



REQUEST FOR PROPOSAL

Engineering Design Services for the Sutter Bypass East Levee Project (SBFCA-RFP-22-01)

October 5, 2022

An electronic copy of the Proposal must be received **by 4:00 p.m. on Friday, November 4, 2022.** Proposals received after the deadline will not be considered.

Submit via email to: Mr. Michael Bessette
Executive Director
m.bessette@sutterbutteflood.org

Mailing Address: Post Office Box M
Yuba City, CA 95992

Physical Address: 1445 Butte House Road, Suite B
Yuba City, CA 95992

I. Introduction

Sutter Butte Flood Control Agency (SBFCA) is inviting qualified firms to submit a cost proposal and other materials to be considered for selection to provide engineering design services for repairs to approximately 5.2 miles of the Sutter Bypass East Levee. The repairs are needed to address known through seepage, under seepage, and landside slope stability deficiencies. The work shall include, but not be limited to, geotechnical assessment of existing information and levees, design of the proposed improvements, and preparation of the plans, specifications, and engineer's cost estimate for bidding by qualified contractors.

II. Background

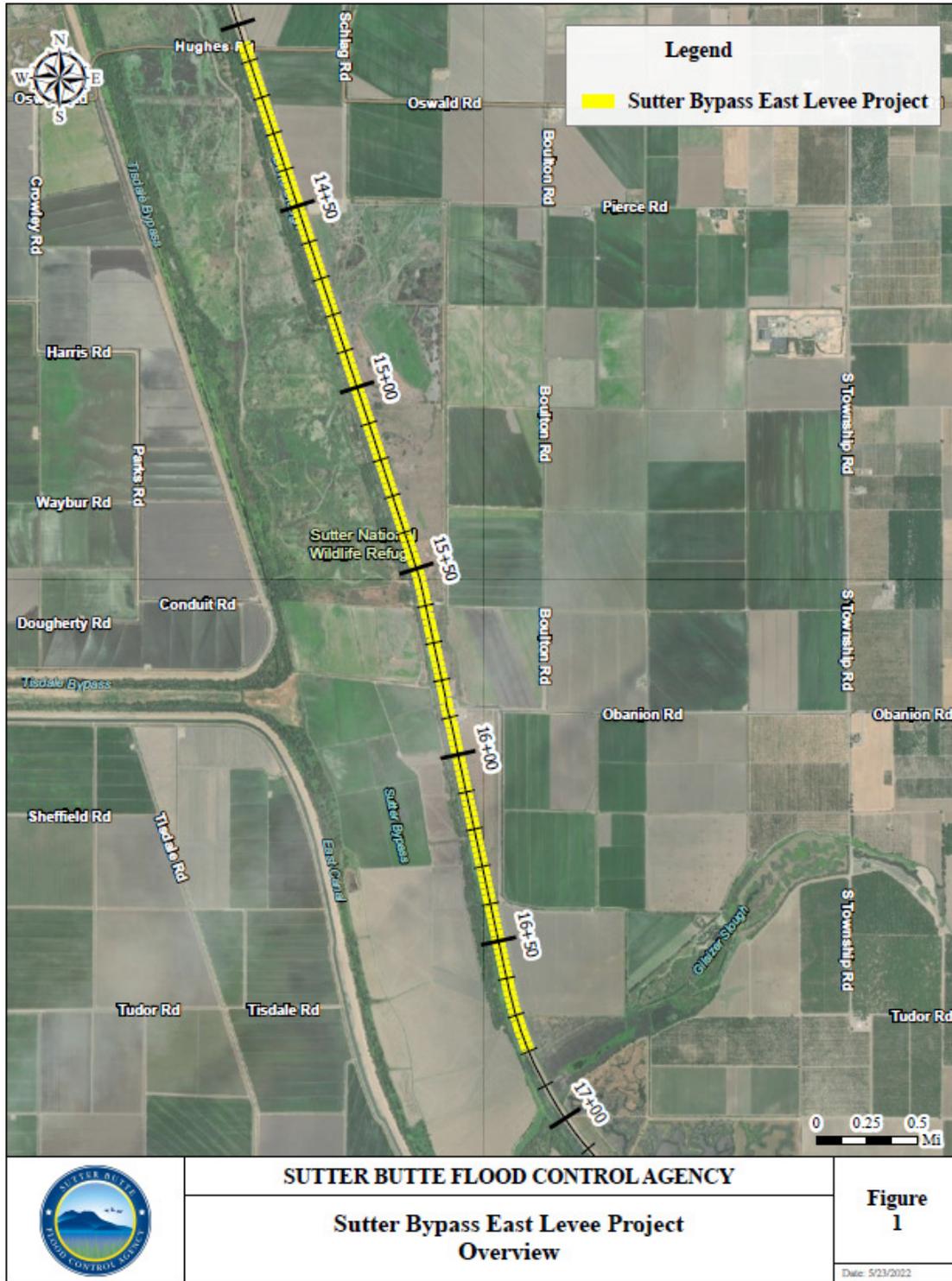
SBFCA is a Joint Powers Authority (JPA) that was created in June 2007 between Sutter County, Butte County, Yuba City, Live Oak, Gridley, Biggs, Levee District 1, and Levee District 9 for the purpose of addressing flood protection for the Sutter-Butte basin. SBFCA has a thirteen-member Board of Directors with representation from Sutter and Butte County, the Cities of Yuba City, Live Oak, Gridley and Biggs, and Levee District's 1 and 9. SBFCA's mission is to reduce and manage the region's flood risk and the agency has the authority to finance and construct regional levee improvements to protect the more than 30,000 properties that lie within the Sutter Basin. Information associated with SBFCA's overall programs and objectives is available at: <http://sutterbutteflood.org>.

The east and south boundaries of the Sutter-Butte basin is protected by the Feather River West Levee system, and the west side of the basin is protected by the Wadsworth Canal East Levee and the Sutter Bypass East Levee. The basin levees were evaluated by the California Department of Water Resources (DWR) as part of a system wide levee evaluation program between 2008 and 2015. DWR's evaluation identified historic performance issues and concluded that the levees surrounding the Sutter Basin were not up to current standards. Between 2013 and 2021, levees along the Feather River West Levee have been upgraded to provide a 100-year and 200-year level of flood protection between Hwy 99 in the south to Thermalito Afterbay in the North. The Wadsworth Canal East Levee and the Sutter Bypass East Levee have not been upgraded, with the exception of a short section at the confluence between Wadsworth Canal and the Sutter Bypass.

Sutter Butte Flood Control Agency (SBFCA) initiated project development of the Sutter Bypass East Levee Project (the Project) in 2019. Tudor is a small community located within the basin to the east of the intersection between Hwy 99 and Hwy 113 and approximately 16 mile south of Yuba City. SBFCA has identified that localized improvements along the Sutter Bypass East Levee could reduce the level of flood risk for this community. SBFCA is now in the process of entering into a funding agreement with California Department of Water Resources (DWR) in order to fund the design and permitting efforts for repairs to a 5.2-mile reach of the Sutter Bypass East Levee.

The physical location of the Project is described as follows:

- Sutter Bypass East Levee (SBEL) Station 1405+00 to 1680+00¹



¹ Stationing per California DWR Urban Levee Evaluation Program

III. Scope of Services and Relevant Information

The project intent is to address known seepage issues along the Sutter Bypass East Levee so that it can safely convey the original U.S. Army Corps of Engineers (USACE) 1957 design flow. Detailed subsurface investigations have been completed for the Sutter Bypass East Levee as part of the Department of Water Resources Urban and Non-Urban Levee Evaluation Program. SBFCA has reviewed this existing geotechnical information and identified localized data gaps where deeper and thicker aquifer layers are present. These deeper and thicker aquifer layers occur in Reach H between approximately Station 1635+00 and 1681+00 and are probably the result of the local geomorphic setting and historic meander channels. These subsurface conditions will likely require a deeper cutoff wall compared to adjoining sections.

SBFCA is currently planning to conduct an additional five (5) cone penetration test (CPT) soundings to supplement existing subsurface data along the Sutter Bypass East Levee between Station 1637+50 and 1677+00. Once complete, the CPT data will be provided to the design team for use during design to help determine the transition point between deep and shallow sections of cutoff wall and to help analyze seepage end around effects. The additional CPTs are scheduled to be completed later this fall, pending approval from the United States Army Corps of Engineers. Details of the proposed explorations are as follows:

- Station 1637+50: One CPT to a targeted depth of 100 feet to investigate end around effects and wall transition location
- Station 1646+50: One CPT to a target depth of 100 feet to investigate thickness of blanket layer and aquifer layer
- Station 1657+50: One CPT to a target depth of 100 feet to investigate thickness of blanket layer and aquifer layer
- Station 1673+00 and 1677+00: Two CPTs to a targeted depth of 100 feet to investigate end around effects and wall transition location.

After being provided with the additional CPT data, the respondent shall be responsible for delivering the following services and deliverables.

Element 1.1 – Alternatives Analysis and Basis of Design Report

The Contractor will conduct an Alternatives Analysis and develop a Basis of Design Report (BODR) to describe the project design criteria that will be carried through design (i.e. design water surface elevation, freeboard criteria, geotechnical analysis criteria, seismic evaluation criteria, etc.). The design water surface elevation will be provided by SBFCA. The BODR will summarize the levee repair strategies that will be carried into the 30% designs and will present specific design criteria and design parameters for levee repairs, roadway reconstruction, utility relocations and anticipated construction staging. Following the review and acceptance of the draft report by SBFCA, the Contractor will, on behalf of SBFCA, conduct a milestone meeting with DWR to review the draft alternative analysis results and basis of design. The draft results

and basis of design will be provided to DWR at least two weeks in advance of the milestone meeting.

Element 1.2 – Design and Bid Package

This element of work consists of the engineering design activities to prepare the design, complete the engineering analysis, and prepare construction plans and specifications for the project area. This work will include services such as surveying, civil, structural, and geotechnical engineering. This work will involve a number of tasks including:

- Coordinate and interact with regulatory and review agencies to gather input and concurrence on the selected design approach and remediation methods.
- Develop a work plan (if necessary) for undertaking any final supplemental geotechnical evaluations.
- Perform supplemental geotechnical explorations needed to support the design.
- Perform the surveying needed to support the design effort.
- Prepare 35%, 65%, 90% and 100% level design documentation reports documenting the design effort and the basis of design for the construction plans and specifications.
- Prepare 35%, 65%, 90% and 100%, level design level construction plans.
- Prepare 35%, 65%, 90% and 100% design level technical specifications in Construction Specification Institute (CSI) format covering the project.
- Prepare 35%, 65%, 90% and 100% level estimates of opinion of probable construction costs.
- Conduct milestone meetings as necessary with SBFCA.
- On behalf of SBFCA, conduct milestone meetings with DWR to review the 35%, 65%, 90%, and 100% deliverable packages. Each deliverable package will be provided to DWR at least two weeks in advance of each milestone meeting.
- Prepare final construction bid packages and conduct bidding process. DWR approval is required before beginning the preparation of the bid package and executing the bidding process.

Element 1.3 – Agency Coordination & USACE Safety Assurance Review

The Contractor will coordinate with agencies and local organizations (USACE, DWR, CVFPB, Sutter County, Sutter Maintenance Yard, etc.) as needed to discuss design issues, meet program needs and to facilitate project approvals. It is assumed that a Safety Assurance Review (SAR) Type II Independent External Peer Review (Type II IEPR) will be required as part of the USACE 408 process. A Type II IEPR is typically required on design and construction activities for any project where potential hazards pose a significant threat to life safety. SBFCA will prepare a SAR plan and the Contractor will participate in the SAR process, consider recommendations from the panel, prepare a written response to those recommendations, and publish and disseminate that information as required by the SAR Type II IEPR requirements.

Element 1.4 – Environmental & Permitting Coordination

Based on information provided in the Basis of Design Report, the design team will coordinate with SBFCA's environmental team, which includes DWR, throughout the design process. The design team will be responsible for items such as developing the project description, delineating the project footprint, identifying project staging areas, etc. The design team will also provide preliminary information on anticipated design elements and construction methods. SBFCA's environmental team will use this information to advance the environmental and permitting efforts.

Element 1 Deliverables:

- Alternatives Analysis and Basis of Design Report
- Geotechnical work plan (if necessary)
- Geotechnical laboratory analysis results (if necessary)
- Design Document Reports (35%, 65%, 90%, 100%)
- Plans, Specifications, and Cost Estimates (35%, 65%, 90%, 100%)
- USACE SAR Comment Responses
- Construction bid package and bid results
- Project Description for environmental documentation
- Copies of all digital data sets and information used during the project

Element 2.1 – Capital Cost of Acquiring Temporary Construction Easements

Right of way efforts includes the cost of acquiring temporary construction easements and relocations (payments made directly to property owners or escrow holders, including the State Condemnation Deposit Fund) required to complete the necessary construction of the levee and comply with the design criteria. It is assumed that land acquisition will not be required.

Element 2.2 – Right of Way Support Activities

The respondent shall develop a real estate plan for the Project. During the design phase, the respondent will prepare a plan for acquisition of interests in real estate needed to complete the project. The project could require services depending upon the footprint such as appraisal services, title research, geodetic and cadastral services, environmental site assessment services, etc. Implementation of the plan could also include a number of tasks, including:

- Geodetic services include field surveys, examination of title to parcels, including obtaining preliminary title reports or litigation guarantees, clearance of exceptions to title, policy of title insurance and the preparation of legal descriptions, maps and deeds.
- Environmental site assessment reports to determine the existence of hazardous and toxic waste materials.
- SBFCA will prepare all necessary temporary entry permits, rights of entry, borrow and spoil agreements.

Element 2 Deliverables:

- Real estate plan
- Environmental Site Assessment Report

IV. Proposal Content Requirements

1. Cover Letter

The cover letter shall include, at a minimum, the name and address of the prime contractor submitting the proposal, together with the name, email, address and telephone number of the contact person who is authorized to make representations for the organization, the Firm's federal tax ID number, and identification of sub-consultants. The cover letter shall include a statement that the proposal is valid for 60 days after receipt.

2. Project Team Organization

The respondent shall describe the proposed project team, including any subconsultants. The descriptions shall include roles and responsibilities of each team member along with an organization chart.

3. Experience and Qualifications of Key Personnel

This section shall include a description of the experience of the key personnel who will be assigned to the project. The respondent shall include a statement that the proposed key personnel will remain committed to the project in accordance with their roles and the labor hours as proposed in the respondents cost estimate. Individual resumes shall be limited to 2-pages each.

4. Project Understanding and Approach

The respondent shall demonstrate their understanding of the project and describe their scope of work for providing the services described in Section III. The approach should include a description of any assumptions or recommended refinements to the scope of services in this RFP, and it should highlight any additional recommendations for delivering a successful project. The descriptions should be succinct, demonstrate a thorough understanding of key elements, and show alignment with the proposed schedule.

5. Proposed Schedule

A schedule shall be provided showing the proposed sequence of events and estimated duration of main tasks.

6. Cost Proposal and Rate Sheet

A detailed cost proposal shall be included (in both MS Excel and pdf formats) showing the contractor's proposed costs for executing the scope of work. The cost proposal should include all costs for which the respondent expects to be compensated, including all materials furnished and services provided. The quoted price shall constitute full and complete compensation for the services and materials provided as outlined above, including costs associated with review of subconsultant work or managing subconsultant contracts. A fee schedule should be provided for each project team member as an attachment and should clearly indicate hourly rates,

effective dates, applicable escalation clauses, miscellaneous billable costs, in addition to any markups.

V. Proposal Format Requirements

There are no page limits for the overall Proposal. However, proposals which are precise, well written, and to the point are appreciated. Individual resumes shall be limited to 2-pages each.

VI. Selection Process and Schedule

Representatives from SBFCA will establish a Selection Committee to review Proposals that are received and may develop a shortlist of firms to be invited to an interview. The Selection Committee will make a recommendation of award to SBFCA's Board of Directors.

SBFCA will follow schedule listed below, but SBFCA reserves the right to modify the schedule as necessary to serve the best interests of SBFCA:

Release of RFP.....	Wednesday, October 5, 2022
Deadline to submit questions.....	4:00 PM Friday, October 21, 2022
SBFCA Responses to Written Questions.....	By Wednesday, October 26, 2022
Submittal of Proposal Due from Consultant.....	4:00 PM Friday, November 4, 2022
Notification/Scheduling Oral Interviews (if needed).....	By Wednesday, November 9, 2022
Consultant In-Person Interviews (if needed).....	Week of November 14, 2022
Consultant Selection/Notification.....	Wednesday, November 30, 2022
Board Consideration for Contract Award.....	Wednesday, December 14, 2022

VII. Questions

Questions about this Request for Proposal should be directed in writing to Mr. Michael Bessette at m.bessette@sutterbutteflood.org. To ensure that all respondents receive the same information, SBFCA shall post all written questions and responses received by the deadline onto its website at <http://sutterbutteflood.org>. It shall be the responsibility of the responding firms to monitor for the posting of the responses to written questions.

VIII. General

1. Any and all costs including travel, if required, associated with the development and delivery of the Proposal is the full responsibility of the Firm(s) with no reimbursement due.
2. The selected Respondent shall remain an independent Contractor, working under his/her own supervision and direction and is not a representative or employee of SBFCA.

3. All work performed under this contract, including all documents associated with the projects, shall become the exclusive property of the respective authorities.
4. All information and materials submitted in response to this RFP may be reproduced for the purpose of providing copies to authorized personnel involved in the evaluation of the Proposals but shall be exempt from public inspection under the California Public Records Act until such time as Contracts are awarded. Contract awards are a matter of public record. Once a Contract is executed, Proposals submitted in response to this RFP are subject to public disclosure as required by law. Your submission of a Proposal is considered your consent to the disclosure of the Proposal. SBFCA shall not be liable for disclosure of information or records related to this Solicitation.
5. The Firm(s) agrees to file tax returns and pay all applicable taxes including possessory use taxes that may be levied as a result of use as managed by the selected Firm(s).
6. The Firm(s) shall indemnify and hold harmless SBFCA and employees from liability of any nature or kind due to the use of any copyrighted or uncopyrighted composition, trade secret, patented or unpatented invention, article, service or appliance furnished or used as a result of this solicitation and any potential subsequent purchase order or contract.
7. The selected consultant(s) will need to provide insurance certificate(s) for Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Professional Liability.
8. The opening of proposals in response to this RFP is not subject to attendance by the general public.
9. The successful Firm(s) must be prepared to begin work promptly following execution of the contract.
10. Firm(s) are reminded that it is their responsibility to:
 - a. Read carefully all the contents of this entire RFP.
 - b. Ask for clarification in writing before submission due dates.
 - c. Address all requirements and follow all procedures of this RFP.
 - d. Immediately inform the RFP Contact Person of any problems with this RFP solicitation.
 - e. Submit all responses by the required dates and times.
11. The withdrawal of any Proposal must be made in writing prior to the required submission date and time and must be signed by an authorized representative of the Firm. An error in the Proposal Submission may cause the rejection of that Proposal. However, the Firm may submit a new or modified Proposal prior to the Proposal submission date and time.
12. Firms that submitted a Proposal but were unsuccessful in the attempt to obtain a contract may request, in writing, a debriefing from the SBFCA contact listed above. Firms that have received a debriefing but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to: SBFCA, Attn: Michael Bessette, P.O. Box M, Yuba City, CA 95992.
13. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal and must contain a statement of the reason(s) for the protest citing the law, rule, regulation or procedure on which the protest is based. Potential Firm capabilities, proposal characteristics and/or pricing features that were not included in

the Firm's Proposal shall not be introduced during the protest process. To be considered, the protest must be submitted within seven (7) working days following the debriefing.

14. Reserved Rights

1. Issuance of this RFP in no way constitutes a commitment by SBFCA to award a contract. If SBFCA determine it is in the best interest to do so, no Firm(s) may be selected, and no contract may be executed.
2. Upon acceptable pricing negotiations and contract award, the Firm(s) shall be required to execute a contract with SBFCA. The standard master agreement is provided in Exhibit A. SBFCA may modify the contractual requirements of the contract prior to execution of a contract for services.
3. SBFCA reserves the right to request additional information from Firms that have submitted proposals in response to this RFP.
4. SBFCA may enter into negotiations with more than one Firm.
5. SBFCA reserves the right to reject any or all Proposals received if SBFCA determines that it is in SBFCA's best interest to do so. Further, SBFCA may cancel or amend this RFP at any time and may submit similar solicitations in the future.
6. SBFCA may reject any Proposal that does not meet all of the mandatory requirements of this RFP, is conditional or is incomplete.
7. SBFCA may request clarification of any submitted information and may request additional information on any or all responses provided and may waive minor inconsistencies deemed to be irrelevant.

EXHIBIT A - Standard Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES (“Agreement”) is made and entered into this ___ day of _____, 202_, by and between Sutter-Butte Flood Control Agency (“SBFCA”), and _____, (“Contractor”) (each a “party” and collectively “the parties”).

RECITALS:

A. SBFCA has determined that it is desirable to retain a contractor for flood management services; and

B. Contractor 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. SBFCA desires to retain Contractor to perform the proposed services.

AGREEMENT:

SBFCA and Contractor agree as follows:

1. Scope of Services. Contractor shall provide the engineering services as described in Exhibit ‘A’, during the term described in Section 2, and for the compensation described in Section 3.

2. Term of Agreement. Contractor shall begin performance of its services as of the date of execution of this Agreement and shall continue until the project is completed as agreed or the Agreement is terminated pursuant to the provisions of Section 17, below.

3. Compensation.

A. The compensation to be paid by SBFCA to Contractor for services as described in Exhibit ‘A’ shall be in accordance with Contractors Rate Schedule provided in Exhibit ‘B’, but not to exceed _____. Contractor shall be reimbursed for out-of-pocket expenses incurred for travel, postage and delivery, and long-distance telephone charges. Contractor shall provide SBFCA with an itemized statement of expenses by category of expense as part of each monthly billing statement.

B. SBFCA shall make no payment to Contractor 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 Section 21 of this Agreement.

C. Contractor agrees to testify at SBFCA’s request if litigation is brought against SBFCA in connection with Contractor’s work. Unless the action is brought by Contractor or is

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based upon Contractor's negligence or intentional tortious conduct, SBFCA will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit 'B'.

4. Invoice, Payments, Notices. Contractor shall submit monthly invoices for services rendered during the preceding month and expenses incurred. SBFCA 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.

All invoices, notices, or other documents concerning this Agreement shall be served as follows:

If to SBFCA:

Sutter Butte Flood Control Agency
Michael Bessette, Executive Director
Post Office Box M
Yuba City, CA 95992

If to Contractor:

[Address of Contractor]

5. Independent Contractor.

A. Contractor (including Contractor's employees) is an independent contractor and no relationship of employer-employee exists between the parties. SBFCA is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and as an independent contractor, Contractor indemnifies and holds SBFCA harmless from any and all claims that may be made against SBFCA based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

B. Contractor, in the performance of its obligation hereunder, is subject to the control or direction of SBFCA as to the designation of tasks to be performed and the results to be accomplished but not as to the means and methods used by Contractor for accomplishing the results.

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

D. As an independent contractor and not an employee of SBFCA, Contractor shall have no right to act on behalf of SBFCA as its agent or have the authority to bind SBFCA to any obligation.

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

7. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this agreement without the prior written consent of SBFCA.

8. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products of Contractor shall become the property of SBFCA and shall be delivered to SBFCA upon completion of services. Contractor may retain copies for its files and internal use, however, Contractor shall not disclose any of the work product of this Agreement to any third party, person, or entity, without prior written consent of SBFCA. Upon reasonable notice, SBFCA 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. Contractor may not publish information obtained in connection with services rendered under this Agreement.

9. Indemnification. Contractor shall indemnify, defend, and hold harmless SBFCA, its officers, employees, and agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney's fees and costs incurred by SBFCA), injury, or damage arising out of the negligence, recklessness, or willful misconduct of Contractor, its employees, officers, or agents, or any of its contractors or subcontractors used in performance of this Agreement.

10. Insurance. Without limiting Contractor's indemnification of SBFCA, Contractor shall provide and maintain at its own expense during the term of this Agreement the following insurance coverages and provisions:

A. Prior to commencement of this Agreement, Contractor shall provide certificates of insurance certifying that all coverage as required herein has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall be attached to the Certificate or certified as issued on the Certificate. All Certificates of Insurance shall be sent to the following address:

Sutter Butte Flood Control Agency
Terra Yaney
Post Office Box M
Yuba City, CA 95992

Contractor shall not proceed with the work under this Agreement until it has obtained all insurance required and Certificates of Insurance have been provided to SBFCA. All Certificates of Insurance shall provide that SBFCA shall receive thirty (30) days advance written notice of cancellation or major modification before the expiration date.

B. Should, consistent with the terms of this Agreement, any of the work under this Agreement be subcontracted, Contractor shall require each of its subcontractors to provide the

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insurance required herein, or Contractor may name the subcontractors as additional insureds under its own policies.

C. Insurance Required:

(i) 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, and personal injury.

For either type of general liability insurance, coverage shall include the following endorsements:

a. Additional Insured Endorsement: Insurance afforded by this policy shall also apply to SBFCA, and members of the Board of Directors of SBFCA, the officers, agents and employees of SBFCA, individually and collectively, as additional insureds.

b. Primary Insurance Endorsement: Insurance afforded by the Additional Insured Endorsement shall apply as primary insurance, and other insurance maintained by SBFCA, its officers, agents and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement: Insurance provided by this policy shall not be cancelled or changed so as to no longer meet the specified SBFCA insurance requirements without thirty (30) days prior written notice of such cancellation or change being delivered to SBFCA at the address as specified above.

d. Severability of Interest Endorsement: Insurance provided by this policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit brought, except with respect to the policy's limits of liability.

(ii) Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.

(iii) Workers' Compensation and Employer's Liability Insurance with statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than one million dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this Agreement. Coverage shall include an endorsement whereby the insurer agrees to waive all rights of subrogation

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against SBFCA, Board of Directors, and officers, officials, employees and volunteers of SBFCA for losses arising from work performed by the Contractor under this Agreement.

(iv) Professional Errors and Omissions Liability Insurance in an amount not less than one million dollars (\$1,000,000) and written on an occurrence basis. If coverage is written on a claims made basis, such policy shall provide that:

a. The policy retroactive date coincides with or precedes Contractor's start of work (including subsequent policies purchased as renewals or replacements).

b. If the policy is terminated for any reason during the term of this Agreement, Contractor 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.

c. If this Agreement is terminated or not renewed, Contractor shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years therefrom. If that policy is terminated for any reason during the two year period, Contractor 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.

11. Professional Services: The work 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 Contractor and any subcontractors are engaged.

12. Responsibility of Contractor.

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

B. Contractor shall coordinate the activities of all sub-Contractors and is responsible to ensure that all work products are consistent with one another to produce a unified, workable, and acceptable whole functional product.

C. SBFCA shall promptly notify Contractor of any defect in Contractor's performance.

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13. Audit. The following audit requirements apply from the effective date of this Agreement until three years after SBFCA's final payment:

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

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

C. The provisions of Section 13 shall survive the expiration or termination of this Agreement.

14. Publication of Documents and Data. Contractor shall not publish or disclose to any third party documents or data without the prior written consent of SBFCA. However, 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 SBFCA or Contractor.

15. Interest of Contractor. Contractor covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner with the performance of services required to be performed pursuant to this Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

16. Employment Practices. Contractor, 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 by serving upon the other party thirty (30) days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to SBFCA or Contractor at the address indicated in Section 4. In the event of termination:

A. Contractor shall immediately cease rendering services pursuant to this Agreement.

B. Contractor shall deliver to SBFCA copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, photostating, photographing, electronic messages or other documents

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and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof. All materials provided to SBFCA upon termination become the property of SBFCA.

C. Contractor shall be paid for any required services satisfactorily completed prior to the date of termination less compensation, if any, to SBFCA for damages suffered as a result of Contractor's failure to comply with the terms of this agreement.

18. Jurisdiction. This agreement shall be administered and interpreted under the laws of the State of California.

19. 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.

20. 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.

21. Amendments. Any amendment to this Agreement must be in writing and executed by both parties.

22. Entire Agreement. This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, and any notice to proceed issued in accordance with the terms hereof constitute the entire Agreement and understanding between SBFCA and Contractor as to the subject matter hereof and supersedes all prior oral and written agreements.

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

24. Construction. This agreement reflects the contributions of both parties and accordingly the provisions of California 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.

SUTTER BUTTE FLOOD CONTROL AGENCY

CONTRACTOR

By: _____

By: _____

EXHIBIT A - Standard Agreement

Chairman

Contractor

DATED: _____

DATED: _____

APPROVED AS TO FORM:

By: _____

SBFCA General Counsel