

ATTACHMENT A

AGREEMENT

AGREEMENT NO. _____

(Agreement for On-Call Levee District Engineer Consulting Services)

This Agreement (“Agreement”) is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California (“County”), and MBK Engineers, a California corporation (“Contractor”), jointly referred to as the “Parties” herein.

WITNESSETH

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as levee district engineer consulting; and

WHEREAS, the County desires to obtain a consultant to provide levee district engineer consulting services as they are needed; and

WHEREAS, the County circulated and distributed a Request for Qualifications on April 25, 2022, for qualified consultants to provide these services (RFQ #2022-04-25), an excerpt of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal to provide the desired services, an excerpt of which is attached as Exhibit B; and

WHEREAS, the Contractor was determined to be the best evaluated proposer; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County; and

WHEREAS, the County reserves the right to approve the Contractor’s project manager and any requested personnel and subcontractor changes during the course of each project; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the Parties agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the following services in accordance with Exhibits A and B, and in a manner satisfactory to the Director of Community Services or his/her written designee ("Director"): as-needed, on-call Levee District Engineer consulting services. These services include, but are not limited to, the following tasks:

- i. Inspections to assist with maintenance plans.
- ii. Preparation of maintenance plans with respect to engineering budget and outside funding source criteria.
- iii. Preparation and filing of funding assistance applications and claims.
- iv. Monitoring areas of continual problems and design of solutions.
- v. Surveying to monitor the state of the levee system.
- vi. Preparation of plans and specifications for use in solicitation of bids for maintenance work.
- vii. Contract administration for bid maintenance work.
- viii. Inspection of maintenance work.
- ix. Development of encroachment standards and evaluation of encroachment applications.
- x. Representation at meetings and workshops with local, State, and Federal representatives regarding all levee activities.
- xi. Monitoring of legislative activity regarding levee drainage and water quality activities.
- xii. Preparation and coordination of environmental documentation and regulatory permit applications.

B. Contractor will provide all facilities, equipment, personnel, labor, and materials necessary to provide the foregoing services in accordance with this Agreement.

C. The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A: Request for Qualifications Excerpt

Exhibit B: Proposal Excerpt

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

D. The Director may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Paragraph II of this Agreement.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated according to the hourly rates set forth in the Contractor's proposal, for Contractor and its subconsultants, as included in Exhibit B. Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed Three Hundred Thousand dollars (\$300,000). In the determination of hourly fees, time allotments shall be calculated to one-quarterly of an hour.

B. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth herein. The compensation set forth above includes reimbursement for all expenses incurred by Contractor in the performance of this Agreement.

III. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of each subtask identified in Paragraph I in a manner satisfactory to the Director, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-quarter of an hour, the rate per hour charged for each person providing the service, and an itemization of the actual expenses for which reimbursement is requested. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns that the Director has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor

in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

IV. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, as the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VI. RECORDS, ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

VIII. TERM AND TERMINATION

A. The term of this Agreement shall be from **July 1, 2022**, through **June 30, 2025**, unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed

to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 30 days' written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

IX. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

X. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XI. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of, or as a result of, litigation or administrative proceeding(s), alleged to arise out of:

1. any negligent act, error or omission of Contractor, its officers, agents or employees, in performing the services, responsibilities or duties required of Contractor by this Agreement; or
2. any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of Contractor by this Agreement.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. In providing any defense under this Paragraph, Contractor shall use counsel reasonably

acceptable to the County Counsel.

C. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all Subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

D. If the services hereunder are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all Subcontractors performing such services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any Subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

E. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of the Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the County. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop

orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

XII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate

b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG

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b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work Contractor will provide proof of compliance to the County of Yolo.

E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this Agreement. In the event contractor fails to obtain or maintain

completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIII. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XIV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: MBK Engineers
Attn: Thomas Engler
455 University Avenue, Suite 100
Sacramento, CA 95825
engler@mbkengineers.com

County: County of Yolo
Department of Community Services
Attn: Manager of Natural Resources
292 West Beamer Street
Woodland, CA 95695
NaturalResources@yolocounty.org

B. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XV. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVI. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

XVII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County

and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books,

records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XVIII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XIX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby 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 or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XX. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXI. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver

of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

C.

1. By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
2. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded by any federal department or agency;


- b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;
 - d. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - f. Will included a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

XXV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

MBK ENGINEERS

By: 
Thomas Engler, P.E., Principal

Date: 6/17/2022

COUNTY OF YOLO

By: _____
Angel Barajas, Chair
Yolo County Board of Supervisors

Date: _____

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: 
Eric May, Senior Deputy County Counsel

EXHIBIT A

REQUEST FOR QUALIFICATIONS EXCERPT

Notice of Request for Statement of Qualifications

for the

**Yolo County Administrator's Office
Natural Resources Division**



**TO PROVIDE
LEVEE DISTRICT ENGINEER CONSULTING SERVICES**

Statement of Qualifications Due:
**Friday, May 20, 2022
4:00 p.m.**

Yolo County Procurement Department
625 Court Street, Room 103
Woodland, CA 95695

RFQ Coordinator: Karen Kawelmacher
(530) 666-8073

Karen.Kawelmacher@yolocounty.org

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE

The Yolo County Administrator's Office (Natural Resources Division) is requesting proposals from qualified consultants to provide levee district engineer consulting services for Yolo County per the Scope of Work as outlined in this RFQ.

B. SYNONYMOUS TERMS

1. As used throughout this proposal and its attachments, the following terms are synonymous:
 - a. Supplier, Vendor, Contractor
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer

2. "The County" refers to the County of Yolo, California.

C. SCOPE OF WORK

1. GENERAL DESCRIPTION:

The County is responsible for the operations and maintenance of two levee systems – Unit No. 01 Right Bank Cache Creek (also known as "Huff's Corner") and Unit No. 01 Right Bank of Sacramento River at Knights Landing (also known as "County Service Area 6"). The County of Yolo is seeking to obtain a qualified consultant to provide the following services on an on-call basis for both levee systems:

- a. LEVEE DISTRICT ENGINEER CONSULTING SERVICES

2. PREVAILING WAGE & CALIFORNIA LABOR CODE REQUIREMENTS

- a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of

any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all Sub-contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

- b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all Sub-contractors performing such services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any Sub-contractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- c. This Contract may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the County. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3. TECHNICAL SPECIFICATIONS:

- a. Project tasks shall include, but are not limited to, the following:

- i. Inspections to assist with maintenance plans.
- ii. Preparation of maintenance plan with respect to engineering budget and outside funding source criteria.
- iii. Preparation and filing of funding assistance applications and claims.
- iv. Monitoring areas of continual problems and design of solutions.
- v. Surveying to monitoring state of levee system.
- vi. Preparation of plans and specifications for use in solicitation of bids for maintenance work.
- vii. Contract administration for bid maintenance work.
- viii. Inspection of maintenance work.
- ix. Development of encroachment standards and evaluation of encroachment applications.
- x. Representation at meetings and workshops with local, State, and Federal representatives regarding all levee activities.
- xi. Monitoring of legislative activity regarding levee drainage and water quality activities.
- xii. Preparation and coordination of environmental documentation and regulatory permit applications.

b. Vendor Minimum Requirements

- i. Vendor shall have a minimum of five (5) years' experience performing the services required in this RFQ.

4. AWARDED CONTRACTOR REQUIREMENT:

The successful awarded contractor must supply all insurance requirements as required in Attachment 1 – Yolo County Insurance Requirements.

5. CONTRACT TERM:

Contractor agrees to provide awarded items and/or services as specified in the RFQ document for a period of three (3) years. **Hourly rates shall remain firm for the term.**

D. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in Section II – RFQ Schedule of Events. Proposers shall respond to the written RFQ and any exhibits, attachments, or amendments. A Proposer’s failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

E. SUBMITTING PROPOSALS

The required method of submitting your SOQ is electronically through BidSync. It is the sole responsibility of the applicant to ensure their SOQ reaches BidSync before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1-800-990-9339 for vendor support. Submittals received that are incomplete for any reason, shall not be accepted.

F. ADDENDA

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFQ will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

SECTION II. RFQ SCHEDULE OF EVENTS

The following RFQ Schedule of Events represents the County’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of date for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders to check for any RFQ document updates, changes, or answers posted on the BidSync website. Failure to periodically check the website will be at the Bidder’s sole risk.

EVENT	DATE & TIME
County Issues RFQ	April 25, 2022
Deadline for Written Comments Posted on BidSync	May 6, 2022 @ 4:00 p.m.
County Issues Responses to Written Comments	May 13, 2022
Statement of Qualifications Due	May 20, 2022 @ 4:00 p.m.

County Completes Evaluations	June 10, 2022
Anticipated Contract Start Date	July 1, 2022
Anticipated Contract End Date	June 30, 2025

SECTION III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFQ COORDINATOR

The following RFQ Coordinator shall be the main point of contact for this RFQ:

Karen Kawelmacher
Lead Buyer
Yolo County Purchasing Department
(530) 666-8073
Karen.Kawelmacher@yolocounty.org

B. COMMUNICATIONS REGARDING THIS RFQ

Questions concerning the RFQ should be submitted in writing online at www.bidsync.com in the questions and answers section of the solicitation. Any oral communications shall be considered unofficial and non-binding on the County.

Any irregularities or lack of clarity in the RFQ should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in response to this RFQ. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFQ, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFQ, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Exhibit "A" before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFQ is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFQ AMENDMENT AND CANCELATION

The County reserves the unilateral right to amend this RFQ in writing at any time. The County also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFQ and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFQ in its entirety.

Any proposal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFQ and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFQ requirements or excuse the proposer from full compliance with the RFQ. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFQ.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the County after all factors have been evaluated.

AWARD EVALUATION CRITERIA	MAXIMUM POINTS
Qualifications and Experience	60
Responsibility/Demonstrated Competence	10
Customer References	20
Quality and Completeness of Submitted Proposal	10
Total Points:	100

AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final negotiations. Any such terms and conditions shall be within the scope of the RFQ and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

SECTION IV. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. REQUIRED PROPOSAL SUBMITTALS

All Proposers are required to submit the following information. Failure to include required submittals may be cause for rejection of your proposal. The proposal shall be organized as follows:

Exhibit A – Introductory Transmittal Letter

Provide a brief formal letter that provides information regarding the firm and its understanding of the services to be performed. The letter shall include the following:

- i. Company name (as it should appear in the contract)
- ii. Company address
- iii. Contact person, telephone number, and e-mail address
- iv. The letter must be signed by an individual authorized to bind the proposing entity

Exhibit B – Firm’s Capabilities and Qualifications

In this exhibit, please describe your firm’s capabilities and resources in relation to the scope of services. This should include:

- i. Provide a description of the firm, its qualifications, year business was established, and number of employees.
- ii. Describe your firm’s capacity and ability to provide the required services in a timely manner, other on-going projects, accessibility of staff, flexibility and readiness to complete specified work.

Exhibit C – Identify Key Personnel and Their Qualifications

In this exhibit, please identify the key personnel assigned to this contract (including subconsultants when applicable and identify their expertise related to the required services), and describe their background, qualifications, credentials, recent similar experience, and responsibility on the required services. Provide resumes as appropriate.

Exhibit D – Demonstrate Firm’s Experience

- i. Demonstrate methodologies, practices, process, and standards used for accomplishing the work described in the Scope of Work.
- ii. Describe firm’s experience doing similar work for (a) other public agencies and (b) for private industries, if applicable.
- iii. Describe firm’s experience with managing levee systems.
- iv. Describe firm’s knowledge of local, state, and federal codes and standards as it relates to levee operations and maintenance.
- v. List and describe three (3) similar projects recently completed including the dates of service and client.

Exhibit E – References

Provide three (3) unique client references, including contact person and current telephone numbers and email address. In addition, provide a brief explanation of the services provided for the client.

Exhibit F – Fee Proposal

Vendor shall provide a list of rates which shall be inclusive of all costs associated with work likely to be assigned to the firm related to tasks states in this RFQ, including but not limited to personnel, administrative overhead, printing costs, attendance at meetings, travel, etc.

Exhibit G – Responsibility/Demonstrated Competence

Provide answers in your response to each of the following questions:

- i. Have you ever defaulted on a contract? If yes, where and why?
- ii. Has your firm ever been suspended or debarred by any government agency? If yes, please explain.
- iii. In the last five (5) years has any claim against your company concerning your company’s work on a project been filed in court or arbitration?

Exhibit H – Non-Collusion and Non-Conflict of Interest Statement

Proposer shall complete the provided Non-Collusion and Non-Conflict of Interest Statement.

Exhibit I – Execution & Exceptions to Sample Agreement

A statement that the Sample Agreement has been reviewed and a list of any exceptions or changes which are requested prior to execution of the Agreement. No requests will be considered other than those presented in the proposal. All the insurance requirements detailed in the Sample Agreement must be met including Comprehensive General Liability, Automobile Liability, Professional Liability Insurance and Worker’s Compensation. The contractor must maintain all of the listed minimum coverages for these insurances throughout the duration of this contract. Worker’s Compensation insurance can be waived by using an exclusionary clause of any employees or subcontractors doing work under this contract.

Include the following statement in your proposal: [YOUR NAME] has reviewed Yolo County’s ‘Sample Agreement’ and will maintain the required insurance throughout the duration of the contract and return Exhibit I with your proposal.

Review the Insurance Requirements (Attachment 1) and Sample Agreement (Attachment 2) and submit all necessary paperwork listed under these requirements with the proposal (this includes proof of insurance and professional certification documents). To be considered for review for this RFQ, proof of insurance must be provided with your document submittal showing that you currently carry the necessary insurance coverage and have the necessary insurance limits as detailed in the Service Contract Insurance Requirements. Within 14 days of award of contract, the accord document shall be provided addressing these required coverages including endorsements stating, “Yolo County, its officers, agents, employees, and volunteers are fully included as additional insureds with respect to services performed by named insured.”

At the time of contract award, the contractor and Yolo County will enter into an agreement for consultant services using the Sample Agreement as the template. The Sample Agreement does not constitute the final phrasing of the final contract to be negotiated between Yolo County and the contractor.

Exhibit J – Signature Page

Proposer shall complete the provided Signature Page.

B. PROPOSAL FORMAT AND CONTENT

The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content. Proposal responses shall be no more than 20 pages **excluding** appendices (e.g., certifications, resumes).

The format and content of the proposal are as follows:

1. If provided, use any forms included in the Exhibits, as well as the requirements listed above. All other pages are to be single-spaced typed pages with one-inch margins.
2. Identify the Exhibit Category of the proposal, proposal number, and Proposer name on every page submitted.
3. All pages must be numbered sequentially.

SECTION V. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFQ Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFQ by the County.

C. FEDERAL, STATE, AND LOCAL LAWS

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFQ with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

H. EXTENSIONS

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not-to-exceed six (6) months.

I. PRICE ESCALATION

Contractor agrees to provide awarded items and/or services as specified in the RFQ document for a period of three years. Hourly rates shall remain firm for the three (3) year term.

J. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order, or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered, and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

M. TERMINATION FOR CONVENIENCE

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

N. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

O. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFQ, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

P. F.O.B. POINT

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

Q. PROTESTS

The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1. Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFQ Coordinator of this solicitation and the Manager of Procurement.

All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of County employee designated as the RFQ Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
- g. The party filing an "award" protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest;
- h. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of Financial Services
625 Court St., Ste. 103
Woodland, CA 95695-3490

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP/IFB Protest and shall constitute a failure to exhaust administrative remedies.

In all cases, the first level of review of any protest shall be conducted by the respective Department issuing the solicitation.

However, should a protester disagree with the conclusion of the Department Head, the Bidder/Offeror may submit a formal written request by e-mail or hard copy and received within five (5) working days from the date of the first determination made by the Department

Head for further review to the County Administrator's Office (CAO). No facsimiles will be accepted. The CAO decision shall be final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

2. Protest of RFQ Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided in writing by e-mail or hard copy directly to the RFQ Coordinator prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item #3 Deadline for Written Comments Posted on BidSync. No facsimiles will be accepted.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3. Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFQ. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received by the RFQ Coordinator within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**" and shall be received by e-mail or hard copy. No facsimiles will be accepted. Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

4. Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than five (5) working days after the notice of the proposed contract award to

the respective Department Head. Contact information for the Department Head is as follows: (Department Head name, address, e-mail.) Notice must be clearly marked “**Notice of Protest of Award of Contract**” and may be received by e-mail or hard copy. No facsimiles will be accepted. A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

*THE SUPPORTING MATERIALS FOR 'EXHIBIT A' ARE ON FILE
WITH THE COUNTY'S PROCUREMENT DEPARTMENT*

EXHIBIT B

PROPOSAL EXCERPT

May 20, 2022



STATEMENT OF QUALIFICATIONS
LEVEE DISTRICT ENGINEER CONSULTING SERVICES
YOLO COUNTY
NATURAL RESOURCES DIVISION

PRESENTED BY: THOMAS ENGLER, P.E., CFM
MBK ENGINEERS
455 UNIVERSITY AVE. SUITE 100
SACRAMENTO, CA 95825



Water Resources ♦ Flood Control ♦ Water Rights

GILBERT COSIO, JR., P.E.
 MARC VAN CAMP, P.E.
 WALTER BOUREZ, III, P.E.
 RIC REINHARDT, P.E.
 DON TRIEU, P.E.
 DARREN CORDOVA, P.E.
 NATHAN HERSHEY, P.E., P.L.S.
 LEE G. BERGFELD, P.E.
 BEN TUSTISON, P.E.
 THOMAS ENGLER, P.E., CFM
 MICHAEL MONCRIEF, P.E.

ANGUS NORMAN MURRAY
 1913-1985

CONSULTANTS:
 JOSEPH I. BURNS, P.E.
 DONALD E. KIENLEN, P.E.

May 20, 2022

A. Introductory Transmittal Letter

Dear Ms. Kawelmacher:

The following Statement of Qualifications presents a general overview of the qualifications and experience of MBK Engineers (MBK). MBK submits this document in response to the Yolo County Natural Resources Division's Request for Qualifications (RFQ) specific to Levee District Engineer Consulting Services. MBK certifies that our firm has the capability, and is willing, to provide Yolo County with the services requested.

The MBK team, under the direction of Tom Engler, is uniquely qualified and interested in providing the Yolo County Natural Resources Division with Levee District Engineer Consulting Services including, but not limited to: inspections and assistance with maintenance plans; maintenance plan preparation, including development and implementation of System-Wide Improvement Framework Plans, with respect to both the engineering budget and meeting outside funding source criteria; preparing and filing funding assistance applications and claims; monitoring areas of continual problems and developing design solutions; conducting surveys to monitor the state of the levee system; preparation of plans and specifications for bid solicitations; conducting contract administration; inspecting maintenance work; developing encroachment standards and evaluating encroachment applications; representing Yolo County at meetings with local, State, and Federal representatives regarding all levee activities; monitoring legislative activity regarding levee drainage and water quality activities; and preparing and coordinating environmental documentation and regulatory permit applications.

Tom Engler, as signatory of this document and our designated primary point of contact, has the authority to enter into any provision, agreement, or contract resulting from this RFQ, as a shareholder of MBK. Tom will also serve as the Lead Contact for any work performed under any contract resulting from this Statement of Qualifications. We appreciate the opportunity to assist Yolo County with future projects. Please contact me if you have any questions.

Sincerely,
 MBK Engineers

Main Office:
 MBK Engineers
 455 University Avenue, Suite 100
 Sacramento, CA 95825

A handwritten signature in blue ink that reads "Tom Engler".

Thomas Engler, P.E., CFM
 (916) 456-4400/ engler@mbkengineers.com

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B. Firm Capabilities and Qualifications

Company Background

Located in Sacramento, California, MBK Engineers (MBK) is a well-respected consulting engineering firm, which serves a wide variety of water resources-oriented clients in California, Nevada, and Oregon. Currently, MBK employs 54 people. Since MBK Engineers was founded in 1960 and reorganized in 1967, under the name *Murray, Burns and Kienlen, Consulting Civil Engineers*, the firm has devoted its entire professional staff to the resolution of complex water resources issues or projects. MBK personnel specialize in the following areas of water resources engineering:

- Reclamation and Irrigation District engineering services
- Hydrology and Hydraulics
- Development and funding of levee maintenance plans
- Reservoir operations
- Flood control studies, including FEMA work
- Water Rights
- Water Transfers
- Groundwater analysis and management
- Flood analysis, including expert witness testimony
- Regulatory permitting services
- U.S. Army Corps of Engineers Section 10 and 404 Permits
- U.S. Army Corps of Engineers Section 408 Permissions
- Central Valley Flood Protection Board (CVFPB) Permits
- Department of Fish and Wildlife Streambed Alteration Permits
- County Use Permits
- Water Quality Control Board Certifications
- NEPA/CEQA environmental documentation
- Stream Restoration
- Assists in compliance with water resource laws, regulations, and policies

MBK's engineering staff have long been recognized as premier experts by their clients and peers. MBK has a large and diverse client base which has consistently grown over the past 50 years. Our client base consists largely of longtime repeat clients, and many others referred to the firm by current or previous clients. High-quality work, completed on time and within budget, are the basis for MBK's outstanding reputation and continued growth.

The above work areas are performed by five Practice Areas: Flood Management, Delta, Hydrology & Hydraulics, System Operations, and Water Rights. Each of MBK's Principals lead teams in one of the aforementioned Practice Areas. The firm's Principals are active participants in the company's ongoing projects. All MBK work groups are available to assist the Flood Management Group with any work performed on behalf of this Yolo County Levee District Engineer Consulting Services RFQ, on an as-needed basis.

Flood Management Group– Tom Engler, P.E., CFM – Principal, Nicole Ortega-Jewell, PMP – Principal, & Ric Reinhardt, P.E. – Principal: Services include providing Consulting Engineering Service to Yolo County's Huff's Corner, County Service Area-6 (CSA-6) and eight Reclamation Districts along the Sacramento River Flood Control Project (SRFCP) in regard to levee maintenance and rehabilitation, program and project management for the design and planning of levee repair and rehabilitation improvements; advising on levee maintenance; flood insurance studies and floodplain analysis; flood management planning; operational analysis; flood fight and disaster recovery consulting; flood management, and economic and multi benefit feasibility studies.

Delta Group – Nate Hershey, P.E., PLS – Principal & Michael Moncrief, P.E. – Principal: The Delta Group has a dedicated team of professionals to service our clients in the Sacramento-San Joaquin Delta region. In this work, we act as a public representative, and provide consulting engineering service to 30 Sacramento/San Joaquin Delta and Suisun Marsh Reclamation Districts and one north of Delta along the SRFCP in regard to levee maintenance and rehabilitation.

Hydrology & Hydraulics – Don Trieu, P.E. – Principal & Ben Tustison, P.E. – Principal: The Hydrology & Hydraulics (H&H) Group conducts analyses and modeling of flood-related concerns, and performs hydrologic and hydraulic studies. This includes work to support the flood management team and other local, state, and federal programs and projects, including reservoir operations. The H&H Group uses cutting-edge problem-solving skills and software to meet the needs of our clients.

System Operations – Lee Bergfeld, P.E. – Principal & Walter Bourez, P.E. – Principal: Services include reservoir operational studies with a focus on the Central Valley Project/State Water Project (CVP/SWP) system; water supply planning; water budget/balance analysis; analysis of storage and conveyance projects, including conjunctive use projects and groundwater storage; analysis of stream-groundwater interaction; and evaluation of regulatory requirements on water projects.

Water Rights – Marc Van Camp, P.E., WRE – Principal & Darren Cordova, P.E. – Principal: Services include investigations, water rights application and licensing, operational analysis and study, water transfers, transfer analysis, environmental and agency coordination, water use study, and water rights reporting.

Levee District Engineering Services

The role of District Engineer includes assistance with all engineering activities associated with the levees and drainage facilities operated and maintained by the District and its landowners. Services are provided on an "as needed" and "as requested" basis.

In addition to routine maintenance and rehabilitation planning, MBK also develops and assists in implementation of System-Wide Improvement Framework (SWIF) Plans. SWIFs are plans to demonstrate how local levee maintaining agencies will correct items identified in the U.S. Army Corps of Engineers

Inspection Program. Agencies who are determined to be Unacceptable in these inspections are ineligible for Federal Rehabilitation Assistance (a.k.a. PL84-99 funding) after a flood event unless they have a SWIF in place, and continue to make adequate progress towards correcting unacceptable issues identified in the last inspection. MBK led the first development and approval of a SWIF plan for RD 1001, the first SWIF approved in the Sacramento District, and has also led SWIF development for numerous other clients. MBK has also been actively involved in SWIF development for Yolo County Service Area 6 and Huff's Corner, and is currently working with the County to correct identified deficiencies in both levee systems to maintain eligibility in the Rehabilitation Assistance Program.

MBK performs flood operations to include levee patrols during high water events, and flood fighting, and post flood damage assessment, funding, and repairs. MBK has coordinated in the development of emergency operations plans and flood contingency maps for all Reclamation Districts we work for in Yolo County. Along with the flood contingency maps, the plans describe the procedures to follow during a flood relative to flood monitoring and levee inspections, flood fight methods, and disaster assistance.

MBK also acts as the lead consulting engineer for both the California Central Valley Flood Control Association (CCVFCA) and Yuba Water Agency (YWA). In these roles MBK assists CCVFCA in policy, advocacy, and legislative changes to support flood control in the Central Valley of California. Tasks include working with the California Department of Water Resources (DWR) and CVFPB to prioritize funding based on association member and client needs. For the Yuba Water Agency, MBK acts as the County flood projects Engineer to plan flood control investments in order to prioritize, and equitably distribute, Agency revenue to fund flood projects within Yuba County.

Based on the aforementioned services provided by the Flood Management and Delta groups, and MBK's long history and skill in the management of a variety of issues and challenges impacting Yolo County, our firm is uniquely qualified to handle any contracts likely to be initiated by Yolo County regarding Levee District Engineering Services. Tom Engler, who has over 15 years of experience in managing Sacramento River Flood Control System clients, will serve as our Project Manager.

C. Key Personnel and Their Qualifications

Resumes for MBK Engineers (MBK) staff identified as Key Personnel for this Statement of Qualifications (SOQ) submittal have been included at the end of this document in Attachment 1. At MBK, we utilize a team approach to ensure our clients receive the benefit of our entire staff's expertise. The following are Key Personnel who will assist Yolo County with the requested Levee District Engineer Consulting Services stated in the RFQ:

Thomas Engler, P.E., CFM – Principal – Tom is a Principal in the Flood Management group at MBK Engineers. He has been with MBK since 2007, managing flood control projects and planning efforts for local maintaining agencies. Most recently, Tom managed the Flood Control Strategic Plan for the Yuba County Water Agency; has acted as the local sponsor's manager for the USACE led Marysville Ring Levee project, and was the lead for the Feather River Regional Flood Management Planning team in rounds 1 and 2. In addition to serving as District Engineer to several Reclamation Districts, Tom has assisted area clients with navigating flood emergency repairs and funding; PL84-99 assistance; FEMA remapping; USACE SWIF Plans; and California bond funding programs, including the Small Communities Flood Risk Reduction Program. Tom was also a key member in DWR's OMRR&R Cost TM working group to support the CVFPP 2017 update. Tom will serve as the **Lead Contact** for this effort.

Nicole Ortega-Jewell, PMP – Principal – Nicole Ortega-Jewell is a Principal in the Flood Management group at MBK Engineers where she is responsible for the overall management of multi-disciplinary teams, related to preparation of planning studies and projects, to support local agencies in reducing flood risk in the California Central Valley. Most recently, Nicole is leading the design and implementation of the Knights Landing Flood Management Project and facilitates the Lower Sacramento River-Delta North Regional Flood Management Program, for which Yolo County is an active partner. Prior to joining MBK Engineers, Nicole served for 20 years at the U.S. Army Corps of Engineers, and has extensive experience in the USACE Civil Works program. Nicole served in a variety of leadership positions while working at USACE, including as a Congressional Liaison; Civil Works Program Manager; and Senior Project Manager, where she directed multi-disciplinary teams at the Sacramento, San Francisco, and South Pacific Division offices. Nicole will serve as the **Planning and Project Management Support** for this effort.

Ric Reinhardt, P.E. – Principal – Ric Reinhardt is a Principal with MBK Engineers and has been the Program Manager for several large-scale flood damage reduction and ecosystem restoration projects. As Program Manager, Ric oversees planning, National Environmental Policy Act/California Environmental Quality Act (NEPA/CEQA) compliance, permitting, design, construction, and real estate acquisition. These projects have all required permission to alter Federal project levees, as required by 33 U.S.C. Section 408. Several separate 408 approvals have been granted for these projects, and the Summary Reports have all been prepared by MBK under the direction of the Ric. Utilizing his expertise, Ric also works to navigate complex State and Federal policy issues including the FEMA Risk Rating 2.0, USACE PL84-99, the CVFPP, and is the engineer for the Central Valley Flood Control Association.

Prior to joining MBK, Ric worked for the U.S. Army Corps of Engineers Sacramento District where he served in several different capacities, including serving as a Lead Engineer and Senior Project Planner. Most of his experience is in planning and design of flood damage reduction and ecosystem restoration projects. Ric will serve as the **Policy and Legislative Support** for this effort.

Nate Hershey, P.E., PLS – Principal – Nathan “Nate” Hershey has over 20 years of engineering experience; the last 18 years having been spent primarily as a consultant to Delta Reclamation Districts. Nate’s expertise involves an array of projects spanning the fields of flood control, hydrology, hydraulics, water resources planning, drainage, water supply, surveying, levee maintenance, and construction management. As a licensed Professional Engineer and Professional Land Surveyor, Nate leads all aspects of surveying for MBK Engineers, using a combination of conventional (total station), GPS (ground and bathymetric), and drone technologies. Nate holds a BS in Civil Engineering, and Minors in Business Administration and Mathematics from California State University, Chico. Nate will provide **Professional Land Surveying Services** for this effort.

Michael Moncrief P.E., Principal – Michael Moncrief is a Principal in the Delta Group, and a Registered Civil Engineer with varied experience in the fields of flood control, hydrology, water resources planning, drainage, water supply, surveying, and levee maintenance. He is responsible for overall management of levee rehabilitation projects for various reclamation districts, including preliminary design, final design, state and federal regulatory coordination, quality control and contract administration throughout construction. Michael also conducts coordination on behalf of clients supporting State, Federal, and local agencies requirements and criteria to comply with State and Federal programs for maintenance and rehabilitation projects, emergency response and recovery, and operations and maintenance planning and administration. Mike will provide **Technical Support** for this effort.

Don Trieu, P.E. – Principal – Don Trieu is a Principal in the Hydrology and Hydraulics Group at MBK, and specializes in the development of H&H models for evaluation of flood control alternatives, and design water surface elevations. Don joined MBK in 1995 and has over two decades of experience working on analysis of the SRFCP. Don serves as Principal-in-Charge or Technical Advisor on a variety of complex flood control projects in Central Valley, including serving as the Technical Advisor and Principal-in-Charge of development of HEC-RAS and FLO-2D models of the Sacramento/San Joaquin River Flood Control Project, for DWR. Don is a member of the American Society of Civil Engineers, and is a Registered Civil Engineer in California. Don holds both a BS and an MS in Civil Engineering from California State University, Sacramento. Don will provide **H&H Support** for this effort.

Patrick Ho, P.E. – Supervising Engineer – Patrick Ho is a Supervising Engineer with MBK Engineers and specializes in Hydrologic and Hydraulic analyses. His project experience includes hydraulic and systemwide analyses of projects relating to channel restoration, floodplain reactivation, floodway obstructions, and improvements to levee alignments. Patrick also has extensive experience with reservoir operations and systemwide analyses of the CVP and SWP, which includes expertise in both flood control and water supply planning. Patrick will provide **H&H Support** for this effort.

Becky Money, P.E., G.E. – Supervising Engineer – Becky Money works with the flood management team at MBK where she applies her extensive professional experience with project management and planning for levee improvement projects. Becky’s work includes assisting our clients with Letters of Intent (LOI) and SWIF plans, preparation of permitting through CVFPB and USACE 408 for routine maintenance and new construction features, and helping our clients with their water resource challenges. Becky will provide **Technical Support** for this effort.

Tony Deus, P.E., CFM – Supervising Engineer - Tony Deus started with MBK in July 2018, and works primarily with our flood management clients, but also supports the Delta team in various areas. He was

promoted to the role of Supervising Engineer in 2022. Tony brings experience from DWR, the USACE Sacramento District, and private industry. He has a background in geotechnical engineering and has supported feasibility, design, and construction projects within the Central Valley. Tony will provide **Technical Support** for this effort.

Matt Bachmann – Water Resources Associate – Matt Bachman is a Water Resources Technician at MBK Engineers. Matt joined MBK Engineers in 2001, and specializes in the development and application of GIS technologies, which includes performing spatial analyses; researching, compiling, and maintaining GIS Datasets; and providing support for cartographic design and high-quality map production. In addition, Matt is a certified drone pilot and provides assistance to MBK’s five work groups by designing and creating GIS Maps; designing levees, channels, and Instream/Floodplain Restoration Features; and surveying. Matt will provide **GIS Support** for this effort.

D. Firm Experience

MBK Engineers is a well-respected consulting engineering firm serving a wide variety of water resources-oriented clients for 60 years. The firm is dedicated to providing “State of the Art” services in the areas of flood control, water rights, and water system operation modeling and analysis. Our firm’s principals are directly engaged in the execution and management of work for which has led to an understanding of the resolution of complex water resource issues that arise. MBK has worked closely with local governments and agencies, the CVFPB, and USACE to develop comprehensive solutions to enhance the flood system capability. We have also worked with Federal, State, and local agencies to assist them in their project development and approach to water system modeling. MBK typically serves as an extension of agency staff and consultant providing objective advice and fact-based analysis. MBK has a unique understanding of the interrelationships between flood control operational requirements and system wide water supply, environmental and hydro-power operational requirements as well as a local perspective from individual irrigation and reclamation districts.

i. Demonstrate methodologies, practices, process, and standards used for accomplishing the work described in the Scope of Work.

At MBK, the role of District Engineer includes assistance with all planning and engineering activities associated with the levees and drainage facilities operated and maintained by the District and its landowners. Services are provided on an “as needed” and “as requested” basis.

MBK has demonstrated proficiency in the support to several levee maintaining agencies in the Sacramento River Flood Control System, including Yolo County’s Huff’s Corner, CSA-6 levees, and five of the Reclamation Districts throughout Yolo County (RD 150, RD 537, RD 1600, RD 999, and RD 2035). As part of its responsibilities, MBK performs long-term levee rehabilitation and maintenance planning and emergency operations planning.

MBK annually performs levee rehabilitation and maintenance planning for all of our non-Reclamation and Reclamation District clients. Both routine maintenance (vegetation management; rodent control and abatement; minor slope repairs; pipe inspections and minor repairs; encroachment maintenance and/or removal) and annual rehabilitation plans include project design, cost estimates, environmental documentation, construction plans and specifications, competitive bidding, and construction management.

ii. Describe firm’s experience doing similar work for (a) public agencies and (b) for private industries, if applicable.

In addition to the levee maintenance and District Engineering described above, MBK has frequently been tasked by USACE and DWR to execute Federal and State projects. We are responsible for supporting local agencies through both State and Federally led projects, by advising on execution issues; developing detailed schedules that accurately represent each step needed to comply with State and local requirements; and by tracking the cost and schedule of project design and construction. In addition, MBK has supported several clients, many of whom are non-Federal sponsors for USACE, in the areas of H&H and Section 408 and encroachment permitting. These projects include, but are not limited to the Yuba River Basin, California – Marysville Ring Levee Project, American River Common Features,

the Folsom Dam Raise, the Natomas Levee Improvement Project, Sacramento River General Reevaluation (GRR), the Three Rivers Levee Improvement Authority's Levee Improvement Program, and the West Sacramento Levee Improvement Program. MBK also supports numerous private rural clients in permitting, maintenance, and repair of encroachments, including irrigation diversions, along the levee system.

iii. Describe firm's experience with managing levee systems.

MBK Engineers currently acts as the levee District Engineer for over 40 local maintaining agencies, including Yolo County's Huff's Corner, CSA-6 levees, and five of the Reclamation Districts throughout Yolo County (RD 150, RD 537, RD 1600, RD 999, and RD 2035). In its role as District Engineer, MBK performs all planning and engineering activities associated with the levees and drainage facilities operated and maintained by the Districts and their landowners. Activities include routine inspections; maintenance and repair recommendations; coordination with Districts and their contractors performing the work; development of plans, specifications, funding applications, and State and Federal reports; development of long-term rehabilitation plans; emergency operations; flood fighting; post-disaster repairs and recovery; and managing State-led Programs for the local agencies to make flood system repairs and rehabilitation.

Recent examples of this experience include FSRP gravel repairs in RDs 10, 70, 1500, 1660, 817, 2103, 1001, and Yolo CSA-6; FSRP levee repairs in progress at Yolo County Huff's Corner on Cache Creek; a FSRP setback levee currently in construction in RD 817; State Deferred Maintenance Pipe (DMP) program Phase 1 inspections, and implementation of Phase 2 repairs to numerous pipes, including Cured in Place Lining of 14 pipes in RDs 10, 817, 2103, 1001, 1500, and 1660; removal of six abandoned pipes in RD 817; and design for removal of 3 abandoned pipes in Yolo County CSA-6, and design and permitting for replacement of two pipes in RD 817 scheduled for construction in 2023. MBK also conducts Annual proposal packages; grant management and implementation of maintenance activities funded through the State Flood Maintenance Assistance Program; studies and implementation of Reclamation District consolidation in the Elkhorn and Wheatland Basins. MBK is Program lead for Proposition 218 assessment district ballots in RDs 817, 2103, and 1001.

MBK led emergency response and repair projects after the 2017 flood event that included emergency flood fight repairs in RD 1001, RD 2103, and RD 10 as well as Yolo County Huff's Corner after the 2019 flood event on Cache Creek; Feasibility studies and problem identification reports for Dry Creek (RD 2103), RD 10, the Small Communities of Wheatland, Rio Oso, Nicolaus, Yolo, Clarksburg, and Knights Landing, including implementation of the Knights Landing recommended improvements to maintain Federal Rehabilitation Assistance eligibility in the PL 84-99 program that provides flood damage repairs after a flood event. MBK conducted meetings with State and Federal agencies to track changing regulations and standards to advocate for more efficient processes to address maintenance and repair activities in the System; and works closely with CVFPB staff to address items affecting local agency's ability to address operations and maintenance deficiencies through State enforcement actions, when needed.

iv. Describe firm's knowledge of local, state, and federal codes and standards as it relates to levee operations and maintenance.

MBK conducts extensive coordination with USACE, FEMA, DWR, and CVFPB on current and changing flood control standards. MBK acts as a consulting engineer for the CCVFCA in advocating for State legislative actions and funding programs to benefit local flood control agencies. MBK participates as technical experts in several Federal and State Workgroups to update and improve flood standards including USACE's Sacramento Levee Practice Group which addresses all aspects of levee safety, design, testing, and risk assessment of levees; the FEMA Agricultural Floodplain Ordinance Task Force; DWR rural levee repair guidelines workgroup, and CVFPB Conservation Strategy Advisory Committee, OMRR&R Cost Workgroup, Inspections Compliance Workgroup, CVFPB Coordinating Committee, and LMA Working group; and Association of State Floodplain Managers (ASFPM) Floodplain Regulations and Insurance Committees, and participates in the ASFPM monthly Policy briefings. MBK is active in the State Floodplain Management Association. Additionally, MBK acts as co-lead for the Flood Group in the annual Cap-to-Cap delegation that travels to Washington D.C. to advocate for Federal assistance on policy, regulations, and funding needs in the Sacramento Region.

v. List and describe three (3) similar projects recently completed including the dates of service and client.

Yolo County Service Area No. 6 (CSA-6) – Knights Landing

Elisa Sabatini, Manager of Natural Resources, Yolo County (530) 406-5773

Beginning in 2017, MBK became the District Engineer for Yolo County CSA-6. Since that time, MBK has provided general District engineering services, including compiling and implementing a long list of maintenance actions, implementation of the System-Wide Improvement Framework Plan, high water patrols, coordination with DWR on flood damage repairs, coordination, the design and upcoming implementation of FSRP gravel road repairs, State Deferred Maintenance Pipe (DMP) pipe program, acted as the Project Manager on the Knights Landing Small Community Flood Risk Reduction Feasibility Study and is now leading the implementation of the project identified in that study. Efforts thus far have centered on catching the District up on deferred vegetation and rodent maintenance, and advocating for FSRP projects to repair sites identified in the U.S. Army Corps of Engineers (USACE) Mid-Valley Project and DWR Non-Urban Levee Evaluations (NULE).

Finally, MBK is initiating a governance study and the potential consolidation of flood maintenance Districts in the Knights Landing Basin for more efficient and streamlined future maintenance activities.

Reclamation District 1001

Kimberly Reese, Manager, Reclamation District 1001, (530) 656-2318

MBK has served as the District Engineer for RD 1001 since 2006. In that time MBK has worked on numerous projects, including a 2009, locally-led, auxiliary pipe replacement project; funding coordination; design and grant management of a levee slip repair on the Natomas Cross Canal, after the 2011 high water event; design, oversight, and budgeting to support a 2014 Proposition 218 Assessment District ballot effort, needed to raise District revenues by nearly 50% (the ballot measure passed with an 82% positive vote); development and implementation of a SWIF Plan, the first approved in California,

begun after the 2013 USACE Periodic Inspection Report; construction management and grant management of two separate FSRP gravel repair projects; 2017 emergency and storm damage repairs, including three emergency seepage berms, two post-flood seepage, and one post-flood erosion repairs; and FEMA projects, to assist in overtopping and gravel road repairs along two sections of non-Project levees. In addition, MBK has assisted RD 1001 with the current implementation of State DMP pipe inspections and repairs; and in 2019, drafted and was awarded two grants: a grant for the FEMA Hazard Mitigation Grant Program (HMGP), to fund a new auxiliary pump station; and a Central Valley Tributaries multi-benefit Project (through Proposition 1 and Proposition 68 funds) that proposes to construct a new stability berm along the Natomas Cross Canal, utilizing sediment removed from the channel. This Project will re-align the waterway and improve fisheries and habitat.

Yuba Water Agency Program

Willie Whittlesey, General Manager, Yuba Water Agency, (530) 741-5000

MBK provides a wide array of engineering support to Yuba Water Agency (YWA) in order to advance their Flood Management mission. MBK is YWA's primary consultant for administration of their flood management program. In this capacity, MBK provides the following support:

- Provides Program Management Support that includes drafting and updating YWA's Flood Management Strategic Plan.
- Provides staffing support for administration of YWA flood management grant program. This effort includes working with local agencies to identify projects for funding and ranking those projects based upon how each contributes to implementation of the Flood Management Strategic Plan.
- MBK is the YWA representative for both the *USACE Yuba Fish Passage Project* and the *Marysville Ring Levee Project*.
- Conducts Problem Identification Studies and Feasibility Studies in order to address flood management issues.
- Prepares products in support of Emergency Operations Planning.
- Provides technical assistance during high water events as part of YWA's support to Yuba County Office of Emergency Services.
- Performs reservoir operations planning studies.
- Performs hydraulic modeling and hydrology support.
- Prepares products in support of dam safety objectives and regulatory compliance.

E. References

MBK Firm References

Reclamation District 1001

Kimberly Reese
1959 Cornelius Avenue
Rio Oso, CA 95674
(530) 656-2318;
kreese@rd1001.org

Reclamation District 1600

Michele Clark
PO Box 1196
Woodland, CA 95776
(530) 662-2859;
mclark@yololandtrust.org

Yolo County Service Area – 6 (Snowball Levee)

Elisa Sabatini
292 West Beamer Street
Woodland, CA 95695
(530) 666-8775;
elisa.sabatini@yolocounty.org

RD 1001

MBK Engineers was recently contacted by RD 1001 regarding a sinkhole that had developed near the landside levee toe, adjacent to the north levee of Yankee Slough. MBK provided coordination between RD 1001, the Sutter County Office of Emergency Services (OES), and the DWR Flood Operations Center. MBK also conducted a site visit with DWR to assess the sinkhole and determine a course of action for repair. MBK was able to determine that the cause of the sinkhole was related to rain runoff and lack of root removal during a prior orchard removal project. This coordination and site assessment is typical of the type of services MBK offers to districts.

RD 1600

MBK Engineers has provided a variety of services to RD 1600 and RD 70), including providing General Engineering services; and more recently providing support with RD 1600's Flood Maintenance Assistance Project, which also included the creation of a LOI and the development of a SWIF. These services, as well as the others we provide to RD 1600, are ongoing and are performed on an as-needed basis.

Yolo County Service Area – 6

MBK Engineers was tasked by Yolo County to provide General Engineering services and Project Management support to the Yolo CSA-6 levees on an on-going basis. This work included: serving as District Engineer and assisting with all engineering activities regarding levees and drainage facilities operated and maintained by the local maintaining agency and its landowner; providing Flood Maintenance Assistance Program (FMAP) assistance to Yolo County through management of activities covered under the DWR FMAP funding agreement; and providing aid to Yolo County with the development of an application for Federal mitigation funding through the FEMA Hazard Mitigation Assistance program.

F. Fee Proposal

The MBK Schedule of Fees has been provided as the Fee Proposal to this document. MBK, as the contractor, agrees that the our hourly rate shall remain firm for a period of three (3) years from the date of the contract award.

SCHEDULE OF FEES

1. Standard Fees:

	<u>Per Hour</u>
Principal/Principal Engineer	\$220–290
Supervising Engineer	180–260
Senior Project Manager	190–260
Project Manager	160–220
Senior Engineer	160–230
Engineer/Hydrologist	130–190
GIS Professional	120–190
Water Resources Associate	110–180
Assistant Engineer	100–180
Prevailing Rate Surveyor, Chief of Party	209*
Prevailing Rate Surveyor, Rodman/Chainman	194*
GIS Specialist	80–150
Technician/Drafter	80–150
Junior Engineer	75–120
Engineering Aide	50–90
Technical Editor	50–125
3-Person Survey Crew	320
2-Person Survey Crew	285

*Subject to CA Department of Industrial Relations (DIR) wage determinations

2. Time spent in appearances at courts or quasi-judicial State or Federal boards and commissions is billed at \$450 per hour for principals and supervising engineers, \$400 per hour for registered engineer staff, and \$250 per hour for other staff.
3. Automobile mileage is billed at the Federal reimbursement rate. Local mileage (less than 20 miles) will not be billed.
4. All other direct non-salary expense, including transportation and subsistence, long-distance telephone charges, commercial printing, reproduction costs, and similar out-of-pocket expenses are billed at actual cost plus a service charge of 10%. Use of GPS equipment is billed at \$55 per hour. Use of MBK owned boat will be billed at \$145/day. Use of MBK owned drones will be billed at \$150/day or as specified in a separate agreement. Professional services provided by others billed through MBK at cost plus a service charge of 5%–15%.
5. Billings will be made monthly and payment will be due within 45 days. Accounts not paid within 90 days of presentation will bear interest at the rate of 1½% per month or fraction thereof from the billing date unless other arrangements are made in advance.
6. If accounts are not paid within 90 days of presentation, the firm may retain an attorney to obtain payment. In the event that it does so and payment of all or part of the account is thereafter obtained, reasonable attorney’s fees and other costs incurred to obtain such payment shall also be paid, or if payment is obtained by Judgment, shall be awarded as part of the Judgment.

G. Responsibility/Demonstrated Competence

MBK Engineers' responses to the following questions are below:

i. Have you ever defaulted on a contract? If yes, where and why?

No, MBK Engineers has never defaulted on a contract.

ii. Has your firm ever been suspended or debarred by any government agency? If yes, please explain.

No, MBK Engineers has never been suspended or debarred by any government agency.

iii. In the last five (5) years has any claim against your company concerning your company's work on a project been filed in a court or arbitration?

In the last five (5) years, there have not been any claims filed against MBK Engineers in any court or arbitration.

H. Non-Collusion and Non-Conflict of Interest Statement

NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT Levee Engineer Consulting Services

I, Thomas Engler, am the
 (name)
Principal Engineer of MBK Engineers,
 (Position Title) (Company)

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.

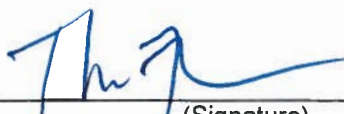
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

May 20, 2022
 (Date)


 (Signature)

I. Execution & Exceptions to Sample Agreement

Thomas Engler has reviewed Yolo County's 'Sample Agreement' and will maintain the required insurance throughout the duration of the contract. Exhibit I is included on the following page. MBK Engineers is requesting No Exceptions to the provided Sample Agreement. A copy of our proof of insurance and professional certification documents are included as Attachments 2 and 3 to this document.

EXHIBIT I– EXCEPTIONS
Levee Engineer Consulting Services
 Exceptions to Insurance and Contract **Terms and Conditions**

All County RFP requirements by section, subsection or numbered item for which Vendor has stated “Read and do not comply” are considered exceptions and must be documented in this form. Vendor may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Vendor should write “No Exceptions” under the “Requirement(s) Section Number and Text” for Exception in row number 1.

Exception Number	Requirement(s) Section Number and Text	Describe the Nature of the Exception and Explain how Vendor’s Response Still Meets the RFP Requirements
1	No Exceptions	
2		
3		
4		
5		

J. Signature Page

Levee Engineer Consulting Services

SIGNATURE PAGE

Signature by the Bidder attests that the Bidder has read, understands, and agrees to all instructions, terms, conditions, specifications and addenda set forth in this request. Signature furthermore signifies that all prices and terms submitted for the said product(s) and/or services are accurate and shall be honored for the length of time indicated in the request.

All paper bids must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of "Authorized Person" in the space provided for signature.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

MBK Engineers

Company Name

455 University Avenue, Suite 100

Address

Sacramento CA 95825

City State Zip

Signature of Person Authorized to Sign

Thomas Engler, P.E., CFM

Printed Name

Principal

Title

May 20, 2022

Date

Name: Thomas Engler

Title: Principal

Phone: (916) 456-4400

Fax: (916) 456-0253

Email: engler@mbkengineers.com

*THE ATTACHMENTS TO 'EXHIBIT B' ARE ON FILE
WITH THE COUNTY'S PROCUREMENT DEPARTMENT*