter County, and WAPA to review the final proposed project improvements for conformance with the WAPA requirements in preparation of the WAPA License Agreement.

**Deliverables:**
- Pre-Permit Meeting and Notes
- Levee Design Integration Meeting and Notes
- Design Review Meeting and Notes
- WAPA Design Integration Meeting and Notes

**Task 2.1.4.2 Environmental Resources:** Up to a total of 16 hours to coordinate with Caltrans District 3 Environmental staff and with various State and Federal environmental resource agencies during the PA&ED phase to clearly define the Project impacts and to strategize avoidance and minimization measures.

**Deliverables:**
- Meetings and Notes
- Records of Conversations

Task 2.1.5 HBP Programming and Approval Assistance

Assist the County in preparing the necessary programming and authorizing paperwork to gain approval for the Project improvements. Prepare various LAPM certifications and checklists associated with PS&E completion.

**Deliverables:**
- Requests for Authorizations to Proceed with Right-of-Way, Utility Relocations, and Construction
- Additional Programming LAPG Exhibits 6-B and 6-D, as needed
- PS&E, R/W, and Utility Certifications

Task 2.2 Final Utility Coordination

Complete Project related utility coordination in accordance with LAPM Chapter 14.

**Task 2.2.1 Location Verification (Potholing, Survey)**

Based on owner responses to Utility Conflict Map and the Project as defined in the 35% submittal, conduct physical verification of underground utilities including pothing at locations designated on a pothing plan sheet and topographic survey of pothole locations (x,y) and depth (z). Prior to any potholing onsite activities, USA North 811 will be contacted to mark site. Summarize surveyed information including owner and facility type in a Pothole Data Table and include in the Project contract documents. It is assumed 10 pothole locations will be identified.

**Deliverables:**
- Pothole Data Table
Task 2.2.2 Utility “B” Letters - Identify Conflicts and Claim of Liability
After completion of the 65% submittal, prepare and distribute “B” Letters to all utility companies with identified utility conflicts. The Utility “B” Package will consist of the following materials:
- A vicinity map capturing the boundaries of all potential construction work;
- 65% plans showing the proposed project and the utility facilities location and conflicts;
- A letter on County letterhead that provides information on the project status, possible delays, advertising date, & construction schedule, and that requests the following actions from each utility owner-
  - Verify the location of the utilities,
  - Identify potential conflicts,
  - Prepare utility relocation/resolution plans,
  - Identify the owner’s claim of liability

Provide a template of the “B” Letter package for printing on County letterhead. It is assumed the County will send directly to owners.

**Deliverables:**
- Template for “B” Letter Package (PDF or Word DOC)

Task 2.2.3 Resolve Liability
Assist County in coordinating with owners to resolve liability.

Task 2.2.4 Report of Investigation (ROI)
Complete LAPM Exhibit 14-E to document the County’s liability for utility relocation costs.

**Deliverables:**
- Report of Investigation (PDF or Word DOC)

Task 2.2.5 Draft Utility Agreements (UA)
Prepare a UA, County is liable for any portion of the utility relocations. The draft UA will be provided to the County for review and comment. A revised UA will address the comments received by the County.

**Deliverables:**
- Utility Agreements (PDF or Word DOC)

Task 2.2.6 Utility “C” Letters - Draft Notice to Owners (NTO), Relocation/Resolution Plan, UA
Prepare a Utility “C” Letter package for each utility company requiring relocation. Prior to sending “C” Letter package to utility company, provide Caltrans DLA opportunity to review and approve the ROI, NTO, and UA. Provide a template of the “C” Letter package for printing on County letterhead. It is assumed the County will send directly to owners.

**Deliverables:**
- Template for “C” Letter Package (PDF or Word DOC)

Task 2.2.7 Submit Utility Relocation Package to Caltrans (UA, ROI, NTO, Utility Relocation Plans, & Cost)
Submit final package of listed documents to Caltrans DLA for final review and approval prior to proposed R/W Certificate date.

Task 2.2.8 Caltrans Review Utility Relocation Package
Caltrans Task.

Task 2.2.9 Caltrans Accepts Utility Relocation Package
Caltrans Task.

Task 2.2.10 Utility Agreements and NTO Complete - No Action

Task 2.2.11 Prepare & Submit Utility Clearance Memo
Prepare issue a Utility Clearance Memo that lists all conflicts, locations, the NTO numbers and issued date, liability, and estimated completion date. The information on this memo will be incorporated into the R/W Certification.

**Deliverables:**
- Utility Clearance Memo (PDF or Word DOC)
Task 2.3 Right-of-Way Appraisal and Acquisition (Optional-Scope and Fee to be Determined)

Task 2.4 Final Engineering Studies

Task 2.4.1 Final Geotechnical Investigation
Concurrent with the development of the 65% Submittal, finalize the geotechnical investigation and reporting.

**Deliverables:**
- Final Geotechnical Design Report (PDF and 3 hard copies)

Task 2.4.2 Final Hydraulic/Hydrologic Studies
Concurrent with the development of the 65% Submittal, finalize the hydraulic investigation and reporting.

**Deliverables:**
- Final Bridge Hydraulic Study (PDF and 3 hard copies)

Task 2.5 Plans, Specifications, & Estimate
It is estimated that the final Project contract Plan List will include the following plans sheets:

<table>
<thead>
<tr>
<th>Sheet Title</th>
<th>Anticipated # of Sheets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title Sheet</td>
<td>1</td>
</tr>
<tr>
<td>Abbreviations and Notes</td>
<td>1</td>
</tr>
<tr>
<td>Typical Cross Sections</td>
<td>2</td>
</tr>
<tr>
<td>Project Control</td>
<td>1</td>
</tr>
<tr>
<td>Layout Plan</td>
<td>2</td>
</tr>
<tr>
<td>Profile and Superelevation</td>
<td>5</td>
</tr>
<tr>
<td>Construction Details</td>
<td>8</td>
</tr>
<tr>
<td>Erosion Control &amp; Quantities</td>
<td>3</td>
</tr>
<tr>
<td>Contour Grading</td>
<td>2</td>
</tr>
<tr>
<td>Drainage Plan &amp; Profiles</td>
<td>3</td>
</tr>
<tr>
<td>Drainage Details &amp; Quantities</td>
<td>2</td>
</tr>
<tr>
<td>Utility Plan</td>
<td>2</td>
</tr>
<tr>
<td>Construction Area Signs</td>
<td>1</td>
</tr>
<tr>
<td>Stage Construction</td>
<td>3</td>
</tr>
<tr>
<td>Traffic Handling Plan, Details, QTYs</td>
<td>8</td>
</tr>
<tr>
<td>Signing and Striping Plan, QTYs</td>
<td>4</td>
</tr>
<tr>
<td>Summary of Quantities</td>
<td>1</td>
</tr>
<tr>
<td>General Plan</td>
<td>1</td>
</tr>
<tr>
<td>Index to Plans</td>
<td>1</td>
</tr>
<tr>
<td>Deck Contours</td>
<td>1</td>
</tr>
<tr>
<td>Foundation Plan</td>
<td>1</td>
</tr>
<tr>
<td>Abutment 1/7 Layout</td>
<td>2</td>
</tr>
<tr>
<td>Abutment Details No. x</td>
<td>3</td>
</tr>
<tr>
<td>Bent Layout</td>
<td>1</td>
</tr>
<tr>
<td>Bent Details No. x</td>
<td>2</td>
</tr>
<tr>
<td>Typical Section</td>
<td>1</td>
</tr>
<tr>
<td>Girder Layout</td>
<td>1</td>
</tr>
<tr>
<td>Girder Details No. x</td>
<td>1</td>
</tr>
<tr>
<td>Structure Approach Type N(30S)</td>
<td>1</td>
</tr>
<tr>
<td>Structure Approach Drainage</td>
<td>1</td>
</tr>
</tbody>
</table>
Task 2.5.1 65% P&E and Bid Item List

Prepare 65% Plans & Estimate, which will include the applicable sheets from the Plan List. The 65% Plans & Estimate set the definition of the project for right-of-way acquisition, levee jurisdiction coordination and permitting, environmental resource agency coordination and permitting, and utility relocation coordination and approval.

- **Task 2.5.1.1** 65% Civil Plans: Update plans based on resolution of County comments and updated Project Information.
- **Task 2.5.1.2** 65% Structure Plans: Complete structure design. Structure plans will be “100%/Unchecked” details.
- **Task 2.5.1.3** 65% Cost Estimate: Cost estimate will be broken into civil and structure sections with final combined Project total. Unit pricing will be updated from the 35% estimate.
- **Task 2.5.1.4** 65% Bid Item List: Bid item list contains a breakdown of the units of work comprising the cost estimate and the pending technical specifications.
- **Task 2.5.1.5** Submit 65% Plans & Estimate and Bid Item List
- **Task 2.5.1.6** County Review and Comment (65%)
- **Task 2.5.1.7** Prepare and Submit Response to Comments (65%): Prepare and submit a formal response to the comments provided by the County review of the 65% Plans & Estimate submittal.

**Deliverable:**
- 65% Plans & Estimate and Bid Item List (PDF; Hard Copies: 2
  11x17 plan set and 2 8.5x11 estimate)
- Response/Comment Matrix (65%) (PDF)

Task 2.5.2 95% PS&E

Prepare 95% Plans, Specifications, & Estimate, which will include the complete Plan List and other contract documents. Final conditions and requirements from the PLACs may not be available at this time.

- **Task 2.5.2.1** Independent Design Check: Based on the 65% plans, prepare independent design check calculations of the structure details performed by an independent engineer not involved in development of the 65% plans. Include all analyses and computations necessary to independently check all aspects of the design shown on the 65% plans. Results of the check calculations shall be compared with the original design. Resolved discrepancies between the designer and checker, and document the resolutions in the calculations.
- **Task 2.5.2.2** 95% Civil Plans: Update plans based on resolution of County comments and updated Project information.
- **Task 2.5.2.3** 95% Structure Plans: Update plans based on resolution of County comments, updated Project information, and resolution of Independent Design Check discrepancies.
- **Task 2.5.2.4** 95% Cost Estimate: Cost estimate will be broken into civil and structure sections with final combined Project total. Non-participating costs, if any, will also be segregated. Unit pricing will be updated from the 95% estimate. Standard Caltrans summary sheets will be used in reporting bridge and roadway quantities.
- **Task 2.5.2.5** 95% Specifications (Special Provisions): Prepare contract Technical Special Provisions for the applicable portions of Divisions II - X of the 2015 Standard Specifications. Utilize existing Caltrans standard special provisions when possible. Non-standard special provisions will be created as necessary to address Project specific bid items and conditions. Special provision editing will follow Caltrans’ standard practices for editing. It is assumed the County will integrate the Technical Special Provisions into the standard “front-end boilerplate” and contract notices.
- **Task 2.5.2.6** Submit 95% PS&E
- **Task 2.5.2.7** County Review and Comment (95%)
- **Task 2.5.2.8** Prepare and Submit Response to Comments (95%): Prepare and submit a formal response to the comments provided by the County review of the 95% PS&E submittal.

**Deliverable:**
- 95% Plans, Specifications, & Estimate (PDF; Hard Copies: 2
  11x17 plan set, 2 8.5x11 special provisions (no mark ups), 1 8.5x11 special provisions (redline edits), 2 8.5x11 estimate;
  Electronic Files: DOC and XLS formal files will be provided to the County as needed)
Task 2.5.3 100%/Final FS&E

**Task 2.5.3.1 100% Civil Plans:** Update plans based on resolution of County comments and updated Project information.

**Task 2.5.3.2 100% Structure Plans:** Update plans based on resolution of County comments and updated Project information.

**Task 2.5.3.3 100% Cost Estimate:** Update estimate based on resolution of County comments and updated Project information. Unit pricing will be updated, if more than 6 months has elapsed from the 95% PS&E submittal.

**Task 2.5.3.4 100% Specifications (Special Provisions):** Update Technical Special Provisions based on resolution of County comments and updated Project information. Incorporate final conditions from PLACs, right-of-way and temporary use agreement, and other special interest provisions (e.g., utilities).

**Task 2.5.3.5 Submit 100% PS&E:** Prepare and submit the 100% PS&E package for County review. It is not anticipated that any significant comments or revisions will be required as a result of the review. Final Contract Documents suitable for advertisement and bidding purposes will be provided to the County.

**Deliverable:**
- 100% Plans, Specifications, & Estimate (PDF; Hard Copies: 2 11x17 plan set, 2 8.5x11 special provisions (no mark ups), 1 8.5x11 special provisions (redline edits), 2 8.5x11 estimate; Electronic Files: DOC and XLS formal files will be provided to the County as needed)
- Final Contract Documents (PS&E)-To be determined

Task 2.5.4 Prepare Resident Engineer (RE) Package

Prepare a RE Package. The documents in the file should be pertinent to the project work and provide the Resident Engineer and structure representative with relevant information for use during construction, which includes the following items:

- Environmental Commitment Record
- Project Cross Sections
- Construction Staking Notes
- Joint Movement Rating Calculations
- Deck Contour Plots (4-Scales)
- Quantity Summary Sheets and civil quantity calculations
- Final Foundation Report
- Final Hydrology/Hydraulics Report
- Contacts for prefabricated or “off the shelf” items
- Contacts for utility owners
- As-Built plans for existing structures
- Special instructions from the Designer to the Resident Engineer/Structure Representative.

**Deliverable:**
- Resident Engineer Package (PDF and 1 hard copy)

Task 2.6 Permits, Licenses, Agreements, & Certifications (PLACs)

**Task 2.6.1 Environmental**

Prepare environmental permit applications after CEQA and NEPA are approved. Prepare the applications for the U.S. Army Corps of Engineers Section 404 Permit, Regional Water Quality Control Board Section 401 Water Quality Certification, and California Department of Fish and Wildlife 1602 Streambed Alteration Agreement permits. Conceptual mitigation included in the NES, BA, and CEQA Environmental Document will support the permit applications. The County will be responsible for submittal of the permit applications and payment of any associated fees. Coordinate as necessary with the agencies to obtain the permits on the County’s behalf.

As part of developing the PLAC applications, conduct a thorough impacts analysis to quantify project related impacts to waters of the U.S. and GGS habitat. In addition, separate maps will be prepared identifying the jurisdictional boundaries for each of regulatory permit applications. Provide County with a draft maps for review and revisions/modifications, prior to finalizing impact maps for inclusion in permit applications.

**Task 2.6.1.1 USACE CWA Section 404 NWP-14:** Prepare a Clean Water Act (CWA) Section 404 NWP 14-Linear Transportation Projects application to USACE. A NWP 14 applies to activities required for the construction, expansion,
modification, or improvement of linear transportation projects in waters of the U.S. For projects impacting more than 1/10-acre, the NWP 14 requires that a pre-construction notification (PCN) form be submitted to the USACE prior to commencing construction activities if: 1) the loss of waters of the U.S. exceeds 1/10 acre; or 2) there is a discharge in a special aquatic site, including wetlands.

**Task 2.6.1.2 RWQCB CWA Section 401 WQC:** The CWA Section 401 specifies that states must certify that any activity subject to a permit issued by a federal agency, such as the USACE, meets all state water quality standards. In California, the State Water Resources Board (SWRCB) and the regional boards are responsible for taking certification actions for activities subject to any permit issued by the USACE pursuant to Section 404. Such certification actions, also known as 401 Water Quality Certification, include issuing a 401 Certification that the activity subject to the federal permit complies with state water quality standards.

Prepare the Clean Water Act Section 401 Water Quality Certification application for submittal to the Regional Water Quality Control Board (RWQCB). The application cannot be submitted until the lead agency has made a determination per CEQA and the Notice of Determination (NOD) has been filed with the County Clerk.

The 401 Water Quality Certification requires the payment of fees based on the size of the discharge. This scope and cost estimate does not include the RWQCB processing fee.

**Task 2.6.1.3 CDFW Section 1602 SAA:** Prepare the Fish and Game Code Section 1602 application for a Streambed Alteration Agreement (SAA Agreement) from the California Department of Fish and Wildlife (CDFW). Construction drawings at greater than 65% complete for improvements that result in impacts to waters within CDFW jurisdiction will be required. Prior to submission of the permit application, Consultant may be requested to conduct a site visit with CDFW staff to assure that all required information is included in the submittal. The application cannot be submitted until the CEQA documentation and the Notice of Determination (NOD) has been filed with the County Clerk.

Prepare the following: CDFW Jurisdictional Impacts Map identifying those portions of the project area that are within CDFW’s jurisdiction; and, avoidance, minimization, and mitigation measures necessary to protect existing fish and wildlife resources. This section of the application will include measures identified as part of the IS/MND as well as standard best management practices (BMPs) applied by CDFW.

This scope and cost estimate does not include the CDFW SAA application fee.

**Task 2.6.1.4 CDFW CESA Section 2081 ITP:** The proposed project is within five-miles of known locations of Giant Garter Snake (GGS), per the PES, CNDB Map. Prepare the ITP application package and associated documentation. Coordinate with the County in purchasing the appropriate GGS mitigation credits from an approved CDFW mitigation bank.

The ITP Application shall include the following information:

1. Application Information.
2. Species to be covered by the permit.
3. Project Description and Location.
4. An analysis of whether and to what extent the project or activity for which the permit is sought could result in the taking of species to be covered by the permit.
5. An analysis of the impacts of the proposed taking on the species.
6. An analysis of whether issuance of the incidental take permit would jeopardize the continued existence of a species. This analysis shall include consideration of the species’ capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (A) known population trends; (B) known threats to the species; and (C) reasonably foreseeable impacts on the species from other related projects and activities.
7. Proposed measures to minimize and fully mitigate the impacts of the proposed taking.
8. A proposed plan to monitor compliance with the minimization and mitigation measures and the effectiveness of the measures.
9. A description of the funding source and the level of funding available for implementation of the minimization and mitigation measures.

**Deliverables:**
- USACE Section 404 NWP-14 Permit application and Pre-construction Notification form
- RWQCB Section 401 Water Quality Certification application
- CDFW Section 1602 SAA application
Task 2.6.2 Levees and Power

The environmental permit applications are prepared after CEQA and NEPA are approved. Sycamore Environmental will prepare the applications for the

Task 2.6.2.1 RD1000 Endorsement: Prior to submitting CVFPB Encroachment Permit application, coordinate, prepare, and submit reference materials and forms to receive RD1000 Endorsement of the Project. Incorporate conditions and requirements stipulated as a condition of the endorsement in the Encroachment Permit and the Project contract documents.

Task 2.6.2.2 CVFPB Request for Authorization for Maintenance/Encroachment (Encroachment Permit): The Pleasant Grove Canal is regulated by the CVFPB. Any improvements, including the west bridge abutment and any bridge support elements within the channel, require a CVFPB Encroachment Permit. Prepare permit application on behalf of the Project. It is anticipated that the application would be submitted concurrent, or shortly after, the 65% design submittal. Respond to any questions posed by CVFPB Staff and coordinate any required project changes with the technical component of the Consultant team. Assist the County and CVFPB Staff during the CVFPB Board Meeting during which the permit is up for consideration.

Task 2.6.2.3 USACE Section 408 Authorization - "Minor": Depending on the extent of the levee modifications required to accommodate the new bridge, the CVFPB will engage the USACE to review the planned improvements. The USACE will elect to authorize the work through either their minor 408 (local Sacramento District approval) or major 408 (USACE HQ approval) process. It is assumed that this authorization can be obtained through the minor 408 process. Coordinate with the USACE Sacramento District to facilitate USACE 408 Authorization.

Task 2.6.2.4 WAPA License Agreement Use within R/W Easement: Coordinate and prepare WAPA License application for permanent project improvements and temporary construction access with WAPA right-of-way easement. Incorporate conditions and requirements stipulated as a condition of the license agreement in the Project contract documents.

Deliverable:

- RD1000 Endorsement forms
- CVFPB Encroachment Permit application
- USACE Section 408 Authorization support materials
- WAPA License Agreement application

GENERAL ASSUMPTIONS

The following assumptions have been made in preparing this scope of work and budget estimate, based on information provided by the County and identified stakeholders, and the TYLI Team's current understanding of the Project. These assumptions are stated herein and reflected in the budget estimate.

General

- County will take the lead in preparing and submitting required programming and authorization paperwork and forms necessary for project funding and approvals. Consultant will support the County by providing technical justifications, design information, and draft versions of required form.
- County will provide all public outreach services, including developing stakeholder mailing lists, preparing content and presenting material during outreach events, and coordinating and renting venues. Consultant will support the County by providing existing technical plans and exhibits for use during the presentations.
- County will provide or waive necessary fees for encroachment permits.
- Services are limited to those expressly set forth in the Scope of Services and are intended for the County's sole use and benefit. Items not explicitly stated in the scope of work are not included. These services include traffic handling, lighting design, bridge architecture, landscaping, or onsite environmental mitigation and monitoring.
- Tasks are assumed to proceed in a normal linear progression without overlap to minimize risk of rework.

Environmental


Howsley Road Bridge (18C-015) over Pleasant Grove Canal Replacement Project
Federal Aid No. BRLO-5918(101)

- One build alternative/bridge replacement alternative corridor will be analyzed.
- The scope of the required technical studies will remain as documented in the LAPM Exhibit 6-A PES from signed by Caltrans on October 15, 2015.
- An additional field review meeting with County and Caltrans staff is not required.
- Hazardous Materials ISA Phase II site sampling and analysis is not included.
- County is responsible for public distribution and circulation of CEQA Initial Study, including submittal to State Clearinghouse and publication of notices online and in local newspapers.
- County will pay fees associated with public circulation of environmental documents and filing fees at State Clearinghouse.

Engineering

- The Project will not include levee modifications as identified in the American River Watershed, Common Features Project Reach D or E, including the design and construction of the soil-bentonite cut-off wall for seepage protection. Levee stabilization, levee raising, and levee toe erosion protection will be included to the extent required to design and construct the bridge replacement project.
- County will provide property owner contact information (name, address, telephone number) from Assessor’s Role or other County resources.
- County will complete all necessary traffic surveys and evaluations along Howsley Road, Natomas Road, and Pacific Avenue, including:
  - Data Collection: daily traffic counts, vehicle classifications, and turning movements.
  - Existing condition and future year condition
  - Construction staging analyses and traffic delay analyses.
- Traffic operational evaluations and reporting are not included.
- Containment and offsite disposal of contaminated cuttings from the geotechnical borings are not included.

Permitting

- USACE 404 will qualify as a NWP-14 permitted project.
- USACE 408 will be a “minor” classification permission requiring only District level review and approval.
EXHIBIT “B” – FEE SCHEDULE
### Project Approval and Environmental Documents

<table>
<thead>
<tr>
<th>Project Approval and Environmental Documents</th>
<th>THU</th>
<th>MECO Environmental</th>
<th>TDRD</th>
<th>Existing Documents</th>
<th>Regulatory</th>
<th>Engineering</th>
<th>Raw Materials</th>
<th>Right of Way</th>
<th>Wood-Acres</th>
<th>PROJECT TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Approval and Environmental Documents</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 Project Management Plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3 Preliminary Studies</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4 Final Environmental Studies</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5 Draft Environmental Impact Statement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6 Final Environmental Impact Statement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7 Final Environmental Impact Statement (Revised)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.8 Final Environmental Impact Statement (Revised)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.9 Final Environmental Impact Statement (Revised)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10 Final Environmental Impact Statement (Revised)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

** Packet Pg. 97 **

---

**Attachment: Amendment No. 5 (2423 : Howsley Rd TYLI Amendment 5)**
## Optional Tasks (Scope and Fee to be Determined)

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Hours</th>
<th>Total Fee (Direct)</th>
<th>Total Fee (Indirect)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT APPROVAL AND ENVIRONMENTAL SECURITIES</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.1.4. Required Environmental Studies</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.2. Design and Permitting</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.2.1. Regulatory reports and Assurances</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.2.2. Regulatory review process</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.2.3. Required Permits and Licenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.2.4. Project Implementation Plans</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.3.1. Project Management Plan</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.3.2. Project Management Plan Options</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.3.3. Project Management Plan Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.3.4. Project Management Plan Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.4. Construction</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.4.1. Construction Plan</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.4.2. Construction Plan Options</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.4.3. Construction Plan Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.4.4. Construction Plan Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.4.5. Construction Plan Benefits Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.5. Construction Plans</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.5.1. Construction Plan Plans</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.5.2. Construction Plan Plans Options</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.5.3. Construction Plan Plans Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.5.4. Construction Plan Plans Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.5.5. Construction Plan Plans Benefits Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.6. Construction Plan</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.6.1. Construction Plan Options</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.6.2. Construction Plan Plans Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.6.3. Construction Plan Plans Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.6.4. Construction Plan Plans Benefits Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.6.5. Construction Plan Plans Costs Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Optional Tasks Total Hours

<table>
<thead>
<tr>
<th>Optional Tasks</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

### Optional Tasks Total Fee (Direct & Indirect)

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Direct Fee</th>
<th>Indirect Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT APPROVAL AND ENVIRONMENTAL SECURITIES</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.1.4. Required Environmental Studies</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.2. Design and Permitting</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.2.1. Regulatory reports and Assurances</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.2.2. Regulatory review process</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.2.3. Required Permits and Licenses</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.2.4. Project Implementation Plans</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.3.1. Project Management Plan</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.3.2. Project Management Plan Options</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.3.3. Project Management Plan Costs</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.3.4. Project Management Plan Benefits</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.4. Construction</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.4.1. Construction Plan</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.4.2. Construction Plan Options</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.4.3. Construction Plan Benefits</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.4.4. Construction Plan Costs</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.4.5. Construction Plan Benefits Costs</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.5. Construction Plans</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.5.1. Construction Plan Plans</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.5.2. Construction Plan Plans Options</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.5.3. Construction Plan Plans Benefits</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.5.4. Construction Plan Plans Costs</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.5.5. Construction Plan Plans Benefits Costs</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.6. Construction Plan</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.6.1. Construction Plan Options</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.6.2. Construction Plan Plans Benefits</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.6.3. Construction Plan Plans Costs</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.6.4. Construction Plan Plans Benefits Costs</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.6.5. Construction Plan Plans Costs Benefits</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Total Hours & Fee for Optional Tasks

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Direct Fee</th>
<th>Indirect Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Optional Tasks</strong></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Total Hours for Optional Tasks

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Optional Tasks</strong></td>
<td>0</td>
</tr>
</tbody>
</table>

### Total Fee for Optional Tasks

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Direct Fee</th>
<th>Indirect Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Optional Tasks</strong></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

---

**Attachment: Amendment No. 5 (2423 : Howsley Rd TYLI Amendment 5)**
ATTACHMENT 2
TY LIN INTERNATIONAL
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT No. 1
DATED 8/22/2017
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 to Professional Services Agreement ("Amendment") is between T. Y. Lin International, Inc. ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). This Amendment modifies the Professional Services Agreement entered into on November 15, 2016 between Consultant and County, and which is attached to this Amendment as Attachment 1 and collectively referred to as the "Agreement".

RECITALS

A. The parties to this Amendment entered into the Agreement for preparation of construction documents, environmental studies, environmental permit applications, and right-of-way acquisition for the Howsley Road Bridge Replacement Project (18C-0113); and

B. The parties now desire to define the term of the agreement and increase the compensation of the Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective August 22, 2017:

1. Term: Article IV. Performance Period of the agreement shall be deleted in its entirety and replaced with the following:

ARTICLE IV. PERFORMANCE PERIOD

A. This contract shall go into effect on November 8, 2016, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY’s Contract Administrator. The contract shall end on November 30, 2019, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

2. Compensation: Article V. Allowable Costs and Payments, paragraph E of the agreement shall be deleted in its entirety and replaced with the following:

E. The total amount payable by COUNTY shall not exceed ONE-MILLION THREE-HUNDRED EIGHTY-EIGHT THOUSAND TWO-HUNDRED THIRTY-FIVE dollars ($1,388,235.00).
All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

COUNTY OF SUTTER

By: [Signature]

NEAL HAY
Development Services Interim Director

DATE: 8.28.17

CONSULTANT

By: [Signature]

MICHAEL F. RYAN, P.E.
T. Y. Lin International, Inc.

DATE: 8/31/17

APPROVED AS TO FORM:

[Signature]
COUNTY COUNSEL

P:\EN COUNTY PROJECTS\BRIDGES\2 Projects\Howsley Rd Bridge No. 18C0113\11 - Design Consultant\11c - Consultant Contract\TYLI CA Amend 1P7-29-17.docx
AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 2 to Professional Services Agreement ("Amendment") is between T. Y. Lin International, Inc. ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). This Amendment modifies the Professional Services Agreement entered into on November 15, 2016 between Consultant and County, and which is attached to this Amendment as Attachment 1 and Amendment No. 1 which is attached to this Amendment as Attachment 2 and collectively referred to as the "Agreement".

RECITALS

A. The parties to this Amendment entered into the Agreement for preparation of construction documents, environmental studies, environmental permit applications, and right-of-way acquisition for the Howsley Road Bridge Replacement Project (18C-0113); and

B. The parties now desire to define the term of the agreement and increase the compensation of the Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective November 6, 2018:

1. **Compensation**: Article V. Allowable Costs and Payments, paragraph E of the agreement shall be deleted in its entirety and replaced with the following:

   E. The total amount payable by COUNTY shall not exceed **ONE-MILLION FOUR-HUNDRED FIFTEEN THOUSAND EIGHT-HUNDRED NINETY** dollars ($1,415,890.00).

All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

COUNTY OF SUTTER

By: [Signature]

NEAL HAY
Director of Development Services

DATE: 12-27-2018

CONSULTANT

By: [Signature]

T. Y. Lin International, Inc.

DATE: 1/3/19

APPROVED AS TO FORM:

[Signature]

COUNTY COUNSEL
AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 3 to Professional Services Agreement ("Amendment") is between T. Y. Lin International, Inc. ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). This Amendment modifies the Professional Services Agreement entered into on November 15, 2016 between Consultant and County, and which is attached to this Amendment as Attachment 1, Amendment No. 1 which is attached to this Amendment as Attachment 2, and Amendment No. 2 which is attached to this Amendment as Attachment 3, and collectively referred to as the "Agreement".

RECITALS

A. The parties to this Amendment entered into the Agreement for preparation of construction documents, environmental studies, environmental permit applications, and right-of-way acquisition for the Howsley Road Bridge Replacement Project (18C-0113); and

B. The parties now desire to increase the Performance Period and the Allowable Costs of the Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective September 10, 2019:

ARTICLE IV. PERFORMANCE PERIOD

Performance Period of the agreement shall be deleted in its entirety and replaced with the following:

A. This contract shall go into effect on November 8, 2016, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY’s Contract Administrator. The contract shall end on April 30, 2020, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

Allowable Costs and Payments, Paragraph E, of the agreement shall be deleted in its entirety and replaced with the following:

E. The total amount payable by COUNTY shall not exceed ONE-MILLION FOUR-HUNDRED TWENTY-FOUR THOUSAND TWO-HUNDRED NINETY-EIGHT dollars ($1,424,298.00).
All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

COUNTY OF SUTTER

By: ____________________________

NEAL HAY
Director of Development Services

DATE: 9-17-19

CONSULTANT

By: ____________________________

T. Y. Lin International, Inc.

DATE: 10-7-19

APPROVED AS TO FORM:

______________________________

COUNTY COUNSEL
ATTACHMENT 5
TY LIN INTERNATIONAL
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT No. 4
DATED 12/10/2019
AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 4 to Professional Services Agreement ("Amendment") is between T. Y. Lin International, Inc. ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). This Amendment modifies the Professional Services Agreement entered into on November 15, 2016 between Consultant and County, and which is attached to this Amendment as Attachment 1, Amendment No. 1 which is attached to this Amendment as Attachment 2, Amendment No. 2 which is attached to this Amendment as Attachment 3, and Amendment No. 3 which is attached to this Amendment as Attachment 4, and collectively referred to as the "Agreement".

RECITALS

A. The parties to this Amendment entered into the Agreement for preparation of construction documents, environmental studies, environmental permit applications, and right-of-way acquisition for the Howsley Road Bridge Replacement Project (18C-0113); and

B. The parties now desire to increase the Allowable Costs of the Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective December 10, 2019:

ARTICLE V. ALLOWABLE COSTS AND PAYEMENTS

Allowable Costs and Payments, Paragraph E, of the agreement shall be deleted in its entirety and replaced with the following:

E. The total amount payable by COUNTY shall not exceed ONE-MILLION FOUR-HUNDRED FORTY-ONE THOUSAND SEVEN-HUNDRED FORTY-FOUR dollars ($1,441,744.00).

All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

COUNTY OF SUTTER                             CONSULTANT

By: _______________________________               By: _______________________________

NEAL HAY
Director of Development Services               T. Y. Lin International, Inc.

DATE: _______________________________               DATE: _______________________________

APPROVED AS TO FORM:

______________________________
COUNTY COUNSEL
To: Honorable Board of Supervisors  
From: Neal Hay, Director of Development Services  
Department: Development Services  
Subject: Approval to amend two Professional Services Agreements with Dewberry / Drake Haglan and Associates for the Kent Avenue and Tisdale Road Bridge Replacement projects, to extend to December 31, 2021; authorization for the Director of Development Services to execute the contract amendments; and approval for expenditures up to $105,000.00 for Tisdale Road Bridge and $75,000.00 for Kent Avenue Bridge, for costs associated with environmental permits and Giant Garter Snake Habitat Conservation Land purchases

Recommendation

It is recommended that the Board of Supervisors:

1. Approves Addendum #3 to the Professional Services Agreement with Dewberry / Drake Haglan and Associates for the Kent Avenue Bridge to extend the Time of Performance from December 31, 2019, to December 31, 2021; and,

2. Approves Addendum #3 to the Professional Services Agreement with Dewberry / Drake Haglan and Associates for the Tisdale Road Bridge to extend the Time of Performance from December 31, 2019, to December 31, 2021; and,

3. Authorizes the Director of Development Services, or his designee, to execute both contract amendments and all documents related to the administration of both Professional Services Agreements in accordance with the Public Contract Code; and,

4. Approves associated expenditures up to $105,000.00 for the Tisdale Road Bridge and $75,000.00 for the Kent Avenue Bridge for the costs associated with environmental permits and Giant Garter Snake Habitat Conservation Land purchases.

Background

The California Department of Transportation (Caltrans) inspects the County’s bridges bi-annually to observe the condition of the foundation, structural support system, roadway approaches, bridge deck, water course levels and the condition of safety signage and barricades. Caltrans provides the Department with reports that include work recommendations that identify needed maintenance and the report also states the condition of the bridge based on a scale of 1-100.
In February 2013, the Department received a report on the Kent Avenue Bridge (18C-0132) where the bridge was rated Functionally Obsolete with a Sufficiency Rating of 47.6. The bridge is considered Structurally Deficient due to the settling of the steel corrugated pipes that support the bridge deck. The Kent Avenue Bridge conveys traffic north-south somewhat parallel to State Route 99 from Lomo Crossing to Archer Avenue over the Sutter Butte Canal.

In February 2013, the Department received a report on the Tisdale Road Bridge (18C-0057) where the bridge was rated Functionally Obsolete with a Sufficiency Rating of 43.6. The bridge is considered Structurally Deficient due to the deterioration and weakening of the mid-span steel supports for the bridge deck. The Tisdale Road Bridge conveys traffic east-west parallel to Tisdale Bypass from Reclamation Road to Cranmore Road over the Westside Canal.

Based on the Caltrans inspection reports, in September 2014 the Department submitted applications for federal aid funding to perform the Preliminary Engineering phase of each bridges’ replacement. The Department received the authorizations in May 2015 and completed the project’s Preliminary Environmental Study (PES) by October 2015.

Based on the completed PES form, the Department prepared a Request for Proposals (RFP) for the replacement structures, the roadway approaches and the preparation of all necessary environmental studies and permit applications. In August 2016, the Department advertised the RFP and received a total of four proposals in September 2016. Following scoring of the written proposals, the Department recommended a professional services agreement be executed with Drake Haglan and Associates.

On February 14, 2017, the County awarded two professional services agreements to Drake Haglan and Associates, one for the Kent Avenue Bridge Replacement Project and another for the Tisdale Road Bridge Replacement Project.

On February 26, 2019, the County increased the scope of services with Drake Haglan and Associates for both bridge projects to include Task 7: Right of Way Services.

Discussion

Completion of the environmental permitting phase for both the Tisdale and Kent Bridge Replacement projects require the submittal of several permits with their associated fees and the purchase of the corresponding Giant Garter Snake Habitat Conservation Land as shown in Exhibit A (attached). The completed applications, permit fee amounts, and Habitat Conservation Land Purchase amounts were provided by Dewberry / Drake Haglan and Associates. The amounts are estimates so the Department is requesting authority to expend up to $105,000.00 for Tisdale Bridge and up to $75,000.00 for Kent Bridge. The expected costs are eligible for 88.53% federal aid reimbursement.

The Department expects to return before the Board within approximately six months for the necessary approvals of right-of-way acquisition purchases.

The construction of the bridges is scheduled to occur during January to February of 2021 when the irrigation canals are not in use, and roadway improvements will follow as weather permits. The impacted road segments will likely be closed to traffic for a period of 6 months.

Prior Board Action

February 26, 2019: Approved Addendum #2 for Professional Services Agreement with Drake Haglan and Associates for the Kent Avenue Bridge Replacement Project (18C-0132) to increase the scope to include Task 7: Right of Way Services, originally listed as an optional task in Exhibit A of the Agreement, and increase the compensation by $49,360.00 for the increased scope of service.

February 26, 2019: Approved Addendum #2 for Professional Services Agreement with Drake Haglan and Associates for the Tisdale Road Bridge Replacement Project (18C-057) to increase the scope to include Task 7: Right of Way Services, originally listed as an optional task in Exhibit A of the Agreement, and increase the compensation by $26,430.00 for the increased scope of service.
January 22, 2019:  Approved Addendum #1 amending the Time of Performance of the Agreements to December 31, 2019.

February 14, 2017: Awarded a professional services agreement in the amount of $449,275 to Drake Haglan and Associates, Rancho Cordova, CA, for the design, environmental permitting and right-of-way acquisition for the Kent Avenue Bridge Replacement Project (18C-0132);

February 14, 2017: Awarded a professional services agreement in the amount of $415,694 to Drake Haglan and Associates, Rancho Cordova, CA, for the design, environmental permitting and right-of-way acquisition for the Tisdale Road Bridge Replacement Project (18C-057);

August 23, 2016: Authorized the solicitation of consultant services for the Kent Avenue and Tisdale Road Bridge Replacement Projects.

**Board Alternatives**

No other viable options. The submittal of environmental permit applications and the payment of mitigation credits are requirements to replace a County bridge under the FHWA Highway Bridge Program. Failing to address these requirements would require the County to cease the replacement process.

**Other Department and/or Agency Involvement**

The California Department of Transportation administers the Highway Bridge Program as an agent for the Federal Highway Administration (FHWA). Caltrans District 3 Environmental personnel coordinate the project’s NEPA compliance as well as all environmental permits. The project will require permits from the US Army Corps of Engineers, California Central Valley Flood Protection Board, California Department of Fish and Wildlife, and the California Regional Water Quality Control Board.

County Counsel has reviewed the Amendments.

**Action Following Approval**

The Department will apply for the environmental permits and provide the Agreement Amendments to Dewberry / Drake Haglan and Associates for execution and staff will continue to manage the contracts.

**Fiscal Impact**

There is no fiscal impact to the General Fund. The project costs are included in the FY 2019-20 Adopted Budget, Development Services Road Fund (0003) in Professional and Specialized Services, account 3100-45-52180, projects B1525 and B1630. No budget amendment is needed at this time. The Department will seek federal aid reimbursement for the Environmental Permits & Conservation Land Purchases for both bridge replacement projects.

**Countywide Goals & Top Priorities Compliance**

The recommended actions are consistent with the following countywide goal:

- 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.

**Standing Committee Review**

This item was not reviewed by a committee, however the County Administrator concurs with this recommendation.
Respectfully Submitted,

s/ Neal Hay
Director of Development Services

Attachments:
1. Addendum No. 3 - Kent Ave Bridge Replacement
2. Addendum No. 3 - Tisdale Rd Bridge Replacement
3. Permit Fee Summary
ADDENDUM NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
Preliminary Engineering for the Kent Avenue Bridge Replacement (18C-0132)

This Addendum No. 3 to Professional Services Agreement ("Addendum") is between Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). The Addendum modifies the Professional Services Agreement entered into on February 14, 2017 between Drake Haglan and Associates and County, and which is attached to this Addendum as Attachment 1 and collectively referred to as the "Agreement".

RECIDALS

A. The parties to this Addendum entered into an Agreement for the Preliminary Engineering Services for the replacement of the Kent Avenue Bridge; and,

B. The parties increased the completion time of the Agreement to December 31, 2019 in Addendum No. 1 to the Agreement; which is attached to this Addendum as Attachment 2; and,

C. The parties increased the total amount payable by County to FOUR-HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED THIRTY-FIVE dollars ($498,635.00) in Addendum No. 2 to the Agreement, which is attached to this Addendum as Attachment 3; and,

D. The parties agreed to assign the Agreement from Drake Haglan and Associates to Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan in a letter signed October 12, 2019; which is attached to this Addendum as Attachment 4; and,

E. The parties now desire to extend the Performance Period in the Agreement to December 31, 2021.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective the date this Addendum is last signed:

1. Article IV. Performance Period is amended as follows:

A. This contract shall go into effect on February 15, 2017, contingent upon approval by COUNTY and CONSULTANT shall commence work after notification to proceed by COUNTY’s Contract Administrator. The contract shall end on December 31, 2021, unless extended by contract amendment.
All other terms and conditions of the Agreement not modified by the Addendum remain in full force and effect.

COUNTY OF SUTTER: DEWBERRY ENGINEERS INC. D/B/A DEWBERRY | DRAKE HAGLAN

By: ________________________________ By: ________________________________
Neal Hay, Director of Development Services Dennis Haglan, Vice President

Date: ____________________________ Date: ____________________________

APPROVED AS TO FORM:

SUTTER COUNTY COUNSEL
ATTACHMENT 1

AGREEMENT FOR PROFESSIONAL SERVICES
DATED FEBRUARY 14, 2017
AGREEMENT FOR PROFESSIONAL SERVICES
SUTTER COUNTY DEVELOPMENT SERVICES DEPARTMENT
PRELIMINARY ENGINEERING FOR THE
KENT AVENUE BRIDGE REPLACEMENT (18C-0132)

THIS AGREEMENT is made and entered into this ___, day of ______, 2017, by and between Sutter County ("COUNTY"), a political subdivision of the State of California, and _____Drake Haglan and Associates_____ ("CONSULTANT").

AGREEMENT

COUNTY and CONSULTANT agree as follows:

ARTICLE I. INTRODUCTION

A. The Project Manager for the "CONSULTANT" will be: BRIAN HANSEN, P.E.

   The Contract Administrator for COUNTY will be: NEAL HAY, Senior Civil Engineer

B. The work to be performed under this agreement is described in Article II entitled Statement of Work which incorporates CONSULTANT’s Scope of Work, attached hereto as Exhibit “A”, and CONSULTANT’s approved Cost Proposal, attached hereto as Exhibit “B”, both of which are incorporated herein by this reference. If there is any conflict between the Scope of Work, the Cost Proposal and this contract, this contract shall take precedence.

C. CONSULTANT agrees to defend (with legal counsel reasonably acceptable to COUNTY), indemnify and hold harmless COUNTY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will further reimburse COUNTY for any expenditure, including reasonable attorney fees, incurred by COUNTY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

E. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
G. In providing services under this agreement, CONSULTANT shall exercise that degree of skill and care ordinarily used by other reputable members of CONSULTANTS profession, practicing in the same or similar locality and under similar circumstances. Nothing in this agreement shall be interpreted to require CONSULTANT to meet any higher standard or have any obligation in excess of what is required by said standard and this paragraph shall control over any such contrary provision.

ARTICLE II. STATEMENT OF WORK

Pursuant to Government Code Section 31000, COUNTY retains CONSULTANT to perform and CONSULTANT agrees to perform all the professional services as described in Exhibit “A” which is attached hereto and incorporated herein by this reference which services shall include plans, specifications, construction estimate and environmental permitting for the Kent Avenue Bridge Replacement Project.

ARTICLE III. CONSULTANT’S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT’s Project Manager shall meet with COUNTY’s Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV. PERFORMANCE PERIOD

A. This contract shall go into effect on February 15, 2017 , contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY’s Contract Administrator. The contract shall end on February 11, 2019 , unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and COUNTY.
Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination. CONSULTANT shall not be responsible for delays from causes beyond CONSULTANT’s reasonable control.

C. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY’s Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY’s Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT’s work. Invoices shall be mailed to COUNTY’s Contract Administrator at the following address:

Neal Hay, Contract Administrator
Sutter County Development Services
1130 Civic Center Boulevard
Yuba City, California 95993
Telephone: (530) 822-7400

E. The total amount payable by COUNTY shall not exceed **FOUR-HUNDRED FORTY-NINE THOUSAND TWO-HUNDRED SEVENTY-FIVE dollars ($449,275.00).**

ARTICLE VI. TERMINATION

A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days' written notice to CONSULTANT with the reasons for termination stated in the notice.

B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT
under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is FOUR-HUNDRED FORTY-NINE THOUSAND TWO-HUNDRED SEVENTY-FIVE dollars ($449,275.00).

D. CONSULTANT shall have the right to terminate this contract upon thirty (30) calendar days’ written notice to COUNTY with the reasons for termination stated in the notice.

ARTICLE VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

ARTICLE VIII. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
ARTICLE IX. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY’s Auditor-Controller.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY’s Auditor-Controller of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

D. For contracts of $150,000 or greater, CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT’s responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’s work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. For contracts of $3,500,000 or greater, CONSULTANT’s Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans’ Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans’ review of the ICR audit work papers created by the CONSULTANT’s independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:

   a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.

   b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.

   c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT’s and/or the independent CPA’s revisions.

3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.
ARTICLE X. SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT’s obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY’s Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by COUNTY’s Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI. EQUIPMENT PURCHASE

A. Prior authorization in writing, by COUNTY’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT’s Cost Proposal and exceeding $5,000, prior authorization by COUNTY’s Contract Administrator is required and three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following:

"CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or
credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

ARTICLE XII. STATE PREVAILING WAGE RATES

A. CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

ARTICLE XIII. CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship to COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. For Plans, Specifications and Estimate agreements:

1. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to
provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

2. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

D. For Construction Contract Administration Contracts:

1. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

2. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

3. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion to terminate the contract without liability; to pay only for the value of the work actually performed; or, to deduct from the contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV. PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

A. If federal funding will exceed $150,000, CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the
State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI. STATEMENT OF COMPLIANCE

A. CONSULTANT’s signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title
2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. For contracts with Federal funding, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT’s Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII. DEBAMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVIII. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX. CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY’s Contract Administrator.

C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY’s Contract Administrator.

ARTICLE XX. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This contract is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
B. The goal for DBE participation for this contract is 15%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-01), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.

D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, “Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants” CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT’s authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Administrator.

K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY’s Contract Administrator within 30 days.

ARTICLE XXI. CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII. DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY’s Contract Administrator and the Development Services Director who may consider written or verbal information submitted by CONSULTANT.
B. Not later than 30 days after completion of all work under the contract, or completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV. SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. If this Agreement requires trenching of five feet or deeper, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

D. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXV. INSURANCE

Without limiting CONSULTANT’s indemnification of the COUNTY, CONSULTANT shall provide and maintain at its own expense during the term of this Agreement the following insurance coverages and provisions:
A. Workers’ Compensation insurance with statutory limits, as required by the laws of any and all states in which CONSULTANT’s employees are located and; Employer’s Liability insurance on an “occurrence” basis with a limit of not less than $1,000,000.

B. Comprehensive General Liability Insurance or Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than one million dollars ($1,000,000) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate, it must be no less than two million dollars ($2,000,000). Each type of insurance shall include coverage for premises/operations, products/completed operations, contractual liability, broad form property damage, X/C/U hazards and personal injury.

C. 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.

D. For Architect or Engineering Services, 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 an endorsement to indemnify, and hold harmless 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).

E. 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.

F. 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.
G. All policies of insurance shall provide for the following:

1. 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.

2. 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.

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

4. Provide a waiver of subrogation in favor of the County of Sutter, Sutter County Board of Supervisors, and officers, officials, employees and designated volunteers of Sutter County for losses arising from work performed by the CONSULTANT under this Agreement.

H. 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) the waiver of subrogation applicable to the workers' compensation and professional liability policies; and, (iii) that Sutter County will not be responsible for any premiums or assessments on the policy. 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.

I. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in
addition to any other remedies it may have, terminate this contract upon occurrence of such event.

J. 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.

K. 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.

ARTICLE XXVI. OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. 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. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. CONSULTANT and its subconsultants are not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.

D. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

E. Nothing contained in the above section limits the rights, title, and interest of CONSULTANT and CONSULTANT’s subconsultants to continue to use their respective general design details that each of them uses or has used on multiple projects, or new standard design details that were developed using design of this project.
ARTICLE XXVII. CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR

A. If claims are filed by COUNTY’s construction contractor relating to work performed by CONSULTANT’s personnel, and additional information or assistance from CONSULTANT’s personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY’s construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT’s personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at then current billing rates, including travel costs that are being paid for CONSULTANT’s personnel services under this contract.

C. Services of CONSULTANT’s personnel in connection with COUNTY’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

ARTICLE XXVIII. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to COUNTY’s operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY’s actions on the same, except to COUNTY’s staff, CONSULTANT’s own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY’s written permission.

E. All information related to the any construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.
F. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT’s failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX. EVALUATION OF CONSULTANT

CONSULTANT’s performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI. RETENTION OF FUNDS

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXII. NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the County:

Neal Hay, Contract Administrator  
Sutter County Development Services  
1130 Civic Center Boulevard

If to Consultant:

Drake Haglan and Associates  
Project Manager: Brian Hansen, P.E.  
11060 White Rock Road, Suite 200
ARTICLE XXXIII. CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

ARTICLE XXXV. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SUTTER

By: [Signature]
Scott Mitnick
County Administrative Officer

CONSULTANT

By: [Signature]
Authorized Representative
Title: President

APPROVED AS TO FORM:

By: [Signature]
William J. Vanasek
Assistant County Counsel, Sutter County

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

DHA has developed the following responsibility matrix to ensure that there is a clear understanding between the County and DHA on who has what responsibility. DHA has done this on numerous projects, and it has been very helpful in eliminating duplication of work and having items fall through the cracks due to lack of communication regarding who is responsible for each task.

<table>
<thead>
<tr>
<th>Work Item</th>
<th>County Responsibilities</th>
<th>Consultant</th>
<th>Consultant Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management and Coordination</td>
<td>Process Invoices Participate in coordination meetings</td>
<td>DHA</td>
<td>Project Binders Schedule Management Agendas / Minutes Invoicing / Progress Reports QA / QC</td>
</tr>
<tr>
<td>Surveys</td>
<td>Secure permits to enter</td>
<td>UNICO</td>
<td>AutoCAD Base File Point Files Control Diagram Record Maps / Deed Docs Topographic Survey ROW Map / Appraisal Map ROW Data Sheet Plats / Legal Descriptions</td>
</tr>
<tr>
<td>Geotechnical</td>
<td>Facilitate encroachment permit (no fee)</td>
<td>WRECO</td>
<td>Obtain well construction (boring) permit from Env. Health Field Investigations / Boring LOTB Preliminary Foundation Report Draft Foundation Report Final Foundation Report</td>
</tr>
<tr>
<td>Hydraulics</td>
<td>None</td>
<td>WRECO</td>
<td>Research existing information Hydraulic Analysis Scour Analysis Draft Bridge Design Hydraulic Study Final Bridge Design Hydraulic Study</td>
</tr>
<tr>
<td>Utility Coordination</td>
<td>Provide contacts and relocation information Distribute utility letters prepared by DHA</td>
<td>DHA</td>
<td>Utility Verification Identify Conflict / Conflict Maps Request Conflict Resolution Plan Liability Determination / ROI Notifying Owner / NTO Right-of-Way Utility Clearance Memo</td>
</tr>
<tr>
<td>Work Item</td>
<td>County Responsibilities</td>
<td>Consultant</td>
<td>Consultant Responsibilities</td>
</tr>
<tr>
<td>---------------------------</td>
<td>---------------------------------------------</td>
<td>------------</td>
<td>----------------------------------------------------------------</td>
</tr>
<tr>
<td>Bridge Type Selection</td>
<td>Provide oversight</td>
<td>DHA</td>
<td>Develop Roadway Geometrics</td>
</tr>
<tr>
<td></td>
<td>Participate in discussions with Caltrans</td>
<td></td>
<td>Develop APS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Prepare Type Selection Report</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Coordinate with Caltrans on approval of modified scope</td>
</tr>
<tr>
<td>Environmental</td>
<td>Provide oversight</td>
<td>DHA</td>
<td>Develop Purpose and Need / Project Description</td>
</tr>
<tr>
<td></td>
<td>Provide timely reviews of technical studies</td>
<td>WRECO PAR</td>
<td>Prepare technical studies, DHA unless noted below:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>WRECO: LHS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PAR: Cultural Studies</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Draft and Final IS/MND</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Develop MMRP</td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>Provide oversight</td>
<td>DHA</td>
<td>Perform engineering calculations</td>
</tr>
<tr>
<td></td>
<td>Provide boilerplate project specifications</td>
<td></td>
<td>Develop PS&amp;E packages (35%, 65%, 95%, and Final)</td>
</tr>
<tr>
<td>Permitting</td>
<td>Submit permit applications and pay all necessary fees associated with permits</td>
<td>DHA</td>
<td>Draft and Final Permit Applications including:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Clean Water Act, 404</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Water Quality Certification, 401</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Incidental Take Permit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lake and Streambed Alteration, 1602 (TBD)</td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>Negotiate scope/fee Notice to Proceed</td>
<td>Bender</td>
<td>Perform appraisals</td>
</tr>
<tr>
<td>(Optional)</td>
<td></td>
<td>Rosenthal</td>
<td>Prepare offer packages for acquisitions</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Prepare certification</td>
</tr>
</tbody>
</table>

### Project Assumptions

1. Any work required beyond what is specifically identified in this scope of work will be identified as out of scope services. Compensation for out of scope services will be discussed with the County prior to initiating any out of scope services.
2. The project has been split into three phases, each phase will require specific Notice to Proceed prior to starting any work.
3. Phases 1 and 2 to be completed within twenty four (24) months from Notice to Proceed. If the project schedule exceeds twenty four months through no fault of DHA, the scope and budget may need to be modified accordingly.
4. Project Meetings assume that details of the Kent and Tisdale projects will be discussed at a single combined meeting.
5. County will obtain all required permits to enter prior to field investigations.
6. Survey will be completed when the channel is dewatered.
7. Two (2) borings will be performed to 65 feet.
8. Design flows will be specified by Sutter Mutual Water Company, no hydrologic studies will be performed.
9. County will distribute all utility coordination letters.
10. Two (2) alternatives will be developed as part of Type Selection. Results of Type Selection will be informally discussed with Caltrans, no formal Type Selection Meeting is anticipated.
11. NEPA environmental documentation will be a categorical exclusion (CE) supported by technical studies. CEQA environmental document will be an Initial Study / Mitigated Negative Declaration (IS/MND).
12. Technical studies are based on previously approved Preliminary Environmental Study form.
13. Species specific protocol level studies are not included as part of scope and fee.
14. A single design will be developed based on approved Type Selection.
15. Right-of-Way appraisals, offer packages for acquisition and certification are included as optional tasks and will require negotiation of compensation and formal notice to proceed.
16. Development of staking notes is not included as part of this scope.

**Phase 1: Preliminary Engineering, NEPA/CEQA Documentation**

**Task 1.0: Project Management and Coordination**

**Task 1.1: Project Management**

Drake Haglan and Associates (DHA) will perform the activities necessary to plan, direct, and coordinate the work of the project. This task covers project management throughout the duration of Phases 1 and 2. Phase 3 project management is separate from this task. This work will include the preparation and implementation of a project management plan. The project management plan includes the following:

- Preparation of Project Binder
- Preparation of QA/QC Binder
- Preparation of a Project Schedule
- Communication Documentation
- HBP Funding Document Technical Assistance

Project Binder: DHA will assemble a project binder containing all basic project information. This includes the scope of work, project organization, project team contacts, project quality control instructions, etc. This binder is supplied to all key team members, and is used as a
resource for common project forms, correspondence formats, and establishing proper lines of communication.

QA/QC Binder: DHA will assemble a QA/QC binder, which is a “one-stop-shop” for the QC checklists, forms, notes, contract requirements, and submittals. Many of these forms are also contained in one excel spreadsheet accessible to all who are working on the project. The QA/QC binder is kept up-to-date by the Project Manager with checks at major milestones by QC reviewers to ensure QC procedures are being followed and enforced.

Project Schedule: DHA will prepare a comprehensive project schedule and submit it to the County for review and approval. The detailed schedule will be initially based on the various work elements and tasks described in the project scope of work. The schedule will be strictly enforced and updated on a monthly basis to reflect any changes. The schedule updates will be included with the project progress reports for review by the County. DHA will develop the project schedule using Microsoft Project.

Communication Documentation: DHA will document communications between the various parties involved in the project, including Caltrans, project stakeholders, agencies, utility companies, and subconsultants.

HBP Funding Document Technical Assistance: Throughout the course of the project, DHA will assist the County in the preparation of the HBP programming documents by providing technical data, draft HBP funding forms, narrative justifications, and other information needed to update the project funding documents and prepare the Request for Authorization packages for the various steps of preliminary engineering, utility relocation, right-of-way, and construction. If based on the selected preferred project strategy, revisions to the project scope, additional HBP funds, and/or an extension to the project time line is needed, DHA will also provide the necessary data and justification for the preparation of the required scope, cost, and schedule change requests.

**Task 1.2: Coordination/Meetings/Administration**

Throughout the project, DHA will coordinate project activities with Sutter County’s Project Manager. The DHA Project Manager will be available to answer questions and assist the Sutter County Project Manager as needed.

Kick-Off Meeting (1 meeting): Following the Notice to Proceed, the DHA team will facilitate and host a project kick-off meeting with the County at DHA’s Rancho Cordova office. The kick-off meeting will be used to introduce the staff, establish communication channels, clarify the procedures and formats to be used, and discuss the design project schedule. It is anticipated that the following DHA team members will attend the kick-off meeting: DHA Project Manager, DHA Lead Bridge Engineer, DHA Lead Roadway Engineer, DHA Environmental Services Manager, Hydraulics Lead, Geotechnical Lead, and Survey Lead.

Quarterly Meetings (6 meetings): DHA will hold meetings on a quarterly basis to review project status, design, and budget to obtain required County input, make decisions, and discuss issues that have the potential of affecting the project design, budget, or schedule. These meetings will be held at the Sutter County Development Services office.
Monthly Coordination Meetings (18 conference call meetings): DHA will conduct monthly informal, internal coordination meetings with the design team, and County, if the County desires to call-in. The intent of these meetings will be to discuss the progress of the project and identify and address any issues that arise during each month’s progress. These meetings will be held via conference call. There may be months that it is deemed an internal meeting is not warranted.

**Task 1.3: Monthly Progress Reports and Invoicing**

DHA will be responsible for the monthly compilation of subconsultant invoices and project expenses, and generating a project invoice which is compliant with FHWA requirements. The DHA Project Manager will coordinate with County Staff to ensure an appropriate format is being used at the on-set of the project in order to avoid delays later in the project. A monthly status report will be included with monthly invoices summarizing tasks performed during the previous month, the tasks anticipated to be performed the following month, a list of any issues needing resolution to continue moving the project forward, the percentage of project completion, an indication of the amount of budget spent by task, and the overall budget.

**Task 1.4: Quality Assurance/Quality Control**

Throughout the project, DHA will ensure project quality at each level of design by incorporating our standardized Quality Assurance/Quality Control Plan. This includes developing a Project Binder and conducting peer reviews of in-house and subconsultant work, as well as performing an independent bridge design check. In-house Construction Management staff will perform biddability and constructability reviews at 65% design level to identify potential issues prior to development of final PS&E.

**Task 1 Deliverables:**
- Meeting Agendas and Minutes
- Project Schedule
- Monthly Progress Reports

**Task 2.0: Preliminary Engineering**

**Task 2.1: Topographic Surveying and Right-of-Way Mapping**

**Project Limits**

The limits of survey provided to UNICO include the surveying and mapping of the existing bridge and a roadway strip survey along Kent Avenue 500’ from either side of the existing bridge. The strip will be approximately 250’ wide. UNICO will also locate the full intersection at McDonald Avenue, levee access roads and other roadways and driveways for conform. In addition, UNICO will prepare creek cross sections that will be used in developing the hydraulic model for the creek.

**Right-of-Way**
In order to establish the right of way and adjacent property boundaries, UNICO will research record maps, deed documents and other record drawings of the right of way and property boundaries. UNICO will perform a field survey to locate sufficient monuments of record to resolve and map the record right of way, easements and adjacent property boundaries. Once resolved, UNICO will prepare a right of way and boundary base drawing in AutoCAD format based on record and field observed information. UNICO has identified eight (8) individual properties that are adjacent to the right of way along the project limits. UNICO will prepare the right of way and adjacent property boundaries from record and field information. Title reports are not expected to be provided. There may exist additional easements or right of way areas on certain properties that may only be shown in a title report document. If the County wishes that title reports be included as part of our research, UNICO will request the County provide these documents to us for use in developing the right of way boundaries.

A detailed, design level topographic survey will be performed utilizing conventional (non-aerial) field surveying methods. UNICO will review any survey information available from Sutter County and utilize this information as necessary. UNICO will locate and map topographic features necessary to complete the design and construction. Items located will include, but are not limited to, roadway improvement features such as concrete, curbs, pavement, slopes, grade breaks, drainage features, ditches, culverts, signs, fences, gates, structures, striping, USA markings, driveway features, and trees (6” DBH or greater) to include size, type if known and drip circle.

UNICO will locate visible above ground utility features such as manholes, valves, vaults and utility poles, including overhead line heights and alignment. Measurements to accessible sewer and storm drain manholes will be performed to include approximate size, flow line elevation and direction. UNICO will provide this topographic information at cross-section intervals of 50’ or closer (10’ in steep approach areas), including horizontal and vertical change in directions.

UNICO will perform a detailed survey of the existing Kent Avenue Bridge to include deck, rails, barriers, abutments, wing walls, piers, piles, openings and cross-section profiles at each end of the bridge. In addition, UNICO will provide topography and mapping 125’ upstream and 125’ downstream of the bridge for the proposed widening. UNICO will also locate eight (8) additional cross-sections as directed by DHA for the purpose of hydraulic analyses. UNICO will include this information in the topographic survey base file. Appropriate labelling, 1’ contours and resolved 3D surface will be provided in an AutoCAD based drawing. UNICO will set project control points for utilization of surveys and for future construction control, including a minimum of three (3) points outside of the project limits. UNICO will base its survey on the Sutter County Control System, unless otherwise specified.

**Task 2.1 Deliverables:**

- AutoCAD Base File
- Point Files and clear description of points
Control Diagram
Record Maps and Deed Documents
APN's, Ownership and Parcel Addresses
Topographic Survey
Resolved 3D Surface File in 2014 Civil 3D format or later

Task 2.2: Geotechnical Investigations

WRECO will perform geotechnical engineering for the project to better define the subsurface soil and groundwater conditions to aid in preparing the design of the new structures and approach work. The work will consist of the following items:

Data Review

WRECO will review available data, including previous studies, provided by Sutter County and the project team. Key information to review will be the available County and Caltrans Bridge Inspection Reports, as-built data, published geological and seismological studies, and maintenance records for the project site.

Field Reconnaissance

WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the project site.

Field Investigation and Laboratory Testing

For the proposed bridge replacement and associated roadway approach work, WRECO will prepare and perform a field investigation to better define the subsurface soil and rock conditions at the site and perform soil classification and strength testing on recovered samples.

For the field investigation and laboratory testing work, WRECO proposes the following work be performed:

Visit the site to mark out in white paint the proposed boring locations, and call USA North 811 a minimum of 72 hours prior to the start of the field investigation work to identify potential underground conflicts.

Pay all fees and obtain a well construction/destruction (boring) permit from the Sutter County Department of Environmental Health to perform borings at the Project site.

Obtain an encroachment permit to perform work within the County’s right-of-way (at no cost).

Have previously obtained (by Sutter County) permission to enter the private property adjacent to the Project to perform the soil boring work.

A WRECO engineer or geologist will be on-site full time logging the recovered soil samples as drilling progresses. The soils and rock will be classified using the 2010 Caltrans Soil and Rock Logging, Classification, and Presentation Manual.
The borings will be backfilled with lean cement grout in accordance with the State Water Resources Control Board requirements. Drill cuttings will be drummed as mud rotary drilling methods will be used to drill the borings. Drummed cuttings will be disposed of off-site.

Representative soil samples will be tested in a laboratory to better determine their engineering parameters. Laboratory testing will generally consist of moisture/density testing, gradation determination, corrosive potential, unconfined compressive strength, R-value testing, and direct shear strength testing. Actual testing will be determined when the soil and rock samples are recovered during the field investigation.

Drill two (2) soil borings to completion depths of 65 feet below existing road grade. These borings will be located outside of the existing roadway (traffic control not required) and adjacent to the existing bridge in private property. The drilling work will be used to obtain disturbed and relatively undisturbed representative soil samples for use in better characterizing the soil conditions at the proposed foundation locations.

**Preliminary Bridge Foundation Report**

WRECO will prepare a Preliminary Bridge Foundation Report in accordance with the 2009 Caltrans Foundation Report Preparation for Bridges to provide recommendations for design and construction of the bridge replacement. The report will include the following:

- A description of the geotechnical work performed.
- A project summary and description of the proposed improvements.
- An overview of the field investigation performed as part of this study.
- A summary of the laboratory testing performed as part of this study.
- A discussion of the regional and site geology as it pertains to the proposed improvements.
- A preliminary discussion of the regional seismology and assumed preliminary seismic design parameters for the proposed Project site in accordance with the Caltrans 2009 ARS Online Design Tool and the Caltrans Seismic Design Criteria, Version 1.6, November 2010.
- A preliminary discussion of the liquefaction potential and order of magnitude costs to mitigate.
- A summary and discussion of the available as-built information as it pertains to the proposed foundation selection.
- A discussion of the preliminary foundation recommendations for the proposed bridges taking into account the preliminary loading demands, site soil conditions, environmental constraints, and cost.

WRECO will prepare the Preliminary Bridge Foundation Report for submittal to the project team for review and use for type selection.

**Task 2.2 Deliverables:**

- Log of Test Borings
- Preliminary Bridge Foundation Report
Task 2.3: Hydrologic/Hydraulic Studies

Review Existing Hydraulic Information

WRECO will review available data, including previous studies, provided by the County and the Project Team. Key information to review will be the available hydrologic and hydraulic data, topographic survey, County and Caltrans Bridge Inspection Reports, as-built data, and maintenance records for the Project site.

Field Reconnaissance

WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

Hydrologic Assessment

WRECO will coordinate with the Sutter Mutual Water Company to obtain the design flows. No detailed hydrologic study is expected.

Hydraulic Analysis

WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing condition, including the limits and water surface profiles through the study area for the base flood and overtopping flood. The hydraulic model of choice will be the US Army Corps of Engineers’ HEC-RAS Model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic model.

Scour Analysis

WRECO will perform a bridge scour analysis to determine the scour potential per the methodology specified in the Federal Highway Administration’s (FHWA) HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures for the proposed bridge per the HEC-23 and California Bank and Shore Protection Manual.

Dewatering Flow during Construction

WRECO will coordinate with the Sutter Mutual Water Company on runoff flows during the non-irrigation season. WRECO will work with the Project Team to develop the design concept for the flow bypass (dewatering) system during construction.

Draft Bridge Design Hydraulic Study Report

WRECO will prepare a Bridge Design Hydraulic Study Report that will summarize the results from the hydraulic and bridge scour analyses and provide recommendations for bridge scour countermeasures. The reports will also include all of the detailed hydraulic model output. The
reports will be prepared to meet State and local criteria and will be submitted to Caltrans and the County for review and comments.

**Task 2.3 Deliverables:**

- Draft Bridge Design Hydraulic Study Report
- Dewatering System Recommendations

**Task 2.4: Preliminary Design Utility Coordination**

DHA will provide utility coordination for the proposed project as required for the preliminary design. This phase will consist of the initial contact with the utility companies, (Utility Verification Letters), notifying them of a potential project and requesting their facility maps for the project area. All utilities known to operate in the vicinity of the project will be contacted. DHA will prepare Utility Verification Letters and submit an electronic copy to the County Project Manager for transmittal to recipients on County letterhead.

**Task 2.4 Deliverables:**

- Utility Verification Letters and Plans (Request for Information)

**Task 2.5: Bridge Type Selection Report**

DHA will perform a bridge type selection study to develop and evaluate up to two (2) alternatives for bridge replacement. Advance Planning Studies (APS) and roadway geometric concept drawings will be prepared for each alternative. Type selection will include the following considerations:

- Geometrics (alignment, skew, number of lanes and shoulder width)
- Maintenance of traffic during construction
- Hydraulics (waterway opening, water surface elevation, freeboard and scour)
- Environmental constraints and permitting
- Material availability and delivery
- Superstructure type, materials and span layout
- Substructure type (abutments/piers)
- Foundation type
- Barrier/railing type
- Aesthetic treatments

This task assumes addressing one round of comments from the County and Caltrans on the draft type selection report. Comments received will be incorporated into the final type selection report which will be used as the basis for Final Design.

**Task 2.5 Deliverables:**

- Draft and Final Bridge Type Selection Report
Task 2.6: Preliminary Plans (35% P&E)

Following the approval of the Bridge Type Selection Report, DHA will proceed with preparing the 35% roadway and bridge plans for each of the project sites.

DHA will prepare 35% plans at 1”=40’ scale and additional details as required at a scale of 1”=10’ conforming to County format requirements for the project. The plans will show the proposed project limits (footprint), including proposed striping and lane configurations, location of utilities, impacts to trees and other environmental considerations, impacts to properties, including driveway access and proposed temporary and permanent right-of-way limits. The preliminary plans will consist of:

- Title Sheet
- Preliminary Typical Sections
- Preliminary Roadway Plan and Profile Sheet
- Preliminary Traffic Staging Plans
- Right-of-Way Constraints Exhibit
- Preliminary Bridge General Plan Sheet

These preliminary plans will provide enough data to convey a complete scope of the project. The plans will provide enough detail for use in the development of the project environmental documents. Plans will be prepared in accordance with the Caltrans Local Assistance Procedures Manual. A combined roadway and bridge preliminary estimate of probable costs will be developed.

Task 2.6 Deliverables:

Half size (11x17) 35% Preliminary Plans and Estimate of Probable Costs

Task 2.7: Right-of-Way Engineering

This task prepares the required maps, legal descriptions, deeds, sketches, and back-up data to support the right-of-way acquisition effort. Right-of-Way engineering will be performed based upon the Caltrans Right-of-Way Manual specifications.

This task includes:

- Prepare right-of-way and adjacent boundary retracement sufficient for identifying and ultimately describing the areas required for temporary and permanent easements.

- Identify the need for preliminary title reports.

- Determine the precise areas needed for permanent and temporary easements.

- Prepare the appraisal map which identifies the parcel number, owner, type of easement, size of easement, and remainder size.
Prepare legal descriptions and sketches for each parcel to be acquired for temporary or permanent use.

Review the Preliminary Title Reports for the necessary parcels, and associated title documents, to aid the surveying team with developing right-of-way engineering, appraisal maps, and legal descriptions.

**Task 2.7 Deliverables:**
- Right-of-Way Map and Appraisal Map
- Right-of-Way Data Sheet
- Plat Maps and Legal Descriptions for Right-of-Way Takes

**Task 3.0: Environmental Documentation**

Since the project is federally funded and the funding will be administered by Caltrans, the project is subject to FHWA and Caltrans’ requirements. Thus, the DHA team will follow the Caltrans Local Assistance Procedures Manual and Standard Environmental Reference (SER) guidelines.

It is anticipated that the NEPA environmental documentation will be a categorical exclusion (CE) supported by technical studies.

The County will be the lead CEQA agency during the preparation of the CEQA environmental document. It is anticipated that the necessary environmental document will be an Initial Study/Mitigated Negative Declaration (IS/MND). The DHA team will prepare the environmental document based on the technical studies previously identified by Caltrans and to meet the appropriate requirements under CEQA and local regulations.

**Task 3.1: Environmental Project Management and Coordination**

DHA’s Environmental Project Manager will coordinate with the County and affected agencies, including telephone coordination and conferences; monitoring schedule and budget performance; and preparing progress reports, invoices, and schedule updates for the County. DHA’s Environmental Project Manager will attend a project coordination meetings as required, and four (4) meetings at the County offices or with agency staff. DHA will compile and maintain an Environmental Commitments Record for the environmental and permitting phases, including the avoidance, minimization measures, permit conditions, and mitigation requirements. The Environmental Commitments Record will be prepared in Caltrans standard format.

**Task 3.1 Deliverables:**
- Meeting Agendas and Minutes in which Environmental Issues are the Lead Caltrans Environmental Commitments Record

**Task 3.2: Purpose and Need/Project Description**
The County is the lead agency under CEQA for all discretionary actions related to the proposed project. Caltrans, acting as the lead NEPA agency under the delegated authority of the FHWA, has project oversight linked to the federal funding. The DHA team will prepare a purpose and need statement on the project objectives that addresses the discretionary actions for both lead agencies. The purpose and need statement will provide the basis for the appropriate regulatory and guidance documentation for compliance with both NEPA and CEQA.

**Task 3.2 Deliverables:**
Draft/Final Purpose/Need and Project Description

**Task 3.3: Technical Studies**

A PES form has been completed for this project which identifies the required technical documents. The DHA team will prepare both the draft and final environmental documents in compliance with CEQA and NEPA procedures per the Caltrans SER, and Caltrans District 3 and FHWA guidelines. The DHA environmental team will prepare and distribute copies of the technical studies for up to three (3) review cycles, and will respond to comments and update the studies as needed for approval.

**Task 3.3.1: Hazardous Waste ISA**

The DHA environmental team will conduct a Phase 1 ISA in accordance with Caltrans’ procedures. The ISA will contain a description of the work performed, any deviations from normal ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations.

**Task 3.3.1 Deliverables:**
Draft/Final ISA Report

**Task 3.3.2: Location Hydraulic Study**

Based on WRECO’s preliminary qualitative assessments, no floodplain encroachments or impacts are anticipated as a result of the Project. Therefore, WRECO will prepare a Floodplain Evaluation Technical Memorandum including the Technical Information for Location Hydraulic Study and the Floodplain Evaluation Report summary form to document the investigation and summarize the results.

**Task 3.3.2 Deliverables:**
Draft/Final Floodplain Evaluation Technical Memorandum

**Task 3.3.3: Natural Environment Study (NES)**
The DHA environmental team will prepare a draft and final Natural Environment Study (NES), according to the current format guidelines from Caltrans. This document will compile and integrate data and information from a literature review and current database records, include a description of field methods and results of the field studies and protocol surveys, address sensitive plant and animal species that are known or have potential to occur, assess site physical and hydrological condition, and calculate impacts and mitigation in an appropriate regulatory context.

The NES will update the results of a literature review of Federal and State lists of sensitive species and current database records (e.g., CNDDDB), a description of the field methods, and the results of the directed surveys. Field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. Additional work to support the NES includes acquisition/review of CAD and/or GIS files for the project, impact calculations and analysis, and coordination with the project team on design considerations and BMPs for the construction and post-construction phases.

**Task 3.3.3 Deliverables:**

- Draft NES and Final NES (approved by Caltrans), and Avoidance, minimization, and mitigation measures

**Task 3.3.4: Biological Assessment (BA)**

The DHA environmental team will prepare a draft and final Biological Assessment (BA) to support Section 7 consultation with the United States Fish and Wildlife Service and the National Marine Fisheries Service to determine the potential for the replacement of the bridge to impact federally listed threatened and endangered species. The BA will describe the action area and the species and critical habitat considered. The project will be evaluated for the potential to impact certain listed species that occur in the region. The BA will include an effects analysis and determination as to the potential for the project to affect the protected resources.

**Task 3.3.4 Deliverables:**

- Draft/Final BA

**Task 3.3.5: Jurisdictional Wetland and Waters Delineation Report**

DHA wetland specialists will conduct a wetland delineation, identifying boundaries, types, and acreages of all aquatic resources that are under the jurisdiction of the US Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, and California Coastal Commission. Prior to field work, the DHA environmental team will review project-specific hydrological feature data and publicly available information from the US Fish and Wildlife Service National Wetlands Inventory, US Geological Survey Blue-Line data,

**Task 3.3.5 Deliverables:**
- Draft/Final Wetland Study and Jurisdictional Delineation Map

**Task 3.3.6: Community Impact/Farmland Study**

DHA will prepare a Memorandum to address temporary impacts to adjacent neighbors and roadway users as a result of construction activities and replacement of the Kent Avenue Bridge. The Memorandum will also address the proposed construction staging areas, any possible roadway closures or detours, and maintaining access to adjacent properties.

If necessary, DHA will complete the pertinent sections of the Farmland Conversion Impact Rating (Form AD 1006) and Farmland Impact Technical Memorandum that will ultimately be submitted to the local Natural Resource Conservation Services (NRCS) office by Caltrans, along with copies of the project design documents. Upon receipt of a completed Form AD 1006 from NRCS, DHA will submit a copy to Caltrans, along with any recommendations for mitigation.

**Task 3.3.6 Deliverables:**
- Draft/Final Community Impact/Farmland Impact Technical Memorandum and Form AD 1006

**Task 3.3.7: Historic Property Survey Report (HPSR)/Archaeological Survey Report (ASR)**

Using the approved APE map for the project, the DHA team will carry out the following tasks:

- A records search and literature review;
- Native American consultation;
- Archival research with local repositories, agencies, and historical societies, in accordance with the requirements of the HPSR;

As a follow up to the Native American Heritage Commission response, DHA will prepare a letter under the signature of Caltrans to all tribes listed in the response letter and follow-up phone calls for further consultation as required by Caltrans Guidelines. An on-foot survey of the proposed project APE where feasible and at intervals of 15 meters as standard professional practice will be conducted. DHA's archaeologists will record any historic and prehistoric cultural resources found on California Department of Parks and Recreation (DPR) 523 forms. Should a site be
identified during the survey, DHA will provide site forms or updates to the local data repository as required under the archaeological standard of profession.

**Task 3.3.7 Deliverables:**

Draft/Final HPSR/ASR

**Task 3.3.8: Historic Resource Evaluation Report**

DHA will prepare the Historic Resource Evaluation Report (HRER), which provides a historic context for the project area and documents the evaluation of buildings, structures, objects, districts, and cultural landscapes based on the signed Historic APE map. The HRER will include the DPR 523 forms for up to three (3) resources not exempted from evaluation under Attachment 4 of Caltrans' January 2004 Programmatic Agreement. DPR forms will include a physical description and property history sufficient to assess the significance and historic integrity of documented properties. The HRER will include the historic context.

**Task 3.3.8 Deliverables:**

Draft/Final HRER

**Task 3.4: Prepare Environmental Documentation**

Based on our recent experience with similar bridge replacement projects, the DHA environmental team anticipates the necessary environmental clearance document will include preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA and Categorical Exclusion (CE) with technical studies under NEPA, with Caltrans preparing the CE once the technical studies and CEQA documents are finalized.

**Task 3.4.1: Prepare Administrative Draft IS/MND**

DHA will prepare an Initial Study (IS) for the project. It is the goal of the IS to support adoption of a Mitigated Negative Declaration (MND) by the County. Several technical reports and memorandums will be prepared to support the conclusions of the IS/MND. Prior to starting development of the IS/MND, an outline of the document will be submitted to the project team for review before document preparation begins.

**Task 3.4.1 Deliverables:**

Admin Draft IS/MND

**Task 3.4.2: Prepare and Submit Public Draft IS/MND**

After review and approval by the County, DHA will prepare a screen check IS/MND for final approval before public circulation and review. DHA will submit a single (1) electronic copy of the screen check for review and approval. We are assuming a total of 3 copies of the public
review IS/MND will be sent to the County for distribution and 15 bound copies will be sent to the State Clearing House.

**Task 3.4.2 Deliverables:**

- Public Circulation Review IS/MND
- Notice of Completion (NOC) to the State Clearing House and deliver it with 15 bound copies of the Draft IS/MND

**Task 3.4.3: Prepare and Submit Administrative Final IS/MND and Mitigation Monitoring and Reporting Program**

At the conclusion of the 30-day public comment period, DHA will meet with the project development team to discuss the comments received and the preparation of the final document. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA will be prepared as part of the final document.

**Task 3.4.3 Deliverables:**

- Draft/Final IS/MND with response to comments and MMRP

**Task 3.4.4: Prepare and Submit Final IS/MND and Mitigation Monitoring and Reporting Program**

After the project development team and County Policy and Consistency Review has reviewed the draft-final IS/MND and draft MMRP, DHA will incorporate the necessary revisions into the document and submit the Final IS/MND and MMRP. DHA will attend the County Board approval meeting to adopt the IS/MND and will draft a Notice of Determination (NOD) for the County to file with the County Recorder’s Office within 5 (five) days of approval of the IS/MND (pursuant to CEQA guidelines).

**Task 3.4.4 Deliverables:**

- Final IS/MND and MMRP
- Notice of Determination
- Memo of concurrence of bid package with environmental and regulatory compliance

**Phase 2: Final Design**

**Task 4: Final Design Engineering**

**Task 4.1: 65% Bridge Design**

DHA will prepare structural design calculations on the preferred bridge alternative identified in the approved Bridge Type Selection Report. The design will be conducted in accordance with:

- Caltrans Bridge Design Manuals
- AASHTO LRFD Bridge Design Specifications 6th Edition with Caltrans Amendments
A detailed description of DHA’s bridge design subtasks is as follows:

**Superstructure Design**

The superstructure will be designed to meet LRFD requirements specified by Caltrans. Vertical loads will include HL-93, Caltrans Permit, and Alternative Vehicle live loads as well as prescribed dead loads. The seismic design will adhere to the requirements specified in the Caltrans Seismic Design Criteria and Caltrans Memo to Designers Manual. The analysis of the bridge superstructure will utilize the CT Bridge computer program for live loads, used by Caltrans.

**Substructure Design**

The support reactions from the superstructure will be used to design the substructure components. The substructure system will incorporate structure movement, drainage, structure approach, and seismic requirements. It is assumed that the substructure will be pre-cast concrete driven pile extensions.

**Seismic Design**

After member sizes have been determined, DHA will evaluate the global seismic performance of the bridge based on guidance in the current Caltrans Seismic Design Criteria and Memo to Designers. Response spectrum analysis will be performed to evaluate structure displacement performance. The bridge plans will include seismic detailing per current Caltrans standards.

**Task 4.2: 65% Roadway Design**

DHA will prepare design plans that specify horizontal and vertical alignment data, pavement thickness, curb type, limits of cut and fill, fencing, slopes and construction details. The roadway design will also include roadway drainage details, staging, signing and striping details.

**SWPPP**

Since the project disturbed area is likely to be greater than 1 acre, a Storm Water Pollution Prevention Plan (SWPPP) will be required. A Notice of Intent (NOI) must be filed with the Regional Water Quality Control Board. Upon completion of the project, a Notice of Completion must be filed with the RWQCB. DHA will prepare the SWPPP for the project and prepare the NOI for the County to process. It is understood that all fees will be paid directly by the County. The Notice of Completion will be prepared for filing by the County after construction is complete.

**Task 4.3: 65% P&E Submittal**
Concurrently with the design efforts, DHA will prepare and submit the 65% plans and updated construction cost estimate for County review and approval.

65% Plans

Plan sheets will be prepared in English units. DHA intends to use AutoCAD Civil 3D using Sutter County’s standard sheet format. Plans will be at the required feet and inch scales. DHA anticipates the following plan sheets will be required for this project:

- Title Sheet and Key Map
- Roadway Typical Cross Section Sheet
- Roadway Plan and Profile Sheets
- Construction Detail Sheets (Total 3)
- Temporary Erosion/Pollution Control Sheets (Total 5)
- Roadway Drainage Details (Total 3)
- Utility Plan
- Staged Construction/Traffic Handling Plans (Total 2)
- Signing and Striping Plan
- Bridge General Plan
- Deck Contour
- Foundation Plan
- Abutment Layout and Details
- Pier Layout and Details
- Bridge Typical Section
- Slab Layout and Details (Total 3)
- Bridge Railing
- Log of Test Borings

65% Estimate

DHA will update the construction cost estimate developed during preliminary engineering to reflect changes that are identified during the 65% design process.

Draft Bridge Foundation Report

WRECO will prepare a Bridge Foundation Report in accordance with the 2009 Caltrans Foundation Report Preparation for Bridges to provide design and construction recommendations for the bridge replacement. The report will include the following:

- A Project: summary and description of the geotechnical work performed.
- A discussion of the regional and local geology as it pertains to the Project.
- A summary of the identified site soils, summary of the laboratory testing results, and a LOTB with the boring presented.
- A discussion of the regional seismology and seismic design parameters for the proposed Project site in accordance with the Caltrans 2009 ARS Online Design Tool and the Caltrans Seismic Design Criteria, Version 1.7, November 2013.
A liquefaction evaluation of the identified site soils. Based upon the as-built soils data, the chance of liquefaction occurring at the site is low as the site is underlain by clayey soils which typically do not experience liquefaction.

An engineering soil profile of the Project site that will be used to aid in the design of the proposed foundations.

The results of the grain size determination of the site soils for use in determining the predicted scour at the site based upon the proposed bridge configuration.

At this time, it is anticipated the foundations will consist of driven pre-cast/pre-stressed driven concrete piles.

Slope stability analyses will be performed for the completely saturated case when the irrigation channel is full flowing and for the seismic case when water is at the annual mean elevation.

Approach grading recommendations to aid in the temporary construction staging and any profile correction work.

New flexible structural pavement section recommendations for the reconstructed roadway approaches. Contract Standard Special Provision (SSP) language for inclusion in the Contract Documents to better identify and quantify the foundation construction risk during bidding, and therefore, reduce the occurrence of a Contract Change Order (CCO) resulting from the foundation excavation and construction.

**Bridge Design Hydraulic Study Report**

Comments on the draft report will be addressed. The final hydraulic run of the proposed bridge structure will be performed, incorporating design changes made since completion of the draft hydraulic report. The Bridge Design Hydraulic Study Report will then be updated and finalized.

**Task 4.1, 4.2 and 4.3 Deliverables:**

- Half size (11x17) 65% Plans
- Construction Cost Estimate
- Draft Bridge Foundation Report
- Bridge Design Hydraulic Study Report
- SWPPP

**Task 4.4: Independent Bridge Design Check**

With the 65% design plans, a comprehensive Quality Control Review of the plans and construction cost estimate will be performed by a senior staff member. In addition, an independent bridge design check will be conducted by an engineer not involved in the initial design of the project.

The independent check engineer will prepare an independent set of design calculations and quantity calculations. Upon completion of the special provisions (Task 4.6), an independent check engineer will perform a thorough review of the bridge plans and special provisions for consistency between both documents.

**Task 4.5: 95% Bridge and Roadway Design**
Response to Review Comments

After the environmental documents have been approved and upon receipt of the review comments on the 65% submittal, revisions will be made to the plans in preparation for the 95% submittal package. A written response will be prepared by the designer addressing any reviewer or checker comments, suggestions or proposed revisions. The project special provisions will also be finalized in Caltrans’ standard format for inclusion in the Bid Documents by the County.

Task 4.6: Prepare Specifications

DHA will use the most current version of the Standard Special Provisions available from Caltrans, (2015), and will edit the Standard Special Provisions to meet the requirements for this specific project. The special provisions document will be developed using Microsoft Word. DHA will incorporate the Structure Special Provisions in the County Boilerplate (to be provided by County).

Task 4.7: Prepare Quantities and Engineer’s Estimate

Quantity take-off calculations and a marginal estimate will be prepared in accordance with Section 11 of Caltrans Bridge Design Aids Manual. This estimate will be based on quantity take-off calculations performed by two separate individuals. The unit cost data will be based on past relevant experience with similar projects, including any Sutter County construction cost data, and the latest version of Contract Cost Data as prepared by Caltrans.

Task 4.8: 95% PS&E Submittal

A complete set of checked plans, specifications, and construction cost estimate will be submitted for final review and approval.

WRECO will prepare the Final Bridge Foundation Report to be submitted for Project approval and use in developing the final Contract Documents.

Task 4.8 Deliverables:

- Half size (11x17) 95% Plans
- Contract Special Provisions
- Construction Cost Estimate
- Final Bridge Foundation Report
- Response to 65% Review Comments

Task 4.9: Final PS&E

Design comments on the 95% PS&E will be incorporated into the Final PS&E, as appropriate. The final drawings, special provisions, and estimates will be prepared in accordance with the Local Assistance Procedures Manual and presented to Sutter County at the completion of the
design phase of the project. All documents will be stamped and signed by a licensed civil or structural engineer registered in California.

DHA will prepare a Resident Engineer (RE) Pending File in accordance with Caltrans requirements identified in Office of Special Funded Projects Information and Procedures Guide, Section 4-9. As part of the RE Pending File, 1”=4’ deck contours (4-Scales) will be provided in accordance with Caltrans Bridge Memo to Designers. Earthwork cross sections will be developed in accordance with guidelines in Caltrans CADD Users Manual. Cross sections will be included with the RE Pending file.

**Task 4.9 Deliverables:**

- Stamped and Signed Bridge Design and Quantity Calculations
- Stamped and Signed Bridge Independent Design and Quantity Check Calculations
- Stamped and Signed Final Hydrology, Hydraulics Reports
- Stamped and Signed Final Foundation Report
- Stamped and Signed Final Plans
- Contract Special Provisions
- Construction Cost Estimate
- Response to 95% Review Comments
- RE Pending File
- 4-Scale Contour Plots
- Cross Sections

**Task 5: Regulatory Agency Permits**

**Task 5.1: Habitat Mitigation and Monitoring Plan**

A habitat mitigation and monitoring plan will be developed that includes all mitigation requirements in the NES, BA, and IS/MND and permit applications.

**Task 5.1 Deliverables:**

- Habitat Mitigation and Monitoring Plan

**Task 5.2: Nationwide Permit Verification (Clean Water Act, Section 404)**

The proposed project may result in discharge of material into waters of the US. In the event this occurs, the project will require authorization from the USACE. It is likely that any discharge resulting from this project can be authorized using one or more Nationwide Permits (NWP). The DHA environmental team will prepare a Pre-Construction Notification (PCN) to submit to the USACE requesting verification that the project can be authorized using the specified NWP(s). The DHA environmental team will also submit a Preliminary Jurisdictional Delineation (as discussed above) and request concurrence by the USACE.

**Task 5.2 Deliverables:**
Draft/Final Permit Applications

Task 5.3: Water Quality Certification (Clean Water Act, Section 401)

A Water Quality Certification may be required from the RWQCB for the proposed project, if it will affect wetlands or other waters of the State, to certify that the project is consistent with water quality goals and objectives. The DHA environmental team will prepare an application package for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the County, amount to be determined).

Task 5.3 Deliverables:
Draft/Final Permit Applications

Task 5.4: Incidental Take Permit and Lake and Streambed Alteration Agreement (Fish and Game Code, Section 1602)

The proposed project may require notification of proposed streambed alteration to the CDFW if the project will have an effect on waters and the riparian zone. The DHA environmental team will prepare an application package for submittal to CDFW. A processing fee must be included with the submittal (to be provided by the County, amount to be determined).

Task 5.4 Deliverables:
Draft/Final Permit Applications

Phase 3: Utility Relocation and Right-of-Way

Task 6: Utility Relocation Coordination

Task 6.1: Phase 3 Project Management

DHA will perform the activities necessary to plan, direct, and coordinate the work in Phase 3.

Task 6.1 Deliverables:
Meeting Agendas and Minutes
Project Schedule
Monthly Progress Reports

Task 6.2: Utility Relocation Coordination

DHA will comply with FHWA rules and regulations under the Code of the Federal Regulations (CFR) governing utility relocations on Federal-Aid projects as described in Chapter 13 “Utility Relocations’ of the Caltrans Right of Way Manual and Chapter 14 “Utility Relocations” of the Caltrans Local Assistance Manual. This work includes the following:

- Prepare utility conflict mapping to be distributed to the affected utilities
• Prepare and update utility response matrix
• Prepare and update utility relocation binder
• Identify Conflicts and Prepare letters to Request Conflict Resolution, Liability Determination
• Review relocation plans and incorporate in project plans
• Prepare ROI, NTO and Utility Agreements
• Prepare Right-of-Way Utility Clearance Memo
• It is anticipated that this task will include one (1) meeting with utility owners, if required

**Task 6.2 Deliverables:**

- Report of Investigation
- Notice to Owner
- Right-of-Way Utility Clearance Memo

**Task 7: Right of Way Services (Optional)**

**Task 7.1: Right of Way Appraisals**

Obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the County. All appraisals will be submitted to the County for review and pre-approval prior to purchase offer presentations. If project funding requires formal third party appraisal reviews, this proposal assumes Caltrans staff will provide the required appraisal reviews. This proposal does not include any appraisal of public lands held by County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties.

**Task 7.2: Right of Way Acquisitions**

Prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages will include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Present these documents for County review and pre-approval prior to presenting offers to property owners. Concurrently, seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. After offer presentation, handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements coordinate with County and, if appropriate, with the County Attorney’s office in conjunction with any required Necessity Hearing scheduling. For final agreements, process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

**Task 7.3: Right of Way Certification**
Prepare Right-of-Way Certification, summarizing the status of all right-of-way related matters pertaining to the proposed construction project. The certification shall state the following, consistent with Chapter 14 of the Caltrans Right-of-Way Manual:

Real property interests have been, or are being, secured.

Physical obstructions, including utilities and railroads have been or will be removed, relocated, or protected as required for construction, operation, and maintenance of the proposed project.

Right-of-way acquisition and relocation assistance program requirements were conducted in accordance with applicable federal and state laws and procedures.
ATTACHMENT 2

DRAKE HAGLAN AND ASSOCIATES AGREEMENT
ADDENDUM #1
DATED FEBRUARY 11, 2019
EXTENDS TIME OF PERFORMANCE TO
DECEMBER 31, 2019
ADDENDUM #1  
TO AGREEMENT FOR PROFESSIONAL SERVICES:  
PRELIMINARY ENGINEERING FOR THE KENT AVENUE BRIDGE REPLACEMENT  
(18C-0132)  

WHEREAS, as of February 14, 2017, Drake Haglan and Associates (“Consultant”) and the County of Sutter (“County”) entered into an Agreement for Professional Services: Preliminary Engineering for the Kent Avenue Bridge Replacement, which is incorporated herein by this reference, and  

WHEREAS, the parties are mutually desirous of amending the Time of Performance from February 11, 2019, to December 31, 2019, and  

NOW, THEREFORE, for valuable consideration receipt of which is hereby acknowledged, Consultant and County agree that the Time of Performance in Agreement for Professional Services: Preliminary Engineering for the Kent Avenue Bridge Replacement, entered into as of February 14, 2017, be amended to December 31, 2019, effective February 11, 2019. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this addendum and the Agreement, it shall be resolved such that the provisions of this addendum shall control in all respects.  

Dated: 2/5/19  
DRAKE HAGLAN AND ASSOCIATES  
By: Dennis Haglan  
President  

Dated: 1/29/2019  
COUNTY OF SUTTER  
By: Neal Hay, PE  
Director of Development Services  

Approved as to Form  
By: William J. Vandeke  
Assistant County Counsel, Sutter County
ATTACHMENT 3

DRAKE HAGLAN AND ASSOCIATES AGREEMENT
ADDENDUM #2
DATED MARCH 15, 2019
ADDENDUM NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
Preliminary Engineering for the Kent Avenue Bridge Replacement (18C-0132)

This Addendum No. 2 to Professional Services Agreement ("Addendum") is between Drake Haglan and Associates ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). This Addendum modifies the Professional Services Agreement entered into on February 14, 2017 between Consultant and County, and which is attached to this Addendum as Attachment 1 and collectively referred to as the "Agreement".

RECITALS

A. The parties to this Addendum entered into the Agreement for the Preliminary Engineering Services for the replacement of the Kent Avenue Bridge; and

B. The parties increased the completion time of the Agreement to December 31, 2019 in Addendum No. 1 to the Agreement.

C. The parties now desire to increase the scope of the Agreement to include Task 7: Right of Way Services, originally listed as an optional task in Exhibit A of the Agreement.

D. The parties now desire to increase the compensation by $49,360.00 for the increased scope of services.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective the date this addendum is last signed:

1. Article II. Statement of Work is deleted in its entirety and replaced with the following:

Pursuant to Government Code Section 31000, COUNTY retains CONSULTANT to perform and CONSULTANT agrees to perform all the professional services as described in Exhibit "A" which is attached hereto and incorporated herein by this reference which services shall include plans, specifications, construction estimate, environmental permitting, and right of way acquisition services for the Kent Avenue Bridge Replacement Project.

2. Exhibit A of the Agreement shall be amended to include Task 7: Right of Way Services in the scope of the Agreement.

3. Article V. Allowable Costs and Payments, Paragraph E, is amended as follows:

The total amount payable by COUNTY shall not exceed FOUR-HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED THIRTY-FIVE dollars ($498,635.00).
All other terms and conditions of the Agreement not modified by this Addendum remain in full force and effect.

COUNTY OF SUTTER:

By:  
Neal Hay, Director of Development Services  
DATE: 3-4-19  

APPROVED AS TO FORM:

SUTTER COUNTY COUNSEL  

DRAKE HAGLAN AND ASSOCIATES:

By:  
Dennis Haglan, President  
DATE: 3-15-19  
ATTACHMENT 4

ASSIGNMENT OF AGREEMENT TO DEWBERRY/DRAKE HAGLAN
LETTER DATED 10/17/2019
10/17/2019

Sutter County

1130 Civic Center Boulevard, Yuba City, California 95993

RE: Assignment of Drake Haglan & Associates, Inc. Agreements to Dewberry | Drake Haglan

Dear Neal Hay, Contract Administrator:

Drake Haglan & Associates, Inc. (DHA) and Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan (Dewberry) have entered into an agreement to transfer DHA’s assets (including certain DHA professional services agreements) to Dewberry, subject to consent of DHA’s clients. In addition to the assets transfer, DHA’s staff will transfer to Dewberry. DHA became a wholly owned subsidiary of Dewberry on September 27, 2019. Enclosed for your reference is a W-9, credit reference, and certificate of insurance for Dewberry.

This letter provides notice of, and requests your consent to, the assignment by DHA to Dewberry of all of DHA’s rights, title, and interest in and under the below listed agreements between DHA and Sutter County. By executing this letter below, you consent to such assignment by DHA of all of its right, title and interest in and under the below listed agreements to Dewberry, amendment of the below listed agreements to include Dewberry as the contracting party as of the date hereof, and acknowledge receipt of notice with respect thereto.

<table>
<thead>
<tr>
<th>DHA Job</th>
<th>DHA PM Name</th>
<th>PM Phone #</th>
<th>PM Email</th>
<th>DHA Job Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement No. 17-021</td>
<td>16042</td>
<td>Brian Hansen</td>
<td>916.822.3957</td>
<td><a href="mailto:BHansen@Dewberry.com">BHansen@Dewberry.com</a></td>
</tr>
<tr>
<td>Agreement No. 17-022</td>
<td>16043</td>
<td>Brian Hansen</td>
<td>916.822.3957</td>
<td><a href="mailto:BHansen@Dewberry.com">BHansen@Dewberry.com</a></td>
</tr>
<tr>
<td>06/25/2019; 19-121</td>
<td>19023</td>
<td>Brian Hansen</td>
<td>916.822.3957</td>
<td><a href="mailto:BHansen@Dewberry.com">BHansen@Dewberry.com</a></td>
</tr>
</tbody>
</table>
Your DHA points of contact and the DHA staff that have served you will remain unchanged and will continue to serve you. In addition you will now have access to Dewberry's substantial resources. Dewberry is registered to do business in all project locations. Its Federal Tax Identification Number is: 13-0746510.

For official notices, please update your points of contact to include a copy be sent to notices@dewberry.com.

DHA respectfully requests that you signify your approval and confirmation of the above by executing this letter, keeping one executed copy for your records and returning one executed copy as soon as possible via email.

Thank you in advance for your prompt attention to this matter. If you have a question about this request or need additional information, please call the PM listed above.

Sincerely,

Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan

By: Darren R. Conner
Title: CEO and President
Date: 10/17/2019

Drake Haglan & Associates, Inc.

By: Dennis Haglan
Title: Assistant Vice President
Date: 10/17/2019

CONSENTED, ACKNOWLEDGED AND AGREED TO:

Sutter County

By: [Signature]
Title: [Name]
Date: 10-21-19
ADDENDUM NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
Preliminary Engineering for the Tisdale Road Bridge Replacement (18C-0057)

This Addendum No. 3 to Professional Services Agreement ("Addendum") is between Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). The Addendum modifies the Professional Services Agreement entered into on February 14, 2017 between Drake Haglan and Associates and County, and which is attached to this Addendum as Attachment 1 and collectively referred to as the "Agreement".

RECITALS

A. The parties to this Addendum entered into an Agreement for the Preliminary Engineering Services for the replacement of the Tisdale Road Bridge; and,

B. The parties increased the completion time of the Agreement to December 31, 2019 in Addendum No. 1 to the Agreement; which is attached to this Addendum as Attachment 2; and,

C. The parties increased the total amount payable by County to FOUR-HUNDRED FORTY-TWO THOUSAND ONE HUNDRED TWENTY-FOUR dollars ($442,124.00) in Addendum No. 2 to the Agreement, which is attached to this Addendum as Attachment 3; and,

D. The parties agreed to assign the Agreement from Drake Haglan and Associates to Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan in a letter dated October 17, 2019; which is attached to this Addendum as Attachment 4; and,

E. The parties now desire to extend the Performance Period in the Agreement to December 31, 2021.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective the date this Addendum is last signed:

1. Article IV. Performance Period is amended as follows:

   A. This contract shall go into effect on February 15, 2017, contingent upon approval by COUNTY and CONSULTANT shall commence work after notification to proceed by COUNTY’s Contract Administrator. The contract shall end on December 31, 2021, unless extended by contract amendment.
All other terms and conditions of the Agreement not modified by the Addendum remain in full force and effect.

COUNTY OF SUTTER: DEWBERY ENGINEERS INC. D/B/A DEBERRY| DRAKE HAGLAN

By: ________________________________ By: ________________________________
Neal Hay, Director of Development Services Dennis Haglan, Vice President

Date: ____________________________ Date: __________________ __________

APPROVED AS TO FORM:

_____________________________
SUTTER COUNTY COUNSEL
ATTACHMENT 1

AGREEMENT FOR PROFESSIONAL SERVICES
DATED FEBRUARY 14, 2017
AGREEMENT FOR PROFESSIONAL SERVICES
SUTTER COUNTY DEVELOPMENT SERVICES DEPARTMENT
PRELIMINARY ENGINEERING FOR THE
TISDALE ROAD BRIDGE REPLACEMENT (18C-0057)

THIS AGREEMENT is made and entered into this 14th day of February 2017, by and between Sutter County ("COUNTY"), a political subdivision of the State of California, and _____Drake Haglan and Associates____ ("CONSULTANT").

AGREEMENT

COUNTY and CONSULTANT agree as follows:

ARTICLE I. INTRODUCTION

A. The Project Manager for the "CONSULTANT" will be: BRIAN HANSEN, P.E.

   The Contract Administrator for COUNTY will be: NEAL HAY, Senior Civil Engineer

B. The work to be performed under this agreement is described in Article II entitled Statement of Work which incorporates CONSULTANT's Scope of Work, attached hereto as Exhibit "A", and CONSULTANT's approved Cost Proposal, attached hereto as Exhibit "B", both of which are incorporated herein by this reference. If there is any conflict between the Scope of Work, the Cost Proposal and this contract, this contract shall take precedence.

C. CONSULTANT agrees to defend (with legal counsel reasonably acceptable to COUNTY), indemnify and hold harmless COUNTY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will further reimburse COUNTY for any expenditure, including reasonable attorney fees, incurred by COUNTY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

E. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
G. In providing services under this agreement, CONSULTANT shall exercise that degree of skill and care ordinarily used by other reputable members of CONSULTANTS profession, practicing in the same or similar locality and under similar circumstances. Nothing in this agreement shall be interpreted to require CONSULTANT to meet any higher standard or have any obligation in excess of what is required by said standard and this paragraph shall control over any such contrary provision.

ARTICLE II. STATEMENT OF WORK

Pursuant to Government Code Section 31000, COUNTY retains CONSULTANT to perform and CONSULTANT agrees to perform all the professional services as described in Exhibit “A” which is attached hereto and incorporated herein by this reference which services shall include plans, specifications, construction estimate and environmental permitting for the Tisdale Road Bridge Replacement Project.

ARTICLE III. CONSULTANT’S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT’s Project Manager shall meet with COUNTY’s Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV. PERFORMANCE PERIOD

A. This contract shall go into effect on February 15, 2017, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY’s Contract Administrator. The contract shall end on February 11, 2019, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and COUNTY.
Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination. CONSULTANT shall not be responsible for delays from causes beyond CONSULTANT’s reasonable control.

C. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY’s Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY’s Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT’s work. Invoices shall be mailed to COUNTY’s Contract Administrator at the following address:

Neal Hay, Contract Administrator
Sutter County Development Services
1130 Civic Center Boulevard
Yuba City, California 95993
Telephone: (530) 822-7400

E. The total amount payable by COUNTY shall not exceed FOUR-HUNDRED FIFTEEN THOUSAND SIX-HUNDRED NINETY-FOUR dollars ($415,694.00).

ARTICLE VI. TERMINATION

A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days’ written notice to CONSULTANT with the reasons for termination stated in the notice.

B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT
under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is FOUR HUNDRED FIFTEEN THOUSAND SIX-HUNDRED NINETY-FOUR dollars ($415,694.00).

D. CONSULTANT shall have the right to terminate this contract upon thirty (30) calendar days' written notice to COUNTY with the reasons for termination stated in the notice.

ARTICLE VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

ARTICLE VIII. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
ARTICLE IX. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY’s Auditor-Controller.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY’s Auditor-Controller of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

D. For contracts of $150,000 or greater, CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT’s responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’s work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. For contracts of $3,500,000 or greater, CONSULTANT’s Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans’ Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans’ review of the ICR audit work papers created by the CONSULTANT’s independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:

a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.

b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.

c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT’s and/or the independent CPA’s revisions.

3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.
ARTICLE X. SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT’s obligation to pay its subconsultant(s) is an independent obligation from COUNTY’s obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY’s Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by COUNTY’s Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI. EQUIPMENT PURCHASE

A. Prior authorization in writing, by COUNTY’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT’s Cost Proposal and exceeding $5,000, prior authorization by COUNTY’s Contract Administrator is required and three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following:

“CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or
credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

ARTICLE XII. STATE PREVAILING WAGE RATES

A. CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

ARTICLE XIII. CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship to COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. For Plans, Specifications and Estimate agreements:

1. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to
provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

2. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

D. For Construction Contract Administration Contracts:

1. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

2. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

3. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion to terminate the contract without liability; to pay only for the value of the work actually performed; or, to deduct from the contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV. PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

A. If federal funding will exceed $150,000, CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the
State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI. STATEMENT OF COMPLIANCE

A. CONSULTANT’s signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title
2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. For contracts with Federal funding, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation—Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT’s Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII. DEBARMMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVIII. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX. CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY’s Contract Administrator.

C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY’s Contract Administrator.

ARTICLE XX. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
B. The goal for DBE participation for this contract is 17%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-01), or in the Consultant Contract DBE Information (Exhibit 10-02) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.

D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, “Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants” CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT’s authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Administrator.

K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY’s Contract Administrator within 30 days.

ARTICLE XXI. CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII. DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY’s Contract Administrator and the Development Services Director who may consider written or verbal information submitted by CONSULTANT.
B. Not later than 30 days after completion of all work under the contract, or completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV. SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. If this Agreement requires trenching of five feet or deeper, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

D. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXV. INSURANCE

Without limiting CONSULTANT's indemnification of the COUNTY, CONSULTANT shall provide and maintain at its own expense during the term of this Agreement the following insurance coverages and provisions:
A. Workers’ Compensation insurance with statutory limits, as required by the laws of any and all states in which CONSULTANT’s employees are located and; Employer’s Liability insurance on an “occurrence” basis with a limit of not less than $1,000,000.

B. Comprehensive General Liability Insurance or Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than one million dollars ($1,000,000) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate, it must be no less than two million dollars ($2,000,000). Each type of insurance shall include coverage for premises/operations, products/completed operations, contractual liability, broad form property damage, X/C/U hazards and personal injury.

C. 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.

D. For Architect or Engineering Services, 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 an endorsement to indemnify, and hold harmless 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).

E. 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.

F. 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.
G. All policies of insurance shall provide for the following:

1. 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.

2. 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.

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

4. Provide a waiver of subrogation in favor of the County of Sutter, Sutter County Board of Supervisors, and officers, officials, employees and designated volunteers of Sutter County for losses arising from work performed by the CONSULTANT under this Agreement.

H. 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) the waiver of subrogation applicable to the workers’ compensation and professional liability policies; and, (iii) that Sutter County will not be responsible for any premiums or assessments on the policy. 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.

I. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in
addition to any other remedies it may have, terminate this contract upon occurrence of such event.

J. 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.

K. 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.

ARTICLE XXVI. OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. 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. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. CONSULTANT and its subconsultants are not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.

D. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

E. Nothing contained in the above section limits the rights, title, and interest of CONSULTANT and CONSULTANT’s subconsultants to continue to use their respective general design details that each of them uses or has used on multiple projects, or new standard design details that were developed using design of this project.
ARTICLE XXVII. CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at then current billing rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

ARTICLE XXVIII. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.

E. All information related to the any construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.
F. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

**ARTICLE XXXIX. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT’s failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

**ARTICLE XXX. EVALUATION OF CONSULTANT**

CONSULTANT’s performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

**ARTICLE XXXI. RETENTION OF FUNDS**

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

**ARTICLE XXXII. NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

<table>
<thead>
<tr>
<th>If to the County:</th>
<th>If to Consultant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neal Hay, Contract Administrator</td>
<td>Drake Haglan and Associates</td>
</tr>
<tr>
<td>Sutter County Development Services</td>
<td>Project Manager: Brian Hansen, P.E.</td>
</tr>
<tr>
<td>1130 Civic Center Boulevard</td>
<td>11060 White Rock Road, Suite 200</td>
</tr>
</tbody>
</table>
ARTICLE XXXIII. CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

ARTICLE XXXV. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SUTTER

By: Scott Minnick
County Administrative Officer

CONSULTANT

By: __________________________
Authorized Representative
Title: President

APPROVED AS TO FORM:

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

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule

Page 21 of 21
## Scope of Services

DHA has developed the following responsibility matrix to ensure that there is a clear understanding between the County and DHA on who has what responsibility. DHA has done this on numerous projects, and it has been very helpful in eliminating duplication of work and having items fall through the cracks due to lack of communication regarding who is responsible for each task.

<table>
<thead>
<tr>
<th>Work Item</th>
<th>Consultant and County Responsibilities</th>
<th>Consultant</th>
<th>Consultant Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management and Coordination</td>
<td>Process Invoices Participate in coordination meetings</td>
<td>DHA</td>
<td>Project Binders Schedule Management Agendas / Minutes Invoicing / Progress Reports QA / QC</td>
</tr>
<tr>
<td>Surveys</td>
<td>Secure permits to enter</td>
<td>UNICO</td>
<td>AutoCAD Base File Point Files Control Diagram Record Maps / Deed Docs Topographic Survey ROW Map / Appraisal Map ROW Data Sheet Plats / Legal Descriptions</td>
</tr>
<tr>
<td>Geotechnical</td>
<td>Facilitate encroachment permit (no fee)</td>
<td>WRECO</td>
<td>Obtain well construction (boring) permit from Env. Health Field Investigations / Boring LOTB Preliminary Foundation Report Draft Foundation Report Final Foundation Report</td>
</tr>
<tr>
<td>Hydraulics</td>
<td>None</td>
<td>WRECO</td>
<td>Research existing information Hydraulic Analysis Scour Analysis Draft Bridge Design Hydraulic Study Final Bridge Design Hydraulic Study</td>
</tr>
<tr>
<td>Utility Coordination</td>
<td>Provide contacts and relocation information Distribute utility letters prepared by DHA</td>
<td>DHA</td>
<td>Utility Verification Identify Conflict / Conflict Maps Request Conflict Resolution Plan Liability Determination / ROI Notifying Owner / NTO Right-of-Way Utility Clearance Memo</td>
</tr>
</tbody>
</table>

DetailedScope Tisdale Rev2.docx 11/22/2016
<table>
<thead>
<tr>
<th>Work Item</th>
<th>County Responsibilities</th>
<th>Consultant</th>
<th>Consultant Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Type Selection</td>
<td>Provide oversight</td>
<td>DHA</td>
<td>Develop Roadway Geometrics</td>
</tr>
<tr>
<td></td>
<td>Participate in discussions with</td>
<td></td>
<td>Develop APS</td>
</tr>
<tr>
<td></td>
<td>Caltrans</td>
<td></td>
<td>Prepare Type Selection Report</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Coordinate with Caltrans on approval of modified scope</td>
</tr>
<tr>
<td>Environmental</td>
<td>Provide oversight</td>
<td>DHA</td>
<td>Develop Purpose and Need / Project Description</td>
</tr>
<tr>
<td></td>
<td>Provide timely reviews of technical</td>
<td>WRECO PAR</td>
<td>Prepare technical studies, DHA unless noted below:</td>
</tr>
<tr>
<td></td>
<td>studies</td>
<td></td>
<td>WRECO: LHS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PAR: Cultural Studies</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Draft and Final IS/MND</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Develop MMRP</td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>Provide oversight</td>
<td>DHA</td>
<td>Perform engineering calculations</td>
</tr>
<tr>
<td></td>
<td>Provide boilerplate project specifications</td>
<td></td>
<td>Develop PS&amp;E packages (35%, 65%, 95%, and Final)</td>
</tr>
<tr>
<td>Permits</td>
<td>Submit permit applications and pay all</td>
<td>DHA</td>
<td>Draft and Final Permit Applications including:</td>
</tr>
<tr>
<td></td>
<td>necessary fees associated with permits</td>
<td></td>
<td>Clean Water Act, 404</td>
</tr>
<tr>
<td>Right-of-Way (Optional)</td>
<td>Negotiate scope/fee</td>
<td>Bender</td>
<td>Water Quality Certification, 401</td>
</tr>
<tr>
<td></td>
<td>Notice to Proceed</td>
<td>Rosenthal</td>
<td>Incidental Take Permit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lake and Streambed Alteration, 1602 (TBD)</td>
</tr>
</tbody>
</table>

**Project Assumptions**

1. Any work required beyond what is specifically identified in this scope of work will be identified as out of scope services. Compensation for out of scope services will be discussed with the County prior to initiating any out of scope services.
2. The project has been split into three phases, each phase will require specific Notice to Proceed prior to starting any work.
3. Phases 1 and 2 to be completed within twenty four (24) months from Notice to Proceed. If the project schedule exceeds twenty four months through no fault of DHA, the scope and budget may need to be modified accordingly.
4. Project Meetings assume that details of the Kent and Tisdale projects will be discussed at a single combined meeting.
5. County will obtain all required permits to enter prior to field investigations.
6. Survey will be completed when the channel is dewatered.
7. One (1) borings will be performed to 65 feet.
8. Design flows will be specified by Sutter Extension Water District, no hydrologic studies will be performed.
9. County will distribute all utility coordination letters.
10. NEPA environmental documentation will be a categorical exclusion (CE) supported by technical studies. CEQA environmental document will be an Initial Study / Mitigated Negative Declaration (IS/MND).
11. Technical studies are based on previously approved Preliminary Environmental Study form.
12. Species specific protocol level studies are not included as part of scope and fee.
13. A single design will be developed based on previously approved Type Selection.
14. Right-of-Way appraisals, offer packages for acquisition and certification are included as optional tasks and will require negotiation of compensation and formal notice to proceed.
15. Development of staking notes is not included as part of this scope.

**Phase 1: Preliminary Engineering, NEPA/CEQA Documentation**

**Task 1.0: Project Management and Coordination**

**Task 1.1: Project Management**

Drake Haglan and Associates (DHA) will perform the activities necessary to plan, direct, and coordinate the work of the project. This task covers project management throughout the duration of Phases 1 and 2. Phase 3 project management is separate from this task. This work will include the preparation and implementation of a project management plan. The project management plan includes the following:

- Preparation of Project Binder
- Preparation of QA/QC Binder
- Preparation of a Project Schedule
- Communication Documentation
- HBP Funding Document Technical Assistance

Project Binder: DHA will assemble a project binder containing all basic project information. This includes the scope of work, project organization, project team contacts, project quality control instructions, etc. This binder is supplied to all key team members, and is used as a resource for common project forms, correspondence formats, and establishing proper lines of communication.

QA/QC Binder: DHA will assemble a QA/QC binder, which is a “one-stop-shop” for the QC checklists, forms, notes, contract requirements, and submittals. Many of these forms are also
contained in one excel spreadsheet accessible to all who are working on the project. The QA/QC binder is kept up-to-date by the Project Manager with checks at major milestones by QC reviewers to ensure QC procedures are being followed and enforced.

Project Schedule: DHA will prepare a comprehensive project schedule and submit it to the County for review and approval. The detailed schedule will be initially based on the various work elements and tasks described in the project scope of work. The schedule will be strictly enforced and updated on a monthly basis to reflect any changes. The schedule updates will be included with the project progress reports for review by the County. DHA will develop the project schedule using Microsoft Project.

Communication Documentation: DHA will document communications between the various parties involved in the project, including Caltrans, project stakeholders, agencies, utility companies, and subconsultants.

HBP Funding Document Technical Assistance: Throughout the course of the project, DHA will assist the County in the preparation of the HBP programming documents by providing technical data, draft HBP funding forms, narrative justifications, and other information needed to update the project funding documents and prepare the Request for Authorization packages for the various steps of preliminary engineering, utility relocation, right-of-way, and construction. If based on the selected preferred project strategy, revisions to the project scope, additional HBP funds, and/or an extension to the project time line is needed, DHA will also provide the necessary data and justification for the preparation of the required scope, cost, and schedule change requests.

Task 1.2: Coordination/Meetings/Administration

Throughout the project, DHA will coordinate project activities with Sutter County’s Project Manager. The DHA Project Manager will be available to answer questions and assist the Sutter County Project Manager as needed.

Kick-Off Meeting (1 meeting): Following the Notice to Proceed, the DHA team will facilitate and host a project kick-off meeting with the County at DHA’s Rancho Cordova office. The kick-off meeting will be used to introduce the staff, establish communication channels, clarify the procedures and formats to be used, and discuss the design project schedule. It is anticipated that the following DHA team members will attend the kick-off meeting: DHA Project Manager, DHA Lead Bridge Engineer, DHA Lead Roadway Engineer, DHA Environmental Services Manager, Hydraulics Lead, Geotechnical Lead, and Survey Lead.

Quarterly Meetings (6 meetings): DHA will hold meetings on a quarterly basis to review project status, design, and budget to obtain required County input, make decisions, and discuss issues that have the potential of affecting the project design, budget, or schedule. These meetings will be held at the Sutter County Development Services office.

Monthly Coordination Meetings (18 conference call meetings): DHA will conduct monthly informal, internal coordination meetings with the design team, and County, if the County desires to call-in. The intent of these meetings will be to discuss the progress of the project and identify and address any issues that arise during each month’s progress. These meetings
will be held via conference call. There may be months that it is deemed an internal meeting is not warranted.

Task 1.3: Monthly Progress Reports and Invoicing

DHA will be responsible for the monthly compilation of subconsultant invoices and project expenses, and generating a project invoice which is compliant with FHWA requirements. The DHA Project Manager will coordinate with County Staff to ensure an appropriate format is being used at the on-set of the project in order to avoid delays later in the project. A monthly status report will be included with monthly invoices summarizing tasks performed during the previous month, the tasks anticipated to be performed the following month, a list of any issues needing resolution to continue moving the project forward, the percentage of project completion, an indication of the amount of budget spent by task, and the overall budget.

Task 1.4: Quality Assurance/Quality Control

Throughout the project, DHA will ensure project quality at each level of design by incorporating our standardized Quality Assurance/Quality Control Plan. This includes developing a Project Binder and conducting peer reviews of in-house and subconsultant work, as well as performing an independent bridge design check. In-house Construction Management staff will perform biddability and constructability reviews at 65% design level to identify potential issues prior to development of final PS&E.

Task 1 Deliverables:

- Meeting Agendas and Minutes
- Project Schedule
- Monthly Progress Reports

Task 2.0: Preliminary Engineering

Task 2.1: Topographic Surveying and Right-of-Way Mapping

Project Limits

The limits of survey provided to UNICO include the surveying and mapping of the existing bridge and a roadway strip survey along Tisdale Road 500’ from either side of the existing bridge. The strip will be approximately 250’ wide. UNICO will also locate the full intersection at Cranmore Road, access roads and other roadways and driveways for conform. In addition, UNICO will prepare creek cross sections that will be used in developing the hydraulic model for the creek.

Right-of-Way

In order to establish the right of way and adjacent property boundaries, UNICO will research record maps, deed documents and other record drawings of the right of way and property boundaries. UNICO will perform a field survey to locate sufficient monuments of record to
resolve and map the record right of way, easements and adjacent property boundaries. Once resolved, UNICO will prepare a right of way and boundary base drawing in AutoCAD format based from record and field observed information. UNICO has identified five (5) individual properties that are adjacent to the right of way along the project limits. UNICO will prepare the right of way and adjacent property boundaries from record and field information. Title reports are not expected to be provided. There may exist additional easements or right of way areas on certain properties that may only be shown in a title report document. If the County wishes that title reports be included as part of our research, UNICO will request the County provide these documents to us for use in developing the right of way boundaries.

A detailed, design level topographic survey will be performed utilizing conventional (non-aerial) field surveying methods. UNICO will review any survey information available from Sutter County and utilize this information as necessary. UNICO will locate and map topographic features necessary to complete the design and construction. Items located will include, but are not limited to, roadway improvement features such as concrete, curbs, pavement, slopes, grade breaks, drainage features, ditches, culverts, signs, fences, gates, structures, striping, USA markings, driveway features, and trees (6" DBH or greater) to include size, type if known and drip circle.

UNICO will locate visible above ground utility features such as manholes, valves, vaults and utility poles, including overhead line heights and alignment. Measurements to accessible sewer and storm drain manholes will be performed to include approximate size, flow line elevation and direction. UNICO will provide this topographic information at cross-section intervals of 50’ or closer (10’ in steep approach areas), including horizontal and vertical change in directions.

UNICO will perform a detailed survey of the existing Tisdale Road Bridge to include deck, rails, barriers, abutments, wing walls, piers, piles, openings and cross-section profiles at each end of the bridge. UNICO will also locate the adjacent irrigation gate as well as the transition to the retaining wall at the bridge structure. In addition, UNICO will provide topography and mapping 125’ upstream and 125’ downstream of the bridge for the proposed widening. UNICO will also locate eight (8) additional cross-sections as directed by DHA for the purpose of hydraulic analyses. UNICO will include this information in the topographic survey base file. Appropriate labelling, 1’ contours and resolved 3D surface will be provided in an AutoCAD based drawing. UNICO will set project control points for utilization of surveys and for future construction control, including a minimum of three (3) points outside of the project limits. UNICO will base its survey on the Sutter County Control System, unless otherwise specified.

**Task 2.1 Deliverables:**

- AutoCAD Base File
- Point Files and clear description of points
- Control Diagram
- Record Maps and Deed Documents

DetailedScope Tisdale Rev2.docx 11/22/2016
APN's, Ownership and Parcel Addresses
Topographic Survey
Resolved 3D Surface File in 2014 Civil 3D format or later

Task 2.2: Geotechnical Investigations

WRECO will perform geotechnical engineering for the project to better define the subsurface soil and groundwater conditions to aid in preparing the design of the new structures and approach work. The work will consist of the following items:

Data Review

WRECO will review available data, including previous studies, provided by Sutter County and the project team. Key information to review will be the available County and Caltrans Bridge Inspection Reports, as-built data, published geological and seismological studies, and maintenance records for the project site.

Field Reconnaissance

WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the project site.

Field Investigation and Laboratory Testing

For the proposed bridge replacement and associated roadway approach work, WRECO will prepare and perform a field investigation to better define the subsurface soil and rock conditions at the site and perform soil classification and strength testing on recovered samples.

For the field investigation and laboratory testing work, WRECO proposes the following work be performed:

- Visit the site to mark out in white paint the proposed boring locations, and call USA North 811 a minimum of 72 hours prior to the start of the field investigation work to identify potential underground conflicts.
- Pay all fees and obtain a well construction/destruction (boring) permit from the Sutter County Department of Environmental Health to perform borings at the Project site.
- Obtain an encroachment permit to perform work within the County’s right-of-way (at no cost).
- Have previously obtained (by Sutter County) permission to enter the private property adjacent to the Project to perform the soil boring work.
- A WRECO engineer or geologist will be on-site full time logging the recovered soil samples as drilling progresses. The soils and rock will be classified using the 2010 Caltrans Soil and Rock Logging, Classification, and Presentation Manual.
The borings will be backfilled with lean cement grout in accordance with the State Water Resources Control Board requirements. Drill cuttings will be drummed as mud rotary drilling methods will be used to drill the borings. Drummed cuttings will be disposed of off-site.

Representative soil samples will be tested in a laboratory to better determine their engineering parameters. Laboratory testing will generally consist of moisture/density testing, gradation determination, corrosive potential, unconfined compressive strength, R-value testing, and direct shear strength testing. Actual testing will be determined when the soil and rock samples are recovered during the field investigation.

Drill one (1) soil boring to completion depth of 65 feet below existing road grade. This boring will be located outside of the existing roadway (traffic control not required) and adjacent to the existing bridge in private property. The drilling work will be used to obtain disturbed and relatively undisturbed representative soil samples for use in better characterizing the soil conditions at the proposed foundation locations. The existing As-built LOTB from the Cranmore Road Bridge replacement will also be used to design the bridge foundations.

**Preliminary Bridge Foundation Report**

WRECO will prepare a Preliminary Bridge Foundation Report in accordance with the 2009 Caltrans Foundation Report Preparation for Bridges to provide recommendations for design and construction of the bridge replacement. The report will include the following:

- A description of the geotechnical work performed.
- A project summary and description of the proposed improvements.
- An overview of the field investigation performed as part of this study.
- A summary of the laboratory testing performed as part of this study.
- A discussion of the regional and site geology as it pertains to the proposed improvements.
- A preliminary discussion of the regional seismology and assumed preliminary seismic design parameters for the proposed Project site in accordance with the Caltrans 2009 ARS Online Design Tool and the Caltrans Seismic Design Criteria, Version 1.6, November 2010.
- A preliminary discussion of the liquefaction potential and order of magnitude costs to mitigate.
- A summary and discussion of the available as-built information as it pertains to the proposed foundation selection.
- A discussion of the preliminary foundation recommendations for the proposed bridges taking into account the preliminary loading demands, site soil conditions, environmental constraints, and cost.

WRECO will prepare the Preliminary Bridge Foundation Report for submittal to the project team for review and use for type selection.

**Task 2.2 Deliverables:**

- Log of Test Borings
- Preliminary Bridge Foundation Report
Task 2.3: Hydrologic/Hydraulic Studies

Review Existing Hydraulic Information

WRECO will review available data, including previous studies, provided by the County and the Project Team. Key information to review will be the available hydrologic and hydraulic data, topographic survey, County and Caltrans Bridge Inspection Reports, as-built data, and maintenance records for the Project site.

Field Reconnaissance

WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

Hydrologic Assessment

WRECO will coordinate with the Sutter Extension Water District to obtain the design flows. No detailed hydrologic study is expected.

Hydraulic Analysis

WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing condition, including the limits and water surface profiles through the study area for the base flood and overtopping flood. The hydraulic model of choice will be the US Army Corps of Engineers’ HEC-RAS Model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic model.

Scour Analysis

WRECO will perform a bridge scour analysis to determine the scour potential per the methodology specified in the Federal Highway Administration’s (FHWA) HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures for the proposed bridge per the HEC-23 and California Bank and Shore Protection Manual.

Dewatering Flow during Construction

WRECO will coordinate with the Sutter Extension Water District on runoff flows during the non-irrigation season. WRECO will work with the Project Team to develop the design concept for the flow bypass (dewatering) system during construction.

Draft Bridge Design Hydraulic Study Report

WRECO will prepare a Bridge Design Hydraulic Study Report that will summarize the results from the hydraulic and bridge scour analyses and provide recommendations for bridge scour countermeasures. The reports will also include all of the detailed hydraulic model output.
reports will be prepared to meet State and local criteria and will be submitted to Caltrans and the County for review and comments.

**Task 2.3 Deliverables:**

- Draft Bridge Design Hydraulic Study Report
- Dewatering System Recommendations

**Task 2.4: Preliminary Design Utility Coordination**

DHA will provide utility coordination for the proposed project as required for the preliminary design. This phase will consist of the initial contact with the utility companies, (Utility Verification Letters), notifying them of a potential project and requesting their facility maps for the project area. All utilities known to operate in the vicinity of the project will be contacted. DHA will prepare Utility Verification Letters and submit an electronic copy to the County Project Manager for transmittal to recipients on County letterhead.

**Task 2.4 Deliverables:**

- Utility Verification Letters and Plans (Request for Information)

**Task 2.5: Bridge Type Selection Report**

It is assumed that a Bridge Type Selection Report will not be required for Tisdale Road.

**Task 2.6: Preliminary Plans (35% P&E)**

Following the approval of the Bridge Type Selection Report, DHA will proceed with preparing the 35% roadway and bridge plans for each of the project sites.

DHA will prepare 35% plans at 1"=40' scale and additional details as required at a scale of 1"=10' conforming to County format requirements for the project. The plans will show the proposed project limits (footprint), including proposed striping and lane configurations, location of utilities, impacts to trees and other environmental considerations, impacts to properties, including driveway access and proposed temporary and permanent right-of-way limits. The preliminary plans will consist of:

- Title Sheet
- Preliminary Typical Sections
- Preliminary Roadway Plan and Profile Sheet
- Preliminary Traffic Staging Plans
- Right-of-Way Constraints Exhibit
- Preliminary Bridge General Plan Sheet

These preliminary plans will provide enough data to convey a complete scope of the project. The plans will provide enough detail for use in the development of the project environmental

DetailedScope Tisdale Rev2.docx

11/22/2016
documents. Plans will be prepared in accordance with the Caltrans Local Assistance Procedures Manual. A combined roadway and bridge preliminary estimate of probable costs will be developed.

**Task 2.6 Deliverables:**

Half size (11x17) 35% Preliminary Plans and Estimate of Probable Costs

**Task 2.7: Right-of-Way Engineering**

This task prepares the required maps, legal descriptions, deeds, sketches, and back-up data to support the right-of-way acquisition effort. Right-of-Way engineering will be performed based upon the Caltrans Right-of-Way Manual specifications.

This task includes:

- Prepare right-of-way and adjacent boundary retracement sufficient for identifying and ultimately describing the areas required for temporary and permanent easements.
- Identify the need for preliminary title reports.
- Determine the precise areas needed for permanent and temporary easements.
- Prepare the appraisal map which identifies the parcel number, owner, type of easement, size of easement, and remainder size.
- Prepare legal descriptions and sketches for each parcel to be acquired for temporary or permanent use.
- Review the Preliminary Title Reports for the necessary parcels, and associated title documents, to aid the surveying team with developing right-of-way engineering, appraisal maps, and legal descriptions.

**Task 2.7 Deliverables:**

- Right-of-Way Map and Appraisal Map
- Right-of-Way Data Sheet
- Plat Maps and Legal Descriptions for Right-of-Way Takes

**Task 3.0: Environmental Documentation**

Since the project is federally funded and the funding will be administered by Caltrans, the project is subject to FHWA and Caltrans’ requirements. Thus, the DHA team will follow the Caltrans Local Assistance Procedures Manual and Standard Environmental Reference (SER) guidelines.

It is anticipated that the NEPA environmental documentation will be a categorical exclusion (CE) supported by technical studies.
The County will be the lead CEQA agency during the preparation of the CEQA environmental document. It is anticipated that the necessary environmental document will be an Initial Study/Mitigated Negative Declaration (IS/MND). The DHA team will prepare the environmental document based on the technical studies previously identified by Caltrans and to meet the appropriate requirements under CEQA and local regulations.

**Task 3.1: Environmental Project Management and Coordination**

DHA’s Environmental Project Manager will coordinate with the County and affected agencies, including telephone coordination and conferences; monitoring schedule and budget performance; and preparing progress reports, invoices, and schedule updates for the County. DHA’s Environmental Project Manager will attend a project coordination meetings as required, and four (4) meetings at the County offices or with agency staff. DHA will compile and maintain an Environmental Commitments Record for the environmental and permitting phases, including the avoidance, minimization measures, permit conditions, and mitigation requirements. The Environmental Commitments Record will be prepared in Caltrans standard format.

**Task 3.1 Deliverables:**

- Meeting Agendas and Minutes in which Environmental Issues are the Lead
- Caltrans Environmental Commitments Record

**Task 3.2: Purpose and Need/Project Description**

The County is the lead agency under CEQA for all discretionary actions related to the proposed project. Caltrans, acting as the lead NEPA agency under the delegated authority of the FHWA, has project oversight linked to the federal funding. The DHA team will prepare a purpose and need statement on the project objectives that addresses the discretionary actions for both lead agencies. The purpose and need statement will provide the basis for the appropriate regulatory and guidance documentation for compliance with both NEPA and CEQA.

**Task 3.2 Deliverables:**

- Draft/Final Purpose/Need and Project Description

**Task 3.3: Technical Studies**

A PES form has been completed for this project which identifies the required technical documents. The DHA team will prepare both the draft and final environmental documents in compliance with CEQA and NEPA procedures per the Caltrans SER, and Caltrans District 3 and FHWA guidelines. The DHA environmental team will prepare and distribute copies of the technical studies for up to three (3) review cycles, and will respond to comments and update the studies as needed for approval.

**Task 3.3.1: Hazardous Waste ISA**
The DHA environmental team will conduct a Phase 1 ISA in accordance with Caltrans’ procedures. The ISA will contain a description of the work performed, any deviations from normal ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations.

**Task 3.3.1 Deliverables:**
- Draft/Final ISA Report

**Task 3.3.2: Location Hydraulic Study**

Based on WRECO’s preliminary qualitative assessments, no floodplain encroachments or impacts are anticipated as a result of the Project. Therefore, WRECO will prepare a Floodplain Evaluation Technical Memorandum including the Technical Information for Location Hydraulic Study and the Floodplain Evaluation Report summary form to document the investigation and summarize the results.

**Task 3.3.2 Deliverables:**
- Draft/Final Floodplain Evaluation Technical Memorandum

**Task 3.3.3: Natural Environment Study (NES)**

The DHA environmental team will prepare a draft and final Natural Environment Study (NES), according to the current format guidelines from Caltrans. This document will compile and integrate data and information from a literature review and current database records, include a description of field methods and results of the field studies and protocol surveys, address sensitive plant and animal species that are known or have potential to occur, assess site physical and hydrological condition, and calculate impacts and mitigation in an appropriate regulatory context.

The NES will update the results of a literature review of Federal and State lists of sensitive species and current database records (e.g., CNDDB), a description of the field methods, and the results of the directed surveys. Field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. Additional work to support the NES includes acquisition/review of CAD and/or GIS files for the project, impact calculations and analysis, and coordination with the project team on design considerations and BMPs for the construction and post-construction phases.

**Task 3.3.3 Deliverables:**
- Draft NES and Final NES (approved by Caltrans), and Avoidance, minimization, and mitigation measures

DetailedScope Tisdale Rev2.docx 11/22/2016
Task 3.3.4: Biological Assessment (BA)

The DHA environmental team will prepare a draft and final Biological Assessment (BA) to support Section 7 consultation with the United States Fish and Wildlife Service and the National Marine Fisheries Service to determine the potential for the replacement of the bridge to impact federally listed threatened and endangered species. The BA will describe the action area and the species and critical habitat considered. The project will be evaluated for the potential to impact certain listed species that occur in the region. The BA will include an effects analysis and determination as to the potential for the project to affect the protected resources.

Task 3.3.4 Deliverables:
Draft/Final BA

Task 3.3.5: Jurisdictional Wetland and Waters Delineation Report

DHA wetland specialists will conduct a wetland delineation, identifying boundaries, types, and acreages of all aquatic resources that are under the jurisdiction of the US Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, and California Coastal Commission. Prior to field work, the DHA environmental team will review project-specific hydrological feature data and publicly available information from the US Fish and Wildlife Service National Wetlands Inventory, US Geological Survey Blue-Line data, Natural Resource Conservation Service soil survey maps, aerial imagery, and topographic maps. Potential Federal and State waters contained within the survey area will be evaluated using the methodology set forth in the US Army Corps of Engineers Wetland Delineation Manual (1987) and the Arid West Regional Delineation Supplement (2008).

Task 3.3.5 Deliverables:
Draft/Final Wetland Study and Jurisdictional Delineation Map

Task 3.3.6: Community Impact/Farmland Study

It is assumed that a Community Impact / Farmland Study memorandum will not be required for Tisdale Road.

Task 3.3.7: Historic Property Survey Report (HPSR)/Archaeological Survey Report (ASR)

Using the approved APE map for the project, the DHA team will carry out the following tasks:

- A records search and literature review;
- Native American consultation;
- Archival research with local repositories, agencies, and historical societies, in accordance with the requirements of the HPSR;

DetailedScope Tisdale Rev2.docx 11/22/2016

As a follow up to the Native American Heritage Commission response, DHA will prepare a letter under the signature of Caltrans to all tribes listed in the response letter and follow-up phone calls for further consultation as required by Caltrans Guidelines. An on-foot survey of the proposed project APE where feasible and at intervals of 15 meters as standard professional practice will be conducted. DHA’s archaeologists will record any historic and prehistoric cultural resources found on California Department of Parks and Recreation (DPR) 523 forms. Should a site be identified during the survey, DHA will provide site forms or updates to the local data repository as required under the archaeological standard of profession.

**Task 3.3.7 Deliverables:**
Draft/Final HPSR/ASR

**Task 3.3.8: Historic Resource Evaluation Report**
It is assumed that a Historic Resource Evaluation Report will not be required for Tisdale Road.

**Task 3.4: Prepare Environmental Documentation**
Based on our recent experience with similar bridge replacement projects, the DHA environmental team anticipates the necessary environmental clearance document will include preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA and Categorical Exclusion (CE) with technical studies under NEPA, with Caltrans preparing the CE once the technical studies and CEQA documents are finalized.

**Task 3.4.1: Prepare Administrative Draft IS/MND**
DHA will prepare an Initial Study (IS) for the project. It is the goal of the IS to support adoption of a Mitigated Negative Declaration (MND) by the County. Several technical reports and memorandums will be prepared to support the conclusions of the IS/MND. Prior to starting development of the IS/MND, an outline of the document will be submitted to the project team for review before document preparation begins.

**Task 3.4.1 Deliverables:**
Admin Draft IS/MND

**Task 3.4.2: Prepare and Submit Public Draft IS/MND**
After review and approval by the County, DHA will prepare a screen check IS/MND for final approval before public circulation and review. DHA will submit a single (1) electronic copy of the screen check for review and approval. We are assuming a total of 3 copies of the public review IS/MND will be sent to the County for distribution and 15 bound copies will be sent to the State Clearing House.
Task 3.4.2 Deliverables:

Public Circulation Review IS/MND
Notice of Completion (NOC) to the State Clearing House and deliver it with 15 bound copies of the Draft IS/MND

Task 3.4.3: Prepare and Submit Administrative Final IS/MND and Mitigation Monitoring and Reporting Program

At the conclusion of the 30-day public comment period, DHA will meet with the project development team to discuss the comments received and the preparation of the final document. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA will be prepared as part of the final document.

Task 3.4.3 Deliverables:

Draft/Final IS/MND with response to comments and MMRP

Task 3.4.4: Prepare and Submit Final IS/MND and Mitigation Monitoring and Reporting Program

After the project development team and County Policy and Consistency Review has reviewed the draft-final IS/MND and draft MMRP, DHA will incorporate the necessary revisions into the document and submit the Final IS/MND and MMRP. DHA will attend the County Board approval meeting to adopt the IS/MND and will draft a Notice of Determination (NOD) for the County to file with the County Recorder’s Office within 5 (five) days of approval of the IS/MND (pursuant to CEQA guidelines).

Task 3.4.4 Deliverables:

Final IS/MND and MMRP
Notice of Determination
Memo of concurrence of bid package with environmental and regulatory compliance

Phase 2: Final Design

Task 4: Final Design Engineering

Task 4.1: 65% Bridge Design

DHA will prepare structural design calculations on the preferred bridge alternative identified in the approved Bridge Type Selection Report. The design will be conducted in accordance with:

- Caltrans Bridge Design Manuals
- AASHTO LRFD Bridge Design Specifications 6th Edition with Caltrans Amendments
- Caltrans Seismic Design Criteria Version 1.7

A detailed description of DHA’s bridge design subtasks is as follows:

DetailedScope Tisdale Rev2.docx 11/22/2016
Superstructure Design

The superstructure will be designed to meet LRFD requirements specified by Caltrans. Vertical loads will include HL-93, Caltrans Permit, and Alternative Vehicle live loads as well as prescribed dead loads. The seismic design will adhere to the requirements specified in the Caltrans Seismic Design Criteria and Caltrans Memo to Designers Manual. The analysis of the bridge superstructure will utilize the CT Bridge computer program for live loads, used by Caltrans.

Substructure Design

The support reactions from the superstructure will be used to design the substructure components. The substructure system will incorporate structure movement, drainage, structure approach, and seismic requirements. It is assumed that the substructure will be pre-cast concrete driven pile extensions.

Seismic Design

After member sizes have been determined, DHA will evaluate the global seismic performance of the bridge based on guidance in the current Caltrans Seismic Design Criteria and Memo to Designers. Response spectrum analysis will be performed to evaluate structure displacement performance. The bridge plans will include seismic detailing per current Caltrans standards.

Task 4.2: 65% Roadway Design

DHA will prepare design plans that specify horizontal and vertical alignment data, pavement thickness, curb type, limits of cut and fill, fencing, slopes and construction details. The roadway design will also include roadway drainage details, staging, signing and striping details.

SWPPP

Since the project disturbed area is likely to be greater than 1 acre, a Storm Water Pollution Prevention Plan (SWPPP) will be required. A Notice of Intent (NOI) must be filed with the Regional Water Quality Control Board. Upon completion of the project, a Notice of Completion must be filed with the RWQCB. DHA will prepare the SWPPP for the project and prepare the NOI for the County to process. It is understood that all fees will be paid directly by the County. The Notice of Completion will be prepared for filing by the County after construction is complete.

Task 4.3: 65% P&E Submittal

Concurrently with the design efforts, DHA will prepare and submit the 65% plans and updated construction cost estimate for County review and approval.

65% Plans
Plan sheets will be prepared in English units. DHA intends to use AutoCAD Civil 3D using Sutter County’s standard sheet format. Plans will be at the required feet and inch scales. DHA anticipates the following plan sheets will be required for this project:

Title Sheet and Key Map
Roadway Typical Cross Section Sheet
Roadway Plan and Profile Sheets
Construction Detail Sheets (Total 3)
Temporary Erosion/Pollution Control Sheets (Total 5)
Roadway Drainage Details (Total 3)
Utility Plan
Staged Construction/Traffic Handling Plans (Total 2)
Signing and Striping Plan
Bridge General Plan
Deck Contour
Foundation Plan
Abutment Layout and Details
Pier Layout and Details
Bridge Typical Section
Slab Layout and Details (Total 3)
Bridge Railing
Log of Test Borings

65% Estimate

DHA will update the construction cost estimate developed during preliminary engineering to reflect changes that are identified during the 65% design process.

Draft Bridge Foundation Report

WRECO will prepare a Bridge Foundation Report in accordance with the 2009 Caltrans Foundation Report Preparation for Bridges to provide design and construction recommendations for the bridge replacement. The report will include the following:

A Project summary and description of the geotechnical work performed.
A discussion of the regional and local geology as it pertains to the Project.
A summary of the identified site soils, summary of the laboratory testing results, and a LOTB with the boring presented.
A discussion of the regional seismology and seismic design parameters for the proposed Project site in accordance with the Caltrans 2009 ARS Online Design Tool and the Caltrans Seismic Design Criteria, Version 1.7, November 2013.
A liquefaction evaluation of the identified site soils. Based upon the as-built soils data, the chance of liquefaction occurring at the site is low as the site is underlain by clayey soils which typically do not experience liquefaction.
An engineering soil profile of the Project site that will be used to aid in the design of the proposed foundations.
The results of the grain size determination of the site soils for use in determining the predicted scour at the site based upon the proposed bridge configuration. At this time, it is anticipated the foundations will consist of driven pre-cast/pre-stressed driven concrete piles.

Slope stability analyses will be performed for the completely saturated case when the irrigation channel is full flowing and for the seismic case when water is at the annual mean elevation. Approach grading recommendations to aid in the temporary construction staging and any profile correction work.

New flexible structural pavement section recommendations for the reconstructed roadway approaches. Contract Standard Special Provision (SSP) language for inclusion in the Contract Documents to better identify and quantify the foundation construction risk during bidding, and therefore, reduce the occurrence of a Contract Change Order (CCO) resulting from the foundation excavation and construction.

**Bridge Design Hydraulic Study Report**

Comments on the draft report will be addressed. The final hydraulic run of the proposed bridge structure will be performed, incorporating design changes made since completion of the draft hydraulic report. The Bridge Design Hydraulic Study Report will then be updated and finalized.

**Task 4.1, 4.2 and 4.3 Deliverables:**

- Half size (11x17) 65% Plans
- Construction Cost Estimate
- Draft Bridge Foundation Report
- Bridge Design Hydraulic Study Report
- SWPPP

**Task 4.4: Independent Bridge Design Check**

With the 65% design plans, a comprehensive Quality Control Review of the plans and construction cost estimate will be performed by a senior staff member. In addition, an independent bridge design check will be conducted by an engineer not involved in the initial design of the project.

The independent check engineer will prepare an independent set of design calculations and quantity calculations. Upon completion of the special provisions (Task 4.6), an independent check engineer will perform a thorough review of the bridge plans and special provisions for consistency between both documents.

**Task 4.5: 95% Bridge and Roadway Design**

**Response to Review Comments**

After the environmental documents have been approved and upon receipt of the review comments on the 65% submittal, revisions will be made to the plans in preparation for the 95% submittal package. A written response will be prepared by the designer addressing any reviewer
or checker comments, suggestions or proposed revisions. The project special provisions will also be finalized in Caltrans' standard format for inclusion in the Bid Documents by the County.

**Task 4.6: Prepare Specifications**

DHA will use the most current version of the Standard Special Provisions available from Caltrans, (2015), and will edit the Standard Special Provisions to meet the requirements for this specific project. The special provisions document will be developed using Microsoft Word. DHA will incorporate the Structure Special Provisions in the County Boilerplate (to be provided by County).

**Task 4.7: Prepare Quantities and Engineer's Estimate**

Quantity take-off calculations and a marginal estimate will be prepared in accordance with Section 11 of Caltrans Bridge Design Aids Manual. This estimate will be based on quantity take-off calculations performed by two separate individuals. The unit cost data will be based on past relevant experience with similar projects, including any Sutter County construction cost data, and the latest version of Contract Cost Data as prepared by Caltrans.

**Task 4.8: 95% PS&E Submittal**

A complete set of checked plans, specifications, and construction cost estimate will be submitted for final review and approval.

WRECO will prepare the Final Bridge Foundation Report to be submitted for Project approval and use in developing the final Contract Documents.

**Task 4.8 Deliverables:**

- Half size (11x17) 95% Plans
- Contract Special Provisions
- Construction Cost Estimate
- Final Bridge Foundation Report
- Response to 65% Review Comments

**Task 4.9: Final PS&E**

Design comments on the 95% PS&E will be incorporated into the Final PS&E, as appropriate. The final drawings, special provisions, and estimates will be prepared in accordance with the Local Assistance Procedures Manual and presented to Sutter County at the completion of the design phase of the project. All documents will be stamped and signed by a licensed civil or structural engineer registered in California.

DHA will prepare a Resident Engineer (RE) Pending File in accordance with Caltrans requirements identified in Office of Special Funded Projects Information and Procedures Guide, Section 4-9. As part of the RE Pending File, 1”=4’ deck contours (4-Scales) will be provided.

DetailedScope Tisdale Rev2.docx  
11/22/2016
accordance with Caltrans Bridge Memo to Designers. Earthwork cross sections will be
developed in accordance with guidelines in Caltrans CADD Users Manual. Cross sections will
be included with the RE Pending file.

Task 4.9 Deliverables:
- Stamped and Signed Bridge Design and Quantity Calculations
- Stamped and Signed Bridge Independent Design and Quantity Check Calculations
- Stamped and Signed Final Hydrology, Hydraulics Reports
- Stamped and Signed Final Foundation Report
- Stamped and Signed Final Plans
- Contract Special Provisions
- Construction Cost Estimate
- Response to 95% Review Comments
- RE Pending File
- 4-Scale Contour Plots
- Cross Sections

Task 5: Regulatory Agency Permits

Task 5.1: Habitat Mitigation and Monitoring Plan

A habitat mitigation and monitoring plan will be developed that includes all mitigation
requirements in the NES, BA, and IS/MND and permit applications.

Task 5.1 Deliverables:
- Habitat Mitigation and Monitoring Plan

Task 5.2: Nationwide Permit Verification (Clean Water Act, Section 404)

The proposed project may result in discharge of material into waters of the US. In the event this
occurs, the project will require authorization from the USACE. It is likely that any discharge
resulting from this project can be authorized using one or more Nationwide Permits (NWP). The
DHA environmental team will prepare a Pre-Construction Notification (PCN) to submit to the
USACE requesting verification that the project can be authorized using the specified NWP(s).
The DHA environmental team will also submit a Preliminary Jurisdictional Delineation (as
discussed above) and request concurrence by the USACE.

Task 5.2 Deliverables:
- Draft/Final Permit Applications

Task 5.3: Water Quality Certification (Clean Water Act, Section 401)

A Water Quality Certification may be required from the RWQCB for the proposed project, if it
will affect wetlands or other waters of the State, to certify that the project is consistent with water
quality goals and objectives. The DHA environmental team will prepare an application package
for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the County, amount to be determined).

**Task 5.3 Deliverables:**
Draft/Final Permit Applications

**Task 5.4: Incidental Take Permit and Lake and Streambed Alteration Agreement (Fish and Game Code, Section 1602)**
The proposed project may require notification of proposed streambed alteration to the CDFW if the project will have an effect on waters and the riparian zone. The DHA environmental team will prepare an application package for submittal to CDFW. A processing fee must be included with the submittal (to be provided by the County, amount to be determined).

**Task 5.4 Deliverables:**
Draft/Final Permit Applications

**Phase 3: Utility Relocation and Right-of-Way**

**Task 6: Utility Relocation Coordination**

**Task 6.1: Phase 3 Project Management**
DHA will perform the activities necessary to plan, direct, and coordinate the work in Phase 3.

**Task 6.1 Deliverables:**
Meeting Agendas and Minutes  
Project Schedule  
Monthly Progress Reports

**Task 6.2: Utility Relocation Coordination**
DHA will comply with FHWA rules and regulations under the Code of the Federal Regulations (CFR) governing utility relocations on Federal-Aid projects as described in Chapter 13 “Utility Relocations” of the Caltrans Right of Way Manual and Chapter 14 “Utility Relocations” of the Caltrans Local Assistance Manual. This work includes the following:

- Prepare utility conflict mapping to be distributed to the affected utilities
- Prepare and update utility response matrix
- Prepare and update utility relocation binder
- Identify Conflicts and Prepare letters to Request Conflict Resolution, Liability Determination
- Review relocation plans and incorporate in project plans

DetailedScope Tisdale Rev2.docx 11/22/2016
• Prepare ROI, NTO and Utility Agreements
• Prepare Right-of-Way Utility Clearance Memo
• It is anticipated that this task will include one (1) meeting with utility owners, if required

Task 6.2 Deliverables:
- Report of Investigation
- Notice to Owner
- Right-of-Way Utility Clearance Memo

Task 7: Right of Way Services (Optional)

Task 7.1: Right of Way Appraisals
Obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the County. All appraisals will be submitted to the County for review and pre-approval prior to purchase offer presentations. If project funding requires formal third party appraisal reviews, this proposal assumes Caltrans staff will provide the required appraisal reviews. This proposal does not include any appraisal of public lands held by County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties.

Task 7.2: Right of Way Acquisitions
Prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages will include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Present these documents for County review and pre-approval prior to presenting offers to property owners. Concurrently, seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. After offer presentation, handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements coordinate with County and, if appropriate, with the County Attorney’s office in conjunction with any required Necessity Hearing scheduling. For final agreements, process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 7.3: Right of Way Certification
Prepare Right-of-Way Certification, summarizing the status of all right-of-way related matters pertaining to the proposed construction project. The certification shall state the following, consistent with Chapter 14 of the Caltrans Right-of-Way Manual:

Real property interests have been, or are being, secured.

DetailedScope Tisdale Rev2.docx 11/22/2016
ATTACHMENT 2

DRAKE HAGLAN AND ASSOCIATES AGREEMENT
ADDENDUM #1
DATED FEBRUARY 11, 2019
EXTENDS TIME OF PERFORMANCE TO
DECEMBER 31, 2019
ADDENDUM #1
TO AGREEMENT FOR PROFESSIONAL SERVICES:
PRELIMINARY ENGINEERING FOR THE TISDALE ROAD BRIDGE REPLACEMENT
(18C-0057)

WHEREAS, as of February 14, 2017, Drake Haglan and Associates ("Consultant") and the County of Sutter ("County") entered into an Agreement for Professional Services: Preliminary Engineering for the Tisdale Road Bridge Replacement, which is incorporated herein by this reference, and

WHEREAS, the parties are mutually desirous of amending the Time of Performance from February 11, 2019, to December 31, 2019, and

NOW, THEREFORE, for valuable consideration receipt of which is hereby acknowledged, Consultant and County agree that the Time of Performance in Agreement for Professional Services: Preliminary Engineering for the Tisdale Road Bridge Replacement, entered into as of February 14, 2017, be amended to December 31, 2019, effective February 11, 2019. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this addendum and the Agreement, it shall be resolved such that the provisions of this addendum shall control in all respects.

Dated: 2/15/19

DRAKE HAGLAN AND ASSOCIATES

By
Dennis Haglan
President

Dated: 1/29/2019

COUNTY OF SUTTER

By
Neal Hay, PE
Director of Development Services

Approved as to Form

By
William J. Vanpaeck
Assistant County Counsel, Sutter County
ATTACHMENT 3

DRAKE HAGLAN AND ASSOCIATES AGREEMENT
ADDENDUM #2
DATED MARCH 15, 2019
ADDENDUM NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
Preliminary Engineering for the Tisdale Road Bridge Replacement (18C-0057)

This Addendum No. 2 to Professional Services Agreement ("Addendum") is between Drake Hagian and Associates ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). This Addendum modifies the Professional Services Agreement entered into on February 14, 2017 between Consultant and County, and which is attached to this Addendum as Attachment 1 and collectively referred to as the "Agreement".

RECATIALS

A. The parties to this Addendum entered into the Agreement for the Preliminary Engineering Services for the replacement of the Tisdale Road Bridge; and

B. The parties increased the completion time of the Agreement to December 31, 2019 in Addendum No. 1 to the Agreement.

C. The parties now desire to increase the scope of the Agreement to include Task 7: Right of Way Services, originally listed as an optional task in Exhibit A of the Agreement.

D. The parties now desire to increase the compensation by $26,430.00 for the increased scope of services.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective the date this addendum is last signed:

1. Article II. Statement of Work is deleted in its entirety and replaced with the following:

   Pursuant to Government Code Section 31000, COUNTY retains CONSULTANT to perform and CONSULTANT agrees to perform all the professional services as described in Exhibit "A" which is attached hereto and incorporated herein by this reference which services shall include plans, specifications, construction estimate, environmental permitting, and right of way acquisition services for the Tisdale Road Bridge Replacement Project.

2. Exhibit A of the Agreement shall be amended to include Task 7: Right of Way Services in the scope of the Agreement.

3. Article V. Allowable Costs and Payments, Paragraph E, is amended as follows:

   The total amount payable by COUNTY shall not exceed FOUR-HUNDRED FORTY-TWO THOUSAND ONE HUNDRED TWENTY FOUR dollars ($442,124.00).
All other terms and conditions of the Agreement not modified by this Addendum remain in full force and effect.

COUNTY OF SUTTER:
By: [Signature]
Neal Hay, Director of Development Services
DATE: 3-4-2019

DRAKE HAGLAN AND ASSOCIATES:
By: [Signature]
Dennis Haglan, President
DATE: 3-15-19

APPROVED AS TO FORM:
[Signature]
SUTTER COUNTY COUNSEL
ATTACHMENT 4

ASSIGNMENT OF AGREEMENT TO DEWBERRY/DRAKE HAGLAN
LETTER DATED 10/17/2019
10/17/2019

Sutter County

1130 Civic Center Boulevard, Yuba City, California 95993

RE: Assignment of Drake Haglan & Associates, Inc. Agreements to Dewberry | Drake Haglan

Dear Neal Hay, Contract Administrator:

Drake Haglan & Associates, Inc. (DHA) and Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan (Dewberry) have entered into an agreement to transfer DHA’s assets (including certain DHA professional services agreements) to Dewberry, subject to consent of DHA’s clients. In addition to the assets transfer, DHA’s staff will transfer to Dewberry. DHA became a wholly owned subsidiary of Dewberry on September 27, 2019. Enclosed for your reference is a W-9, credit reference, and certificate of insurance for Dewberry.

This letter provides notice of, and requests your consent to, the assignment by DHA to Dewberry of all of DHA’s rights, title, and interest in and under the below listed agreements between DHA and Sutter County. By executing this letter below, you consent to such assignment by DHA of all of its right, title and interest in and under the below listed agreements to Dewberry, amendment of the below listed agreements to include Dewberry as the contracting party as of the date hereof, and acknowledge receipt of notice with respect thereto.

<table>
<thead>
<tr>
<th>Client Contract Identifier</th>
<th>DHA Job</th>
<th>DHA PM Name</th>
<th>PM Phone #</th>
<th>PM Email</th>
<th>DHA Job Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement No. 17-021</td>
<td>16042</td>
<td>Brian Hansen</td>
<td>916.822.3957</td>
<td><a href="mailto:BHansen@Dewberry.com">BHansen@Dewberry.com</a></td>
<td>Kent Avenue Bridge Replacement</td>
</tr>
<tr>
<td>Agreement No. 17-022</td>
<td>16043</td>
<td>Brian Hansen</td>
<td>916.822.3957</td>
<td><a href="mailto:BHansen@Dewberry.com">BHansen@Dewberry.com</a></td>
<td>Tisdale Road Bridge Replacement</td>
</tr>
</tbody>
</table>
| 06/25/2019; 19-121         | 19023   | Brian Hansen | 916.822.3957 | BHansen@Dewberry.com | Bridge Preventative Maintenance Prog
Your DHA points of contact and the DHA staff that have served you will remain unchanged and will continue to serve you. In addition you will now have access to Dewberry’s substantial resources. Dewberry is registered to do business in all project locations. Its Federal Tax Identification Number is: 13-0746510.

For official notices, please update your points of contact to include a copy be sent to notices@dewberry.com.

DHA respectfully requests that you signify your approval and confirmation of the above by executing this letter, keeping one executed copy for your records and returning one executed copy as soon as possible via email.

Thank you in advance for your prompt attention to this matter. If you have a question about this request or need additional information, please call the PM listed above.

Sincerely,

Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan

By: Darren R. Conner
Title: CEO and President
Date: 10/17/2019

Drake Haglan & Associates, Inc.

By: Dennis Haglan
Title: Assistant Vice President
Date: 10/17/2019

CONSENTED, ACKNOWLEDGED AND AGREED TO:

Sutter County

Signature: 

By: NEAL HAY
Title: DIRECTOR OF DEVELOPMENT SERVICES
Date: 10-21-19.
# EXHIBIT A - PERMIT FEE SUMMARY FOR TISDALE AND KENT

## Tisdale Permit Fee Summary - 11/18/2019

<table>
<thead>
<tr>
<th>Permit</th>
<th>Agency</th>
<th>Check Payable to:</th>
<th>Address</th>
<th>Fee</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1602</td>
<td>CDFW</td>
<td>Department of Fish &amp; Wildlife</td>
<td>North Central Region (Region 2) LSA Program 1701 Nimbus Road Rancho Cordova, CA 95670</td>
<td>$ 5,313.00</td>
<td>This is fee for &quot;Standard Agreement&quot;, five years or less.</td>
</tr>
<tr>
<td>401</td>
<td>RWQCB</td>
<td>State Water Resource Control Board</td>
<td>401 Water Quality Certification and Wetlands Program Center Valley Regional Water Quality Control Board 11020 Sun Center Drive #200 Rancho Cordova, CA 95670</td>
<td>$ 1,949.00</td>
<td>This increased from $1,638 for FY1819.</td>
</tr>
<tr>
<td>ITP</td>
<td>CDFW</td>
<td>Department of Fish &amp; Wildlife</td>
<td>North Central Region (Region 2) Attn: Incidental Take Permit Application 1701 Nimbus Road Rancho Cordova, CA 95670</td>
<td>$ 25,570.50</td>
<td>Application Fee, additional cost for mitigation bank. This increased from $24,765.75 in 2018. They have not listed prices for 2020 yet.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mitigation Bank (Estimate)</td>
<td>Westervelt Ecological Services 600 North Market Blvd., Suite 3 Sacramento, CA 95834</td>
<td>$ 29,250.00</td>
<td>2019 cost is $60,000 per credit. 2020 cost is likely going to be $65,000 per credit. 3.1 for permanent impacts &amp; 2.1 for temporary impacts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mitigation Bank (Contingency)</td>
<td></td>
<td>$ 36,400.00</td>
<td>BO has approximately double area, CDFW may require acreagea based on BO.</td>
</tr>
</tbody>
</table>

**Total Permitting Cost:** $ 98,482.50

---

## Kent Permit Fee Summary - 11/18/2019

<table>
<thead>
<tr>
<th>Permit</th>
<th>Agency</th>
<th>Check Payable to:</th>
<th>Address</th>
<th>Fee</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1602</td>
<td>CDFW</td>
<td>Department of Fish &amp; Wildlife</td>
<td>North Central Region (Region 2) LSA Program 1701 Nimbus Road Rancho Cordova, CA 95670</td>
<td>$ 5,313.00</td>
<td>This is fee for &quot;Standard Agreement&quot;, five years or less.</td>
</tr>
<tr>
<td>401</td>
<td>RWQCB</td>
<td>State Water Resource Control Board</td>
<td>401 Water Quality Certification and Wetlands Program Center Valley Regional Water Quality Control Board 11020 Sun Center Drive #200 Rancho Cordova, CA 95670</td>
<td>$ 1,949.00</td>
<td>This increased from $1,638 for FY1819.</td>
</tr>
<tr>
<td>ITP</td>
<td>CDFW</td>
<td>Department of Fish &amp; Wildlife</td>
<td>North Central Region (Region 2) Attn: Incidental Take Permit Application 1701 Nimbus Road Rancho Cordova, CA 95670</td>
<td>$ 25,570.50</td>
<td>Application Fee, additional cost for mitigation bank. This increased from $24,765.75 in 2018. They have not listed prices for 2020 yet.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mitigation Bank (Estimate)</td>
<td>Westervelt Ecological Services 600 North Market Blvd., Suite 3 Sacramento, CA 95834</td>
<td>$ 18,200.00</td>
<td>2019 cost is $60,000 per credit. 2020 cost is likely going to be $65,000 per credit. 3.1 for permanent impacts &amp; 2.1 for temporary impacts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mitigation Bank (Contingency)</td>
<td></td>
<td>$ 17,550.00</td>
<td>BO has approximately double area, CDFW may require acreagea based on BO.</td>
</tr>
</tbody>
</table>

**Total Permitting Cost:** $ 68,582.50
To: Honorable Board of Supervisors

From: Donna M. Johnston, Clerk Recorder

Department: Elections

Subject: Approval of the reappointment of Gary Justeson and Randy Krehe to the Reclamation District 2054

Recommendation: That the Sutter County Board of Supervisors, as the supervising authority of the Reclamation District No. 2054 appoint the persons who filed Nomination Petitions for the position of Trustee for the General Election scheduled on November 19, 2019.

Background: As the number of persons nominated for the position of Trustee of Reclamation District No 2054 as of the deadline for filing such nomination did not exceed the number of Trustees to be elected and that no petition requesting an election be held has been submitted to the Board of Trustees of Reclamation District No. 2054; accordingly the Board of Supervisors of Sutter County will appoint the persons so nominated to fill the position of Trustee and the general election previously scheduled was not held.

Prior Board Action: Previous appointments have been made from uncontested elections.

Board Alternatives: None as Water Code 50742 states that the supervising authority shall make these appointments.

Other Department and/or Agency Involvement: None.

Action Following Approval: Trustees will take office following the approval by the Board of Supervisors.

Fiscal Impact: None.

Countywide Goals and/or Top Priorities Compliance: None

Standing Committee Review: Not required by Board policy 305.

Respectfully Submitted,

S/ Donna M. Johnston
Clerk Recorder
Attachments:
1. 2019 RD 2054 Reappointment Documents
RECLAMATION DISTRICT NO. 2054
P.O. Box 143
Gridley, CA 95948

December 11, 2019

Donna M. Johnston
County Clerk-Recorder
Registrar of Voters
Clerk of the Board of Supervisors
1435 Veteran Memorial Circle
Yuba City, CA 95993

Re: Reappointment of Gary Justeson and
Randy Krehe to the Board of Trustees,
Reclamation District No. 2054

Dear Mrs. Johnston:

Enclosed please find the following:

1. Official Filing Petition of Gary Justeson;
2. Official Filing Petition of Randy Krehe;
3. Proof of Publication of Notice of Election;
4. Affidavit of Publication of Notice of Election;
5. Proof of Publication of Notice of No Election; and
6. Affidavit of Publication of Notice of No Election.

Based on the statements in the enclosed copies, please put the reappointment
of Mr. Justeson and Mr. Krehe on the agenda of the next meeting of the Board
of Supervisors.

Please advise me of the action taken by the Board on this item.

Thank you for your attention to this matter.

Very truly yours,

[Signature]
Palmer Hatch,
Secretary
OFFICIAL FILING PETITION

Nomination of Candidate

We, the undersigned voters of Reclamation District No. 2054, hereby nominate

[Signature]

for the office of Trustee of the District for a term of four years, expiring December 31, __________.

Name and signature  Date  Residence

1.  [Signature]  9/3/19  2010 Eagle Meadows

2.  Mark Evans  9/3/19  1266 Pennington Rd

3.  [Signature]  9/3/19  7339 Pennington Rd

4.  [Signature]  9-3-19  626A Pennington Rd

5.  James H. Boulevard  9-3-19  9081421, Gridley, CA
AFFIDAVIT OF CIRCULATOR

STATE OF CALIFORNIA
COUNTY OF Butte

Gary N. Justeson (name of circulator), being duly sworn, deposes and says:

That Gary N. Justeson (he/she) circulated the foregoing petition and saw all the signatures appended thereto and knows that they are the signatures of the persons whose names they purport to be.

(Signature of circulator)

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.

STATE OF CALIFORNIA
COUNTY OF Butte

Subscribed and sworn to (or affirmed) before me on this 14th day of September, 2019 by Gary N. Justeson, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature

BRANDY KOPP
Notary Public - California
Butte County
Commission # 2286275
My Comm. Expires May 21, 2023
AFFIDAVIT OF NOMINEE

State of California 

County of Butte 

(name of nominee), being duly sworn, says that he/she is the above-named nominee for the office of Trustee of Reclamation District No. 2054, that he/she will accept the office in the event of his/her election, that he/she desires his/her name to appear on the ballot as follows: 

(Print name above)

that he/she desires the following occupational designation, containing no more than three words, to appear on the ballot under his/her name, and that this designation is correct.

(Print desired designation, if any, above)

(Signature of nominee)

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.

STATE OF CALIFORNIA 

COUNTY OF Butte 

Subscribed and sworn to (or affirmed) before me on this 4th day of September, 2019 by Gary N. Justeson, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature
OFFICIAL FILING PETITION

Nomination of Candidate

We, the undersigned voters of Reclamation District No. 2054, hereby nominate

**Randy Krehe**

for the office of Trustee of the District for a term of four years, expiring December 31, ___________.

<table>
<thead>
<tr>
<th>Name and signature</th>
<th>Date</th>
<th>Residence</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bradley Krehe</td>
<td>Sept 6, 2019</td>
<td>3203 Osma Rd Yuba City, CA 95991</td>
</tr>
<tr>
<td>2. Val Krehe</td>
<td>9-7-2019</td>
<td>3033 Sierra Mtn, CA 95860</td>
</tr>
<tr>
<td>3. Carly Sistrom</td>
<td>9/10/19</td>
<td>15 Black Oak Apts, CA 95745</td>
</tr>
<tr>
<td></td>
<td>9/10/19</td>
<td>6266 Pennington Rd Live Oak</td>
</tr>
<tr>
<td>5. Mark Evans</td>
<td>9-10-19</td>
<td>6266 Pennington Rd Live Oak</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Live Oak, CA 95953</td>
</tr>
</tbody>
</table>
AFFIDAVIT OF CIRCULATOR

STATE OF CALIFORNIA  

COUNTY OF   

(name of circulator), being duly sworn, deposes and says:

That (he/she) circulated the foregoing petition and saw all the signatures appended thereto and knows that they are the signatures of the persons whose names they purport to be.

(Signature of circulator)

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.

STATE OF CALIFORNIA  

COUNTY OF   

Subscribed and sworn to (or affirmed) before me on this _day of , 20_, by , proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature

CORINNE A. THOMAS  
Notary Public - California  
Sutter County  
Commission # 2244985  
My Comm. Expires Jun 2, 2022
AFFIDAVIT OF NOMINEE

State of California  )
County of  )

__________________________________________ (name of nominee), being duly sworn, says
that he/she is the above-named nominee for the office of Trustee of Reclamation District No.
2054, that he/she will accept the office in the event of his/her election, that he/she desires
his/her name to appear on the ballot as follows:

__________________________________________
(Print name above)

that he/she desires the following occupational designation, containing no more than
three words, to appear on the ballot under his/her name, and that this designation is correct.

__________________________________________
(Print desired designation, if any, above)

__________________________________________
(Signature of nominee)

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.

STATE OF CALIFORNIA  )
COUNTY OF  )

Subscribed and sworn to (or affirmed) before me on this _____ day of
_____________________, 20__ by ______________________________, proved to me on the
basis of satisfactory evidence to be the person who appeared before me.

Signature  

______________________________________________________________________________
PROOF OF PUBLICATION
(2015.5 C.C.P.)

APPEAL-DEMOCRAT
1530 Ellis Lake Drive, Marysville, CA 95901 * (530) 749-4700

STATE OF CALIFORNIA * Counties of Yuba and Sutter

I am not a party to, nor interested in the above entitled matter. I am the principal clerk of the printer and publisher of THE APPEAL-DEMOCRAT, a newspaper of general circulation, printed & published in the City of Marysville, County of Yuba, to which Newspaper has been adjudged a newspaper of general circulation by The Superior Court of the County of Yuba, State of California under the date of November 9, 1951, No. 11481, and County of Sutter to which Newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sutter, State of California under the date of May 17, 1999, Case No.CV PT99-0819. The Notice, of which the annexed is a copy, appeared in said newspaper on the following dates:

September 10, 2019

I declare under penalty of perjury that the foregoing is true and correct.

September 10, 2019

Date

Signature

W. Z. Jefferson Brown, Attorney at Law
Notice of Election

COPY:

NOTICE OF ELECTION AND THAT
PETITIONS FOR NOMINATION OF A
CANDIDATE MAY BE RECEIVED
(Water Code Section 50731.5)

Notice is given that an election by mail-in ballot to fill the two expiring terms of Trustees of Reclamation District No. 2054, for a four year term ending December 31, 2023, will be held on November 19, 2019. To qualify to serve as Trustee, a candidate must own land within the District. Official petitions to nominate a candidate to fill the office of Trustee will be available commencing September 10, 2019 and must be received and filed at the office of the Secretary of the District, 143 5th Street, Colusa, CA 95932 (P.O. Box 1066, Colusa, CA 95932) by no later than 5:00 p.m. on September 26, 2019. Interested persons may contact the Secretary at 530-458-7696 for more information and to obtain an official form of petition.

Dated: September 4, 2019
Palmer Hatch
Secretary
Reclamation District No. 2054

September 10, 2019
Ad #00244876
IN THE SUPERIOR COURT OF THE
STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF BUTTE

In The Matter Of
Notice of Election - Nomination of a Candidate

AFFIDAVIT OF PUBLICATION

STATE OF CALIFORNIA
COUNTY OF BUTTE

The undersigned resident of the county of Butte, State of California, says:

That I am, and at all times herein mentioned was a citizen of the United States and not a party to nor interested in the above entitled matter; that I am the principal clerk of the printer and publisher of

The Chico Enterprise-Record
The Oroville Mercury-Register

That said newspaper is one of general circulation as defined by Section 6000 Government Code of the State of California, Case No. 26796 by the Superior Court of the State of California, in and for the County of Butte; that said newspaper at all times herein mentioned was printed and published daily in the City of Chico and County of Butte; that the notice of which the annexed is a true printed copy, was published in said newspaper on the following days:

09/10/2019

Dated September 12, 2019
at Chico, California

(Signature)
PROOF OF PUBLICATION
(2015.5 C.C.P.)

APPEAL-DEMOCRAT
1530 Ellis Lake Drive, Marysville, CA 95901 * (530) 749-4700

STATE OF CALIFORNIA * Counties of Yuba and Sutter

I am not a party to, nor interested in the above entitled matter. I am the principal clerk of the printer and publisher of
THE APPEAL-DEMOCRAT, a newspaper of general circulation, printed & published in the City of Marysville, County of
Yuba, to which Newspaper has been adjudged a newspaper of general circulation by The Superior Court of the County
of Yuba, State of California under the date of November 9, 1951, No. 11481, and County of Sutter to which Newspaper
has been adjudged a newspaper of general circulation by the Superior Court of the County of Sutter, State of California
under the date of May 17, 1999, Case No.CV PT99-0819. The Notice, of which the annexed is a copy, appeared in said
newspaper on the following dates:

October 4, 2019

I declare under penalty of perjury that the foregoing is true and correct.

October 4, 2019

Date

Signature

W.Z. Jefferson Brown, Attorney at Law

Notice of Election

COPY:

Notice of No Election
(California Water Code §§50740-50742)

Please take notice that due to the fact that only two petitions for nomination for the office of Trustee to fill the
offices of the two Trustees whose terms are expiring were timely received, the Board of Supervisors of Sutter
County, California will appoint such nominees to fill the upcoming vacancies on the Board of Trustees of
Reclamation District 2054. The election previously noticed for November 19, 2019 will not be held.

October 2, 2019

Palmer Hatch, Secretary
Reclamation District 2054

October 4, 2019

Ad # 00246322
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF BUTTE

In The Matter Of
Public Notice - No Election (California Water Code §§50740-50742)

AFFIDAVIT OF PUBLICATION

STATE OF CALIFORNIA
COUNTY OF BUTTE

The undersigned resident of the county of Butte, State of California, says:

That I am, and at all times herein mentioned was a citizen of the United States and not a party to nor interested in the above entitled matter; that I am the principal clerk of the printer and publisher of

The Chico Enterprise-Record
The Oroville Mercury-Register

That said newspaper is one of general circulation as defined by Section 6000 Government Code of the State of California, Case No. 26796 by the Superior Court of the State of California, in and for the County of Butte; that said newspaper at all times herein mentioned was printed and published daily in the City of Chico and County of Butte; that the notice of which the annexed is a true printed copy, was published in said newspaper on the following days:

Dated October 03, 2019
at Chico, California

(Signature)
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors

From: Donna M. Johnston, Clerk Recorder

Department: Elections

Subject: Adoption of a resolution ordering the election called by the Yuba College School District to be consolidated with the Presidential Primary Election to be held on March 3, 2020

Recommendation:

It is recommended that the Board of Supervisors:

1. Adopt the attached resolution ordering the election called by the Yuba College School District to be consolidated with the Presidential Primary Election to be held on March 3, 2020.

2. Authorize the Chairman to execute agreements as needed.

Background:

The Sutter County Clerk-Recorder/Registrar of Voters has received a resolution from the Yuba College School District to consolidate their election with the Statewide Presidential Primary Election to be held on March 3, 2020.

Prior Board Action:

Previous requests to approve consolidation requests have been approved by the Board.

Board Alternatives:

Pursuant to EC 10405.7, the Board of Supervisors shall approve consolidations unless certain conditions apply. These conditions do not exist.

Other Department and/or Agency Involvement:

The Elections department will notify Yuba Community College District.

Action Following Approval:

The Election would be held for the Yuba Community College District.
Fiscal Impact:
The cost of the election would be reimbursed by the college pursuant to Elections Code.

Standing Committee Review:
Standing Committee review is not required per Board Policy 305.

Respectfully Submitted,

S/ Donna M. Johnston
Clerk Recorder

Attachments:
1. 3-20 Resolution to BOS
2. Measure C Resolution
BEFORE THE BOARD OF SUPERVISORS 
OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA 

RESOLUTION NO:______________

RESOLUTION OF THE BOARD SUPERVISORS ORDERING THE CONSOLIDATION OF THE ELECTIONS OF THE YUBA COMMUNITY COLLEGE DISTRICT WITH THE STATEWIDE PRESIDENTIAL PRIMARY ELECTION TO BE HELD ON MARCH 3, 2020 AND AUTHORIZING EXECUTION OF AGREEMENTS FOR ELECTION SERVICES

WHEREAS, whenever two or more elections of any district, city, county, or other public subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body of officer calling the election. (Election Code Section 10400)

WHEREAS, whenever one of the elections to be consolidated is a statewide election, the district, city or other political subdivision shall file with the Board of Supervisors, and a copy to the County Clerk, a resolution of its governing board requesting such consolidation and setting forth the exact form of any question, proposition or office to be voted upon at such election as the same is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation. (Election Code Section 10401, 10403)

WHEREAS, the district has requested that their election be consolidated with the March 3, 2020 Presidential Primary Election:

Community College District Bond
Yuba Community College District Measure C

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the Board of Supervisors of the County of Sutter as follows:

1. The consolidated elections shall be held and conducted; election officer appointed; voting precincts designated and used; ballots printed; polls opened and closed; ballots returned and counted; returns canvassed; results declared; certificates of election issued; and all other proceeding incidental to and connected with the provisions of law regulating the Sutter County election of March 3, 2020.

2. The Sutter County Clerk Recorder/Registrar of Voters is hereby directed to procure all supplies that may be necessary to properly and lawfully conduct such election, and the Sutter County Clerk is further directed to submit a bill to each governing body for which any election is conducted for costs incurred by the County Clerk.
3. The Chairman of the Board of Supervisors is hereby authorized and directed to execute agreements for the reimbursement of election services between Sutter County and the jurisdictions listed in this resolution.

4. The canvass of returns of said elections to be held March 3, 2020 shall be conducted by the County Clerk; that said canvass shall be conducted at the office of the Registrar of Voters, 1435 Veterans Memorial Circle, Yuba City, California.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sutter, State of California, this_________day of___________, 2019, by the following vote:

AYES:

NOES:

ABSENT:

________________________________________
Chairperson Board of Supervisors

ATTEST: ________________________________
Clerk of the Board
RESOLUTION NO. 19-37

RESOLUTION OF THE BOARD OF TRUSTEES OF THE YUBA COMMUNITY COLLEGE DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON MARCH 3, 2020

WHEREAS, the Yuba Community College District (the “District”) is committed to providing quality education to its students; and

WHEREAS, the District’s facilities are in need of construction and modernization including for repairs, upgrades, and safety improvements in order to provide the education District students deserve in a safe and modern environment; and

WHEREAS, a local funding source is needed to enable the District to provide said facilities for its present and future students; and

WHEREAS, the Board of Trustees of the District (the “Board”) has determined that it is necessary to address the foregoing concerns, among others, to ensure that its educational facilities are upgraded, repaired, improved and equipped; and

WHEREAS, on November 7, 2000, the voters of the State of California approved Proposition 39 (“Proposition 39”), which amended Articles XIII-A of the California Constitution (“Article XIII-A”) to allow for the levy of ad valorem property taxes for the payment of bonded indebtedness of a school district, community college district or county office of education approved by at least 55 percent of the voters voting on such proposition; and

WHEREAS, upon the passage of Proposition 39, the Strict Accountability in Local School Construction Bond Act of 2000, being California Education Code Section 15264 and following (the “Act”), became operative; and

WHEREAS, in order to address the facilities needs of the District as described herein, in the judgment of the Board, it is advisable to call an election pursuant to the Act to submit to the electors of the District the question whether bonds of the District shall be issued and sold pursuant to the authority of Article XVI Section 18 of the California Constitution and Article XIII-A (together with the Act, the “Law”) for the purposes authorized by the Law and as described in Appendix A hereto (the “Full Text of Bond Measure”); and

WHEREAS, under the Act, the election may be ordered at a primary or general election, a regularly scheduled local election at which all of the electors of the District are entitled to vote, or a statewide special election, upon a two-thirds vote of the Board; and

WHEREAS, the Board desires to call an election in the District pursuant to the Law on March 3, 2020, which is the date of the statewide primary election, and pursuant to Education Code Section 15121 and Elections Code Section 10400 and following, to request consolidation with any and all other elections held in the District on such date, and to request the Registrar of Voters in each of the counties of Yuba, Sutter, Colusa, Glenn,
Lake, Yolo, Butte and Placer (collectively, the “Counties”) to perform election services for the District; and

WHEREAS, in connection with the calling of a bond election and in accordance with Education Code Section 15100 subparagraph (c), the Board has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the county assessor of each of the Counties;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE YUBA COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the maximum principal amount of $228,400,000 for the purposes described in the ballot measure approved under Section 4 and attached hereto as Appendix A (Full Text of Bond Measure) and Appendix B (Abbreviated Text of Bond Measure), and paying all costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the “specifications of the election order” pursuant to Education Code Section 5322.

Section 3. Election Date. The date of the election shall be March 3, 2020, and such bond election shall be held solely within the boundaries of the District. The boundaries of the District have not changed since the District’s last election.

Section 4. Purpose of Election; Ballot Measure. The purpose of the election shall be for the voters in the District to vote on a bond measure, a full copy of which is attached hereto as Appendix A and marked “Appendix A – Full Text of Bond Measure” (the “Full Text of the Measure”), containing the question of whether the District shall issue general obligation bonds for the purposes stated therein, together with the accountability requirements of Article XIII A and the requirements of Section 15272 of the Act. The Full Text of the Measure, which commences with the heading “FULL TEXT OF BOND MEASURE” and includes all of the text thereafter on Appendix A, shall be printed in the voter information pamphlet provided to voters, with such measure designation as is assigned to the measure by the applicable County elections official. As required by Education Code Section 5322 and Elections Code Section 13247, and in accordance with Elections Code Section 13119, the abbreviated statement of the measure to appear on the ballot is attached hereto as Appendix B and is marked as “Appendix B – Abbreviated Form of Bond Measure.”

The President of the Board, the Chancellor and the Chief Business Officer are hereby separately authorized and directed to make any changes to the text of the bond measure as described herein to conform to any requirements of the Law or the Registrar of Voters of each of the Counties (collectively, the “County Registrars”), to changes in applicable legal provisions, and upon the advice of its legal counsel. Any such changes shall be directed in writing by the Chancellor or the Chief Business Officer to the County Registrars.
Section 5. Authority for Election. The authority for ordering the election is contained in Section 15264 et. seq. of the Education Code, Article XVI Section 18(b) of the California Constitution and paragraph (b) subsection (3) of Article XIII A. The authority for the specification of this election order is contained in Section 5322 of the Education Code.

Section 6. Proceeds for Educational Facilities Projects. The Board certifies that the proceeds from the sale of the bonds will be used only for the purposes specified in Article XIII A, Section 1(b)(3) as further specified in Appendix A, and not for any other purpose, including teacher and administrator salaries and other operating expenses. Further, as required by Article XIII A, the Board hereby certifies that it has evaluated safety, class size and information technology needs in developing the list of educational facilities projects set forth in Appendix A.

Section 7. Covenants of the Board upon Approval of the Reauthorized Bonds by the Electorate; Accountability Measures. As required by Article XIII A, Section 15278 of the Act, and Government Code Section 53410, in the event 55 percent of the voters voting in the District approve of the Bonds, the Board shall:

(a) conduct an annual, independent performance audit to ensure that the funds have been expended only on the projects listed in Appendix A;

(b) conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for the educational facilities projects listed in Appendix A;

(c) establish and appoint members to an independent citizens' oversight committee in accordance with Sections 15278, 15280, and 15282 of the Act;

(d) apply the Bond proceeds only to the specific purposes stated in the ballot proposition;

(e) cause the creation of accounts into which bond proceeds shall be deposited; and

(f) cause the preparation of an annual report pursuant to Government Code Sections 53410 and 53411.

Section 8. State Matching Funds. The Board hereby finds that some of the projects identified on the Full Text of Measure will require state matching funds for completion. As such, the statement required by Education Code Section 15122.5 has been included in the Full Text of Measure attached hereto which shall be reproduced in the sample ballot.

Section 9. Delivery of this Resolution. The Clerk of the Board is hereby directed to send a copy of this Resolution to (1) the County Superintendent of Schools of each of the Counties, (2) the County Registrars and (3) the Clerk of the Board of Supervisors of each of the Counties. Pursuant to Education Code Section 5322, the
Resolution shall be received by the County Registrars no later than 88 days prior to the election date, unless otherwise permitted by law.

The County Registrars are hereby requested to print the Full Text of the Measure in the ballot materials as it appears on Appendix A hereto and to provide all required notices of the election and other notices related thereto.

Section 10. Consolidation of Election; Request to Provide Services. The County Registrars and the Board of Supervisors of each of the Counties are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on March 3, 2020, within the District. Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of each of the Counties is requested to permit the related County Registrar to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse the Counties in full from District funds upon presentation of a bill from the Counties, such services to include the publication of a formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code).

Section 11. Approval of Tax Rate Statement. Pursuant to Elections Code Section 9401, a tax rate statement has been prepared in the form attached hereto as Appendix C, which form of Tax Rate Statement is hereby approved for inclusion in the sample ballot. The President of the Board, the Chancellor, the Chief Business Officer or any designee of the foregoing, are hereby authorized to execute any Tax Rate Statement or other document and to perform all acts necessary to place the bond measure on the ballot.

Section 12. Ballot Arguments. As provided in Elections Code Section 9501, any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument.

Section 13. Maturity Limit of Bonds. The Bonds may be issued in one or more series by the District from time to time, and each series of Bonds shall mature not more than the legal limit at the time of such issuance thereof. The Bonds shall be issued under the Act, under the provisions of Section 53506 et seq. of the California Government Code, or under any other provision of law authorizing the issuance of general obligation bonds by community college districts.

Section 14. Estimates Included in Ballot Materials. The bond measure and related tax rate statement authorized by this Resolution includes certain information which is based upon reasonable assumptions and current expectations, which may include information with respect to the amount of money required to repay issued bonds, the estimated rate of the approved tax per $100 of assessed valuation, and the period through which the proposed tax supporting bond repayment will be levied and collected. Any such estimates have been provided by the District in good faith based upon information currently available to the District, but depend on numerous variables which are subject to variation and change over the term of the District’s overall facilities and bond financing plan. As expressly provided by California Elections Code Section 9406 and Section 13119 subdivision (d), the estimates and projections set forth in the bond measure and the sample ballot shall not restrict the tax imposed in accordance with the bond measure. Such estimates and approximations are not intended by the Board to be additional
restrictions on the District’s bond program and bond issuances, and, other than the total principal amount of bonds authorized to be issued by the bond measure, shall not represent legal maximums or additional limitations on bond issuance.

Section 15. Engagement of Professional Services. The firm of Dale Scott & Company is hereby appointed to serve as financial advisor and the firm of Jones Hall, A Professional Law Corporation, a nationally recognized bond counsel firm, is hereby appointed to serve as bond counsel and disclosure counsel, each in connection with the bond election and, if successful, subsequent bond issuances. The Chancellor or the Chief Business Officer of the District are each hereby separately authorized and directed to execute agreements with the such firms in the respective forms on file with the Chief Business Officer.

Section 16. Official Actions. The President of the Board, the Chancellor and the Chief Business Officer are hereby separately authorized and directed to execute and deliver to County officials any directions, requisitions or other writings, and to make any changes to the texts of the measure as described herein and in the tax rate statement, to conform to any legal requirements or the County Registrar, in order to cause the election to be held and conducted in the District.

Section 17. Effective Date. This resolution shall take effect on and after its adoption.

* * * * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Yuba Community College District, being the Board authorized by law to make the designations therein contained by the following vote, on October 10, 2019.

Ayes: 7
Noes: 0
Absent: 0
Absention: 0

Clerk of the Board of Trustees of the Yuba Community College District

[2/3 of Board required for approval]
APPENDIX B

BALLOT MEASURE
ABBREVIATED FORM

To repair, modernize and construct classrooms/buildings for career/technical education at Yuba and Woodland Colleges and Colusa, Lake and Sutter County campuses including nursing/healthcare, fire/police and agricultural technology, shall the Yuba Community College District measure authorizing $228.4 million of bonds be approved with legal rates, annual levies less than 2.5 cents per $100 of assessed valuation while bonds are outstanding (generating $13.3 million per year), annual audits, independent oversight and access to State matching funds?

Bonds—Yes               Bonds—No
To: Honorable Board of Supervisors  
From: Nancy O'Hara, Director of Health & Human Services  
Department: Health & Human Services  
Subject: Approval of a Supportive Services Agreement between development sponsors: Regional Housing Authority, Pacific West Companies and Sutter-Yuba Behavioral Health (SYBH), for a 20-year minimum agreement not to exceed $200,000 for Fiscal Year 2019-20, identifying SYBH as the service provider for Behavioral Health clients living at Cedar Lane Apartments, located at 866 Cedar Lane, Olivehurst, California

Recommendation: It is recommended the Board of Supervisors approve a 20-year Supportive Services Agreement between the Cedar Lane Development Sponsors: Regional Housing Authority (RHA), Pacific West Companies and Sutter-Yuba Behavioral Health as the service provider for Behavioral Health clients living at the Cedar Lane Apartments, located at 866 Cedar Lane, Olivehurst, California.

Background: The Regional Housing Authority and Pacific West Companies are contracted agencies responsible for developing and maintaining housing for low income residents of Sutter and Yuba counties. Through this Agreement, Sutter-Yuba Behavioral Health will be responsible for either providing or assisting Behavioral Health clients living at the Cedar Lane Apartments to access supportive services until December 16, 2039. These services will include: case management, mental health assessment, crisis counseling, individual and group therapy, and peer support groups; substance use disorder services, including treatment, relapse prevention, and peer support groups; support in linking to physical health care, including access to routine and preventive health and dental care, and wellness management; benefits counseling and advocacy, including assistance in accessing SSI/SSP, enrolling in Medi-Cal; and basic housing retention skills (e.g., unit maintenance and upkeep, cooking, laundry, and money management).

This Supportive Services Plan is a project application requirement. RHA will apply for Department of Housing and Community Development (HCD) Round 2 No Place Like Home (NPLH) Competitive funds to assist in the development of this project and a Memorandum of Understanding with the project developers has been executed.

Prior Board Action: The Board has not previously considered this request. The Board approved a similar Support Services Agreement with RHA and Pacific West Companies for the New Haven Supportive Housing project at its meeting of February 12, 2019.

Board Alternatives: The Board could decide not to approve the 20-Year Supportive Services Agreement and thus not authorize the agreement with RHA and Pacific West Companies for the Cedar Lane Supportive Housing Project, or the Board could authorize a different agreement with RHA for less
than the requested 20-year agreement. These alternatives are not recommended, as the 20-year NPLH project agreement terms are set by Housing Community Development (HCD).

Other Department and/or Agency Involvement: Sutter County Counsel has reviewed the Supportive Services Agreement.

Action Following Approval: The Sutter County Administrative Officer will issue a Letter of Supportive Services for 20-Years to the Regional Housing Authority and Pacific West Companies.

Fiscal Impact: This Agreement has no impact on the County General Fund. Behavioral Health has adequate Mental Health Services Act Community Services and Supports (CSS) funding to sustain this Agreement with its partners. On average, Behavioral Health has an estimated $6,500,000 allocated to CSS each fiscal year. It is estimated that annual Salary & Benefit costs will not exceed $200,000 for this project.

Countywide Goals and/or Top Priorities Compliance: This item helps to address Top Priority #4: Implement Long-Term Homeless Management Plan; Decide location, configuration, and initial services associated with a temporary shelter facility; and, Partner with other Yuba-Suter agencies to develop a permanent long-term shelter.

Standing Committee Review: This item was reviewed by the Health and Welfare Committee on December 3, 2019 and recommended for placement on the Board of Supervisors meeting agenda as a Consent item.

Respectfully Submitted,

S/ Nancy O’Hara
Director of Health & Human Services

Attachments:
1. Supportive Services Plan Cedar Lane final 12-12-19
SUPPORTIVE SERVICES PLAN FOR

CEDAR LANE APARTMENTS, A PERMANENT SUPPORTIVE HOUSING PROJECT
OLIVEHURST, CA

Supportive Service Provider: Sutter-Yuba Behavioral Health ("SYBH"), a joint powers agency operated by the counties of Sutter and Yuba

Developers/Sponsors: Pacific West Communities, Inc. ("PWC") and Regional Housing Authority ("RHA")

Overview

Pacific West Communities and Regional Housing Authority will partner as co-developers to apply for and oversee applications and finance commitments. Sutter-Yuba Behavioral Health will be the sole service provider for Cedar Lane Apartments, a Permanent Supportive Housing Project (Cedar Lane Apartments). Services will be accessed by Sutter and Yuba County's most vulnerable citizens - those experiencing chronic homelessness.

Cedar Lane Apartments will provide a total of nineteen (19) units available for proactive, no-cost, on-site, case management and services as described in this Plan. Similar to other housing first oriented projects, Cedar Lane Apartments is a place where residents’ lives can be enhanced and stabilized in a safe permanent supportive housing environment which allows other vital areas of their wellbeing such as health, life skills, and job training to be addressed.

SYBH will provide supportive services for no less than nineteen (19) units with the target populations of persons with serious mental illnesses who are also Chronically Homeless, Homeless, or At-risk of Chronic Homelessness.

SYBH will enter into an agreement with the Developers to undertake the development, implementation, and administration of supportive social services for the No Place Like Home ("NPLH") residents of Cedar Lane Apartments and will provide the services based on the following terms and conditions.

SYBH will provide services for a term of no less than 20 years. All supportive services shall be offered to the nineteen (19) NPLH units at the housing site on a regular and ongoing basis.

All services and/or classes will be provided to the nineteen (19) NPLH units at no charge.

The Developers shall provide to SYBH accommodations to provide on-site services, including space, furniture, computers, supplies, and equipment.

The quantity of services SYBH shall provide are as follows:
- Case Management – 1,040 hours per year
- Health or behavioral health services – 1,560 hours per year
- Medical Clerk – 1,040 hours per year

Services are determined based upon the assessment of the specific resident needs for the nineteen (19) NPLH units.

The responsibilities conducted pursuant to the terms and conditions of this Agreement shall be performed without the payment of any monetary consideration by SYBH, RHA or Pacific West Communities, Inc. one to the other.
Services to be Provided by SYBH:

1. Mental Health Therapist Case Management - Onsite 0.5 FTE (1,040 hours per year)

An onsite Mental Health Therapist will provide mental health care, including assessments, crisis counseling, individual and group therapy and assist in overseeing peer support groups. Therapist will make referrals to Psychiatric Emergency Services (PES) on an as needed basis.

An onsite Mental Health Therapist will provide case management and support in linking to physical health care, including access to routine and preventative health and dental care and wellness management.

The onsite Mental Health Therapist will provide case management and benefits counseling and advocacy, including assistance in accessing SSI/SSP, enrolling in Medi-Cal and counseling in other appropriate areas of living.

Onsite Mental Health Therapist and peers will provide basic housing retention skills, including assisting with daily living needs, such as unit maintenance and upkeep, cooking, laundry and money management.

2. Substance Use Disorder Services Counselor Case Management - Onsite .50 FTE (1,040 hours per year)

Onsite Substance Use Disorder Services (SUDS) counselor will provide case management and SUDS counseling, including treatment and relapse prevention. Peer support groups will also be available onsite in addition to offsite.

3. Psychiatrist - Onsite .125 FTE (520 hours per year)

Onsite psychiatrist will provide medication management and treatment plan support.

4. Medical Clerk - Onsite .50 FTE (1,040 hours per year)

An onsite part-time medical clerk will also be available to assist with administrative duties, including scheduling appointments, appointment reminders and assistance as needed.

5. Peer Support Activities – Onsite

SYBH currently contracts out this service. Our contract provider will most likely oversee the peer support programs as they relate to our clients at Cedar Lane Apartments.

SYBH’s contract provider will be encouraged to continue to offer one-to-one support, leading peer-support groups, assisting with intake paperwork, planning & creating program activities, facilitating group outings, cleaning/organizing program areas, coaching of life skills, job coaching, and to provide information about available community resources. Activities will include - fundraisers, community outings, and peer support groups. Contract provider will provide adult peer mentors, available onsite and offsite.

Additional Services SYBH will provide no less than:

- Services for persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders not listed above. Onsite staff will refer to Dual Diagnosis Services located at SYBH, 1965 Live Oak Boulevard, Yuba City, CA.

- Recreational and Social Activities - Outpatient, Wellness and Recovery offers many additional recreational and social activities.
• Educational Services - Located at SYBH, 1965 Live Oak Boulevard, Yuba City, CA. Adult Education through Sutter County Superintendent of Schools offers educational services, including assessment, GED, school enrollment, assistance accessing higher education benefits, and grants, and assistance in obtaining reasonable accommodations in the education process.

• Employment Services - Wellness and Recovery Resource Specialist and the Vocational Training Program will offer employment services, such as supported employment, job readiness, job skills training, job placement, and retention services, or programs promoting volunteer opportunities for those unable to work.

• Obtaining Access to Other Needed Services, such as Civil Legal Services - Case managers and peer mentors will aid.

Target population residents willing to engage in supportive services programming will receive adult education, health and wellness and/or skill building classes, either on-site or off-site, no less than eighty-four (84) hours per year. Transportation to off-site services will be provided or arranged.

Elements:

• Part I - Target Population Narrative, Including Eligibility Criteria:

The target population for NPLH Housing includes adults age 18 and older, diagnosed with a serious mental illness who may also have a history of substance abuse, incarceration, frequent in-patient hospitalizations and/or crisis contacts and who are, or recently have been, precariously housed, homeless, or at risk of homelessness. The program will target persons making 50% of the county area median income (AMI) or less.

Families eligible for NPLH Housing must have one member who has been diagnosed with a serious mental illness and the family is homeless, precariously housed, or at risk of homelessness.

Adults, older adults, and transitional aged youth (18+) with mental illness who are homeless and at risk of homelessness are the target populations to be served in the NPLH Housing supportive units. Many of these individuals experience co-occurring disorders (mental health and substance use issues) and their low-income levels prevent them from finding affordable housing. The stability of affordable, permanent housing, in conjunction with comprehensive support services, will give these individuals an opportunity to be more active, productive members of the community. Transitional aged youth 18-25 years old to be served by this NPLH Housing program will be those youth who are homeless or at risk of homelessness who are also struggling with mental illness, and with other issues including substance abuse, health problems, justice system involvement, social-cultural adjustment issues, and/or foster care/emancipation issues.

Although not an exhaustive list, preference may include the following: consumers 18 years of age and older, to families with a minor child under the age of 18 diagnosed with a serious mental illness, or an adult family member diagnosed with a serious mental illness. The consumer, either as an individual or as a family member will meet criteria for and be eligible for or enrolled in SYBH’s Integrated Full Service Partnership (FSP) program, although not a prerequisite for eligibility for NPLH Housing. Adult consumers and families with a minor child or a family member eligible for or enrolled in a Mental Health Services Act (MHSA) Community Support and Services (CSS) Program. Adult consumers and families who are enrolled in SYBH mental health services and not enrolled in an MHSA Program. Any vacancies that continue to exist after exhausting any waiting list and reviewing priorities as listed above will be made available through the Regional Housing Authority. And, anyone who meets the criteria or chronic mental health conditions, meets FSP criteria (for which enrollment is optional); have multiple crisis or emergency room contacts, law enforcement contacts, are homeless, chronically homeless or housing instable.

• Part II - Tenant Outreach, Engagement and Retention Strategies, Marketing, Application and
Screening Standards Process, Fair Housing Practices and Reasonable Accommodation:

Only applications meeting the eligibility criteria described in previous section will be screened. SYBH and/or RHA staff will assist clientele in completing the housing application. RHA will refer applicant to SYBH, so applicant can be assessed for Behavioral Health needs. Once the application is complete, SYBH and/or RHA will assess the applicant for homelessness and at-risk of homelessness and apply the following prioritization: 1) approved for placement if housing is available; 2) approved but based on availability the applicant may be placed on a waiting list; or 3) rejected and the applicant will be informed of his/her appeal rights.

RHA will provide literature on application process, in addition to explaining the application process. Housing retention skills will be taught by case managers and peer mentors. Fair Housing Practices and Reasonable Accommodation will be adhered to by both SYBH and RHA.

All new tenants will go through an orientation process and receive informing materials regarding "housing rules and expectations, to include how to be good neighbors." Additionally, tenants will be informed at the time of residency of supportive services that will be made available to them in addition to the services they are receiving through their treatment plan. While a tenant's participation in services is not a condition of occupancy in the NPLH Housing, tenants will be encouraged to take part in activities that are considered essential in helping them attain their personal goals. SYBH staff will continually provide outreach services, to engage tenants who might decline to participate in the services program. SYBH will use peer support workers to develop relationships and engage non-participating tenants in supportive services. Additionally, community meetings for NPLH Housing tenants will be held to allow the tenants to provide input into the type of supportive services being offered.

Part III - Services Listed by Provider:

Depending on the nature of the service, it will be offered Monday - Friday, 8 A.M. to 5 P.M., 1-5 times per week, or as needed - onsite or offsite.

Mental Health Services - Sutter-Yuba Behavioral Health
Health/Medical Services – Sutter County Public Health or another referral
Independent Living Skills - SYBH - Peer Programs
Education - Adult Education
Employment Services - SYBH Employment Coordinator, Vocational Training Program
Substance Use and Addiction Services - SYBH Prevention Services

Supportive Services Plan: The following outlines the Supportive Services for tenants housed through the NPLH program to meet the needs of each resident and may include:

- Case management
- Assistance acquiring and maintaining benefits
- Pre-vocational, vocational rehabilitation, assistance with employment
- Adult education classes
- Assistance maintaining housing from intervention with property owners or property management firms to assistance in cleaning
- Classes and/or individual instruction in understanding lease agreements, life skills, goal setting and relationship building
- Peer mentoring and support
- Access to Representative Payee services
- Psychiatry
- Medication monitoring
- Medication support
- Crisis intervention and after-hours support services
- Substance abuse counseling and services
- One-to-one therapy
- Group therapy
- Socialization activities
- Nursing oversight of medical conditions
- Advocacy
- Parenting support
- Community reintegration activities and training

- Part IV - Transportation: Walking Distance to Bus

For services provided offsite, a bus stop at Alicia Avenue and Feather River Blvd., Olivehurst, CA 95961, is located approximately than 0.30 miles from Cedar Lane Apartments, 866 Cedar Lane, Olivehurst, California. Buses typically run every thirty minutes or less.

- Part V - Culturally and Linguistically Competent:

In accordance with SYBH Cultural Competency Plan, SYBH employs several bicultural and bilingual providers who serve as "navigators" for non-English speaking consumers. Appropriate providers are assigned per the consumer's individualized treatment plan to monitor, track, and support the consumer to successfully navigate services and community resources. Additionally, the SYBH Latino Outreach Center, located less than 5.0 miles away from Cedar Lane Apartments, offers assistance to persons whose native language is other than English. SYBH also provides a 24/7 operated Language Line to assist with translation services.

SYBH’s Transition Aged Youth (TAY) Forte Academy program offers engagement to TAY via youth-oriented programming, events and services. These include peer staff who provide support to the TAY in living skills as well as development of positive leisure activities. TAY participate in the Forte Academy and receive incentives for attendance and participation. The TAY community provides support to one another as they engage in the program. The TAY program currently makes use of the Housing Resource Specialist to assist youth in obtaining appropriate and affordable housing. This help includes connection to subsidized housing and development of ongoing positive relationships with local landlords and property management companies. The proposed project will be available beyond the TAY's 25th birthday as it is a mixed-age project that will not be exclusively for TAY. For these purposes, the Lead Therapist/Team Lead will be the point of contact and assist with matters related to TAY programs.

In order to ensure effective communication between SYBH and RHA, a part-time Lead Therapist/Team Lead will be appointed and will schedule monthly meetings or as needed with RHA to discuss new applicants and any issues with current tenants. SYBH staff and RHA staff will work as a unified team to help tenants reach their goals. When tenant behaviors place an individual at risk for eviction, RHA will communicate with SYBH with the goal of supporting individuals in their efforts to retain their housing. In the monthly meetings, individual client cases will be reviewed to assure that the individual's plan covers all indicated supportive services to help the individual successfully maintain their housing.

The Lead Therapist/Team Lead will also be responsible for addressing the following in a culturally and linguistically competent manner:

- Development, implementation, maintenance, and coordination of mental health services specializing in making plans for clients’ housing as well as coordinating and implementing assigned services.
- Develop and monitor program goals, attend meetings with community groups, and maintain ongoing support and contact with clients and their families.
- Track progress of clients and follow up; ensure and maintain the confidentiality of health information on clients; evaluate program effectiveness; audit records to ensure program compliance and quality of service.
- Utilize evidence-based practices and promising practices to ensure optimal results.
• Meet and provide consultation, advice, and networking to various instructors, counselors, administrative and supervisory personnel of schools, residences and businesses where clients attend, live and/or work.
• Contact any other sources which may provide additional information or insight into school, work and independent living problems.
• Conduct workshops and provide counseling to assist clients and their families in dealing effectively with the social, housing, educational and vocational needs.

Part VI - Budget

<table>
<thead>
<tr>
<th>Position</th>
<th>FTE</th>
<th>Salary and Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Psychiatrist</td>
<td>0.125</td>
<td>$41,198.00</td>
</tr>
<tr>
<td>Intervention Counselor II SUDS – Case Mngr</td>
<td>0.50</td>
<td>$50,571.00 Step 3</td>
</tr>
<tr>
<td>Mental Health Therapist III</td>
<td>0.50</td>
<td>$66,940.00 Step 3</td>
</tr>
<tr>
<td>Medical Clerk II</td>
<td>0.50</td>
<td>$37,539.00 Step 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$196,248.00</td>
</tr>
</tbody>
</table>

Part VII - Collaboration of Supportive Services and Property Management Staff, Eviction Prevention Protocols:

The project is committed to requirements of Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Fair Housing Amendments of 1988, and legislation which may subsequently be enacted protecting the individual rights of residents, applicants, or staff. Prior to any final decision regarding occupancy being made, the Lead Therapist/Team Lead and the referring provider will meet with the applicant to describe the housing available, discuss expectations of residents, and review the lease agreement and house rules. At this time the applicant's need for reasonable accommodation will be assessed and documented.

SYBH staff will provide RHA completed applications, along with a signed release of information by the candidates for consideration of placement. A staff meeting between RHA and SYBH will occur prior to occupancy to discuss and plan for identified supportive services and housing needs.

An on-site peer manager will be able to assist as a coach and mentor to address immediate matters. Each tenant will have an assigned clinician and case manager who will meet with the tenant on an as needed basis to provide identified and individualized services. SYBH, RHA and Pacific West Communities, Inc. have entered into a memorandum of understanding (MOU) that identifies RHA and Pacific West Communities, Inc. as being the co-developers, RHA responsible for property management, and SYBH as being the supportive service provider and specifies the roles of each entity for the MHSA housing project. RHA and SYBH will meet as needed to discuss new applicants and current tenants. Any housing or tenant problems will be resolved jointly at these team meetings.

It is the policy of SYBH for engagement to begin with an orientation to services. During the orientation period, mental health providers describe available services and create a welcoming and supportive environment which forms the basis of the therapeutic relationship. Service providers engage residents of NPLH Housing through the provision of consistent, pro-active contacts. Engagement strategies for transition-aged youth (TAY) include creating a youth-friendly environment and offering incentives for participation in services.

Participation in services is encouraged but is not a condition to maintain residency in NPLH Housing. Services for adults, TAY, and families enrolled in the SYBH Integrated FSP are coordinated by the age-appropriate Interdisciplinary Team in collaboration with the Lead Therapist/Team Lead. Services are
provided seven days a week, twenty-four hours a day.

For residents who are enrolled in an MHSA or other mental health program but who are not enrolled in an FSP, services include pro-active and regular contacts with the Lead Therapist/Team Lead to ensure that housing is maintained, and pro-active regular contacts with RHA to ensure that the tenant-landlord relationship is going well. Additional services provided are tailored to the needs of the resident.

- Part VIII - Communication Protocols:

SYBH and RHA will meet once a month or as needed to discuss clients and client progress, review issues and discuss on-going challenges as a proactive manner to remain supportive to our clients and their success in MHSA housing.

- Part IX - Project Physical Design NPLH Integration:

Cedar Lane Apartments was designed to allow for full integration of its tenants. There is communal space for cooking, classes, case management and storage.

Part X – Written Agreements or Memoranda of Understanding:

    See attached Exhibit A “MOU between Sutter-Yuba Behavioral Health and Pacific West Communities, Inc. and the Regional Housing Authority”
IN WITNESS WHEREOF, the parties have executed this MOU as of the dates of their signatures

SUTTER-YUBA BEHAVIORAL HEALTH

By: ______________________________
Nancy O’Hara, Director
Health and Human Services

By: ______________________________
Gustavo Becerra, Executive Director

PACIFIC WEST COMMUNITIES, INC.

By: ______________________________
Caleb Roope, President and CEO

SUTTER COUNTY BOARD OF SUPERVISORS

By: ______________________________
Mat Conant, Chairman

ATTEST

_______________________________
Donna Johnston
Clerk

APPROVED AS TO FORM

_______________________________
Office of Sutter County Counsel
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Nancy O’Hara, Director of Health & Human Services
Department: Health & Human Services
Subject: Approval of a Memorandum of Understanding between the Regional Housing Authority, Pacific West Communities and Sutter-Yuba Behavioral Health for the period of December 17, 2019 through December 16, 2039 for planning and development of the Cedar Lane Supportive Housing Project located at 866 Cedar Lane, Olivehurst, California; and for Sutter County to provide up to $200,000 in supportive services in the first year of the project

Recommendation: It is recommended that the Board of Supervisors approve the Memorandum of Understanding (MOU) between Sutter-Yuba Behavioral Health (SYBH) and the Regional Housing Authority (RHA) and Pacific West Communities for the period December 17, 2019 through December 16, 2039.

Background: The County of Sutter, the County of Yuba, and the Regional Housing Authority have worked collaboratively to plan for a regional supported housing development located at 866 Cedar Lane, Olivehurst, California (Cedar Lane Supportive Housing Project).

The Regional Housing Authority and Pacific West Communities are co-developers for the proposed Cedar Lane Supportive Housing Project (Project) and are preparing to apply for Federal tax credits from the California Tax Credit Allocation Committee (TCAC) to partially fund the development of the Project. This MOU is a TCAC application requirement and serves to confirm a relationship has been established between the developers and Sutter-Yuba Behavioral Health.

Prior Board Action: The Board has not previously considered this request. The Board approved a similar MOU between SYBH, RHA and Pacific West Communities for the New Haven Supportive Housing Project at its meeting February 12, 2019.

Board Alternatives: The Board could decide not to approve the MOU and thus not authorize RHA and Pacific West Communities to act as Developer for the Project. This alternative is not recommended.

Other Department and/or Agency Involvement: Sutter County Counsel has reviewed the MOU.

Action Following Approval: The MOU will be submitted as part of RHA’s application for Federal tax credits through TCAC.

Fiscal Impact: This MOU is an administrative agreement and has no fiscal impact on the County General Fund. Behavioral Health has adequate Mental Health Services Act Community Services and
Supports (CSS) funding to sustain this Agreement with its partners. On average, Behavioral Health has an estimated $6,500,000 allocated to CSS each fiscal year. It is estimated that annual Salary & Benefit costs will not exceed $200,000 for this project.

**Countywide Goals and/or Top Priorities Compliance:** This item helps to address Top Priority #4: Implement Long-Term Homeless Management Plan; Decide location, configuration, and initial services associated with a temporary shelter facility; and, Partner with other Yuba-Suter agencies to develop a permanent long-term shelter.

**Standing Committee Review:** This item was reviewed by the Health and Welfare Committee on December 3, 2019 and recommended for placement on the Board of Supervisors meeting agenda as a Consent item.

Respectfully Submitted,

S/ Nancy O'Hara
Director of Health & Human Services

**Attachments:**
1. SYBH-RHA-Pac West MOU Cedar Lane Apts final 12-12-19
MEMORANDUM OF UNDERSTANDING
BETWEEN
SUTTER YUBA BEHAVIORAL HEALTH
AND
PACIFIC WEST COMMUNITIES AND REGIONAL HOUSING AUTHORITY

This Memorandum of Understanding (hereafter "MOU") is effective as of December 17, 2019, by and between Sutter-Yuba Behavioral Health, a joint powers agency operated by the counties of Sutter and Yuba, (hereafter "SYBH") and Regional Housing Authority (Co-Developer hereafter “Housing Authority) and Pacific West Communities, Inc. (Co-Developer hereafter “PWC”) for development of the Cedar Lane Permanent Supportive Housing Project (Project).

RECITALS

WHEREAS,

a. SYBH, Housing Authority and PWC (collectively “the Parties”) desire to coordinate their resources and actions toward the common goal of supporting homeless persons and persons with diagnosed mental health conditions who are homeless, or at risk of homelessness, and their families to achieve stability and self-sufficiency by promoting the integration of affordable housing and appropriate supportive services including mental health support systems; and

b. SYBH is a Bi-County Program operated jointly by Yuba and Sutter Counties and overseen by Sutter County; and

c. Housing Authority is a contracted agency responsible for developing and maintaining housing for low income of residents of Sutter and Yuba counties; and

d. Pacific West Communities, Inc. is a contracted agency responsible for preparing and applying for Federal tax credits from the California Tax Credit Allocation Committee (TCAC); and

e. Housing Authority and PWC will operate and manage the Project; and

f. SYBH is responsible for administration, fiscal reporting and data/evaluation reporting of No Place Like Home (NPLH) program funds and administering supportive services to the NPLH target population; and

 g. Housing Authority and PWC have the experience and the expertise to perform all pre-development and due diligence activities necessary for project development and coordination of funding for the Project located at 866 Cedar Lane, Olivehurst, California.

THEREFORE, SYBH, Housing Authority and PWC hereto mutually agree as follows:
1. PURPOSE

The purpose of this MOU is to outline the understandings of each Party in furtherance of their intent to coordinate resources and efforts to provide supportive services to the Project. Supportive services provided will be in accordance with the Supportive Services Plan to which this MOU is attached as Exhibit A.

2. TERM

The term of this MOU shall commence upon full ratification of the Parties and shall continue through the 20-year services requirement under NPLH guidelines, unless terminated sooner according to the Termination Clause herein, or the term is extended beyond the 20-year term, in whole or in part, by mutual agreement of the Parties, to ensure that this MOU is consistent with providing required services at the Project.

Housing Authority and PWC understand and agree that there is no representation, implication, or understanding that the services provided by Housing Authority and/or PWC pursuant to this MOU will be purchased by SYBH under a new agreement following expiration or termination of this MOU, and Housing Authority and PWC waive all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from Housing Authority.

3. RESPONSIBILITIES OF SYBH

SYBH shall provide supportive services to nineteen (19) units occupied by persons or families meeting the NPLH target population definition as outlined in the Supportive Services Plan including:

A. Onsite case management, linkage, basic housing retention skills, mental health care, and substance use treatment services. Supportive services will be provided to the residents free of charge.

B. Provide the following quantity of services equivalent to at least 1.625 FTE per year:
   a. Case Management
   b. Health or behavioral health services
   c. Medical clerk
   d. Minimum 84 hours per year of on-site or off-site health and wellness classes and coordination and referral to adult education and skill building classes provided by community service providers to those target population residents willing to engage in supportive services programming. Transportation to off-site service will be provided or arranged.

C. Provide the following initial estimated budget for supportive services:

<table>
<thead>
<tr>
<th>Supportive Service Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Psychiatrist</td>
<td>$ 41,198.00</td>
</tr>
<tr>
<td>Intervention Counselor II SUDS – Case Manager</td>
<td>$ 50,571.00</td>
</tr>
<tr>
<td>Mental Health Therapist III – Case Manager</td>
<td>$ 66,940.00</td>
</tr>
</tbody>
</table>
4. RESPONSIBILITIES OF HOUSING AUTHORITY / PWC (Co-Developers)

A. Retain the services of a qualified NPLH Application Consultant.

B. Obtain a lender-approved real estate appraisal for the proposed site.

C. Manage the Project located at 866 Cedar Lane, Olivehurst, California or contract with a third-party property management company with experience and expertise in working with SYBH clientele. Management responsibilities include, but are not limited to, verification of tenant eligibility, selection of tenants, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and providing adequate security in and around the facilities and property.

D. Prepare funding applications to various funding sources that may include, but are not limited to HUD, California Tax Credit Allocation Committee, local governments and private lenders for acquisition, construction, bridge and permanent financing necessary for the development and construction of the affordable housing project described in this MOU.

E. Conduct negotiations and communications with lenders, including construction, permanent, and bridge lenders, investors, and government loan programs.

F. Manage all loan closings through payoff of all construction loans and final payment of all equity payments from investors, if any ("Construction Completion"); provide all due diligence information to lenders; coordinate all lenders documents and requirements; submit development proformas as needed; prepare and submit all lender reports and coordinate with all lender monitoring.

G. Develop accounting and bookkeeping systems; work with auditor to prepare audited financial statements, tax returns, development cost certifications, and K-1s; supervise the accounting firm’s performance through development closeout.

H. Provide lenders and investors with guarantees and net worth requirements through construction completion.

I. Oversee preparation of architect and engineers’ plans and specifications; ensure compatibility with adjacent developments and design and development standards of the developer, lenders, investors and County departments.

J. Obtain Soils Report and all other environmental clearances, as required, to develop the property; consultant must be approved by lenders and investors; scope of work must include specified requirements from lenders and investors.
K. Provide technical assistance, as required, related to grant and other funding applications and approvals, related to pre-approval and pre-development activities.

L. Oversee local government review and approval process; and attend meetings with planning/building department officials, community members, as well as other public meetings and processes, as may be required, in furtherance of the Project.

M. Coordinate, apply for, and secure all required land use approvals, permits, and California Environmental Quality Act (CEQA) reports required to develop the Project, as well as any environmental impact reports and/or studies, appraisals, design services and any other reports or documents required for inclusion in the proposal and/or required under the Yuba County Community Development Department.

N. Present information to the Board of Supervisors, Planning Commission and other partners, lenders, etc. as appropriate.

O. Provide course of construction Liability and Builder’s Risk Insurance.

P. Assemble team of co-developer and contractor(s), construction lender, permanent lender, and tax-credit investor as needed.

Q. Commit Project Based Section 8 rental assistance for the permanent supportive affordable housing development, approximately 40 units, prepare all necessary HUD submissions, and approvals.

5. COLLECTIVELY, THE PARTIES SHALL:

A. Participate in regular joint meetings of direct service staff, coordinated by the supportive services providers, on at least an annual basis. The purpose of this meeting will be to discuss coordination of services, programming overall, project operations and adjustments needed to improve quality of life for the residents.

B. Share with each other phone and contact directories of key staff involved with the housing development within their respective organizations (e.g., property managers, maintenance staff, supervisors, case managers, emergency contact phone numbers, etc.). The directory shall include e-mail, fax, and phone numbers where available and appropriate.

C. Share written policies, procedures and forms for filing complaints, grievances, and incident reports related to owners, managers, or services, including an overview of the reporting structure within each organization.

D. Respect tenant confidentiality and share information about specific tenants only when they have signed an authorization, or as required by law. All parties agree that their intake and consent documents will disclose to tenants in writing that they live in a supportive housing site in which property management, supportive services and any housing subsidy providers communicate confidential tenant information only when tenants have signed an authorization form, or as required by law.
E. Conduct regular trainings for staff regarding maintaining client/tenant confidentiality and include maintenance of client/tenant confidentiality as a work performance expectation for all appropriate job classifications.

F. Participate in data collection requirements of all contractual participants and project subsidy providers, to include information specific to each party’s function (e.g. occupancy reports and participation in services).

6. GENERAL PROVISIONS

A. Any amendments to this MOU shall be in writing and executed by all Parties.

B. This MOU may be terminated by either party at any time for any reason upon sixty (60) days advance written notice to the other Parties.

C. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of five (5) years after final payment under this MOU. Therefore, the parties agree to retain such records for the recited five (5) year period.

D. Housing Authority and PWC agree to adhere to all health and safety standards as set forth by the State of California, the County of Sutter and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

E. Housing Authority warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. Housing Authority agrees that its employees will execute appropriate certifications relating to Drug Free Workplace.

7. DESIGNATED REPRESENTATIVES

Nancy O’Hara is the representative of Sutter County and will administer this Agreement for SYBH. Gustavo Becerra is the authorized representative for Housing Authority. Caleb Roope is the authorized representative for PWC. Changes in designated representatives shall occur only by advance written notice to the other Parties.

8. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided.

Notices shall be addressed as follows:

To: Nancy O’Hara, Director

With a copy to: Sutter County Board of Supervisors
Health and Human Services Department  
P.O. Box 1510  
Yuba City, CA  95992

Gustavo Becerra, Executive Director  
Regional Housing Authority  
1455 Butte House Road  
Yuba City, CA  95993

Caleb Roope, President and CEO  
Pacific West Communities, Inc.  
430 E. State Street, Suite 100  
Eagle, ID  83616

1160 Civic Center Blvd.  
Yuba City, CA  95991

Yuba County Board of Supervisors  
915 8th Street, Suite 109  
Marysville, CA  95901

Attachment: SYBH-RHA-Pac West MOU Cedar Lane Apts final 12-12-19 (2382 : Cedar Lane MOU)
IN WITNESS WHEREOF, the parties have executed this MOU as of the dates of their signatures.

**SUTTER-YUBA BEHAVIORAL HEALTH**

By: ______________________________
Nancy O’Hara, Director
Health and Human Services

Date

**REGIONAL HOUSING AUTHORITY**

By: ______________________________
Gustavo Becerra, Executive Director

Date

**PACIFIC WEST COMMUNITIES, INC.**

By: ______________________________
Caleb Roope, President and CEO

DATE

**SUTTER COUNTY BOARD OF SUPERVISORS**

By: ______________________________
Mat Conant, Chair

Date: ____________________

**ATTEST**

______________________________
Donna Johnston
Clerk

**APPROVED AS TO FORM**

______________________________
Office of Sutter County Counsel
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Nancy O'Hara, Director of Health & Human Services
Department: Health & Human Services
Subject: Adoption of a resolution authorizing application for No Place Like Home round 2 competitive allocation funds to support a Regional Housing project in partnership with the Regional Housing Authority and Yuba County; and authorization for the Local Mental Health Director to execute the application and all related documents

Recommendation: It is recommended the Board of Supervisors adopt a Resolution authorizing application for No Place Like Home (NPLH) Round 2 Competitive Allocation Funds to support a Regional Housing Project in partnership with the Regional Housing Authority and Yuba County. It is further recommended the Board authorize the Local Mental Health Director to execute the application and all related documents on behalf of the County.

Background: On July 1, 2016, Governor Brown signed legislation enacting the No Place Like Home program to dedicate up to $2 billion in bond proceeds to invest in the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness. The bonds are repaid with funding from the Mental Health Services Act (MHSA).

As of the Notice of Funding Availability (NOFA) issued September 27, 2019, there is approximately $622 million available in Round 2 Competitive Allocation funds for the NPLH program.

Upon submission of a Competitive Allocation Application to and approval by the Department of Housing and Community Development, Sutter County will compete for a portion of $34 million in Small County Allocation funds. Any allocation awarded will be committed to a collaborative Regional Housing Project with Yuba County and the Regional Housing Authority. The Regional Housing Authority has identified property located at 866 Cedar Lane, Olivehurst as a potential site for permanent supportive housing for area homeless.

Sutter County’s Competitive Allocation application is separate from Yuba County’s Competitive Allocation application. The Yuba County Board of Supervisors will adopt a similar Resolution and will dedicate Yuba County’s Competitive Allocation, if awarded, to the Regional Housing Project at 866 Cedar Lane, Olivehurst.

The requested Resolution is a threshold Competitive Allocation application requirement.

Prior Board Action: This item has not been considered by the Board previously. On May 23, 2017 the Board adopted a Resolution authorizing application for No Place Like Home Technical Assistance
grant funds to support eligible activities that support the planning, design and implementation of permanent supportive housing for individuals who suffer from serious mental illness and meet NPLH homelessness guidelines. On September 25, 2018, the Board adopted a Resolution authorizing application for and receipt of, NPLH Technical Assistance grant funds. On January 22, 2019, this Board adopted a Resolution authorizing application for and acceptance of the NPLH Non-competitive allocation award.

Alternatives: The Board could decide not to adopt the Resolution and not dedicate the NPLH Competitive Allocation to the Regional Housing Project, choosing instead to either dedicate the monies to an alternative project or not apply for the Competitive Allocation in its entirety. These alternatives are not recommended.

Other Department or Agency Involvement: Sutter County Counsel has reviewed the Resolution. The Regional Housing Authority and Yuba County Health and Human Services have worked collaboratively with Sutter County Health and Human Services to identify potential sites for permanent supportive housing for area homeless.

Action Following Approval: Sutter County Health and Human Services will continue to work with the Regional Housing Authority and Yuba County on finalizing a housing plan and development of a permanent supportive housing site located at 866 Cedar Lane, Olivehurst.

Fiscal Impact: This Resolution has no fiscal impact on the County General Fund.

Countywide Goals and/or Top Priorities Compliance: This item helps to address Top Priority #4: Implement Long-Term Homeless Management Plan; Decide location, configuration, and initial services associated with a temporary shelter facility; and, Partner with other Yuba-Suter agencies to develop a permanent long-term shelter.

Standing Committee Review: This item was reviewed by the Health and Welfare Committee on December 3, 2019 and recommended for placement on the Board of Supervisors meeting agenda as a Consent item.

Respectfully Submitted,

s/ Nancy O’Hara
Director of Health & Human Services

Attachments:
1. Round 2 NPLH Competitive Allocation Resolution
BEFORE THE BOARD OF SUPERVISORS
COUNTY OF SUTTER, STATE OF CALIFORNIA

A RESOLUTION OF THE SUTTER COUNTY )
BOARD OF SUPERVISORS AUTHORIZING )
PARTICIPATION IN THE NO PLACE )
LIKE HOME PROGRAM ) RESOLUTION NO. ____________

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability for Round 2 funds dated September 27, 2019, as may be amended from time to time, (“NOFA”), under the No Place Like Home Program (“NPLH” or “Program”) authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of approximately $622 million in Competitive Allocation funds under the NPLH Program; and

WHEREAS, the County of Sutter is a County and an Applicant, as those terms are defined in the NPLH Program Guidelines, dated September 2019 (“Guidelines”).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for Sutter County does hereby determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and if awarded, accept the NPLH Program funds, as detailed in the NOFA, up to the amount authorized by the Guidelines and applicable state law.

SECTION 2. That the Local Mental Health Director, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with an award of NPLH Program funds, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to evidence the loan of NPLH Program funds, the County’s obligations related thereto, and the Department’s security therefore. These documents may include, but are not limited to, a State of California Standard Agreement (“Standard Agreement”), a regulatory agreement, a promissory note, a deed of trust and security agreement, and any and all other documents required or deemed necessary or appropriate by the Department as security for, evidence of, or pertaining to the NPLH Program funds, and all amendments thereto (collectively, the “NPLH Program Documents”).

SECTION 3. That County shall be subject to the terms and conditions that are specified in the Standard Agreement; that the application in full is incorporated as part of the Standard Agreement; that any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement; and that County will use the NPLH Program funds in...
accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements.

SECTION 4. That County will make mental health supportive services available to each project’s NPLH tenants for at least 20 years and will coordinate the provision of or referral to other services (including, but not limited to, substance use services) in accordance with the County’s relevant supportive services plan, and as specified in Section 202(n)(1) of the Guidelines.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sutter, State of California, on this 17th day of December 2019 as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

____________________________
Chairman of the Board of Supervisors
County of Sutter, State of California

ATTEST:

____________________________
Clerk, Board of Supervisors
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Gina Rowland, Human Resources Director
Department: Human Resources
Subject: Approval to appoint Steve Smith as Labor Negotiator for Sutter County for County Counsel

Recommendation:
Appoint Steve Smith as Labor Negotiator for Sutter County for County Counsel.

Background:
Staff recommends that the Board appoint County Administrative Officer Steve Smith to consult with and advise the Board of Supervisors in labor negotiations related to the unrepresented position of County Counsel.

Prior Board Action:
None.

Board Alternatives:
The Board of Supervisors could choose to appoint a different labor negotiator.

Other Department and/or Agency Involvement:
None.

Action Following Approval:
Steve Smith will be the negotiator of record for the County Counsel position.

Fiscal Impact:
There is no fiscal impact to the General Fund.

Respectfully Submitted,

S/ Gina Rowland
Human Resources Director
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: James Ochsner, Director of Library Services
Department: Library
Subject: Approval of an amendment to the Fiscal Year 2019-20 Adopted Budget to establish a budget for the Lunch at the Library, Zip Books, and Literacy Services Programs in the total amount of $28,435 (4/5th vote required) (BTV 2020048)

Recommendation:
The Board of Supervisors approve the budget amendment to establish a budget for the new $5,000 Lunch at the Library FY2019/20 grant program, the Zip Books FY2018/19 restricted funds of $6,000, the California State Library Literacy Services FY2018/19 restricted funds of $6,414, and the additional FY2019/20 grant funds of $10,000 and FY 2018/19 $1,021 refund received from Granite Data Solutions (4/5th vote required).

Background:
The Library received grant funding in FY2018/19 that continues to support programs in FY2019/20.

The Lunch at the Library program is a grant administered by the California Library Association which provides lunch for children during summer break from school. This $5,000 grant covered the cost of one library staff to coordinate the daily program and attend meetings related to this grant.

ZipBooks is a grant that was previously administered by Califa. It purchased patron requested items from Amazon which shipped directly to the patron’s home. Each Library was given an award limit and Califa paid the invoices directly. In May of 2019 NorthNet Library System was awarded the contract to administer the Zipbook program. NorthNet chose to disburse funds to the libraries involved rather than pay the individual invoices. Sutter County Library was awarded $6,000 in June 2019, that were restricted, to be used in FY 2019/20.

Family Literacy funds from California State Library Literacy Services (CSLLS) awarded Sutter County Library $60,000 for a Family Literacy Program in FY2018/19 which the Board approved on April 9, 2019. Remaining unspent funds of $6,414 were restricted, as allowed, to be spent in FY2019/20. For FY2019/20, CSLLS awarded the Family Literacy grant the amount of $55,000, an increase of $10,000 from the original budget.

Prior Board Action:
On February 26, 2019, the Board of Supervisors gave approval to participate in the FY2018/2019 California State Library Family Literacy Grant Program of $60,000 and authorized the Director of Library Services to sign the grant application, acceptance, and agreement.

On April 9, 2019, the Board of Supervisors approved the budget amendment to establish a budget for Program 37 for the $60,000 grant received for the FY2018/2019 California State Library Family Literacy Grant Program.

On July 23, 2019, the Board of Supervisors approved the NorthNet Library System (NLS) disbursement of Zip Books grant funds of $6,000 for use in FY2018/19 and FY2019/20 for Zip Books purchases. The budget amendment included a corresponding increase of the General Fund Restricted Library account (31163) of $6,000 for use of funds in FY2019/20.

**Board Alternatives:**

No viable alternative recommendations are available.

**Other Department and/or Agency Involvement:**

Sutter County Auditor-Controller’s office and the County Administrator’s Office.

**Action Following Approval:**

The Auditor-Controller’s office will process the Budget Amendment/Transfer Voucher.

**Fiscal Impact:**

Since the attached budget amendment was developed pulling from the “restricted library” account of the General Fund restricted fund balance (account 31163), and the net grant funds received in FY 2018/19 were transferred into this account, there is no negative impact to the General Fund. Expenditures are being increased, but that is due to the increase in revenue/cancellation of fund balance.

**Countywide Goals and/or Top Priorities Compliance:**

The recommended action supports the following Countywide Goal:

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.

**Standing Committee Review:**

On December 9, 2019, the Agriculture/Public Protection and General Government Committee recommended the budget amendment for placement on the consent calendar.

RespectfullySubmitted,

/James Ochsner
Director of Library Services

**Attachments:**

1. 2019.12.17 FY19-20 Mid-Year Budget Amendment_BA
COUNTY OF SUTTER  
OFFICE OF THE AUDITOR-CONTROLLER  
BUDGET AMENDMENT/TRANSFER VOUCHER

To the Honorable Board of Supervisors:  
I hereby request your approval of the following Budget Amendment:

FINANCING SOURCES

<table>
<thead>
<tr>
<th>Library</th>
<th>FINANCING USES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cancellation of Obligated F/B</td>
<td>Library</td>
</tr>
<tr>
<td>St Grant</td>
<td>Salaries &amp; Benefits</td>
</tr>
<tr>
<td>Refund</td>
<td>Services and Supplies</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

JUSTIFICATION  
(Attach Memo If Necessary)

Authorizes the acceptance of grants, refunds, and the cancellation of obligated fund balance in general restricted library fund and allocates those funds by increasing appropriations for salaries and benefits, services and supplies in the library budget unit #2601 programs 64, 37 and new program # 66.

Date __12/9/19__  
Department Head

To the Honorable Board of Supervisors:  
Reviewed by the Auditor-Controller's Office based on the information provided by the submitting department.

Date __12/4/2019__  
Nathan Black, CPA, Auditor-Controller

ACTION OF BOARD OF SUPERVISORS:  
Approved 20

<table>
<thead>
<tr>
<th>FUND NAME/DEPT NAME</th>
<th>ACCOUNT NAME</th>
<th>ACCOUNT NUMBER</th>
<th>DEBIT AMOUNT</th>
<th>CREDIT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library</td>
<td>St Grant</td>
<td>0001 6201 66 45111</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>Permanent Salaries</td>
<td>0001 6201 66 51010</td>
<td>3,282</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>Payroll Taxes-Social Security</td>
<td>0001 6201 66 51100</td>
<td>201</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>Payroll Taxes-Medicare</td>
<td>0001 6201 66 51101</td>
<td>47</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>Co Contribution-Retirement</td>
<td>0001 6201 66 51110</td>
<td>333</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>Co Contribution-Group Insurance</td>
<td>0001 6201 66 51120</td>
<td>927</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>Co Contribution-H S A</td>
<td>0001 6201 66 51123</td>
<td>210</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>Cancellation of Obligated F/B*</td>
<td>0001 6201 64 49995</td>
<td>6,000</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>Collection Development</td>
<td>0001 6201 64 52299</td>
<td>6,000</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>Cancellation of Obligated F/B*</td>
<td>0001 6201 37 49995</td>
<td>6,144</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>Professional/Specialized Services</td>
<td>0001 6201 37 52180</td>
<td>6,144</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>Refund</td>
<td>0001 6201 37 47540</td>
<td>1,021</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>Office Expense</td>
<td>0001 6201 37 52170</td>
<td>1,021</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>St Matching Funds for Literacy</td>
<td>0001 6201 37 45105</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>Office Expense</td>
<td>0001 6201 37 52170</td>
<td>10,000</td>
<td></td>
</tr>
</tbody>
</table>

GRAND TOTAL $28,435  
$28,435

Prepared By Angie Borrego  
Date __12/3/2019__

This document amends the Adopted Budget 2019-2020 approved by the Board of Supervisors on August 27, 2019. Detailed transaction at the sub-department (program) level may be included on this transfer voucher for management purposes. Transactions at the sub-department level are not subject to the same level of legal control as transactions at the department level.

*Decrease General Ledger in General Fund Account "Restricted Library" acct #31163.
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Brandon Barnes, Sheriff-Coroner
Department: Sheriff Coroner
Subject: Authorization to prepare a Gold Resolution for Captain Daniel F. Buttler, Division Commander, in honor of his retirement from Sutter County

Recommendation:

It is recommended that the Board of Supervisors approve the preparation of a Gold Resolution for Captain Daniel F. Buttler, Sutter County Sheriff’s Office Division Commander, in honor of his retirement from Sutter County on January 31, 2020.

Background:

Captain Daniel F. Buttler is a 24-year veteran with the Sutter County Sheriff’s Office. He started his law enforcement career with the Sutter County Sheriff’s Office in 1996. Captain Buttler left Sutter County Sheriff’s Office in 1997, where he joined the California Department of Fish and Game as a Fish and Game Warden. He worked as a Fish and Game Warden for two years before returning to the Sutter County Sheriff’s Office as a Deputy Sheriff in 1999. During his 22 years of service to the Sutter County Sheriff’s Office, Captain Buttler has worked in various assignments such as, Patrol Deputy, Resident Deputy, Field Training Officer, Undercover Narcotics Detective, Patrol Detective, SWAT Team Member, SWAT Team Leader, SWAT Team Commander, Firearms Instructor in all firearms, Shoot House Instructor, Dive Team Member, Dive Team Leader, Patrol Sergeant, Detective Sergeant, Patrol Lieutenant, Detective Lieutenant, and Captain over the Jail Division.

Captain Buttler completed his police academy at Napa College. He has also obtained an Associate Degree in Administration of Justice from Sacramento City College and a Bachelor’s Degree in Criminal Justice from the University of Sacramento.

Captain Buttler has over 2,000 hours in training including, Interviews and Interrogations, Computer Voice Stress Analyzer, Supervisor Course, Management Course, FBI Special Weapons and Tactics, FBI Sniper Training, Special Weapons Training, Homicide Investigation, Crime Scene Investigation, Child Abuse Physical/Sexual Training, Tactical Medic Course and Advance Tactical Medic Course, Firearms Instructor Course, Helicopter STABO operations, and much more.

Prior Board Action:

None.
Board Alternatives:
None available.

Other Department and/or Agency Involvement:
None.

Action Following Approval:
The Sutter County Board of Supervisors signed Gold Resolution will be presented to Captain Dan Buttler.

Fiscal Impact:
None.

Countywide Goals and/or Top Priorities Compliance:
This recommendation aligns with the following Countywide Goals:
- Operate County government in a fiscally and managerially responsible manner.
- Maintain a strong commitment to public safety.

Standing Committee Review:
This request does not need to be reviewed by the Committee per Board policy # 305.

Respectfully Submitted,

s/ Brandon Barnes
Sheriff-Coroner

Attachments:
1. Gold Resolution - D Buttler
Resolution
Captain Daniel F. Buttler
Division Commander

WHEREAS, The Sutter County Board of Supervisors take this opportunity to present Captain Daniel F. Buttler with a Gold Resolution in honor of his retirement for recognition of over 24 years of dedicated law enforcement service to the Citizens of Sutter County; and

WHEREAS, Captain Daniel F. Buttler started his law enforcement career with the Sutter County Sheriff’s Office in 1996. Captain Buttler left Sutter County Sheriff’s Office in 1997, where he joined the California Department of Fish and Game as a Fish and Game Warden. He worked as a Fish and Game Warden for three years before returning to the Sutter County Sheriff’s Office as a Deputy Sheriff in 1999; and

WHEREAS, During his 22 years of service to the Sutter County Sheriff’s Office, Captain Buttler has worked in various assignments such as, Patrol Deputy, Resident Deputy, Field Training Officer, Undercover Narcotics Detective (Net-5), Investigation Unit Detective, SWAT Team Member, SWAT Team Tactical Medic, Sniper Team Leader, SWAT Team Commander, Firearms Instructor in all firearms, Shoot House Instructor, Dive Team Member, Dive Team Leader, Patrol Sergeant, Detective Sergeant, Patrol Lieutenant, Detective Lieutenant, and Captain over the Jail Division; and

WHEREAS, Captain Daniel F. Buttler completed his police academy at Napa College. He has also completed his courses for an Associate Degree in Administration of Justice from Sacramento City College and is completing a Bachelor’s Degree in Criminal Justice from the University of Sacramento; and

WHEREAS, Captain Daniel F. Buttler has over 2,000 hours in training including, Interviews and Interrogations, Computer Voice Stress Analyzer, Supervisor Course, Management Course, FBI Special Weapons and Tactics, Basic, Advanced, Team Leader and Commander, Special Weapons, FBI Sniper Training, Homicide Investigation, Basic, Advanced, Crime Scene Investigation, Child Abuse Physical/Sexual Training, Tactical Medic Course and Advance Tactical Medic Course, Firearms Instructor Course, Helicopter STABO operations, and much more; and

NOW, THEREFORE, BE IT RESOLVED that the Sutter County Board of Supervisors offers its congratulations and sincere appreciation to Captain Daniel F. Buttler and causes the names of each of its members to be affixed to this Gold Resolution as evidence of the Board's individual and collective appreciation for 24 years of service to Sutter County, and its citizens, and wishes Captain Daniel F. Buttler and his family good wishes upon the occasion of his retirement on January 31, 2020.

PASSED AND ADOPTED this 17th day of December 2019.

SUTTER COUNTY BOARD OF SUPERVISORS

_______________________________
Mat Conant, District 5, Chairman

_______________________________
Ron Sullenger, District 1

_______________________________
Jim Whiteaker, District 4

_______________________________
Dan Flores, District 2

_______________________________
Mike Zigenmeyer, District 3
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Brandon Barnes, Sheriff-Coroner
Department: Sheriff Coroner
Subject: Approval to purchase civil process software in the amount of $43,775 with Sheriff's Civil Fees (Fund 0210); authorization for the General Services Director to execute the Purchase Agreement; and approval of an amendment to the Fiscal Year 2019-20 Adopted Budget (4/5 vote required) (BTV 2020049)

Recommendation:

It is requested that your Board approve the following:

1. Approve the Sheriff’s Office proposed purchase of Civil Process Software by SoftCode-Tyler Technologies in the amount of $43,775 with Sheriff's Civil Fees (Fund 0210).

2. Authorize the General Services Director to execute the purchase agreement with SoftCode-Tyler Technologies for the Civil Process Software.

3. Approval of the attached budget amendment to increase appropriations within the Sheriff Civil Fees Fund 0210 and the correlating Public Safety Fund 0015 budget units: 1-600 Sheriff Communications ($43,775) (4/5 Vote Required).

Background:

The Sheriff’s Civil Division collects and disburses the following: fees for the processing and service of civil papers; money under court-issued writs of attachment, execution, possession, or sale. It also serves civil papers and subpoenas, evicts non-paying tenants, and conducts till taps, keepers, and Sheriff's auction sales. The accounting of money collected and disbursed must follow statutory requirements. These requirements have varying procedures in terms of who receives what funds, applicable percentages, interest if any, waiver of fees, and various other details.

Under State law, a portion of the proceeds from various fees is earmarked for the exclusive use of the Sheriff’s Civil Division. These fees are accumulated in two separate County Special Revenue Funds. One, Sheriff Assessment Fees, distinguishes between equipment replacement and equipment maintenance in accordance with Government Code § 26746. The other, Sheriff Civil Fees, makes no such distinction. It is governed by GC § 26731. This section allows expenditure of 95 percent of the moneys for the implementation, maintenance, and purchase of Civil Division equipment. Over the years, enough funds have accumulated in the Sheriff's Civil Fees Fund so that we can now consider updating hardware and software needed in the Civil Division.
Since 2010, The Sheriff’s Civil Division has been utilizing the Sirron System to electronically process all operations of the division. The system and its annual maintenance fees are covered by the Sheriff’s Civil Fund. The Sirron System will be closing its business at the end of our current agreement scheduled to expire August 2020. The Sheriff’s Office along with Sutter County Information Technology has solicited proposal from other civil software systems to replace Sirron. The three vendors who expressed interest are Softcode by Tyler Technologies, Teleo Soft, and CentralSquare. Each of these responding vendors provided an on-site demonstration of their product to the Sheriff Civil staff and was found to meet the requirements. Each firm was then asked to provide a cost proposal and technical details about the operation of their system for review by Sheriff’s Office and Information Technology.

Each firm has the ability to operate in the Sutter County environment; however, the Sheriff’s Office recommends purchase of SoftCode by Tyler technologies as the technology framework and operating methods proposed by SoftCode will allow us to utilize a better system compared to other two vendors. Additionally, the Sheriff’s Office already owns three licenses for SoftCode from a previous system purchase resulting in savings of $29,910 for software cost. There is also $8,278 discount for early agreement execution and implementation process as most other California Counties are expected to purchase SoftCode once Sirron closes its business. The SoftCode final Civil Software System price after the discount would be $43,775 for implementation, data conversion, and technical fees with no software cost. Thereafter the annual maintenance and services cost is $6,281. The full cost of the Civil Software System and annual maintenance fees are paid by Sheriff’s Civil Fund 0210 with no impact to the General Fund. Therefore, approval of the attached budget amendment is requested to increase appropriations and related funds transfer for Sheriff’s Civil Fees Fund 0210 and the correlating Public Safety Fund 0015 budget units: 1-600 Sheriff-Communications.

Prior Board Action:

No related prior Board action.

Board Alternatives:

The Board may choose to not authorize the purchase of the new Civil Software System. However, since the current system company will be closing its business this option is not recommended.

Other Department and/or Agency Involvement:

The General Services Information Technology Division will work with the vendor for the implementation of the System. County Counsel has reviewed the attached agreement. The Auditor/Controller’s Office will process the budget amendment.

Action Following Approval:

The Sheriff’s will proceed with the purchase and implementation of the SoftCode Civil Software System.

Fiscal Impact:

There is no impact to the General Fund as the full cost and maintenance fees of the new system will be paid by revenue from Sheriff’s Civil Fees Fund 0210.

Countywide Goals and/or Top Priorities Compliance:

This recommendation aligns with the following Countywide Goals:

1. Operate County government in a fiscally and managerially responsible manner.
2. Maintain a strong commitment to public safety.

Standing Committee Review:
This item was reviewed and recommended for consent by the Agriculture, Public Protection, and General Government Committee on 12/09/2019.

Respectfully Submitted,

S/ Brandon Barnes
Sheriff-Coroner

**Attachments:**
1. BA#1 Voucher Transfer-Civil Software Purchase 19-20
2. Budget Amend Civil Software Purchase 19-20
3. BVT No. 2020049
4. Sutter County CA LSA SoftCode FINAL
<table>
<thead>
<tr>
<th>Fund Name/Department Name</th>
<th>Account Name</th>
<th>Account Number</th>
<th>Debit Amount</th>
<th>Credit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff Civil Fees</td>
<td>Cancellation of Obligated Fund Balance</td>
<td>0210-0000-000-49995</td>
<td>43,775.00</td>
<td></td>
</tr>
<tr>
<td>Sheriff Civil Fees</td>
<td>Operating Transfer Out-TC/PS</td>
<td>0210-0000-000-56215</td>
<td>43,775.00</td>
<td></td>
</tr>
<tr>
<td>Public Safety/ Sheriff Communication</td>
<td>Operating Transfer In From TC/PS</td>
<td>0015-1600-000-48615</td>
<td>43,775.00</td>
<td></td>
</tr>
<tr>
<td>Public Safety/ Sheriff Communication</td>
<td>Professional/Specialized Srvs</td>
<td>0015-1600-000-52180</td>
<td>43,775.00</td>
<td></td>
</tr>
</tbody>
</table>

**GRAND TOTAL** $87,550.00 $87,550.00

Prepared by

Kim Randnawa

Date 11/27/2019
<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Account Name</th>
<th>Number</th>
<th>Appropriation</th>
<th>Revenue</th>
<th>Unreimbursed</th>
<th>Cost Change</th>
<th>General Fund</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0210</td>
<td>Sheriff Civil Fees</td>
<td>Cancellation of Obligated F/B</td>
<td>0210-0000-00-49995</td>
<td>$43,775</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sheriff Civil Fees Fund FY 19-20 BA-CANCL of Obligated FB</td>
</tr>
<tr>
<td>0210</td>
<td>Sheriff Civil Fees</td>
<td>Operating Transfers Out-TC/PS</td>
<td>0210-0000-00-56215</td>
<td>$43,775</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sheriff Civil Fees Fund FY 19-20 BA-TRANS OUT</td>
</tr>
<tr>
<td>0015</td>
<td>Sheriff-Communication</td>
<td>Operating Transfers IN-TC/PS</td>
<td>0015-1600-00-48615</td>
<td>$43,775</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sheriff Civil Fees Fund FY 19-20 BA-TRANS IN</td>
</tr>
<tr>
<td>0015</td>
<td>Sheriff-Communication</td>
<td>Professional/Specialized Srvs</td>
<td>0015-1600-00-52180</td>
<td>$43,775</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sheriff Civil Fees Fund FY 19-20 BA-Purchase of Civil Software SoftCode Services</td>
</tr>
</tbody>
</table>

$87,550 $87,550
COUNTY OF SUTTER
OFFICE OF THE AUDITOR-CONTROLLER
BUDGET AMENDMENT/TRANSFER VOUCHER

Department  Sheriff Coroner

To the Honorable Board of Supervisors:
I hereby request your approval of the following Budget Amendment:

FINANCING SOURCES                      FINANCING USES

Sheriff Civil Fees
Cancellation of Obligated Fund Balance  43.775
Sheriff Communication
Operating Transfer In TC/PS             43.775

Sheriff Civil Fees
Operating Transfer Out TC/PS           43.7
Sheriff Communication
Professional/Specialized Services      43.7

JUSTIFICATION
(Attach Memo If Necessary)

Authorizes the use of sheriff civil fees fund to purchase civil software softcode services by cancelling of obligated fund balance in sheriff civil fee budget unit #0210 and transfers those funds into the sheriff communication budget unit #1600 and appropriate those funds by increasing appropriations for professional/specialized services.

Date 12/4/2019
Department Head

To the Honorable Board of Supervisors:
Reviewed by the Auditor-Controller's Office based on the information provided by the submitting department.

Date 12/4/2019 Nathan Black, CPA, Auditor-Controller

ACTION OF BOARD OF SUPERVISORS:

Approved 20

Chairman of the Board

CLERK OF THE BOARD

FUND NAME/ DEPT NAME ACCOUNT NAME ACCOUNT NUMBER DEBIT AMOUNT CREDIT AMOUNT

Sheriff Civil Fees Cancellation of Obligated F/B 0210 0000 00 49995 43.775
Sheriff Civil Fees Operating Transfer Out TC/PS 0210 0000 00 56215 43
Public Safety/ Sheriff Communication Operating Transfer In TC/PS 0015 1600 00 48615 43.775
Public Safety/ Sheriff Communication Professional/Specialized Services 0015 1600 00 52180 43

Grand Total 87,550 87

Prepared By Angie Borrego

Date 12/3/2019

Sheriff-Civil Fee to Purch Civil Softw DATA ENTRY DESCRIPTION

TRANSFER NO. 2020049

This document amends the Adopted Budget 2019-2020 approved by the Board of Supervisors on August 27, 2019. Detailed transaction at the sub-department (program) level may be included on this transfer voucher for management purposes. Transactions at the sub-department level are not subject to the same level of legal control as transactions at the department level.
LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- “Agreement” means this License and Services Agreement.
- “Business Travel Policy” means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- “Client” means Sutter County, CA Sheriff’s Department
- “Defect” means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- “Developer” means a third party who owns the intellectual property rights to Third Party Software.
- “Documentation” means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- “Effective Date” means the last signature date set forth in the signature block.
- “Force Majeure” means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- “Investment Summary” means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- “Invoicing and Payment Policy” means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- “Maintenance and Support Agreement” means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- “Support Call Process” means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- “Third Party Terms” means, if any, the end user license agreement(s) or similar terms, as applicable and attached as Exhibit D.
- “Third Party Hardware” means the third party hardware, if any, identified in the Investment Summary.
“Third Party Software” means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.

“Tyler” means Tyler Technologies, Inc., a Delaware corporation.

“Tyler Software” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.

“we”, “us”, “our” and similar terms mean Tyler.

“you” and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may use the licenses on an unlimited number of your computers and/or computer stations. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual, and will become irrevocable upon payment in full, but we may suspend those rights if you do not comply with the terms of this Agreement, and you do not correct that non-compliance within fifteen (15) days of our notice of that non-compliance or such other commercially reasonable timeframe to which we may agree.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by
completing a standard beneficiary enrollment form and paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

**SECTION C – PROFESSIONAL SERVICES**

1. **Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. **Additional Services.** The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party

Attachment: Sutter County CA LSA SoftCode FINAL (2401: Approval of SoftCode Civil Software Purchase)
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

**SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.
(vi) Lose access to any Tyler hosted websites (CivilView and SalesWeb).

**SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sublicense it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

**SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. **Invoicing and Payment.** We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

**SECTION G – TERMINATION**

1. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the forty-five (45) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees will be subject to the dispute resolution process.

2. **Without Cause.** Either party may terminate this Agreement, without cause, upon providing thirty (30) days written notice to the other party. In the event of termination without cause, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process in accordance with the terms set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

**SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. **Intellectual Property Infringement Indemnification.**

   1.1 We will defend, indemnify and hold harmless you and your agents, officials, and employees from and
against any third party claim(s) that the Tyler Software or Documentation infringes that third party’s patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you as well as a commercially reasonable timeframe within which to perform the version upgrade; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney’s fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney’s fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the
claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. Upon your written request, within a commercially reasonable timeframe after the Effective Date, we will provide you with a certificate of insurance identifying you as a certificate holder. You may also request to be added as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. That additional insured status will be reflected on the certificate of insurance we provide you at your request after the Effective Date. We agree that our insurance will be primary on claims for which we are responsible. Copies of our insurance policies are only available in the event of a disputed or litigated claim.

**SECTION I – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. **Dispute Resolution.** You agree to provide us with written notice within forty-five (45) days of becoming
aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within forty-five (45) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, we will proceed to non-binding mediation before a single mediator jointly selected by us. If we are unable to resolve the dispute through mediation, then either of us may assert our respective rights and remedies under this Agreement in an arbitration under the Commercial Rules of the American Arbitration Association then in effect. A list of ten (10) arbitrators will be received from the American Arbitration Association. Each party will strike names until there is one arbitrator who will conduct said arbitration. The arbitration will proceed in your state of domicile. The decision of the arbitrator will be final and binding on the parties, and any award or decision of the arbitrator may be enforced in a federal or state court of competent jurisdiction in your domicile. Nothing in this section shall prevent you or us from seeking necessary injunctive relief from a federal or state court of competent jurisdiction in your domicile during the dispute resolution procedures.

4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks.
for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.

15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent
such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party’s possession at the time of initial disclosure; or
(c) a party receives from a third party who has a right to disclose it to the receiving party.

If you receive a disclosure request under the open records laws or similar public disclosure laws governing this Agreement, or a subpoena or legal discovery request, that includes a request or order to produce our confidential information, you agree to give us prompt notice thereof. We reserve the right to protect our confidential information to the maximum extent permissible under applicable law, including but not limited to the filing of a request for a protective order.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. Without limiting the terms of the Dispute Resolution provision set forth in Section I(3), we agree that the state and federal courts in or serving your location shall have jurisdiction, as appropriate, over a dispute under this Agreement.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Investment Summary</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Invoicing and Payment Policy</td>
</tr>
<tr>
<td></td>
<td>Schedule 1: Business Travel Policy</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Maintenance and Support Agreement</td>
</tr>
<tr>
<td></td>
<td>Schedule [1]: County and State Specific Maintenance and Support Services</td>
</tr>
<tr>
<td></td>
<td>Schedule [2]: Support Call Process</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.  
By: ________________________________  
Name: ________________________________  
Title: ________________________________  
Date: ________________________________  
Address for Notices:  
Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Associate General Counsel

Sutter County, CA Sheriff’s Department  
By: ________________________________  
Name: ________________________________  
Title: ________________________________  
Date: ________________________________  
Address for Notices:  
Sutter County, CA Sheriff’s Department  
______________________________  
Attn: ________________________________
Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

<table>
<thead>
<tr>
<th>Software License</th>
<th>License Fees</th>
<th>Initial Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>CivilServe (includes):</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>CivilView (Attorney Portal)</td>
<td></td>
<td>$6,281</td>
</tr>
<tr>
<td>SalesWeb (Sheriff’s Sales Portal)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CivilMobile Server</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

License Fee Subtotal: $0

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>Hours/Days</th>
<th>Rate</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management (hours)</td>
<td>64</td>
<td>$204</td>
<td>$13,056</td>
</tr>
<tr>
<td>Data Conversion</td>
<td>-</td>
<td>-</td>
<td>$4,486</td>
</tr>
<tr>
<td>Personalization &amp; Report Customization (hours)</td>
<td>40</td>
<td>$182</td>
<td>$7,280</td>
</tr>
<tr>
<td>Site Visit (hours)</td>
<td>8</td>
<td>$204</td>
<td>$1,632</td>
</tr>
<tr>
<td>Business Analysis &amp; Process Planning (hours)</td>
<td>20</td>
<td>$204</td>
<td>$4,080</td>
</tr>
<tr>
<td>Configuration &amp; Deployment (hours)</td>
<td>24</td>
<td>$182</td>
<td>$4,368</td>
</tr>
<tr>
<td>Training (days)</td>
<td>5</td>
<td>$1,500</td>
<td>$7,500</td>
</tr>
</tbody>
</table>

Discount on Services and Data Conversion -$8,278

Travel $3,370

Services Subtotal: $37,494 $6,281

Total License Fees $- Professional Services $37,494 $6,281
Total Contract Price $37,494

Attachment: Sutter County CA LSA SoftCode FINAL (2401 : Approval of SoftCode Civil Software Purchase)
Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.
   1.1 License Fees: No license fees are due as they were paid under a previous agreement.
   1.2 Maintenance and Support Fees: Year 1 maintenance and support fees, at the rates set forth in the Investment Summary are due on Effective Date. Subsequent maintenance and support fees are due on every anniversary thereof at our then-current rates.

2. Professional Services. Implementation and other professional services (including training) are billed and invoiced on a fixed fee basis in accordance with the following milestones, at the rates set forth in the Investment Summary.

<table>
<thead>
<tr>
<th>milestone</th>
<th>fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site visit</td>
<td>10%</td>
</tr>
<tr>
<td>Software installation</td>
<td>10%</td>
</tr>
<tr>
<td>Delivery of training database</td>
<td>40%</td>
</tr>
<tr>
<td>Training completed</td>
<td>30%</td>
</tr>
<tr>
<td>Use of Tyler Software in live production</td>
<td>10%</td>
</tr>
</tbody>
</table>

3. Third Party Products.
   3.1 Third Party Software License Fees: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
   3.2 Third Party Software Maintenance: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
   3.3 Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. Travel expenses, as set forth in the Investment Summary will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to
receive payments electronically. Our electronic payment information is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Information</th>
</tr>
</thead>
</table>
| Bank        | Wells Fargo Bank, N.A.  
              | 420 Montgomery  
              | San Francisco, CA 94104 |
| ABA         | 121000248 |
| Account     | 4124302472 |
| Beneficiary | Tyler Technologies, Inc. – Operating |
Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler’s Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee’s total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee’s total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.
B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are...
governed as set forth below.

**Departure Day**

<table>
<thead>
<tr>
<th>Departure Time</th>
<th>Meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 12:00 noon</td>
<td>Lunch and dinner</td>
</tr>
<tr>
<td>After 12:00 noon</td>
<td>Dinner</td>
</tr>
</tbody>
</table>

**Return Day**

<table>
<thead>
<tr>
<th>Return Time</th>
<th>Meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 12:00 noon</td>
<td>Breakfast</td>
</tr>
<tr>
<td>Between 12:00 noon &amp; 7:00 p.m.</td>
<td>Breakfast and lunch</td>
</tr>
<tr>
<td>After 7:00 p.m.*</td>
<td>Breakfast, lunch and dinner</td>
</tr>
</tbody>
</table>

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast: 15%
- Lunch: 25%
- Dinner: 60%

**B. Same Day Travel**

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

**5. Internet Access – Hotels and Airports**

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee’s hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.
Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date (unless another date is listed in the Investment Summary), and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term, unless the parties mutually agree to some other notice period. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

   2.1 Your annual Maintenance and Support Fees may be further increased by agreement of both parties with respect to (a) maintenance and support of specific custom enhancements requested by you. You will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fees without affecting your entitlement to receive the remainder of any Version Release in which such enhancement is offered.

3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and
enhancements) along with the appropriate documentation that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. **Client Responsibilities.** When you log a Defect according to the Support Call Process, you must provide initially, or supplement within a commercially reasonable timeframe, enough information that allows us to confirm and/or recreate the Defect. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use an industry standard third-party secure unattended connectivity tool, such as Bomgar. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes. You acknowledge that, if you require us to use some remote connection tool or method other than those described herein, our ability to provide maintenance and support services as set forth herein and in the Support Call Process may be limited, and we will be relieved of any commitments to the extent our inability to provide our maintenance and support services is impacted by your connection requirements.

4.1 You agree to establish an internal help desk or its equivalent with subject matter experts who are knowledgeable of the Licensed Software, your infrastructure, and business processes. You agree to filter issues through your internal help desk to eliminate any non-application related issues prior to notification to Tyler of such Defect, including, but not limited to your infrastructure, user training, custom configurations, business processes, and data problems not caused by the Licensed Software. Any technical or other issue for which you request services, but which is not a Documented Defect, shall be treated as a request for other services.

5. **Hardware and Other Systems.** If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

(a) All infrastructure executing Tyler Software shall be managed by you;
(b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
(c) You will perform daily database backups and verify that those backups are successful.
6. **Other Excluded Services.** Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks’ advance notice.

7. **Current Support Call Process.** Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.
Exhibit C
Schedule [1]
Additional Maintenance and Support Services

Our customers receive, as part of the annual maintenance and support services, the following additional services:

1. Access to an online Learning Management System for end users to connect to remotely and to receive ongoing training (or training for new end users). We make commercially reasonably efforts for such training to be on then-current releases of the Tyler Software and to address all commercially available applications of the Tyler Software.

2. We also make available legislative change support as follows.

   2.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

   2.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.

   2.3 Our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees paid by all our customers within your state during that term.

   2.4 You are responsible for any fees in excess of the applicable limits under Section 2.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum per Section C(3) of the Agreement.

   2.5 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.
Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users:

1. On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.

2. Email – for less urgent situations, users may submit unlimited emails directly to the software support group.

3. Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

1. Tyler Website – www.tylertech.com – for accessing client tools, documentation and other information including support contact information.

2. Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

3. Program Updates – where development activity is made available for client consumption

4. Tyler University - online training courses on Tyler products

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>November 22</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>May 30</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>September 5</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>November 28</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

We will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each
month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

**Issue Handling**

*Incident Tracking*
Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

*Incident Priority*
Each incident is assigned a priority level which corresponds to the client’s needs and deadlines. Tyler and the client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the client have successfully validated the reported Defect/support incident.

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Characteristics of Support Incident</th>
<th>Resolution Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Critical</td>
<td>Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.</td>
<td>Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.</td>
</tr>
<tr>
<td>2 High</td>
<td>Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.</td>
<td>Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.</td>
</tr>
</tbody>
</table>
### Priority Level | Characteristics of Support Incident | Resolution Targets
--- | --- | ---
3 Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. |
4 Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

### Incident Escalation
Tyler Technologies’ software support consists of four types of personnel:

1. Application Support Representatives: responsible for responding & resolving incidents
2. Application Support Engineers: development staff responsible for providing technical assistance to the support representatives
3. Support Managers: responsible for the management of support teams
4. Support Account Managers: responsible for day to day account management.

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to your Support Account Manager. Your Support Account Manager will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### Remote Support Tool
Some support calls may require further analysis of your database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler’s support team must have the ability to quickly connect to your system and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.
Exhibit D
Third Party Terms

We will make commercially reasonable efforts to minimize the need for you to rely on Third Party Software or Third Party Hardware in order to operate the Tyler Software. To the extent that any such Third Party Product is required, you are responsible for purchasing, installing and configuring all Third Party Hardware and Third Party Software at your expense. We will make available a list of Third Party Software that will be required to load a new release of the Tyler Software, if any, as well as list of Third Party Software components that have been certified as compatible with the Tyler Software.

We will have no liability for defects in the Third Party Hardware or Third Party Software. You are responsible for ensuring that you have current maintenance agreements with any Developers from whom you expect to receive maintenance and/or support on Third Party Software or Third Party Hardware.
To: Honorable Board of Supervisors
From: Steven Harrah, Treasurer-Tax Collector
Department: Treasurer-Tax Collector
Subject: Approval of an annual renewal of the delegation of investment authority to the County Treasurer - Tax Collector pursuant to Sutter County Ordinance Code Section 42-060; and approval of the Sutter County Investment Policy for 2020

Recommended Action: It is recommended that the Board of Supervisors renew its delegation of investment authority to the County Treasurer - Tax Collector pursuant to Sutter County Ordinance Code Section 42-060, making the delegation effective January 1, 2020 and approve the Sutter County Investment Policy for 2020.

Background and Discussion: Sutter County Ordinance Code Section 42-060 incorporates Government Code section 53607 which currently states, "The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year."

In addition to the annual renewal of investment authority discussed above, the Treasurer annually reviews and updates, as needed, the County’s Investment Policy. The Investment Policy for 2020 has been reviewed and only minor changes have been made.

Prior Board Action: The Board approved to renew their delegation of investment authority to the Treasurer at its regular meeting on January 8, 2019.

Alternatives: The Board may choose not to renew the delegation at which time the Board would be responsible for the County’s investment portfolio and all its activity.

Other Department and/or Agency Involvement: None

Action Following Approval: None

Fiscal Impact: There is no impact to the General Fund as a result of this recommendation.

Standing Committee Review: This item is considered routine and noncontroversial, therefore not requiring committee review.
Respectfully Submitted,

S/ Steven Harrah
Treasurer-Tax Collector

Attachments:
1. INVESTMENT POLICY 2020
INVESTMENT POLICY
2020

Steven L. Harrah, CPA
TREASURER & TAX COLLECTOR
CONTENTS

PURPOSE 1
SCOPE 1
AUTHORITY 1
GOALS AND OBJECTIVES 1
ETHICS AND CONFLICT OF INTEREST 2
POLICY REVIEW, ADOPTION and RETENTION 3
TREASURY OVERSIGHT 3
AUTHORIZED BROKERS / DEALERS 3
REPORTING 4
MARK-TO-MARKET 5
LEAGAL COMPLIANCE 5
AUTHORIZED AND SUITABLE INVESTMENTS 6
TREASURY DEPOSITS 7
WITHDRAWAL POLICY 7
TREASURY FEES 7
GLOSSARY OF INVESTMENT TERMINOLOGY 8
BOARD RESOLUTION #19-021 15
PURPOSE

The purpose of the investment policy of Sutter County is to provide direction in the investment of the County's idle cash and the funds of the other depository agencies, to safeguard the principle of all investments, to maintain sufficient liquidity for the regular cash flows of the Treasury along with meeting unanticipated cash flow demands. A maximum rate of return will be sought within the restraints of safety and liquidity.

SCOPE

This investment policy applies to all investment activities of the pooled treasury participates, which include the County of Sutter, its school districts and all special districts whether voluntary or mandatory participants.

AUTHORITY

Delegation

The Sutter County Board of Supervisors, by county ordinance, delegated authority to invest and reinvest the county funds and those of other depositors to the Treasurer-Tax Collector pursuant to California Government Code §27000.1, which states in part:

"...the treasurer-tax collector is hereby delegated the authority to invest or reinvest the funds of the county and the funds of other depositors in the county treasury... the treasurer-tax collector shall thereafter assume full responsibility for those transactions until the board of supervisors, by ordinance, revokes its delegation of authority or decides not to renew the annual delegation."

Annually the Treasurer will request renewal of the delegation of authority from the Sutter County Board of Supervisors pursuant to California Government Code §53607 and Sutter County Ordinance Code §42-060.

GOALS AND OBJECTIVES

The Treasurer’s primary goals for the investment of the pool treasury portfolio are, in order of priority:

Safety

The primary duty and responsibility is the protection, preservation, maintenance of cash and investments placed in Treasurer’s trust on the behalf of the citizens of the County of Sutter through investing procedures that best protect against loss of principle, arising from default, fraud or error.

Liquidity

An adequate percentage of the pooled treasury portfolio will be maintained so that it may be converted to cash with little or no loss in value to cover cash flow needs of the County and when necessary to meet contingency requirements when they arise.

REVIEWED 12/03/2019
Yield

Yield will become a consideration only after safety and liquidity objectives have been met. Yield refers to earning a reasonable return on investments within the current market condition and economic cycles, and cash flow requirements.

Diversification

The investment portfolio will be diversified to avoid incurring unreasonable risks regarding specific investments, individual financial institutions or investment class.

Prudence

The investment of the County’s funds will be invested by the Treasurer, in accordance to the guidance provided by the "Prudent Investor Rule," which states...

"When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the county treasurer or the board of supervisors, as applicable, shall act with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the county and other depositors, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the county and the other depositors. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law" (Government Code §27000.3 (C)).

ETHICS AND CONFLICT OF INTEREST

The Treasurer and all investment staff members shall refrain from any personal business activity, which could conflict with the proper investment of County funds by impairing the individual’s ability to apply impartial judgment in their investment decisions. At no time shall any investment of County Pooled Treasury funds be based on political pressure or for political gain.

The Treasurer will report any material interest in any financial institution, which conducts business with the County of Sutter, by the Treasurer or any member of the Treasurer’s staff to the Sutter County Board of Supervisors.

California Government Code §27133(d) requires limits to be set on the receipt of honoraria, gifts and gratuities from advisors, brokers, dealers, bankers or other persons with whom the county treasury conducts business will be controlled and will conform to the limits set by the Fair Political Practices Commission.
POLICY REVIEW, ADOPTION and RETENTION

The Treasurer shall retain the authority to add to, delete, or amend the Investment Policies and the Investment Guidelines as is necessary to facilitate accurate and efficient transactions pertaining to the investment of idle funds in the best interest of the County Treasury.

At least annually the Treasurer shall review the Investment Policy to assure its relevance and will bring the policy forward for adoption by the County Board of Supervisors.

TREASURY OVERSIGHT

At the March 26, 2019 County Board of Supervisors meeting the Board approved Resolution Number 19-021 disbanding the Pooled Money Investment Board (Appendix A).

California Government Code §27131 made the establishment of a treasury oversight committee optional, and after consideration by the Treasurer and the Board of Supervisors the decision was made to disband the county’s committee.

To provide assurance that the Treasury is performing the investment of Pooled Treasury’s funds in accordance with the Sutter County Investment Policy and California Government Code, the Treasurer will request annually that a compliance audit be performed by an outside auditing firm and will provide the resulting report to the Board of Supervisors and post the report on the Treasurer and Tax Collector’s webpage for the review of the public.

AUTHORIZED BROKERS / DEALERS

In accordance with Section §53601.5 of the California Government Code which states,

"The purchase by a local agency of any investment authorized pursuant to Section §53601 or §53601.1 of the California Government Code, not purchased directly from the issuer, will be purchased either from an institution licensed by the state as a broker-dealer as defined in Section 25004 of the Corporations Code; a member of a federally regulated securities exchange; a national or state-chartered bank; a federal or state association as defined by Section 5102 of the Financial Code; or a brokerage firm designated as a primary government dealer by the Federal Reserve Bank. However, the issuer of a repurchase agreement is not required to be a primary dealer of the Federal Reserve Bank."

Additionally, it is prohibited to select any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the local treasurer, any member of the governing board of the local agency, or any candidate for those offices.
REPORTING

The Treasurer will submit a monthly investment report to the Board of Supervisors, Auditor-Controller and Chief Administrative Officer. A semiannual report shall be submitted to the Sutter County Pooled Money Investment Board.

The report will contain the following elements:

a) Statement of Compliance or Noncompliance with Investment Policy
b) Combined funds in the County Treasury
c) Statement of funds under management of contracted parties
d) Type of Investment
e) Book Value
f) Percentage of Managed Portfolio
g) Invested Percentage of Pooled Portfolio
h) Average Days to Maturity
i) Average Yield
j) Financial Institution
k) Market Value
l) Par Value
m) Dates of Investment and Maturity
n) Total Days Invested
o) Yield
p) A table of transactions, which occurred during the reporting period
Marked to Market

Marked-to-Market is a requirement of the American Institute of Certified Public Accountants, AICPA, pronouncement GASB 31, which requires that portfolios disclose the Fair Market Value of investments on a given date. Fair market value may be determined by an independent agency. The County shall utilize its third party custodian's fair market valuation in determining the pooled treasury portfolio's marked-to-market value.

LEGAL COMPLIANCE

All investments and investing activity shall comply with California Government Code §27000 et seq. and §53600 et seq., as well as any forthcoming amendments or additions to the code relating to the investment of local agency funds.
AUTHORIZED AND SUITABLE INVESTMENTS

All investments shall be made in accordance with the provisions contained in Government Code Section §53601-§53645 and §16429.1-§16429.3. Acceptable categories, terms and percentages of total pooled treasury portfolio for Sutter County will be as follows:

<table>
<thead>
<tr>
<th>Category of Investment</th>
<th>Allowable Percentage of Portfolio *</th>
<th>Maximum Allowable Term of Investment</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Treasury Notes, Bonds, Bills</td>
<td>Unlimited</td>
<td>5 Years</td>
</tr>
<tr>
<td>US Government Agencies</td>
<td>Unlimited</td>
<td>5 Years</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>30%</td>
<td>5 Years</td>
</tr>
<tr>
<td>Commercial Paper of “Prime” Quality</td>
<td>15% Or 30% with</td>
<td>270 Days or 31 day dollar-weighted average</td>
</tr>
<tr>
<td>Negotiable Certificates of Deposit</td>
<td>30%</td>
<td>5 Years</td>
</tr>
<tr>
<td>Local Agency Investment Fund (GC §16429.1-16429.3) LAIF</td>
<td>$75,000,000 Limited by LAIF</td>
<td>No Maximum</td>
</tr>
<tr>
<td>California Asset Management Program (CAMP)</td>
<td>Unlimited</td>
<td>No Maximum</td>
</tr>
<tr>
<td>Bankers Acceptances</td>
<td>40% 30% one bank</td>
<td>180 Days</td>
</tr>
<tr>
<td>Repurchase Agreement</td>
<td>Unlimited</td>
<td>1 Year</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
<td>Unlimited</td>
<td>5 Year</td>
</tr>
<tr>
<td>Money Market Mutual Funds</td>
<td>20% No more than 10% in one fund</td>
<td>No Maximum</td>
</tr>
<tr>
<td>State or Local Agency Obligations (GC §53601(e))</td>
<td>Unlimited</td>
<td>5 Year</td>
</tr>
</tbody>
</table>

*Allowable percentage per investment category, listed above, is of the date of purchase of the investment, R&T code §53601. It is possible during the portfolio’s cycles these guidelines may be exceeded due to a reduction in the total portfolio. When this occurs, no new purchases will be made in any category exceeding the defined limit. Due to these factors compliance testing is only applicable to the day of purchase.

In addition to the limitations shown above all investments shall, at the time of purchase, be rated in a rating category of “A” or better with Moody’s and Standard and Poor’s as required by California Government Code §53601.7.
TREASURY DEPOSITS

In addition to County agencies that are required to place deposits into the County Treasury, any public agency not required to deposit funds with the County Treasury may do so on a voluntary basis subject to the approval of the County Treasurer pursuant to Government Code §53684.

WITHDRAWAL POLICY

Withdrawal or disbursement of funds in excess of $500,000 shall require a two-business day advance notice; amounts exceeding $2,000,000 shall require a five-business day advance notice.

Any funds placed in the County pooled treasury may be withdrawn to meet the financial obligations of the public agency depositing the funds. Withdrawal of funds intended for reinvestment in other financial institutions will not be permitted without the prior approval of the County Treasurer pursuant to Government Code §27136. In no event will funds be withdrawn that, in the judgment of the County Treasurer, will adversely affect the interests of the other depositors in the County.

TREASURY FEES

The actual costs of investing, depositing, banking, auditing, reporting, or otherwise handling or managing funds as authorized by California Government Code §27013 will be apportioned among the depositors on the basis of each entity's aggregate average daily cash balance at the time of interest apportionment.
GLOSSARY OF INVESTMENT TERMINOLOGY
GLOSSARY OF INVESTMENT TERMINOLOGY

Accrued Interest: The amount of interest that is earned, but unpaid since the last payment date.

Agency: Securities issued by government-sponsored corporations such as Federal Home Loan Banks (FHLB) and Federal Land Banks (FLB).

Accretion: Accounting procedure that gradually increases the book value of a bond purchased at a discount to par.

Amortization: Accounting procedure that gradually reduces the cost value of a limited life or intangible asset through periodic charges to income. Purchase Premiums are amortized over the par life of the bond purchased above par.

Asked Price: The price at which securities are offered by a seller.

Asset Backed Securities (ABS): Securities collateralized with consumer receivables, such as consumer loans, owned by the issuer but placed with a trustee for the benefit of the investor.

Basis Point: One basis point equals 1/100 of one percent. For example, 0.35% is equal to 35 basis points or 35bp. Basis points are commonly used to describe changes in yield.

Bid Price: The price at which a buyer offers to buy a security.

Bond: Long-term debt instrument in which investors lend money to the bond issuer, who agrees to pay a stated rate of interest over a specific period of time.

Bond Rating: A rating scale which is an indication of relative risk/likelihood of default.

Book Entry: The system maintained by the Federal Reserve, by which money market securities are delivered to an investor's custodian bank. The Federal Reserve maintains a computerized record of the ownership of these securities and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment). Physical certificates are not received.

Book Value: The original cost of the investment plus any applicable accretion of discount or less any applicable amortization of premium.

Broker: Brokers bring buyer and sellers together and is compensated for their service.

Bullet: A bond without a call option, a non-callable bond.
Call Option: A contract which allows the holder to buy a specific quantity of an asset at a specific price on or within a specified date.

Callable Bonds: Bonds which may be redeemed by the issuer prior to the maturity date.

Capital gain/Loss: the profit or loss realized from the sale of a capital asset.

Collateral: Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Securities pledged by a financial institution to secure deposits of public monies.

Commercial Paper (CP): Short-term, unsecured obligations of 2 to 270 days issued by banks, corporations and others.

Coupon or Coupon Rate: The rate at which a bond pays interest.

Current Yield: The annual income from an investment divided by the current market value. Note, since the mathematical calculation relies on the current market value rather than cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Custodian: A bank or other financial institution that holds custody of stock certificates and other assets.

Dealer: A dealer may be considered the opposite of a broker. The dealer acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP): Delivery of securities with a simultaneous exchange of money or securities.

Derivative: A security whose interest rate or principle amount may vary and is determined by a market index or a combination of indexes.

Discount: The difference between the par value of a bond and the cost of the bond, when the cost is below par.

Diversification: An investment strategy designed to spread portfolio risk by dividing investments among different sectors, industries and companies.

Dollar-Weighted Average Maturity: A calculation that expresses the average maturity of a portfolio using each investment’s maturity weighted by the size of that investment.

Fed Funds: All government securities are traded on Fed Funds, funds on deposit with the Federal Reserve Bank, also known as same day funds.

Federal Fund Rate: Interest rate at which banks lend federal funds to each other.

Federal Reserve System: A U.S. centralized banking system, which has supervision over the twelve (12) Federal Reserve banks and its members.
Fixed Income Security: Security which returns a fixed income over a specified period of time.

Floating Rate Note: A debt security, whose interest rate is reset periodically and is based on a market index (e.g. Treasury Bills, LIBOR, etc.).

Interest: The amount earned while owning a security based on a percentage of the par value.

Liquidity: The speed at which an investment can be converted to cash.

Local Agency: County, city, school district, community college district, superintendent of schools, or any public or municipal corporation.

Market: A place, physical or electronic, that investment transactions take place. The New York Stock Exchange (NYSE) is a recognized exchange (stock market) physically located in New York. The Chicago Board of Trade (CBT) is a recognized exchange (commodities market) physically located in Chicago. The "over-the-counter" market is an electronic and phone system used to trade investments, which are not traded on recognized exchanges. Bond and money market investments (fixed income securities) are traded on the "over-the-counter" market.

Market Risk: The risk that changes in the overall market conditions or interest rate may adversely affect current market prices.

Mark-to-Market: Market valuation of all securities in a portfolio used to determine Net Asset Value (NAV).

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Maturity: The date on which the principle or stated value of an investment becomes due.

Medium Term Note (MTN): Debt securities issued by corporations or depository institutions with maturities of nine months to five years.

Money Market: The market in which short-term debt instruments such as Treasury Bills are traded.

Money Market Mutual Funds: An investment company that pools money from investors and invest in a variety of short-term money market investments.

Municipal Debt: Debt issued by a public entity to meet capital needs.

Nationally Recognized Rating Service: Firm that reviews the creditworthiness of debt security issuers and expresses an alpha rating based on their opinion. The primary rating agencies include Standard & Poor’s Corporation; Moody’s Investor Services, Inc; Fitch Investor Service; Duff & Phelps Investment Service; Thompson Bank Watch and International Bank Credit Analyst.
Net Asset Value (NAV): A per-share valuation of a mutual fund based on total assets minus total liabilities.

Non-Callable: Bond that is exempt from any kind of early redemption for the state term of the bond. Also known as a "bullet".

Offer Price: The priced asked by a seller.

Par Value: The principle amount that must be paid at maturity.

Physical Delivery: The delivery of an investment to a custodian bank in the form of a certificate and/or supporting documents evidencing the investment as opposed to "book entry".

Portfolio: A group of securities held by an investor.

Premium: The difference between market value of a bond and the par value when the market value is greater than par.

Price: The percentage of par at which a security is bought or sold.

Price Risk: The risk that the price of a bond at maturity will be less than the price at which it was originally purchased.

Primary Dealer: A group of government securities dealers, who submit daily reports of market activity and positions along with monthly financial statements to the Federal Reserve Bank of New York, and are subject to its informal oversight.

Prime Rate: The interest rate banks charge the largest borrowers with the highest credit ratings.

Principle: The face value or par value of an investment.

Registered State Warrant: A short-term obligation of a state governmental body issued in anticipation of revenue.

Reinvestment Risk: The risk that coupon payments cannot be reinvested at the same rate as the initial investment.

Revenue Anticipation Notes or RANs: Short-term notes, thirteen months or less, issued to cover cash flow in anticipation of receiving future revenue.

Rule G-37 Municipal Securities Rulemaking Board: Federal regulations to severe any connection between the making of political contributions and the awarding of municipal securities business.

Safekeeping: The holding of securities in a segregated account by a custody agent or trustee. Safekeeping services are typically provided by banks and financial institutions.

Security and Exchange Commission (SEC): The federal agency responsible for supervising and regulating the security industry.
Settlement Date: The date on which the purchase or sale of securities is executed.

Tax Anticipation Notes or TANs: Short-term notes issued for thirteen months or less used to finance cash flows in anticipation of future tax revenue.

Tax and Revenue Anticipation Notes or TRANs: Short-term notes issued for thirteen months or less. They are a combination of Revenue Anticipation Notes (RAN) and Tax Anticipation Notes (TAN).

Trade Date: The date and time corresponding to an investor’s commitment to buy or sell a security.

Treasuries: Securities issued by the U.S. Treasury and are back by the Full Faith and Credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the U.S. and overseas.

Treasury Bill: Non-interest bearing discount security with a maturity under one year and issued by the U.S. Treasury to finance national debt.

Treasury Note (USTN): Interest bearing obligation issued by the U.S. Treasury with maturities that range from two years to ten years from the date of issue.

Treasury Bond: Interest bearing obligation issued by the U.S. Treasury with maturities ranging from ten to thirty years from date of issue.

Yield: The annual rate of return on a debt investment computed as if held to maturity and expressed as a percentage.
APPENDIX A
BEFORE THE BOARD OF SUPERVISORS  
COUNTRY OF SUTTER, STATE OF CALIFORNIA  

RESOLUTION OF THE SUTTER COUNTY )  
BOARD OF SUPERVISORS DISBANDING )  
THE COUNTY TREASURY OVERSIGHT )  
COMMITTEE. )  

RESOLUTION NO. 19-021  

WHEREAS, On December 19, 1995, the Board of Supervisors established the County Treasury Oversight Committee (then known as the Pooled Money Investment Board); and  

WHEREAS, The County Treasury Oversight Committee is provided for in Article VI, Chapter 5, Part 3, Division 2 of Title 3 (commencing with § 27130) of the California Government Code; and  

WHEREAS, Government Code section 27131(a) provides that the board of supervisors in each county may establish a county treasury oversight committee if the county is investing surplus funds. Although the establishment of the county treasury oversight committee is not mandated, the Legislature has urged local agencies to continue the activities of the county treasury oversight committee (Gov. Code § 27131(b)); and  

WHEREAS, the Treasury Oversight Committee may only direct the request for an annual compliance audit of the Treasurer's investment activity to ensure compliance with the approved county investment policy. The Treasury Oversight Committee cannot direct investment decisions, select advisors, brokers or impinge on the day-to-day operations of the county treasury; and  

WHEREAS, the last bi-annual meeting of the Sutter County Pooled Money Investment Board (oversight committee) was held on August 29, 2014. Since that meeting the Investment Board has been unable to obtain a quorum; and  

WHEREAS, the Treasury will continue to have its activities audited by an outside auditing firm annually to assure the public and the board of supervisors that public funds are being safeguarded and invested within the boundaries of state law and the county's Pooled Investment Policy; and  

WHEREAS, The Board of Supervisors finds that it is in the best interest of the County to disband the County Treasury Oversight Committee. The purpose of this resolution is to disband the Treasury Oversight Committee.  

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Sutter, State of California that the Board of Supervisors disband the Pooled Money Investment Board, known as the Treasury Oversight Committee; and
BE IT FURTHER RESOLVED THAT this resolution shall repeal and replace all prior resolutions of the board establishing the County Treasury Oversight Committee.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sutter, State of California, this 26th day of March 2019, by the following vote:

AYES: Supervisors Sullenger, Flores, Ziegenmeyer, Whiteaker, and Conant

NOES: None

ABSENT: None

MAT CONANT, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
DONNA M. JOHNSON, CLERK
By [Signature]
Deputy

[Board of Supervisors Seal]
To: Honorable Board of Supervisors
From: Neal Hay, Director of Development Services
Department: Development Services
Subject: Public Hearing to close-out the 2015 Community Development Block Grant program income waiver for Live Oak water main expansion and review accomplishments

Recommendation

It is recommended that the Board of Supervisors conducts a Public Hearing regarding the close-out of the 2015 CDBG Program Income Waiver for the Live Oak water main project and review of accomplishments.

Background

In September 2012, representatives from Sutter County, City of Live Oak and Yuba-Sutter Economic Development Corporation met to discuss the possible use of CDBG Program Income to address the City of Live Oak’s water system deficiencies. City staff explored improvement options and determined that extending a 12” water main from O Street east to L Street and an 8” main on Pennington Road from O Street to Connecticut were the most cost-effective improvements.

Per the State Department of Housing and Community Development (HCD) requirements, on March 12, 2013 the project was considered by the Board of Supervisors and the Board unanimously authorized the submittal of the CDBG Program Income Waiver Request application to HCD. Through a Resolution, the Board authorized $550,000 from the CDBG Program Income account to provide funding for the City of Live Oak’s extension of a 12” water main from O Street East to L Street and an 8” main on Pennington Road from O street to Connecticut. It was noted that City of Live Oak would be responsible for the balance of the project, approximately $110,000.

Due to an HCD policy change, in July 2013 HCD notified the County that the Live Oak water main CDBG program income waiver had been denied because they only allowed a jurisdiction to have two open Program Income Waivers. At the time, the County has already allocated Program Income Waivers for the rehabilitation of Live Oak’s Fire and Sheriff Substation. HCD advised that upon completion and closeout of one or both open waivers, the water main Program Income Waiver could be resubmitted.

On March 24, 2015, concurrent with the Live Oak Fire and Sheriff Substation rehabilitation waivers closing out, the Board conducted a Public Hearing and adopted a Resolution authoring the submittal of a CDBG Program Income Waiver Request for the Live Oak water main expansion and the execution of a Program Income Waiver Agreement.
In November 2016, the City of Live Oak received bids that were approximately $220,000 over the available funding for the project due to unexpected rise in the costs of PVC pipe. Live Oak was able to provide additional funding toward the project, but not enough to complete the original scope and requested to HCD that the scope of the project be reduced to remove the 8” main on Pennington Road from O Street to Connecticut, a non-critical portion of the project.

**Prior Board Action**

March 12, 2013: Board approved submittal of a Program Income Waiver Request Application

March 24, 2015: Board conducted a Public Hearing and adopted Resolution No. 15-022 authorizing submittal of a CDBG Program Income Waiver Request to HCD to fund the extension of a 12” water main from O Street East to L Street and an 8” water main on Pennington Road from O Street to Connecticut Avenue in Live Oak; and the execution of a Program Income Waiver Agreement, and any amendments, thereto and of any related documents necessary to expend program income to complete the project.

**Discussion**

The 2015 CDBG Program Income Waiver for Live Oak water main is now being closed out and the following is a report of the accomplishments:

- Completed full design and engineering
- Installed 12” water main from O Street to L Street, including under the railroad tracks and State Route 99
- Fire hydrants and water services were replaced along the length of the project
- Available water flow between the east side and the west side of State Route 99 increased by approximately 5.7 times at the Pennington Rd crossing by increasing the water main size from a 6” to a 12” main

**Board Alternatives**

The Board could choose not to close-out the 2015 CDBG Program Income Waiver for Live Oak water main and review of accomplishments. The recommended action best serves the needs of the County since it will provide access to CDBG funds for other projects.

**Other Department and/or Agency Involvement**

Representatives from Sutter County, City of Live Oak, Yuba-Sutter Economic development Corporation and the State Department of Housing and Community Development (HCD) worked together on the 2015 CDBG Program Income Waiver for Live Oak water main.

**Action Following Approval**

The program income waiver request will be sent to HCD for processing. Staff will work with the City of Live Oak to submit final close-out documentation to HCD.

**Fiscal Impact**

There is no impact to the General Fund for holding the Public Hearing and close-out of the 2015 Program Income Waiver.

**Standing Committee Review**

This item is being brought directly to the Board of Supervisors for consideration as approval to apply for program income waiver was previously approved by the Board.
Respectfully Submitted,

S/ Neal Hay
Director of Development Services
To: Honorable Board of Supervisors

From: Neal Hay, Director of Development Services

Department: Development Services

Subject: Public Hearing on Project #U-18-010 (Chima); an appeal of the Planning Commission’s denial of a tentative subdivision map to divide 10.8± acres into five estate residential lots ranging from 1.5 to 2.7 acres in size and a use permit to allow the reduction of agricultural buffering, located at 703 Barry Road, near the northeast corner of the intersection of Barry Road and Caminito Avenue; APN: 23-120-019; Applicant/Owner: Jay Chima

Recommendation

It is recommended that the Board of Supervisors:

1. Finds that pursuant to Section 15270(a) of the California Environmental Quality Act (CEQA) Guidelines, CEQA does not apply to projects which a public agency rejects or disapproves; and

2. Denies Project #U-18-010 (Chima); a tentative subdivision map to divide 10.8± acres into five estate residential lots ranging from 1.5 to 2.7 acres in size and a use permit to allow the reduction of required agricultural buffering, based on the findings contained in this staff report.

Background

This property was re-designated from AG-20 (Agriculture, 20-acre minimums) to Estate Residential (0.5 to 3 acres) as part of the 2030 General Plan update approved in March 2011. This included other properties in the area that were predominantly zoned Ranchette (3 to 10 acres). The Board of Supervisors determined the Estate Residential designation was more appropriate for the area and will fulfill a need to provide large lot, single-family residential parcels in the County.

This project was originally scheduled for the March 20, 2019, Planning Commission meeting. At that time the applicant proposed a 100-foot agricultural buffer along the east property line and a 200-foot agricultural buffer along the south property line. In the case of this application, a 300-foot buffer is required along both the east and south property lines by the Zoning Code (Section 1500-19-040). The applicant therefore submitted a use permit application along with the tentative subdivision map to request a reduction in the required agricultural buffer width. On the afternoon of March 20th, the applicant requested the project to be removed from the Commission’s agenda to allow additional time to explore other design options. The Commission approved the applicant’s request.
Five months after the March 20th Planning Commission meeting and with some prompting by staff, a revised map was submitted proposing to reduce agricultural buffering 100-feet to 50-feet along the east property line, and from 200-feet to 100-feet along the south property line. No changes were made to proposed parcel sizes (1.5 to 2.7 acres).

The Planning Commission considered this item at its October 16, 2019, regular meeting. The applicant’s representative spoke in favor of this project and no additional public testimony was provided. After conducting the public hearing, the Planning Commission denied this project by a 4-0 vote (three members absent).

On October 28, 2019, the applicant submitted a timely appeal of the Planning Commission’s decision (Attachment 5). This project is therefore being forwarded to the Board of Supervisors for consideration.

Discussion

The applicant is proposing a tentative subdivision map to divide 10.8 acres into five estate residential lots ranging from 1.5 to 2.7 acres in size (see Attachment 2). Proposed Lot 2 is already developed with an existing residence and carport leaving Lots 1, 3, 4, and 5 to be developed with a residence and accessory structures if this application is approved. This project is consistent with the General Plan policies for Estate Residential development, including allowable density (0.46 dwelling units (du) per acre where 0.3-2 du/acre is allowed), Estate Residential zoning, and existing residences in the area. Each proposed lot will be served by an on-site septic system and a private well.

As previously noted, this parcel and others were re-designated to ER as part of the 2030 General Plan update. The impacts associated with ER development were previously analyzed in the General Plan EIR. Each proposed lot has the minimum 75 feet of width and public road frontage on Barry Road or Caminito Avenue and won’t exceed the 3:1 lot depth to width ratio required by the ER District and Subdivision Ordinance for lots less than 5 acres in size.

Zoning Code (Article 19) - Agricultural Buffers

Previously approved Ranchette applications were required to provide agricultural buffers whenever one or more sides of the parcel to be divided adjoined a parcel zoned and used agriculturally. Zoning Code Article 19 (Agricultural Buffers) formally established the County’s agricultural buffering policies in the Zoning Code in 2016 and implements General Plan Policy AG 2.3. Permanent agricultural buffers are required for new residential development located on land that is not zoned AG (Agriculture), that is located outside established City sphere of influence boundaries or rural communities’ boundaries and requires discretionary approval from the County (Zoning Code Section 1500-19-020). Since the subject property meets these criteria, this application is subject to Article 19 (Attachment 3).

Zoning Code Section 1500-19-040 requires buffers be established for new homes from proximate agricultural operations on the ER parcel. Table 1500-19-1 requires a 300-foot-wide non-residential buffer from orchard crops. Land located south and east of the project site is zoned AG and utilized for growing walnuts. A 300-foot-wide buffer for new residences, measured from both the east property line and the south side of Barry Road is therefore required. As there is an existing home developed on proposed Lot 2, these standards are not applicable to this lot; however, proposed Lots 1, 3, 4, and 5 are subject to this standard.

The revised tentative subdivision map proposes establishing five (5) parcels ranging in size from 1.5 acres (Lot 2) to 2.7 acres (Lot 1). Proposed “Building Envelopes” are shown on the rear (north) portions of proposed Lots 3-5. In lieu of the required 300-foot agricultural buffer, the applicant is proposing a 50-foot buffer from the east property line and a 100-foot buffer along the south property line.

In accordance with Zoning Code Section 1500-19-050, the applicant submitted a Use Permit application requesting a reduction in the required agricultural buffer width. To approve a buffer width reduction requires the County determine the following:
A. Specific site characteristics exist such as topography, prevailing winds, vegetation, and other site features that provide adequate buffering such that the required setback in not necessary to promote and protect agriculture and protect public health and safety; or

B. Site constraints such as parcel size and configuration are such that the required setback is infeasible, and the reduced setback provides the maximum feasible buffer from the Agricultural District or use.

Staff does not believe either of these determinations can be made. This parcel is level with many walnut and peach orchards located in the surrounding area. There is no vegetation or other site features that could provide adequate buffering of the proposed residential use from the existing adjacent agricultural operations to the south and east. There are no site constraints making the required setback infeasible, as the parcel size (10.8-acres) and rectangular shape of the parcel are typical of the area.

Both at the Planning Commission hearing and in the appeal letter submitted, the applicant has stated the required 300-foot agricultural buffer creates an unbuildable lot (Lot 5) and therefore, the buffer policy is "flawed" and should be corrected. For proposed Estate Residential parcels, the allowed parcel size ranges from 0.5 to 3 acres. The applicant has chosen to propose 5 lots when only 4 should be proposed in order to comply with the buffering requirements. When the total acreage of the existing parcel (10.8 acres) is divided by 4, the average lot size is 2.7 acres, which falls within the allowed size range. For proposed Lots 3-5, the applicant has proposed a 200-foot lot width, when a width of 152 feet is necessary to comply with the ER lot width standards (75-feet) and the 3:1 lot depth to width ratio.

The appeal states that orchards are also being farmed south and west of proposed Lot 1 and questions why the 300-foot agricultural buffer is not applied to that lot. While the parcels to the west may be currently farmed, they are zoned Estate Residential (ER) and designated for future residential use, and the applicant is therefore not required to provide a buffer from these lots. Parcels to the south are zoned AG, and a 300-foot buffer does apply to proposed Lot 1 from the south. Measuring from the south side of Barry Road, the 300-foot buffer distance extends to a point even with the northern boundary of proposed Lot 2. Since Lot 1 is proposed to be 2.7 acres, sufficient area remains to accommodate a residence.

The agricultural buffering standards were adopted in 2016 as part of the Zoning Code’s comprehensive update and were created after extensive discussions and review during the update process through joint Planning Commission/Board study sessions. The County’s Agricultural Commissioner consulted with Yuba County’s Agriculture Department to ensure the proposed buffer sizes would be consistent. There is no flaw or inconsistency in the buffering requirements, ER District, and related General Plan policies.

The Agricultural Commissioner has reviewed this project and requests the Use Permit proposing to reduce the 300-foot buffer on proposed Lot 5 be denied. The parcel to the east is designated AG-20 and zoned AG (Agriculture) and according to the Agricultural Commissioner, has been planted in walnuts since at least 1997. The Agricultural Commissioner states the agricultural buffering is necessary to promote and protect agriculture and protect public health and safety. This recommendation is consistent with the following Board of Supervisors’ FY 2018-2019 Countywide Goal:

H. Protect, support, and enhance Sutter County’s rich agricultural base.

The Agricultural Commissioner attended the Subdivision Advisory Committee meeting held on February 5, 2019, with County staff and the applicant and provided these comments to the applicant.

This is the first application received proposing to subdivide ER land along the periphery of this estate residential area. If the County does not enforce its agricultural buffering standards for this application, it will be difficult to enforce it on other parcels along this boundary in the future, thereby negating its purpose.

General Plan

The General Plan contains a specific element (Chapter 4: Agricultural Resources) for the preservation of agricultural lands and for minimizing conflicts between agricultural operations and other uses. The
proposed project has been reviewed and is not consistent with the following General Plan goal and policies:

**Goal AG 2**: Minimize conflicts between agricultural uses and operations and adjacent non-agricultural uses.

**Policy AG 2.1**: Minimize Conflicts. Require that new development adjacent to agricultural areas be designed to minimize conflicts with adjacent agricultural uses and operations.

**Policy AG 2.3**: Buffers. Protect agricultural operations from conflicts with non-agricultural uses by requiring buffers between proposed non-agricultural uses and adjacent agricultural operations:

By not providing the required 300-foot wide buffers, this project has the potential to create conflicts between existing agricultural operations and proposed homes that will be established on these large lot residential properties. The entire text of the above General Plan goal and policies is provided as Attachment 4.

Should the Board of Supervisors determine the project contains specific site characteristics warranting a reduction in the agricultural buffering standard, the characteristics should be articulated, and the public hearing continued so staff can work with County Counsel's Office to prepare appropriate findings and proposed conditions of approval.

**Environmental Analysis**

An Initial Study was prepared for this project in accordance with the California Environmental Quality Act (CEQA) and the Guidelines. After the revised map was submitted by the applicant on August 29, 2019, reducing the proposed agricultural buffers as noted above, staff made minor changes to the initial study and those have been noted in track changes. The study determined the project, as proposed, could have a significant impact on the environment; however, mitigation measures have been incorporated into the project and agreed to by the applicant which reduce potential impacts to a less than significant level. Potential impacts were identified in Section VI. (Geology and Soils), Section IX. (Hydrology and Water Quality), and Section XII (Noise) of the Initial Study. Staff is recommending denial of the project due to inconsistency with General Plan policies and Zoning Code requirements related to agricultural buffering. Section 15270(a) of the CEQA Guidelines states that CEQA does not apply to projects which a public agency rejects or disapproves. Adoption of the Mitigated Negative Declaration and Mitigation Monitoring Program is therefore not required.

**Recommended Findings**

Based upon information contained in this staff report and/or testimony received at the public hearing, the Planning Commission recommends the following findings:

**CEQA**

In accordance with the California Environmental Quality Act and the Guidelines, an Initial Study was prepared to analyze the potential impacts of the proposed project. The Board of Supervisors denies the proposed project due to conflicts with General Plan policies and Zoning Code requirements for providing agricultural buffers. Section 15270(a) of the CEQA Guidelines states that CEQA does not apply to projects which a public agency rejects or disapproves.

**General Plan**

The proposed project has been reviewed and is not consistent with the following General Plan goal and policies:

**Goal AG 2**: Minimize conflicts between agricultural uses and operations and adjacent non-agricultural uses.
**Policy AG 2.1: Minimize Conflicts.** Require that new development adjacent to agricultural areas be designed to minimize conflicts with adjacent agricultural uses and operations.

**Policy AG 2.3: Buffers.** Protect agricultural operations from conflicts with non-agricultural uses by requiring buffers between proposed non-agricultural uses and adjacent agricultural operations:

**Zoning Code (Section 1500-19-050)**

A. No specific site characteristics exist such as topography, prevailing winds, vegetation, and other site features that provide adequate buffering such that the required setback is not necessary to promote and protect agriculture and protect public health and safety.

B. There are no site constraints such as parcel size and configuration such that the required setback is infeasible. The reduced setback does not provide the maximum feasible buffer from the Agriculture District or use.

**Use Permit**

1. The Use Permit is not consistent with the General Plan Goal AG 2 and Policies AG 2.1 and 2.3, relative to minimizing conflicts with adjacent agricultural uses and operations and providing agricultural buffers;

2. The Use Permit does not comply with applicable Zoning Code Article 19 provisions.

**Prior Board Action**

On November 6, 2001, the Board of Supervisors denied a request by a previous owner of the subject property for a General Plan amendment (GPA #01-05), rezoning (RZ #01-09), and tentative parcel map (PM #01-06) to create three Ranchette parcels ranging from 3 to 4 acres in size. At that time, the application did not comply with the County’s adopted scoring criteria for Ranchette applications.

**Board Alternatives**

The Board of Supervisors may agree with the Planning Commission’s determination and deny the application.

If the Board determines the project contains specific site characteristics warranting a reduction in the agricultural buffering standards and the project is consistent with the General Plan goal and policies noted above, the characteristics and reasons for consistency should be articulated, and the public hearing continued so staff can work with County Counsel’s Office to prepare appropriate findings together with proposed conditions of approval. The project will then be brought back to the Board for consideration at a future meeting.

**Other Department and/or Agency Involvement**

None.

**Action Following Board’s Action**

If the Board of Supervisors denies the application, the action is final and the applicant is prohibited from filing a new application for one year (12 months) for the same or similar project (Zoning Code Section 1500-24-030).

If the Board does not agree with the Planning Commission’s denial, the public hearing should be continued so appropriate findings can be prepared together with proposed conditions of approval. The project will then be brought back to the Board for consideration at a future meeting.
**Fiscal Impact**

There is no General Fund impact as a result of processing this application because deposit fees submitted by the applicant, including the required appeal fee, have paid for staff time to process this application to date. Once the process is complete, a close out accounting and reconciliation will be completed and the applicant will be required to pay for any outstanding account balance, as applicable.

**Countywide Goals & Top Priorities Compliance**

This project is consistent with the below Countywide Goals adopted by the Board of Supervisors on September 11, 2018, because this project has been processed consistent with these applicable 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.
- **Goal H:** Protect, support, and enhance Sutter County's rich agricultural base.

**Standing Committee Review**

The Planning Commission considered this item at its October 16, 2019, regular meeting. The applicant’s representative spoke in favor of this project and no additional public testimony was provided. After conducting the public hearing, the Planning Commission denied this project by a 4-0 vote (three members absent).

Respectfully Submitted,

s/ Neal Hay
Director of Development Services

**Attachments:**

1. Aerial Photo & Study Sketch
2. Tentative Subdivision Map
4. General Plan Goal & Policies
5. Appeal Letter
TENTATIVE SUBDIVISION MAP

PROJECT LOCATION

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

50' BUFFER

E 1/4 COR
SEC 10

TENTATIVE MAP NO.

LYING WITHIN THE NE 1/4 SEC. 10 T. 14 S., R. 3 E., M.D.B., 4 M., AND BEING A PORTION OF LOT 10 OF THE "MERTA TRACT", FILED IN BOOK 1 OF SURVEYS, PG. 27 IN SITTERT COUNTY, CALIFORNIA.
Article 19
Agricultural Buffers

CHAPTER 1500-19

Sections:
- 1500-19-010: Purpose
- 1500-19-020: Applicability
- 1500-19-030: Buffer Design
- 1500-19-040: Buffer Setbacks
- 1500-19-050: Reductions in Buffer Widths
- 1500-19-060: Maintenance
- 1500-19-070: Waiver and Termination

1500-19-010 Purpose
The purpose of agricultural buffers and setbacks is to provide for the long-term viability of agricultural operations and to minimize potential conflicts between adjacent agricultural and new, non-agricultural development and uses.

1500-19-020 Applicability
Permanent agricultural buffers are required for any new or expanded non-agricultural use or development such as the subdivision of Estate Residential properties or other residential subdivisions, or development of commercial or industrial projects that are:

A. Located on land that is not zoned AG;

B. Located outside established City sphere of influence boundaries or rural communities boundaries. Projects located within but adjacent to these boundaries shall buffer from adjacent properties located outside the boundaries; and

C. Require discretionary approval from the County.

1500-19-030 Buffer Design
A. Where agricultural buffers are required they shall be located on the non-agricultural property.

B. Agricultural buffers should be designed to ensure that the buffer does not provide a host environment for pests or carriers of disease which could potentially impact adjacent agricultural operations.

C. Agricultural buffers should be designed to accommodate drainage, trails, roads, parks, greenbelts, infrastructure, community gardens, native landscaping, and other uses that are compatible with ongoing agricultural operations and provide multiple use opportunities.
D. Hedgerows, berms, walls, or other types of barriers may be incorporated into the buffer design to reduce impacts between adjacent agricultural operations and non-agricultural uses.

1500-19-040  **Buffer Setbacks**

Table 1500-19-1 identifies recommended minimum agricultural buffer setbacks which are required to be provided on the property on which the new or expanded non-agricultural use or development (i.e. new residential subdivision, commercial or industrial use) is proposed. The minimum agricultural buffer setback shall be measured from the proposed non-agricultural project site to the property line of the adjacent agricultural property and may include the width of adjacent road right-of-ways, canals, or other similar features. These buffers shall not apply to accessory uses and structures such as shops, barns, ground mounted solar facilities, and other similar uses and structures.

<table>
<thead>
<tr>
<th>Crop/Type/Agricultural Use</th>
<th>Minimum Buffer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rangeland/Grazing</td>
<td>50 feet</td>
</tr>
<tr>
<td>Rice, field crops, <em>orchards</em> and vineyards</td>
<td>300 feet</td>
</tr>
<tr>
<td>Wholesale Nurseries</td>
<td>300 feet</td>
</tr>
<tr>
<td>Animal Husbandry</td>
<td>200 feet</td>
</tr>
<tr>
<td>Dairies</td>
<td>500 feet</td>
</tr>
<tr>
<td>Feed Lots</td>
<td>800 feet</td>
</tr>
<tr>
<td>Slaughterhouses</td>
<td>1,000 feet</td>
</tr>
</tbody>
</table>

1500-19-050  **Reductions in Buffer Widths**

Agricultural buffers may be reduced with approval of a Use Permit where the approving authority determines that:

A. Specific site characteristics exist such as topography, prevailing winds, vegetation, and other site features that provide adequate buffering such that the required setback is not necessary to promote and protect agriculture and protect public health and safety; or

B. Site constraints such as parcel size and configuration are such that the required setback is infeasible and the reduced setback provides the maximum feasible buffer from the Agricultural District or use.

1500-19-060  **Maintenance**

All buffers shall provide an ongoing maintenance program for the buffer area.

1500-19-070  **Waiver and Termination**

Buffer requirements may be waived or subsequently terminated if determined by the Director, in consultation with the Agricultural Commissioner, that all adjacent parcels zoned AG have been irreversibly converted to non-agricultural uses.
AG 1.10 **Transfer of Development Rights.** Explore, and if determined feasible, implement programs to permanently preserve agricultural lands through the use of voluntary transfer of development rights to guide development to more suitable areas. (AG 1-B)

AG 1.11 **Conservation Easements.** Explore, and if determined feasible, identify agricultural mitigation bank areas in which the County will encourage private landowners to voluntarily participate in agricultural conservation easements. (AG 1-B)

AG 1.12 **Land Mitigation Program.** Explore, and if determined feasible, create an Agricultural Land Mitigation Program. (AG 1-B)

AG 1.13 **Cooperation with Other Agencies.** Coordinate with the cities, the Local Agency Formation Commission (LAFCO), local service providers, and other relevant agencies on joint mechanisms to preserve agricultural lands and limit urban encroachment and the extension of urban service and infrastructure into agricultural areas. (AG 1-C)

---

### Use and Operational Conflicts

**GOAL AG 2**  
Minimize conflicts between agricultural uses and operations and adjacent non-agricultural uses.

**POLICIES**

**AG 2.1**  
**Minimize Conflicts.** Require that new development adjacent to agricultural areas be designed to minimize conflicts with adjacent agricultural uses and operations. (AG 1-A/AG 1-C)

**AG 2.2**  
**Right to Farm.** Affirm and protect the right of agricultural operators in agricultural areas to continue their agricultural practices ("right to farm"). The right to farm shall acknowledge through noticing that landowners and residents adjacent to agriculture should be prepared, accept, and not consider a nuisance the impacts inherent with lawful farming activities. At a minimum, the Right to Farm Notice shall be recorded with the Deed of Trust at the time of transfer of all applicable properties. (AG 1-C/AG 2-A)

**AG 2.3**  
**Buffers.** Protect agricultural operations from conflicts with non-agricultural uses by requiring buffers between proposed non-agricultural uses and adjacent agricultural operations:

a. Buffers should be physically and biologically designed to avoid conflicts between agricultural and non-agricultural uses. The biological design should ensure that the buffer does not provide a host environment for pests or carriers of disease which could potentially impact adjacent farming operations.
CHAPTER 4: AGRICULTURAL RESOURCES

Goals and Policies

b. Buffers shall not be located on the agricultural parcel(s).

c. Buffers should primarily consist of a physical separation (setback) between agricultural and non-agricultural uses. The appropriate width of the buffer shall be determined on a site-by-site basis taking into account the type of existing agricultural uses (i.e. crop type and associated operational requirements); the nature of the proposed non-agricultural development; the natural features of the site; landscaping, walls or other barriers planned by the proposed development; and any other factors that affect the specific situation.

d. In addition to a physical separation, the following buffer options may be considered: greenbelts/open space, limited park and recreation areas, roads, PUE’s, waterways, and vegetative screens. These buffering options may be used in any combination to most effectively reduce conflicts arising from adjacent incompatible uses.

e. An ongoing maintenance program for the buffer shall be established and should include vector controls.

f. Buffer restrictions may be removed if all adjacent parcels have been irreversibly converted to non-agricultural uses. (AG 1-A/AG 1-C)

AG 2.4 Coordination with Cities. Coordinate with the cities to encourage that new development in the cities mitigates impacts upon unincorporated agricultural uses and operations including the provision of right to farm notifications and buffering on city development projects. (AG 1-C)

Natural Resources for Agriculture (Sustainability)

GOAL AG 3

Protect the natural resources needed to ensure that agriculture remains an essential and sustainable part of Sutter County’s future.

POLICIES

AG 3.1 Efficient Water Management. Support the efficient management and use of agricultural water resources where economically feasible to support agriculture.

AG 3.2 Water Conservation and Recycling. Support the efforts of the multiple water agencies operating in Sutter County to adopt for additional policies related to water use reduction and water conservation, refer to the Water section of Chapter 7 (Infrastructure) and the Water Resources and Quality section of Chapter 9 (Environmental Resources).
October 25, 2019

Honorable Board of Supervisors
County of Sutter
1160 Civic Center Blvd.
Yuba City, CA 95993

Re: Project #U-18-010

Dear Honorable Board Members:

On October 16, 2019, the Sutter County Planning Commission denied a Tentative Map proposed by the Chima Family to divide property within the Estate Residential zone into 5 parcels.

On behalf of our client, the Chima family, we appeal the Planning Commission’s decision for the following reasons:

The Estate Residential Zone does not allow the creation of a new parcel larger than 3 acres. When a 300 foot agricultural buffer is applied to a parcel where the buffer is affects two sides (Such as Lot 5 of this map), it does not leave sufficient area outside of the 300 foot setback for a residence, therefore creating an unbuildable lot. We feel that this is a flaw in the ER zone that should be corrected.

Upon the discovery of the buffer conflict, we were advised by Planning Staff that the only method now available to request a “waiver” of the 300 foot buffers requirement was to apply for a Use Permit. At that time, Staff seemed to indicate that Item B of Zoning Code 1500-19-050 may be sufficient to support the Use Permit as the corner lot site constraints do prohibit the planned use for the property if the full buffer width is required. We were disappointed to find later that Staff determined otherwise by ultimately recommending denial.

Although a quorum of the Planning Commission was present at the Public Hearing, we were disappointed that three of the commissioners were absent, including the commissioner representing the district in which this project lies. We checked a few days ahead and were told that a full commission was expected. We may have continued the hearing if we had known of these absences.

We understand that the agricultural buffers are imposed in an attempt to limit conflicts between agricultural operations and residential uses. If this is the case, we would like to point out that orchards also are being farmed south and west of Proposed Lot 1. If
Sutter County Board of Supervisors  
October 25, 2019  
Page 2

Indeed, a risk of conflict exists when a farming operation is within 300 feet of a residential parcel then why are 300 foot buffers not imposed on Lot 1? We feel that this is an inconsistent policy that should be reviewed. We have attached an exhibit map of the project showing the 300 foot buffers requested by code, marked in yellow and 300 foot buffers that are not being required on Lot 1 although orchards are farmed to the west and south.

We sincerely appreciate your attention to the above information when considering the Chima family’s appeal. Please feel free to contact our office or the Chima family with any questions you may have.

Sincerely,

Pam Clifton

cc: Jay Chima
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Brandon Barnes, Sheriff-Coroner
Department: Sheriff Coroner
Subject: Adoption of a resolution authorizing a request for exception to the CalPERS 180-day waiting period to rehire an annuitant with a critical skill set in the County Jail

Recommendation:

It is requested the Board of Supervisors approve the following:

1. Approval to request an exception to CalPERS 180-day wait period requirement rule to rehire Correctional Lieutenant Norman Bidwell, an expected retiring annuitant, with critical skills set as extra help employee.

2. Adoption of a resolution authorizing an exception to the 180-day waiting period to rehire an annuitant with critical skill sets.

Background:

The Sheriff’s County Jail Division operates the Main Jail and the adjacent Medium Security Facility. This budget unit funds the jail staff and operates the County’s 394-bed Correctional Facility. The Jail Division provides a secure, sanitary, and habitable setting for those in custody who are either accused or sentenced. The jail staff also transports inmates to courts and other facilities.

The current management team of the Sutter County Jail and Bailiffs consist of one captain, one correctional lieutenant, and five sergeants. The jail captain is expected to retire on January 31, 2020 and the jail lieutenant is also expected to retire on February 28, 2020. The simultaneous retirement of two top management team members could cause operational hardship for the County Jail. The current Correctional Lieutenant Norman Bidwell has graciously agreed to help on extra help basis while the new jail captain is recruited and trained. Staff is grateful to Lieutenant Bidwell to extend extra help assistance. Retaining his services would be a major asset during the transition period however due to the CalPERS Rule “180-Day Wait Period Requirement” rule; he cannot be rehired sooner than 6 months after his retirement date unless an exception is approved by the Board of Supervisors.

Pursuant to Section 7522.56(c) and 7522.56(f)(1) of the Government Code as amended by AB 3409, the 180 day waiting period between retirement and post-retirement temporary reemployment may be waived in certain circumstances. Section 7522.56(c) provides that where the retired person has skills needed to perform work of limited duration and not to exceed 960 hours in fiscal year, they may be temporarily
reemployed for that purpose. Section 7522.56(f)(1) prescribes that the employer must certify the nature of
the employment and that the appointment is necessary to fill a critically needed position before 180 days
has passed and the appointment has been approved by the governing body of the employer in a public
meeting as an appearance item.

Staff is requesting the Board to exercise their authority to adopt the attached resolution and grant the
Sheriff’s Office an exception to the CalPERS 180-day wait period requirement rule so that Correctional
Lieutenant Norman Bidwell can be rehired as extra help before the 180-day waiting period. Lieutenant
Bidwell’s vast knowledge and experience in the County Jail will be utilized immediately upon his
retirement for this very critical position. Lieutenant Bidwell will assist for about three days a week for a
period of about 6 months at salary range of step 1 Correctional Lieutenant at hourly rate of $34.9023.

Prior Board Action:

A Similar item for the Sheriff’s Office was approved by the Board on March 26, 2019.

Board Alternatives:

The Board may decline to approve our request for exception to the CalPERS 180-day wait period
requirement rule. This will cause hardship to the Sheriff’s Office to fulfill responsibilities of a very critical
position.

Other Department and/or Agency Involvement:

County Administrator’s Office and County Counsel.

Action Following Approval:

The Sheriff’s Office will rehire Correctional Lieutenant Norman Bidwell immediately after his retirement on

Fiscal Impact:

There will be no General Fund impact as salary savings within the County Jail budget unit 2-301 will be
used for the increase in extra help services expenditures.

Countywide Goals and/or Top Priorities Compliance:

This recommendation aligns with the following Countywide Goals:

1. Operate County government in a fiscally and managerially responsible manner.
2. Maintain a strong commitment to public safety.

Standing Committee Review:

This item was not taken to committee for review since it is a requirement of the Government Code for this
request to be presented in a public meeting as an appearance item.

Respectfully Submitted,

S/ Brandon Barnes
Sheriff-Coroner

Attachments:
1. N Bidwell 180-Day Waiting Resolution
BEFORE THE BOARD OF SUPERVISORS
COUNTY OF SUTTER, STATE OF CALIFORNIA

RESOLUTION OF THE BOARD OF SUPERVISORS ) RESOLUTION NO. 20-_____
CERTIFYING THE EXTRA HELP EMPLOYMENT OF )
RETIRED CORRECTIONAL LIEUTENANT OF )
THE SHERIFF'S OFFICE, NORMAN BIDWELL, PRIOR )
TO THE 180-DAY WAITING PERIOD IS NECESSARY )
TO FILL A CRITICALLY NEEDED POSITION )

WHEREAS, in order to appoint a retired County employee to a position of County employment within 180 days of the employee’s retirement, the Board of Supervisors is required to certify the appointment is necessary to fill a critically needed position; and

WHEREAS, on February 28, 2020, the Sutter County Jail Correctional Lieutenant of the Sheriff’s Office, Norman Bidwell, will retire; and

WHEREAS, the current management team of the Sutter County Jail and Bailiffs consist of one captain, one correctional lieutenant, and five sergeants. The jail captain is expected to retire on January 3, 2020 and the jail lieutenant is also expected to retire on February 28, 2020. The simultaneous retirement of two top management team members could cause operational hardship for the Sutter County Jail.; and

WHEREAS, Lieutenant Norman Bidwell is willing to return to County employment as an extra help employee for a period of about 6 months and not to exceed 960 hours during the fiscal year to assist with critical law enforcement assignments in the Sutter County Jail.; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of County of Sutter, State of California, does hereby certify that the appointment of Lieutenant Norman Bidwell as an extra help employee in the Sheriff’s Office prior to the 180-day waiting period is necessary to fill a critically needed position.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sutter, State of California, this 17th of December 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

MATT CONANT, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
DONNA M JOHNSON, CLERK

By: _______________________
   Deputy
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Ken Sra, Director of General Services
Department: General Services
Subject: Approval of a furniture purchase in the amount of $94,266.84 for the Assessor's Office as part of the 1190 Civic Center Capital Improvement Project

Recommendation:

It is recommended that the Board of Supervisors approve the General Services Department to purchase office furniture, equipment and workstations for the 1190 Civic Center project. The quote that is being accepted is from Staples utilizing the Sourcewell contract that was competitively bid.

Background:

On April 9, 2019, the Board approved the purchase of the building and property at 1190 Civic Center Blvd. in Yuba City. The new building and property purchase support the County’s effort to relocate the Assessor’s Office to 1190 Civic Center Blvd. and to move the Auditor-Controller’s Office and the Treasurer-Tax Collector’s Office from their current location to 1160 Civic Center Blvd.

The construction is nearing completion and the finishing touches are being completed now. The furniture needs to be ordered once approval is granted to ensure the furniture is delivered once the construction is complete.

Prior Board Action:

The Board approved the purchase of the land and building on April 9, 2019. This project, C191815001, was approved by the Board during the normal budgetary process June 25, 2019 for FY 2019-20.

Board Alternatives:

The Board may choose to not approve the purchase of the office furniture. The Assessor’s office would then have to continue using the existing furniture at the new location.

Other Department and/or Agency Involvement:
This project has been a joint venture including Development Services, General Services, the County Administrator’s Office and County Counsel.

**Action Following Approval:**

General Services will coordinate with the vendor to purchase the furniture, equipment and workstations to make sure it is completed and delivered in a timely manner.

**Fiscal Impact:**

The budget including the purchase of furniture for the 1190 Civic Center project was approved during the FY 2019-20 budget process. No additional budget is being requested to complete this project.

**Countywide Goals and/or Top Priorities Compliance:**

1. 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.

2. Implement forward-thinking and “Best Management Practices” to ensure that County’s workforce will deploy successful succession planning necessary to enable County’s employment base to become more reflective of community’s changing demographics.

**Standing Committee Review:**

In an effort to continue the 1190 Civic Center project, and due to potential delays over the end of the year holidays, this matter was not considered by the Public Works/Support Services Committee but will be presented to the Board of Supervisors for their consideration. The County Administrator concurs with this recommendation.

Respectfully Submitted,

/s/ Ken Sra
Director of General Services

**Attachments:**

1. 12-3-19 Quote Sutter County Assessor Office
2. 2019-11-22 County of Sutter-SW BI-106242 2D-3D
3. County of Sutter Finishes BI-106242
**SOLD TO:**
Blake Spon  
Sutter County General Services  
1160 Civic Center Blvd  
Yuba City CA 95991  
530-822-7473

**SHIP TO:**
Blake Spon  
Sutter County General Services  
1160 Civic Center Blvd  
Yuba City CA 95991  
530-822-7473

**Project:** Sutter County Assessor Office’s

<table>
<thead>
<tr>
<th>FQO / QUOTE #</th>
<th>DATE</th>
<th>CUSTOMER PO NO</th>
<th>CUSTOMER NO</th>
<th>SALESPERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12/3/2019</td>
<td></td>
<td>Blake Spon</td>
<td>Mike Swanson</td>
</tr>
</tbody>
</table>

**Line # | Qty | Part Number | Part Description | Sell $ | Ext Sell $**

**BREAKROOM**

<table>
<thead>
<tr>
<th>1</th>
<th>3</th>
<th>HCT29LX</th>
<th>Arrmge Seated Hght X-base for 42-48&quot; Srfc</th>
<th>$256.05</th>
<th>$768.15</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tag For:</strong></td>
<td>BREAKROOM</td>
<td>Select Paint Color</td>
<td>.PR8</td>
<td>Textured Silver</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>3</th>
<th>HCTSQR42</th>
<th>Arrange Table 42&quot; Square Top</th>
<th>$183.15</th>
<th>$549.45</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tag For:</strong></td>
<td>BREAKROOM</td>
<td>Select Grade</td>
<td>.N</td>
<td>No Grommet</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Select Laminate Finish</td>
<td>$(L1STD)</td>
<td>Grd L1 Standard Laminates</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Select Edgeband Color</td>
<td>.B9</td>
<td>LAM: Silver Mesh</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>.LOFT</td>
<td>EDGE: Loft</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3</th>
<th>12</th>
<th>OTG11310B</th>
<th>Black Plastic Back &amp; Seat (1 Piece), Armless, Chrome Sled Base, Connectors &amp; Glides Available (Accessories), Stacks 8</th>
<th>$72.00</th>
<th>$864.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tag For:</strong></td>
<td>BREAKROOM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Tag Subtotal:** $2,181.60

**LOBBY**

<table>
<thead>
<tr>
<th>4</th>
<th>1</th>
<th>HML8851</th>
<th>24&quot;x24&quot; Corner Table</th>
<th>$85.50</th>
<th>$85.50</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tag For:</strong></td>
<td>LOBBY</td>
<td></td>
<td>.P</td>
<td>LAM: Black</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5</th>
<th>2</th>
<th>HVL887</th>
<th>Basyx Club chair with arms KD</th>
<th>$420.75</th>
<th>$841.50</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tag For:</strong></td>
<td>LOBBY</td>
<td></td>
<td>$(L)</td>
<td>GRADE: Leather UPHOLSERY</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>.SB</td>
<td>Fabric: SoftThread Leather</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>11</td>
<td>COLOR: Black</td>
<td></td>
</tr>
</tbody>
</table>

**Tag Subtotal:** $927.00

**MEETING 1**

---

Prepared By: Mike Swanson

Packet Pg. 359
<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>1</td>
<td>MVD MMPBD3672L</td>
<td>P-Shape Bullet Desk- Left-Hand, 3/4 Modesty Panel, 36x42x72 Quote WR112019G</td>
<td>$567.14</td>
<td>$567.14</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
<td>OTG OTG3915B</td>
<td>Luxhide Upholstery w/ Mock Leather Trim, Fixed Arms w/ Upholstered Armrests, 4 Legged Base, Glides, OTG GUEST &amp;</td>
<td>$137.25</td>
<td>$549.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tag For: MEETING 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>WRT 40-ES3E30-48</td>
<td>Essentia Electric Base Set - 2 Leg 30&quot; to 48&quot; Wide Quote WR112019G</td>
<td>$692.84</td>
<td>$692.84</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tag For: OFFICE 14</td>
<td>Switch &amp; Foot Configuration: -F24-PS Prog Switch &amp; Flat Foot 24&quot; Deep, Chicago Compliant 9&quot; Cord ~ Standard Cord, Base Color Choice ~ Charcoal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>2</td>
<td>MVD MM LEG A20</td>
<td>Square Panel leg, 20&quot; Quote WR112019G</td>
<td>$57.94</td>
<td>$115.88</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tag For: OFFICE 14</td>
<td>Base Color: 4621-60 Custom Graphite Nebula, Cartoning Charges ~ No Cartoning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>1</td>
<td>MVD MMBR2442</td>
<td>Bridge Section- Left, 24x42 - Standard 3/4 Modesty Panel Quote WR112019G</td>
<td>$168.29</td>
<td>$168.29</td>
</tr>
<tr>
<td>11</td>
<td>1</td>
<td>MVD MMC2472 SL</td>
<td>Credenza, 36&quot; Lateral File Pedestal, Left 24x72 Quote WR112019G</td>
<td>$754.74</td>
<td>$754.74</td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>MVD MMH72 WG</td>
<td>Hutch with Four Hinged Glass Doors, 14x72x36 Quote WR112019G</td>
<td>$689.71</td>
<td>$689.71</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tag For: OFFICE 14</td>
<td>Color Option: (STSESDSC) Custom, Standard Top Color: 4623 Graphite Nebula</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tag Subtotal: $1,116.14
<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>1</td>
<td>MVD MMLF242</td>
<td>Lateral File, 2 Drawer, Lock Stnd, 24x36x29 Quote WR112019G</td>
<td>$465.06</td>
<td>$465.06</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Hutch Tackboard Option</td>
<td>~</td>
<td>No Selection of Option</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Hutch Tasklight Option</td>
<td>~</td>
<td>No Selection of Option</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Increase Hutch Height</td>
<td>~</td>
<td>No Selection of Option</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cartoning Charges</td>
<td>~</td>
<td>No Cartoning</td>
</tr>
</tbody>
</table>

**Tag For:** OFFICE 14

- Color Option: (STSEPSC) Custom
- Standard Top Color: 4621-60 Top: White Nebula
- 4623 Base: Graphite Nebula
- Two Lateral Drawer Handle Selection: MM H3B Crscnt- Rnd Contour Black (2)
- Anti-Tip Interlock Option: ~ No Selection of Option
- Cartoning Charges: ~ No Cartoning

| 14    | 1   | MVD MMRE3672 | Table, Rectangular, 36x72 Quote WR112019G | $346.44 | $346.44 |
|       |     |             | Hutch Tackboard Option | ~ | No Selection of Option |
|       |     |             | Hutch Tasklight Option | ~ | No Selection of Option |
|       |     |             | Increase Hutch Height | ~ | No Selection of Option |
|       |     |             | Cartoning Charges | ~ | No Cartoning |

**Tag For:** OFFICE 14

- Top & Edge Color Option: (STDTE) Custom Top & Edge Color
- Top Color: 4621-60 Top: White Nebula Black Edge
- Cartoning Charges: ~ No Cartoning

| 15    | 1   | MVD MMSC3672R | Single Pedestal Desk- Right, 36x72, B/B/F- Standard Full Modesty Panel Quote WR112019G | $660.15 | $660.15 |
|       |     |             | Hutch Tackboard Option | ~ | No Selection of Option |
|       |     |             | Hutch Tasklight Option | ~ | No Selection of Option |
|       |     |             | Increase Hutch Height | ~ | No Selection of Option |
|       |     |             | Cartoning Charges | ~ | No Cartoning |

**Tag For:** OFFICE 14

- Color Option: (STSEPSC) Custom Top, Edge & Chassis & Premium Drawer Color
- Standard Top Color: 4621-60 Top: White Nebula Black Edge
- 4623 Base: Graphite Nebula
- Package Upgrade for Pedestal Handles & Loc: ~ No Selection
- Three Drawer Handle Selection: MM H3B Crscnt- Rnd Contour Black (3)
- Pedestal Drawer Lock Option: MMPL Pedestal Drawer Lock
- Keyboard Options: ~ No Selection of Option
- Center Drawer Option: ~ No Selection Of Center Drawer
- Grommet Option: (LGT) Left Grommet, Top
- Grommet Color Selection: MM GR234B Black Plastic Grommet
- Cartoning Charges: ~ No Cartoning

| 16    | 1   | OTG OTG11648B | Blk Luxhide Upholstery w/ Mock Leather Trim, Single Position Tilt Lock w/ Tension Adj., Fixed Height Arms (Chrome) w/ | $258.75 | $258.75 |
|       |     |             | Hutch Tackboard Option | ~ | No Selection of Option |
|       |     |             | Hutch Tasklight Option | ~ | No Selection of Option |
|       |     |             | Increase Hutch Height | ~ | No Selection of Option |
|       |     |             | Cartoning Charges | ~ | No Cartoning |

**Tag For:** OFFICE 14

| 17    | 4   | OTG OTG3915B | Luxhide Upholstery w/ Mock Leather Trim, Fixed Arms w/ Upholstered Armrests, 4 Legged Base, Glides, OTG GUEST & | $137.25 | $549.00 |
|       |     |             | Hutch Tackboard Option | ~ | No Selection of Option |
|       |     |             | Hutch Tasklight Option | ~ | No Selection of Option |
|       |     |             | Increase Hutch Height | ~ | No Selection of Option |
|       |     |             | Cartoning Charges | ~ | No Cartoning |

**Tag For:** OFFICE 14

| 18    | 1   | HUM X22 | M/Flex for M2.1 Monitor Arm, Dual Desk Mount (No Post) | $303.53 | $303.53 |
|       |     |         | Hutch Tackboard Option | ~ | No Selection of Option |
|       |     |         | Hutch Tasklight Option | ~ | No Selection of Option |
|       |     |         | Increase Hutch Height | ~ | No Selection of Option |
|       |     |         | Cartoning Charges | ~ | No Cartoning |

**Tag For:** OFFICE 14

- CM: Two-Piece Clamp Mount with Base
- S: Silver with Gray Trim
- B: Angled Link/Dynamic Link
- T: Standard Monitor Tile (one per monitor)
- B: Standard 100mm x 100mm, black
- B: Angled Link/Dynamic Link
- T: Standard Monitor Tile (one per monitor)
- B: Standard 100mm x 100mm, black
- NA: North America

**Tag Subtotal:** $5,004.39

**OFFICES 1-13**

Prepared By: Mike Swanson

12-3-19 R-1 SPEC County of Sutter-SW Bi-106242.visual.sp4

12/3/2019  5:13:19PM
<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>13</td>
<td>WRT 40-ES3E30-48</td>
<td>Essentia Electric Base Set - 2 Leg 30” to 48” Wide</td>
<td>$692.84</td>
<td>$9,006.92</td>
</tr>
<tr>
<td>20</td>
<td>13</td>
<td>MVD MMBR2442</td>
<td>Bridge Section- Left, 24x42 - Standard 3/4 Modesty Panel</td>
<td>$168.29</td>
<td>$2,187.77</td>
</tr>
<tr>
<td>21</td>
<td>6</td>
<td>MVD MMFCDQ72C 9L</td>
<td>FanTop Curved CompuDesk Shell-Left Ret, 72x42+30x24 with BBF Left Quote WR112019G</td>
<td>$919.48</td>
<td>$5,516.88</td>
</tr>
<tr>
<td>22</td>
<td>7</td>
<td>MVD MMFCDQ72C 9L</td>
<td>Curved CompuDesk Shell-Left Ret, 72x42+30x24 with BBF Right Quote WR112019G</td>
<td>$919.48</td>
<td>$6,436.36</td>
</tr>
<tr>
<td>23</td>
<td>7</td>
<td>MVE MMCDQ72LF 4L</td>
<td>Compu-Cnr Comp Dsk,Cockpit-31&quot; Lat File Left, 72x36x242x22x24x28 Quote WR112019G</td>
<td>$790.21</td>
<td>$5,531.47</td>
</tr>
<tr>
<td>24</td>
<td>6</td>
<td>MVD MMCDQ72LF 4R</td>
<td>Compu-Cnr Comp Dsk,Cockpit- Lat File Right, 72x36x242x22x24x28 Quote WR112019G</td>
<td>$790.21</td>
<td>$4,741.26</td>
</tr>
<tr>
<td>Line #</td>
<td>Qty</td>
<td>Part Number</td>
<td>Part Description</td>
<td>Sell $</td>
<td>Ext Sell $</td>
</tr>
<tr>
<td>-------</td>
<td>-----</td>
<td>-------------</td>
<td>-----------------</td>
<td>--------</td>
<td>-----------</td>
</tr>
<tr>
<td>25</td>
<td>12</td>
<td>MMLF242</td>
<td>Lateral File, 2 Drawer, Lock Stnd, 24x36x29 Quote WR112019G</td>
<td>$465.06</td>
<td>$5,580.72</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>MMFMP Modesty Panel Option</td>
<td>~</td>
<td>Full Modesty Panel upgrade</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cartoning Charges</td>
<td>~</td>
<td>No Cartoning</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Color Option</td>
<td>STSESDSC</td>
<td>Custom</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Standard Top Color</td>
<td>4621-60</td>
<td>Top: White Nebula Black Edge</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4623</td>
<td>Base: Graphite Nebula</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Two Lateral Drawer Handle Selection</td>
<td>MM H3B</td>
<td>Crcsnt- Rnd Contour Black (2) Key# 102-113</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Anti-Tip Interlock Option</td>
<td>~</td>
<td>No Selection of Option</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cartoning Charges</td>
<td>~</td>
<td>No Cartoning</td>
</tr>
<tr>
<td>26</td>
<td>1</td>
<td>MMLF2431</td>
<td>Lateral File, 2 Drawer, Lock Stnd, 24x31x29 Quote WR112019G</td>
<td>$442.60</td>
<td>$442.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>MMFMP Modesty Panel Option</td>
<td>~</td>
<td>Full Modesty Panel upgrade</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cartoning Charges</td>
<td>~</td>
<td>No Cartoning</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Color Option</td>
<td>STSEPSC</td>
<td>Standard Top, Edge &amp; Chassis &amp; Premium Drawer Col</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Standard Top Color</td>
<td>4621-60</td>
<td>Top: White Nebula Black Edge</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4623</td>
<td>Base: Graphite Nebula</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Two Lateral Drawer Handle Selection</td>
<td>MM H3B</td>
<td>Crcsnt- Rnd Contour Black (2) Key# 114</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Anti-Tip Interlock Option</td>
<td>~</td>
<td>No Selection of Option</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cartoning Charges</td>
<td>~</td>
<td>No Cartoning</td>
</tr>
<tr>
<td>27</td>
<td>13</td>
<td>IDESK 404B</td>
<td>OROBLANCO MID BACK TASK CHAIR, BLACK FRAME, BLACK MESH BLACK ARMS POLISHED CAST ALUMINUM</td>
<td>$273.00</td>
<td>$3,549.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>IDESK 404B Color Option</td>
<td>STSESDSC</td>
<td>Custom</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Standard Top Color</td>
<td>4621-60</td>
<td>Top: White Nebula Black Edge</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4623</td>
<td>Base: Graphite Nebula</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Two Lateral Drawer Handle Selection</td>
<td>MM H3B</td>
<td>Crcsnt- Rnd Contour Black (2) Key# 114</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Anti-Tip Interlock Option</td>
<td>~</td>
<td>No Selection of Option</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cartoning Charges</td>
<td>~</td>
<td>No Cartoning</td>
</tr>
<tr>
<td>28</td>
<td>26</td>
<td>OTG OTG3915B</td>
<td>Luxhide Upholstery w/ Mock Leather Trim, Fixed Arms w/ Upholstered Armrests, 4 Legged Base, Glides, OTG GUEST &amp;</td>
<td>$137.25</td>
<td>$3,568.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>OTG3915B Color Option</td>
<td>STSESDSC</td>
<td>Custom</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Standard Top Color</td>
<td>4621-60</td>
<td>Top: White Nebula Black Edge</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4623</td>
<td>Base: Graphite Nebula</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Two Lateral Drawer Handle Selection</td>
<td>MM H3B</td>
<td>Crcsnt- Rnd Contour Black (2) Key# 114</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Anti-Tip Interlock Option</td>
<td>~</td>
<td>No Selection of Option</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cartoning Charges</td>
<td>~</td>
<td>No Cartoning</td>
</tr>
<tr>
<td>29</td>
<td>13</td>
<td>HUM X22</td>
<td>M/Flex for M2.1 Monitor Arm, Dual Desk Mount (No Post)</td>
<td>$303.53</td>
<td>$3,945.89</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>HUM X22 Color Option</td>
<td>STSESDSC</td>
<td>Custom</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Standard Top Color</td>
<td>4621-60</td>
<td>Top: White Nebula Black Edge</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4623</td>
<td>Base: Graphite Nebula</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Two Lateral Drawer Handle Selection</td>
<td>MM H3B</td>
<td>Crcsnt- Rnd Contour Black (2) Key# 114</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Anti-Tip Interlock Option</td>
<td>~</td>
<td>No Selection of Option</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cartoning Charges</td>
<td>~</td>
<td>No Cartoning</td>
</tr>
</tbody>
</table>

**OPEN OFFICE WORKSTATIONS**

<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>12</td>
<td>HCTL182</td>
<td>18D Cantilever One Pair</td>
<td>$23.16</td>
<td>$277.92</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>OPEN OFFICE WORKSTATIONS Color Option</td>
<td>$(CORE)</td>
<td>Custom</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Paint Color</td>
<td>.Q</td>
<td>Paint: Select Core Paint Pale</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Core Paint</td>
<td>.Q</td>
<td>Paint: Light Gray</td>
</tr>
<tr>
<td>31</td>
<td>2</td>
<td>HCTL241L</td>
<td>Left-hand Cantilever 24&quot;D</td>
<td>$16.04</td>
<td>$32.08</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>OPEN OFFICE WORKSTATIONS Color Option</td>
<td>$(P1)</td>
<td>Custom</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Paint Color</td>
<td>.Q</td>
<td>Select P1 Paint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Core Paint</td>
<td>.Q</td>
<td>Paint: Light Gray</td>
</tr>
<tr>
<td>32</td>
<td>14</td>
<td>HEC50PL</td>
<td>L Connector 50H</td>
<td>$50.24</td>
<td>$703.36</td>
</tr>
</tbody>
</table>

**Tag Subtotal:** $50,507.37
<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>2</td>
<td>HEC50PT</td>
<td>T Connector 50H</td>
<td>$50.24</td>
<td>$100.48</td>
</tr>
<tr>
<td>34</td>
<td>6</td>
<td>HECVH15P</td>
<td>Variable Height Connector Kit 15H</td>
<td>$19.60</td>
<td>$117.60</td>
</tr>
<tr>
<td>35</td>
<td>10</td>
<td>HEFEC50P</td>
<td>Panel Finished End Covers 50H</td>
<td>$19.95</td>
<td>$199.50</td>
</tr>
<tr>
<td>36</td>
<td>10</td>
<td>HETC24</td>
<td>Panel Top Cap 24&quot;W</td>
<td>$12.83</td>
<td>$128.30</td>
</tr>
<tr>
<td>37</td>
<td>12</td>
<td>HETC36</td>
<td>Panel Top Cap 36&quot;W</td>
<td>$19.95</td>
<td>$239.40</td>
</tr>
<tr>
<td>38</td>
<td>5</td>
<td>HETC42</td>
<td>Panel Top Cap 42&quot;W</td>
<td>$21.03</td>
<td>$105.15</td>
</tr>
<tr>
<td>39</td>
<td>7</td>
<td>HETC48</td>
<td>Panel Top Cap 48&quot;W</td>
<td>$23.51</td>
<td>$164.57</td>
</tr>
<tr>
<td>40</td>
<td>3</td>
<td>HETP3536FP</td>
<td>Tackable Panel w/o TC 35H x 36W</td>
<td>$114.00</td>
<td>$342.00</td>
</tr>
<tr>
<td>41</td>
<td>3</td>
<td>HETP3542FP</td>
<td>Tackable Panel w/o TC 35H x 42W</td>
<td>$115.79</td>
<td>$347.37</td>
</tr>
</tbody>
</table>

Fabric Selection:
- $A  Gr A Fabric
- $APN FABRIC: Appoint
- $CORE SELECT Color: Nimbus
<table>
<thead>
<tr>
<th>Line</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>10</td>
<td>HETP5024DP</td>
<td>Tackable Top Tier Glass Panel w/o TC 50H x 24W</td>
<td>$192.03</td>
<td>$1,920.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tag For: OPEN OFFICE WORKSTATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fabric Selection</td>
<td>$(A)</td>
<td>Gr A Fabric</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gr A Fab</td>
<td>.APN</td>
<td>FABRIC: Appoint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Appointment Fabric Color</td>
<td>16</td>
<td>COLOR: Nimbus</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Paint Color</td>
<td>$(CORE)</td>
<td>PAINT: Select Core Paint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Core Paint</td>
<td>.Q</td>
<td>Paint: Light Gray</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Glass</td>
<td>.Q</td>
<td>Glass: Clear</td>
</tr>
<tr>
<td>43</td>
<td>9</td>
<td>HETP5036DP</td>
<td>Tackable Top Tier Glass Panel w/o TC 50H x 36W</td>
<td>$200.58</td>
<td>$1,805.22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tag For: OPEN OFFICE WORKSTATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fabric Selection</td>
<td>$(A)</td>
<td>Gr A Fabric</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gr A Fab</td>
<td>.APN</td>
<td>FABRIC: Appoint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Appointment Fabric Color</td>
<td>16</td>
<td>COLOR: Nimbus</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Paint Color</td>
<td>$(CORE)</td>
<td>PAINT: Select Core Paint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Core Paint</td>
<td>.Q</td>
<td>Paint: Light Gray</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Glass</td>
<td>.Q</td>
<td>Glass: Clear</td>
</tr>
<tr>
<td>44</td>
<td>2</td>
<td>HETP5042DP</td>
<td>Tackable Top Tier Glass Panel w/o TC 50H x 42W</td>
<td>$219.45</td>
<td>$438.90</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tag For: OPEN OFFICE WORKSTATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fabric Selection</td>
<td>$(A)</td>
<td>Gr A Fabric</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gr A Fab</td>
<td>.APN</td>
<td>FABRIC: Appoint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Appointment Fabric Color</td>
<td>16</td>
<td>COLOR: Nimbus</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Paint Color</td>
<td>$(CORE)</td>
<td>PAINT: Select Core Paint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Core Paint</td>
<td>.Q</td>
<td>Paint: Light Gray</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Glass</td>
<td>.Q</td>
<td>Glass: Clear</td>
</tr>
<tr>
<td>45</td>
<td>7</td>
<td>HETP5048DP</td>
<td>Tackable Top Tier Glass Panel w/o TC 50H x 48W</td>
<td>$229.43</td>
<td>$1,606.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tag For: OPEN OFFICE WORKSTATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fabric Selection</td>
<td>$(A)</td>
<td>Gr A Fabric</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gr A Fab</td>
<td>.APN</td>
<td>FABRIC: Appoint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Appointment Fabric Color</td>
<td>16</td>
<td>COLOR: Nimbus</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Paint Color</td>
<td>$(CORE)</td>
<td>PAINT: Select Core Paint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Core Paint</td>
<td>.Q</td>
<td>Paint: Light Gray</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Glass</td>
<td>.Q</td>
<td>Glass: Clear</td>
</tr>
<tr>
<td>46</td>
<td>3</td>
<td>HH871042</td>
<td>Electrical Pass-Thru w/o Power Block42&quot;x3-1&amp;2-2</td>
<td>$43.83</td>
<td>$131.49</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tag For: OPEN OFFICE WORKSTATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fabric Selection</td>
<td>$(A)</td>
<td>Gr A Fabric</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gr A Fab</td>
<td>.APN</td>
<td>FABRIC: Appoint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Appointment Fabric Color</td>
<td>16</td>
<td>COLOR: Nimbus</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Paint Color</td>
<td>$(CORE)</td>
<td>PAINT: Select Core Paint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Core Paint</td>
<td>.Q</td>
<td>Paint: Light Gray</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Glass</td>
<td>.Q</td>
<td>Glass: Clear</td>
</tr>
<tr>
<td>47</td>
<td>3</td>
<td>HH871048</td>
<td>Electrical Pass-Thru w/o Power Block48&quot;x3-1&amp;2-2</td>
<td>$43.83</td>
<td>$131.49</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tag For: OPEN OFFICE WORKSTATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fabric Selection</td>
<td>$(A)</td>
<td>Gr A Fabric</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gr A Fab</td>
<td>.APN</td>
<td>FABRIC: Appoint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Appointment Fabric Color</td>
<td>16</td>
<td>COLOR: Nimbus</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Paint Color</td>
<td>$(CORE)</td>
<td>PAINT: Select Core Paint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Core Paint</td>
<td>.Q</td>
<td>Paint: Light Gray</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Glass</td>
<td>.Q</td>
<td>Glass: Clear</td>
</tr>
<tr>
<td>48</td>
<td>4</td>
<td>HH871124</td>
<td>Electrical Pass-Thru Cable 25-1/2W 3-1 &amp; 2-2 Systems</td>
<td>$45.60</td>
<td>$182.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tag For: OPEN OFFICE WORKSTATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fabric Selection</td>
<td>$(A)</td>
<td>Gr A Fabric</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gr A Fab</td>
<td>.APN</td>
<td>FABRIC: Appoint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Appointment Fabric Color</td>
<td>16</td>
<td>COLOR: Nimbus</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Paint Color</td>
<td>$(CORE)</td>
<td>PAINT: Select Core Paint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Core Paint</td>
<td>.Q</td>
<td>Paint: Light Gray</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Glass</td>
<td>.Q</td>
<td>Glass: Clear</td>
</tr>
<tr>
<td>49</td>
<td>6</td>
<td>HH871236</td>
<td>Electrical Power Harness 36W 3-1 &amp; 2-2 Systems</td>
<td>$72.68</td>
<td>$436.08</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tag For: OPEN OFFICE WORKSTATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fabric Selection</td>
<td>$(A)</td>
<td>Gr A Fabric</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gr A Fab</td>
<td>.APN</td>
<td>FABRIC: Appoint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Appointment Fabric Color</td>
<td>16</td>
<td>COLOR: Nimbus</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Paint Color</td>
<td>$(CORE)</td>
<td>PAINT: Select Core Paint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Core Paint</td>
<td>.Q</td>
<td>Paint: Light Gray</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Glass</td>
<td>.Q</td>
<td>Glass: Clear</td>
</tr>
<tr>
<td>50</td>
<td>6</td>
<td>HH871501</td>
<td>Duplex Receptacle Circuit 1 3-1 &amp; 2-2 Systems</td>
<td>$15.33</td>
<td>$91.98</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tag For: OPEN OFFICE WORKSTATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fabric Selection</td>
<td>$(A)</td>
<td>Gr A Fabric</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gr A Fab</td>
<td>.APN</td>
<td>FABRIC: Appoint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Appointment Fabric Color</td>
<td>16</td>
<td>COLOR: Nimbus</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Paint Color</td>
<td>$(CORE)</td>
<td>PAINT: Select Core Paint</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Core Paint</td>
<td>.Q</td>
<td>Paint: Light Gray</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Select Glass</td>
<td>.Q</td>
<td>Glass: Clear</td>
</tr>
</tbody>
</table>

Prepared By: Mike Swanson

Packet Pg. 365
<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>51</td>
<td>6</td>
<td>H871504</td>
<td>Duplex Receptacle Circuit 4 3-1 &amp; 2-2 Systems</td>
<td>$15.33</td>
<td>$91.98</td>
</tr>
<tr>
<td>52</td>
<td>4</td>
<td>HH879072</td>
<td>Base In-Feed Cable Base 3-1 &amp; 2-2 Systems</td>
<td>$80.88</td>
<td>$323.52</td>
</tr>
<tr>
<td>53</td>
<td>12</td>
<td>HSCKTPS</td>
<td>Straight Connector Kit</td>
<td>$6.78</td>
<td>$81.36</td>
</tr>
<tr>
<td>54</td>
<td>6</td>
<td>HVFB23R</td>
<td>Box/Box/File 28H x 22 7/8D x 15W</td>
<td>$191.66</td>
<td>$1,149.96</td>
</tr>
<tr>
<td>55</td>
<td>10</td>
<td>HWSB2</td>
<td>Worksurface Bracket Kit</td>
<td>$16.39</td>
<td>$163.90</td>
</tr>
<tr>
<td>56</td>
<td>6</td>
<td>HVFF23R</td>
<td>File/File 28H x 22 7/8D x15W</td>
<td>$189.89</td>
<td>$1,139.34</td>
</tr>
<tr>
<td>57</td>
<td>6</td>
<td>HWCS3624P</td>
<td>Systems Corner Worksurface 36Wx24D Edgeband Straight</td>
<td>$185.96</td>
<td>$1,115.76</td>
</tr>
<tr>
<td>58</td>
<td>5</td>
<td>HWR2442P</td>
<td>Systems Rectangular Worksurface Edgeband 24D x 42W</td>
<td>$135.38</td>
<td>$676.90</td>
</tr>
<tr>
<td>59</td>
<td>7</td>
<td>HWR2448P</td>
<td>Systems Rectangular Worksurface Edgeband 24D x 48W</td>
<td>$143.93</td>
<td>$1,007.51</td>
</tr>
<tr>
<td>60</td>
<td>6</td>
<td>404B</td>
<td>OROBLANCO MID BACK TASK CHAIR. BLACK FRAME, BLACK MESH BLACK ARMS POLISHED CAST ALUMINUM</td>
<td>$273.00</td>
<td>$1,638.00</td>
</tr>
</tbody>
</table>

Tag For: OPEN OFFICE WORKSTATIONS

Prepared By: Mike Swanson
<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>6</td>
<td>HUM X22</td>
<td>M/Flex for M2.1 Monitor Arm, Dual Desk Mount (No Post)</td>
<td>$303.53</td>
<td>$1,821.18</td>
</tr>
</tbody>
</table>

**Tag For:** OPEN OFFICE WORKSTATIONS

- **Mount:** CM Two-Piece Clamp Mount with Base
- **Color:** S Silver with Gray Trim
- **Left Arm Style Link:** B Angled Link/Dynamic Link
- **Arm Style End Style:** T Standard Monitor Tile (one per monitor)
- **Left Arm Style VESA Bracket:** B Standard 100mm x 100mm, black
- **Arm Style End Style:** T Standard Monitor Tile (one per monitor)
- **Right Arm Style VESA Bracket:** B Standard 100mm x 100mm, black
- **Power Cord Plug Style:** NA North America

**Tag Subtotal:** $18,711.01

**TRAINING ROOM**

<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>62</td>
<td>21</td>
<td>ESPO 48459</td>
<td>SKU # 2472538 Espo Bonded Leaterr Managers Chair</td>
<td>$146.93</td>
<td>$3,085.53</td>
</tr>
</tbody>
</table>

**Tag For:** TRAINING ROOM

- **UPH:** Select Fabric $1 Grd 1 Uph
- **Select Upholstery for 5700** .GA GRADE: GA Fabric
- **Fabric Color Selection** 10 COLOR: Black
- **Frame Color Selection** ,T FRAME: Black

<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>63</td>
<td>1</td>
<td>MAX M-PP3060RE</td>
<td>Prepare REC TT 30Dx60W DISC 2/29/20 No Power Caddy</td>
<td>$156.48</td>
<td>$156.48</td>
</tr>
</tbody>
</table>

**Tag For:** TRAINING ROOM

- **Select Laminate Grade Opt** $(L1PTR) L1 Partnership Lam Opts
- **L1 Partnership Laminate Op** .WMC6 Grey Nebula 4622-60
- **Edg Cir opts** .EV Edg: Loft

<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>64</td>
<td>6</td>
<td>MAX M-PP3072RE</td>
<td>Prepare REC TT 30Dx72W DISC 2/29/20 No Power Caddy</td>
<td>$178.48</td>
<td>$1,070.88</td>
</tr>
</tbody>
</table>

**Tag For:** TRAINING ROOM

- **Select Laminate Grade Opt** $(L1PTR) L1 Partnership Lam Opts
- **L1 Partnership Laminate Op** .WMC6 Grey Nebula 4622-60
- **Edg Cir opts** .EV Edg: Loft

<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>65</td>
<td>7</td>
<td>MAX M-PPFLIP30L</td>
<td>Prepare Flip Top Base for 30D x 60/72W Tops</td>
<td>$214.50</td>
<td>$1,501.50</td>
</tr>
</tbody>
</table>

**Tag For:** TRAINING ROOM

- **Pnt Grd Opts** $(CORE) MAX Core Cir Opts
- **Paint Opts** ,MPBL Black

<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>66</td>
<td>2</td>
<td>MVD MMST3642</td>
<td>Double Storage Cabinet 2-Doors, 2-Adj Shelves, 20x36x42</td>
<td>$431.56</td>
<td>$863.12</td>
</tr>
</tbody>
</table>

**Tag For:** TRAINING ROOM

- **Color Option** (STSESDBC) All Standard Color
- **Standard Top Color** (GRY) White Nebula
- **Standard Edge Color** (GRY) Black
- **Standard Door/Drawer Color** (GRY) Graphite Nebula
- **Standard Chassis Color** (GRY) Graphite Nebula
- **Cabinet Door Handle Selection** MM HSB Crct- Rnd Contour Black (2)
- **Door Lock Option** ~ No Selection of Option
- **Cartoning Charges** ~ No Cartoning

**Tag Subtotal:** $6,677.51

**x-Freight**

---

Prepared By: Mike Swanson

12-3-19 R-1 SPEC County of Sutter-SW Bi-106242.visual.sp4

Attachment: 12-3-19 Quote Sutter County Assessor Office (2422- Approval in the amount of $94,266.44 to purchase furniture for the 1190 Civic
<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>07</td>
<td>1</td>
<td></td>
<td>MAVERICK DESK FREIGHT Quote 10.28.19 To Amazing Installations 5400 Warehouse Way #A Sacramento CA 95826</td>
<td>$2,769.47</td>
<td>$2,769.47</td>
</tr>
</tbody>
</table>

*Tag For:* x-Freight

**Tag Subtotal:** $2,769.47

**y - Sales Tax**

<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>Sell $</th>
<th>Ext Sell $</th>
</tr>
</thead>
<tbody>
<tr>
<td>68</td>
<td>1</td>
<td>California State Sales Tax</td>
<td>7.25% Taxable Items Total $87,894.49</td>
<td>$6,372.35</td>
<td>$6,372.35</td>
</tr>
</tbody>
</table>

*Tag For:* y - Sales Tax

**Tag Subtotal:** $6,372.35

**Total Sell:** $94,266.84

**Special Instructions**

**Return Policy:** Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

**Additional Instructions**

The above pricing is based on Sourcewell Contract # 031715-SCC

By signing this quote, the customer authorizes the procurement of the products and services contained herein.

This sale is subject to the Staples Workplace Studio Terms and Conditions attached.

**Total Sell:** $94,266.84
These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are incorporated, form a binding agreement between Staples and Buyer.

1) PRICES OF PRODUCTS AND SERVICES. Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples’ written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs, and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples’ prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted.

2) TERM. Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days’ prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

3) DESIGN. Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples’ written consent.

4) SHIPPING. Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

5) RISK OF LOSS AND DAMAGE. Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer’s agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.

6) DELIVERY AND INSTALLATION. If delivery and installation are part of this sale, the following provisions shall apply:

   A. Installation Site Condition - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.

   B. Installation Site Services - Electricity, heat, and elevator service will be furnished at Buyer’s expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.

   C. Special Packaging or Handling - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.

   D. Delivery/Installation - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer’s request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.

   E. Storage Space - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer’s expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

7) INSTALLATION DELAYS. If construction delays or other causes not within Buyer’s or Staples’ control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

8) COMPLETION OF INSTALLATION. Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation “Service Report”. Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

9) CHANGE ORDER/CANCELLATION. Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer’s written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

10) RETURNS POLICY. Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

11) PAYMENT. Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g., weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted.

Prepared By: Mike Swanson

12-3-19 R-1 SPEC County of Sutter-SW Bi-106242.visual.sp4

12/3/2019 5:13:19PM
accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys’ fees.

12) TAXES. Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

13) LIMITED WARRANTY. Staples will pass through all manufacturers’ warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

14) LIMITATION OF LIABILITY. Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples’ liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

15) CONFIDENTIALITY. The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party’s customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

16) Press Releases and Advertisements. Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

17) SECURITY INTEREST. Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to perfect Staples’ security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples’ representative at reasonable times. Buyer shall procure and maintain extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

18) INDEMNIFICATION. Each party (“Indemnifying Party”) shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents (“Indemnified Party”) from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party’s grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

19) FORCE MAJEURE. Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

20) ASSIGNMENT. Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who assigns these T&Cs is bound to all the terms and conditions contained herein.

21) INSURANCE. Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least $1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than $1,000,000 combined single limit per occurrence; (iii) employer’s liability insurance, the limits of which shall not be less than $1,000,000; (iv) workers’ compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of $4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples’ products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer’s subrogation rights against Buyer and Buyer’s landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; and (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer’s landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

22) Governing Law. The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

23) TERMS AND CONDITIONS OF AGREEMENT. These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party’s order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer’s ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.

Prepared By: Mike Swanson

12-3-19 R-1 SPEC County of Sutter-SW Bi-106242.visual.sp4

12/3/2019 5:13:19PM

Packet Pg. 370

Attachment: 12-3-19 Quote Sutter County Assessor Office   (2422 : Approval in the amount of $94,266.84 to purchase furniture for the 1190 Civic
GENERAL NOTES
1. These drawings are conceptual and for furniture placement only. An architectural seal is required for all demolition and construction needs including electrical and data.
2. Staples will provide blocking requirements, in writing, to the G.C. for required furniture pieces (typically wall mounted overheads) prior to the completion of drywall installation.
3. All locked storage in private offices and open areas (workstations) will be keyed alike per room or workstation unless otherwise noted.
4. The customer’s I.T. vendor is responsible for providing and installing all data cabling, data jacks and faceplates, and must coordinate with the furniture operations team/installers.
5. The customer is responsible for supplying an electrician to connect the building to any powered furniture systems via Staples supplied electrical whips where indicated.
6. 2+2 electrical is standard for systems furniture unless otherwise requested.
7. Where necessary, floor core and wall in-feed locations will be provided based upon the furniture plan from Staples Business Advantage in coordination with the building shell provided by the client/architectural firm. Overall dimensions are to be field verified and compared to the dimensions shown before any drilling occurs. If any overall dimension does not match the provided dimensions within a tolerance of +/- 3”, please immediately notify Staples Business Advantage to assess and adjust furniture placement and wiring as needed.
GENERAL NOTES

1. These drawings are conceptual and for furniture placement only. An architectural seal is required for all demolition and construction needs including electrical and data.

2. Staples will provide blocking requirements, in writing, to the G.C. for required furniture pieces (typically wall mounted overheads) prior to the completion of drywall installation.

3. All locked storage in private offices and open areas (workstations) will be keyed alike per room or workstation unless otherwise noted.

4. The customer’s I.T. vendor is responsible for providing and installing all data cabling, data jacks and faceplates, and must coordinate with the furniture operations team/installers.

5. The customer is responsible for supplying an electrician to connect the building to any powered furniture systems via Staples supplied electrical whips where indicated.

6. 2+2 electrical is standard for systems furniture unless otherwise requested.

7. Where necessary, floor core and wall in-feed locations will be provided based upon the furniture plan from Staples Business Advantage in coordination with the building shell provided by the client/architectural firm. Overall dimensions are to be field verified and compared to the dimensions shown before any drilling occurs. If any overall dimension does not match the provided dimensions within a tolerance of +/- 3”, please immediately notify Staples Business Advantage to assess and adjust furniture placement and wiring as needed.
11-25-2019 County of Sutter BI-106242 FINISH SELECTIONS

Note: All seating in black

Training Room

- Storage Cabinets: Gray, black Crescent
- Table Laminate: Grey Nebula
- Table Edge: Loft
- Table Base: Black

Offices & Meeting Room

- Desk Laminate & Storage Handles: White Nebula, Black
- Desk Edge & Base: Graphite Nebula, Silver
- Monitor Arms: Silver
- Hutch & Table Base: Graphite Nebula

Open Area Workstations

- Desk Laminate & Desk Edge: White Nebula, Light Gray
- Panels & Glass: Appoint Nimbus, Clear

Break Room

- Table Laminate: Silver Mesh
- Table Edge: Loft
- Table Base: Silver

Attachment: County of Sutter Finishes BI-106242  (2422 : Approval in the amount of $94,266.84 to purchase furniture for the 1190 Civic Center)
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Neal Hay, Director of Development Services
Department: Development Services
Subject: Approval of the list of pre-qualified prime contractors for the Health & Human Services Building Project located at 850 Gray Avenue; approval of an amendment to the Independent Contractor Agreement with Jacobs Project Management Company for construction assistance services; authorization for the Director of Development Services to execute the amendment; and approval of an amendment to the Fiscal Year 2019-20 Adopted Budget in the amount of $1,352,759 (4/5 vote required) (BTV Pending)

Recommendation

It is recommended that the Board of Supervisors:

1. Approves the prepared list of Prime Contractors (General Contractors) for designation as the only prime contractors that can submit a bid proposal for the Health & Human Services Building Project; and,

2. Amends the Independent Contractor Agreement with Jacobs Project Management to increase the total compensation by $1,352,759, to a total amount of $1,757,375; and,

3. Authorizes the Director of Development Services to execute the agreement amendment; and,

4. Approves the Budget Amendment in the amount of $1,352,759 to the FY 2019-20 Adopted Budget (4/5 Vote Required)

Background

The Health and Human Services (HHS) 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. 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.

Discussion

The Health and Human Services Building Project will require a general contractor with specific experience to construct the planned facility improvements within a reasonable timeframe and cost. The County's
Construction Manager, Jacobs, prepared a questionnaire with required document submittals which allowed the County to select a group of contractors that can construct the improvements at a higher standard of performance than is typically expected or encountered on County Facility Capital Improvement Projects.

Following the submissions of the prequalification packages, the Department and the construction manager reviewed and scored the submittals against published criteria. The Department received a total of seven submissions and all companies are recommended for designation as a “prequalified prime contractor”. The list of recommended companies is as follows:

1) Ascent Builders, Inc. Sacramento, CA License 777618
2) Bobo Construction Elk Grove, CA License 183537
3) Broward Builders Woodland, CA License 602146
4) F&H Construction Lodi, CA License 293306
5) Hilbers Incorporated Yuba City CA License 547970
6) Roebbelen Contracting, Inc. El Dorado Hills CA License 734124
7) Sletten Construction Company Las Vegas NV License 446809

The Department is currently administering an existing Independent Contractor Agreement with Jacobs Project Management Company as they assist the County in preparing for construction by attending ongoing design meetings, providing input regarding value engineering cost considerations and budgetary considerations, and assisting with the pre-qualification of prime contractors. The Department recommends the existing Independent Contractor Agreement be amended to include all aspects of construction management services for the duration of the project.

Construction of the project is expected to begin in the summer of 2020 and be completed in the spring of 2022.

Prior Board Action

September 10, 2019: Authorized a request for Prime Contractor Prequalification

May 28, 2019: Waived the requirement for a Request for Proposals for consultant selection, Approved an Independent Contractor Agreement with Jacobs Project Management, Co. for construction management consulting services; Authorized a Budget Amendment the FY 2018-19 Adopted Budget, Authorized the Director of Development Services to execute an Independent Contractor Agreement and administer it in accordance with the provisions of the Sutter County Ordinance Code and the State Public Contract Code.

May 14, 2019: Authorized Amendment #2 to the Independent Contractor Agreement with Calpo, Hom & Dong Architects; and Authorized the Director of Development Services to execute the Amendment.

April 23, 2019: Authorized Amendment #1 to the Independent Contractor Agreement with Calpo, Hom & Dong Architects; and Authorized the Director of Development Services to execute the Amendment.

October 9, 2018: Approved Construction Change Orders #3 and #4 with AFM Environmental, Inc. for the 850 Gray Avenue Hazardous Material Abatement Project.

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: Authorized 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

After considering various alternatives, the recommended actions best serve the needs and interests of the County.

If the Board chooses to not approve the pre-qualified contractor listing, it will offer less-qualified contractors the opportunity to submit bids for the Project and may expose the County to greater construction risks.

The complexity of the project requires involvement from the construction manager to oversee and coordinate the efforts of the general contractor and the County’s project designer, Calpo, Hom & Dong Architects. The Department has made every effort to negotiate work scopes and fees that are reasonable and within the existing project budget.

Other Department and/or Agency Involvement

The Department continues to coordinate with the Health and Human Services Department regarding the facility improvement project. The County Counsel’s Office has reviewed the draft agreement amendment.

Action Following Approval

The Department will notify the approved contractors of their designation as a pre-qualified contractor and will provide the expected bid solicitation schedule for the project.

The Department will also provide the agreement amendment to the consultant for execution and will continue to administer the agreement.

Fiscal Impact

There is no impact to the General Fund.

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 C181806001 (rent, utilities, etc.).
The attached budget amendment increases appropriations on Fund (0016) Capital Projects, Budget unit 1-806, Human Services Building, account 52180, Professional/Specialized Services, and account 48610, Operating Transfer in – Non-Major, project ledger C171806001. Additionally it transfers the funding out of Fund (0103) Development Impact Fee – Health/Social and Fund (0248) Local H&W Trust – Social Services.

To date, $3,131,787 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).

Sufficient funds are available to cover the costs for the agreement amendment with Jacobs Project Management Company.

**Countywide Goals & Top Priorities Compliance**

Work accomplished for the design and construction 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.

**Standing Committee Review**

The existing Agreement with Jacobs Project Management expires on December 31, 2019. Due to the time sensitive nature of this item, this item was not presented at the Public Works/Support Services Committee. The County Administrator concurs with this recommendation.

Respectfully Submitted,

/s/ Neal Hay  
Director of Development Services

**Attachments:**
1. Jacobs Amendment No. 1
2. Budget Amendment Request
AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT

This Amendment No. 1 to Independent Contractor Agreement ("Amendment") is between Jacobs Project Management Co. ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). This Amendment modifies the Independent Contractor Agreement entered into on May 28, 2019 between Consultant and County, and which is attached to this Amendment as Attachment 2 and collectively referred to as the "Agreement".

RECITALS

A. The parties to this Amendment entered into the Agreement to retain Consultant to provide Agency Construction Management services during the design and construction of the Tenant Improvements at 850 Gray Avenue for the Health & Human Services Department Project; and

B. The parties now desire to increase the scope and compensation of the Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective December 17, 2019:

1. Scope of Work: Section 1, Exhibit “A” of the Agreement shall be modified to include the following additional work:

   Additional Scope of Work provided by Consultant on December 4, 2019 and attached to this Amendment as Attachment 1.

2. Term: Section 2 – Services under this Agreement shall continue until May 31, 2022, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation: The total compensation of the Agreement shall be increased by $1,352,759.00 for Additional Scope of Work. Consequently, Section 3C of the Agreement shall be deleted in its entirety and replaced with following:

   The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed One million, Seven-Hundred Fifty-Seven Thousand, Three-Hundred Seventy-Five dollars ($1,757,375.00). 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.

All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

COUNTY OF SUTTER                                      CONSULTANT

By: __________________________                     By: __________________________

NEAL HAY                                      Jacobs Project Management Co.
Director

DATE: __________________________               DATE: __________________________

APPROVED AS TO FORM:

________________________________________
COUNTY COUNSEL OFFICE
ATTACHMENT 1

ADDITIONAL SCOPE OF WORK/PROPOSAL
DATED DECEMBER 4, 2019
SCOPe OF WORK

The responsibilities of the Consultant include all necessary tasks to effectively manage, oversee and inspect the construction work to assure compliance with the contract documents. Provided services will also include the review of design documents, attendance at design review meetings, constructability reviews and value engineering studies. The Construction Management Consultant shall receive compensation for its services in a Lump Sum, on a mutually agreed schedule over the Design, Construction and Post-Construction phases. Compensation for additional services as needed or as determined will be based on a proposal with an amount and terms agreeable to the County and Consultant. A minimum list of mandatory responsibilities and services is as follows:

3. Construction Phase
   a. Project Management: The CM shall conduct a pre-construction conference to review the project reporting procedures and other requirements for the performance of the work. The CM shall periodically conduct on-site coordination meetings with the Contractor, Designer and the County. The CM may authorize minor variations in the work from the requirements of the Contract Documents that do not involve an adjustment in the Contract Price or Time and which are consistent with the Contract Documents. The CM shall provide copies of authorizations to the County and Designer. The CM shall track and distribute dispute decisions between the County and the Contractor concerning the acceptance of the Work, and the interpretation of the Contract Documents in performing the Work. The CM shall receive and organize the operation and maintenance manuals, warranties and guarantees from the Contractor and deliver the originals to the County and a copy to the Designer. The CM shall determine when the Contractor’s work is substantially complete and shall consult with the Designer to prepare a list of incomplete or non-conforming work for inclusion with the Certificate of Substantial Completion. The CM shall consult with the County and the Designer to determine when the Contractor’s Work and the Project is complete and shall issue a Notice of Completion.

   b. Master Schedule: The CM shall update and maintain the project schedule after discussions with the Contractor. Over the course of the Work, the CM will notify the County of any issues or conflicts which will affect the project and/or construction schedule and propose options to reduce the impact of delays. The CM shall prepare and distribute schedules that compare actual progress with the contractor’s scheduled progress and make recommendations as needed to the County for corrective action.

   c. Management Information System: The CM shall update the Management Information System (MIS) to include the Contractor in all appropriate communication between the County, Designer and the CM.

   d. Contract Administration: The CM shall maintain an onsite project team to provide contract administration as the County’s agent. The CM shall implement
coordination and communication procedures among the Owner, CM, Designer and Contractor as a continuation of the procedures established during the Design Phase. The CM shall maintain a submittal register and will receive, review, process, and maintain all documents associated with the project contracts. Including but not limited to clarifications of the Contract Documents, shop drawings, samples, submittals, contract schedule adjustments, change order proposals, substitution proposals and payment applications. The CM shall examine the Contractor’s requests for information, shop drawings, samples and submittals and forward the request to the Design team along with comments from the CM concerning the cost and schedule impacts. The CM shall transmit appropriate information received from the Designer to the Contractor.

c. **Technical Inspection and Testing:** The CM will provide personnel or subcontract with qualified firms to perform all on-site acceptance testing for all trades and building systems to assure compliance with all regulatory codes and the Contract Documents. The CM shall establish and maintain a program to monitor the quality of the Work. The CM shall require each contractor working onsite to submit a work safety program for review and coordination. The CM shall oversee the initial operation, testing, adjusting and balancing for all new and renovated systems as part of the Work.

d. **Change Orders:** The CM shall implement and maintain a change order control system. The CM shall review and evaluate the contents of all requested changes to the contract time or price and shall make recommendations to the County regarding all proposed change orders. The CM shall observe and verify extra work performed on a time and material basis by the Contractor and the CM shall request cost records for payroll, materials and equipment. Only the County shall execute change orders for changes to the Contract with the Contractor. The CM shall also provide the Designer with copies of all approved change orders.

e. **Time and Cost Control:** The CM shall insure the Contract Documents contain payment and time correction methods. The CM shall review the Contractor’s construction schedule and its completion dates for compliance with the requirements of the CM’s Master Project Schedule. On a monthly basis, the CM shall evaluate the percentage of complete work and shall provide a Construction Schedule report for distribution to the County, Designer and Contractor. The CM and Contractor shall agree on a schedule of values and the schedule shall serve as the basis for the allocation of the Contract price to the Contractor’s schedule activities. The CM shall review the progress payment applications and shall make adjustments to coincide with the percent of completed Work. The CM shall prepare and distribute cost reports of actual project costs compared with the Construction budget.

4. **Post-Construction Phase**

   a. **Record Documents:** The CM shall coordinate the submittals of all information from the Contractor to the Designer for the preparation of the As-Built record
drawings. The CM shall compile and organize all manufacturer's operations and maintenance manuals, warranties, guarantees and certificates and shall index and bind the documents for submittal to the County.
b. **Occupancy Plan:** The CM shall prepare and monitor a schedule for the County to begin operations of the newly constructed and renovated areas.
### JACOBS STAFFING PLAN

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td>David Roberts</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>480</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Manager</td>
<td>Al Tilghman</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>144</td>
<td>136</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>122</td>
<td>136</td>
<td>126</td>
<td>126</td>
<td>2462</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>Jonathan Gonzalez</td>
<td>176</td>
<td>160</td>
<td>164</td>
<td>176</td>
<td>160</td>
<td>164</td>
<td>168</td>
<td>168</td>
<td>160</td>
<td>160</td>
<td>164</td>
<td>176</td>
<td>160</td>
<td>166</td>
<td>166</td>
<td>160</td>
<td>160</td>
<td>164</td>
<td>176</td>
<td>160</td>
<td>166</td>
<td>166</td>
<td>160</td>
<td>166</td>
<td>4080</td>
</tr>
<tr>
<td>Engineering</td>
<td>Richard Bartenm</td>
<td>120</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>150</td>
</tr>
<tr>
<td>Estimating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prolight Management</td>
<td>Scott Hutton</td>
<td>10</td>
<td>10</td>
<td>12</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>270</td>
<td></td>
</tr>
<tr>
<td>Document Control</td>
<td>TBD</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety and Quality</td>
<td>Andrea Stassi</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>64</td>
<td></td>
</tr>
<tr>
<td><strong>FTE's</strong></td>
<td></td>
<td>1.75</td>
<td>1.45</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
</tr>
</tbody>
</table>

**CLARIFICATIONS TO PLAN**

1. This Staffing Plan shows the Jacobs Staff until December 2021.
2. All Materials, Supplies and Expenditures not included in base bid as noted above will be submitted as a Cost Plus Reimbursable expense with a 10% mark-up.

$ 1,352,759
ATTACHMENT 2

INDEPENDENT CONTRACTOR AGREEMENT
DATED MAY 28, 2019
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this 28th day of May, 2019, by and between Sutter County, a political subdivision of the State of California ("County"), and Jacobs Project Management Co. ("Consultant").

RECITALS:

A. County has determined that it is desirable to retain Consultant to provide Agency Construction Management services during the design and the construction of the Tenant Improvements at 850 Gray Avenue for the Health & Human Services Department; 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 agree 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 value engineering during construction document development, prime contractor pre-qualification, construction cost estimate, and bid solicitation assistance ("Services").

2. **Term.** Services under this Agreement shall commence on June 1, 2019 and shall continue until December 31, 2019, 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 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 Four-Hundred Four Thousand Six-Hundred Sixteen dollars ($404,616.00). 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:
Guadalupe Rivera
Sutter County Development Services
1130 Civic Center Boulevard
Yuba City, CA 95993
Telephone: (530) 822-7450

If to Consultant:
Jim Pace
Jacobs Project Management Co
2485 Natomas Park Drive, Suite 600
Sacramento CA 95833
Telephone: (916) 929-3323
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 but not limited to 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 directly to, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly 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.

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 therefrom, 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.

C. SAFETY: As between the Consultant and the construction contractors, the construction contractors shall remain solely responsible for construction safety. There are no third party beneficiaries of this Agreement. Consultant shall not have control over or charge of, and shall not be responsible for, the construction means, methods, techniques, sequences, or procedures utilized by the respective contractors."

D. WORK OF OTHERS: To the extent Consultant is responsible for review, evaluation and the proposing of recommendations concerning project design, budget, materials, sequencing and scheduling, shop drawings, claims, and other similar items performed or supplied by others, County agrees to release and hold Consultant harmless from any and all liabilities to any person or entity caused as a result of deficiencies in such items. County acknowledges that ultimate responsibility for deficiencies in such items shall be attributable to the person or entity providing such items irrespective of Consultant's review and evaluation of the same."

E. CONSTRUCTION PHASE SERVICES: If Consultant is called upon to observe the work of County's construction contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the contractors since these are solely the Construction Contractor's responsibility under contract for construction between County and Construction Contractor.

F. Constructability Review

a. Nothing in this Agreement shall be construed to mean that Consultant assumes any of the responsibilities or duties of the Design Professional. The Design Professional is solely responsible for the Project design and shall perform in accordance with the agreement between the Design Professional and the County.

b. Consultant is not responsible for providing, nor does Consultant control, the Project design or the contents of the design and construction documents. By performing the reviews described herein, Consultant is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design and construction documents. Consultants' actions in reviewing the Project design and design and construction documents and in making recommendations as provided herein are advisory only to the County. The Architect is not a third party beneficiary of Consultants' work described herein and the Architect remains solely responsible for the contents of the design drawings and design and construction documents. No warranty of
the design, either express or implied, is included or intended in the Constructability Review report.

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.
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: ____________________________
Issam Khalar
Authorized Representative

Title: Y. P., Reg. Mgr.

APPROVED AS TO FORM:

By: ____________________________
County Counsel, Sutter County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
EXHIBIT “A”
SCOPE OF WORK / PROPOSAL
SCOPE OF WORK
The responsibilities of the Consultant include all necessary tasks to effectively manage and coordinate the design and bid solicitation phases of the project to assure compliance with the contract documents. Provided services will also include the review of design documents, attendance at design review meetings, constructability reviews and value engineering studies. The Construction Management Consultant shall receive compensation for its services in a Lump Sum, on a mutually agreed schedule over the Design and Pre-Construction phases. Compensation for additional services as needed or as determined will be based on a proposal with an amount and terms agreeable to the County and Consultant. A minimum list of mandatory responsibilities and services is as follows:

1. Design Phase
   a. Master Schedule: The Construction Manager (CM) shall review and adopt the County’s project schedule and develop and maintain a more enhanced and detailed version until the project’s completion. The CM shall notify the County of any issues or conflicts which will affect the schedule and propose options to reduce the impact of delays. The CM shall prepare and distribute schedules that compare actual progress with scheduled progress for the Design phase and make recommendations as needed to the County for corrective action.

   b. Project and Construction Budget: The CM shall review and analyze the existing budget based on the proposed square footages, unit costs and existing building and site conditions. The CM shall notify the County of concerns, discrepancies and omissions and propose a revised budget. The CM shall prepare a construction cost estimate at the 90% completion of the Construction Drawings for review and discussion with the County. The CM shall suggest options and facilitate discussion with the County and the Designer to make changes to the design to remain within the construction budget at critical drawing review phases. The CM shall prepare and distribute project cost reports which indicate actual or estimated costs compared to the construction budget and make recommendations to the County for any needed corrective action. The CM shall maintain and distribute a report of County approved design changes and state the cost and schedule impact of the changes.

   c. Preliminary Estimate and Budget Analysis: The CM shall analyze and report the cost of various design and construction alternatives. The CM shall propose cost options related to efficiency, usable life, maintenance, energy and operation. The CM shall provide value engineering recommendations to the County and Designer on major construction components, including cost evaluations of alternative materials and systems.

   d. Management Information System: The CM shall develop, maintain and operate a Management Information System (MIS) to establish and maintain effective communication between the County, Designer and the CM.
e. **Design Document Review:**
   i. The CM shall attend planned monthly design review meetings during the Design Development phase and Construction Document phases (6 meetings expected). The meetings will be held at the County’s offices in Yuba City or at the Designer’s office in Sacramento. The CM shall prepare and distribute meeting minutes for each meeting.
   ii. The CM shall coordinate and expedite the flow of information between the County, Designer and others.
   iii. The CM shall review the design documents and make recommendations to the County and the Designer regarding constructability, scheduling, phasing, clarity and consistency of the project documents, and the possible separation of the project into contracts for various categories of work. The CM shall make recommendations to the County and the Designer regarding the phasing of the Work.
   iv. The CM shall propose Supplemental Conditions of the Construction Contract and General Conditions for materials and equipment for review and consideration by County.

f. **Regulatory Agency approval:** The CM shall assist with the coordination of the transmittal of documents to the required review agencies and shall advise the County of potential problems with the reviews and offer solutions to aid with their resolution. The CM shall be available to attend two project review meetings with reviewers.

2. **Project Advertisement Phase**
   a. **Prequalify bidders:** The CM will assist the County in developing possible bidder lists and in prequalifying bidders. The CM shall prepare and distribute questionnaires, analyze completed questionnaires, assist with interviewing possible bidders and bonding agents, and shall prepare recommendations for the County.

   b. **Advertisement:** The CM will assist the County in preparing and placing advertisements to solicit bids for the project. The CM shall maintain a list of bidders receiving bid documents and coordinate the distribution of bid documents through a local plan printing company (as needed). The CM shall conduct a pre-bid conference to explain the project requirements to the bidders. The CM shall receive all bid related questions and coordinate responses with the Designer. The CM shall prepare a cost estimate, when needed, for all addenda for review and approval by the County. After reviewing all responses for constructability, cost impact, scheduling impact and consistency with the Bid Documents, the CM will issue responses through addenda to each bidder receiving documents. The CM shall provide a copy of the project schedule or a summary construction schedule with phasing for the Jail operational needs to the Designer and the bidders.

   c. **Bid Award:** The CM shall assist the County in evaluating the bids for responsiveness and price. The CM shall evaluate the bids, including alternate bid
prices and unit prices, shall make a recommendation to the County regarding the award of the construction contract. The CM shall make recommendations concerning possible rejection of bids. The CM shall issue to the Contractor on behalf of the County the Notice of Award and the Notice to Proceed. The CM shall prepare and distribute a project cost report to compare the actual contract award prices with those costs in the construction budget.
EXHIBIT “B”
FEE SCHEDULE / PROPOSAL
DIRECT LABOR RATE SCHEDULE

The rates listed below are the basis for compensation for all required services, as listed in the contract language Articles, and will be escalated by 3% each January 1st.

<table>
<thead>
<tr>
<th>Billable Position Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td>$ 195.00</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$ 162.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$XXX.00</td>
</tr>
<tr>
<td>Engineer</td>
<td>$XXX.00</td>
</tr>
<tr>
<td>Estimator</td>
<td>$ 140.00</td>
</tr>
<tr>
<td>Scheduler</td>
<td>$ 145.00</td>
</tr>
<tr>
<td>Design Reviewers</td>
<td>$ 145.00</td>
</tr>
<tr>
<td>Document Control/Admin</td>
<td>$ 95.00</td>
</tr>
<tr>
<td>Safety / Quality</td>
<td>$XXX.00</td>
</tr>
</tbody>
</table>

*Project Schedule Staffing Plan indicating costs of $404,616 to be attached.
## FY 2019-20 Budget Amendment Request to Auditor

### Capital Projects 0016

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Account Name</th>
<th>Account 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>0016</td>
<td>1806 - Human Services Building</td>
<td>Professional/Specialized Srvcs</td>
<td>1806-00-52180/C1718060001-52180</td>
<td>$1,352,759</td>
<td></td>
<td></td>
<td></td>
<td>Increase appropriations for Jacobs contract</td>
</tr>
<tr>
<td>0016</td>
<td>1806 - Human Services Building</td>
<td>Operating Transfer in - Non Major</td>
<td>1806-00-48610/C1718060001-48610</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Transfer to 850 Gray Human Services Building project</td>
</tr>
<tr>
<td>0103</td>
<td>Development Impact Fee - Hlth/Social</td>
<td>Operating Transfer out-Non Major</td>
<td>0103-00-56210</td>
<td>$796,000</td>
<td></td>
<td></td>
<td></td>
<td>Transfer to 850 Gray Human Services Building project</td>
</tr>
<tr>
<td>0103</td>
<td>Development Impact Fee - Hlth/Social</td>
<td>Cancellation of Obligated FB</td>
<td>0103-00-49995</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Transfer to 850 Gray Human Services Building project</td>
</tr>
<tr>
<td>0248</td>
<td>Local H&amp;W Trust - Social Services</td>
<td>Operating Transfer out-Non Major</td>
<td>0248-00-56210</td>
<td>$556,759</td>
<td></td>
<td></td>
<td></td>
<td>Transfer to 850 Gray Human Services Building project</td>
</tr>
<tr>
<td>0248</td>
<td>Local H&amp;W Trust - Social Services</td>
<td>Cancellation of Obligated FB</td>
<td>0248-00-49995</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Transfer to 850 Gray Human Services Building project</td>
</tr>
</tbody>
</table>

Total: $2,705,518

---

Attachment: Budget Amendment Request (2424 : HHS Bldg Pre-Qual, Jacobs Amendment 1)
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Neal Hay, Director of Development Services
Department: Development Services
Subject: Approval of an Independent Contractor Agreement in the amount of $47,700 to Kimley-Horn; approval of an amendment to the Fiscal Year 2019-20 Adopted Budget in the amount of $47,700; and authorization for the Director of Development Services to execute and administer the agreement (4/5 vote required) (BTV Pending)

Recommendation

It is recommended that the Board of Supervisors:

1) Waives the requirement for a Request for Proposals for consultant selection under the provisions of County Ordinance 16-050; and

2) Approves an Independent Contractor Agreement with Kimley-Horn in the amount of $47,700 for On-Call Consultation and Plan Check Services; and

3) Approves a Budget Amendment in the amount of $47,700; and

4) Authorizes the Director of Development Services to execute the Agreement and administer it in accordance with the provisions of the Sutter County Ordinance Code and the State Public Contract Code.

Background

The Board of Supervisors approved the Sutter Pointe Specific Plan on June 30, 2009. The plan consists of multiple studies including, but not limited to, a conceptual drainage analysis, sewer study and domestic water study and will eventually involve all the documents required for the construction of the needed infrastructure. The Department’s Engineering Division has the primary responsibility to review and comment on the engineering documents, and staff has attempted to review project submittals. Unfortunately, due to the Department’s existing Capital Projects, the engineering staff have been unable to make any significant progress in reviewing and commenting on the Sutter Pointe plans.

Discussion

In an effort to augment Department staff, the Department contacted other local agencies seeking assistance and recommendations for plan check services. No other local agencies with experienced
staff were available or willing to commit to the expected workload for the project. Subsequently, the Department sought consultants to determine interest and common methodology towards development. The Department conducted an informal interview with members from the engineering firm Kimley-Horn, Sacramento CA. The firm offers a complete range of civil engineering services and are currently performing land development plan checking for other local agencies.

The Department recommends the County contract with Kimley-Horn to determine general conformance to engineering standards and design principals related to residential master plans, the available Sutter County design standards, the approved Specific Plan for the Sutter Pointe development, and the design standards of neighboring jurisdictions. Kimley-Horn’s team, which includes land development design professionals, civil engineers, traffic engineers, roadway design professionals, and CEQA professionals will be available to Sutter County for consultation as needed during the review of this project. The Department has a responsibility to review and respond in a timely manner to the documents provided by the Sutter Pointe developers. Currently, the Department is behind so we are expediting the execution of a contract with a very qualified firm, in an effort to reduce any further delays to this very important project. The intent of the staff augmentation is the assistance to County in review of civil engineering, planning and other documents, related to the proposed development of the Sutter Pointe development.

**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. It is recommended that the Board make this determination because this consultant agreement award will be made to an experienced consultant firm offering similar services to other jurisdictions.

**Prior Board Action**

January 22, 2019 – Award of Professional Services Agreements to Economic Planning Systems (EPS) and Environmental Science Associates (ESA).

October 9, 2018 – Advertised Request for Proposals (RFPs) for financial planning and establish an environmental review.

March 14, 2017 – Approved the Sutter Pointe Regional Wastewater Conveyance Project.

October 28, 2014 – Approved a Specific Plan amendment affecting the eastern plan area.

June 30, 2009 – Approved the Sutter Pointe Specific Plan.

**Board Alternatives**

No viable alternative recommendations are available. The Board could choose not to award the recommended agreement; however, aspects of the work are complicated and will require significant time from Department staff and outside expertise would still be required. Due to the necessity to complete the document reviews in a timely manner, the recommended actions represent the best alternative.

**Other Department and/or Agency Involvement**

The County Counsel’s Office reviewed the draft consultant services agreement.

**Action Following Approval**

The Department will provide the agreement to Kimley-Horn for execution.
Fiscal Impact

There is no impact to the General Fund. This Independent Contractor Agreement will be covered under the Tier 2 Entitlement Staff Funding Agreement with the Sutter Pointe Developers. The attached Budget Amendment request increases appropriations in Development Services Planning Budget Unit 2724-24, Professional and Specialized Services, account 52180 and Other Services, account 46313.

Countywide Goals & Top Priorities Compliance

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

- **Goal I**: Work in partnership with applicable property owners, developers, and service providers to ensure timely implementation of Sutter Pointe Specific Plan.
- **Priority No. 5 Sutter Pointe Specific Plan** – Continue to work with property owners and developers to process residential, industrial, and commercial development applications; compliance with Sutter Pointe Development Agreement requirements (including high quality development standards); and, Cooperate with applicable outside agencies as part of the due diligence process.

Standing Committee Review

Due to the urgency to award a consultant contract and reduce any further delays to the Sutter Pointe project document review, this matter was not discussed with the Public Works/Support Services Committee. The County Administrator concurs with this recommendation.

Respectfully Submitted,

s/ Neal Hay
Director of Development Services

Attachments:
1. Consultant Agreement
2. Budget Amendment Request
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this __________ day of ____________, 2019, by and between Sutter County, a political subdivision of the State of California ("County"), and Kimley-Horn and Associates ("Consultant").

RECITALS:

A. County has determined that it is desirable to retain Consultant to provide on-call development improvement plan check and review; 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 on-call development improvement plan check and review ("Services").

2. Term. Services under this Agreement shall commence on December 17, 2019, and shall continue until December 31, 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 Forty-Seven Thousand Seven-Hundred dollars ($47,700.00).** 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, P.E., Director  
Development Services Department  
1130 Civic Center Blvd  
Yuba City, California 95993  
Telephone: 530-822-7400

**If to Consultant:**

Sean Houck, P.E.  
Kimley-Horn and Associates  
555 Capitol Mall, Suite 300  
Sacramento CA 95814  
Telephone: 916-858-5800

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 upon payment for such 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 court costs, reasonable attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that to the extent arise out of, pertain to, or relate to 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. In no event shall the cost to defend charged to the Consultant exceed the Consultant’s proportional percentage of fault.

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 therefrom, 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) Except with respect to Professional Liability, 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, except with respect to Professional 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: _______________________

Neal Hay

Director of Development Services

CONSULTANT

By: _______________________

Authorized Representative

Title: _______________________

APPROVED AS TO FORM:

By: _______________________

County Counsel Office, Sutter County

Exhibits:

Exhibit A – Scope of Work
Exhibit B – Fee Schedule
EXHIBIT A

KIMLEY-HORN PROPOSAL / SCOPE OF SERVICES
DATED NOVEMBER 21, 2019
November 21, 2019

Mr. Neal P. Hay, P.E.
Director, Development Services
Sutter County
1130 Civic Center Blvd.
Yuba City, CA 95993

RE: Professional Services Agreement
     On-Call Consultation and Plan Check Services

Dear Mr. Hay:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to Sutter County, ("Client") for the above referenced project. The proposed services will be provided in accordance with the terms and conditions of the “Development Services Independent Contractor Agreement" that you provided to us under separate cover.

PROJECT UNDERSTANDING

Kimley-Horn understands that the County desires to retain a consultant for on-call services. Anticipated services are related to staff augmentation to assist the County in review of civil engineering, planning and other documents, mostly related to the proposed development of the Sutter Pointe development. This initial proposal is related to specific documents already submitted to Sutter County for review. It is our understanding that the County will be receiving further documents, including additional report, plans and calculations over the lifetime of the project design and permitting, and that the County will continue to request Kimley-Horn’s assistance in the review of those documents on an on-call basis.

Kimley-Horn shall be entitled to rely on the accuracy of all information provided by others in their performance under this scope.

The scope of services defined below represents our understanding of the tasks required.

SCOPE OF SERVICES

Task 1 – Grading Study Review
Kimley-Horn’s team will review the Phase 1A Grading Layout as prepared by Wood Rodgers, dated May 2019. We will provide a “high-level” review, with the intent of identifying any fatal flaws that may be present in the proposed design. We will review the plans for general conformance with our own knowledge of engineering standards and design principals related to residential master plans, the limited available standards of Sutter County, the approved Specific Plan for the Sutter Pointe development, and the design standards of neighboring jurisdictions, including Placer County and Sacramento County. The review will not include traditional detailed engineering plan check.
Task 2 – Report Review
Kimley-Horn's team will review the following reports as prepared by Wood Rodgers:

- Conceptual Drainage Analysis, dated June 17, 2019
- Level 1 Sewer Study, dated June 20, 2019
- Level 3 Sewer Study, dated June 13, 2019
- Domestic Water Study, dated August 23, 2019

We will provide a “high-level” review, with the intent of identifying any fatal flaws that may be present in the proposed design. We will review the reports for general conformance with our own knowledge of engineering standards and design principals related to residential master plans, the limited available standards of Sutter County, the approved Specific Plan for the Sutter Pointe development, and the design standards of neighboring jurisdictions, including Placer County and Sacramento County. The review will not include traditional detailed engineering plan check.

Task 3 – Meetings and Consultation
Kimley-Horn’s team, including land development civil engineering, traffic engineering, roadway design professional, and CEQA professionals will be available to Sutter County for consultation as needed during the review of this project, or other items as deemed necessary by the County. Our team will also be available to meet with the County, the development team, and the development team's engineers as needed to discuss the project. As the exact extent of these services is unknown, we have included approximately 40 hours of senior staff time in this scope at this time.

ADDITIONAL SERVICES

Any items requested that are not specifically noted in the above scope will be billed as additional services and performed at our then current hourly rates.
EXHIBIT B

KIMLEY-HORN PROPOSAL / FEES AND EXPENSES
DATED NOVEMBER 21, 2019
FEE AND EXPENSES

Kimley-Horn will perform the services for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, subconsultant costs, and other direct expenses will be billed at 1.15 times cost. We have estimated the reimbursable expenses to be $1,500. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client’s behalf, a separate invoice for such fees, with a 15% markup, will be immediately issued to and paid by the Client.

Fees and expenses will be invoiced monthly, as applicable, upon the percentage of services completed or actual services performed and expenses incurred. Payment will be due within 25 days of your receipt of the invoice. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

<table>
<thead>
<tr>
<th>Task #</th>
<th>Scope of Service</th>
<th>Estimated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Grading Study Review</td>
<td>$15,100</td>
</tr>
<tr>
<td>2</td>
<td>Report Review</td>
<td>$21,500</td>
</tr>
<tr>
<td>3</td>
<td>Meetings and Consultation</td>
<td>$11,100</td>
</tr>
<tr>
<td></td>
<td><strong>Total Labor Fee</strong></td>
<td><strong>$47,700</strong></td>
</tr>
</tbody>
</table>

Fee Summary Table
CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the consultant agreement. If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the space provided below, and return a hard copy or scanned copy to us. We will commence services only after we have received a fully executed agreement.

Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Sean T. Houck, PE
Fareed Pittalwala, P.E., QSD/P

Agreed to on this _____ day of _____, 2019.

Sutter County

By: ________________________________

______________________________
(Print or Type Name)

Title:
## Development Services Department
### FY 2019-20 Budget Amendment
#### FY 2019-20 Budget Amendment Request to Auditor
2724 - Planning & Building

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Account Name</th>
<th>Account 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>2724-24 Planning</td>
<td>Professional &amp; Specialized Services</td>
<td>2724-24-52180</td>
<td>$47,700</td>
<td></td>
<td></td>
<td></td>
<td>To budget expenditure appropriation and revenue for Sutter Pointe Consultant</td>
</tr>
<tr>
<td>0001</td>
<td>2724-24 Planning</td>
<td>Other Services</td>
<td>2724-24-46313</td>
<td></td>
<td>$47,700</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$47,700 $47,700 $0
**SUTTER COUNTY BOARD OF SUPERVISORS**  
Board Agenda Staff Report

<table>
<thead>
<tr>
<th>To:</th>
<th>Honorable Board of Supervisors</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Dan Flores, Supervisor, District 2</td>
</tr>
<tr>
<td>Department:</td>
<td>Board of Supervisors</td>
</tr>
<tr>
<td>Subject:</td>
<td>Approval of a one-time donation to of $5,000 to the Acting Company</td>
</tr>
</tbody>
</table>

**Recommendation:**

It is recommended the Board of Supervisors make a finding of a public purpose and approve a related one-time donation of $5,000 to the Acting Company.

**Background:**

The Acting Company was formed in 1983 and is the only community theater in our valley. They put on six Main Stage shows annually, which includes musicals, dramas and comedies, with all actors volunteering their services. The current show is "It's a Wonderful Life" which runs for another two weeks (Friday/Saturday evenings and Sunday matinee). Acting Company also puts on four to six Magic Theatre shows each year, featuring the youngsters in our community (ranging from small children to teenagers). Many of these Magic Theatre shows are written by local playwrights and have been proven to be very successful. In addition, they offer acting classes for various age groups and a summer session in which culminates in participation in to summer musicals (2020 will be "Mary Poppins."). The Acting Company is a non-profit 501 (c)(3) corporation, and depend on ticket sales, sponsorships from individuals and organizations, along with help from our local governments. They are located across from Yuba City High School at 815 B Street, Yuba City.

**Prior Board Action:**

The Board has donated money to the Acting Company in the past.

**Board Alternatives:**

The Board of Supervisors could donate a different amount or choose to not donate.

**Action Following Approval:**

If approved, payment will be made to the Acting Company.
Fiscal Impact:

The Non-Departmental Expenses budget unit is within the General Fund. There are adequate funds available in the Non-Departmental Expenses budget unit for FY 2019-20 to cover this cost.

Countywide Goals and/or Top Priorities Compliance:

This request aligns with Countywide Goal F: “Remain committed to community and cultural programs and services, such as Library, Museum, and Veterans services.”

Standing Committee Review:

This item does not require review by Committee per County Policy 305.

Respectfully Submitted,

S/ Dan Flores
Supervisor, District 2
As this is a discussion item, no back-up documentation was submitted
SUTTER COUNTY BOARD OF SUPERVISORS
Board Agenda Staff Report

To: Honorable Board of Supervisors
From: Steven Harrah, Treasurer-Tax Collector
Department: Treasurer-Tax Collector
Subject: Sutter County Pooled Investment Portfolio Report as of November 30, 2019

Attached is the Sutter County Pool Treasury Portfolio Report for the month ended November 30, 2019. This report is provided monthly to the Board of Supervisors and may also be found on the Treasurer and Tax Collector’s web page at:


All investments are in compliance with the Sutter County Investment Policy and will provide sufficient cash flow liquidity to meet estimated pooled treasury expenditures for the next six (6) months.

Respectfully Submitted,

S/ Steven Harrah
Treasurer-Tax Collector

Attachments:
1. INVESTMENT REPORT NOVEMBER 2019
December 9, 2019

To: Sutter County Board of Supervisors
Sutter County Pooled Money Investment Board

Re: Sutter County Investment Portfolio Report for November 30, 2019

Following is the Sutter County Investment Portfolio report as of November 30, 2019. The schedule includes all short-term, mid-term and long-term investments held at the conclusion of business on the final day of the month. The Sutter County Treasurer and Tax Collector is given authority over the pooled investment portfolio through Board delegation pursuant to Government Code §27000.1. Investment activities of the pooled treasury are governed by Government Code §53601 as incorporated in the Sutter County Investment Policy. Investment of the county’s, school districts’ and special district’s surplus funds start with the objective of safety of the principle to minimize possibility losses. Following safety is the liquidity objective to provide coverage of day to day operations and to meet contingency as they arise. The final objective is earning a reasonable return or yield on the funds invested. The Sutter County Investment Policy may be found on the Treasurer’s webpage at: https://www.suttercounty.org/assets/pdf/ttc/Investment_Policy_2019.pdf

As Treasurer and Tax Collector, I certify that this document reflects the government agencies' pooled investments and that all investments are in compliance with the County of Sutter Investment Policy.

The combined cash and investments in the county treasury total $216,233,991 and will provide sufficient cash flow liquidity to meet estimated pooled treasury expenditures for the next six months.

Invested treasury funds total $192,652,125 with $55,258,365 under the management of the Local Agency Investment Fund and California Asset Management Program. The Bank of New York, which provides third-party safekeeping services to Sutter County, provides market value data. The dollar-weighted average maturity of invested funds is 581 days.

Investments are selected based on criteria contained in the Sutter County Investment Policy, which emphasizes safety, liquidity, yield and diversification. Therefore, the interest rates will fluctuate, and the types of investments will vary depending upon county needs and market availability on a particular day.

Respectfully submitted,

Steven L. Harrah, CPA
Treasurer and Tax Collector
Sutter County Pooled Investment Portfolio  
November 30, 2019

![Pie chart showing investment portfolio composition.]

<table>
<thead>
<tr>
<th>Description</th>
<th>Book Value</th>
<th>Percentage of Managed Portfolio</th>
<th>Invested % of Pooled Portfolio</th>
<th>Average Days to Maturity</th>
<th>Average Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAMP</td>
<td>$23,732,098.80</td>
<td>12.32%</td>
<td>12.52%</td>
<td>1</td>
<td>2.05%</td>
</tr>
<tr>
<td>LOCAL AGENCY INVESTMENT FUND (COUNTY)</td>
<td>28,383,066.72</td>
<td>14.73%</td>
<td>14.98%</td>
<td>1</td>
<td>2.10%</td>
</tr>
<tr>
<td>LOCAL AGENCY INVESTMENT FUND (CEMETERY)</td>
<td>3,142,309.45</td>
<td>1.63%</td>
<td>-</td>
<td>1</td>
<td>2.10%</td>
</tr>
<tr>
<td>MEDIUM TERM NOTES</td>
<td>38,316,776.81</td>
<td>19.89%</td>
<td>20.22%</td>
<td>863</td>
<td>2.51%</td>
</tr>
<tr>
<td>AGENCY NOTES</td>
<td>99,076,083.25</td>
<td>51.43%</td>
<td>52.28%</td>
<td>782</td>
<td>1.87%</td>
</tr>
<tr>
<td><strong>TOTAL MANAGED INVESTMENTS</strong></td>
<td><strong>$192,652,125.03</strong></td>
<td><strong>100.00%</strong></td>
<td></td>
<td><strong>747</strong></td>
<td><strong>2.05%</strong></td>
</tr>
<tr>
<td>LESS: LAIF FUNDS NOT POOLED</td>
<td>3,142,309.45</td>
<td>1.63%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL POOLED INVESTMENTS</strong></td>
<td><strong>$189,509,815.58</strong></td>
<td><strong>98.37%</strong></td>
<td>100.00%</td>
<td>746</td>
<td>2.05%</td>
</tr>
</tbody>
</table>
The Pooled Treasury is comprised of 351 separate funds representing the County's General Fund, County Non-General funds, special districts, school districts and funds collected and held for the various PACE programs that are authorized by the City of Yuba City.

At the close of business November 30, 2019 pool participants' cash and investment balances consisted of the following:

- COUNTY GENERAL FUND: -5%
- COUNTY NON-GENERAL FUNDS: 56%
- SPECIAL DISTRICTS: 9%
- SCHOOL FUNDS: 40%
The pooled portfolio is comprised of three major classes of assets. At November 30, 2019 agency notes made up 55%, medium term notes represented 15% and funds under management within the Local Area Investment Fund (LAIF) and the California Asset Management Program (CAMP) completing the portfolio at 30%.

All assets are in compliance with the Sutter County Investment Policy and adhere to the requirements of California Government Code §§53601-§53645 and §16429.1-§16429.3, which relate to the investing in the Local Area Investment Fund (LAIF).

Within the three major classes of assets the portfolio is further diversified, again, operating within the constraints of California Government Code and the Sutter County Investment Policy. The chart below provides a quick glance of the portfolios' make up.
All investments conform to California Government Code §56301 with maturities of no more than five years.

Sutter County
Pooled Portfolio Aging
November 30, 2019

Investments in the pool must have and maintain a category rating of A or better, as prescribed in the Sutter County Investment Policy, with the exception of LAIF, which is authorized in GC §16429.1-§16429.3.
## SUTTER COUNTY
### INVESTMENT PORTFOLIO

November 30, 2019

<table>
<thead>
<tr>
<th>TREASURY NUMBER</th>
<th>INSTITUTION/BRANCH</th>
<th>CUSIP</th>
<th>MOODY'S</th>
<th>S&amp;P</th>
<th>BOOK VALUE</th>
<th>MARKET VALUE</th>
<th>PAR VALUE</th>
<th>INVESTED DATE</th>
<th>MATURITIES DATE</th>
<th>YIELD (%)</th>
<th>RATE (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-00A</td>
<td>CALIFORNIA ASSET MANAGEMENT</td>
<td>3136G3CT0</td>
<td>Aaa</td>
<td>AA+</td>
<td>5,999,708.65</td>
<td>6,000,000.00</td>
<td>6,000,000.00</td>
<td>3/15/2016</td>
<td>3/15/2021</td>
<td>2.0044%</td>
<td>1.75000%</td>
</tr>
<tr>
<td>2019-00B</td>
<td>LAIF-STATE POOL/SAC</td>
<td>3136G3CP0</td>
<td>Aaa</td>
<td>AA</td>
<td>4,000,000.00</td>
<td>3,997,720.00</td>
<td>4,000,000.00</td>
<td>4/26/2016</td>
<td>4/26/2021</td>
<td>1.72323%</td>
<td>1.70000%</td>
</tr>
<tr>
<td>2019-00C</td>
<td>LAIF-STATE POOL/SAC (Cemetery)</td>
<td>3136G3CG0</td>
<td>Aaa</td>
<td>AA</td>
<td>4,000,000.00</td>
<td>3,998,030.00</td>
<td>4,000,000.00</td>
<td>1/26/2016</td>
<td>1/26/2021</td>
<td>1.70000%</td>
<td>1.68000%</td>
</tr>
<tr>
<td>2019-01A</td>
<td>FEDERAL HOME LOAN BANK (FHLB)</td>
<td>3136G3CM0</td>
<td>Aaa</td>
<td>AA</td>
<td>2,998,000.00</td>
<td>3,000,000.00</td>
<td>3,000,000.00</td>
<td>1/26/2016</td>
<td>1/26/2021</td>
<td>1.70000%</td>
<td>1.68000%</td>
</tr>
<tr>
<td>2019-01B</td>
<td>FEDERAL HOME LOAN BANK (FHLB)</td>
<td>3136G3CN0</td>
<td>Aaa</td>
<td>AA</td>
<td>4,000,000.00</td>
<td>3,998,030.00</td>
<td>4,000,000.00</td>
<td>1/26/2016</td>
<td>1/26/2021</td>
<td>1.70000%</td>
<td>1.68000%</td>
</tr>
<tr>
<td>2019-01C</td>
<td>FEDERAL HOME LOAN BANK (FHLB)</td>
<td>3136G3CO0</td>
<td>Aaa</td>
<td>AA</td>
<td>4,000,000.00</td>
<td>3,998,030.00</td>
<td>4,000,000.00</td>
<td>1/26/2016</td>
<td>1/26/2021</td>
<td>1.70000%</td>
<td>1.68000%</td>
</tr>
<tr>
<td>2019-01D</td>
<td>FEDERAL HOME LOAN BANK (FHLB)</td>
<td>3136G3CP0</td>
<td>Aaa</td>
<td>AA</td>
<td>4,000,000.00</td>
<td>3,998,030.00</td>
<td>4,000,000.00</td>
<td>1/26/2016</td>
<td>1/26/2021</td>
<td>1.70000%</td>
<td>1.68000%</td>
</tr>
</tbody>
</table>

**TOTAL MANAGED FUNDS**

65,258,364.97

65,258,364.97

65,258,364.97

---

**AGENCIES NOTES**

2016-001/002 FANNIE MAE (FNMA) 3136G3CT0 Aaa AA+ 5,999,708.65 6,000,000.00 6,000,000.00 3/15/2016 3/15/2021 2.0044% 1.75000% 1.68000%
2016-003 FEDERAL HOME LOAN BANK (FHLB) 3136G3CP0 Aaa AA+ 4,000,000.00 3,997,720.00 4,000,000.00 4/26/2016 4/26/2021 1.72323% 1.70000% 1.68000%
2016-004 FEDERAL HOME LOAN BANK (FHLB) 3136G3CQ0 Aaa AA+ 4,000,000.00 3,998,030.00 4,000,000.00 4/12/2016 4/12/2021 1.70087% 1.68000% 1.68000%
2016-005 FEDERAL HOME LOAN BANK (FHLB) 3136G3CR0 Aaa AA+ 4,000,000.00 3,998,030.00 4,000,000.00 4/12/2016 4/12/2021 1.70087% 1.68000% 1.68000%
2016-006 FEDERAL HOME LOAN BANK (FHLB) 3136G3CS0 Aaa AA+ 4,000,000.00 3,998,030.00 4,000,000.00 4/12/2016 4/12/2021 1.70087% 1.68000% 1.68000%
2016-007 FEDERAL HOME LOAN BANK (FHLB) 3136G3CT0 Aaa AA+ 5,999,708.65 6,000,000.00 6,000,000.00 3/15/2016 3/15/2021 2.0044% 1.75000% 1.68000%

27.a

Packet Pg. 432


# Sutter County Pool Treasury Portfolio
## Transactions

For the Month ended November 30, 2019

### MANAGED FUNDS

<table>
<thead>
<tr>
<th>Treasury Number</th>
<th>Settlement Date</th>
<th>Broker</th>
<th>Asset</th>
<th>Rate</th>
<th>Purchase at Cost</th>
<th>Sale / Call</th>
<th>Maturities</th>
<th>Coupon Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-125</td>
<td>11/1/2019</td>
<td>CAMP</td>
<td>CAMP (2019-00a)</td>
<td>2.0500%</td>
<td>2,000,000.00</td>
<td>20,727.08</td>
<td>20,727.08</td>
<td></td>
</tr>
<tr>
<td>2019-126</td>
<td>11/1/2019</td>
<td>CAMP</td>
<td>CAMP (2019-00a)</td>
<td>2.0500%</td>
<td>20,727.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-127</td>
<td>11/5/2019</td>
<td>CAMP</td>
<td>CAMP (2019-00a)</td>
<td>2.0500%</td>
<td>5,000,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-131</td>
<td>11/6/2019</td>
<td>LAIF</td>
<td>LAIF (2019-008)</td>
<td>2.4500%</td>
<td>1,000,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-133</td>
<td>11/12/2019</td>
<td>CAMP</td>
<td>CAMP (2019-00a)</td>
<td>2.0500%</td>
<td>6,000,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-135</td>
<td>11/19/2019</td>
<td>LAIF</td>
<td>LAIF (2019-008)</td>
<td>2.4500%</td>
<td>2,000,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-137</td>
<td>11/20/2019</td>
<td>CAMP</td>
<td>CAMP (2019-00a)</td>
<td>2.0500%</td>
<td>2,000,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-138</td>
<td>11/22/2019</td>
<td>LAIF</td>
<td>LAIF (2019-008)</td>
<td>2.4500%</td>
<td>2,000,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total portfolio activity: 32,309,087.08, 29,482,742.32, 0.00

### PURCHASES/SALES/CALLS/MATURITIES

<table>
<thead>
<tr>
<th>Treasury Number</th>
<th>Settlement Date</th>
<th>Broker</th>
<th>Asset</th>
<th>Rate</th>
<th>Purchase at Cost</th>
<th>Sale / Call</th>
<th>Maturities</th>
<th>Coupon Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-122</td>
<td>11/1/2019</td>
<td>CANTOR</td>
<td>UNITED PARCEL SERVICE (UPS)</td>
<td>2.2000%</td>
<td>4,023,560.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-123</td>
<td>11/1/2019</td>
<td>CANTOR</td>
<td>SIMON PROP GP LP (SPG)</td>
<td>3.7500%</td>
<td>4,264,800.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016-149</td>
<td>11/4/2019</td>
<td>CALL</td>
<td>FREDDIE MAC (FHLMC)</td>
<td>1.5000%</td>
<td>4,000,000.00</td>
<td>30,000.00</td>
<td>30,000.00</td>
<td></td>
</tr>
<tr>
<td>2016-151</td>
<td>11/4/2019</td>
<td>CALL</td>
<td>FEDERAL HOME LOAN BANK (FHLB)</td>
<td>1.5000%</td>
<td>4,000,000.00</td>
<td>30,000.00</td>
<td>30,000.00</td>
<td></td>
</tr>
<tr>
<td>2019-128</td>
<td>11/20/2019</td>
<td>VINGEN</td>
<td>FREDDIE MAC (FHLMC)</td>
<td>2.0000%</td>
<td>4,000,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-129</td>
<td>11/19/2019</td>
<td>JAFFRAY</td>
<td>FREDDIE MAC (FHLMC)</td>
<td>2.0000%</td>
<td>2,000,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-130</td>
<td>11/14/2019</td>
<td>WEDBUSH</td>
<td>FREDDIE MAC (FHLMC)</td>
<td>2.0500%</td>
<td>2,000,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-132</td>
<td>11/18/2019</td>
<td>FHN</td>
<td>JP MORGAN CHASE BANK NA (JPM)</td>
<td>2.1000%</td>
<td>2,000,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016-100</td>
<td>11/13/2019</td>
<td>CANTOR</td>
<td>WELLS FARGO &amp; CO. (WFC)</td>
<td>2.1000%</td>
<td>3,982,742.32</td>
<td>44,144.35</td>
<td>44,144.35</td>
<td></td>
</tr>
<tr>
<td>/ 17/099</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-136</td>
<td>11/27/2019</td>
<td>CANTOR</td>
<td>JP MORGAN CHASE &amp; CO</td>
<td>2.3000%</td>
<td>4,000,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017-135</td>
<td>11/28/2019</td>
<td>CALL</td>
<td>FEDERAL HOME LOAN BANK (FHLB)</td>
<td>2.0000%</td>
<td>3,000,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017-136</td>
<td>11/28/2019</td>
<td>CALL</td>
<td>FREDDIE MAC (FHLMC)</td>
<td>2.0000%</td>
<td>3,000,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total coupons from bonds: 182,623.23
Total coupons received this period: 307,494.66