



Natomas Basin and Rio Linda Area of Sacramento and Sutter Counties

Request for Proposals & Statement of Qualifications for Targeted Livestock Grazing Services

Pre-Proposal Meeting: October 02, 2015
Deadline for Written Questions: October 09, 2015 4:00 PM
Proposal Due Date: October 23, 2015 4:00 PM
Award Date: November 19, 2015

Submit Proposals to: Peter E. F. Buck
Director of Natural Resources
Sacramento Area Flood Control Agency (SAFCA)
1007 7th Street, 7th Floor
Sacramento, CA 95814

Submittal Contents: Written & Cost Proposal

Questions regarding the content of this RFP should be directed in writing to: Peter Buck, Director of Natural Resources at buckp@saccounty.net.

1 CONTRACT SPECIFICATIONS

1.1 SCOPE

The Contractor shall furnish all labor, material, equipment, and services necessary to provide livestock grazing services for semi wildland properties (Grazing Properties) located in the northwestern portion of the Natomas Basin and in the Rio Linda area, within the counties of Sacramento and Sutter Counties, California, according to these specifications and as directed by the Agency (Exhibit A). The purpose of the proposed targeted grazing activity is to achieve vegetation and landscape management goals with the overall goal of increasing the quality of habitat conditions for native wildlife and increasing or sustaining cover of native plant species.

1.2 CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor shall be a livestock rancher specializing in targeted grazing operations and management of wildlands in California, with at least 5 years' experience or greater, and the equipment necessary to mobilize, fence, store, stage and sustain a herd of livestock.

The anticipated start date for targeted grazing services is by February 1st or earlier, dependent on forage, weather and site conditions, and extending to November 30th.

1.3 PRE-PROPOSAL MEETING

A Pre-proposal meeting will be held to provide prospective contractors an opportunity to become familiar with Grazing Properties, site conditions and requirements for this project. This will occur on October 02, 2015 – 9:00 AM at SAFCA, 1007 Seventh Street, 7th Floor, Sacramento, CA 95814.

1.4 QUALITY ASSURANCE

A qualified biologist (monitor) retained by SAFCA will periodically inspect the Grazing Properties throughout the duration of the identified grazing activities. Any unacceptable operations shall be corrected according to SAFCA's direction and at the Contractor's expense before acceptance of the work.

1.5 QUALITY CONTROL

1.5.1 INDUSTRY STANDARDS

Anything customarily necessary, based on industry standards, for proper completion of the work shall be furnished and installed even though not contained in the specifications.

1.5.2 SUPERVISION

The Contractor is responsible for direct supervision of the Contractor's personnel or subcontractors while operating on the Grazing Properties.

1.6 SCHEDULE, TIMING AND CONDITIONS

Targeted grazing activities on the Grazing Properties shall be performed during the active growing season typically between February 1st and November 30th. Subject to conditions and consultation with the contractor, grazing shall not be performed when soils are super saturated. The Contractor shall be responsible for coordinating and scheduling the delivery of the herd, equipment and materials to the project site with all work activities.

2 MEASUREMENT, PAYMENT & TERM

2.1 Measurement

Measurement for targeted grazing services will be on a contract unit price per acre per year for each Grazing Property identified in this RFP and as approved by the Agency.

2.2 Payment & Term

Payment for targeted grazing services will be on a unit price per acre, per annum for each grazing property, which will include all costs in connection therewith. The term of the proposed contract will be for a Five (5) Year period, renewable annually based on satisfactory performance. An annual cost escalation may be negotiated and will be derived from the California Consumer Price Index.

3 TARGETED GRAZING MANAGEMENT ACTIVITIES

The objectives of SAFCA’s targeted grazing activities will vary based on the property and or time of year, and include the following:

1. Reduce biomass and seed-set of exotic/invasive species, primarily annual grasses and nonnative annual broadleaf weeds to retain and perpetuate stands of healthy California native perennial grasses;
2. Reduce ladder fuels in some woodland areas to reduce wildfire risk and habitat loss;
3. Reduce wildfires risks through fuel management/reduction of accumulated biomass especially along property perimeters along roadways;
4. Reduce all biomass, particularly exotic/invasive weeds, in preparation for native perennial grassland restoration/seeding;
5. Reduce biomass and height of native grassland areas to optimize the foraging habitat for special status wildlife species (e.g., Swainson’s hawks and Burrowing owls), and wildlife in general, through creation of optimal foraging, roosting and breeding habitat.

Grazing Management Activities and Responsibilities

Management	Comments	Responsible party
Grazing Period & Timing	Expected: February 1 st – June 30 th . Possible fall activity September 1 st - November 30 th . Grazing start date dependent on rainfall. Timing and length of grazing activities are dependent on the specific goal of each property.	SAFCA will coordinate with Contractor. SAFCA will evaluate need for grazing season extension by June 15. Contractor will report actual grazing on/off dates to SAFCA.
Grazing Duration & Intensity (i.e. livestock numbers)	The targeted goal and field condition of each property/area to be grazed will inform the duration and intensity of grazing.	The contractor will submit to SAFCA for approval the anticipated duration and intensity of grazing prior to activities, as well as a start date.

Livestock numbers (i.e. intensity)	As deemed appropriate by Contractor and SAFCA based on field conditions; expected to be approximately 100's to 1000's of sheep, goats, cattle or combinations thereof. Livestock numbers and the timing of any stocking rate adjustments will be made as needed, based on weather and vegetation targets.	Contractor will report livestock numbers by species and for each Grazing Property to SAFCA prior to grazing activities.
Noxious weed control	Wild oats, annual ryegrass, Johnson grass, radish, mustard, burclover, knotweed, and all thistles will be targeted for reduced seedset and biomass through grazing.	Contractor. SAFCA will oversee spot control and will provide the Contractor with a noxious weed handbook for reference (by Jason Davison)
Maintenance & improvements	Fully functioning electrified/temporary fencing to be provided where needed at each Grazing Property. Fence repairs as needed.	Contractor
Grazing of creeks	Grazing not permitted unless agreed upon in advance.	SAFCA and Contractor

4 EXECUTION

4.1 GENERAL

Optimum habitat conditions for species of concern will be provided by periodically reducing grass height and biomass on identified properties. Excess vegetation will be removed by regulated livestock grazing and in accordance with the terms and conditions listed in this RFP. Failure by the Contractor to follow the listed conditions and any additions mutually agreed to at a later date will constitute a violation and may result in the removal of livestock from SAFCA Grazing Properties and fees paid will not be refunded.

4.2 LIVESTOCK MANAGEMENT

Livestock will be limited to sheep, goats and some cattle depending on the targeted vegetation. Livestock will be managed in accordance with SAFCA's targeted grazing objectives.

4.2.1 LIVESTOCK NUMBERS

It is expected that livestock numbers within the grazing period, and on an identified grazing property, could be between hundreds and thousands of animals depending on Grazing Property size, forage availability and targeted grazing objective. Livestock numbers and species or sheep/goat/cattle combinations may need to be adjusted by the Contractor and

as agreed to by SAFCA based upon available forage and as needed to meet the grazing objectives as identified.

4.2.2 SATURATED SOIL CONDITIONS – LEVEE INFRASTRUCTURE

Grazing shall not be performed when soils are saturated, often following precipitation events where rainfall exceeds 0.5 inches over a 3-day period. Following a saturating rainfall event, the contractor, in consultation with the Agency, shall take reasonable measures to ensure any levee, seepage berm or maintenance access road is not unduly damaged by livestock by temporarily reducing the size of the herd, and moving, or containing the herd to a prescribed, less sensitive location. Any damage to levee infrastructure including costs associated with remediation of the levee facilities will be borne exclusively by the contractor.

4.2.3 LIVESTOCK HEALTH

All livestock utilized will be up to date on their vaccinations.

4.2.4 NEW NOXIOUS WEEDS

The Contractor, to the extent feasible, shall mitigate the possibility of introducing new noxious weeds onto any designated Grazing Property.

4.2.5 LIVESTOCK DEATH

If any animal dies during the grazing season, it shall be disposed of offsite at a proper disposal facility within 48 hours or less.

4.2.6 LIVESTOCK OBSERVATION

The Contractor shall check all livestock continually to ensure that livestock are properly confined to the defined grazing area. All livestock are deemed trespass if Contractor livestock are found outside of the designated Grazing Property. The Contractor must respond to any request to move trespass livestock within 24 hours.

4.2.7 LIVESTOCK MOVEMENT

If livestock are requested to be removed from or confined within the designated Grazing Property (e.g., in the case of a soil saturating precipitation event), the requirement will be accomplished within a two (2)-day period. If the Contractor is non-responsive to the Agency's request, damages will be assessed and borne solely by the contractor and the contract may be canceled with no refund of fees to the Contractor. Movement of livestock

shall be by the most efficient means available. No livestock shall be allowed or moved by foot on any public road or adjacent private property.

4.2.8 PUBLIC AND PRIVATE PROPERTY

The contractor shall respect public and private property boundaries at all times.

4.2.9 FENCES AND GATES

Some five strand barbed wire fencing surrounds SAFCA properties in the Dry Creek Parkway and can be partially relied upon, however in general, the Contractor shall use temporary electric fence to control livestock on and within designated Grazing Properties. The Contractor shall be responsible for maintenance and repair of all electric fences, gates or other improvements within any designated Grazing Property. The Contractor will also be responsible for maintenance and repair of existing fences, gates or other improvements within any designated Grazing Property, prior to and throughout the grazing period. All fences and boundary fences must be maintained to a level that will ensure livestock are confined to allowable areas prior to release of livestock and during period of use. The Contractor shall use electric fence or other means to exclude livestock from portions of the property, including sensitive habitats such as wetlands, stream channels/banks and riparian areas.

4.2.10 LIVESTOCK WATERING AND MINERAL SUPPLEMENTS

The Contractor shall be responsible for watering and providing watering infrastructure necessary for livestock operations within designated Grazing Properties. SAFCA will identify potential known water sources where present, but is not responsible for ensuring water sources or availability. If mineral supplements are provided they must be contained and at least 250 feet from any water sources.

4.3 LIVESTOCK SERVICES INSPECTION

The Agency shall provide overall contract oversight, review and evaluation of this agreement and the Contractor's performance. The Contractor shall provide appropriate livestock (sheep/goats) and will follow the prescriptions of the Exhibits and any other mutual agreements to provide services or supplies that may become necessary. Livestock numbers may need adjustment by the Contractor based upon available forage and as needed to meet the grazing objectives of the designated Grazing Property.

4.4 FIRE SAFETY AND HAZARDOUS MATERIALS

In the event of a safety or hazard issue the Contractor field crew must be able to communicate with the Contractor's project manager, SAFCA (916-874-7606), County Park

Rangers (916-875-6961) and/or other emergency personal while conducting work under the contract. The Contractor is also responsible for the following:

- **Fuels.** At no time will fuel cans/containers (glass bottles and jugs are prohibited) be placed within 100 feet of a river/creek or lake/pond. Additionally, reasonable precautions shall be taken to prevent spills of petro-chemical fuels and at no time will fuels/oils be used or placed within 100 feet of a waterway (i.e. river, creek, pond, or lake). In the event of a hazardous material spill, the Contractor will immediately notify SAFCA.
- **Fire Safety.** During periods of very high and extreme fire danger, specific equipment and fire precautionary measures are applicable as follows:
 - Meet the minimum requirements of Sections 4427 and 4428 of the California Public Resources Code (CPRC).
 - Each internal combustion engine (including but not limited to trucks and tractors) shall always be equipped with an operational and maintained fire extinguisher for oil and grease fires (Class 4-B, C, or larger). Additionally, there will always be enough appropriate sized shovels that are 46 inches in length (or greater) and 2.5 pound axes (or larger) that are 28 inches in length (or greater) to equip each employee present.
 - All equipment and internal combustion engines shall be equipped with spark arrestors as approved and according to Sections 4442 and 4443 of the CPRC. Spark arrestors shall be a model that has been tested and approved under Forest Service Standard 5100-1a (April 1970) and shall be maintained in good operating condition. Motor vehicles equipped with a maintained muffler as defined by CPRC Section 4442 and 4443 or tractors with exhaust-operated turbochargers are excluded from the spark arrestor requirement.
 - One fire extinguisher meeting specifications of CPRC Section 4431 and a size 0 shovel that is 46 inches in length shall be kept with each operating power saw.
 - Smoking by all employees is prohibited within the work area.
 - The fire department must be notified immediately if initial control actions fail to extinguish a fire. SAFCA shall be notified immediately after the fire department is notified.

5 ORGANIZATION OF THE PROPOSAL

The proposal shall contain the following information in the sequence noted:

5.1 ORGANIZATION/QUALIFICATIONS (1 page maximum)

Describe grazing operations, key experience similar to project objectives, types of livestock, schedule of availability and list key staff proposed/committed to project along with a brief summary of their roles and qualifications.

5.2 CONFLICT OF INTEREST

Disclose, if relevant or appropriate, any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement for Contractor services to be awarded pursuant to this RFP. It is assumed that no response to this issue indicates no conflict of interest.

5.3 REFERENCES

Provide a minimum of three (3) pertinent references that can unequivocally support the Contractor’s experience for each of the tasks identified. Include the responsible project manager/landowner, including name, current address, current telephone number, and current email address (if available) of clients’ representatives.

5.4 INSURANCE

Provide a summary of the firm's insurance coverage including public liability, automobile, workers' compensation, and professional liability. The successful Contractor shall also summarize their ability to have in place all necessary insurance coverage’s and limits under SAFCA’s standard contract terms, which are attached hereto as Exhibit B and Exhibit C.

6 SELECTION PROCESS

Contract award will be to the most qualified and experienced Contractor that meets the minimum qualifications as determined by SAFCA. In addition to cost, consideration will be given to:

- The ability of the Contractor to perform the Work in a safe manner;
- The quality of the Contractor’s performance on previous work with the Agency (if any has occurred) and prior or existing clients.

Criteria	Possible Points
Qualifications/Experience: the character, reputation, judgment, ability, capacity and skill of the Contractor to perform the Work	25
The ability of the Contractor to successfully perform the Work within the time specified, without delay	25

Cost	50
Total	100

A selection panel will rate the proposals and, if necessary, interview the most highly qualified firms. If an interview is deemed necessary, the members of the Contractor’s team may be asked to make a brief presentation and answer questions at this interview. Once the Contracts have been awarded, all Contractors will be notified of the results. Upon award of each contract, the selected Contractor/s shall be required to participate in a tour of sites with SAFCA staff prior to each maintenance season to discuss the scope of work.

6.1 COST PROPOSAL

The cost proposal shall be submitted using the table and format below. The Contractor’s cost proposal shall be on a unit price basis (per annum) for all costs that may be reasonably incurred for the execution of the services identified as described in this request for proposals with a not-to-exceed total amount to provide the identified services. Upon receipt of qualifying proposals by the indicated deadline, SAFCA will convene a selection committee to review the submittals and evaluate and rank according to the following criteria:

Grazing Property	Acres	Cost (\$)/Acre	Total (\$)
Natomas Area	200		
Wolf Ranch/Sorento	52		
Dry Creek Floodplain Properties	704		
MCDC-RLCCA	47		
County Regional Parks Properties*	130		
Himalayan blackberry/woody thickets	20		
Sub Total Cost	-----	-----	
Contingency (15%) of Sub Total	-----	-----	
Grand Total Cost (per annum)	-----	-----	

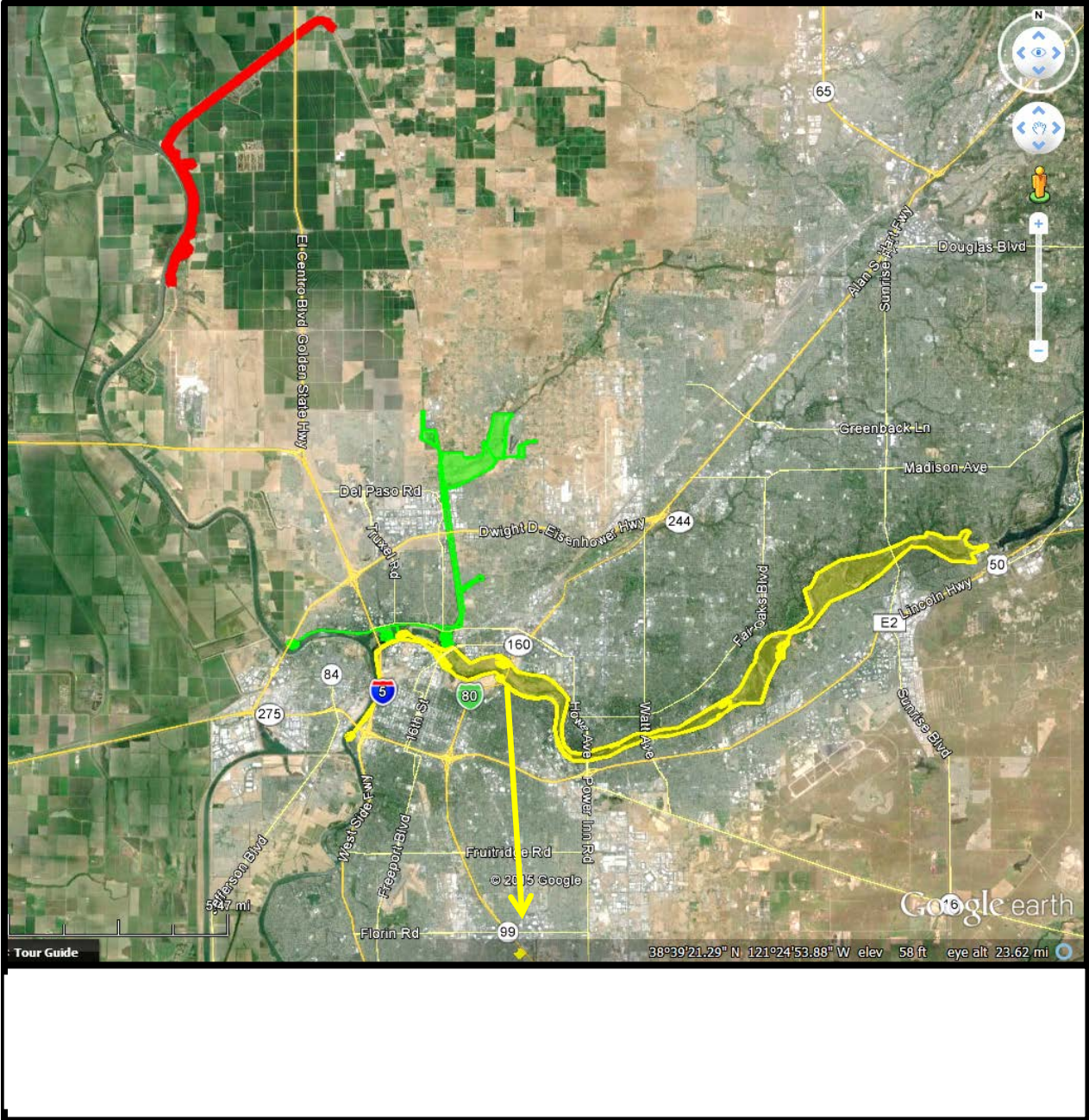
* Optional acreage adjacent to the Dry Creek Floodplain Properties may become available, but is not guaranteed to be available.

SAFCA reserves the right to reject any or all bids, and to independently verify all of the above, and if necessary require additional information from bidders. Failure to comply with all the information required in this proposal may render the proposal non-responsive and may result in its rejection.

EXHIBIT A

GRAZING PROPERTY SITE LOCATIONS

Grazing Property Location Map



NATOMAS AREA



Source: AFCDM 2014

NATOMAS AREA



Source: AECOM 2014

Wolf Ranch-Sorento = ~52 Acres
County Parks Property = ~ 130.8 acres

Dry Creek Floodplain = ~ 703.5 acres
MCDC-RLCCA Area = ~47 acres

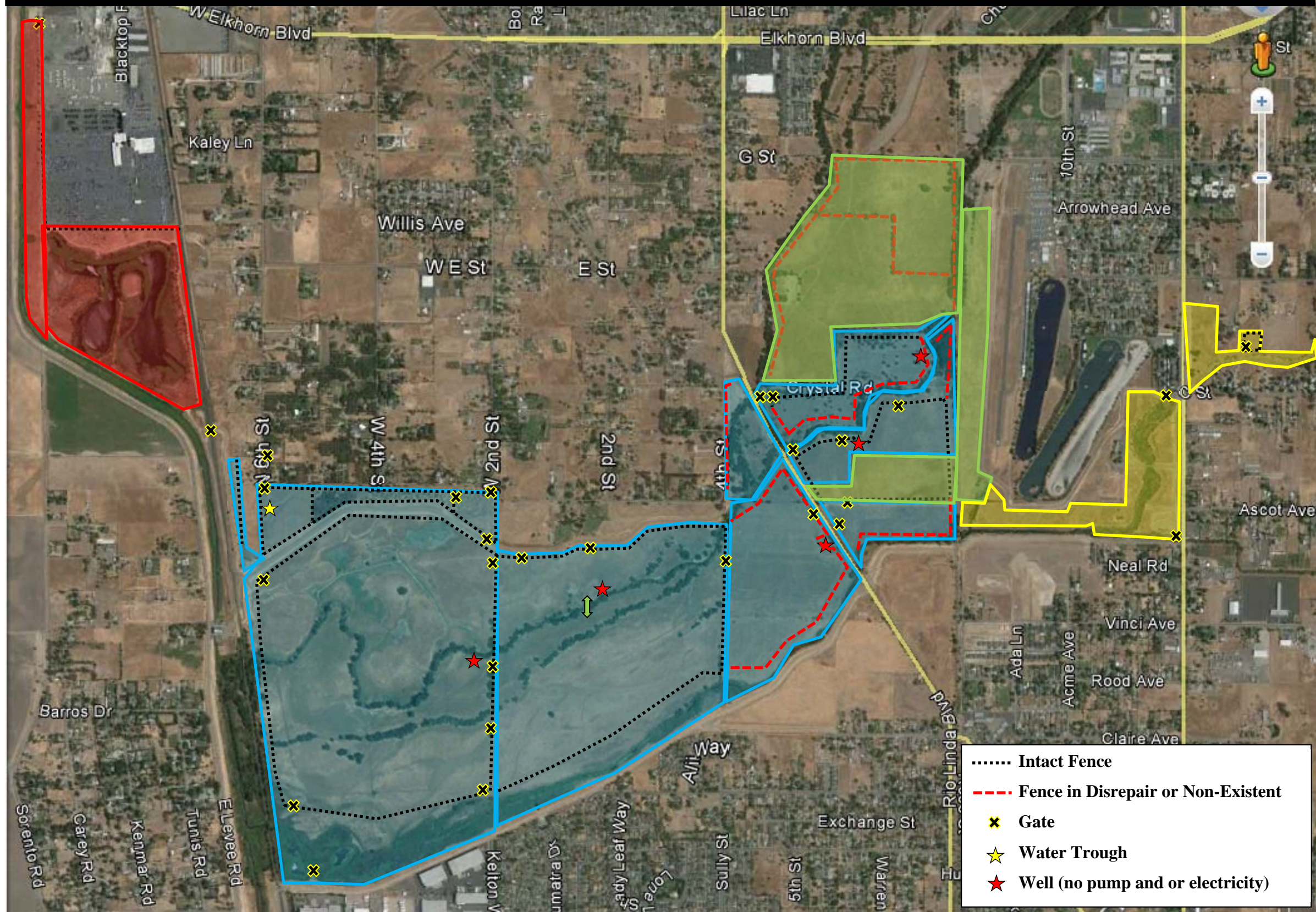


EXHIBIT B

CONSULTANT INSURANCE REQUIREMENTS

SACRAMENTO AREA FLOOD CONTROL AGENCY

Revised: October 2014



INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification, Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Consultant, its agents, representatives or employees. SAFCA shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of SAFCA's Risk Manager the insurance provisions in these requirements do not provide adequate protection for SAFCA and for members of the public, SAFCA may require Consultant, at SAFCA's cost, to obtain additional insurance sufficient in coverage, form and amount to provide adequate protection. SAFCA's

requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1.0 Verification of Coverage

Consultant shall furnish SAFCA with certificates evidencing coverage required below. **Copies of required endorsements must be attached to the certificates provided.** SAFCA's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of SAFCA and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by SAFCA prior to the execution of this Agreement. SAFCA reserves the right to require that Consultant provide, through its broker, explanatory memoranda confirming coverage and limits as required hereunder.

2.0 Minimum Scope of Insurance

Coverage shall be at least as broad as:

2.1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001 or an equivalent. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the Risk Manager.

2.2. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to the Consultant's profession or services.

2.3. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto) for corporate/business owned vehicles or an equivalent. If there are no owned or leased vehicles, symbols "8" and "9" for non-owned and hired autos shall apply. Personal automobile insurance shall apply if vehicles are privately owned.

2.4. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.

2.5. **UMBRELLA** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3.0 Minimum Limits of Insurance

Consultant shall maintain limits no less than:

3.1. GENERAL LIABILITY shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

3.2. PROFESSIONAL LIABILITY or Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

3.3. AUTOMOBILE LIABILITY: Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit. Privately owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

3.4. WORKERS' COMPENSATION: Statutory.

3.5. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

4.0 Deductibles and Self-Insured Retention

4.1 Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared to and approved by SAFCA. Consultant will provide by separate letter, which is referenced herein, the amount of its liability deductible or self-insured retention, including but not limited to general liability, automobile liability and professional liability, to SAFCA's Risk Manager for SAFCA's approval prior to the execution of this Agreement.

4.2 Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

5.0 Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

5.1 All Policies:

5.1.1 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. SAFCA's Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SAFCA and the general public are adequately protected.

5.1.2. **MAINTENANCE OF INSURANCE COVERAGE:** The Consultant shall maintain all insurance coverages in place at all times and provide SAFCA with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Consultant is required by this Agreement to immediately notify Agency if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Consultant shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

5.2 Commercial General Liability and/or Commercial Automobile Liability:

5.2.1 **ADDITIONAL INSURED STATUS:** SAFCA and the City of Sacramento, their governing boards, officers, directors, officials, employees, and registered volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no endorsed limitations on the scope of protection afforded to SAFCA, its officers, directors, officials, employees, and registered volunteers.

5.2.2 **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Section 2782 of the Civil Code.

5.2.3 **PRIMARY INSURANCE:** For any claims related to this Agreement, the Consultant's insurance coverage shall be endorsed to be primary insurance as respects SAFCA and the City of Sacramento, their governing boards, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by SAFCA, its officers, directors, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

5.2.4 **SEVERABILITY OF INTEREST:** The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.2.5 SUBCONSULTANTS: Consultant shall be responsible for the acts and omissions of all its subconsultants and shall require all subconsultants to maintain adequate insurance. Subconsultants shall carry insurance for Workers' Compensation to the full statutory limits.

5.3 Professional Liability:

5.3.1 PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

5.4 Workers' Compensation:

5.4.1 WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against SAFCA, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Consultant.

6. Notification of Claim

6.1 If any claim for damages is filed with Consultant or if any lawsuit is instituted against Consultant, that arise out of or are in any way connected with Consultant's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

EXHIBIT C

CONTRACT TEMPLATE

SACRAMENTO AREA FLOOD CONTROL AGENCY

CONTRACT NO. [NUMBER]
with
[CONSULTANT]
for
[DESCRIPTION OF SERVICES]

THIS Agreement shall be effective the [DAY] day of [MONTH]2013, (**Note that this is usually the date the Board authorized the contract**) by and between the SACRAMENTO AREA FLOOD CONTROL AGENCY, a joint exercise of powers agency established pursuant to the laws of the State of California, hereinafter referred to as "SAFCA", and [CONSULTANT NAME], hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, the Executive Director has determined that it is desirable to retain a consultant to provide [DESCRIPTION OF SERVICES] services; and

WHEREAS, CONSULTANT by reason of the firm's qualifications, experience and facilities for performing the type of services contemplated herein has proposed to provide the desired services; and

[CHOOSE ONE OF THE FOLLOWING TWO]

WHEREAS, SAFCA Resolution [RESO #], authorizes the Executive Director to enter into an Agreement for said services with CONSULTANT.

WHEREAS, SAFCA Resolution 2012-144, authorizes the Executive Director to enter into Agreements for said services.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, SAFCA and CONSULTANT agree as follows:

AGREEMENT

1. SCOPE OF SERVICE

The scope of services covered by this Agreement are those services identified in Exhibit [EXHIBIT #] attached hereto and by this reference incorporated herein. If there is conflict between the terms of this Contract and Exhibit A, the terms of the Contract shall prevail.

CONSULTANT shall immediately notify SAFCA'S Project Manager in writing of any work that SAFCA requests to be performed that CONSULTANT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until SAFCA approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONSULTANT'S compensation is approved and executed by both parties.

2. TERM OF AGREEMENT

Unless amended pursuant to Section 16 or terminated pursuant to Section 15 herein, this Agreement shall

[CHOOSE ONE OF THE FOLLOWING THREE]

expire when the services identified in Section 1 above are fully performed.

expire on the [DAY] day of [MONTH] 2008.

expire on the 30th day of June [YEAR].

3. SCHEDULE FOR PERFORMANCE

CONSULTANT shall perform the services identified in Exhibit [EXHIBIT # USUALLY- A] **[CHOOSE ONE OF THE FOLLOWING THREE]**

- as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
- in accordance with the Project Schedule attached as Exhibit [EXHIBIT #].
- in accordance with the Project Schedule shown in Exhibit [EXHIBIT #].

4. COMPENSATION AND PRICE CEILING

[CHOOSE ONE OF THE FOLLOWING THREE]

The compensation to be paid by SAFCA to CONSULTANT for the services rendered hereunder shall be on a time and expense basis based upon the Rate Schedule attached as Exhibit [EXHIBIT #].

The compensation to be paid by SAFCA to CONSULTANT for the services rendered hereunder shall be on a cost plus fixed fee basis based upon overhead and profit rates as shown on Exhibit [EXHIBIT #] attached.

The compensation to be paid by SAFCA to CONSULTANT for services rendered hereunder shall be on a lump sum basis based upon the task breakdown as shown in Exhibit [EXHIBIT #] attached.

TOTAL PRICE CEILING:

\$(AMOUNT)

Total compensation for services rendered by CONSULTANT to SAFCA, including reimbursable expenses, shall not exceed the Total Price Ceiling.

SAFCA 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 16.

5. INVOICING AND PAYMENT

CONSULTANT shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. CONSULTANT shall reference the contract number on all invoices. CONSULTANT shall use the format, content, and support documentation for invoices specified by SAFCA to identify the actual level of work effort, including the hours actually worked by each classification or employee name, and the actual expenditures on tasks and subtasks and/or project status with respect to any work product, milestone, or other events required by this Agreement. The detail in the monthly invoice shall inform SAFCA of both the nature and progress of work.

[CHOOSE ONE OF THE FOLLOWING TWO]

Payment for reimbursable expenses will be made in accordance with Exhibit [EXHIBIT #]. The IRS current guidelines for mileage and meal reimbursement will be strictly adhered to and override the current Exhibit B.

Payment for extra work authorized by the Executive Director will be made in accordance with Exhibit [EXHIBIT #].

SAFCA shall approve or disapprove said invoice or billing within ten (10) days following receipt thereof, and shall pay, within thirty (30) days approval, all approved invoices and billings. SAFCA reserves the right to withhold payment of disputed specific items and shall give

notice to the CONSULTANT, pursuant to Section 6 herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.

CONSULTANT shall notify SAFCA'S Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two percentages, and an assessment of the cost of the remaining work to be performed.

6. NOTICES

Any notices or other communications to be given to either party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

SAFCA	SACRAMENTO AREA FLOOD CONTROL AGENCY 1007 7th Street, 7th Floor Sacramento, CA 95814 ATTENTION: Director of [Administration and Engineering]	916 874-7606 Fax 874-8289
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CONSULTANT	[CONSULTANT NAME] [ADDRESS] [CITY, STATE ZIP] ATTENTION: [CONTACT PERSON]
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Such notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice or notice by facsimile machine provided, however, that notice by facsimile machine shall be followed by notice deposited into the United States mail as discussed above.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed by the parties hereto that CONSULTANT is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of SAFCA. SAFCA 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 hereby indemnifies and holds SAFCA harmless from any and all claims that may be made against SAFCA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of SAFCA as to the designation of tasks to be performed, and the results to be accomplished but not the means, methods or sequence used by CONSULTANT for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons 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. It is further understood and agreed that as an independent contractor and not an employee or agent of SAFCA, CONSULTANT shall have no entitlement as a SAFCA employee, or any right to act on behalf of SAFCA in any capacity whatsoever as agent, or to bind SAFCA to any obligation whatsoever, unless CONSULTANT has been specifically authorized to negotiate legislation or enter into Agreements on SAFCA'S behalf.

E. It is further understood and agreed that CONSULTANT must issue W-2 Forms or other suitable tax forms for income and employment tax purposes, for all of CONSULTANT'S assigned personnel or subconsultants under the terms and conditions of this Agreement.

8. AUTHORITY OF CONSULTANT

It is understood and agreed that CONSULTANT is to provide information, research, advice, recommendations and consultant services to SAFCA. CONSULTANT shall possess no authority with respect to any SAFCA decision. SAFCA is responsible for and shall make all policy decisions related to work of CONSULTANT.

9. POTENTIAL CONFLICTS OF INTEREST

CONSULTANT shall disclose its involvement in any projects which may be directly affected by actions taken by SAFCA based on the services provided hereunder. CONSULTANT shall not write a proprietary specification for material or equipment from companies in which it holds a beneficial interest.

CONSULTANT certifies that it has disclosed to SAFCA any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT hereby agrees to advise SAFCA in writing of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement and shall give such notice pursuant to Section 6 herein, within ten (10) days of CONSULTANT'S knowledge of such conflict. SAFCA reserves the right to require CONSULTANT to submit a financial disclosure statement.

CONSULTANT agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to the work covered by this Agreement. CONSULTANT may request a waiver of these requirements from SAFCA. The request for a waiver must be in writing and shall contain a disclosure and description of the actual, apparent or potential conflict of interest and CONSULTANT'S reasons and justification for requesting such a waiver. The request shall be submitted to SAFCA pursuant to Section 6 of this Agreement.

10. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports or other work products of CONSULTANT hereunder shall be the property of SAFCA and shall be delivered to SAFCA upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication or release of any or all of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by SAFCA. SAFCA shall have joint ownership of any copyright interest(s) created for documents prepared or produced under this Agreement and shall be able to utilize, reproduce or publish said documents by any means with no further compensation to or permission from CONSULTANT. Any such reuse or modification for purposes other than those intended by the CONSULTANT shall be at SAFCA's sole risk and without liability to the CONSULTANT.

11. INDEMNIFICATION AND INSURANCE

For work or services provided under this Agreement, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless SAFCA, its Board of Directors, officers, agents, and employees from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, but only to the proportionate extent caused by the negligent acts, errors, omissions, recklessness or willful misconduct on the part of the CONSULTANT or the CONSULTANT's subconsultants or subcontractors.

CONSULTANT'S indemnification and defense obligation owed to SAFCA shall be subject to any of the following: (1) A judgment has become final by a Court of Competent Jurisdiction, (2) other mutually agreeable dispute resolution process establishing the proportionate degree of fault of the parties under law, which shall establish the extent of the CONSULTANT'S indemnity and defense obligations. If requested by SAFCA, CONSULTANT agrees to participate, at its own expense, in the defense of a claim to provide testimony or to produce documents or other information relevant to the defense of the claim. Notwithstanding the foregoing, the parties expressly agree that the CONSULTANT'S indemnity and defense obligations under this Section shall permit the CONSULTANT to reimburse SAFCA for costs, reasonable attorneys' fees, expenses and liabilities incurred by SAFCA in defense of a claim that is subject to the scope of the indemnity and in which the CONSULTANT is requested to, indemnify, defend, and hold harmless SAFCA.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the CONSULTANT or the CONSULTANT'S subconsultants or subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

CONSULTANT agrees that it will maintain in full force and effect, for the duration of the performance of the work covered by this Agreement, at its sole cost and expense, insurance

coverages as set forth in Exhibit C attached here to. With the exception of Worker's Compensation Insurance, which shall be provided in accordance with the statutory requirements of the State of California, CONSULTANT'S subconsultants and/or subcontractors shall maintain insurance coverages at such limits determined by CONSULTANT.

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

12. PROFESSIONAL SERVICES

CONSULTANT agrees that the work hereunder shall be performed and completed in a professional manner and according to the professional standards observed by a competent practitioner of the profession in which CONSULTANT and any sub-consultants are engaged. CONSULTANT shall not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of SAFCA without the prior written consent of SAFCA. SAFCA representatives shall, with reasonable notice, have access to the work for purpose of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

13. NON-DISCRIMINATION IN EMPLOYMENT

A. CONSULTANT shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, or physical or mental handicap. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices that CONSULTANT shall provide an atmosphere free of sexual harassment for employees, clients, and volunteers.

B. CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

14. FINANCIAL RECORDS

A. CONSULTANT shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement, including records of all of its reimbursable expenses incurred in connection therewith which shall be maintained in accordance with generally accepted accounting principles consistently applied. SAFCA or any duly authorized representative of SAFCA shall, with reasonable notice, have access to and the right to examine, audit and copy such records. The Auditor or his or her

designated representative shall not disclose to any other person any personally identifiable information concerning client services performed by CONSULTANT derived as a result of the conduct of any audit.

B. CONSULTANT shall be afforded the opportunity to review any draft audits prepared following review of its financial records and shall be afforded the opportunity to provide an explanation to the auditor regarding any issues raised as a result of said draft audit. Said explanation shall be included and discussed in the final audit report.

C. CONSULTANT shall reimburse SAFCA for any overpayment, determined to have been made as a result of an audit of CONSULTANT'S records as discussed above, not later than ten (10) days following the date of service of written notice to CONSULTANT of the amount of overpayment.

15. TERMINATION

SAFCA shall have the right to terminate this Agreement at any time by serving upon CONSULTANT 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 CONSULTANT at the address indicated in Section 6. In the event SAFCA issues such notice of termination:

A. CONSULTANT shall cease rendering services as of the effective date of the termination pursuant to this Agreement.

B. CONSULTANT shall deliver to SAFCA copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photocopy, photographing, 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.

C. SAFCA shall have full ownership and control of all such writings delivered by CONSULTANT pursuant to this Agreement.

D. SAFCA shall pay CONSULTANT for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.

Notwithstanding the thirty-day notice provision contained within this section it is hereby agreed that SAFCA may terminate this Agreement or amend this Agreement immediately upon written notice served upon CONSULTANT that funds are not available from external sources for this Agreement or for any portion thereof; or that SAFCA has not budgeted sufficient funds for this Agreement in SAFCA'S final budget for applicable fiscal year(s). In this event CONSULTANT shall cease rendering services immediately upon being served with the above notice.

16. AMENDMENTS

Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.

17. SUCCESSORS AND WAIVERS

This Agreement shall bind the successors of SAFCA and CONSULTANT in the same manner as if they were expressly named. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

18. ASSIGNMENT

CONSULTANT shall not assign or transfer its duties, responsibilities or interests pursuant to this Agreement without the express written consent of SAFCA.

19. INTERPRETATION AND ENFORCEMENT

Interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

20. DISPUTES

Any dispute arising under this Agreement shall be decided by SAFCA'S Executive Director who shall put his decision in writing and give notice to CONSULTANT pursuant to Section 6. The decision of the Executive Director shall be final unless within thirty (30) days from the date of mailing such copy CONSULTANT appeals the decision in writing to the Board of Directors of SAFCA. In connection with any appeal proceeding under this paragraph, CONSULTANT shall be afforded the opportunity to be heard and offer evidence in support of its appeal. Pending a final decision of the dispute hereunder, CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the Executive Director's decision. Nothing contained herein shall impair SAFCA'S or CONSULTANT'S right to bring suit in a court of competent jurisdiction after exhausting the administrative remedy herein. Any court proceedings shall be brought in Sacramento, California.

21. SUBCONTRACTING

The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without the written authorization of SAFCA, except that which is expressly identified in Exhibit [EXHIBIT #].

22. CONFIDENTIAL INFORMATION

All data, documents, discussions, or other information developed or received by or for CONSULTANT in performance of this Agreement are confidential and CONSULTANT shall not disclose such information to any person except as authorized by the Executive Director or Agency Counsel, or their designee, or as required by law.

23. PARTIES TO AGREEMENT

CONSULTANT and SAFCA are the only parties to this Agreement. The member entities making up SAFCA are not parties and are not liable for any SAFCA obligation set forth herein.

24. INTERPRETATION

It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation and that each of the parties has had a full and fair opportunity to have such provisions reviewed by their legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

25. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

A. It is the policy of the State of California, as stated in Public Contract Code Section 7110, that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. In compliance with Section 7110, the CONSULTANT, by CONSULTANT'S signature on this Agreement: 1) acknowledges that the CONSULTANT is aware of the state policy identified herein; and 2) the CONSULTANT, to the best of CONSULTANT'S knowledge, is fully complying with, and will continue to fully comply with, the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the State Employment Development Department.

B. CONSULTANT'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONSULTANT'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

C. CONSULTANT'S failure to cure such default within ninety (90) days of notice by the Jurisdictional Agency shall be grounds for termination of this Agreement.

26. FAIR EMPLOYMENT AND HOUSING ACT

The CONSULTANT and any sub-consultants, shall comply with the provisions of the

Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et. seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted to implement such article. The CONSULTANT and any sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. The CONSULTANT and any sub-consultants shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts let for the construction of the project.

27. NONDISCRIMINATION PROGRAM

The CONSULTANT and any sub-consultants agree, unless exempted, to comply with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103. Attention is directed to Labor Code Section 1735, which prohibits discrimination in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, and provides for penalties.

28. DRUG-FREE WORKPLACE ACT

The CONSULTANT and any sub-consultants agree to comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

B. Establish a Drug-Free awareness Program to inform employees about all of the following:

- (a) The dangers of drug abuse in the workplace;
- (b) The person's or organization's policy of maintaining a drug-free workplace;
- (c) Any available counseling, rehabilitation and employee assistance programs, and;
- (d) Penalties that may be imposed upon employees for drug abuse violations.

C. Every employee who provides services under this Agreement:

- (a) Will receive a copy of the CONSULTANT'S drug-free policy statement, and;
- (b) Will agree to abide by terms of the statement as a condition of employment.

29. AMERICANS WITH DISABILITIES ACT

The CONSULTANT and any sub-consultants agree to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

30. CHANGES IN PERSONNEL

CONSULTANT agrees that the project managers and key personnel identified as part of the project team, in CONSULTANT'S proposal and its statement of qualifications shall continue to work on the project and shall not be replaced without prior written approval of SAFCA.

31. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Agreement between SAFCA and CONSULTANT concerning the subject matter hereof.

32. NOTICE OF LICENSURE

CONSULTANT hereby gives notice to SAFCA that CONSULTANT is a corporation formed under the laws of the State of California. Pursuant to the requirements of Title 16, California Code of Regulations, Section 463.5, CONSULTANT hereby gives notice to SAFCA that: A) at least one of the Principals of CONSULTANT; and B) the Engineer in Responsible Charge, are licensed by the California Board for Professional Engineers, Land Surveyors and Geologists to practice engineering, land surveying or geology in the State of California.

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

SACRAMENTO AREA FLOOD CONTROL AGENCY
a joint exercise of powers agency

[CONSULTANT NAME]

By _____
RICHARD M. JOHNSON
Executive Director

By _____
[SIGNATURE]

[PRINT NAME]

APPROVED AS TO FORM:

[TITLE]

By _____
M. HOLLY GILCHRIST
Agency Counsel

[LICENSE #]

Distribution:
Auditor-Controller
Consultant
Consultant File

Agree[CONTRACT #].do