

AGREEMENT NO. _____

(Agreement for Consulting Services for the Base Flood Elevation Establishment Project)

THIS AGREEMENT (the “Agreement”) is made and entered into as of the last date signed below (the “Effective Date”) by and between the County of Yolo, a political subdivision of the State of California (the “County”), and Wood Rodgers, Inc., a California corporation headquartered in Sacramento, California (the “Contractor”), jointly referred to as the “Parties” herein.

W I T N E S S E T H

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 professional consulting services; and

WHEREAS, the County desires to obtain consulting services to develop “best available information” for 100-year base flood elevations to support the administration and implementation of the County’s Flood Protection Ordinance for the Base Flood Elevation Establishment Project (the “Project”), utilizing (at least in part) the American Rescue Plan Act’s Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

WHEREAS, on May 30, 2024, the County circulated and distributed a Request for Proposals (Reference No. GSDRFPKK2443) for a qualified firms to provide the desired services for the Project, a copy of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal response to the Request for Proposals, a copy of which is attached as Exhibit B; and

WHEREAS, the Contractor was deemed 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

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 County and the Contractor agree as follows:

I. BASIC SERVICES

- A.** Contractor shall furnish and perform consulting services for the Project in accordance with Exhibits C and D, and in a manner satisfactory to the Director of Community Services (the “Director”), or the Director’s written designee.
- B.** Contractor will provide all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement.
- C.** The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A: Request for Proposals No. GSDRFPKK2443

Exhibit B: Contractor Proposal Response

Exhibit C: Scope of Work

Exhibit D: Budget & Rates

Exhibit E: Contract Work Hours and Safety Standards

Exhibit F: Clean Air Act and the Federal Water Pollution Control Act

Exhibit G: Insurance Requirements

Exhibit H: Workers’ Compensation Certificate

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.** Contractor shall comply with all applicable federal provisions required due to the SLRF funding as provided in Paragraph XI of this Agreement.

II. ADDITIONAL SERVICES

[Reserved.]

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A.** For the services described in Paragraph I and II above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or their designee, Contractor shall be compensated on a time-and-materials basis at the rates set forth in Exhibit D to this Agreement.

B. Compensation rates in Exhibit D shall remain firm for the Initial Term of this Agreement but may be increased thereafter as provided in Paragraph IX.A of this Agreement. The Director may approve modifications of the term, scheduling, and allocation of funds between the tasks and subtasks set forth in Exhibits C and D, provided that there is no increase in the total compensation as set forth in Paragraph III of this Agreement. However, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed Three Hundred and Forty-Three Thousand Eight Hundred Forty and 00/100 dollars (\$343,840.00). In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

IV. METHOD OF PAYMENT

A. Contractor shall submit monthly invoices to County detailing the services provided, the task, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing 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.

Any claim for additional services pursuant to Paragraph II shall also include a copy of the Director's written approval in advance of such services being provided. 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 the 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from September 1, 2024, through August 30,

2025 (“Initial Term”) unless sooner terminated as hereinafter provided. This Agreement may be extended by the County for up to two additional one-year extensions. Such extensions must be approved in writing by the Director and are granted solely at the County’s discretion. Contractor’s hourly rates provided in Exhibit D shall remain firm for the Initial Term of this Agreement. If the Agreement is extended, Contractor may propose annual increases with each extension, which County shall not unreasonably deny, equal to increases in the Consumer Price Index (“CPI”), up to maximum increase of 3.0% per year over the prior year CPI, rounded to the nearest tenth of a percent. “CPI” shall be the CPI-W, US City Average, All items; Not Seasonally Adjusted, compiled and published by the United States Department of Labor, Bureau of Labor Statistics.

B. Termination for Cause. 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. Non-Appropriation. 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. Termination for Convenience. 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 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.

X. 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, executive orders, directives and laws. Contractor further acknowledges that American Rescue Plan financial assistance will be used to fund all or a portion of the Agreement. Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives regarding the Project. 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.

XI. ADDITIONAL APPLICABLE LAWS

Contractor acknowledges that this Agreement is subject to additional applicable laws and regulations, including equal opportunity requirements and responsibilities regarding federal SLFRF funding, as well as 2 CFR Sections 200.318-200.327, including but not limited to the following:

A. Equal Employment Opportunity. Contractor must comply with the Equal Employment Opportunity clause provided in Section XII.B of this Agreement, which is required by 41 CFR Part 60-1.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

B. Immigration Reform and Control Act (IRCA) of 1986. Under the IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).

C. Byrd-Anti Lobbying Amendment. Contractor must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 (as amended)). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

D. Work Hours and Safety Standards. Contractor shall conform to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government, including but not limited to the Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708) as described in Exhibit E hereto.

E. Clean Air Act; Federal Water Pollution Control Act. Contractor must comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as further provided in Exhibit F of this Agreement.

F. Federal Regulations. Contractor is required to comply with the applicable Federal requirements in Appendix II of 2 CFR Part 200, 2 CFR Part 180, and 2 CFR Part 3000.

G. Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, Contractor must verify that it, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are not excluded (defined at 2 CFR §180.940) nor disqualified (defined at 2 CFR §180.935). Contractor must further comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to the State and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C,

throughout the period of this Agreement.

H. Drug-Free Workplace. The Drug-Free Workplace Act of 1990 (“the Act”) requires Contractor to comply with the requirements of Government Code Sections 8350-8357 and the requirements of federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620 and further subject to the Pro-Children Act of 1994.

I. No Obligation by the Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liability to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

J. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Agreement.

K. Domestic Preference for Procurements. (2 CFR 200.322) As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L. Procurement of Recovered Materials. (2 CFR 200.323) In the performance of this Agreement, Contractor shall make the maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

M. Disadvantaged Business Enterprise (DBE) and Labor Surplus Area Firms (LSAs). This Project requires compliance with DBE requirements as stated in Title 2 CFR part 200, Subpart D, section 200.321 and the State Contract, to ensure that small businesses, minority and women's owned businesses (DBEs), and LSAs are used when possible. The DBE Program requires certain information and forms to be submitted regarding all DBEs participation and utilization. Contractor must take all necessary affirmative good faith steps to use DBEs and LSAs when using subcontractors, as described in Title 2 CFR part 200, Subpart D, section 200.321(b)(1)-(5), including:

1. Placing DBEs/LSAs on solicitation lists and solicit to them when they are a potential source;
2. Using the services of organizations such as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;
3. Establishing delivery schedules, where the requirement permits, which encourage participation by DBEs;
4. When economically feasible, divide total requirements into smaller tasks or quantities and establish delivery schedules; and
5. Requiring any subcontractors to follow these affirmative steps.

XII. NON-DISCRIMINATION IN SERVICES AND BENEFITS; EQUAL EMPLOYMENT OPPORTUNITY

A. Non-Discrimination. 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.

B. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) of this Section XII.B in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will

otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

XIII. 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, 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 resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

C. Contractor's 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.

D. Any subcontractors must agree to be bound to the 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 this Agreement. All subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work.

XIV. INSURANCE REQUIREMENTS

During the term of this Agreement, Contractor shall at all times maintain, at its expense, the coverages and requirements outlined in Exhibit G.

XV. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law. Contractor shall file the certificate attached hereto as Exhibit H prior to commencing services pursuant to this Agreement

XVI. 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: Wood Rodgers, Inc.
Attn: Jonathan Kors, Principal
3301 C Street, Building 100B
Sacramento, CA 95816
jkors@woodrogers.com

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

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 served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVII. 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.

XVIII. 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.

XIX. AUDITS; ACCESS TO RECORDS

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. To the extent not already covered in this Section, Contractor acknowledges that an this Agreement is funded, at least in part, with federal SLFRF funds and that representatives from the federal government of the United States shall also have the right to review Contractor's records regarding the Project and this Agreement. Contractor agrees to provide the County, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

D. 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.

E. Should an Audit Report or any State, Federal, 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.

F. Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to the County, the State and/or federal government pursuant to this Agreement shall constitute an express and immediate breach of this Agreement.

XX. 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.

XXI. 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.

XXII. AMENDMENT

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

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this Agreement 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 Agreement, 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. 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, as well as the following:

1. 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 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.
2. 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.
 3. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 4. If the Contractor knowingly violates this certification, in addition to other remedies available to the State and Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

XXVII. 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.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CONTRACTOR

COUNTY OF YOLO

DocuSigned by:
Jonathan Kors
By: E3F2812F2DFE4DA...
Jonathan Kors, PE, Vice President
Wood Rodgers, Inc.

By: _____
Lucas Frerichs, Chair
Yolo County Board of Supervisors

Date: 10/7/2024

Date: _____

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

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

Signed by:
Kimberly E. Hood
By: 9A9085973015415...
Kimberly E. Hood
Chief Assistant County Counsel

EXHIBIT A

**REQUEST FOR PROPOSALS NO.
GSDRFPKK2443**



COUNTY OF YOLO

Purchasing Division of General Services

Notice of Request for Proposals

For

BASE FLOOD ELEVATION ESTABLISHMENT PROJECT RFP#GSDRFPKK2443

Issued by the Yolo County General Services Department,
Procurement Division, on behalf of Yolo County Department
of Community Services
Natural Resources Division

Proposal Responses Due:
June 27, 2024
4:00 PM

RFP Coordinator:
Karen Kawelmacher
(530) 666-8073
karen.kawelmacher@yolocounty.org

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| Section II. | RFP Schedule of Events | 12 |
| Section III. | General Instructions & Information | 13 |
| Section IV. | Terms and Conditions | 18 |
| Section V. | Instructions for Completion of Proposal | 24 |

Exhibits:

- Exhibit A – Transmittal Letter
- Exhibit B – Proposal Questionnaire
- Exhibit C – Cost Proposal Form
- Exhibit D – Customer References (Included within Exhibit B)
- Exhibit E – Signature Page
- Exhibit F – Non-Collusion Non-Conflict of Interest Statement
- Exhibit G – Exceptions to Sample Agreement
- Exhibit H - Anti Lobbying Certification

Attachments:

- Attachment 1 –Sample County Agreement

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE

The County of Yolo is soliciting Request for Proposals (RFPs) from consultants to develop “best available information” for 100-year base flood elevations to support the administration and implementation of the County’s Flood Protection Ordinance, as further detailed in the Scope of Work below. This project will be funded through American Rescue Plan (ARP) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) grant monies. The successful respondent to this Request for Proposal (RFP) will be the one best suited to work cooperatively with County staff to provide these services.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions, contained in this RFP.

B. SYNONYMOUS TERMS

1. As used throughout this bid and its attachments, the following terms are synonymous
 - a. Supplier, Vendor, Contractor, Consultant, Firm, Successful Bidder
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, Project
2. “The County” refers to the County of Yolo, California.

C. SCOPE OF WORK

1. BACKGROUND:

The Federal Emergency Management Agency (“FEMA”) Flood Insurance Rate Maps (FIRM) for the unincorporated areas of Yolo County categorize numerous Yolo County communities in a FEMA Zone A. A FEMA Zone A is defined as “Areas subject to inundation by the 1-percent annual chance flood generally determined using approximate methodologies. Because detailed hydraulic analysis have not been performed, no base flood elevations (“BFE’s”) or flood depths are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.” There are several areas in the County that are mapped within Yolo County with a Zone A: Clarksburg, Yolo, Elkhorn, and the Esparto/Madison region.

2. VENDOR WORK REQUIREMENTS:

Contractor shall adhere to and perform the following work requirements:

Floodplain modeling shall be performed under the direct supervision of a registered professional engineer. It is a FEMA requirement for an engineer to sign the final reports.

a. Task 1. Compile and Review Yolo County Best Available Maps and Maps/Analysis prepared by others.

The first task will be to review the County's existing best available information and compare it to contractor's data to confirm that the County is using is the most current information available. This will be done for the following areas:

- The portion of Reclamation District ("RD")108 in Yolo County
- Unincorporated community of Knights Landing
- The Yolo Bypass floodplain on the west side from the Cache Creek Settling Basin to Willow Slough
- Floodplain south of Cache Creek in the leveed portion of the system
- The Yolo Bypass floodplain on the west side from Putah Creek south into RD 2068 and RD 2098.
- Unincorporated area encompassed by RD 150

If the County is not using the most current information, mapping with the best available information will be provided in a format that meets National Flood Insurance Program ("NFIP") standards for use as regulatory maps receiving Community Rating System ("CRS") credit. This task includes review of available studies and information compiled to confirm hydrology, hydraulic model, assumptions, etc. used in the analysis. These parameters/assumptions will be compared with effective FEMA discharge, current understanding of the 1% annual chance flood, and floodplain mapping procedures to determine which study or existing BAM should be used use.

Deliverable: Contractor will meet with County staff to discuss contractor's review and recommendations.

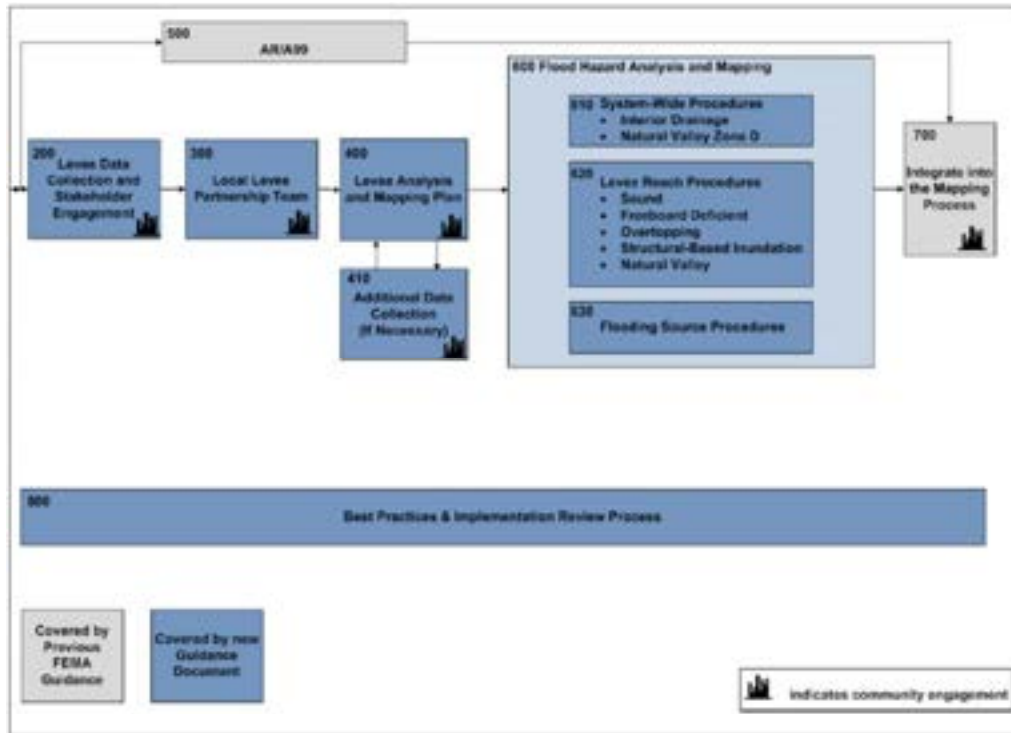
b. Task 2. Develop BFE for Clarksburg basin

The County has a BFE on file for the area known as Merritt Island, therefore, this task includes the remainder of that hydrogeologic basin. This task includes developing a base flood elevation map for the Clarksburg basin for use by the County to administer the County's Flood Protection Ordinance with the intention of the County adopting and counting towards FEMA Community Rating System Program. The hydraulic analysis and mapping effort will be prepared in accordance with FEMA "Guidance for Flood Risk Analysis and Mapping", February 2018 (GD95).

Figure 1 shows an overview of the procedure to develop FEMA compliant hazard maps for use in the NFIP. The overall procedure calls for Levee Data Collection and Stakeholder Engagement, Local Levee Partnership Team, Levee Analysis and Mapping Plan, and Flood Hazard Analysis and Mapping. Since the intent for these maps is to administer the County's ordinance and not revise the FEMA FIRM maps, only the sections in GD95 pertaining to "Flood Hazard Analysis and Mapping, Levee Reach Procedure" will be used in this analysis. No stakeholder engagement, formation of a local levee partnership

team, or data collection is proposed as part of this task.

Figure 1 (Also provided as full size exhibit in Attachment 1)



The hydraulic analysis and mapping will require a hydraulic model and hydrologic data. The hydraulic model should be comparable to DWR’s CVFED model. Topographic data to map the base flood elevations will be DWR’s CVFED LiDAR data.

Hydrologic inputs into the hydraulic model have been developed as part of the Central Valley Hydrology Study (CVHS). The CVHS is the latest hydrologic dataset for the SRFCP. The use of CVHS requires an event selection to determine the historic scaled flood pattern that represents the 1% annual chance flood. The Corps of Engineers recently completed a CVHS event selection for design of the American River Common Features Project (ARCF2016). This event selection will be used in the analysis.

The hydraulic model will be configured to analyze the various Levee Reach Procedures (i.e. Sound, Freeboard Deficient, Overtopping, Structural Based Inundation, Natural Valley) for the levees around the Clarksburg levee system. The Clarksburg levee system consists of the levees of RD 307, 765 and 999.

The results of the hydraulic analysis will be mapped in the Clarksburg basin. The resultant base flood elevation map will be a composite of highest elevation from all of the simulations.

Deliverable: Hydraulic Analysis Report and Clarksburg basin BFE map (GIS and PDF).

c. Task 3. Develop BFE for town of Yolo

This task includes review of the County's FloodSAFE Yolo flood study to determine its suitability as a base flood elevation map and/or developing a base flood elevation map for the area near the town of Yolo for use by the County to administer the County's Flood Protection Ordinance with the intention of the County adopting and counting towards FEMA Community Rating System Program. The hydraulic analysis and mapping effort will be prepared in accordance with FEMA GD95.

Figure 1 shows an overview of the procedure to develop FEMA compliant hazard maps for use in the NFIP. The overall procedure calls for Levee Data Collection and Stakeholder Engagement, Local Levee Partnership Team, Levee Analysis and Mapping Plan, and Flood Hazard Analysis and Mapping. Since the intent for these maps is to administer the County's ordinance and not revise the FEMA FIRM maps, only the sections in GD95 pertaining to "Flood Hazard Analysis and Mapping, Levee Reach Procedure" will be used in this analysis. No stakeholder engagement, formation of a local levee partnership team, of data collection is proposed.

The hydraulic analysis and mapping will require a hydraulic model and hydrologic data. An existing hydraulic model of Cache Creek and surrounding floodplain has been developed by DWR's CVFED Program. The hydraulic model will require refinement and enhancement to capture the overland flow dynamics of the floodplain. Topographic data to refine the hydraulic model and prepare the base flood elevation maps will be DWR's CVFED LiDAR data.

Hydrologic inputs into the hydraulic model have been developed as part of the CVHS. The CVHS is the latest hydrologic dataset for the Cache Creek watershed.

The hydraulic model will be configured to analyze the various levee reach procedures (i.e. Sound, Freeboard Deficient, Overtopping, Structural Based Inundation, Natural Valley). The levees reach anticipated to be analyzed is the left bank levee of Cache Creek upstream and downstream of the town of Yolo.

The results of the hydraulic analysis will be mapped for the floodplain on the left bank Cache Creek near the town of Yolo. The resultant base flood elevation map will be a composite of highest elevation from all of the simulations.

Deliverable: Hydraulic Analysis Report and town of Yolo base flood elevation map (GIS and PDF).

d. Task 4. Develop BFE for Elkhorn basin

The County has base flood elevations for the lower Elkhorn basin but has not been able to substantiate the accuracy of the elevation. This task includes review of the NFIP FIRM base flood elevations for the Elkhorn basin for use by the County to administer the County's Flood Protection Ordinance with the intention of the County adopting and counting towards FEMA Community Rating System Program. The hydraulic analysis and mapping effort will be prepared in accordance with FEMA GD95.

Figure 1 shows an overview of the procedure to develop FEMA compliant hazard maps for use in the NFIP. The overall procedure calls for Levee Data Collection and Stakeholder Engagement, Local Levee Partnership Team, Levee Analysis and Mapping Plan, and Flood Hazard Analysis and Mapping. Since the intent for these maps are to administer the County's ordinance and not revise the FEMA FIRM maps, only the sections in GD95 pertaining to "Flood Hazard Analysis and Mapping, Levee Reach Procedure" will be used in this analysis. No stakeholder engagement, formation of a local levee partnership team, of data collection is proposed.

The hydraulic analysis and mapping will require a hydraulic model and hydrologic data. Existing hydraulic models of the lower SRFCP will be used for this effort. The hydraulic model is a version of DWR's CVFED model. Topographic data to map the base flood elevations will be DWR's CVFED LiDAR data.

Hydrologic inputs into the hydraulic model have been developed as part of the CVHS. The CVHS is the latest hydrologic dataset for the SRFCP. The use of CVHS requires an event selection to determine the historic scaled flood pattern that represents the 1% annual chance flood. The Corps of Engineers recently completed a CVHS event selection for design of the ARCF2016. This event selection will be used in the analysis.

The hydraulic model will be configured to analyze the various Levee Reach Procedures (i.e. Sound, Freeboard Deficient, Overtopping, Structural Based Inundation, Natural Valley) for the levees around the Elkhorn levee system. The Elkhorn levee system consists of the levees of RD 1600, 827, 785, and 537.

The results of the hydraulic analysis will be mapped in the Elkhorn basin. The resultant base flood elevation map will be a composite of highest elevation from all of the simulations.

Deliverable: Hydraulic Analysis Report and Elkhorn basin BFE map (GIS and PDF).

e. Task 5. Develop BFE for Esparto/Madison

The County has a base flood elevation for the town of Madison. There are no base flood elevations for Esparto and the surrounding agricultural areas.

This task includes developing a base flood elevation map for the towns of Esparto and Madison for use by the County to administer the County's Flood

Protection Ordinance with the intention of the County adopting and counting towards FEMA Community Rating System Program. The hydraulic analysis and mapping effort will be prepared in accordance with FEMA GD95.

Figure 1 shows an overview of the procedure to develop FEMA compliant hazard maps for use in the NFIP. The overall procedure calls for Levee Data Collection and Stakeholder Engagement, Local Levee Partnership Team, Levee Analysis and Mapping Plan, and Flood Hazard Analysis and Mapping. Since the intent for these maps are to administer the County’s ordinance and not revise the FEMA FIRM maps, only the sections in GD95 pertaining to “Flood Hazard Analysis and Mapping, Levee Reach Procedure” will be used in this analysis. No stakeholder engagement, formation of a local levee partnership team, of data collection is proposed.

The hydraulic analysis and mapping will require a hydraulic model and hydrologic data. Hydrologic and hydraulic models of the vicinity have been developed by Wood Rodgers in 2019 and 2023, using data obtained from CalTRANS as part of their SR 16 Safety Improvement Project, in support of a Yolo County Flood Control & Water Conservation District study to flood mitigation along State Route 16. It is assumed that these models can be obtained and used by the selected vendor for this work effort.

The vendor will review the Wood Rodgers model and make necessary refinements to ensure the hydrology meets Yolo County hydrologic standards and that the hydraulic model reasonably capture flooding dynamics in the vicinity. Upon refinement of the hydrology and hydraulics, the hydraulic model will be simulated with the 1% flood event to determine the resultant base flood elevation

Deliverable: Hydraulic Analysis Report and Madison/Esparto region BFE map (GIS and PDF).

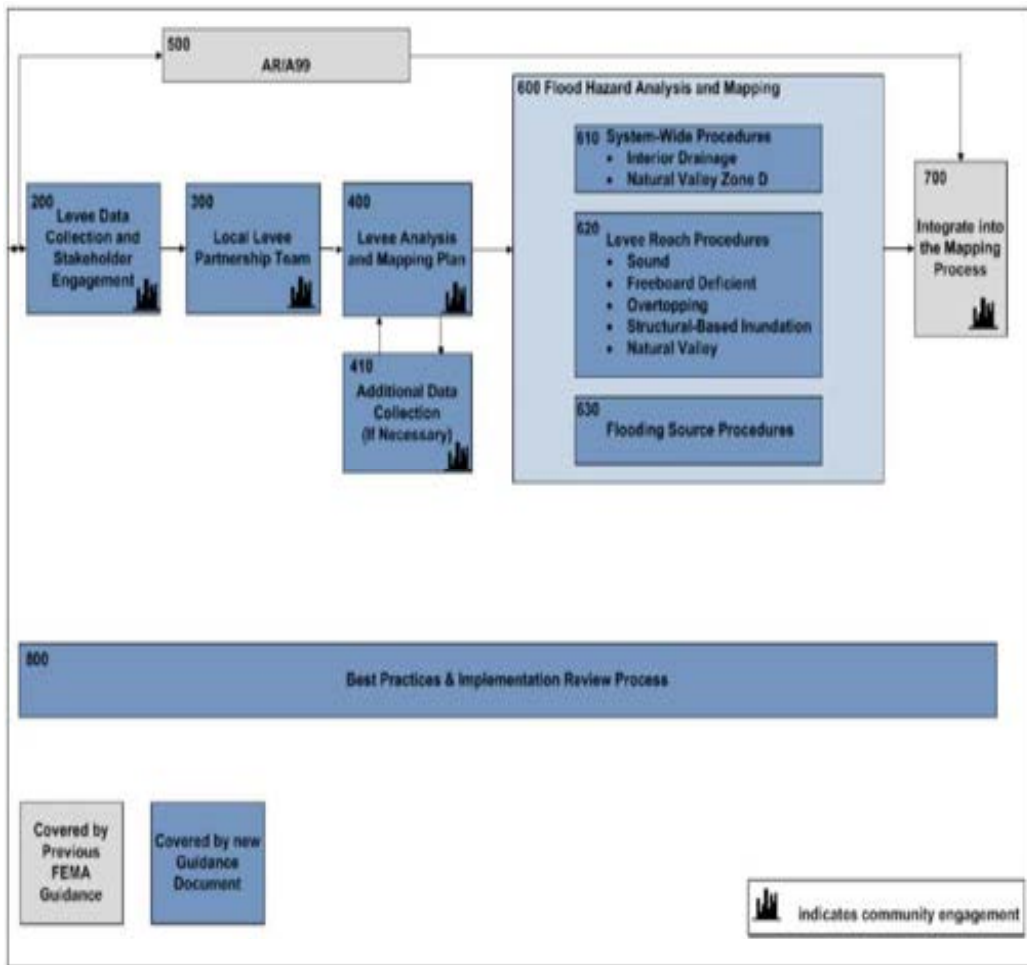
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Task 6. Respond to FEMA Comments

The maps prepared in tasks 2 to 5 will be submitted to FEMA for review with the intent to receive CRS credit. It is unknown what comments FEMA will have on the hydraulic analysis and mapping and thus a level of effort and expense can only be estimated. Refinement of the selected vendors estimate will be made upon review of the comments provided by FEMA.

FEMA Map Development Procedure:



3. VENDOR MINIMUM QUALIFICATIONS:

- a. Vendor shall have a minimum of five (5) years' experience performing the services required in this RFP.
- b. Yolo County encourages the participation of MBE, WBE, and labor surplus area firms and businesses to the greatest extent feasible on the Project in accordance with 2 CFR 200.321. Vendor shall be required to document their status as a Minority Business Enterprise (MBE), a Women-Owned Business Enterprise (WBE), or a non-MBE or WBR firm.
- c. Vendors shall adhere to all State and Federal laws, regulations and executive orders and implement regulations regarding providing services for this project, including the requirements for this American Rescue Plan funded project.
- d. Vendor must verify that is not in the excluded party listing system on the Sams.Gov website. Firm must go to the following website <https://sam.gov/SAM/pages/public/searchRecords> and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS). If awarded the contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.
- e. Vendor shall have knowledge of FEMA flood zones and mapping.

4. SERVICE CONTRACT:

The vendor must provide a knowledgeable representative to respond to all questions regarding orders and billing by phone, fax, or e-mail in a timely manner.

5. COMPLAINTS:

Contractor will respond to complaints within twenty-four (24) hours with a reasonable and acceptable solution. Contractor shall be required to rectify any problems including billing issues within fifteen (15) business days of said notification.

D. AWARDED CONTRACTOR REQUIREMENT

1. The successful Awarded contractor must supply all insurance requirements as required in Attachment 1: Sample Agreement. Insurance shall be provided within 10 calendar days of Notice of Intent to Award.
2. The awarded contractor will be responsible for all aspects of the work contract and the handling of any subcontractors. The County will not work directly with subcontractors.

E. DOCUMENTATION OF SERVICE PROVIDED

1. INVOICE:

The contractor will email monthly invoices for services performed to naturalresources@yolocounty.org. The invoices shall be addressed as follows:

County of Yolo
Department of Community Services
Natural Resources Division
292 West Beamer Street
Woodland, CA 95695
Attn: Manager of Natural Resources

The contractor will provide the following breakdown of information in written form for service on each generated invoice. Additionally, a breakdown of labor hours must be listed on timesheets with descriptions to support every hour.

- A. Project Site/Task
- B. Date(s) of Service
- C. Description of Work Performed with job labor rates
- D. Costs Incurred

F. CONTRACT TERM

Vendor agrees to provide the awarded services as specified in the RFP document for a one-year term beginning September 1, 2024-August 30, 2025, with the option for the County to extend the agreement for up to two additional one-year terms.

G. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II – RFP Schedule of Events. Proposers shall respond to the written RFP 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.

H. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through Periscope Source, formerly BidSync, at www.BidSync.com.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC 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.

I. ADDENDA

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

SECTION II. RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 AM and 4:00 PM 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.

| EVENT | DATE / TIME |
|---|---------------------------|
| County Issues RFP | 5/30/2024 |
| Deadline for Written Comments Posted on BidSync | 6/13/2024 @ 4:00 PM |
| County Issues Responses to Written Comments | 6/20/2024 |
| Proposals Due | 6/27/2024@ 4:00 PM |
| County Completes Evaluations | 7/17/2024 |
| Anticipated Contract Start Date | 9/01/2024 |

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SECTION III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP COORDINATOR

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

Karen Kawelmacher
County of Yolo Purchasing Department
120 West Main Street, Suite. G
Phone: (530) 666-8073
Email: karen.kawelmacher@yolocounty.org

B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal should be submitted in writing online at Periscope Source, formerly BidSync, at www.bidsync.com in the questions and answers section of the solicitation. Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFP 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 RFP 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 a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive 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 RFP, 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 RFP, 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 Attachment 2: Sample Agreement before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFP 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. RFP AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP 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 RFP 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 RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP 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 RFP.

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 RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

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 (PRA, California Government Code §6250 and following). The PRA contains limited exemptions. If proprietary information is contained in or attached to the bid, and you claim that it falls within one or more PRA exemptions, the bid must clearly mark that information, "Exempt from PRA." In the event of a PRA request for such information, the County will contact you and request that you agree in writing to defend and indemnify the County in any litigation that may result from denial of a PRA request. Unless you agree to do so within five (5) business days, the County will disclose the information under the PRA.

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based 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 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, with the weight factors specified below:

Award Evaluation Criteria:

- | | |
|--|-----------|
| 1. Qualifications and Experience of Consultant/staff | 20 points |
| 2. Responsibility/Demonstrated Competence | 20 points |
| 3. Cost Proposal | 15 points |
| 4. Understanding & Approach to Project | 15 points |
| 5. Project Schedule for each Task Completion | 10 points |
| 6. Previous Customer References | 10 points |
| 7. Quality and Completeness of Submitted Proposal | 10 points |

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the proposer can offer.

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 RFP 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.

S. 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 RFP Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

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 RFP/IFB 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 General Services
120 West Main Street, Suite G.
Woodland, CA 95695
Procurement@yolocounty.org

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 RFP/BID 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 RFP/IFB 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 RFP. 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 RFP/IFB 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 RFP Coordinator of this solicitation and the Manager of Procurement. 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.

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

SECTION IV. 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 Purchasing Agent 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 RFP 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. ADDITIONAL APPLICABLE LAWS:

The successful proposer must be aware of and as applicable comply with federal requirements stated in Title 2 CFR 200.318-200.327 as well as all of the following:

1. The Contractor will comply with the equal opportunity clause provided under 41 CFR 60-1.4, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Further, the Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.
2. The Immigration Reform and Control Act (IRCA) of 1986: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).
3. The Contractor will file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), ensuring that the parties will not use, and have not used, Federal appropriated funds to attempt to influence any person or organization in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. The parties must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

4. The Contractor shall conform to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government, including but not limited to the following: Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708), the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
5. The Contractor is required to comply with Federal Regulations 2 CFR Part 180 and 2 CFR Part 200:
 - a. Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).
 - b. The Contractor must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to (name of sub-awarding State agency, if applicable), and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.
6. The Contractor shall comply with the domestic preferences for procurement guidelines for the purchase, acquisition, or use of goods, products, or materials produced in the United States in 2 CFR § 200.322 and make the maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program> (See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §§ 200.322-200.323.)

7. The Drug-Free Workplace Act of 1990 requires the Contractor to comply with the requirements of Government Code Sections 8350-8357 and the requirements of federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620.
8. No Obligation by the Federal or State Government: Neither the Federal Government are not parties to the contract and are not subject to any obligations

or liability to the County, Contractor, or any other party pertaining to any matter resulting from any contracts awarded pursuant to this RFP.

9. Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions.

12. **Disadvantaged Business Enterprise (DBE) and Labor Surplus Area Firms (LSAs).** This Project requires compliance with DBE requirements as stated in Title 2 CFR part 200, Subpart D, section 200.321, to ensure that small businesses, minority and women's owned businesses (DBEs), and LSAs are used when possible. The DBE Program requires certain information and forms to be submitted regarding all DBEs participation and utilization. Contractor must take all necessary affirmative good faith steps to use DBEs and LSAs when using subcontractors, as described in Title 2 CFR part 200, Subpart D, section 200.321(b)(1)-(5), including:

- a. Placing DBEs/LSAs on solicitation lists and solicit to them when they are a potential source;
- b. Using the services of organizations such as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;
- c. Establishing delivery schedules, where the requirement permits, which encourage participation by DBEs;
- d. When economically feasible, divide total requirements into smaller tasks or quantities and establish delivery schedules; and
- e. Requiring any subcontractors to follow these affirmative steps.

F. 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. In addition, Contractor shall comply with the nondiscrimination and Equal Employment Opportunity provisions set forth in Section XXII of the sample agreement (Attachment 1).

G. 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 RFP 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.

H. ADDITIONAL PURCHASES

Following the award, the Purchasing Agent may dispense with separate bidding for additional purchases/services 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.

I. 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.

J. PRICE ESCALATION

All prices are firm for a period of one year from the date of award. If the contract is extended by the County beyond the initial one-year term, the Contractor may raise prices/hourly rates in accordance with the Consumer Price Index (CPI-W, US City Average, All items; NSA), up to a maximum three percent (3/0%) increase per year over the prior year CPI, rounded to the nearest tenth of a percent per year commencing with the effective date of the first contract extension beyond the initial one-year term. Any such CPI increase shall be rounded to the nearest tenth of a percent.

K. INVOICES AND PAYMENT TERMS

Invoices are to be emailed or 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.

L. 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 Agent) 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.

M. 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.

N. 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.

O. 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.

P. 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 RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

Q. 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.

SECTION V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through Periscope BidSync.

It is the sole responsibility of the proposer to ensure their proposal 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.

Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

Exhibit A: Transmittal Letter

Exhibit B: Proposal Questionnaire

Exhibit C: Proposal Cost Form

Exhibit D: Previous Customer References (Included within Exhibit B)

Exhibit E: Signature Page

Exhibit F: Non-Collusion Non-Conflict of Interest Statement

Exhibit G: Exceptions to Sample Agreement

Exhibit H: Anti Lobbying Certification

C. PRICING REQUIREMENTS

When preparing cost worksheet, Contractor shall submit pricing as follows:

1. Pricing must be broken down in detail and must be recorded on the Proposal Form Cost Sheet included as Exhibit C to this RFP or on an exact duplicate thereof. The Proposal Cost Form Sheet shall specifically record the exact cost amounts proposed. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the County may determine the proposal to be nonresponsive and reject it.

The fee schedule portion of this cost form must be completed with job classification and hourly rate for that classification.

2. Cost worksheets which shall be inclusive of all costs associated with work likely to be assigned the firm related to tasks stated in this RFP, including but not limited to personnel, administrative overhead, printing costs, attendance at meetings, travel, etc.

D. 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.

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 submitted pages are to be single-spaced typed pages with one-inch margins.
2. Provide a table of contents identifying the Exhibit Category of the proposal, Proposal number and Proposer name on every page submitted.
3. All pages must be numbered sequentially.

All forms and attachments that require signatures must be signed in blue ink for inclusion in the original of the Proposal package. Signature stamps are not acceptable.

EXHIBIT A
PROPOSAL TRANSMITTAL LETTER
Yolo County

BASE FLOOD ELEVATION ESTABLISHMENT PROJECT

RFP#GSDRFPKK2443

Proposer must send a one-page narrative, on company letterhead, which provides the following information:

1. Name and address telephone and fax number, URL of website. of Proposer/Contractor and a brief description of the firm.
2. A statement as to the firm's interest in response to this Request for Proposal (RFP).
3. Affirm that the Proposer meets the minimum qualifications stated in this RFP and understands the work to be done.
4. State the names of the persons who will be authorized to make representations for the Proposer, their job titles, addresses, telephone numbers and e-mail addresses.
5. A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
6. The name, title and original signature of the individual who is authorized to commit the contractor to the proposal. State that the person signing the letter is authorized to bind the Proposer. (Contractor additionally to fill out supplied County Signature Page)

Exhibit B – Proposal Questionnaire

Yolo County

BASE FLOOD ELEVATION ESTABLISHMENT PROJECT

RFP#GSDRFPKK2443

INSTRUCTIONS:

- The Evaluation Criteria specified below will be used to score proposals as stated in the RFP Section III, Paragraph Q Award of Proposal.
- Proposers shall provide the information requested in the Evaluation Criteria specified below, in the order given.

1. General Company Information

- a. Company Overview—provide an introduction and general description of your agency's background, nature of business activities and experience in providing the services addressed by this RFP. If your agency is the subsidiary of a larger corporation, describe the relationship and the extent to which your parent corporation is financially obligated to uphold the commitments made by your agency.
- b. Agency background and depth of ability to ensure services are provided:
 - i. Number of employees
 - ii. Describe your agency and include an organizational chart
 - ii. Applicable agency licenses, certifications, and expiration dates. Firm must submit copies licensing & certifications with their proposal.

2. Experience and Qualifications

Firm shall provide the following:

- a. A summary of the firm's experience over the past five years in performing similar services for public entities, including Federal, State, County or municipal clients for meeting minimum requirements of this RFP. Include applicant's role in each project. Also include the contract value (original value plus contract amendments, if applicable), project timeline, project owner, project location, contact name and title, address, current/accurate telephone number and email address (if available).
- b. A statement indicating if the firm is a Minority Business Enterprise (MBE), a Women-Owned Business Enterprise (WBE), or a non-MBE or WBR firm.

Exhibit B – Proposal Questionnaire

Yolo County

BASE FLOOD ELEVATION ESTABLISHMENT PROJECT

RFP#GSDRFPKK2443

- c. A statement acknowledging that ARP financial assistance will be used to fund this contract and that the firm will comply with all applicable federal law, regulations, and ARP policies, procedures, and directives if awarded this contract.
- d. A statement identifying the key staff who would be assigned to perform each type of service described for Yolo County including any sub-consultants. Firm shall provide a list of their qualifications, including resumes and list of professional continuing education. Provide information regarding those key team members who have worked together before as a team on similar projects. Discuss successful collaborations, the responsibility of each team member and the overall project outcome. Yolo County reserves the right to approve Firm's project manager and any requested personnel and subcontractor changes during the course of the contract.
- e. If using sub-consultants or subcontractors, provide a statement identifying all sub-consultants and subcontractors along with a statement of confirming compliance with all necessary steps identified in 2 CFR section 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- f. Provide examples of knowledge, expertise and/or experience with FEMA standards regarding flood zones and mapping.
- g. Describe past performance that demonstrates firm's experience completing projects with tight deadlines and in a cost-effective manner.
- h. Describe proposed program management and recordkeeping systems. Include any samples of available reports in order to perform the tasks associated in the RFP document.

Exhibit B – Proposal Questionnaire

Yolo County

BASE FLOOD ELEVATION ESTABLISHMENT PROJECT

RFP#GSDRFPKK2443

3. Responsiveness/Responsibility

- a. Has your agency, or any officer of your agency defaulted on a contract? If yes, explain.
- b. In the past five (5) years, has any claim been filed in court against your agency or any officer of your agency? If yes, explain.
- c. Has your agency ever been suspended, decertified, or barred by any governmental agency from providing services, even temporarily? If yes, explain. **Include your UEI number (formerly called DUNS number) which will be used to verify your status.**
- d. Provide a statement on how your agency resolves conflicts.
- e. Describe the firm's methods, approach and controls used on the projects in order to complete them in an effective, timely, economical and professional manner.

4. Project Understanding & Approach:

- a. Describe your overall understanding and approach to completing all project tasks.
- b. Identify and discuss any potential problems you may foresee based on experience in completing the tasks required.
- c. Identify and discuss methods you have used to mitigate those problems.

5. Project Schedule:

Vendor shall provide a project timeline for all five Project Tasks.

Exhibit B – Proposal Questionnaire

Yolo County

BASE FLOOD ELEVATION ESTABLISHMENT PROJECT

RFP#GSDRFPKK2443

6. References:

Submit a list of three (3) professional public agency references within the last three years in which you have provided related services, including name, title, mailing address, e-mail and telephone number of each contact person. References provided should be from the project list provided within the last five (5) years above. **Label as Exhibit D.**

7. **Cost Proposal Worksheets**

When preparing cost worksheet, Contractor shall submit pricing as follows:

1. The Cost Proposals must be recorded on the forms, included as Exhibit C to this RFP, or on an exact duplicate thereof. The Cost Proposal shall specifically record the exact cost amounts proposed. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period. The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the County may determine the proposal to be nonresponsive and reject it.

Vendor shall also include a total cost for each required task in the cost proposal form based on total approximate hours for the project.

Additionally, vendor shall provide a list of rates/fee schedule in addition to completing the sample cost proposal worksheets which shall be inclusive of all costs associated with work likely to be assigned the firm related to tasks stated in this RFP, including but not limited to personnel, administrative overhead, printing costs, attendance at meetings, travel, etc.

Exhibit B – Proposal Questionnaire

Yolo County

BASE FLOOD ELEVATION ESTABLISHMENT PROJECT

RFP#GSDRFPKK2443

***Firm shall submit the cost proposal worksheets in Excel format as a separate upload from the rest of their RFP submittal.

Yolo County

**BASE FLOOD ELEVATION ESTABLISHMENT PROJECT
RFP#GSDRFPKK2443 Cost Proposal Form-Exhibit C**

| Item# | Tasks | Number of Project Hours | Cost of Services |
|--------------|---|--------------------------------|-------------------------|
| 1 | Compile and Review Yolo County Best Available Maps and Maps/Analysis prepared by others | | |
| 2 | Develop BFE for Clarksburg basin | | |
| 3 | Develop BFE for town of Yolo | | |
| 4 | Develop BFE for Elkhorn basin | | |
| 5 | Develop BFE for Esparto/Madison | | |
| 6 | Respond to FEMA Comments | | |
| | | 0 | \$0.00 |
| | | | |
| | | | |
| | | | |

| FEE RATE SCHEDULE | | |
|-------------------|----------|-------------|
| ITEM # | JOB ROLE | HOURLY RATE |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |

County of Yolo
SIGNATURE PAGE-Exhibit E
Yolo County

BASE FLOOD ELEVATION ESTABLISHMENT PROJECT

RFP#GSDRFPKK2443

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final and shall be honored for the length of time indicated in the request.

All submittals must be manually signed in blue ink in the appropriate space below.

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

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

Date

Exhibit "F"
Non-Collusion and Non-Conflict of Interest Statement
Yolo County

BASE FLOOD ELEVATION ESTABLISHMENT PROJECT

RFP#GSDRFPKK2443

I, _____, am the
(Name)

_____ of _____
(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 decision-making 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:

(Date)

(Signature)

EXHIBIT G – EXCEPTIONS
BASE FLOOD ELEVATION ESTABLISHMENT PROJECT
RFP#GSDRFPKK2443

All County Contract 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 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |



Signature of Person Authorized to Sign

BASE FLOOD ELEVATION ESTABLISHMENT PROJECT
RFP#GSDRFPKK2443
Anti Lobbying Certification

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT B

CONTRACTOR PROPOSAL RESPONSE



WOOD RODGERS

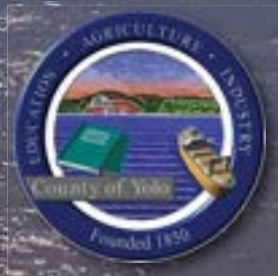
County of Yolo | Proposal for

Base Flood Elevation Establishment Project RFP #GSDRFPKK2443

June 27, 2024



PREPARED FOR



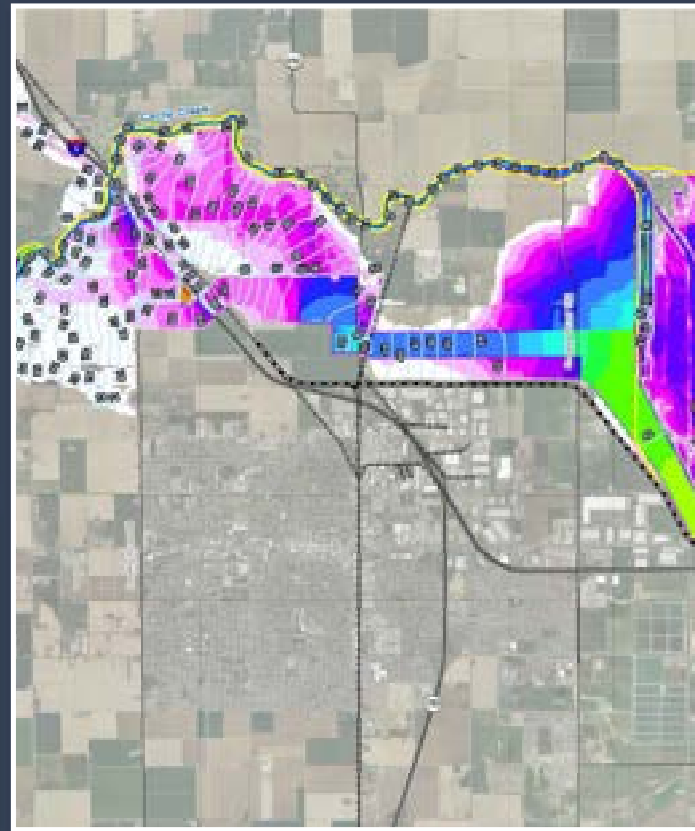


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| Exhibit B - Proposal Questionnaire | 3 |
| Exhibit C - Cost Proposal Form | * |
| Exhibit D - Customer References | 23 |
| Exhibit E - Signature Page | 24 |
| Exhibit F - Non-Collusion Non-Conflict of Interest Statement | 25 |
| Exhibit G - Exceptions to Sample Agreement | 26 |
| Exhibit H - Anti Lobbying Certification | 27 |
| Appendix - Resumes | |

According to the RFP Proposal Format & Content, all content adheres to single-spaced typed pages with one-inch margins.

** Indicates that, per Exhibit B - Section 7, Exhibit C (Cost Proposal Form) is to be uploaded separately from the RFP submittal.*



Exhibit A - Transmittal Letter

June 27, 2024

Karen Kawelmacher
County of Yolo Purchasing Department
120 West Main Street, Suite G
Woodland, California 95695

SUBJECT: REQUEST FOR PROPOSALS – BASE FLOOD ELEVATION ESTABLISHMENT PROJECT
RFP #GSDRFPKK2443

Dear Ms. Kawelmacher & Mrs. Sabatini,

The County of Yolo Department of Community Services is seeking a consultant to develop 100-year base flood elevation maps, based upon "best available information" to support the administration and implementation of the County's Flood Protection Ordinance. These maps are required for the Clarksburg basin, the town of Yolo, the Elkhorn basin, and the towns of Madison and Esparto. The process for developing the Federal Emergency Management Agency (FEMA) compliant hazard maps will be in accordance with FEMA's Guidance for Flood Risk Analysis and Mapping, February 2018 (GD95).

Wood Rodgers has extensive expertise in hydraulic and hydrologic analyses and is very familiar with FEMA's GD95 document, along with its predecessor, the Levee Analysis and Mapping Procedure (LAMP). Wood Rodgers has prepared dozens of mapping revisions through FEMA to define and re-define 100-year floodplains. Moreover, we have performed analyses in the areas of interest, including the towns of Madison and Esparto.

Michael Nowlan, PE, CFM, is Wood Rodgers proposed Project Manager. Mr. Nowlan is a past Chair of the Floodplain Management Association and a Certified Floodplain Manager (CFM). He has direct experience preparing floodplain maps in Yolo County, the City of Woodland, the City of West Sacramento, the town of Madison, and the town of Esparto.

I, Jonathan Kors, PE, will serve as the Principal-in-Charge for the contract. As a Vice President with Wood Rodgers, I have full authority to contractually bind the firm and allocate additional staff resources as needed to ensure the success of this project.

We look forward to the opportunity to assist Yolo County with its floodplain mapping and base-flood elevation determination needs.

My direct phone number is 916-919-3073, or feel free to contact me by email at jkors@woodrogers.com or Michael Nowlan at mnowlan@woodrogers.com.

Sincerely,

[Handwritten signature of Jonathan Kors]

Jonathan Kors, PE
Principal-in-Charge

[Handwritten signature of Michael Nowlan]

Michael Nowlan, PE, CFM
Project Manager

PRIMARY LOCATION OF SERVICES:

3301 C Street, Building 100B
Sacramento, CA 95816
Tel. (916) 341.7760

PRIMARY CONTACTS:



Jonathan Kors, PE
(Principal-in-Charge)

3301 C St., Blding 100-B
Sacramento, CA 95816

Phone | (916) 919.3073

Email | jkors@woodrogers.com



Michael Nowlan, PE, CFM
(Project Manager)

3301 C St., Blding 100-B
Sacramento, CA 95816

Phone | (916) 326.5277

Email | mnowlan@woodrogers.com

EXHIBIT B PROPOSAL QUESTIONNAIRE

General Company Information

Company Overview & Agency Background

BUILT & SUSTAINED ON THE FIRM BELIEF IN PROVIDING QUALITY

Wood Rodgers, Inc. is a California corporation with **a staff of over 350 employees including professionally registered engineers** in the fields of civil, geographic information system (GIS), transportation, traffic, structural, mechanical, and geotechnical; licensed hydrogeologists; professional land surveyors; certified floodplain managers.

Our expertise relative to the proposed work includes the following:

- ▶ Hydrologic & Hydraulic Engineering
- ▶ Regulatory Permit Analysis/Applications, Consultation & Compliance Tracking
- ▶ Environmental Planning
- ▶ Natural Resource Surveys & Management, Conservation Planning & Habit Design
- ▶ Civil & Geotechnical Analyses; Design of Dams, Levees & Hydraulic Structures

For over 27 years Wood Rodgers staff have developed a highly capable water resources practice with a focus on riverine analyses, flood control and groundwater development and recharge. Our engineering analysis and design team include professionals that have experience with the preparation of feasibility studies for flood risk reduction and multi-benefit projects including levee strengthening, levee setbacks, detention facilities, weirs, pump stations, rail-related infrastructure design, and other hydraulic features.

OUR COMMITMENT TO THE COUNTY OF YOLO

Wood Rodgers has long worked alongside Yolo County and the Cities and towns within the County. Our Yolo County work includes master drainage studies for the town of Madison, Esparto, the City of Winters, the City of West Sacramento, and the City of Woodland, to the major federal project seeking to address flooding in the City of Woodland from Cache Creek. We also serve RD 2035 in addressing regional flood issues relative to the Yolo Bypass. We are committed to assisting the residents of Yolo County to identify and implement solutions to flood risks to life and regional economic vitality.

FINANCIAL STRENGTH & STABILITY

Wood Rodgers, Inc. has always been in excellent financial condition throughout its 26 years of continuous operation. We have never defaulted on any financial obligations. We are profitable and capable of meeting all financial obligations necessary to complete this project. A copy of Wood Rodgers' financial statements can be provided upon request.

100% DEDICATED TO THE SUCCESS OF THE COUNTY'S BASE FLOOD ELEVATION ESTABLISHMENT PROJECT

Our proposed team is fully committed to the County of Yolo's Base Flood Elevation Establishment project from conception to completion. Our experienced professionals will ensure your project progresses smoothly. Their dedication extends beyond the job; *they are passionate about fostering success in the community where they live and work.*

FIRM'S ORGANIZATIONAL CHART

We take pride in the fact that Principals and management staff are closely involved with the work product and are responsive to clients' needs. Our relationship with federal, state, and local agencies, as well as contractors and consultants, ensure the successful completion of projects.

PRESIDENT | Mark Rayback

BOARD OF DIRECTORS

| | | | | |
|---------------------|----------------------|----------------------|---------------------|-----------------------|
| <i>Mark Rayback</i> | <i>Andy Durling</i> | <i>Karrie Mosca</i> | <i>Mark Rodgers</i> | <i>Justin Rollman</i> |
| <i>Cary Chisum</i> | <i>Jonathan Kors</i> | <i>Kevin Gustorf</i> | <i>Matt Spokely</i> | |





PRINCIPALS

| | | | |
|--|--|--|---|
| ACCOUNTING & ADMINISTRATION <i>Justin Rollman</i> +22 Staff HUMAN RESOURCES <i>Theresa Gaughan</i> +3 Staff TECHNOLOGY & FACILITIES <i>Cary Chisum</i> <i>Michael Albrecht</i> +9 Staff LANDSCAPE ARCHITECTURE <i>John Nicolaus</i> +4 Staff | CIVIL <i>Jeff Carpenter</i> <i>Paul Klein</i> <i>Mark Cendagorta</i> <i>Mathew Roulias</i> <i>Karrie Mosca</i> <i>Matt Spokely</i> <i>Mike Motroni</i> <i>Steve Strickland</i> <i>Mark Fakler</i> <i>Jesse Patchett</i> +50 Staff PLANNING & ENVIRONMENTAL <i>Timothy Denham</i> <i>Tim Chamberlain</i> <i>Stan Mette</i> <i>Andy Durling</i> <i>Paul Neuser</i> +11 Staff | SURVEYING & MAPPING <i>Dennis Barber</i> <i>Kevin Almeter</i> +35 Staff TRANSPORTATION <i>Matt Salveson</i> <i>Glen Parker</i> <i>Jason Lemons</i> <i>Mark Casey</i> <i>Bryant Gant</i> +27 Staff CORPORATE COMMUNICATIONS <i>Kevin Gustorf</i> +7 Staff | WATER RESOURCES <i>Kevin Gustorf</i> <i>Jonathan Kors</i> <i>Jeffrey Lodge</i> <i>Daniel Matthies</i> <i>Cheng Soo</i> <i>Karl Meier</i> +44 Staff BRIDGES & STRUCTURES <i>Chris Hodge</i> +5 Staff GEOTECHNICAL <i>James Smith</i> +26 Staff GIS & CADD <i>Sheng Tan</i> +15 Staff |
|--|--|--|---|

TOTAL PROFESSIONAL & SUPPORT STAFF

350+

LICENSES/CERTIFICATIONS

| | |
|--|--|
|  <p>Jonathan Kors, PE (Principal-in-Charge) Professional Civil Engineer, CA No. 59538 Expiration Date: December 31, 2025</p> |  <p>Michael Nowlan, PE, CFM (Project Manager) Professional Civil Engineer, CA No. 55954 Expiration Date: December 31, 2024</p> |
|  |  |

Wood Rodgers is committed to maintaining the highest standards of professional conduct and regulatory compliance. Our staff is fully compliant with all applicable agency licenses, ensuring that our operations are in strict adherence to the relevant laws, regulations, and industry standards.



City of Sacramento – McKinley Village Underpass Floodgate Installation

Experience & Qualifications

INDUSTRY LEADING EXPERTISE

Wood Rodgers offers a wide range of flood control and drainage services including storm drainage facility analysis and design; flood control facility analysis and design; watershed planning and management; and pipeline and pumping facility design.

Our floodplain mapping services have included performing Cooperating Technical Partnerships (CTP) studies for which the State and local agencies have partnered with FEMA to update FEMA flood hazard mapping. Wood Rodgers also has prepared numerous Letter of Map Revision processes to update FEMA flood hazard mapping.

Our storm drainage facility design and master planning engineering services encompass everything from small on-site storm water system design to regional storm drainage master planning studies and design. We have successfully conducted storm water master plans for many large communities in Northern California and Nevada, and have had extensive experience in every aspect of design for regional and specific plan area storm drainage master planning.

Wood Rodgers maintains a suite of hydraulic and hydrologic numerical modeling software programs including HEC-RAS; TUFLOW; XP-SWMM; MIKE 11, MIKE URBAN, MIKE FLOOD, FLO 2D and InfoWorks ICM. We have extensive experience in developing FEMA Flood Insurance studies and processing CLOMRs and LOMRs on behalf of local agencies.

WOOD RODGERS DIFFERENTIATORS



46.8+ MILLION

Our Flood & Drainage portfolio encompasses more than 465 projects totaling over \$46.8 million in constructed infrastructure in the last 5 years.



Extensive Flood & Drainage Infrastructure experience in the Northern California Region.

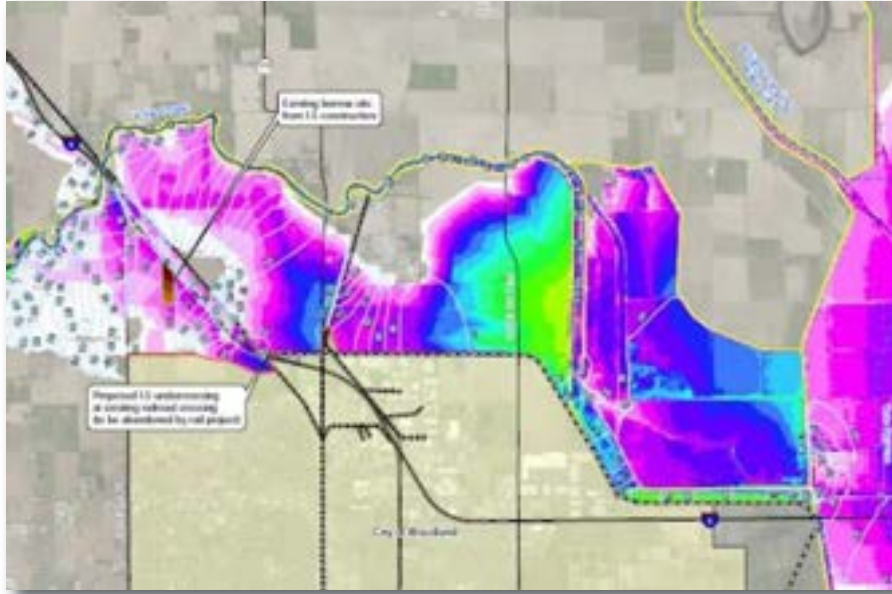


DEPTH OF RESOURCES – backed by comprehensive in-house support services, enabling the County to adopt a flexible approach to a variety of services.

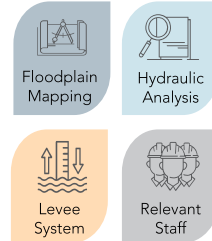
On the following pages, we have included three (3) example project summaries, similar to the services outlined within the RFP.

List of Similar Reference Projects

Below are three reference projects for which we have provided similar services for their complex public works projects within the last five years. The projects represent the expertise and qualifications of key project team members to provide the services described in the RFP.



Project Relevancy:



Proposed staff Jonathan Kors (Principal-in-Charge), Michael Nowlan (Project Manager), and Cody Milligan (Technical Lead), led efforts on this project.

CITY OF WOODLAND | Lower Cache Creek Feasibility Study – Woodland, CA

Wood Rodgers provided planning, hydraulics analysis, and preliminary design services for the City of Woodland’s Lower Cache Creek Feasibility Study. Cache Creek has a capacity equal to about the 25-year event and a high volume/limited depth floodplain can impact large areas of the City’s northern industrial area. As a part of the Study, Wood Rodgers updated its previous TUFLOW hydraulic model of Lower Cache Creek (which had been developed to evaluate Federal FEMA floodplains in the City) to incorporate survey and LiDAR data collected as part of the California Department of Water Resources (DWR) Central Valley Floodplain Evaluation and Delineation (CVFED) Program and to evaluate several alternatives for routing Cache Creek overflows around the City and to the Yolo Bypass. A total of seven potential alternatives were fully developed and analyzed. The feasibility study concluded with a preferred alternative that included a large conveyance channel, floodplain contouring, Cache Creek Settling Basin levee reconstruction, and bridges and culverts at major roadway and rail intersections throughout the area north and east of Woodland.

| PROJECT STATS: | |
|-----------------------|---|
| Wood Rodgers Role: | Prime Consultant – Planning, Hydraulic Analysis, Preliminary Design |
| Contract Value: | \$650,000 |
| Project Timeline: | January 2012 – January 2024 |
| Project Owner: | City of Woodland |
| Project Location: | Woodland, CA/County of Yolo |
| Contact Name & Title: | Tim Busch, Principal Utilities Civil Engineer (City of Woodland) 300 First St., Woodland, CA 95695 Tel. 530.661.5963 Em. tim.busch@cityofwoodland.org |



Project Relevancy:



Floodplain Mapping



Similar Complexity



Hydraulic Analysis



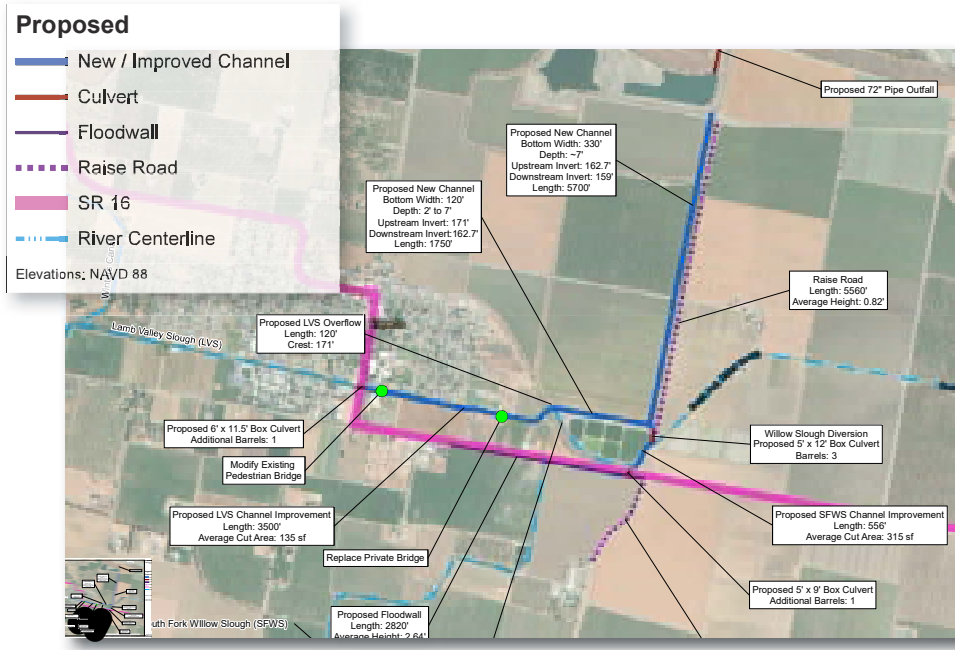
Relevant Staff

Proposed staff Jonathan Kors (Principal-in-Charge) & Michael Nowlan (Project Manager), led efforts on this project.

YOLO COUNTY | Knight's Landing Drainage Analysis & Interior Drainage Design – Knight's Landing, CA

In 2019, Wood Rodgers contracted with Yolo County to evaluate drainage improvements in the community of Knight's Landing, California. The area near Front Street and Railroad Street historically floods from frequent local rainfall events, seepage from the Sacramento River, or a combination of the two. Wood Rodgers developed a hydraulic model to evaluate existing conditions hydrology and evaluated seepage rates through the Sacramento River levee based upon DWR Non-Urban Levee Evaluations data. Following the analysis, Wood Rodgers prepared design drawings for construction of the improvements.

| PROJECT STATS: | |
|-----------------------|---|
| Wood Rodgers Role: | Prime Consultant – Hydraulic Modeling & Mapping,, Drainage |
| Contract Value: | \$45,063 |
| Project Timeline: | July 2019 – April 2021 |
| Project Owner: | County of Yolo |
| Project Location: | Knight's Landing, CA |
| Contact Name & Title: | Elisa Sabatini, Manager of Natural Resources (Yolo County) 292 West Beamer St., Woodland, CA 95695 Tel. 916.402.3985 Em. elisa.sabatini@yolocounty.org |



Project Relevancy:



Floodplain Mapping



Similar Complexity



Hydraulic Analysis



Relevant Staff

Proposed staff Jonathan Kors (Principal-in-Charge) & Michael Nowlan (Project Manager), led efforts on this project.

YOLO COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT | Madison, Esparto, & State Route 16 Flood Risk Reduction – Madison & Esparto, CA

In October of 2019, the County, the Yocha Dehe Wintun Nation (Yocha Dehe), and the District commissioned Wood Rodgers to prepare an analysis to identify a preferred regional flood risk reduction alternative to alleviate flooding in the area west of Interstate 505 (I-505) including the towns of Madison and Esparto, and SR 16. The analysis identified a preferred alternative that included intercepting flows from Lamb Valley Slough and Willow Slough near the Esparto Wastewater Treatment Plant and conveying them north to a gravel mining pit (Syar Mine) adjacent to Cache Creek. In June of 2023, Wood Rodgers began design of the facilities to a 35-percent level of completion. Wood Rodgers work on the project includes civil design, hydraulics analysis, environmental analyses and geotechnical investigation and analysis.

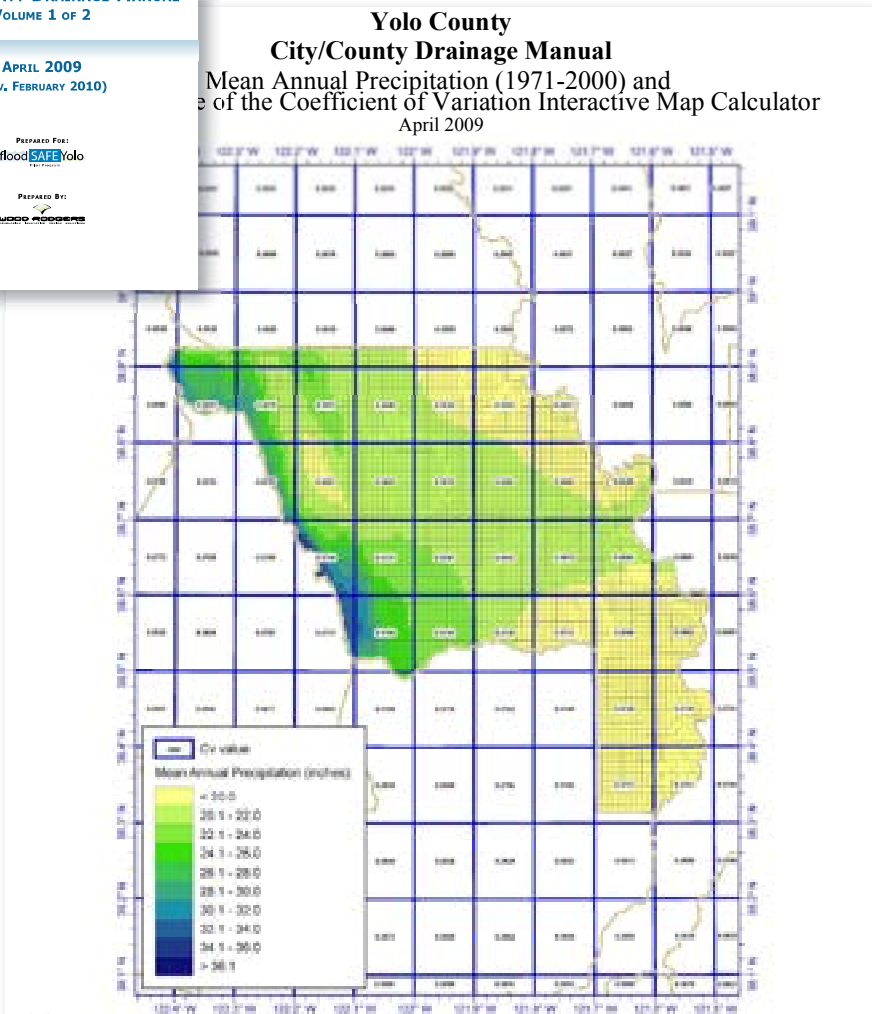
| PROJECT STATS: | |
|-----------------------|--|
| Wood Rodgers Role: | Prime Consultant – Hydraulic Analysis, Flood Control, Civil Design, Geotechnical Investigation, Environmental Analyses |
| Contract Value: | \$449,157 |
| Project Timeline: | October 2019 – December 2023 |
| Project Owner: | Yolo County Flood Control & Water Conservation District |
| Project Location: | Madison & Esparto, CA |
| Contact Name & Title: | Todd Riddiough, Senior Civil Engineer, Public Works (Yolo County) 292 West Beamer St., Woodland, CA 95695 Tel. 530.666.8039 Em. todd.riddiough@yolocounty.org |

YOLO COUNTY
CITY / COUNTY DRAINAGE MANUAL
 VOLUME 1 OF 2

APRIL 2009
 (REV. FEBRUARY 2010)

PREPARED FOR:
floodSAFE Yolo

PREPARED BY:
WOOD RODGERS



Project Relevancy:

- Similar Complexity
- Hydraulic Analysis
- Hydrology/ Drainage Standards
- Relevant Staff

Proposed staff Jonathan Kors (Principal-in-Charge) & Michael Nowlan (Project Manager), led efforts on this project.

YOLO COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT | Yolo County City/County Storm Drainage Manual – Yolo County, CA

The County, Cities and districts formed a consortium (floodSAFE Yolo) to address flood issues and hired Wood Rodgers to develop design precipitation, drainage, and water quality standards for the entire County.

Wood Rodgers performed detailed statistical analysis of the rainfall gages within the Yolo County region to derive spatially variable depth/duration/frequency estimates across the entire county, accounting for published mean annual precipitation and coefficient of variation influences. Wood Rodgers also provided comprehensive drainage design standards, identifying all necessary hydrology methodologies and parameters necessary to perform hydrologic analyses within Yolo County and to design drainage facilities including gravity flow and pumped flow facilities, and detention and retention storage facilities. Wood Rodgers included a section of the manual to address storm water quality measures relating to urban development to provide guidance for meeting storm water quality permitting requirements. The design rainfall and design standards have been adopted and used in master planning efforts throughout the County and are published on the County’s website.

| PROJECT STATS: | |
|-----------------------|---|
| Wood Rodgers Role: | Prime Consultant – Rainfall Depth/Duration/Frequency Analysis, Design Standards, WQ Standards |
| Contract Value: | \$94,900 |
| Project Timeline: | 2008 – 2009 |
| Project Owner: | Yolo County Flood Control & Water Conservation District (on behalf of floodSAFE Yolo) |
| Project Location: | Yolo County |
| Contact Name & Title: | Kristin Sicke, PE, General Manager (YCFC&WCD) 34274 State Highway 16, Woodland, CA 95695 Tel. 530.662.0265 Em. ksicke@ycfcwcd.org |

Statement Indicating Firm Classification

Wood Rodgers is an S Corporation and is not classified as a Minority Business Enterprise (MBE) or a Women’s Business Enterprise (WBE). However, we are committed to collaborating with any type of firm to successfully complete your Base Flood Elevation Establishment Project.

Statement Acknowledging ARP Financial Assistance

Wood Rodgers acknowledges that ARP financial assistance will be used to fund this contract. If awarded this contract, Wood Rodgers will comply with all applicable federal laws, regulations, ARP policies, procedures, and directives.

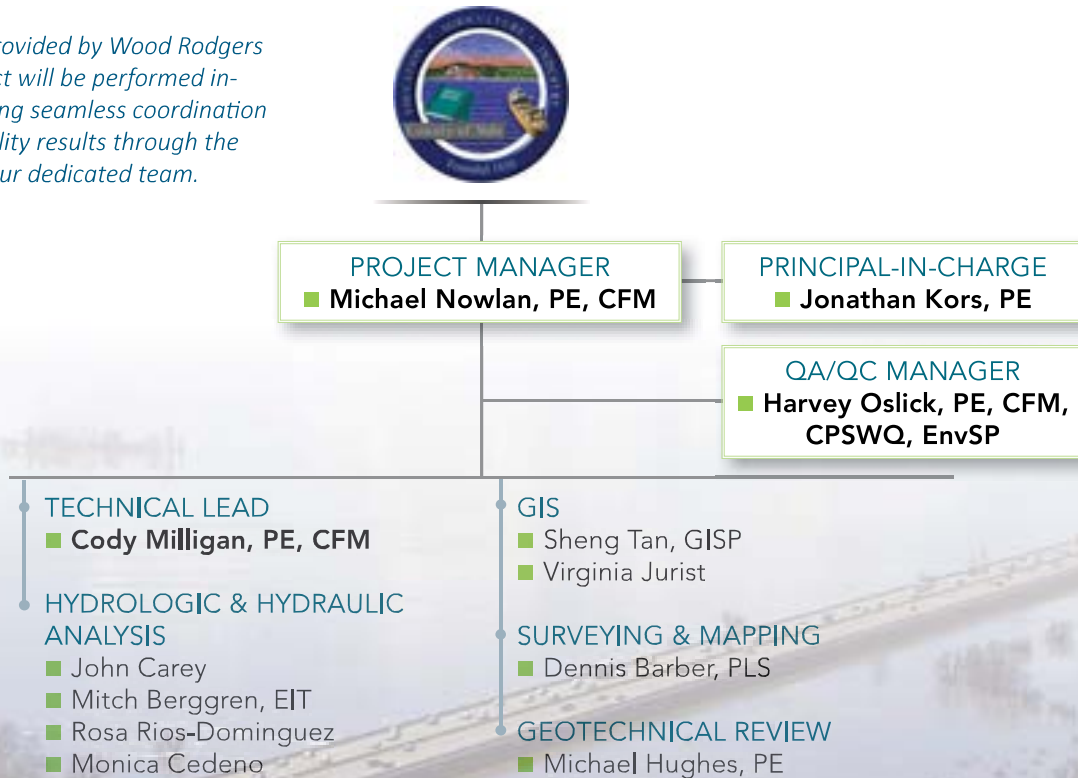
Key Staff Assigned to Yolo County – Base Flood Elevation Establishment Project

PROJECT TEAM ORGANIZATIONAL CHART

All team members listed on the organizational chart below will be available through completion of the project. No substitutions of any team members will be made without receiving approval in writing from Yolo County.

Wood Rodgers has assembled the following multi-disciplinary team to deliver the Base Flood Elevation Establishment project. The individuals shown on the following page have been selected based upon their experience and expertise in serving similar programs, as well as their availability to commit to projects from initiation through construction. **Following the organizational chart are the key staff qualifications, including their full project experience resumes, located in the appendix. Support staff resumes are available upon request.**

All services provided by Wood Rodgers for this project will be performed in-house, ensuring seamless coordination and high-quality results through the expertise of our dedicated team.



For decades, Wood Rodgers’ dedicated team of seasoned planners, engineers, and GIS professionals has excelled in the meticulous planning, thorough analysis, and innovative design of hydraulic modeling and mapping and flood risk prevention for various public agencies. Our collective expertise spans the entire spectrum of project phases, from initial planning and analysis to facility design and construction, ensuring comprehensive and successful project execution.

KEY STAFF QUALIFICATIONS & EXPERIENCE



JONATHAN KORS, PE |
PRINCIPAL-IN-CHARGE

YEARS OF EXPERIENCE | 29 years

REGISTRATIONS/CERTIFICATIONS |

Professional Civil Engineer, CA #59538

BRIEF SUMMARY OF ROLE | Jonathan is a registered Civil Engineer with 29 years specializing in water resources design and construction. His experience spans designing and analyzing flood control facilities across California, adhering to DWR ULDC, CVFPB standards, and USACE guidelines. He has led multidisciplinary teams in project development, overseeing the preparation of comprehensive designs, including plans, specifications, and cost estimates, for new and rehabilitated facilities. Jonathan has conducted inspections of flood control structures and authored operation and maintenance manuals. His career includes coordinating project activities with USACE, DWR, and CVFPB, ensuring regulatory compliance in the Sacramento-San Joaquin Valley.



MICHAEL NOWLAN, PE, CFM |
PROJECT MANAGER

YEARS OF EXPERIENCE | 35 years

REGISTRATIONS/CERTIFICATIONS

| Professional Civil Engineer, CA #55954; Certified Floodplain Manager, US-08-03529

BRIEF SUMMARY OF ROLE | Michael is a seasoned civil engineer with 35 years of expertise in planning and conducting detailed studies on complex drainage and flooding systems. His focus includes urban pipe networks, regional flood control levees, large river systems, statistical and empirical analysis of stream flow hydrology, design frequency rainfall, dam break analysis, and floodplain mapping. Michael excels in applied hydrology and hydraulics, directing the use of numerical simulation programs like HEC-HMS, SacCalc, HEC-RAS, XP-SWMM, EPA-SWMM, InfoWorks ICM, FLO-2D, MIKE 11/21, and MIKE FLOOD, along with legacy programs such as HEC-1, HEC-2, and UNET. He integrates GIS for simulation result development and review, and in report documentation. Additionally, Michael serves on the Board of Directors for the Floodplain Management Association.



HARVEY OSLICK, PE, CFM, CPSWQ,
EnvSP |
QA/QC MANAGER

YEARS OF EXPERIENCE | 37 years

REGISTRATIONS/CERTIFICATIONS | Professional Civil Engineer, CA #5446; Certified Floodplain Manager, US-05-01503; Certified Professional in Storm Water Quality No. 498; Certified Envision Sustainability Professional

BRIEF SUMMARY OF ROLE | Harvey brings over 30 years of engineering and management expertise, specializing in water resources, drainage, flood control, and storm water quality. His experience spans project planning, design, and construction, focusing on hydrologic and hydraulic modeling, storm drainage master planning, and multifunctional flood control project analysis and design. He is proficient in various software tools such as HEC-RAS, HEC-HMS, XPSWMM, and FLO-2D for hydrologic modeling. Harvey's background also includes comprehensive knowledge of the National Flood Insurance Program and NPDES requirements, including hydromodification management planning, supporting both public agency and private entity projects.



CODY MILLIGAN, PE, CFM |
TECHNICAL LEAD

YEARS OF EXPERIENCE | 14 years

REGISTRATIONS/CERTIFICATIONS

| Professional Civil Engineer, CA #81315; Certified Floodplain Manager, US-17-10054

BRIEF SUMMARY OF ROLE | Cody is a registered civil engineer and certified floodplain manager with 13 years of experience in water resources projects, specializing in hydrologic and hydraulic modeling. He uses various numerical modeling platforms for floodplain mapping, flood control facility design, scour countermeasures, cost estimation, and storm drainage and stormwater quality infrastructure design. Cody conducts hydraulic modeling for state and federal agencies such as DWR, USACE, FEMA, Caltrans, and SAFCA, as well as numerous local city, county, and regional agencies. He is proficient in ArcGIS and AutoCAD for creating project deliverables and performing quality assurance reviews.



Since 1997, Michael Nowlan has contributed to projects for Yolo County's Flood Control District, FEMA, and the City of Woodland. With nearly 27 years of experience serving the Yolo County area, Mike is dedicated to leading your project to successful completion, *leveraging his familiarity with County policies and procedures.*

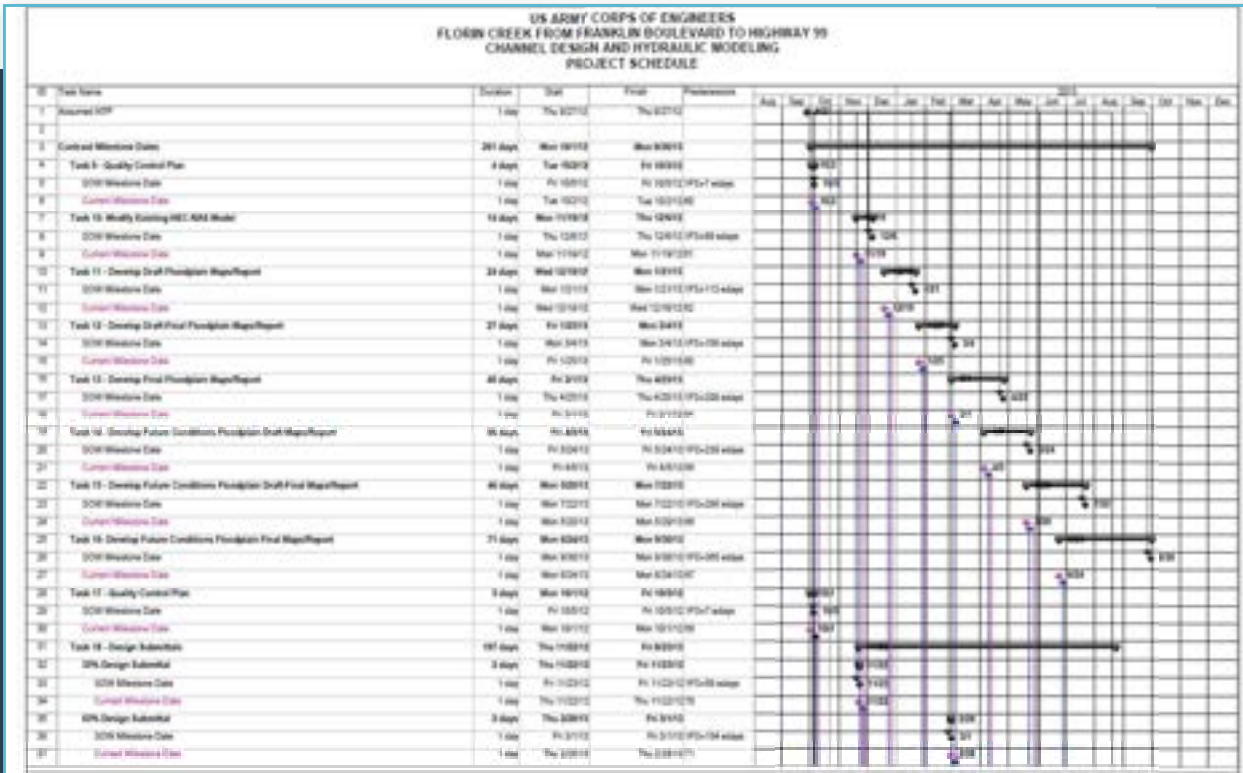
Experience with FEMA Standards (Flood Zones & Mapping)

Our extensive experience in analyzing rivers and creeks for FEMA Flood Insurance Studies and Letters of Map Revision has enabled us to address infrastructure impacts to floodplains and regulatory floodways as an integral part of project development and design. Our knowledge of the FEMA submittal process will enable the County to direct developers regarding the appropriate level of detail for FEMA submittals as well as the appropriate timing and coordination to avoid unnecessary project delays.

Wood Rodgers Ability & Experience in Meeting Tight Project Deadlines

A specific example of Wood Rodgers ability to meet internal and project deadlines, major milestones, and overall project schedule is the **Sutter Butte Flood Control Agency FRWL Project**. This design project, for which Wood Rodgers was a primary designer, included multiple construction contracts that needed to be advanced simultaneously to meet the overall construction program schedule. Design was initiated in 2010 and the first construction contract was completed in 2013 (Reach 13 in Yuba City) addressing the area of highest risk within the program. Wood Rodgers was the principal designer for this work and performed much of the associated construction planning including borrow site acquisition, staging area acquisition, and Federal Aviation Administration authorization. The Project borrowed many of the approaches used by SAFCA to advance the **Natomas Levee Improvement Program** (which Wood Rodgers was a primary designer for) including compiling flexible construction bidding schedules and advancing construction ahead of obtaining all permits and construction authorizations. Changes in direction on the NLIP Program occurred frequently and Wood Rodgers met commitments to advance designs in accordance with the program’s objectives.

Wood Rodgers uses Microsoft Project for tracking schedules on all of our projects, clearly identifying the critical path through design. The example to the right is from our **USACE Florin Creek Hydraulic Analysis Project**, which tracked contract milestone dates versus actual milestone date projections.



Use of Microsoft Project for tracking schedules on projects.

For budget tracking and analysis, Wood Rodgers uses the Earned Value Analysis technique, an example is shown below. This example is from Wood Rodgers' work on the **City of West Sacramento Storm Drainage/Storm Water Master Plan Update**. Earned Value Analysis provides important information on how budget expenditures were anticipated to occur, how they are actually occurring, and what the value of completed work is to date. These tools allow Wood Rodgers to actively track project progress and budget expenditures relative to baseline assumptions.



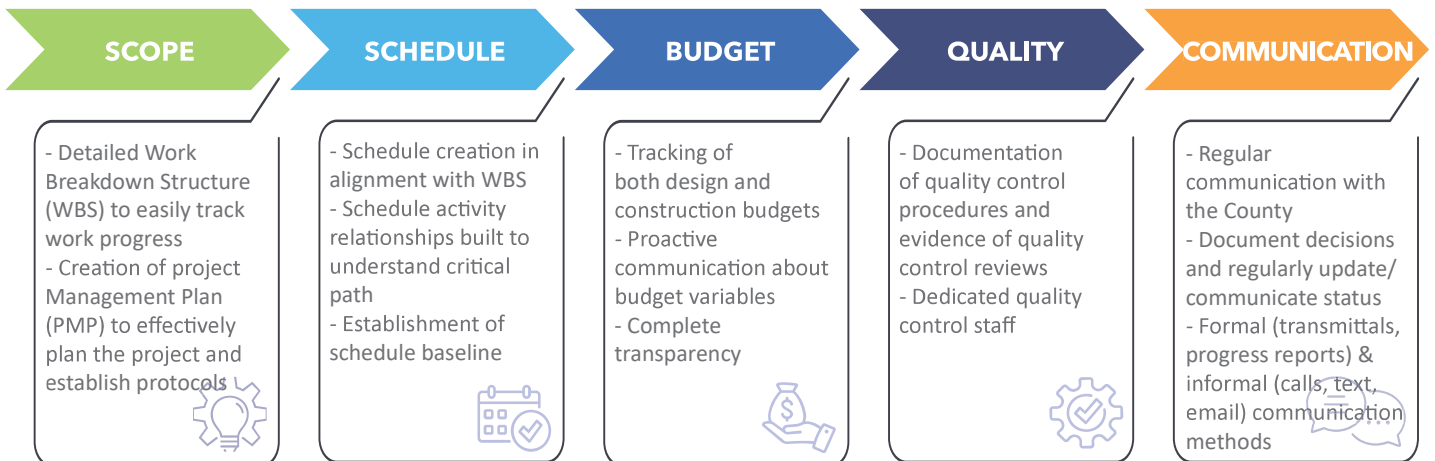
Earned Value Analysis Technique

Lastly, it is noted that all firms deal with projects which, on occasion, require remediation mid-way to recover lost schedule or budget shortfall. As a Vice President and owner at the firm, Wood Rodgers' proposed contract manager has full authority to assign or re-assign resources, negotiate changes in the scope and budget, or implement other measures to equitably address such issues.

Program Management & Recordkeeping Systems

Wood Rodgers' Project Manager, Michael Nowlan, PE, specializes in providing similar services outlined within the RFP document. **Michael has successfully managed and completed numerous hydrologic, hydraulic, and floodplain mapping studies in the region resulting in FEMA mapping updates/revisions for the Cities of Woodland and Winters and unincorporated areas within Yolo County.**

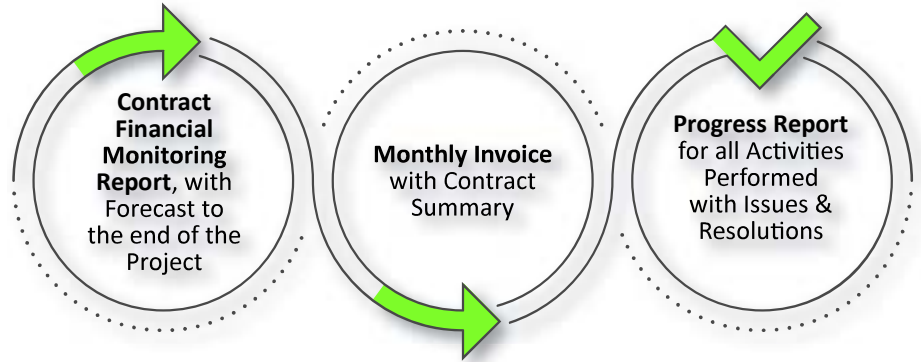
Wood Rodgers project manager's approach to successful program and task management is by identifying client's needs, establishing project/ task goals, setting expectations and defining risk at the beginning of a project/task. Our project manager has access to in-house resources in civil, transportation, traffic, structural, mechanical, and geotechnical; licensed hydrogeologists; professional land surveyors; and certified floodplain managers whose experience and knowledge can be leveraged for this type of contract. **Our program management activities include:**



SCOPE — Wood Rodgers’ project manager will direct and monitor all tasks in the Scope of Work that will be attached to the Agreement for Professional Services—making sure that the project team members assigned to the tasks provide quality deliverables, keep within budget, and stay on schedule. Out-of-scope work identified during the course of the project will be brought to the attention of the County so that they can be discussed and agreed upon before the work is performed.

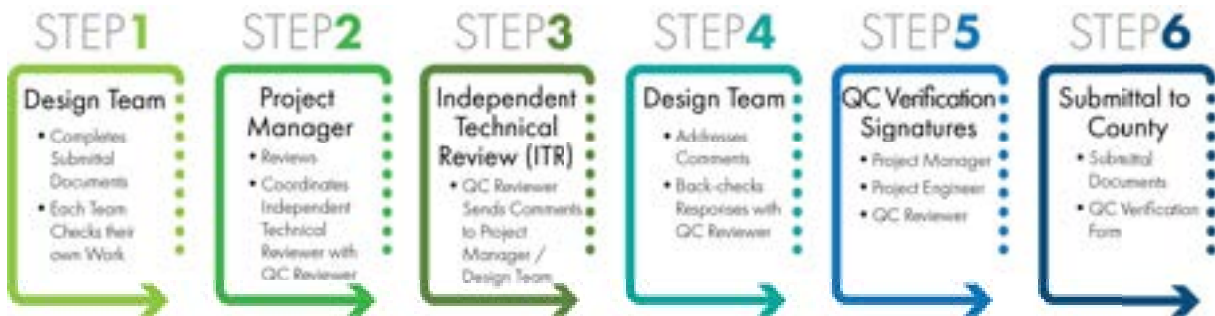
SCHEDULE — Wood Rodgers’ project manager will prepare and maintain a critical path method (CPM) schedule, presented in a Gantt chart format, using Microsoft Project software. Each task and project milestone in the Scope of Work will be included in the schedule, so that the progress of each task milestone can be monitored.

Each month, Michael will oversee the preparation and submittal of the following:



BUDGET — All efforts to the project will be monitored and controlled to assure that costs are kept within budget limitations. Wood Rodgers’ BST10 enterprise accounting system will be utilized to monitor and control budgets on a task-by-task basis. Monthly invoices and progress reports will be prepared and submitted to the County. Progress reports will cover work and tasks performed during the pay period, work forecast for the pay period to come, overall project progress, and identification of issues needing resolution.

QUALITY — Wood Rodgers will perform Quality Assurance/Quality Control (QA/QC) on every project. A Wood Rodgers senior-level experienced engineer will review and approve all deliverables before they are submitted to the County. **Wood Rodgers takes great pride in knowing that our reports and studies are of the highest quality,** and our plans are biddable, buildable, and administrable. Quality products reduce the time it takes for approving agencies to conduct required reviews and decreases costly changes order during construction.



COMMUNICATION — Effective communication is crucial for our goal of integrating an innovative team of local experts with the City staff. Wood Rodgers ensures constant, clear communication through regular project development team (PDT) meetings. Mike will keep open lines of communication with the City to identify and respond to needs, working with the County to gather task information, select the best team, and initiate program development. Regular updates and meetings will maintain alignment and satisfaction with the project’s progress. Clear communication is essential from the outset to define the scope and initiate projects or task orders.

Responsiveness/Responsibility

RESPONSIBILITY & DEMONSTRATED COMPETENCE

a) Has your agency, or any officer of your agency defaulted on a contract? – No.

b) In the past five (5) years, has any claim been filed in court against your agency or any officer of your agency?

– The following details Wood Rodger’s disclosure of litigation history within the last 5-years. Wood Rodgers has no contract failures or dismissals within our 27-year history.

| DESCRIPTION: | INSURER CLAIM #: | CASE NAME/RESULTS: |
|--|---------------------------------------|--|
| <p>COWEN V. LENNAR RENO-CASA BELLA</p> <p>Notice 12/22/2016</p> <p>Insured received notice regarding Constructional Defects to the Casa Bella Community, Reno, NV. This is a project that the insured is still working on at this time. The claim is that the adverse soil conditions at this location are inadequately installed and/or designed slab foundation is resulting in cracking and splitting of walls and foundation.</p> <p>3/29/20 Matter resolved without contribution from insd.</p> <p>1/28/21 File re-opened as an additional Homeowner is now making a claim. No reserves set and no payments issued.</p> | <p>XLDP</p> <p>Insurance #3819703</p> | <p>Cowen V. Lennar Reno-Casa Bella</p> <p>Matter was settled within the insured deductible until additional claim presented a new claim 11/20, file reopened</p> |

c) Has your agency ever been suspended, decertified, or barred by any governmental agency from providing services, even temporarily? – No.

d) Provide a statement on how your agency resolves conflicts. – Wood Rodgers is in its 27th year of business and has taken deliberate steps to create a legacy company that will continue beyond its first and second generation of owners. In short, we are in it for the long haul and client satisfaction is and will continue to be the key to our success.

Projects are often high-risk endeavors with real consequences for missed budgets, slipped schedules, and incomplete work products. Our Principals (owners) operate at the project level and monitor our progress against project scope, schedule, and budget while applying “big-picture” context to our staff engaged in the projects. However, problems do and will arise and we are deliberate in how they are to be resolved. The first step is always to communicate the problem to the client so that the client is informed immediately. To the extent possible, we develop viable options for resolving the problem to present at the time the initial communication is made (without delaying the notification). We work collaboratively with our clients to arrive at an outcome that is satisfactory to the client. If we ever fall short in our performance, we own it, and we make it right. In the end, how problems are resolved goes a long way towards building trusting relationships, and relationships built on trust, is the business that we are in.

e) Describe the firm’s methods, approach, and controls used on the projects in order to complete them in an effective, timely, economical and professional manner.

Project Management

Management of the Project is the responsibility of the Project Manager. As a primary action, **Wood Rodgers has assigned a highly experienced Project Manager** on the work with experience advancing similar (and more complex) type projects using a variety of staff resources, analysis tools, and project management applications. Consistent and deliberate communication ensures that data needs, project decisions, and project progress are shared in a way that informs and engages the County’s Project Manager. Wood Rodgers anticipates key

meetings with County staff to discuss the work as it progresses. Video-conference meetings (via Microsoft Teams) will occur at key milestones in the project schedule based on consultation with the County. Wood Rodgers has made investments in Project Management tools including Microsoft Sharepoint, which allows Project documents to be uploaded, downloaded, and actively managed amongst the Project Team. All employees have individual Microsoft OneDrive accounts, which allows access to important Project Documents from anywhere that internet connectivity is available.

WOOD RODGERS USES MICROSOFT PRODUCTS TO ENSURE EFFICIENT COMMUNICATION & COLLABORATION WITH COUNTY STAFF.



Schedule, Quality, & Cost Control Procedures

A Microsoft Project schedule has been developed as part of the RFP process and will become the Project Schedule upon initiation of the work. The schedule will be updated monthly to capture any changes that occur in the Project Schedule. Quality Control is initiated by the Project Manager and will be performed by an independent, senior-level engineer. **Mr. Harvey Oslick, PE, CFM has been identified as the QA/QC reviewer for this Project.** Mr. Oslick will review all intermediate and final deliverables to ensure that the approach of the analysis is sound; that technical work is accurate and complete; and that the work product meets Wood Rodgers standards and the contractual Standard of Care. **As the Principal-In-Charge, Mr. Jonathan Kors, PE will ensure that Wood Rodgers' QA Program is adhered to, the QA/QC reviewer performs all reviews, and review comments and responses are documented in the Project files.** Internal team meetings are the most effective way to control Schedule, Quality, and Cost. All Project team members are kept informed of the Scope, Schedule, and Budget, and expectations regarding effort and time to complete assigned tasks are discussed prior to initiation of each Project element. All Wood Rodgers technical staff have virtual desktop computer systems (Windows Virtual Desktop) wherein all project data, software applications, and computer processing occurs remotely on cloud-based servers. This ensures that all project analyses and communications are executed in a manner that is efficient, reliable, and 100-percent retrievable.

Project Tracking & Performance Monitoring Procedures

Wood Rodgers has invested in an enterprise software system (BST Global) that provides the Project Manager information regarding budget expenditure and backlog at the task level on a daily basis. The system also provides for multi-level review of project invoices by the Technical Line-Item Manager, Project Manager, and Principal-In-Charge to ensure accurate billing against the Project budget. The as-advanced Project expenditures can be directly correlated with Project progress to report planned versus actual Project Progress.

Project Progress Reporting

Each month, the Project Manager will issue a Project Progress Report that identifies progress and expenditures made in the previous month and identifies planned progress in the upcoming month. Work associated with each Task of the Project will be outlined in the Progress Report. The Progress Report will be keyed to the Project monthly invoice, and the invoice will identify costs and percent-expended on a per-task basis.



Project Understanding & Approach

Background

Wood Rodgers has been significantly involved with defining flooding for areas within Yolo County, including incorporated and surrounding unincorporated areas, for the last 25 years. ***There is no other firm with more experience than Wood Rodgers in Yolo County***, working with multiple government entities including Yolo County Public Works, Yolo County Airport, Yolo County Flood Control and Water Conservation District, the City of Woodland, the City of West Sacramento, the City of Davis, the City of Winters, and the Towns of Knights Landing, Madison, Esparto, Clarksburg, and Dunnigan, as well as consortiums such as floodSAFE Yolo. For the State Department of Water Resources (CADWR) Wood Rodgers was the contractor performing all field/LiDAR surveying, and hydrologic/hydraulic analysis associated with the Central Valley Floodplain Evaluation and Delineation Program (CVFED) within Yolo County.

An Approach Tailored Specifically for Yolo County

Wood Rodgers will leverage our background and experience (previous study work) and use our expertise to review work by others to perform new/updated study work where necessary, to support Yolo County in its goal to achieve the maximum number of points within the Community Rating System (CRS) program administered by the Federal Emergency Management Agency (FEMA). Wood Rodgers recognizes that we have not performed 100% of the studies in Yolo County, nor has any other proposing contractor, so any contractor selected by the County will need to review the work of others.

There are many areas within the County that have already been studied by various agencies, so there are numerous “pieces and parts” that will need to be extracted and fit together to create a tapestry of floodplain mapping coverage. Specifically, the CVFED surveying and modeling work will be a good basis for establishing new mapping, but it cannot always be used “as is” from the CADWR modeling and mapping products. The state’s interests in preparing informational maps relied upon hydrology that was either incomplete (riverine with no local contributions) or is since outdated. The CVFED hydraulic modeling of the major rivers/creeks and adjacent floodplain areas (protected by levees) can be re-used under the County’s efforts without any significant changes geometrically.

As part of the CVFED work, the CADWR also evaluated many of the levees in the Central Valley to assess their soundness. Wood Rodgers used these evaluations to determine levee failure conditions at specific locations. FEMA will require documentation for establishing the soundness of any levee structure in order to justify analysis scenarios that only evaluate non-failure conditions. Other geotechnical evaluations have been done and Wood Rodgers geotechnical staff can provide assessments for establishing the soundness of levees on a case-by-case

basis. As many of the areas listed in this RFP are surrounded by levees on 3 or more sides, recommendations for planned emergency levee removal efforts may also be a consideration as part of this work, given that upstream levee failures can create higher ponding if downstream relief cuts are not planned for under emergency conditions.

Wood Rodgers recognizes that the County’s purpose in compiling and submitting data to FEMA is to achieve better status within the CRS program, with the ultimate goal of obtaining better insurance premiums for its constituents. In several places within the County’s request, the County states its intent of not revising the FEMA Flood Insurance Rate Maps (FIRMs), based on the sections in GD95 pertaining to “Flood Hazard Analysis and Mapping, Levee Reach Procedure.” While Wood Rodgers will support the County in achieving its goals, the submittal of detailed analysis and mapping to FEMA may result in FEMA electing to change its maps, regardless of the County’s intent.

The following Tasks describe specific work/approaches for specific areas within the County, as well as associated administrative activities for the overall contract work. The task numbering follows the numbering from the request for proposals, for ease of review, but does not imply any specific sequence to the work.

Scope of Work/Tasks Outline

TASK 1 – COMPILER AND REVIEW YOLO COUNTY BEST AVAILABLE MAPS AND MAPS/ANALYSIS PREPARED BY OTHERS

Wood Rodgers will meet with Yolo County staff to compile all known/pertinent studies and mapping that would be applicable to this task, to coordinate review and recommendations being provided in a structured manner. Implicit in this overall task is the potential for additional work being needed to bolster previous study work by preparing a more comprehensive study than is currently available. Because such work cannot be quantified until after the review is complete, Wood Rodgers has not included any new analysis/mapping as part of this task.

The RFP lists areas where modeling has been performed that requires review and recommendations (for updated modeling/information).

A. THE PORTION OR RECLAMATION DISTRICT (RD) 108 IN YOLO COUNTY

This area is heavily influenced by flooding from the Sacramento River due to levee failure/overtopping. RD108, and the drainage basin it sits in, extends north of Yolo County into Colusa County. Levee failure upstream in Colusa County may create the worst-case conditions within the portion of RD108 that is within Yolo County. Levee failures in this area were not evaluated in CVFED as CADWR was more focused on mapping populated urban areas. CVFED modeling of the Sacramento River could be used as the basis for creating levee failure scenarios.

B. UNINCORPORATED COMMUNITY OF KNIGHT’S LANDING

Wood Rodgers is very familiar with interior drainage conditions affecting the town of Knights Landing, having performed detailed interior flooding analysis for the populated portion of the basin for Yolo County, as the basis for interior drainage improvements along Railroad Avenue. The basin is currently surrounded by levee on all sides, with the Sacramento River along the eastern boundary of the basin.

C. THE YOLO BYPASS FLOODPLAIN ON THE WEST SIDE FROM THE CACHE CREEK SETTLING BASIN TO WILLOW SLOUGH

This floodplain is the result of Cache Creek levee overtopping/failure scenarios. Wood Rodgers has performed numerous studies for the City of Woodland to define the Cache Creek floodplain influences on this area and can use these studies to define this area for Yolo County, using the latest modeling from the Lower Cache Creek Feasibility Study (LCCFS) performed by Wood Rodgers.

D. FLOODPLAIN SOUTH OF CACHE CREEK IN THE LEVEED PORTION OF THE SYSTEM

The LCCFS floodplain described above would also serve as the basis for establishing flooding south of Cache Creek in Yolo County. It is Wood Rodgers’ recommendation that submitting information to FEMA for this area using LCCFS should be coordinated with the City of Woodland.

E. THE YOLO BYPASS FLOODPLAIN ON THE WEST SIDE FROM PUTAH CREEK SOUTH INTO RD2068 AND RD2098

Outside of Yolo County Wood Rodgers has performed detailed flood analysis for the City of Dixon and areas east, reaching into the areas of Yolo County in RD2068 and RD2098. The Yolo Bypass heavily influences peak flooding conditions and was a key consideration in establishing the boundary conditions for the local Dixon drainage systems. The Yolo Bypass has been extensively studied many times, under CVFED and by the US Army Corps of Engineers and SAFCA, and Wood Rodgers is familiar with all of the major modeling efforts for establishing 100/200/500-year flooding.

F. UNINCORPORATED AREA ENCOMPASSED BY RD150

The RD150 area (Merritt Island) is located south of Clarksburg, between the Elk Slough levee and the Sacramento River levee. FEMA currently maps the entire area as flooded (Zone AE Elevation 19.0 feet). While the entire area is shown at one ponded elevation, the Zone AE designation was likely established by projected water surfaces from the Elk Slough channel prior to 1990, as the 1990 FIRMs show ponded flooding at elevation 17.0 feet (NGVD29). With conversion to NAVD88, this elevation translates to 19.0 feet. More dynamic modeling and assessment of outlet/boundary conditions may result in lower peak flooding. Assessments of RD150 should consider flooding originating directly from the Sacramento River as well as cascading flooding influences from failures upstream passing through Clarksburg and areas east of Elk Slough.

TASK 2 – DEVELOP BFE FOR CLARKSBURG BASIN

As the CVFED contractor, Wood Rodgers is intimately knowledgeable with the modeling performed for CADWR in the Clarksburg area. Prior to CVFED and the Central Valley Hydrology Study (CVHS), Wood Rodgers also performed some of the first two-dimensional hydraulic modeling in the Central Valley for private development interests seeking to develop in Clarksburg in 2006, looking at several levee failure scenarios from the Sacramento River.

Wood Rodgers will create a new model using the CVFED hydraulic modeling coupled with accepted hydrology from the CVHS event selection for design of the American River Common Features Project

(ARCF2016). Wood Rodgers has worked with the ARCF modeling for other projects and can easily translate the hydrology from the Corps of Engineers model to establish the conditions in the major waterways surrounding Clarksburg, in order to establish the effects on levee failure flooding using the various Levee Reach Procedures accepted by FEMA.

Wood Rodgers will use the results from the model compilation to create a composite map of worst-case (highest) flooding in the Clarksburg basin.

DELIVERABLE:

Deliverable: Hydraulic Analysis Report and Clarksburg Basin BFE Map (GIS and PDF).

TASK 3 – DEVELOP BFE FOR TOWN OF YOLO

The town of Yolo is located along the left (north) bank of Cache Creek and Wood Rodgers has modeled this area extensively for the CADWR, the City of Woodland and floodSAFE Yolo. Wood Rodgers performed the latest modeling and mapping that is the basis of the effective FEMA mapping south of Cache Creek in 2007 for the City of Woodland. As part the floodSAFE Yolo project Wood Rodgers updated the Cache Creek hydrology, with calibration, and provided it to the US Army Corps of Engineers as the basis for their final CVHS updated hydrology. With the acceptance of CVHS hydrology Wood Rodgers modeled these floodplain areas for CVFED, and later for the Lower Cache Creek Feasibility Study, using the TUFLOW software platform. Wood Rodgers also evaluated flooding north of Cache Creek under floodSAFE Yolo using the base modeling developed under CVFED. As an alluvial channel, Cache Creek naturally overtops upstream of the town of Yolo. It is important to reflect the hydraulic spilling upstream before assessing direct level failure conditions affecting the town of Yolo.

All of the modeling already performed by Wood Rodgers will serve as the basis for establishing base flood elevations in the town of Yolo by modifying previous analysis. The modeling performed for floodSAFE Yolo evaluated levee breaching upstream of I-5 and downstream of the town of Yolo, which clearly shows how the capacity of the terrain will steer flooding around or away from the town of Yolo, assuming that I-5 constructed roadway acts as high ground and does not fail. Only direct levee failure immediately adjacent to the town will produce the worst-case flooding.

DELIVERABLE:

Hydraulic Analysis Report and town of Yolo Base Flood Elevation (BFE) Map (GIS and PDF).

TASK 4 – DEVELOP BFE FOR ELKHORN BASIN

The Elkhorn Basin is defined as the area between the Yolo Bypass east levee and the Sacramento River, north of the Sacramento Weir upstream to the Fremont Weir. The worst-case flooding on FEMA’s current mapping has been governed by levee failure from the Sacramento River, which floods higher than the Yolo Bypass, with a ponded elevation of 36 feet (NAVD88) upstream of the I-5 crossing and a ponded elevation of 34 feet (NAVD88) downstream of I-5. These ponded elevations assume that the levees along the Yolo Bypass and the Sacramento Weir, as well as the I-5 roadway structure do not fail, allowing water from the Sacramento River to fill these basin areas.

The lower Elkhorn Basin pre-feasibility study was developed by Wood Rodgers for the Sacramento Area Flood Control Agency (SAFCA) in 2016, evaluating the widening of the Yolo Bypass between the Sacramento Weir and the I-5 bridge crossing over the Yolo Bypass. Since that time, the CADWR has developed designs and essentially constructed the project. The interests of the state of California and SAFCA have been intertwined and both entities have put forward efforts for modeling the system in unfailed and failure conditions. Most recently, new analysis was performed by SAFCA’s consultant (MBK Engineers) which reflects ponding at higher levels than FEMA’s current FIRMs. This is because the Lower Elkhorn Basin Setback levee project raises the Yolo Bypass and Sacramento Weir levees, creating higher overtopping levels for failures from the Sacramento River.

Wood Rodgers assumes that Yolo County will assist in getting a copy of the available modeling and documentation from SAFCA for its efforts.

DELIVERABLE:

Hydraulic Analysis Report and Elkhorn Basin BFE Map (GIS and PDF).

TASK 5 – DEVELOP BFE FOR ESPARTO/MADISON

As stated in the County’s RFP, Wood Rodgers performed the latest modeling of 100-year flooding affecting the towns of Esparto and Madison, modeling Lamb Valley Slough, South Fork Willow Slough, the Madison Drain, and spilling flows from Cottonwood

Slough. The modeling includes the latest improvements achieved with grant funding by the County, and the highway improvements along Highway 16 installed by the California Department of Transportation. The area is currently being evaluated for other potential future improvements, with Wood Rodgers involvement.

The existing conditions studies will meet all requirements for FEMA and utilizes the Yolo County Hydrology Standards. No further modeling refinements should be necessary. Documentation relating to the final modeling status for FEMA’s review, that will include all recent improvements can be finalized without significant effort, to support the floodplain results and mapping already available upstream of I-505 to the Lamb Valley Slough crossing of the Winters Canal. The modeling could support mapping upstream of the Winters Canal, but the effort in the RFP does not include specific mapping limits. For purposes of this proposal Wood Rodgers assumes that the Esparto/Madison region will not include mapping areas upstream of the Winters Canal and will map from the Winters Canal to I-505 (downstream). The mapping developed to date will require reformatting to present in a form that is acceptable to FEMA as a work map product.

DELIVERABLE:

Hydraulic Analysis Report and Madison/Esparto Region BFE Map (GIS and PDF).

TASK 6 – RESPOND TO FEMA COMMENTS

As stated in the RFP, it is unknown what comments FEMA will have. The effort associated with responding to FEMA comments can vary widely depending upon the level of expertise with FEMA’s technical reviewers, regardless of the completeness/accuracy of documentation provided to FEMA. Wood Rodgers understands from our FEMA contacts that FEMA’s review contractor is changing from AtkinsRealis to a new Joint Venture firm led by 2 small businesses with large business support, named Focus Revisions. The process will be even harder to predict until the new contractor has performed.

Nonetheless, Wood Rodgers is providing a preliminary estimate for addressing FEMA’s comments that is based on past experience on CLOMRs/LOMRs/PMRs. Refinement of the estimate will be made after review comments are provided by FEMA and assessed. Wood Rodgers appreciates Yolo County’s recognition of this situation.

TASK 7 – PERFORM PROJECT MANAGEMENT AND COORDINATION

Wood Rodgers will prepare a summary project guide (Work Plan) and Project Schedule which will be utilized to plan the work that is yet-to-be completed and to make adjustments to the schedule that may be necessary. The Work Plan will outline project management processes that will promote clear and frequent communication regarding planning and execution of the work. The Work Plan and Schedule will be used to document ongoing coordination between the County staff and Wood Rodgers' Team.

Working together with County staff, Wood Rodgers will reformulate a refined work plan as needed after the completion of the initial data review and before beginning initial data gathering under Task 2-5. The refined work plan will include quantifying any effort required to gather new field data including topographic surveys, underground utilities surveys, field inspections, testing and reporting, which are not currently scoped.

Communication between the County and the Wood Rodgers Team will be key throughout all of the tasks of the Base Flood Elevation Establishment project. Regular monthly progress meetings have been included in the proposed budget, but additional meetings will be accommodated as required to keep the process as flexible and responsive as the County requires (subject to available budget). This task also includes all internal and external meetings required during the progress of the work, including all video, audio and written communications and documentation necessary to establish the basis and adjustments made to the work plan, as well as invoicing and progress reporting efforts.

TASK 8 – PERFORM FIELD SURVEYS

Wood Rodgers anticipates that existing surveys will establish the geometric basis for the vast majority of existing modeling. However, Wood Rodgers also recognizes that construction projects take place within the region that require updating existing modeling. Wood Rodgers also recognizes that surveying documentation and certifications are not always performed with submittal to FEMA as a criteria, so existing documentation may be deficient for submittal to FEMA. Without performing the work under tasks 2-5 it is difficult to predict how much data is outdated and will require new surveys and/or new supporting documentation.

Similar to Task 6, the estimate for required field surveys will depend upon the quality of documentation from existing reports and models, which will be reviewed as part of the work in this scope. The estimate for Task 8 is therefore a placeholder until such time as field survey needs are more known. At the earliest time informational gaps are known Wood Rodgers will inform Yolo County and work to determine the level of effort required to complete modeling and documentation that will meet FEMA requirements.

Project Schedule

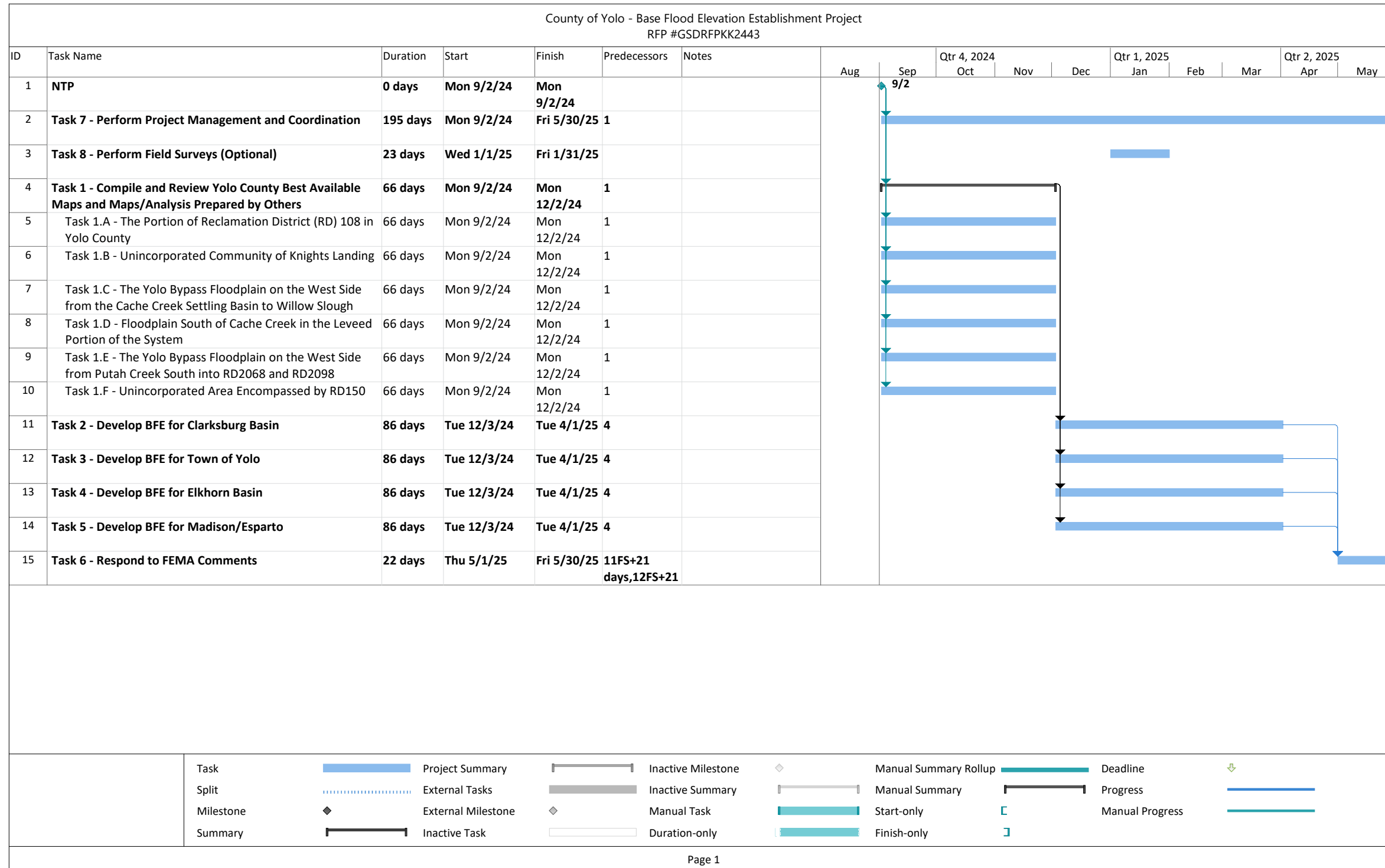


EXHIBIT D – REFERENCES

Our Clients Are Our Biggest Advocates

Our firm’s success is a reflection of the abilities of our staff and Wood Rodgers as a whole. Below are three public agency references within the last three years in which we have provided similar services for their complex public works projects. We encourage you to contact each of them to the quality of our work and satisfaction of our services.

| CUSTOMER/PROJECT REFERENCE: | |
|-----------------------------|--|
| Project Name: | City of Woodland - Lower Cache Creek Feasibility Study |
| Contact Name/Title: | Tim Busch, Principal Utilities Civil Engineer (City of Woodland) |
| Mailing Address: | 300 First St., Woodland, CA 95695 |
| Telephone & Email | Tel. 530.661.5963 Em. tim.busch@cityofwoodland.org |

| CUSTOMER/PROJECT REFERENCE: | |
|-----------------------------|--|
| Project Name: | Yolo County - Knight’s Landing Drainage Analysis & Interior Drainage Design |
| Contact Name/Title: | Elisa Sabatini, Manager of Natural Resources (Yolo County) |
| Mailing Address: | 292 West Beamer St., Woodland, CA 95695 |
| Telephone & Email | Tel. 916.402.3985 Em. elisa.sabatini@yolocounty.org |

| CUSTOMER/PROJECT REFERENCE: | |
|-----------------------------|--|
| Project Name: | Yolo Flood Control & Water Conservation District - Madison, Esparto, & State Route 16 Flood Risk Reduction |
| Contact Name/Title: | Todd Riddiough, Senior Civil Engineer, Public Works (Yolo County) |
| Mailing Address: | 292 West Beamer St., Woodland, CA 95695 |
| Telephone & Email | Tel. 530.666.8039 Em. todd.riddiough@yolocounty.org |

CLIENT TESTIMONIAL

“The SDMP efforts are supporting major transportation projects within the Town by providing a basis for planning and design of drainage infrastructure that will reduce existing flood hazards as the roadway projects are implemented. Additionally, the SDMP included development of a GIS Flood Information Tool allows the Town to produce a detailed map that shows potential 100-year flood depths, topographic contours, and existing drainage features on a parcel-by-parcel basis by simply entering an address. The Flood Information Tool provides the Town with an easy-to-understand basis for establishing reasonable conditions on projects that will reduce future flood damages, including establishing finished floors on fire re-build homes and commercial buildings, furthering the resiliency of the rebuild efforts.”

Marc A. Mattox - Public Works Director | Town Engineer
Town of Paradise - Storm Drainage Master Plan Project

EXHIBIT E – SIGNATURE PAGE

County of Yolo
SIGNATURE PAGE-Exhibit E
Yolo County

BASE FLOOD ELEVATION ESTABLISHMENT PROJECT

RFP#GSDRFPKK2443

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final and shall be honored for the length of time indicated in the request.

All submittals must be manually signed in blue ink in the appropriate space below.

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

For clarification of this offer, contact:

Wood Rodgers, Inc.
Company Name


Name: Jonathan Kors, PE

3301 C St., Bldg 100B
Address

Title: Principal

Sacramento CA 95816
City State Zip

Phone: 916.341.7421


Signature of Person Authorized to Sign

Fax: 916.341.7767

Jonathan Kors, PE
Printed Name

Email: jkors@woodrodgers.com

Principal
Title

6.27.2024
Date

EXHIBIT F – NON-COLLUSION NON-CONFLICT OF INTEREST

**Exhibit “F”
Non-Collusion and Non-Conflict of Interest Statement
Yolo County**

BASE FLOOD ELEVATION ESTABLISHMENT PROJECT

RFP#GSDRFPKK2443

I, Jonathan Kors, PE, am the
(Name)
Principal of Wood Rodgers, Inc.
(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 decision-making 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:

6.27.2024
(Date)


(Signature)

EXHIBIT G – EXCEPTIONS TO SAMPLE AGREEMENT

Wood Rodgers has reviewed the Professional Sample Agreement and has no exceptions.

EXHIBIT G – EXCEPTIONS BASE FLOOD ELEVATION ESTABLISHMENT PROJECT RFP#GSDRFPKK2443

All County Contract 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 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |



Signature of Person Authorized to Sign

EXHIBIT H – ANTI LOBBYING CERTIFICATION

BASE FLOOD ELEVATION ESTABLISHMENT PROJECT RFP#GSDRFPKK2443 Anti Lobbying Certification

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Kors, PE - Principal
Name and Title of Contractor's Authorized Official

6.27.2024
Date



JONATHAN KORS,
PE
Principal-in-Charge

Education:
BS, Civil Engineering, California State University, Sacramento

Registration(s):
Registered Professional Engineer; CA No. 59538

Jonathan, a California registered Civil Engineer with 28 years of experience, has designed and inspected flood control facilities using DWR, CVFPB, and USACE criteria. He has led teams and coordinated projects with agencies like USACE and DWR in the Sacramento Valley.

PROFESSIONAL BIO

Mr. Kors is a California registered Civil Engineer with 28 years of experience in water resources design and construction. He has been responsible for the design and analysis of flood control facilities throughout California using Department of Water Resources (DWR) Urban Levee Design Criteria (ULDC), Central Valley Flood Protection Board (CVFPB) criteria, as well as US Army Corps of Engineers (USACE) guidance and criteria. He has managed multi-disciplined teams in developing water resources projects and led teams of engineers in preparing designs (plans, specifications, and cost estimates) relating to new and rehabilitated facilities. He has performed inspections of flood control facilities, and prepared operation and maintenance manuals for completed works. He has coordinated the design and construction of projects with the USACE, DWR, CVFPB, and other agencies with review and oversight responsibility for projects within the Sacramento Valley.

RELEVANT PROJECT EXPERIENCE

Yolo County, Little Egbert Tract Feasibility Study – Yolo County, CA | Principal-in-Charge/Project Manager for determining optimal land use for Little Egbert Tract in Solano County, CA. The area, prone to flooding from the Yolo Bypass, offers flood risk reduction, habitat creation, and agricultural benefits. Jonathan led three study charrettes with DWR, USACE, CDFW, Solano County, USFWS, and NOAA Fisheries to explore solutions, coordinating a multi-disciplinary team and stakeholders. Fifteen alternatives were developed, screened, and refined to focus on habitat restoration and flood risk reduction. Currently, the project is in the funding phase by DWR. Jonathan compiled all subconsultant work and prepared a comprehensive project report.

West Sacramento Area Flood Control Agency (WSAFCA), 200-year Flood Program – Yolo County, CA | Principal-in-Charge for Wood Rodgers work to evaluate the existing perimeter levee system of the City of West Sacramento and to develop and analyze alternatives for providing 200-year flood protection. Provided Quality Control over Wood Rodgers work, including the development of a Problem Identification Report, Alternatives Analysis Report, and Technical Analyses relating to the existing bulkhead structure of the West W.G. Stone Lock (Port of West Sacramento).

City of Woodland, Lower Cache Creek Feasibility Study – Woodland, CA | Managed Wood Rodgers’ work to develop and evaluate alternatives in support of the City of Woodland’s Lower Cache Creek Feasibility Study. He provided quality control and oversight over preliminary design, which included a flood conveyance channel to intercept flood flows emanating from Cache Creek and convey them outside of the City’s urban limit line, ultimately discharging them into the Yolo Bypass. As Project Manager, Jonathan coordinated the City’s Project with the USACE, who was engaged in a parallel Feasibility Study for Lower Cache Creek. The project is ongoing and is currently seeking DWR funding to complete the feasibility study and initiate final design.

Ecosystem Investment Partners, LLC, Lookout Slough Ecosystem Restoration Project – Solano County, CA | Principal-in-Charge for Wood Rodgers’ work to perform surveying and mapping, hydrologic and hydraulic analyses, and setback levee design for the largest ecosystem restoration project in the California Bay-Delta region (3,400 acres). Performed coordination in support of USACE Section 408 Authorization. The project is funded through a grant by the California Department of Fish and Wildlife and incorporates regional flood control benefits in addition to providing ecosystem enhancement for Delta Smelt. The project incorporates a 3.5 mile setback levee near Cache Slough and Shag Slough in Solano County.



MICHAEL NOWLAN,
PE, CFM
Project Manager

Education:

BS, Civil Engineering, Worcester Polytechnic Institute, MA

Registration(s):

Registered Professional Engineer; CA No. 55954

Certified Floodplain Manager,
US-08-03529

Since 1997, Michael has worked on projects for Yolo County's Flood Control District, FEMA, and the City of Woodland. With nearly 27 years of experience, Mike is committed to successfully leading your project, leveraging his deep knowledge of County policies and procedures.

PROFESSIONAL BIO

Michael Nowlan is a professional civil engineer with 35 years of experience focused on the planning and detailed study of complex drainage and flooding systems dealing with urban pipe networks and drainage infrastructure, regional flood control levees and large river systems, statistical and empirical analysis of stream flow hydrology, design frequency rainfall, dam break analysis, and floodplain mapping. Michael is an expert in applied hydrology and hydraulics using and directing others in numerical simulation programs such as HEC-HMS, SacCalc, HEC-RAS, XP-SWMM, EPA-SWMM, InfoWorks ICM, FLO-2D, MIKE 11/21 and MIKE FLOOD, as well as legacy programs such as HEC-1, HEC-2 and UNET. Michael regularly utilizes GIS to assist in developing and reviewing simulation results, and authoring report documentation. In addition to work duties Michael currently serves on the Board of Directors for the Floodplain Management Association.

RELEVANT PROJECT EXPERIENCE

Madison Community Flood Mitigation Project – County of Yolo, CA | Managed and directed all existing conditions HEC-RAS 2D, and HEC-HMS modeling efforts to update the best available flood modeling to reflect Yolo County design rainfall and localized routing conditions near Madison, CA. After establishing the baseline conditions for a spectrum of storm frequencies, Wood Rodgers worked closely with Yolo County staff to develop strategic improvements to help reduce flooding within the Town of Madison, while controlling water surface elevation increases within targeted areas outside of the town. The County worked closely with other local and state agencies to implement the improvements in 2019.

Knights Landing Drainage Analysis Project – County of Yolo, CA | Currently managing and directing hydrologic (HEC-HMS) and hydraulic (HEC-RAS 2D) analysis to assess flooding within the town of Knights Landing; including qualitative assessments for groundwater and levee seepage influencing surface flooding. The project has included gathering field data through reconnaissance visits and field surveys of underground culverts and channels. Once groundwater influences are estimated it will be coupled with local rainfall to assess the internal system conveyance capacity. The assessment of interior drainage alternatives will be developed in the near future to correlate with current levee improvement alternatives developed under the Small Communities Flood Risk Reduction program.

Yolo County Drainage Manual – County of Yolo, CA | As part of the FloodSAFE Yolo Pilot Program, Michael managed the update of design rainfall for the entire county and developed interactive rainfall depth/duration/frequency mapping tools as part of the development of a county-wide drainage manual. Engaging the County and City officials Michael oversaw all aspects of defining acceptable hydrologic and hydraulic modeling methods and storm drainage facility sizing within Yolo County.

Cache Creek Hydrology Update – County of Yolo, CA | As part of the FloodSAFE Yolo Pilot Program, Michael oversaw the update and calibration of the previously developed USACE hydrologic model using HEC-HMS and gage-adjusted radar rainfall to establish runoff timing and infiltrative losses. The study includes update of the flow frequency analysis and application of previously developed storm centering techniques to develop fully calibrated rainfall/runoff modeling for future downstream projects being proposed by the US Army Corps of Engineers.



**HARVEY OSLICK,
PE, CFM, CPSWQ,
EnvSP**
QA/QC Manager

Education:

BS, Civil Engineering, New Mexico State University

Registration(s):

Registered Professional Engineer; CA No. 54466

Certified Floodplain Manager, US-05-01503

Certified Professional Storm Water Quality, No. 498

Certified Envision Sustainability Professional

Harvey is proficient in HEC-RAS, HEC-HMS, XPSWMM, and FLO-2D software, and has experience with the National Flood Insurance Program and NPDES requirements, including hydromodification management planning.

PROFESSIONAL BIO

Harvey has many years of engineering and management experience, including 37 years specializing in water resources with an emphasis on drainage, flood control and storm water quality. His experience includes project planning, design, and construction, with specific expertise in hydrologic and hydraulic modeling, storm drainage master planning, and the analysis and design of flood control projects with multi-purpose objectives. For hydrologic modeling, he is experienced in the use of numerous software programs including HEC-RAS, HEC-HMS, XPSWMM and FLO-2D. He also has experience with the National Flood Insurance Program and the National Pollutant Discharge Elimination System (NPDES) requirements, including hydromodification management planning, in support of both public agency and private entity projects.

RELEVANT PROJECT EXPERIENCE

California DWR Central Valley Floodplain Evaluation & Delineation Project – Upper San Joaquin River, CA | Served as Project Hydraulic Modeling Task Manager for development of FLO-2D and HEC-RAS hydraulic models and floodplain mapping for the 2,600 square-mile Upper San Joaquin River study area of the State of California Department of Water Resources CVFED Program. Harvey supervised development of multiple, complex FLO-2D models, the largest of which covers over 1,100 square-miles. He led the development of unsteady-state HEC-RAS models of the Kings River Delta area and the Upper San Joaquin River system down to and including the Merced River. He then combined the Upper San Joaquin River model with the Lower San Joaquin River model. He was instrumental in the development of specifications for model preparation, including documentation and quality control procedures. This project involved state-of-the-art use of LiDAR data for model development with levees, channels, hydraulic structures, and other features.

Update to the Dry Creek Watershed Flood Control Plan – Placer County, CA | Served as Project Manager for preparation of a flood control plan to reduce flood damage. The plan focused on multiple objective projects to recognize cost savings that can be realized by qualification for grant funding. It evaluates flood mitigation potential of low impact development (LID) techniques that could be necessary to satisfy anticipated future NPDES hydromodification management plan requirements. Timing of flows and the effectiveness of floodplain storage are evaluated using full unsteady-state hydraulic modeling based on updated, calibrated hydrology.

FEMA Cooperating Technical Partnership – Placer County, CA | Served as Project Manager for collaborative effort between RBF, Civil Engineering Solutions and Dewberry to complete a challenging scope on budget. The project involved hydrologic updates reviewed and approved by FEMA and USGS, topographic surveying, hydrologic and hydraulic modeling. The revised hydrology was applied to five restudy reaches and one new study in the City of Roseville and portions of unincorporated Placer County.

Sacramento Area Flood Control Agency, American River Flood Insurance Rate Map Revision – Sacramento County, CA | Served as Project Manager for updating FEMA Flood Insurance Rate Maps (FIRMs) for the Sacramento Area Flood Control Agency (SAFCA). Coordinated with SAFCA, Sacramento County, City of Sacramento, USACE, and FEMA to prepare requests for Letters of Map Revision (LOMR) and Conditional LOMR (CLOMR). The project addressed changes in the American River flow rate and levee improvements near Mayhew Drain, involving hydraulic model reviews, water surface and levee profile preparations, and floodplain mapping using GIS.



**CODY MILLIGAN,
PE, CFM**
Technical Lead

Education:
BS, Civil Engineering, California State University, Sacramento

Registration(s):
Registered Professional Engineer; CA No. 81315

Certified Floodplain Manager, US-17-10054

Cody provides hydraulic modeling services for state and federal agencies like DWR, USACE, FEMA, Caltrans, SAFCA, as well as local city, county, and regional agencies. He is proficient in ArcGIS and AutoCAD for project deliverables and quality assurance reviews.

PROFESSIONAL BIO

Cody Milligan is a civil engineer and certified floodplain manager with 13 years of experience specializing in water resources projects with emphasis on hydrologic and hydraulic modeling. He utilizes a variety of numerical hydrologic and hydraulic modeling platforms to perform floodplain mapping, analysis and design of flood control facilities and scour countermeasures, cost estimating, and designs for storm drainage and stormwater quality infrastructure projects. He performs hydraulic modeling for mapping, design, and planning services for state and federal agencies including DWR, USACE, FEMA, Caltrans, and SAFCA as well as numerous local city, county, and regional agencies. Cody is highly-experienced using ArcGIS and AutoCAD to create project deliverables and to perform quality assurance reviews.

RELEVANT PROJECT EXPERIENCE

[City of Woodland, Lower Cache Creek Feasibility Study – Woodland, CA](#) | As Hydraulic Modeling Lead, Cody analyzed flood reduction options for a project diverting Cache Creek flood flows beyond the City’s urban limit line to the Yolo Bypass. Using a TUFLOW model, he conducted over 200 two-dimensional flood simulations and developed conceptual designs and preliminary hydraulic structures. Cody’s work adheres to USACE guidelines, supporting ongoing state and federal environmental reviews. The project seeks DWR funding to complete feasibility studies and finalize designs.

[Sacramento Area Flood Control Agency \(SAFCA\), Mapping for 200-year Flood Scenarios, Sacramento and American Rivers – Sacramento, CA](#) | Developed the hydraulic modeling and delineation of floodplain depth maps for a series of eighteen levee breach scenarios impacting the City of Sacramento and the City of Elk Grove. The models and maps were based on model data prepared by the California Department of Water Resources Central Valley Floodplain Evaluation and Delineation Program and the Central Valley Hydrology Study.

[Ecosystem Investment Partners, Lookout Slough Tidal Marsh Habitat & Flood Improvement Project – Solano County, CA](#) | Performed the hydrologic and hydraulic modeling analysis to support project feasibility during the design process to create approximately 3,000 acres of tidal marsh habitat within the Sacramento-San Joaquin River Delta as part of the Cache Slough Complex located in Solano County, California. The project includes alteration of the State-Federal Project levee along the western side of the Yolo Bypass, and construction of a new setback levee along the western side of the project. Cody performed hydrologic and hydraulic modeling analysis to support on-site ecosystem restoration design and flood control improvement alternatives, performed calibration and validation of the model to historic flood flows in the Yolo Bypass as well as historic flood flows using TUFLOW HPC and HEC-RAS.

[Lower Sacramento River System Central Valley Floodplain Evaluation & Delineation \(CVFED\) Program – Sacramento, CA](#) | Assistant Engineer. DWR retained the services of Wood Rodgers to provide engineering support services for floodplain delineation within the Lower Sacramento River Basin. For this seven-year, \$38 million contract, Cody performed hydraulic analysis using HEC-RAS, HEC-HMS, FLO-2D, TUFLOW, and ArcGIS, developing and reviewing floodplain hydraulic models (using FLO-2D and TUFLOW) covering over 2,000 square miles of floodplain, field verification of over 500 riverine hydraulic structures and floodplain structures, and preparing informational maps representing the 200-year floodplain in the communities of Yuba City, Marysville, Woodland, Davis, Sacramento, and West Sacramento.



WOOD RODGERS

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Wood Rodgers, Inc. | www.woodrogers.com

Yolo County

**BASE FLOOD ELEVATION ESTABLISHMENT PROJECT
RFP#GSDRFPKK2443 Cost Proposal Form-Exhibit C**

| Item# | Tasks | Number of Project Hours | Cost of Services |
|--------------|---|--------------------------------|-------------------------|
| 1 | Compile and Review Yolo County Best Available Maps and Maps/Analysis prepared by others | 242 | \$57,070.00 |
| 2 | Develop BFE for Clarksburg basin | 312 | \$72,620.00 |
| 3 | Develop BFE for town of Yolo | 236 | \$55,350.00 |
| 4 | Develop BFE for Elkhorn basin | 198 | \$47,180.00 |
| 5 | Develop BFE for Esparto/Madison | 112 | \$26,460.00 |
| 6 | Respond to FEMA Comments | 72 | \$17,690.00 |
| 7 | Perform Project Management and Coordination | 156 | \$39,740.00 |
| | | 0 | \$316,110.00 |
| 8 | Perform Field Surveys (Optional) | 90 | \$27,730.00 |
| | | | |
| | | | |

| FEE RATE SCHEDULE | | |
|-------------------|------------------------|-------------|
| ITEM # | JOB ROLE | HOURLY RATE |
| 1 | Principal Engineer II | \$325 |
| 2 | Principal Engineer I | \$290 |
| 3 | Senior Engineer II | \$265 |
| 4 | Senior Engineer I | \$250 |
| 5 | Senior Surveyor II | \$265 |
| 6 | Senior GIS I | \$250 |
| 7 | Project Engineer I | \$225 |
| 8 | Engineer II | \$215 |
| 9 | Assist. Engineer | \$170 |
| 10 | 2 Person Survey Crew | \$375 |
| 11 | Project Coordinator | \$175 |
| 12 | Administrative Assist. | \$135 |
| 13 | | |
| 14 | | |
| 15 | | |

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

Task 1. Compile and Review Yolo County Best Available Maps and Maps/Analysis Prepared by Others

The first task is to review the County's existing best available information and compare it to contractor's data to confirm that the County is using the most current information available. This will be done for the following areas:

- The portion of Reclamation District 108 in Yolo County.
- The unincorporated community of Knights Landing.
- The Yolo Bypass floodplain on the west side from the Cache Creek Settling Basin to Willow Slough.
- The Floodplain south of Cache Creek in the leveed portion of the system.
- The Yolo Bypass floodplain on the west side from Putah Creek south into Reclamation District 2068 and Reclamation District 2098.
- The unincorporated area encompassed by Reclamation District 150.

If the County is not using the most current information, mapping with the best available information will be identified by the Contractor (if it already exists), or the Contractor will provide the County with a scope of work amendment request to define the additional work necessary to advance the existing information so that it can be provided in a format that meets National Flood Insurance Program ("NFIP") standards for use as regulatory maps receiving Community Rating System ("CRS") credit.

This task includes review of available studies and information compiled to confirm hydrology, hydraulic model, assumptions, etc. used in the analysis. These parameters/assumptions will be compared with effective FEMA discharge, current understanding of the 1% annual chance flood, and floodplain mapping procedures to determine which study or existing Best Available Map should be used.

Deliverable: Contractor will meet with County staff to discuss their review and recommendations.

Task 2. Develop Base Flood Elevation for Clarksburg Basin

The County has a base flood elevation on file for the area known as "Merritt Island," therefore this task includes the remainder of that hydrogeologic basin. This task includes developing a base flood elevation map for the Clarksburg basin for use by the County to administer the County's Flood Protection Ordinance with the intention of the County adopting and counting towards FEMA Community Rating System Program. The hydraulic analysis and mapping effort will be prepared in accordance with FEMA "Guidance for Flood Risk Analysis and Mapping" February 2018 ("GD95").

Figure 1 shows an overview of the procedure to develop FEMA compliant hazard maps for use in the NFIP. The overall procedure calls for Levee Data Collection and Stakeholder Engagement, Local Levee Partnership Team, Levee Analysis and Mapping Plan, and Flood Hazard Analysis

and Mapping. Since the intent for these maps is to administer the County's Flood Protection Ordinance and not revise the FEMA FIRM maps, only the sections in GD95 pertaining to "Flood Hazard Analysis and Mapping, Levee Reach Procedure" will be used in this analysis. No stakeholder engagement, formation of a local levee partnership team, or data collection is proposed as part of this task.

The hydraulic analysis and mapping will require a hydraulic model and hydrologic data. The hydraulic model should be comparable to the California Department of Water Resources' ("DWR") Central Valley Floodplain Evaluation and Delineation Project ("CVFED") model. Topographic data to map these base flood elevations will be DWR's CVFED LiDAR data.

Hydrologic inputs into the hydraulic model have been developed as part of the Central Valley Hydrology Study ("CVHS"). The CVHS is the latest hydrologic dataset for the Sacramento River Flood Control Project ("SRFCP"). The use of CVHS requires an event selection to determine the historic scaled flood pattern that represents the 1% annual chance flood. The U.S. Army Corps of Engineers recently completed a CVHS event selection for design of the American River Common Features Project ("ARCF2016"). This event selection will be used in the analysis.

The hydraulic model will be configured to analyze the various Levee Reach Procedures (i.e., Sound, Freeboard Deficient, Overtopping, Structural Based Inundation, Natural Valley) for the levees around the Clarksburg levee system. The Clarksburg levee system consists of the levees of Reclamation Districts 307, 765, and 999.

The results of the hydraulic analysis will be mapped in the Clarksburg basin. The resultant base flood elevation map will be a composite of highest elevation from all of the simulations.

Deliverable: Hydraulic Analysis Report and Clarksburg Basin Base Flood Elevation map in GIS and PDF format.

Task 3. Develop Base Flood Elevation for Town of Yolo

This task includes review of the County's FloodSAFE Yolo flood study to determine its suitability as a base flood elevation map and/or developing a base flood elevation map for the area near the town of Yolo for use by the County to administer the County's Flood Protection Ordinance with the intention of the County adopting and counting towards FEMA Community Rating System Program. The hydraulic analysis and mapping effort will be prepared in accordance with FEMA GD95.

Figure 1 shows an overview of the procedure to develop FEMA compliant hazard maps for use in the NFIP. The overall procedure calls for Levee Data Collection and Stakeholder Engagement, Local Levee Partnership Team, Levee Analysis and Mapping Plan, and Flood Hazard Analysis and Mapping. Since the intent for these maps is to administer the County's Flood Protection Ordinance and not revise the FEMA FIRM maps, only the sections in GD95 pertaining to "Flood Hazard Analysis and Mapping, Levee Reach Procedure" will be used in this analysis. No stakeholder engagement, formation of a local levee partnership team, of data collection is proposed.

The hydraulic analysis and mapping will require a hydraulic model and hydrologic data. An existing hydraulic model of Cache Creek and surrounding floodplain has been developed by DWR's CVFED Program. The hydraulic model will require refinement and enhancement to capture the overland flow dynamics of the floodplain. Topographic data to refine the hydraulic model and prepare the base flood elevation maps will be DWR's CVFED LiDAR data.

Hydrologic inputs into the hydraulic model have been developed as part of the CVHS. The CVHS is the latest hydrologic dataset for the Cache Creek watershed.

The hydraulic model will be configured to analyze the various levee reach procedures (i.e., Sound, Freeboard Deficient, Overtopping, Structural Based Inundation, Natural Valley). The levees reach anticipated to be analyzed is the left bank levee of Cache Creek upstream and downstream of the town of Yolo.

The results of the hydraulic analysis will be mapped for the floodplain on the left bank Cache Creek near the town of Yolo. The resultant base flood elevation map will be a composite of highest elevation from all of the simulations.

Deliverable: Hydraulic Analysis Report and Town of Yolo Base Flood Elevation map in GIS and PDF format.

Task 4. Develop Base Flood Elevation for Elkhorn Basin

The County has base flood elevations for the lower Elkhorn basin but has not been able to substantiate the accuracy of the elevation. This task includes review of the NFIP FIRM base flood elevations for the Elkhorn basin for use by the County to administer the County's Flood Protection Ordinance with the intention of the County adopting and counting towards FEMA Community Rating System Program. The hydraulic analysis and mapping effort will be prepared in accordance with FEMA GD95.

Figure 1 shows an overview of the procedure to develop FEMA compliant hazard maps for use in the NFIP. The overall procedure calls for Levee Data Collection and Stakeholder Engagement, Local Levee Partnership Team, Levee Analysis and Mapping Plan, and Flood Hazard Analysis and Mapping. Since the intent for these maps are to administer the County's Flood Protection Ordinance and not revise the FEMA FIRM maps, only the sections in GD95 pertaining to "Flood Hazard Analysis and Mapping, Levee Reach Procedure" will be used in this analysis. No stakeholder engagement, formation of a local levee partnership team, of data collection is proposed.

The hydraulic analysis and mapping will require a hydraulic model and hydrologic data. Existing hydraulic models of the lower SRFCP will be used for this effort. The hydraulic model is a version of DWR's CVFED model. Topographic data to map the base flood elevations will be DWR's CVFED LiDAR data.

Hydrologic inputs into the hydraulic model have been developed as part of the CVHS. The CVHS is the latest hydrologic dataset for the SRFCP. The use of CVHS requires an event selection to

determine the historic scaled flood pattern that represents the 1% annual chance flood. The U.S. Army Corps of Engineers recently completed a CVHS event selection for design of the ARCF2016. This event selection will be used in the analysis.

The hydraulic model will be configured to analyze the various Levee Reach Procedures (i.e., Sound, Freeboard Deficient, Overtopping, Structural Based Inundation, Natural Valley) for the levees around the Elkhorn levee system. The Elkhorn levee system consists of the levees of Reclamation Districts 1600, 827, 785, and 537.

The results of the hydraulic analysis will be mapped in the Elkhorn Basin. The resultant base flood elevation map will be a composite of highest elevation from all of the simulations.

Deliverable: Hydraulic Analysis Report and Elkhorn Basin Base Flood Elevation map in GIS and PDF format.

Task 5. Develop Base Flood Elevation for Esparto/Madison

The County has a base flood elevation for the town of Madison. There are no base flood elevations for the town of Esparto and the surrounding agricultural areas.

This task includes developing a base flood elevation map for the towns of Esparto and Madison for use by the County to administer the County's Flood Protection Ordinance with the intention of the County adopting and counting towards FEMA Community Rating System Program. The hydraulic analysis and mapping effort will be prepared in accordance with FEMA GD95.

Figure 1 shows an overview of the procedure to develop FEMA compliant hazard maps for use in the NFIP. The overall procedure calls for Levee Data Collection and Stakeholder Engagement, Local Levee Partnership Team, Levee Analysis and Mapping Plan, and Flood Hazard Analysis and Mapping. Since the intent for these maps are to administer the County's Flood Protection Ordinance and not revise the FEMA FIRM maps, only the sections in GD95 pertaining to "Flood Hazard Analysis and Mapping, Levee Reach Procedure" will be used in this analysis. No stakeholder engagement, formation of a local levee partnership team, of data collection is proposed.

The hydraulic analysis and mapping will require a hydraulic model and hydrologic data. Hydrologic and hydraulic models of the vicinity have been developed by Wood Rodgers in 2019 and 2023 using data obtained from Caltrans as part of their State Route 16 Safety Improvement Project, in support of a Yolo County Flood Control & Water Conservation District study called "Madison, Esparto, State Route 16 Flood Risk Reduction" to mitigate flooding along State Route 16.

Wood Rodgers will review the model and make necessary refinements to ensure the hydrology meets Yolo County hydrologic standards and that the hydraulic model reasonably capture flooding dynamics in the vicinity. Upon refinement of the hydrology and hydraulics, the hydraulic model will be simulated with the 1% flood event to determine the resultant base flood elevation.

Deliverable: Hydraulic Analysis Report and Madison/Esparto region Base Flood Elevation map in GIS and PDF format.

Task 6. Respond to FEMA Comments

The maps prepared in Tasks 2 through 5 will be submitted to FEMA for review with the intent to receive CRS credit. It is unknown what comments FEMA will have on the hydraulic analysis and mapping and thus a level of effort and expense can only be estimated. Refinement of the selected vendors estimate will be made upon review of the comments provided by FEMA.

Task 7. Perform Project Management and Coordination

Wood Rodgers will prepare a summary project guide (“Work Plan”) and Project Schedule which will be utilized to plan the work that is yet-to-be completed and to make adjustments to the schedule that may be necessary. The Work Plan will outline project management processes that will promote clear and frequent communication regarding planning and execution of the work. The Work Plan and Schedule will be used to document ongoing coordination between the County staff and the Wood Rodgers Team.

Working together with County staff, Wood Rodgers will reformulate a refined work plan as needed after the completion of the initial data review and before beginning initial data gathering under Task 2-5. The refined work plan will include quantifying any effort required to gather new field data including topographic surveys, underground utilities surveys, field inspections, testing and reporting, which are not currently scoped.

Communication between the County and the Wood Rodgers Team will be key throughout all of the tasks of the Base Flood Elevation Establishment project. Regular monthly progress meetings have been included in the proposed budget, but additional meetings will be accommodated as required to keep the process as flexible and responsive as the County requires (subject to available budget). This task also includes all internal and external meetings required during the progress of the work, including all video, audio and written communications and documentation necessary to establish the basis and adjustments made to the work plan, as well as invoicing and progress reporting efforts.

Task 8. Perform Field Surveys

Wood Rodgers anticipates that existing surveys will establish the geometric basis for the vast majority of existing modeling. However, Wood Rodgers also recognizes that construction projects take place within the region that require updating existing modeling. Wood Rodgers also recognizes that surveying documentation and certifications are not always performed with submittal to FEMA as a criteria, so existing documentation may be deficient for submittal to FEMA. Without performing the work under tasks 2-5 it is difficult to predict how much data is outdated and will require new surveys and/or new supporting documentation.

Similar to Task 6, the estimate for required field surveys will depend upon the quality of documentation from existing reports and models, which will be reviewed as part of the work in

this scope. At the earliest time informational gaps are known Wood Rodgers will inform Yolo County and work to determine the level of effort required to complete modeling and documentation that will meet FEMA requirements.

Figure 1. FEMA Map Development Procedure

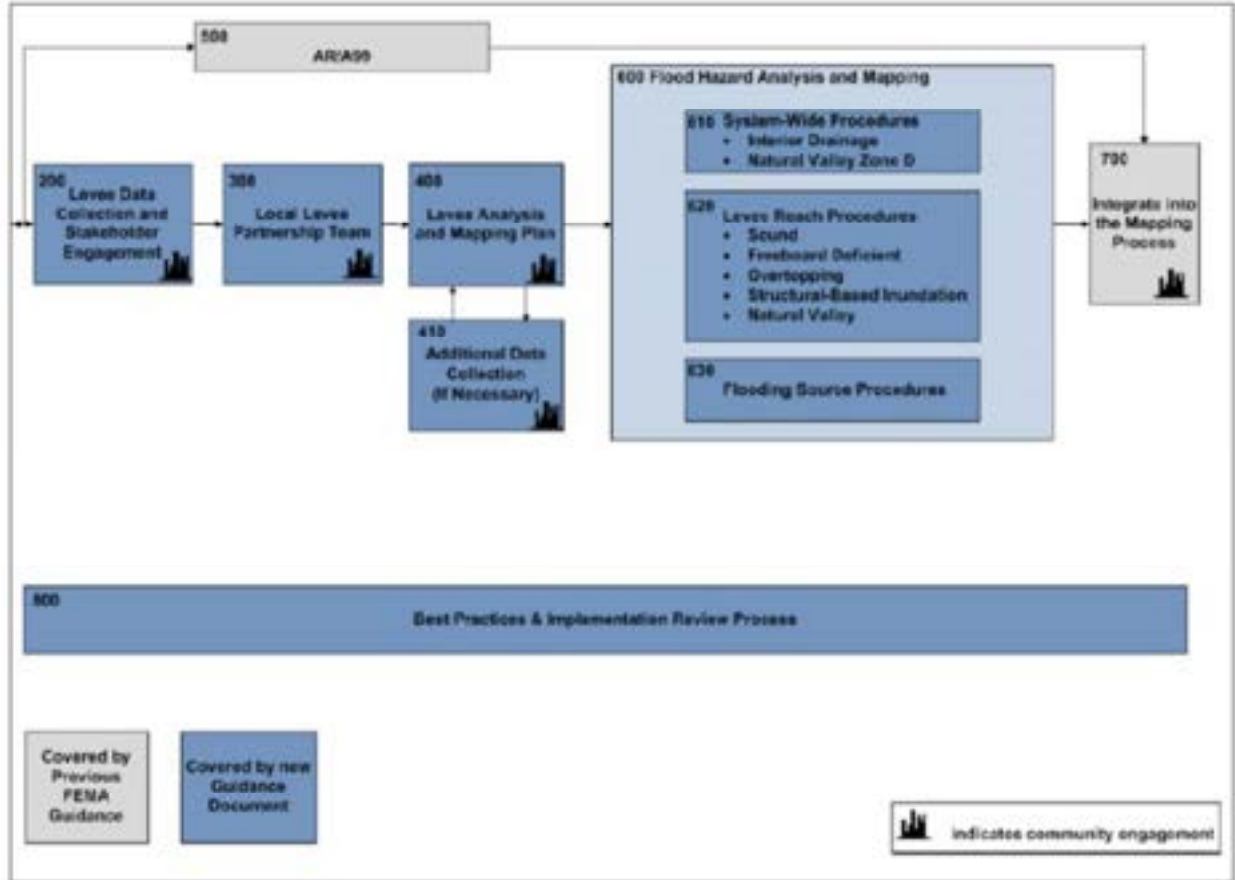


EXHIBIT D

BUDGET & RATES

BUDGET & RATES

Budget:

| TASK | EST. HOURS | COST OF SERVICES |
|--|-------------------|-------------------------|
| 1. Compile and Review Yolo County Best Available Maps and Maps/Analysis Prepared by Others | 242 | \$57,070.00 |
| 2. Develop Base Flood Elevation for Clarksburg Basin | 313 | \$72,620.00 |
| 3. Develop Base Flood Elevation for Town of Yolo | 236 | \$55,350.00 |
| 4. Develop Base Flood Elevation for Elkhorn Basin | 198 | \$47,180.00 |
| 5. Develop Base Flood Elevation for Esparto/Madison | 112 | \$26,460.00 |
| 6. Respond to FEMA Comments | 72 | \$17,690.00 |
| 7. Perform Project Management and Coordination | 156 | \$39,740.00 |
| 8. Perform Field Surveys | 90 | \$27,730.00 |
| TOTAL BUDGET: | | \$343,840.00 |

Rates:

| JOB ROLE | HOURLY RATE |
|--------------------------|--------------------|
| Principal Engineer II | \$325 |
| Principal Engineer I | \$290 |
| Senior Engineer II | \$265 |
| Senior Engineer I | \$250 |
| Senior Surveyor II | \$265 |
| Senior GIS I | \$250 |
| Project Engineer I | \$225 |
| Engineer II | \$215 |
| Assistant Engineer | \$170 |
| 2-Person Survey Crew | \$375 |
| Project Coordinator | \$175 |
| Administrative Assistant | \$135 |

EXHIBIT E

**CONTRACT WORK HOURS AND SAFETY
STANDARDS ACT**

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor shall ensure compliance with the Contract Work Hours and Safety Standards Act (CHWSSA) 29 C.F.R. § 5.5(b)), as described below:

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. section 5.5 the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. section 5.5, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. section 5.5.

(3) *Withholding for unpaid wages and liquidated damages.* The County of Yolo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. section 5.5.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. section 5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 C.F.R. section 5.5.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

EXHIBIT F

**CLEAN AIR ACT AND THE FEDERAL
WATER POLLUTION CONTROL ACT**

**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL
ACT**

A. Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other federal agencies.

B. Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole

EXHIBIT G

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – coverage shall be at least as broad as the latest version of the following:

a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any auto or including Hired and Non-Owned vehicles.

c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. Professional Liability (Errors and Omissions) (*If applicable, see below*)

2. Minimum Limits (as applicable) – Insurance coverage shall be with limits not less than the following:

a. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage.

c. Professional Liability/Malpractice/Errors and Omissions – \$2,000,000 per occurrence and annual aggregate (*If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers 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.*)

3. 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.

4. Other Insurance Provisions

a. **Additional Insured Status** – The County, its officers, agents, employees, and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. **Primary Coverage** – 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 20 01 04 13.

c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with 30 days’ notice to the County.

d. **Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

5. The limits of insurance required in this Contract 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 County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.

6. 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.

7. 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 the Agreement.

8. 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.

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

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

11. 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.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original policies or 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 the 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 extend 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 be 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. The General Contractor/and or 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 and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. 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 equal amount of coverage required and the cost will be paid by Contractor.

EXHIBIT H

**WORKERS' COMPENSATION
CERTIFICATE**

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.

CONTRACTOR

DocuSigned by:
Jonathan Kors
E3F2812F2DFE4DA...

Signature

Jonathan Kors

Name

Vice President

Title