



AGREEMENT NO. _____

(Agreement for Dunnigan Water/Wastewater Consolidation Feasibility Study)

This Agreement (“Agreement”) is made and entered into as of _____, 2024 (“Effective Date”) by and between the County of Yolo, a political subdivision of the State of California (“County”), and SB Coleman, Inc., a California corporation dba Sanbell-Sacramento (“Contractor”), jointly referred to as the “Parties” herein.

WITNESSETH

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

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

WHEREAS, the County desires to obtain a contractor qualified to provide consulting services to conduct an operational and infrastructure feasibility study for the unincorporated community of Dunnigan; and

WHEREAS, on May 9, 2024, the County issued a Request for Qualifications for the desired services (RFQ #GSDRFQKM2401); and

WHEREAS, the Contractor responded to the solicitation and submitted a Statement of Qualifications for the desired services; and

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

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

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



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

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

NOW, THEREFORE, the Parties agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the services outlined in Exhibit A, and in a manner satisfactory to the Director of Community Services, or their written designee ("Director").

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

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

- Exhibit A: Scope of Work; Rate Sheet; Budget
- Exhibit B: Insurance Requirements
- Exhibit C: Workers' Compensation Certificate
- Exhibit D: Special Terms and Conditions

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.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

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

B. The Director may approve modifications of the term, scheduling, and billing rates set forth in Exhibit A; provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed One hundred fifty thousand dollars (\$150,000.00). In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.



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

III. METHOD OF PAYMENT

A. Within thirty (30) calendars days of the completion of each task, in a manner that is satisfactory to the Director, the Contractor shall submit an invoice detailing: the services provided; the dates for which the services were provided; the personnel who worked on the project; and a breakdown of the hourly rates set forth in Exhibit A. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

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

C. Within thirty (30) calendar days of the Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

IV. REPORTS

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

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

V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

Contractor agrees to deliver and assign an irrevocable and perpetual license to utilize all professional and technical documents and information developed under this Agreement, and all instruments of professional service, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, after payment in full and upon completion of the services hereunder or upon any earlier termination of this Agreement. The licensed materials shall remain the property of Consultant. The license authorizes County to use, incorporate, and copy any portion or the

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licensed materials as determined by County for use on the subject project only. No other uses are authorized without the written agreement of the Contractor. Contractor assigns the license to utilize the instruments of professional service, 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. The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees and subconsultants (collectively, Contractor) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modification of the licensed materials by the County or any person or entity that acquires or obtains the licensed materials from County.

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

VI. RECORDS, ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time.

VII. DISPUTES

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

VIII. TERM AND TERMINATION

A. The term of this Agreement shall be from **Effective Date through December 31, 2025**, unless sooner terminated as hereinafter provided.

B. The County reserves the right to extend the contract past the end term date upon mutual agreement and under the same pricing, terms, and conditions for continual service for a period not to exceed twelve (12) months.

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C. 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.

D. 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.

E. 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.

F. 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.

G. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as



sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

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

IX. APPLICABLE LAWS

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

B. Contractor acknowledges that this Agreement involves Federal funding and agrees to comply with the additional requirements applicable to such funding, including 2 CFR Part 200 and the following:

- i. The Clean Air Act (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- ii. 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.

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

X. NON-DISCRIMINATION; CIVIL RIGHTS COMPLIANCE

A. 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. Contractor further certifies that it will comply with all legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds, including that Contractor shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

XI. CONTRACTOR'S RESPONSIBILITIES

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

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, 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 to the extent arising out of or resulting from negligent 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 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.

C. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim,



including the cost to defend, shall not exceed the Contractor’s proportionate percentage of fault. This subsection (b) shall not apply if project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.

D. Any subcontractor agrees 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.

E. Contractor and/or Subcontractor’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.

XII. INSURANCE REQUIREMENTS

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

XIII. WORKERS’ COMPENSATION

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

XIV. NOTICE

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

CONTRACTOR
 SB Coleman, Inc. dba
 Sanbell-Sacramento
 Attn: Chad Coleman
 1223 Pleasant Grove Blvd,
 Ste. 100
 Roseville, CA 95678
 ccoleman@sanbell.com

COUNTY
 County of Yolo
 Department of Community Services
 Attn: JD Trebec
 292 West Beamer Street
 Woodland, CA 95695
jd.trebec@yolocounty.org



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

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

XV. CONFLICT OF INTEREST

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

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

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

XVI. COVENANT AGAINST CONTINGENT FEES

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

XVII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years

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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 upon a minimum of 10 business days notice that information is subject to review. 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. Per 2 CFR 200.501- 200.521, Contractor certifies that it will provide notice of any adverse findings which impact this Agreement and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. Should Contractor expend \$750,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

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

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



Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

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

XVIII. ASSIGNMENT AND SUBCONTRACTS

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

XIX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

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

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

XX. AMENDMENT

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



XXI. WAIVER

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

XXII. AUTHORIZED REPRESENTATIVE

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

XXIII. PUBLIC RECORDS ACT

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

XXIV. ADDITIONAL PROVISIONS

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

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

C. Debarment, Suspension, and Other Responsibility Matters

1. By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

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2. By signing this agreement, the Contractor certifies in accordance with 2 CFR 200.213 and 2 CFR 180 that, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;
 - d. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - f. Will included a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.



5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

D. Certification re Lobbying (Byrd Anti-Lobbying)

By signing this Agreement, Contractor's Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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, Contractor shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the County.

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 31 U.S.C. 1352. 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.

E. 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 any awarded contract

XXV. ENTIRE AGREEMENT

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

[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

Signed by:
Chad R. Coleman
By: _____
240C5562D78448F...
Chad Coleman
Managing Principal

By: _____
Leslie Lindbo
Director of Community Services

11/22/2024
Date: _____

Date: _____

By: _____
Tonia Murphy
Manager of Procurement

Date: _____

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


By: **Kimberly E. Hood**
_____ 
Digitally signed by Kimberly E. Hood
DN: cn=Kimberly E. Hood, o=County of Yolo,
ou=Office of the County Counsel, Asst. County
Counsel,
email=kimberly.hood@yolocounty.org, c=US
Date: 2024.11.22 13:48:21 -08'00'
Kimberly E. Hood
Chief Assistant County Counsel

EXHIBIT A

Scope of Services

Client: Yolo County Department of General Services
Project: Dunnigan Water/Wastewater Consolidation Feasibility Study
Project Location: Dunnigan, CA
Summary of Services: Feasibility Study
Utility System: Drinking Water and Wastewater

Background

The purpose of the services described herein is to provide consulting services to conduct an operational infrastructure consolidation feasibility study.

Sanbell will provide Yolo County with professional consulting services to conduct a drinking water and wastewater consolidation feasibility study that will provide a comprehensive overview of current conditions and phased recommendations for consolidating domestic well users in the unincorporated community of Dunnigan with the existing drinking water and wastewater treatment entity, California American Water (“CalAM-Dunnigan”).

The rural community of Dunnigan is in the northeastern portion of Yolo County, bisected by Interstate 5, just north of the interchange between Interstate 505 and I-5. The town has one small community water system and primarily relies on individual groundwater wells, septic systems, and small wastewater treatment facilities with ponds. Yolo County has provided the following statistics:

- 2020 population of Dunnigan is 1,390
- Median household income is \$40,875 (45% of state MHI)
- Approximately 501 housing units
- Vacancy rate of less than 5%
- Owner-occupied housing units account for 60% of the total housing units

The CalAM-Dunnigan service area, as approved by the CPUC, encompasses the entirety of the Dunnigan community; however, CalAM-Dunnigan infrastructure currently only serves the southeastern portion of Dunnigan. CalAM-Dunnigan’s water supply sources are groundwater that is pumped from two active wells. CalAM-Dunnigan’s distribution system has 153 existing domestic connections and 13 existing commercial connections.

CalAM-Dunnigan currently provides potable water to approximately 600 people. The remaining population, approximately 800 residents and 350 dwelling units, are served by individual domestic wells.

Consolidation with CalAM-Dunnigan is being explored as a proactive mitigation measure against future extreme drought events. No other drinking water sources or systems will be considered as part of the analysis.

According to Yolo County, California American Water uses drinking water treatment technologies to remove hexavalent chromium and chlorination for disinfection to maintain water quality in the Dunnigan water distribution system. A 2022 analysis of this system found that the water source is most vulnerable to the following activities: sewage collection, high density housing, a nearby RV park, transportation corridors (busy nearby freeway, railroad tracks, community streets, and rural roads where illegal dumping is a possibility), and farming.

System consolidation options/recommendations are anticipated to include:

- Cost/benefit analysis of connecting water and wastewater systems to CalAM-Dunnigan.
- Infrastructure upgrades necessary to treat and supply the proposed enlarged service area with potable drinking water, including additional wells, treatment systems, transmission and distribution pipes, water storage, and service connections.
- Infrastructure upgrades necessary to collect and treat wastewater within the proposed community boundaries, including service connections, collection system pipelines, and wastewater treatment and disposal.
- Assessment of current staffing and equipment inventory and projected additional equipment and staffing necessary to expand service.
- Construction cost estimates for both water and wastewater service expansion within the proposed community boundaries.
- Estimated monthly user rates for domestic and commercial connections.
- Analysis of state/federal grant and loan programs for design and construction of expanded services and infrastructure.

Scope of Services

TASK 1 – Data Collection, Conduct Interviews, Prepare Demand Analysis

- 1.1 **Data Collection:** Sanbell will review background information that is provided by the parties shown in the table below to gain a contextual understanding of rural utility issues and develop demand analysis for proposed expanded service area.

The only consolidation option for drinking water that will be considered is with the CalAM-Dunnigan system. There are no other existing drinking water systems or infrastructure that will be considered in this analysis.

The only consolidation option for wastewater that will be considered is the CalAM-Dunnigan System. There are two other small systems in the vicinity serving the Bill & Kathy’s Restaurant and the Caltrans Safety Rest Area, but they are too small for consideration as consolidation alternatives.

The documents and information relevant to this project are anticipated to include the following although not all information listed below may be available. Sanbell will seek as much of the following information as possible from the parties identified in the table below. Information not provided by the parties identified will not be considered in the feasibility study.

Data	Requested From
Community Comprehensive Plan documents, including current and future land use information.	Yolo County
Local census and demographics data.	Internet
Zoning maps and zoning codes.	Yolo County GIS
Industry standards for drinking water and wastewater service delivery.	Sanbell
Current service delivery objectives and targets for the community.	Yolo County
Facilities and equipment inventories.	CalAM-Dunnigan
Document existing information, plans, etc. that can be provided by CalAM-Dunnigan.	CalAm-Dunnigan
Local Geographic Information Systems (GIS) data available from Yolo County or CalAM-Dunnigan.	Yolo County and CalAM-Dunnigan
Cal-AM’s operating budget, funding, fees, taxation, and financial resources including debt information, long-range financial plans, and projections for the	CalAm-Dunnigan

Data	Requested From
Greater Sacramento area, of which Dunnigan is a part.	

1.2 Conduct Interviews: Sanbell will seek to become familiar with key issues facing the community by seeking to meet with members of each stakeholder listed below.

- Dunnigan Citizens Advisory Committee
- Dunnigan Water District (irrigation water provider)
- Dunnigan Fire Protection District
- Yolo County Planning staff
- California American Water
- Yolo Subbasin Groundwater Agency

For budget purposes, this task is assumed to be accomplished in two separate workshop style meetings plus two additional one-on-one telephone interviews. It is assumed that the one-on-one telephone interviews will be conducted with members of agencies that are not able to attend the workshop style meetings.

Workshops and follow-up interviews will be advertised and publicized in advance. Agencies that do not participate in the budgeted meetings will have the opportunity to send in written responses to Sanbell staff. Sanbell will not be obligated to contact or consider input from non-responsive agencies.

1.3 Demand Analysis: Sanbell will estimate the following drinking water demands, and wastewater flows for use in sizing facilities:

- average daily drinking water demand
- maximum daily drinking water demand
- peak hour drinking water demand
- average dry weather wastewater flow
- peak wet weather wastewater flow

Task 1 Deliverables:

- none

TASK 2 – Mid-Project Report

2.1 Mid-Project Report: Sanbell will prepare a mid-project report summarizing findings from Task 1.

Sanbell will submit the Mid-Project Report to Yolo County, Yolo LAFCo, and CalAM-Dunnigan for review and comment by each agency. Sanbell will utilize comments received to determine adjustments that may be required to the analysis in future services, to determine feasibility and recommended approach. The analysis completed will not be revisited and the report will not be revised as a result of comments, but future services may be adjusted based on comments received.

Task 2 Deliverables:

- *Mid-Project Report (pdf file)*

TASK 3 – Characterize Existing Infrastructure and Potential for Consolidation of Utilities

- 3.1 Existing Infrastructure Characterization: Sanbell will review status of existing water and wastewater infrastructure in the CalAM-Dunnigan systems and analyze the viability of the infrastructure for future service in consolidated systems serving the town of Dunnigan, including:
- Well ages, capacities, and documented histories of reliability.
 - Age and suitability for continued service of the water distribution and wastewater collection, treatment and disposal systems.
 - Existing equipment conditions and suitability for continued service.

The existing infrastructure analysis will be conducted in an office setting using data provided to Sanbell by CalAM-Dunnigan. No field investigations or testing will be conducted by Sanbell. If information is not available or not provided by owners of the existing infrastructure, Sanbell will make assumptions necessary to maintain the project schedule.

- 3.2 Potential for System Consolidations: Evaluate the condition, capacity, and estimated capital improvement costs to expand services of the CalAM-Dunnigan drinking water and wastewater systems to the entire community of Dunnigan. New infrastructure will be considered in two phases:
- Infrastructure required to expand services to the existing community of Dunnigan.
 - Additional infrastructure required to expand services to accommodate anticipated growth in the community of Dunnigan.

Scenarios that will be analyzed are anticipated to include:

- Drinking water and wastewater

- Drinking water only
- Wastewater only

No systems other than the CalAM-Dunnigan drinking water and wastewater systems will be considered for consolidation. New infrastructure will be assumed on a conceptual basis. No attempts will be made to identify specific properties or sites that may be used to accommodate new infrastructure. Pipelines will be assumed to be aligned in public right of ways.

Task 3 Deliverables:

- none

TASK 4 – Financial Analysis of Consolidation

4.1 Financial Analysis of Consolidation Costs: Sanbell will prepare a financial analysis of the costs of consolidation, including:

- Capital improvements
- Operations and maintenance costs
- Sinking fund to replace key equipment and infrastructure
- Interest on debt

Budget modeling will be used to quantify the effects on the three consolidation options identified above if funded by two different funding mechanisms. The budget modeling will result in the following outputs:

- Using the four costs itemized above, calculate required financing.
- Develop projected budgets for the drinking water and wastewater utilities extending to a minimum of five years.
- Calculate user rates for drinking water and wastewater utilities that will result in a sustainable utility.

Task 4 Deliverables:

- none

TASK 5 – Final Report

5.1 Final Report: Sanbell will prepare a final report to summarize the results of services provided. The Feasibility Study Report is anticipated to approximate the following outline.

- Introduction / Background
- Summary of Data Collected
- Demand Analysis for Drinking Water and Wastewater Utilities
- Existing Infrastructure Characterization

- Description of Utility System Consolidation Alternatives
 - Drinking water and wastewater
 - Drinking water only
 - Wastewater only
- Summary of Financial Calculations
 - Capital improvement costs
 - Operations and maintenance costs
 - Sinking fund costs
 - Interest costs
- Summary of Budget Modeling
 - Consolidated budgets for 5-years
 - User rates
- Recommendations
 - Advantages and disadvantages of each of three consolidation alternatives
 - Recommendation of which consolidation alternative will provide best services to the community
- Implementation Plan
 - Phasing plan including identifying lead agency responsible
 - Estimated costs associated with each phase
 - Identification of barriers to each phase

A Draft Final Report will be prepared for review by project stakeholders. Reviewers may make editorial comments but may not request wholesale changes to concepts that would require significant rework of the report or its supporting technical and financial calculations. Sanbell will use editorial comments to prepare a Final Report.

Task 5 Deliverables:

- *Draft Final Report (pdf file)*
- *Final Report (pdf file)*

Schedule

The services described above are planned to be delivered according to the schedule shown in the following table. Sanbell is dependent on many Agencies and stakeholders that it does not control. Therefore, the planned schedule shown in the table below is subject to change depending on how responsive the various stakeholders are to requests for information from Sanbell.

Milestone	Date
Assumed contract execution	December 13, 2024
Data Collection and Demand Analysis	January 26, 2025
Mid-Project Report	April 12, 2025
Draft Final Report	October 10, 2025
Stakeholder review of Draft Final Report	October 26, 2025
Final Report	November 25, 2025

Engineering Fee

Sanbell will bill on a Time & Materials basis according to the terms of payment outlined in the Agreement. Sanbell reserves the right to transfer budget between tasks without affecting the total project budget.

The estimated budgets below include the cost of expenses directly related to the project including mileage, duplication, blueprinting, postage, delivery charges, plotting, outside reproductions, etc.

Sanbell estimates the following budgets will be required to provide the services described above. The tasks and budgets below do not include detailed design, construction engineering services, or construction inspection.

Task #	Task Name	Estimated Budgets
1	Data Collection, Conduct Interviews, Prepare Demand Analysis	\$20,302
2	Mid-Project Report	\$7,997
3	Characterize Existing Infrastructure, and Potential for Consolidation of Utilities	\$45,175
4	Financial Analysis of Consolidation	\$50,203
5	Final Report	\$26,309
TOTAL ENGINEERING BUDGET =		\$149,986

Summary of Deliverables and Costs

The following table was requested by Yolo County as a summary of deliverables, hours, and costs. Sanbell is dependent on many Agencies and stakeholders that it does not

control. Therefore, the deliverable due dates shown in the table below are subject to change depending on how responsive the various stakeholders are to requests for information from Sanbell.

Task	Deliverable	Deliverable Due Date	Hours	Cost
1	none	n/a	96	\$20,302
2	Mid-Project Report	April 12, 2025	42	\$7,997
3	none	n/a	242	\$45,175
4	none	n/a	244	\$50,203
5	Draft Final Report	October 10, 2025	76	\$14,532
5	Final Report	November 25, 2025	60	\$11,777

Tasks Not Included in this Scope of Services

This Scope of Services is intended to outline the services offered by Sanbell. The list below is offered as a clarification of the services that are not included, not anticipated, or that will be completed by others.

1. Sanbell CAD standards will be used.
2. No design at any level, and no plans, or technical specifications will be prepared as part of this Scope of Services.
3. No computer modeling of utility systems is included in this Scope of Services.
4. Environmental consulting services are not included in this Scope of Services.
5. Surveying or mapping are not included in this Scope of Services.
6. Geotechnical Engineering to characterize site soils and extent of groundwater and rock is not included in this Scope of Services.
7. Utility coordination and design, including potholing will not be provided as part of this Scope of Services.
8. SWPPP preparation is not included in this Scope of Services.
9. Obtaining any permits.
10. The only coordination for review and comment that will be made are with the following entities. No other agencies will be consulted, coordinated with, or sought out for comment, input, or approvals.
 - Yolo County
 - CalAM-Dunnigan
 - Yolo County LAFCo
 - Dunnigan Citizens Advisory Committee
 - Dunnigan Water District

- Dunnigan Fire Protection District
- Yolo Subbasin Groundwater Agency.



EXHIBIT B: 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

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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 or 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 noncontributory" and will not seek contribution from the County's insurance or selfinsurance 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 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.

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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.

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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 extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to 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 Subsubcontractor. 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 coverage required and the cost will be paid by Contractor.



Exhibit C: Workers' Compensation Certificate

EXHIBIT C: 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

Signature

Name

Title



Exhibit D: Special Terms and Conditions

1. Clean Air Act:
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et. Seq.
 - b. The 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 (name of sub-awarding State agency, if applicable), (name of awarding Federal agency), and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by (name of awarding Federal agency).
2. Federal Water Pollution Control Act:
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. Seq.
 - b. The 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 (name of sub-awarding State agency, if applicable), (name of awarding Federal agency) and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by (name of awarding Federal agency).
3. Procurement of Recovered Materials:
 - a. In performance of this contract, the Contractor shall make 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.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
4. No Obligation by the Federal Government:

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- a. The Federal Government is not a party to this contract and is not subject to any obligations or liability to the County, Contractor, or any other party pertaining to any matter resulting from this contract.
5. Program Fraud and False or Fraudulent Statements or Related Acts:
- a. The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.