

REQUEST FOR PROPOSAL

Professional Engineering Design Services

**Pennington Road Bridge over Sutter Butte Canal
(18C-0100)**

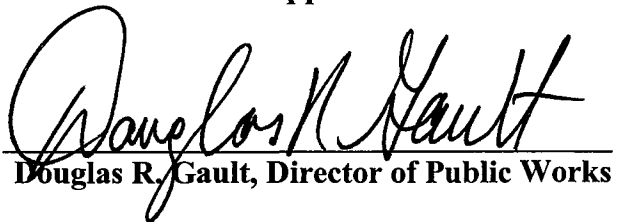
Federal Aid Project No.: BRLS - 5918(076)

SUTTER COUNTY

September 2011

**SUTTER COUNTY PUBLIC WORKS
1130 CIVIC CENTER BLVD., SUITE C
YUBA CITY, CA 95993
(530) 822-7450**

Approved for Solicitation


Douglas R. Gault, Director of Public Works

REQUEST FOR PROPOSAL

SUMMARY SHEET

1. Project:

Prepare a bridge structural design, civil roadway design, general plans with associated CAD detailing, project technical provisions and hydraulic report to complete the Preliminary Engineering phase for the replacement of the existing bridge identified as 18C-0100.

2. Location

Bridges 18C-0100 is located on Pennington Road as it crosses the Sutter Butte Irrigation Canal approximately 1.4 miles East of State Route 99. The bridge is just east of the City of Live Oak and serves the Live Oak Park and Recreation Area as well as adjacent residences along Pennington Road.

3. Requested Services

Consultant services will include: bridge structural design, civil roadway design, hydraulic report and the preparation / completion of construction documents per Caltrans / FHWA current design and construction standards to include the latest LRFD design standards. Consultant will also be required to include construction cost estimates for the projects. All documents will be sufficient to allow Sutter County to apply for HBP Construction Authorization from Caltrans.

The County will contract separately for Geotechnical Services and Environmental Permitting Services. The County will make all Reports, Permits and Findings available to the Consultant as they are submitted and processed by the County.

4. Project Manager:

Scott Riddle, Associate Civil Engineer
Sutter County Public Works
1130 Civic Center Boulevard
Yuba City, California 95993
Telephone (530) 822-7450 Fax (530) 822-7457

5. Tentative Schedule:

Distribute Design RFPs:	September 12, 2011
Proposals Due:	October 18, 2011 11 am
Award Consultant Contract:	November 22, 2011 Board of Supervisors Meeting 7 pm

INTRODUCTION

The Sutter County Department of Public Works is seeking fee proposals from select qualified engineering firms for services to complete the design and detailing for the replacement of an existing bridge project in Sutter County.

Interested firms should submit four (4) copies of their proposal to the following office no later than **11:00 a.m. on Monday, October 18, 2011:**

Sutter County Public Works
1130 Civic Center Blvd., Suite G
Yuba City, CA 95993
Attn: Scott Riddle, Associate Civil Engineer

Scott Riddle is the assigned project manager for the project. Questions on this RFP should be directed to Mr. Riddle at (530) 822-7450, sriddle@co.sutter.ca.us.

The selection process will follow the guidelines of the Sutter County Purchasing Ordinance Section 16-070 which satisfy the informal consultant contracting guidelines specified in Chapter 10, Consultant Selection of the Caltrans Local Assistance Procedures Manual. The process will consist of a review and ranking of the proposals by an evaluation panel consisting of Public Works Engineering staff.

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

Upon selection of the firm to provide consultant services for this project, the submitted cost will be used with the technical proposal as a basis for negotiation of a possible contract. If Sutter County fails to conclude an agreement with the top-ranked consultant, a new negotiation will be initiated with the next highest ranked consultant. This process may be repeated until a contract is successfully negotiated.

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

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

Upon successfully negotiating an agreement, a written agreement will be presented to the County Board of Supervisors for approval and execution, at which time the consultant's services will begin immediately.

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

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

BACKGROUND

The Pennington Road Bridge crosses the Sutter Butte Irrigation Canal about 1.4 miles east of State Route 99 on Pennington Road. The existing structure is a two span reinforced concrete slab approximately 37 feet long and 18 feet wide with concrete pile bent. Directly to the south of the bridge is a control structure for the Sutter Butte Irrigation Canal and directly north of the bridge is an older set of abutments from a previous bridge.

Sutter County applied for federal funding to replace the Pennington Road Bridge in 2010 and we received our first funding authorization (E76) for Preliminary Engineering in August 2011. The county's plan is to replace the bridge (18C-0100) with a comparable structure. The county is open to different design ideas such as poured in place concrete structures, precast box culverts or other types of structures that would be a cost effective bridge replacement.

The Sutter Butte Irrigation Canal is used for farmland irrigation by Butte Water District (Phone Number 530-846-3100). Consequently, the water level in the canal fluctuates with the farming demands more than with the weather. The County has performed a topographic survey of the existing structures and channel at the bridge location to aid in design of the new structure. An electronic topographic survey drawing in ACAD 2007 format, or raw data file for the existing bridge and surrounding structures will be available to Consultant upon selection.

PROJECT DESCRIPTION

The County will have the bridge design completed per the latest Caltrans and FHWA design and construction standards. The Consultant engineer will be responsible to stamp and sign the final construction documents.

It will be the responsibility of the Consultant to obtain the water level, flow rates and irrigation schedule for the Sutter Butte Irrigation Canal from Butte Water District, 735 Virginia Street, Gridley, Ca. 95948 (Phone Number 530-846-3100). Additionally, a consultant prepared hydraulic report will be required to demonstrate the scour potential for the new structure and provide design recommendations aimed at minimizing the scour potential of the structure. A copy of the report and all findings will be provided to the County.

It is the County's intent to have the selected consultant engineer make a cost effective recommendation regarding the type of structure that would best serve as a replacement for the existing bridge. The County would encourage the incorporation of the design firm's typical and proven structural details as part of the general plan set. The County will contract separately for Geotechnical Engineering Services as well as for Environmental Engineering Services. Coordination with these services will be through the Sutter County Public Works Department.

The consultant's design will also include roadway design to improve the roadway's geometrics east of the bridge as it approaches the western levee of the Feather River at the Live Oak Riverfront Park.

In accordance with Chapter 9, "Civil Rights and Disadvantaged Business Enterprise," of the Local Assistance Procedures Manual (LAPM), a Good Faith Effort (GFE) is required by a bidder/consultant on a U.S. Department of Transportation assisted contract to meet the Underutilized Disadvantaged Business Enterprise (UDBE) contract goal. In the event the bidder/consultant does not meet the UDBE contract goal, the bidder must provide documentation in support of their adequate good faith efforts.

For projects awarded on or after May 1, 2011 the latest federal authorizations for Preliminary Engineering allow a consultant contract to be DBE/UDBE race-neutral as long as a good faith effort can be documented with Exhibit 15-H from the LAPM. Consequently, we have included a draft version of the Consultant contract the County proposes to use. The Consultant engineer's scope of services would be included as an exhibit to said contract along with Exhibit 15-H from the LAPM.

The County intends to hire one consulting engineer to complete all design work associated with the bridge project.

TENTATIVE PROJECT SCHEDULE

Distribute Design RFP's	September 12, 2011
Proposals Due:	October 18, 2011 11 am
Award Consultant Contract:	November 22, 2011 Board of Supervisors Meeting 7 pm
Construction Documents	September 2012

SCOPE OF WORK FOR CONSULTANT

The work may be broken into two phases: (i) Preliminary Design (ii) Final Design.

The responsibilities of the Consultant are as follows:

1. Preliminary Design tasks
 - A. Review County records
 - B. Review County surveying and mapping
 - C. Provide Hydraulic Report.
 - D. Present Bridge Structure Type Recommendation (Meeting)

- E. Prepare Bridge and Roadway General Plans
- F. Prepare Bridge Technical Specifications
- G. Meetings – Up to 4 times during the performance of the work
- H. Monthly progress reports

2. Final Design Tasks

- A. Bridge structural design work to latest Caltrans LRFD standards
- B. Draft PS&E Plan Submittal:
 - Provide (1) half-size reproducible set of the plans.
 - Provide (1) copy of the proposed technical special provisions for incorporation with County's bid book.
 - Provide (1) copy of a detailed Engineer's Estimate
- C. Final PS&E Plan Submittal:
 - Provide (2) stamped and signed full size Mylar set of plans and a half-size reproducible set of the final plans.
 - Provide final electronic plans in AutoCAD format and final technical special provisions in MS Word format of the Final plans.
 - Identify and prepare design exceptions for the Final plans.
 - Prepare 4-scale deck contour drawings and camber strip diagrams for contractor's use during construction of the final plans.

The County will be responsible for the environmental permitting of the project based on the completed Preliminary Engineering documents.

At this time, construction support services are not included in the scope of work for the Consultant. Instead, following the construction authorization submittal to Caltrans, the County will issue a change order for construction support services to the selected Consultant engineer.

CONTENT OF PROPOSAL

The County is requesting a fee proposal for the Scope of Work specified herein. To simplify the selection process, the proposal length must be limited to a maximum of 15 pages not including the cover letter or resumes. At a minimum, the proposal must include the following elements:

1. Statement of Consultant's capability to perform the required services and a summary of experience providing engineering services for similar bridge projects during the last 5 years. Include contact reference information.
2. The resume and information regarding the project manager to be assigned to this project shall be submitted. The resume will not count towards the 15 page maximum.
3. Detailed description of services and statement of understanding of the Scope of Work
4. A design schedule specifying working days for the major tasks
5. A deliverables list
6. An anticipated plan sheets list
7. The proposal fee with rate schedules and a 2012 complete rate schedule (Provide in a separate envelope and only one copy is required).
8. Information demonstrating satisfied DBE goal or good faith efforts

SELECTION CRITERIA

A selection committee will rank the proposals using a ratings matrix consisting of the following criteria.

1. Understanding of the work to be done (30 points)
2. Demonstrated competence in completing past similar projects (25 points)
3. Familiarity with state and federal procedures (20 points)
4. Qualifications of staff proposed to work on project (15 points)

Once the consultant proposals have been ranked ordered based on the criteria numbered 1-4, the proposed cost of services will be considered to determine the final ranking.

1. Cost of Services (10 points)

At this time, we do not expect to conduct interviews with a group of "short-list" consultants as part of the selection process. Should the scores indicate otherwise, the County may schedule interviews with the top-ranked consultants to discuss the project, the consultant's approach and the unique aspects of the site with the consultant's proposed project manager.

Upon selection of a Consultant, they will be required to enter into a contract with the County similar to the example agreement included in Appendix A.

APPENDIX A

Draft Sample Contract

**AGREEMENT FOR PROFESSIONAL SERVICES
SUTTER COUNTY PUBLIC WORKS DEPARTMENT
PENNINGTON ROAD BRIDGE REPLACEMENT**

THIS AGREEMENT is made and entered into this _____, day of _____, 2011, by and between SUTTER COUNTY ("County"), a political subdivision of the State of California, and name of consulting firm ("Consultant").

AGREEMENT

County and Consultant agree as follows:

1. Scope of Work. Pursuant to Government Code Section 31000, County retains Consultant to perform and Consultant agrees to perform all the professional services as described herein. The professional services shall consist of providing services as described in Exhibit "A" which is attached hereto and incorporated herein by this reference and shall include PS&E package for replacement of the Pennington Road Bridge over Sutter Butte Irrigation Canal.
2. Term of Agreement. Consultant shall begin work immediately upon receipt of a notice to proceed from County and shall work diligently and in good faith to complete those services in an expeditious manner. Said services shall be completed, and the deliverables identified in Exhibit "A" shall be provided to the County, within number of days (days) days of receipt of the notice to proceed unless extended by mutual written agreement of the parties. Said time period shall not include the time beyond that allocated in Exhibit "A" that Consultant must wait for the provision of data or review by the County.
3. Compensation.
 - a. The compensation to be paid by County to Consultant for the professional services as described in Exhibit "B" shall not exceed number of Dollars (\$XX,XXX.00).
 - b. 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 Section 24.
 - c. 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 "C".
4. Invoice, Payments, Notices. Consultant shall submit monthly invoices for services rendered during the preceding month. Consultant shall attach to each invoice documentation for the hours charged. 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.

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

If to the County:

Sutter County Public Works
1130 Civic Center Boulevard
Yuba City, California 95993
Telephone: (530) 822-7450

If to Consultant:

name of consulting firm
street address
city, state, zip
Telephone: telephone

5. Independent Contractor.

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

b. Consultant, in the performance of its obligation hereunder, is subject to the control or direction of the County 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 Consultant for accomplishing the results.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such person shall be entirely and exclusively under the direction, supervision, and control of Consultant. 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 Consultant.

d. As an independent contractor and not an employee of the County, neither the Consultant nor Consultant's assigned personnel shall have the right to act on behalf of the County as its agent or have the authority to bind the County to any obligation.

e. Consultant shall issue W-2 Forms for income and employment tax purposes for all Consultant's assigned personnel.

6. 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.

7. 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.

8. 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.

9. Indemnification. To the fullest extent permitted by law, including California Civil Code Sections 2782 and 2782.8, 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 the 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. 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.

10. 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:

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

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.

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

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

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

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

All policies of insurance shall provide for the following:

- (i) Name Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers' Compensation and Professional Liability.
- (ii) Be primary and non-contributory with respect to all obligations assumed by Consultant pursuant to this Agreement or any other services provided. Any insurance carried by Sutter County shall not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
- (iii) Include a severability of interest clause and cross-liability coverage where Sutter County is an additional insured.
- (iv) 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.

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. 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.

11. Professional Services.

- 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.

12. Responsibility of Consultant. 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.

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.

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

a. Consultant shall allow County and the State of California, or their duly authorized representatives, 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. The term "records" includes, but is not limited to, correspondence, accounting records, subcontract files, task orders, 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 of California 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 this agreement.

14. 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.

15. Interest of Consultant.

a. Consultant 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. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed.

b. Consultant covenants that the firm will not be employed by, or on retainer to, any person or firm, owning property or involved with developing property within Sutter County during the period of the contract.

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. Covenant Against Contingent Fees. Consultant covenants that it has not employed or retained any company or person (other than its employees) to solicit or secure this agreement and that it has not paid or agreed to pay any company or person (other than its employees) any fee, commission, or other consideration for the award or formation of this agreement. If Consultant breaches this covenant, then County shall be entitled, at its sole discretion, either:

- a. To terminate this agreement without liability by giving Consultant written notice; or
- b. To deduct from the compensation specified in Paragraph 3, or otherwise recover, the full amount of such fee, commission, or other consideration.

18. Termination. Either party shall have the right to terminate this Agreement at any time by serving upon the other party fifteen (15) 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 the County or Consultant at the address indicated in Paragraph 4. In the event of termination:

- a. Consultant shall immediately cease rendering services pursuant to this Agreement.
- b. Consultant shall deliver to the County 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 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 the County upon termination become the property of the County.
- c. Consultant shall be paid for any required services satisfactorily completed prior to the date of termination less compensation, if any, to County for damages suffered as a result of Consultant's failure to comply with the terms of this agreement.

19. 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.

20. 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.

21. Prevailing Wages. Some or all of the work herein is a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771. Accordingly, 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.

22. 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.

23. Waiver. A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon breach of this agreement shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in writing signed by the waiving party.

24. Amendments. Modifications or amendments, including those changing the primary personnel committed to the County, or affecting the proposed scope of work that result in an adjustment of the compensation under this Agreement, shall be in writing and executed by both parties. Revisions to the Fee Schedule as referred to in Paragraph 3(B) and the Task Orders referred to in Paragraph 1 shall be excluded from the requirement that they be executed by both parties.

25. 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 the County and Consultant as to the subject matter hereof. It supersedes all prior agreements and representations whether written and oral.

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.

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

CONSULTANT

By: _____

Douglas R. Gault
Director of Public Works

By: _____

Authorized Representative
Title: name/position of consulting firm officer

APPROVED AS TO FORM:

By: _____

William J. Vanasek
Deputy County Counsel, Sutter County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
Exhibit C – Hourly Rate

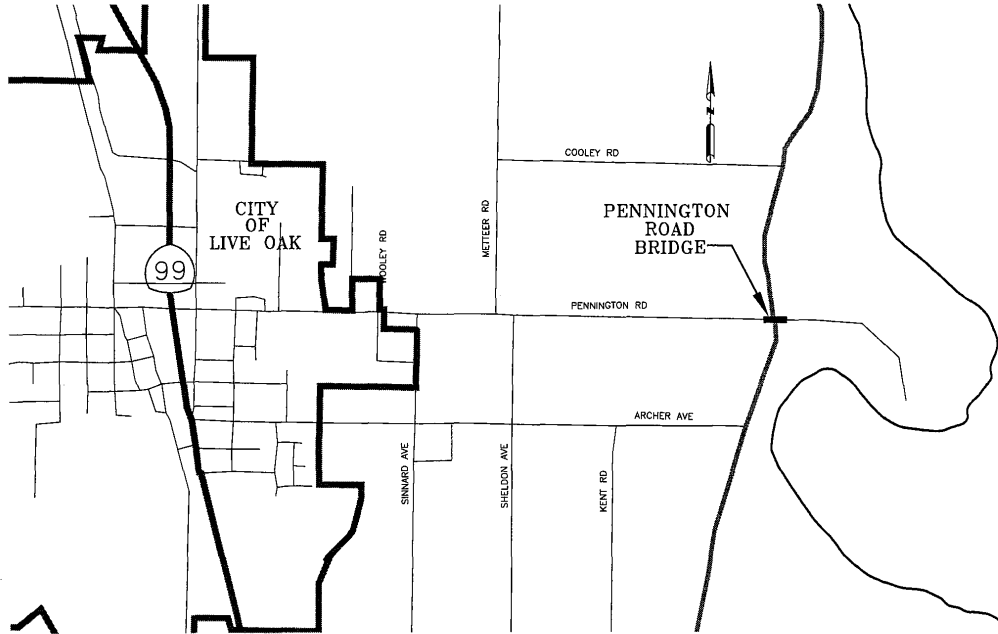
APPENDIX B

PROJECT LOCATION – PENNINGTON ROAD BRIDGE

APPENDIX B



PENNINGTON ROAD BRIDGE REPLACEMENT



COUNTY OF SUTTER

PUBLIC WORKS DEPARTMENT
1130 CIVIC CENTER BLVD., SUITE C
YUBA CITY, CALIFORNIA 95993
Tel 530.822.7450 Fax 530.822.7457

LEDGEND

- BRIDGE LOCATION
- STATE ROUTE
- COUNTY ROAD
- CITY LIMITS

DATE:	DESIGNED BY:	DRAWN BY:	CHECKED BY:
06/10/2010	NH	SR	NH