

ATTACHMENT A

AGREEMENT

AGREEMENT NO. _____

(Agreement for Project Management & Grant Administration Services for the Knights Landing Flood Mitigation Project)

THIS AGREEMENT (the “Agreement”) is made and entered into as of the _____ day of _____, 2024, by and between the County of Yolo, a political subdivision of the State of California (the “County”) and MBK Engineers, a California corporation headquartered in Sacramento, California (the “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 professional consulting services (see Gov’t Code Section 31000 and notes); and

WHEREAS, the County desires to obtain project management and grant administration services for the Knights Landing Flood Mitigation Project (the “Project”);

WHEREAS, the Project is being funded through the Federal Emergency Management Agency’s (“FEMA”) Hazard Mitigation Grant Program (“HMGP”) with local cost share funding being provided by the California Governor’s Office of Emergency Services’ (“Cal OES”) Prepare California Match Program (the “State Contract”); and

WHEREAS, the State Contract requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contract, and that all County subcontractors (including but not limited to Contractor) comply with all terms and conditions of the State Contract; and

WHEREAS, on January 19, 2024, the County circulated and distributed a Request for Proposals (Reference No. GSDRFPKK2433) for a qualified firms to provide the desired services, an excerpt of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal response to the Request for Proposals, an excerpt 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. PROFESSIONAL SERVICES FOR PHASE 1 OF THE PROJECT

A. Contractor shall furnish and perform the project management and grant administration services for Phase 1 of the Project in accordance with Exhibits A and B, and in a manner satisfactory to the Director of Community Services (the “Director”), or the Director’s written designee. These services include the following tasks:

Task 1.1 – Phase 1 Project Management

Contractor shall support the County in the project management and administration of the HMGP Grant by performing the following:

- Preparing work plans;
- Attending project meetings;
- Assisting with contractor procurement;
- As-needed coordination with the U.S. Army Corps of Engineers, the Central Valley Flood Protection Board, and other regulatory agencies and stakeholders; and
- Management of project costs, schedule and budget, and public stakeholder outreach.

Task 1.2 – Phase 1 Grant Management

Contractor shall support the County in management of the HMGP Grant per Standard Mitigation Grant Program Conditions (FEMA 2018), and will include the following:

- Review of project invoices;
- Management and preparation of reimbursement request;
- Procurement support;
- Contract administration;

- Grant coordination with Cal OES and FEMA to support project invoicing and reimbursement facilitation;
- Preparation of quarterly progress reports, invoices, and documentation of contractor payment, as well as grant close-out preparation and document retention support.

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: Excerpt of Request for Proposal No. GSDRFPKK2433 (*including the Cal OES Grant Approval letter dated 08/15/2023 for FEMA Agreement #4482-DR-CA, Project #PJ0900, FIPS #113-00000 Supplement #17 and the County's Hazardous Mitigation Assistance & FEMA Contracting Program Guidelines as attachments to the solicitation*)
- Exhibit B: Contractor Proposal Response (*including the Contractor's Cost Proposal*)
- Exhibit C: Contract Work Hours and Safety Standards Act Requirements
- Exhibit D: Clean Air Act and The Federal Water Pollution Control Act Requirements
- Exhibit E: Prohibition on Contracting for Covered Telecommunications Equipment or Services
- Exhibit F: Insurance Requirements
- Exhibit G: Worker's 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 provisions of the State Contract, including the Exhibits thereto, and those provisions are incorporated herein as if fully set forth in this place.

II. ADDITIONAL PROFESSIONAL SERVICES FOR PHASE 2 OF THE PROJECT

Contractor shall further furnish and perform the project management and grant administration services for Phase 2 of the Project, in accordance with Exhibits A and B, and in a manner satisfactory to the Director upon a written task order or work proposal from the Director. The Phase 2 services include the following tasks and subtasks:

Task 2.1 – Phase 2 Project Management

Contractor shall support the County in the project management and administration of the HMGP Grant by performing the following:

- Preparing work plans;
- Attending project meetings;
- Assisting with contractor procurement;
- As-needed coordination with the U.S. Army Corps of Engineers, the Central Valley Flood Protection Board, and other regulatory agencies and stakeholders; and
- Management of project costs, schedule and budget, and public stakeholder outreach.

Task 2.2 – Phase 2 Grant Management

Contractor shall support the County in management of the HMGP Grant per Standard Mitigation Grant Program Conditions (FEMA 2018), and will include the following:

- Review of project invoices;
- Management and preparation of reimbursement request;
- Procurement support;
- Contract administration;
- Grant coordination with the Cal OES and FEMA to support project invoicing and reimbursement facilitation; and
- Preparation of quarterly progress reports, invoices, and documentation of contractor payment, as well as grant close-out preparation and document retention support.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraphs I and II above, and subject to the condition that the services have been completed in a manner satisfactory to the Director, or the Director’s written designee, Contractor shall be compensated on a time and materials basis at the following hourly rates:

Principal Project Manager/Principal Engineer	\$285.00
Senior Project Manager/Supervising Engineer	\$260.00
Project Manager	\$215.00
Contract Administrator	\$115.00
Administrative Assistant.....	\$85.00

In the determination of hourly fees, time allotments shall be calculated to one-quarter of an hour.

B. Compensation rates 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 this paragraph, provided that there is no increase in the total compensation set forth herein. The total amount of compensation to be paid to Contractor for the services required by this Agreement for Phase 1 of the Project shall not exceed Two

Hundred Fifty-Six Thousand Seven Hundred Fifty and 00/100 dollars (\$256,750.00). The maximum amount is budgeted as follows:

Task 1: Project Management	\$127,625.00
Task 2: Grant Management.....	\$129,125.00

C. Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contract, the County’s obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County’s receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment. This Agreement is not contingent on the County obtaining other Federal or State funding beyond the funding identified in the State Contract.

IV. METHOD OF PAYMENT

A. Contractor shall submit monthly invoices to the County detailing: the services provided; the dates for which the services were provided; the amount of time spent by each staff person providing the services calculated to the one-quarter of an hour; the rate per hour charged for each person providing the service; and an itemization of the actual expenses for which reimbursement is requested. Contractor must submit separate invoices for project management services and grant administration services. Contractor acknowledges that project management and grant administration are two separate budget items and must be invoiced and accounted for separately.

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 December 10, 2024, through December 9, 2027 (“Initial Term”), unless sooner terminated as hereinafter provided. This Agreement may be extended by the County in one-year increments up to an additional two years. Such an extension must be approved in writing by the Director. Contractor’s hourly rates provided in Exhibit B 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 FEMA 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, FEMA policies, procedures, and directives, including the State Contract and policies and guidelines established by Cal OES and FEMA 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; PREVAILING WAGE

Contractor acknowledges that this Agreement is subject to additional applicable laws, including equal opportunity requirements and responsibilities in the State Contract, including FEMA's Standard Mitigation Grant Program Conditions and the Cal OES Hazard Mitigation Assistance Contracting Guidance for FEMA-Eligible Projects, 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 Presidential Executive Order 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 United States (i.e., citizens and nationals of the United States, and aliens authorized to work in the United States). 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 C 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 D of this Agreement.

F. Prohibition on Contracting for Covered Telecommunications Equipment or Services. Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds as specified in 2 CFR 200.216 and Exhibit E of this Agreement.

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

H. 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.

I. 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.

J. 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.

K. No Obligation by the State Government/Cal OES. The State of California 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.

L. 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.

M. Historic Preservation. Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list. In addition, during construction, Contractor must monitor ground disturbing activity in areas where a potential historic property or cultural resource is discovered; and if any potential archeological resources are discovered,

Contractor must immediately cease work in that area and notify the County, Cal OES, and FEMA. Construction in the area may only resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).

N. NEPA Compliance. Contractor shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR 1500 – 1508. Grantee shall not receive authority to incur activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

O. 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.

P. 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.

Q. Prevailing Wage Requirements – California Prevailing Wages. Contractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as

California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the project available to interested parties upon request and shall post copies at the Contractor’s principal place of business and at the project site, including a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. Contractor shall defend, indemnify, and hold the County, its officials, officers, employees, and authorized volunteers free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1. If total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements that may apply under the Prevailing Wage Laws, including Labor Code Sections 1725.5, 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor-caused delay and shall not be compensable by the County.
2. The County will not recognize any claim for additional compensation because of the payment by Contractor of any wage rate as a result of the applicability of the Prevailing Wage Laws. The possibility of wage increases is one of the elements to be considered by Contractor in determining a bid and will not under any circumstances be considered as the basis of a claim against the County on the Agreement.

R. 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.

S. DHS Logo/Seals. Contractor shall not use the Department of Homeland Security (DHS) seals, logos, crests, or reproduction of flags or likenesses of the DHS agency officials without specific FEMA pre-approval.

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. 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 it 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.

Contractor 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.

Contractor 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.

Contractor 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 F.

XV. 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 G.

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 with a copy sent via email as follows:

CONTRACTOR

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

COUNTY

County of Yolo
Attn: Director of Community Services
292 West Beamer Street
Woodland, CA 95695
naturalresources@yolocounty.gov

B. Any party may change the address or email addresses 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.

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. FEMA/Cal OES Access to Records. To the extent not already covered in this Section, Contractor acknowledges that FEMA will fund this Agreement and that FEMA and Cal OES shall also have the right to review Contractor's records regarding the Project and this Agreement. Contractor agrees to provide the County, Cal OES, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

1. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2. Contractor agrees to provide Cal OES and the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the Project and the work being completed under this Agreement.
3. In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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 FEMA, 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.

F. Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to FEMA, the State, and/or the County by this Agreement and/or the State Contract 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; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the Grant Agreement or the Hazard Mitigation Grant Program.

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.

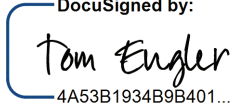
[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

MBK ENGINEERS

COUNTY OF YOLO

DocuSigned by:

By: _____
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Tom Engler, Principal
MBK Engineers

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

Date: 12/3/2024

Date: _____

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

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

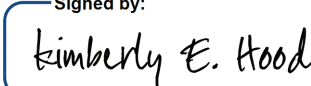
Signed by:

By: _____
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Kimberly E. Hood
Chief Assistant County Counsel

EXHIBIT A

**EXCERPT OF REQUEST FOR PROPOSALS
NO. GSDRFPKK2433**



COUNTY OF YOLO

Purchasing Division of General Services

Notice of Request for Proposals

For

**PROJECT MANAGEMENT AND GRANT ADMINISTRATION SERVICES
IN SUPPORT OF THE
KNIGHTS LANDING FLOOD MITIGATION PROJECT
RFP#GSDRFPKK2433**

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:
February 20, 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	6
Section III.	General Instructions & Information	7
Section IV.	Terms and Conditions	12
Section V.	Instructions for Completion of Proposal	15

Exhibits:

- Exhibit A – Transmittal Letter
- Exhibit B – Proposal Questionnaire
- Exhibit C – Cost Proposal Form
- Exhibit D – Customer References
- 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 Agreement (Including Grant Approval letters & FEMA package, Cal OES HMA contracting guidance & PDAT-Contract Provisions Template)

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE

In July 2023, the Federal Emergency Management Agency (“FEMA”) approved and issued Hazard Mitigation Grant Program (“HMGP Grant”) funds for the County of Yolo to implement the Knights Landing Flood Mitigation Project (“Project”). The Project proposes to mitigate the risk of levee failure resulting from overtopping or through-seepage, under-seepage, or levee instability and build resiliency into the Knights Landing Levee System through a combination of levee hardening solutions.

The County of Yolo is soliciting Request for Proposals (RFPs) from consultants providing **Project Management and Grant Administration** services for the Project, as further detailed in the Scope of Work below. 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. VENDOR WORK REQUIREMENTS:

a. Task 1 – Project Management

Contractor shall support the County in the project management and administration of the Hazardous Mitigation Grant Program (HMGP) Grant by performing the following:

- Preparing work plans;
- Attending project meetings;
- Assisting with contractor procurement;
- As-needed coordination with the U.S. Army Corps of Engineers, the Central Valley Flood Protection Board, and other regulatory agencies and stakeholders; and
- Management of project costs, schedule and budget, and public stakeholder outreach.

b. Task 2 – Grant Management

Contractor shall support the County in management of the HMGP Grant per Standard Mitigation Grant Program Conditions (FEMA 2018), and will include the following:

- Review of project invoices;
- Management and preparation of reimbursement requests;
- Procurement support;
- Contract administration;
- Grant coordination with the California Office of Emergency Services and FEMA to support project invoicing and reimbursement facilitation.
- Preparation of quarterly progress reports, invoices, and documentation of contractor payment, as well as grant closeout preparation and document retention support.

2. 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 FEMA/OES funded project specified in the Grant Approval letters & FEMA package, HMA contracting guidance & PDAT-Contract Provisions Template included with Attachment 2.
- 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.

3. 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.

4. 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 2: 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 after each service call and on each invoice. Contractor shall provide two invoices per month to the County, one for Project Management & one for Grant Administration. Additionally, all time & material hours must be listed on timesheets with descriptions to support every hour.

- A. Project Site
- B. Date(s) of Service
- C. Description of Work Performed
- D. Costs Incurred

F. CONTRACT TERM

Vendor agrees to provide awarded items and/or services as specified in the RFP document through completion of the Project and completion of the related Project management and grant administration services described herein. Contract shall cover FEMA Phase I and Phase II of this project for a three (3) year term, based on a task order for each phase. The contract may be extended for one (1) year increments up to an additional five (5) years for both Project Phase I and II, if necessary. Additionally, Phase II for this Project is subject to FEMA approval and funding. Pricing for this contract shall stay firm for the initial three (3)-year period.

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	1/19/2024
Deadline for Written Comments Posted on BidSync	2/02/2024 @ 4:00 PM
County Issues Responses to Written Comments	2/08/2024
Proposals Due	2/20/2024@ 4:00 PM
County Completes Evaluations	3/07/2024
Anticipated Contract Start Date	4/01/2024

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. General Company Information-0 points
2. Qualifications and Experience-30 points
3. Reasonableness of Costs -25 points
4. Demonstration of Project Understanding-20 points
5. References -15 points
6. Demonstrated Competence/Responsibility-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 licenses 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. PREVAILING WAGE; LABOR CODE COMPLIANCE

- a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all Sub-contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774

and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

F. 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) and 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.
 - d. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C throughout the period of this contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. Prohibition on Contracting for Covered Telecommunications Equipment or Services. Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds as specified in 2 CFR 200.216.
7. 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.)

8. 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.
9. 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.
10. 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.
11. Prevailing Wage Requirements: This Project is subject to California Prevailing Wages and Labor Compliance requirements.
12. Department of Homeland Security (DHS) seals, logos, crests or flags or likenesses of the DHS agency officials shall not be used without specific FEMA pre-approval.
13. **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.

14. The successful proposer shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

15. The successful proposer shall ensure compliance with all environmental and historic preservation laws, including the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA) as applicable to the performance of this Agreement, including 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR 1500 – 1508. Grantee shall not receive authority to incur activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

G. 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 XX of the sample agreement (Attachment 2).

H. 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.

I. 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.

J. 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.

K. PRICE ESCALATION

All prices are firm for a period of three (3) years from the date of award. If the contract is extended by the County beyond the initial three 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 three year term. Any such CPI increase shall be rounded to the nearest tenth of a percent

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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 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

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.
2. Rates are to include, but not be limited to, workers, management, administrative staff, equipment, material hauling, permits, licenses, taxes, fuel, etc. to perform required services as per terms and conditions of this RFP.

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. Identify 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.

**THE EXHIBITS AND ATTACHMENT(S)
ASSOCIATED WITH THIS SOLICITATION
ARE ON FILE WITH THE YOLO COUNTY
DEPARTMENT OF GENERAL SERVICES –
PROCUREMENT DIVISION**

EXHIBIT B

**EXCERPT OF CONTRACTOR'S PROPOSAL
RESPONSE**

FEBRUARY 9, 2024



RFP Response for Project Management and Grant Administration Services

RFP No. GSDRFPKK2433

PRESENTED BY: NICOLE ORTEGA-JEWELL
MBK ENGINEERS
455 UNIVERSITY AVE. SUITE 100
SACRAMENTO, CA 95825

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Attachments

Attachment A. MBK Engineers Business Licenses and Certifications

Attachment B. Small Business Status Verification

Attachment C. MBK Staff Resumes and Certifications

Attachment D. Certificate of Insurance

Attachment E. Sample Project Documents



WALTER BOUREZ, III, P.E.
DON TRIEU, P.E.
DARREN CORDOVA, P.E.
NATHAN HERSHEY, P.E., P.L.S.
LEE G. BERGFELD, P.E.
BEN TUSTISON, P.E.
THOMAS ENGLER, P.E., CFM
MICHAEL MONCRIEF, P.E.
NICOLE ORTEGA-JEWELL, PMP
KYLE KNUTSON, P.E.
ANNE WILLIAMS, P.E.

FOUNDERS:
ANGUS NORMAN MURRAY
1913-1985
JOSEPH I. BURNS
1926-2021
DONALD E. KIENLEN
1930-2023

Exhibit A. Proposal Transmittal Letter

February 9, 2024

County of Yolo Purchasing Department
Attention: Karen Kawelmacher, RFP Coordinator
120 West Main Street, Suite G
Woodland, CA 95695
karen.kawelmacher@yolocounty.org

Subject: Request for Proposals Response for Project Management and Grant Administration Services in Support of the Knights Landing Flood Mitigation Project (RFP#GSDRFPKK2433)

Dear Ms. Kawelmacher:

MBK Engineers (MBK) appreciates the opportunity to submit our response to Yolo County's Request for Proposals (RFP) No. GSDRFPKK2433. MBK is interested in providing the services requested in the RFP, and if selected, MBK is able to assist Yolo County staff with all *Program Management* and *Grant Administration* services needed, upon request. For our response, MBK has provided this Transmittal Letter, as well as the completed Proposal Questionnaire (Exhibit B); Cost Proposal Form (Exhibit C); Customer References (Exhibit D); Signature Page (Exhibit E); Non-Collusion Non-Conflict of Interest Statement (Exhibit F); Exceptions to Sample Agreement (Exhibit G); and the Anti Lobbying Certification (Exhibit H). Additionally, we have included relevant documents and certifications as attachments to this document.

MBK Engineers is a well-respected consulting engineering firm, which serves a wide variety of water resources-oriented clients in California, Nevada, and Oregon. MBK meets the minimum qualifications stated in this RFP, and understands the work necessary to perform the requested services. Nicole Ortega-Jewell, as signatory of this document and our designated primary point of contact, has the authority to enter into any provision, agreement, or contract resulting from this RFP as a Principal of MBK. This proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.

We appreciate the opportunity to provide consulting service assistance to Yolo County. Please contact me if you have any questions regarding our response.

MBK Engineers
455 University Avenue, Suite 100
Sacramento, CA 95825-6579
T: (916) 456-4400 / F: (916) 456-0253
ortega-jewell@mbkengineers.com
Website: www.mbkengineers.com

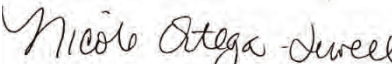
Sincerely,
MBK Engineers

Nicole Ortega-Jewell, PMP, Principal

Exhibit B. Proposal Questionnaire

1. General Company Information

MBK Engineers (MBK) has a thorough knowledge of the history, operations and maintenance, and flood risk remediation efforts of Yolo County, specifically those efforts focused on Knights Landing. MBK's institutional knowledge of the area, in addition to the technical experience the firm has previously provided to Yolo County, ensures that no learning curve is required and that our staff is able to immediately begin assisting Yolo County with any Project Management and/or Grant Administration efforts at the start of the contract term.

a. Company Overview

Located and founded in Sacramento, California in 1960, MBK Engineers (MBK) is a client based, independent consulting firm. MBK provides assistance to our clients by helping to resolve and implement complex flood control projects and water resources issues. As a client-oriented firm, MBK has a large and diverse client base that has consistently grown over the past 64 years. Our clients are largely long-term clients that include counties, cities, water agencies, flood control agencies, Reclamation Districts (RDs), and farmers. MBK typically provides objective consulting services/advice and fact-based analysis to our clients, thus enhancing the quality of the service and support our clients are able to provide to their respective communities. MBK specializes in the following areas of water resources engineering:

- Project Management and Planning, Feasibility Studies, Design, Construction Oversight for Multi-benefit Projects, and Grant Administration.
- Flood Management Studies, including FEMA and Urban Levee Design Criteria (ULDC) certifications.
- Hydrology and Hydraulics (H&H) Studies.
- Reservoir Operations Studies.
- USACE Section 10, Section 404, and Section 408 permits and permissions.
- Central Valley Flood Protection Board (CVFPB) permits.
- Reclamation District (RD) and Irrigation District engineering services.
- Water Rights.
- Assists in compliance with Water Resource Laws, Regulations, and Policies.
- Water Transfers.
- Groundwater Analysis and Management.
- Expert Witness Testimony.

MBK also provides assistance to our clients by implementing flood risk reduction projects, through our well-qualified internal team of 55 engineers, technical staff, and administrative staff. At MBK, we understand that developing and implementing comprehensive flood risk reduction projects requires experience working with multi-disciplinary consultants; as well as with federal, state, and local agencies, in order to successfully navigate the institutional barriers of project delivery. MBK frequently provides Project Management assistance to our clients, while also guiding clients through the complex field of federal and state regulatory permitting and funding requirements, up to and including Grant Administration. MBK typically serves as an extension of the agency's staff, supplementing their resources and providing objective analyses and technical insight.

b. Agency Background and Depth of Ability to Ensure Services are Provided

MBK is owned and led by ten Principal Engineers and one Principal Project Manager, over half of whom support local flood control agencies and Reclamation Districts. These MBK Principals have a significant amount of experience leading projects in the role of Project Manager, and in servicing and administering grant funds. MBK has extensive experience managing flood mitigation projects at the federal, state, and local levels. MBK has provided Yolo County Natural Resources with assistance on Phase 1 and Phase 2 of the Small Community Flood Risk Reduction Program (SCFRRP) project, working with the County to complete a Feasibility Study, secure Central Valley Flood Protection Board (CVFPB) and U.S. Army Corps of Engineers (USACE) 408 Permissions, and complete construction on two sites along the Sacramento River. Additionally, MBK is assisting Reclamation District (RD) 1001 with Hazard Mitigation Program Grant administration for their Auxiliary Pump Station, which requires coordination with RD 1001; the Federal Emergency Management Agency (FEMA); USACE; and the California Governor’s Office of Emergency Services (Cal OES).

i. Number of Employees

MBK Engineers employs 55 individuals across our five workgroups and administrative teams.

ii. Describe Your Agency and Include an Organizational Chart

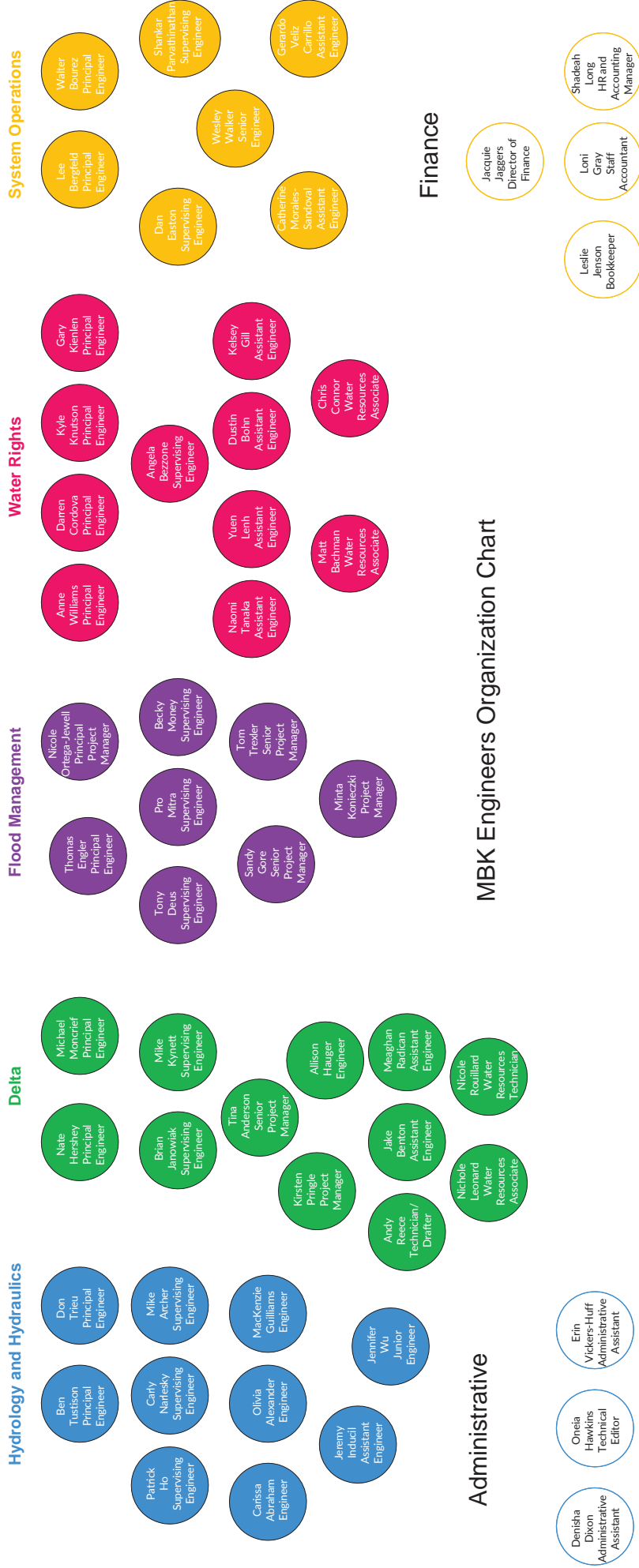
MBK Engineers is divided into 5 work groups (Flood Management, Delta, Hydrology and Hydraulics, Water Rights, and System Operations), with each work group providing assistance to our water resources clients on an as needed basis. A color-coded organizational chart is included on the following page, specifying the names, work group, and roles of each employee (Figure 1).

iii. Applicable Agency Licenses, Certifications, and Expiration Dates

Table 1 provides the name, number, and expiration date of MBK’s business licenses. Copies of each license are included in the document as Attachment A.

Table 1. MBK Engineers Firm Certifications and Licenses

Agency	Certificate or License Number	Expiration Date
Federal System for Award Management	DVE6MLSWSK35	January 17, 2025
CA Secretary of State Office	732553	March 31, 2025
City of Sacramento Business Operations Tax	1103749	December 31, 2024



MBK Engineers Organization Chart

Administrative group is supervised by Ben Tustison

Finance group is supervised by Lee Bergfeld

Figure 1. MBK Organization Chart

2. Experience and Qualifications

MBK Engineers employs a team of experienced individuals, many of whom have direct experience working on behalf of Yolo County. The MBK Team, led by the key personnel in Section 2.d., have firsthand experience with the Knights Landing levee system and many of our staff assisted with the Feasibility Study. The following sections provide details regarding MBK's experience and qualifications.

a. Summary of the Firm's Experience Over the Past Five-Years Providing Similar Services

Presently, and over the past five years, MBK Engineers has performed Project Management and Grant Administration services for the following public entities, and funding and/or grant programs:

- **Reclamation District No. 1001 Auxiliary Pump Station Project**
 - **Funding Program:** FEMA – Hazard Mitigation Grant Program
 - **Applicant Role:** Project Manager and Grant Administrator
 - **Total Contract Value:** \$3.1M
 - **Timeline:** 2018 through Present (2024)
 - **Owner:** Reclamation District No. 1001 (RD 1001)
 - **Location:** Rio Oso, CA – Natomas Cross Canal North Levee
 - **Contact Name:** Kim Reese
RD 1001 General Manager, kreese@rd1001.org, phone: (530) 656-2318
 - **Description of Experience:** MBK performs project and grant management services including preparation and submittal of quarterly progress reports and reimbursement requests to FEMA; management of a multidisciplinary consultant team to complete project design, obtain environmental and regulatory permits, and facilitation of project impact mitigation through credit purchase agreements. MBK regularly coordinated with Cal OES regarding budget status, and provided project updates for phased design and construction project. MBK managed awarded grant funds and identified funding sources for RD 1001 consideration to address construction cost estimate increases.

- **California Department of Water Resources (DWR) – Flood Maintenance Assistance Program (FMAP)**
 - **Funding Program:** CA DWR FMAP
 - **Applicant Role:** Project Manager and Grant Administrator
 - **Total Contract Value(s):** Varies Yearly (\$100,000 to \$300,000 per reclamation district)
 - **Timeline:** 2019 through Present (2024)
 - **Owner(s):** Reclamation District(s) No. 1001, No. 817, No. 2103, No. 70, No. 1660, and No. 10
 - **Location:** Sutter County, CA; Yuba County, CA
 - **Contact Names:** Kim Reese, RD 1001 General Manager; kreese@rd1001.org; Phone: (530) 656-2318
Andy Duffey, RD 70 & RD 1660 General Manager; aduffey@succeed.net; Phone: (530) 682-2996
Charley Mathews, RD 10 District President; mathews@succeed.net; (530) 218-1009
Michele Clark, RD 1600 District President; mclark@theyololandtrust.org; (916) 607-5691
Roger Cornwell, RD 1500 General Manager; rcornwell@sutterbasinwater.com; (530) 738-4423

- **Description of Experience:** MBK currently performs project and grant management services for several public entities (local maintaining agencies) under the CA DWR FMAP Program. Support tasks include preparation and submittal of progress reports and reimbursement requests to DWR; management and coordination of various contractors/vendors to complete operations and maintenance responsibilities, and management of consultants to evaluate and obtain environmental and regulatory permits as needed for maintenance tasks. MBK regularly coordinates with DWR regarding budget status, and provides project updates for operation and maintenance activities. MBK evaluates opportunities to leverage DWR funding with outside sources to expand efforts under operation and maintenance actions.
- **Reclamation District No. 817 – Bear River Setback Levee Project**
 - **Funding Program:** CA DWR Flood System Repair Project (CA DWR FSRP)
 - **Applicant Role:** Project Manager and Grant Administrator
 - **Total Contract Value:** \$11.1M
 - **Timeline:** 2019 - 2023
 - **Owner(s):** Reclamation District No. 817 (RD 1001)
 - **Location:** Wheatland, CA
 - **Contact Name:** Joe Conant, RD 817 District President; jconant@gmail.com; Phone: (530) 682-7392
 - **Description of Experience:** MBK performed project and grant management services for RD 817 under the CA DWR FSRP Program. Tasks included management of a multidisciplinary design and construction team to complete project design, obtain environmental and regulatory permits, facilitate project impacts through mitigation credit purchase agreements, acquire lands, and construct 3,000 linear feet of setback levee to mitigate flood risks along the north levee of the Bear River. MBK regularly coordinated with DWR regarding budget status and provided project updates for project activities. MBK also coordinated with the USACE – Sacramento District (USACE SPK) to receive permission to construct the proposed project under Section 408.

b. Statement Confirming Business Status

MBK Engineers is a SAM recognized Certified Small Disadvantaged Business Concern. A copy of our certification is included as Attachment B. MBK is a non-MBE and non-WBE firm.

c. FEMA Statement

MBK Engineers acknowledges that FEMA financial assistance will be used to fund this contract. MBK Engineers will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives if awarded this contract.

d. Key Staff

The following MBK Key Staff members are expected to provide *Project Management and Grant Administration* support. Nicole Ortega-Jewell will serve as the Project Manager and Technical Lead for Project Management and Grant Administration tasks. Resumes and certifications for key personnel have been included in this RFP response submittal as Attachment C.

Nicole Ortega-Jewell, PMP – Principal, Lead for Project Management & Grant Administration: Nicole Ortega-Jewell is a Principal at MBK Engineers assisting local agencies in providing program and project management services for the planning, design, permitting, and implementation of multi-objective flood risk reduction and aquatic restoration projects throughout the California Central Valley. Nicole’s experience in federal and state water resource regulations and policies allows her to provide strategic advice and assistance in implementing comprehensive watershed management projects. She is responsible for the overall management of multi-disciplinary teams, related to preparation of planning studies and projects, in order to support local agencies in reducing flood risk in the California Central Valley.

Prior to joining MBK, Nicole served for 20 years at USACE, and has extensive water resource experience in the USACE Civil Works program. Nicole served in a variety of leadership positions while working at the USACE, including as a Congressional Liaison; Civil Works Program Manager; and as a Senior Project Manager where she directed multi-disciplinary planning, design, and construction teams at the Sacramento, San Francisco, and South Pacific Division offices.

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

Anthony Deus, P.E., Supervising Engineer, Support for Project Management & Grant Administration: Anthony “Tony” Deus started with MBK in July 2018 and works as a Supervising Engineer in MBK’s Flood Management and Delta groups. Tony brings with him experience from the California Department of Water Resources (3 years), USACE Sacramento District (6 years), and private industry (1 year). Tony has a background in geotechnical engineering and has supported feasibility, design, and construction projects within the Central Valley.

Sandy Gore, Senior Project Manager, Support for Grant Administration: Sandy Gore joined MBK in 2020 as a Senior Project Manager, after 39 years of service at USACE. The majority of Sandy’s work consist of assisting local agencies in providing program and project management services on planning, design, permitting and implementation of multiple objective flood risk reduction and aquatic restoration projects throughout the California Central Valley. Sandy’s experience in Federal water resource regulations and policies allows her to provide strategic advice and assistance for implementing comprehensive watershed management projects.

e. Subconsultant Statement

MBK Engineers is not including subconsultants as part of this submittal effort.

f. FEMA Examples

Provide examples of knowledge, expertise and/or experience implementing and managing FEMA Grant projects and/or any other additional federal grants applicable to the firm's experience.

Since 2018, MBK has succeeded in providing technical support to several local maintaining agencies (LMAs) and public entities (counties) in receiving funding through the FEMA HMGP and BRIC programs. Specifically, MBK assisted in preparing and submitting FEMA grant applications to Cal OES. The local agencies that were successful in receiving funding awards for applications by Yolo County, Three Rivers Levee Improvement Authority (TRLIA – Yuba County), and Reclamation District No. 1001. Please note funding and project award amounts below:

- TRLIA Climate Resiliency Project (BRIC): Award Amount: \$41M
- RD 1001 – Auxiliary Pump Station (HMGP): Award Amount \$3.1M
- Yolo County Knights Landing (HMGP): Award Amount approximately \$6.5M (Phase 1)
- Yolo County Rolling Acres/West Plainfield, Central Yolo Flood Mitigation Study (HMGP) - \$570,000

For the TRLIA and RD 1001, MBK has provided project and grant management services for those FEMA grant awards. MBK has established relationships with FEMA Grant Programs staff and consultant team and gained experience in the FEMA design review process. More specifically, MBK has gained experience in completing the Environmental and Historic Preservation (EHP) certification process, which is required prior to project construction; establishment of federal agency lead roles; and coordination with FEMA staff regarding design constraints and environmental compliance. Since 2018, MBK has developed internal staff procedures to efficiently prepare quarterly reports and reimbursement requests as required per the FEMA Grant Agreements.

g. Past Performance

MBK's team members have a vast depth of knowledge in flood management policy, regulations, and history, in particular with the Central Valley. As such, many local and State agencies request our team members be a part of multiple agency teams. MBK participates in and leads multi-disciplinary project teams consisting of consultants, and local, state, and federal agency staff on both locally led and federally led projects, including the American River Watershed Program; the Yuba River Basin; the Lower Cache Creek Feasibility Study; several State Early Implementation projects (NLIP, Bear River Setback, TRLIA, and SAFCA's LAP); and most currently, on six Small Community Flood Risk Reduction feasibility studies.

Our experience in engaging and collaborating with various consulting firms and public agencies to accelerate project development, implementation, and completion is highlighted in our role in USACE led projects. MBK's role is to participate as the non-Federal sponsor's representative on the Project Delivery Team. With our experience in working along the side with USACE (District, Division, and Headquarters), and with the Center of Expertise for Flood Risk Management, the Center of Expertise for Dam and Levee Safety, and the Center of Expertise for Ecosystem Restoration. MBK is able to share the local perspective and interest in a way that USACE can understand and appreciate.

MBK has been responsible for supporting non-Federal sponsors throughout the USACE led process, by advising on execution issues, by developing detailed schedules that accurately represent each step

needed to comply with USACE procedures, and tracking the cost and schedule of project design and construction. We have assisted with acquiring the lands, easements, and right-of-way needed to support implementation of the USACE Project, to include negotiations with the Railroad and public utility companies. In addition, we assist in leading the team to manage Federal costs by working through the USACE Cost, Schedule, and Risk Analysis (CSRA) process, and in comparing past analyses to better understand changes in design and risk to cost and schedule throughout the project. MBK assists the USACE Project Manager with developing project workplan spreadsheets, which track sunk-costs, existing FY budget and activities, and future project schedule and funding needs, to inform USACE, CVFPB, DWR, and local sponsor funding needs, and in tracking and receiving approval for non-Federal credits. When schedule delays become apparent, MBK leads the project teams in developing strategies to expedite the remaining schedule and/or utilizes our firm's extensive relationships in order to expedite permit or design approvals by outside agencies.

Since 2010, MBK has served as the non-Federal sponsor's Project Manager on the Yuba River Basin project, and most recently upon completing its final phase, the Marysville Ring Levee. As is typical with Federal projects, there have been schedule delays and cost increases associated with the Marysville Ring Levee project. When delays and cost increases become apparent, MBK utilizes its numerous relationships with USACE Civil Works Project Management, technical Section, and/or Branch Chiefs and Executives to plan how to recover schedule and costs. Notable successes have included concurrent design reviews, alternative contracting methods, real estate and environmental waivers for solicitation, design modifications, and risk prevention and avoidance strategies that resulted in approval from the Federal Change Control Board (CCB) in 2016 – required for projects when costs have increased above the Authorized Cost-plus Inflation and approach the Federal Section 902 limit. This approval was key to allowing the project to continue with an acceptable risk strategy, and to ensure the Federal funding limits would not be exceeded. As a result, the project has subsequently been committed all remaining necessary Federal funding through the President's proposed 2019 Budget and Supplemental Funding package, released in July 2018.

h. Program Management and Record Keeping System

The MBK Team develops a preliminary project schedule that provides at a high-level the key tasks and milestones necessary to complete the project on a timeline that would support the needs of Yolo County and the deadlines provided by stakeholders. MBK proposes an initial project team meeting to review these schedule assumptions, and to build a detailed master schedule with project team input on interested party and stakeholder coordination; meeting scheduling; document review periods; and any other potential opportunities to reduce the potential for delay. The detailed schedule will become a component of the Project Work Plan. MBK's project management team will maintain and update the master schedule as necessary, and will utilize the project management meetings, the project management conference calls, and (as appropriate) direct outreach via phone and email to Yolo County staff to provide updates on the status of task completion. The MBK Team will also utilize these coordination meetings and calls to identify any need for adjustments to the plan for deliverable development to limit the impact of any potential schedule issues that could arise.

Our project management team will manage meetings with Yolo County and stakeholders, and will provide meeting agendas that highlight the decisions that need to be made during the meeting. Meeting materials will be provided in advance of the meeting. Yolo County can utilize these materials to prepare for the meeting in advance so that decisions do not need to be put off until future meetings. After each meeting, brief summaries will be prepared and submitted in an e-mail format. To expedite the schedule,

the meeting summaries will highlight the decisions made and action items and will not constitute full meeting minutes.

The Project Management team will also be responsible for continuously tracking the schedule and budget, as well as completing monthly invoices and progress reports. The MBK team will develop a file protocol explaining the documents that should (and should not) be in the project file and ensure that all technical staff are implementing these protocols for the project file.

MBK utilizes tools, such as Microsoft Teams and SharePoint, for document management and data sharing. These programs allow for internal staff, Yolo County staff members, and government agencies to collaborate on documents while allowing for version control. These tools reduce the risk to project schedule by limiting loss of materials.

To ensure quality control of technical products, there are two levels of review: 1) Self Certification, and 2) Internal Independent Technical Review. Self-certification is a peer-to-peer review that checks model simulations, post-processed outputs, and deliverables for reasonableness, technical clarity, and appropriateness. Internal ITR will be performed by a senior MBK staff member with a higher level of competency.

Sample project documents are included in this submittal as Attachment E. These documents are samples of MBK's proposed management and record keeping system.

3. Responsiveness/Responsibility

- a. Has your agency, or any officer of your agency defaulted on a contract? If yes, explain.

No. Neither MBK Engineers (firm/entity) nor any MBK Engineers officers/shareholders have ever defaulted on a contract.

- 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.

No. In the past five (5) years no claim has been filed in court against MBK Engineers or any officer of this firm.

- c. Has your agency ever been suspended, decertified, or barred by any governmental agency from providing services, even temporarily? If yes, explain. **Include your EIU number (formerly called DUNS number) which will be used to verify your status.**

MBK Engineers has never been suspended, decertified, or barred from providing services to any governmental agency. **MBK Engineers UEI No. DVE6MLSWSK35.**

- d. Provide a statement on how your agency resolves conflicts.

Occasionally conflicts arise amongst clients of MBK Engineers; however, we at MBK pride ourselves on our commitment to provide factual information to all our entities whenever disputes arise. Our principals have been called as expert witnesses in cases where both litigants are MBK clients. Because of

our reputation as a firm that provides clients with impartial information, clients on both sides of the table are comfortable with the involvement of MBK Engineers in the resolution of their disputes.

- 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.

In addition to the protocols specified in Section 3.h., in order to ensure that tasks performed are within scope, budget, and schedule; collaboration, communication, and the establishment and implementation of project controls will be key. Nicole Ortega-Jewell will participate in regular project delivery team meetings, and will set up frequent internal team meetings to ensure MBK's scope and technical approach continue to meet the projects goals. In addition, frequent internal coordination meeting will help ensure that support staff are focused and remain motivated. The Flood Management group at MBK is a well-integrated team, and has a significant in-person presence. This greatly enhances the team's ability to collaborate on tasks and complete tasks in an efficient manner.

To ensure MBK's efforts are within budget, MBK will track the project in Deltek Ajera. Ajera can track budget by task, spent value, and work on a real-time basis. These metrics will be monitored, and action taken, if necessary.

4. Project Understanding

- a. Describe your overall understanding of both project tasks.

MBK understands the role of a consultant lead is to provide project and grant management services consistent with FEMA HMGP grant requirements. Supports tasks generally include management and coordination of a multi-discipline design, permitting, and construction team, to implement the project as described.

More specifically, project management will include team coordination and stakeholder outreach to complete several design elements of the project, preparation of permit applications, supporting Yolo County in procurement of contractors, and coordination with state and federal agencies to support and facilitate project construction. Additionally, MBK will manage the project budget and schedule consistent with grant requirements. These support tasks would be inclusive of both Phase 1 and Phase 2 of the HMGP grant.

MBK will support grant management tasks including but not limited to: preparation of quarterly progress reports, review of project invoices in support of reimbursement requests, contract management support to Yolo County, and coordination with Cal OES and FEMA to facilitate reimbursements.

- b. Identify and discuss any potential problems you may foresee based on experience.

In MBK's experience specific to FEMA Grant Agreements, challenges are generally centered around environmental permit issuance and Environmental and Historic Preservation (EHP) Certification. For similar projects, MBK has noted schedule delays in reviewing permit applications, issuing associated clearances, and receiving completed EHP Certifications from FEMA. These may impact the project schedule during a phased project and delay progress moving from phase 1 (design, permitting, etc.) into phase 2 (project implementation).

c. Identify and discuss methods you have used to mitigate those problems.

Previously MBK has built strong communication and staff relationship with Cal OES and FEMA HMGP and BRIC staff to support addressing these schedule challenges and delays. In our experience early and consistent discussions on both management concerns as well as project design and permitting details with FEMA and Cal OES staff reduces and/or eliminates the potential for these delays which may impact the overall grant period of performance and require extension requests.

Yolo County				
PROJECT MANAGEMENT AND GRANT ADMINISTRATION SERVICES IN SUPPORT OF THE KNIGHTS LANDING FLOOD MITIGATION PROJECT RFP#GSDRFPKK2433 Cost Proposal Form-Exhibit C				
Task 1 Project Management-Hypotetical Cost Form				
Item#	Description	Number of Project Hours	Rates	Cost of Services
1	Principal Project Manager/Principal Engineer	275	275	\$75,625.00
2	Senior Project Manager/Supervising Engineer	150	250	\$37,500.00
3	Project Manager	50	210	\$10,500.00
4	Administrative Assistant	50	80	\$4,000.00
Total				\$127,625.00
Task 2 Grant Administration-Hypotetical Cost Form				
Item#	Description	Number of Project Hours	Rates	Cost of Services
1	Principal Project Manager	225	275	\$61,875.00
2	Senior Project Manager/Supervising Engineer	200	250	\$50,000.00
3	Project Manager	50	210	\$10,500.00
4	Contract Administrator	25	110	\$2,750.00
5	Administrative Assistant	50	80	\$4,000.00
Total				\$129,125.00
Grand Total Task 1 & Task 2				\$256,750.00
Vendor shall populate the fields above with applicable hourly rates that are inclusive of all costs associated with work likely to be assigned to Vendor for the tasks stated in this RFP (i.e., all inclusive rates), including but not limited to personnel, administrative overhead, printing costs, attendance at meetings, travel, etc. If the Descriptions above do not capture the correct personnel descriptions for each Task, please enter the correct Descriptions, but the total number of Project Hours for each Task must be a total of 550 hours for each Task (i.e., 550 hours total for Task 1 and 550 hours total for Task 2). Vendors must also attach a separate fee schedule with rate and cost information that are included in the all inclusive rates provided on this form.				

Exhibit D. Previous Customer References

Table 2. Exhibit D. Customer References

Reference	Contact Information
Willie Whittlesey, General Manager	Yuba Water Agency 1220 F St. Marysville, CA 95901 (530) 741-5026; wwhittlesey@yubawater.org
Kim Reese, General Manager	Reclamation District 1001 1959 Cornelius Ave. Rio Oso, CA 95962 (530) 656-2318; kreese@rd1001.org
Kevin Mallen, Executive Director/County Administrator	Three Rivers Levee Improvement Authority 915 8th St. Suite 115. Marysville, CA 95901 (530) 749-7841; kmallen@co.yuba.ca.us

County of Yolo
SIGNATURE PAGE-Exhibit E
Yolo County

**PROJECT MANAGEMENT AND GRANT ADMINISTRATION SERVICES
IN SUPPORT OF THE
KNIGHTS LANDING FLOOD MITIGATION PROJECT**

RFP#GSDRFPKK2433

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:

MBK Engineers
Company Name

Name: Lee Bergfeld, PE

455 University Avenue, Suite 100
Address

Title: MBK Engineers Principal

Sacramento CA 95825
City State Zip

Phone: (916) 456-4400

Nicole Ortega Jewell
Signature of Person Authorized to Sign

Fax: (916) 456-0253

Nicole Ortega-Jewell, PMP
Printed Name

Email: bergfeld@mbkengineers.com

Principal
Title

02/07/2024
Date

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

PROJECT MANAGEMENT AND GRANT ADMINISTRATION SERVICES

IN SUPPORT OF THE

KNIGHTS LANDING FLOOD MITIGATION PROJECT

RFP#GSDRFPKK2433

I, Nicole Ortega-Jewell, PMP, am the
(Name)
Principal of MBK Engineers
(Position Title) (Company)

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

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in 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:

02/07/2024
(Date)

Nicole Ortega-Jewell
(Signature)

EXHIBIT G – EXCEPTIONS
PROJECT MANAGEMENT AND GRANT ADMINISTRATION SERVICES
IN SUPPORT OF THE KNIGHTS LANDING FLOOD MITIGATION PROJECT
RFP#GSDRFPKK2433

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	Sample Contract Section III. A. Compensation and Reimbursement of Expenses	For the purposes of billing, MBK Engineers determines hourly fee time allotments in quarter-hour increments (15 minute increments).
2	Sample Contract Section IV. A. Method of Payment	For the purposes of billing, MBK Engineers calculates the amount of time spent providing services to the quarter-hour (15 minute increments).
3	Sample Contract Section XIV. A.1.c. Professional Liability/Malpractice/Errors and Omissions	MBK Engineers carries professional liability coverage in \$1,000,000/occurrence and \$2,000,000/aggregate. A copy of our insurance certificate is included as Attachment D.
4		
5		



 Signature of Person Authorized to Sign

**PROPOSAL RESPONSE ATTACHMENTS
ARE ON FILE WITH THE YOLO COUNTY
DEPARTMENT OF GENERAL SERVICES –
PROCUREMENT DIVISION**

EXHIBIT C

**CONTRACT WORK HOURS AND SAFETY
STANDARDS ACT REQUIREMENTS**

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:

Exhibit C

- (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 D

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

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

A. Clean Air Act Requirements

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 Requirements

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 E

**PROHIBITION ON CONTRACTING FOR
COVERED TELECOMMUNICATIONS
EQUIPMENT OR SERVICES**

**PROHIBITION ON CONTRACTING FOR COVERED
TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

(a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) **Prohibitions.**

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) **Exceptions.**

1. This clause does not prohibit contractors from providing:
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

1. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) ***Subcontracts.*** The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

EXHIBIT F

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 – \$1,000,000/occurrence and \$2,000,000 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 – \$1,000,000 per claim and \$2,000,000 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 G

**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:

4A53B1934B9B401...

Signature

Tom Engler

Name

Principal

Title