

AGREEMENT NO. 25-___

Agreement for Consulting Services for the Rolling Acres/West Plainfield, Central Yolo Flood Mitigation Study

THIS AGREEMENT (“Agreement”) is made and entered into this 28th day of January, 2025, by and between the County of Yolo, a political subdivision of the State of California (“County”) and MBK Engineers, a California corporation headquartered in Sacramento, California (“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 engineering and consulting services; and

WHEREAS, the County desires to obtain professional engineering and consulting services to undertake hydrologic and hydraulic modelling and analysis for the purpose of describing and predicting how the watershed and stream/canal/slough system in the Rolling Acres/West Plainfield area of Central Yolo County reacts to rainfall events and show the inundation of the study area in the 100-year event, and to prepare a Feasibility Study Report to analyze alternatives for reducing flood risks in Central Yolo County (“H&H study”), through a Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Grant awarded to the County by the California Office of Emergency Services (Cal OES) (“State Contract”) with State funding under the Prepare CA Match program; 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, the County circulated and distributed a Request for Proposals (Reference No. GSDRFPKK2445) on July 2, 2024 for the H&H study, an excerpt of which is attached as Exhibit A; and

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

A. Contractor shall prepare and furnish the H&H study services for Central Yolo County in accordance with Exhibits A and B, and in a manner satisfactory to the Director of the Department of Community Services, or his/her written designee (“Director”). These H&H study services include the following tasks and subtasks:

Task 1-: Project Coordination and Stakeholder Outreach

Subtask 1.1: Refine Limits of Study Area with Yolo County

- Refine and confirm scoping limits of the project area with the County and stakeholders with a realistic goal of mitigating flood risk for up to 100- year level of protection for the study area.
 - Evaluation of non-structural measures to further reduce flood risks shall also be considered.

Subtask 1.2: Stakeholder Outreach

- Identify stakeholders, including agricultural interests, property owners, and businesses in the study area.
 - Other potential stakeholders may include Caltrans, Yolo County Flood Control and Water Conservation District, California Department of Water Resources, California Department of Fish and Wildlife, and the US Army Corps of Engineers.
- Coordinate with stakeholders throughout feasibility investigations and preparation of draft and final feasibility reports.

Task 2: Identify Problems and Opportunities

Subtask 2.1 Identify Flooding Problems and Issues

- Conduct preliminary review of previously prepared studies in the area, taking into consideration multiple factors that have cumulatively resulted in current

conditions.

- Recognize that no single flood risk reduction approach is immediately available to completely resolve flooding issues.
 - Substantial changes to the hydrologic landscape will require evaluation of pre-project and post-project changes, necessitating field visits to verify conditions.
- Prepare an analysis documenting the extent, depth, and duration of flooding in the region to establish an existing condition.
 - Develop a new regional hydraulic model of the channels and floodplain to screen flood risk reduction options.
 - Review and refine the regional hydrologic model developed as part of CA DWR (2013) to ensure accuracy and consistency with the County’s hydrologic standards.
 - Initiate a new reconnaissance/feasibility level flood risk reduction study to investigate flood risk reduction concepts, estimate cost and benefits, and identify potential environmental impacts.
 - The hydrologic and hydraulic models will be used to develop and evaluate a flood risk reduction strategy at regional and local levels.

Subtask 2.2 Identify Opportunities, including Non-Structural Alternatives

- Evaluate problems and opportunities with non-structural alternatives.
 - Strategies previously considered include diversion channels, small-scale detention ponds, channel modification (clearing or widening), and construction of additional levees.
- Review previously considered non-structural and policy recommendations.
 - Increase public outreach on flood risk and management.
 - Update Yolo County hydrologic methodology and design criteria.
 - Further investigate regional watershed management and changing agricultural practices to increase infiltration.

Task 3: Quantify Flood Risks and Potential Flood Damages

Task 4: Formulate Alternatives to Reduce Flood Risk

Subtask 4.1 Formulation of Structural Alternatives

- Develop and investigate structural alternatives identified as opportunities.
- Consider additional flood risk reduction concepts that arise through stakeholder outreach.

Subtask 4.2 Formulation and Advancement of Non-Structural Alternatives

- Develop and investigate non-structural alternatives identified as opportunities.
 - Analysis shall include investigating flood risk reduction concepts, estimating cost and benefits, and identifying potential environmental impacts.

Subtask 4.3 Formulation/Inclusion of Potential Multiple Objective/Benefits

- Conduct a multi-criteria analysis of all feasible alternatives
 - Recommend one or more alternatives which may be a mix of structural and non-structural approaches to reduce flood risk.
- Investigate the potential to integrate multiple objective features to attract and obtain funding sources.

Task 5: Evaluate and Select Preferred Alternative(s)

Subtask 5.1 Evaluation of Alternatives

- Evaluate structural and non-structural alternatives focused on mitigating flood damages in the project area.
 - Evaluation will include costs, benefits, environmental constraints, and potential funding sources.
- A tradeoff analysis shall be performed prior to selecting the preferred alternative or suite of alternatives to consider all benefits.

Task 6 Prepare Draft Feasibility Study Report and Strategic Permitting Plan

Subtask 6.1 Draft Feasibility Study Report (FSR)

- The Draft Feasibility Study Report shall identify preferred structural and non-structural elements, compare implementation costs and schedules, and identify local funding requirements.
- Technical appendices for (1) hydrologic/hydraulic investigations, (2) environmental risks and opportunities analysis, (3) cost estimates of identified structural and non-structural alternatives and solutions, and (4) a preliminary benefit to cost analysis of the selected alternatives(s) shall be included in the Draft FSR.

Subtask 6.2 Strategic Permitting Plan

- The Draft Feasibility Study Report shall include a section describing a strategic permitting plan that will list all anticipated regulatory agency permits and approvals anticipated for the preferred alternative(s).
 - Identify additional studies and documents needed to support the permit/approval applications;
 - Provide justification for the required permits and approvals;
 - Estimate a schedule for preparation of and securing permits and approvals, including a cost estimate associated with completion of studies, permit applications, etc.
- The plan shall anticipate mitigation needs associated with the regulatory permitting and approvals and present solutions for satisfying mitigation requirements.

Task 7 Stakeholder Review of Draft Feasibility Study Report

Task 8 Prepare Final Feasibility Study Report

Subtask 8.1 Incorporate Stakeholder Input and Review Comments

- Incorporate comments received during the Draft Feasibility Study Report public comment and review period.
 - Finalize the FSR and prioritize implementation of structural and non-structural solutions for reducing flood risks to the project area.

Subtask 8.2 Finalize Feasibility Report

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	RFP excerpts, including the OES supplemental grant subaward information sheet Hazard Mitigation Grant Program/97.039 & CAL OES#113-0000-00, FIPS#113-00000, dated 8/24/21-5/21/27 for FEMA Agreement HMGP DR#4610-597-006, FIPS#113-99113 Supplement #16 and the County’s Hazardous Mitigation Assistance & FEMA Contracting Program Guidelines attached as exhibits to the RFP
Exhibit B	Response to RFP; Cost Proposal
Exhibit C	Workers’ Comp. Certificate
Exhibit D	Clean Air Act and the Federal Water Pollution Control Act Requirements
Exhibit E	Contract Work Hours and Safety Standards Act (CWHSSA)
Exhibit F	Prohibition on Contracting for Covered Telecommunications Equipment or Services

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.

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

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated on a per hour basis as follows:

Principal Project Manager/Principal Engineer	\$300.00
Senior Consultant	\$300.00
Senior Project Manager/Supervising Engineer	\$285.00
Project Manager	\$200.00
Project Accountant	\$200.00
Engineer/Hydrologist	\$200.00
GIS Professional.....	\$200.00
Water Resources Associate	\$190.00
Assistant Engineer.....	\$190.00
Assistant Surveyor.....	\$190.00
Prevailing Rate Surveyor, Chief of Party	\$200.00 (subject to CA DIR wage determinations)
Prevailing Rate Surveyor, Rodman/Chainman	\$203.00 (subject to CA DIR wage determinations)
GIS Specialist.....	\$160.00
Technician/Drafter	\$160.00
Junior Engineer	\$135.00
Engineering Aide	\$95.00
Technical Editor	\$140.00
3-Person Survey Crew.....	\$360.00
2-Person Survey Crew.....	\$305.00
GPS Equipment.....	\$60.00

Compensation rates shall remain firm for the Initial Term of this Agreement but may be increased thereafter as provided in Paragraph VIII.A of this Agreement.

However, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed four hundred seventy-five thousand dollars (\$475,000.00).

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

B. 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.

III. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of each task/subtask identified in Paragraph I in a manner that is satisfactory to the Director, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and a detailed itemization of the actual expenses for which reimbursement is requested.

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.

IV. REPORTS

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

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

V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

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

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

VI. RECORDS; ACCESS, RETENTION

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

VII. DISPUTES

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

VIII. TERM AND TERMINATION

A. The term of this Agreement shall be from January 28, 2025, through January 28, 2028 ("Initial Term"), unless sooner terminated as hereinafter provided. This Agreement may be extended by the County for up to two additional one-year extensions. Such 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.

IX. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, 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 Office of Emergency Services & Federal Emergency Management Agency (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.

X. 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 Hazard Mitigation Grant Program Conditions (HMGP) 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 XI.B** of this Agreement, which is required by 41 CFR Part 60-1.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

C. Byrd-Anti Lobbying Amendment. Contractor must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 (as amended)). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

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

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

A. Non-Discrimination. Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with

all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

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

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

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

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) of this Section XI.B in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and

subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

XII. 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.

XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$2,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers’ Compensation – Statutory Limits/Employers’ Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers’ compensation and professional liability coverages. **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

- a. The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- b. The limits of Insurance required in this agreement may be satisfied

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

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
9. For any claims relating to this Agreement, the Contractor's insurance

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

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

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.
- E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County

at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIV. WORKERS' COMPENSATION

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

WORKERS' COMPENSATION CERTIFICATE

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

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

XV. 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: Nicole Ortega-Jewell, PMP
455 University Avenue, Suite 100
Sacramento, CA 95825
ortega-jewell@mbkengineers.com

COUNTY

County of Yolo, Dept. of Community Services
Attn: Todd Riddiough, Public Works Director
292 West Beamer Street
Woodland, CA 95695
todd.riddiough@yolocounty.gov

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

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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]

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

CONTRACTOR

COUNTY OF YOLO

DocuSigned by:
Nicole Ortega-Jewell
By: 3ACD6FA8D64D411...
Nicole Ortega-Jewell, PMP, Principal
MBK Engineers

By: _____
Mary Vixie-Sandy, Chair
Yolo County Board of Supervisors

Date: 1/16/2025

Date: _____

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

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

Signed by:
Kimberly Hood
By: 8F28F402B2A2431...
Kimberly E. Hood
Chief Assistant County Counsel

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that the COUNTY may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

DocuSigned by:
Nicole Ortega-Jewell
3ACD6FA8D64D411...
Contractor Signature



EXHIBIT A

COUNTY OF YOLO

Purchasing Division of General Services

Notice of Request for Proposals

For

**ROLLING ACRES HYDROLOGIC AND HYDRAULIC STUDY SERVICES
FOR CENTRAL YOLO COUNTY
RFP#GSDRFPKK2445**

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:

August 2, 2024

4:00 PM

RFP Coordinator:

Karen Kawelmacher

(530) 666-8073

karen.kawelmacher@yolocounty.org

TABLE OF CONTENTS

SECTION	SECTION TITLE	PAGE
Section I.	Introduction	3
Section II.	RFP Schedule of Events	14
Section III.	General Instructions & Information	14
Section IV.	Terms and Conditions	20
Section V.	Instructions for Completion of Proposal	27

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
- Attachment 2-FEMA Hazardous Mitigation Grant Program Approval letter
- Attachment 3-Cal OES Supplement 16 Subaward Info
- Attachment 4-PDAT-Contract Provisions Template

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE

The County of Yolo is soliciting Request for Proposals (RFPs) from professional consulting firms to undertake hydrologic and hydraulic modelling and analysis (H&H study) for the purpose of describing and predicting how the watershed and stream/canal/slough system reacts to rainfall events and show via hydrologic and hydraulic modeling the inundation of the study area in the 100-year event, 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. This project is funded by the California Office of Emergency Services (Cal OES) / Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Assistance Program (HMGP) and compliance with applicable State and Federal requirements for the HMGP is also required.

B. SYNONYMOUS TERMS

1. As used throughout this bid and its attachments, the following terms are synonymous
 - a. Supplier, Vendor, Contractor, Consultant, Firm, Successful Bidder
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, Project

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

C. SCOPE OF WORK

1. BACKGROUND INFORMATION:

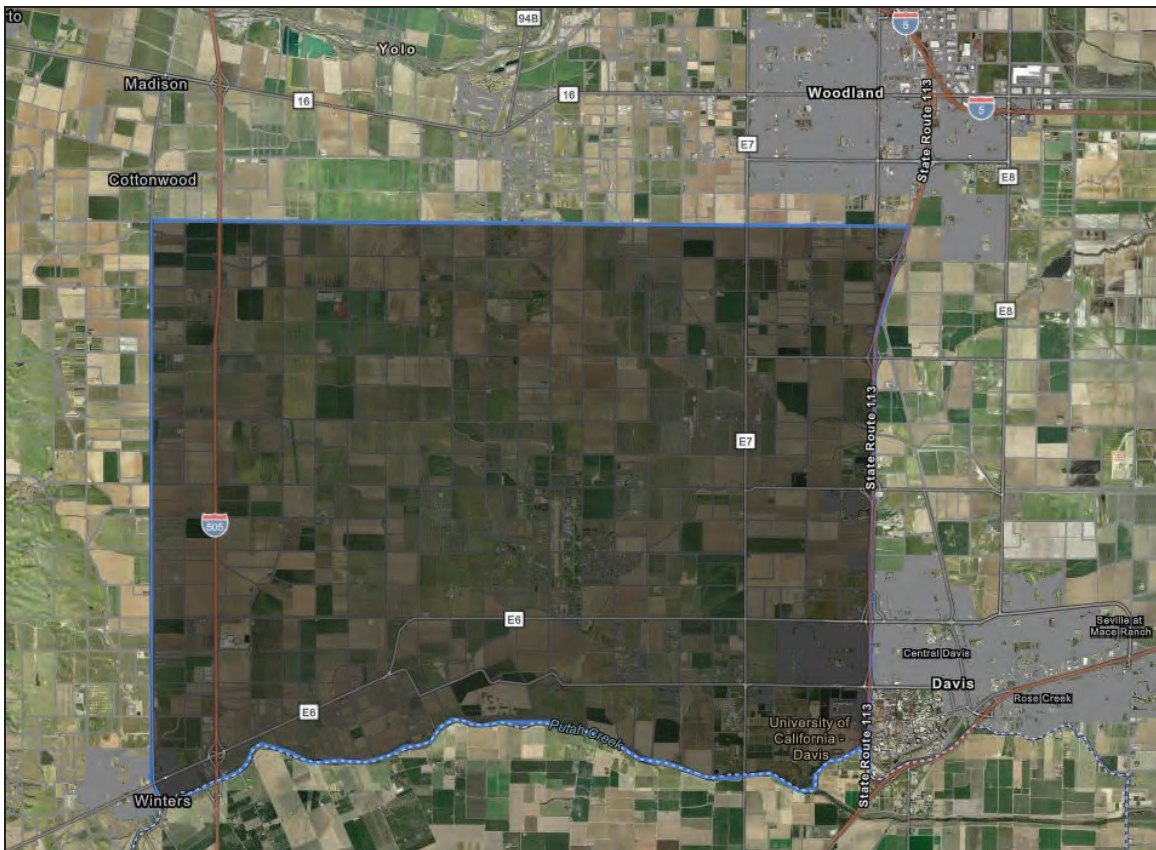
The Rolling Acres/Plainfield/Valley Floor area is within the Willow Slough Watershed (watershed). Flooding is common on this valley floor and is a concern to farmers and rural residents. There have been several studies of flooding along one or more of the sloughs throughout the watershed in the past 50 years, but there has not been any comprehensive analysis of the watershed in the past 20 years. The ability to rely upon previous studies to strategize and then initiate design and construction of regional flood risk reduction projects is currently insufficient as they do not provide a defensible basis of fundamental hydrology and hydraulics upon which one may rely for design and implementation.

Many roads are overtopped by floodwater even in moderately small precipitation events, posing a safety hazard for evacuation and emergency vehicles due to road closures. Recent flood events in 2017 and 2019 damaged agricultural drainage and infrastructure, commercial and residential structures, and caused erosion and sedimentation along irrigation canals, roadside ditches, and sloughs. Significant flooding occurs most rainy seasons and damage has been observed from floods smaller than the 10-year flood event. One source of flooding is from local rainfall runoff which ponds in the low areas of the

valley in agricultural fields, roads, and near residences. The ponded water cannot drain off until the water level in the adjacent ditches or sloughs recedes. A second source of inundation is overflow from sloughs that are not large enough to convey the drainage waters. A third is overflow from slough channels caused by water backing up behind downstream structures (i.e., bridges or culverts that are narrower than the channel) or channel blockages (e.g., unmaintained slough vegetation).

Geographic area to be studied (study area) encompasses 58,000 acres and - includes the valley floor area bounded by CR 89 (west), CR 25 (north), SR 113 (east), and Putah Creek (south). See Figure 1, below.

Figure 1. Study Area



2. VENDOR MINIMUM WORK REQUIREMENTS:**Contractor/Consultant shall:**

- a. Provide an evaluation of interior drainage facilities and flood control infrastructure within the described study area to inform conveyance, capacity, serviceability, and condition for the purpose of describing and predicting how the watershed and stream/canal/slough system reacts to rainfall events and show the inundation of the study area in the 100-year event. Provide land use and topographical mapping in combination with engineering techniques to determine how much of any given rainfall event will migrate through the watershed and its tributaries into the stream/slough/canal corridor and/or spill over its banks and into neighboring communities. The study shall be performed to quantify the volume flow rate of water draining from watershed (i.e., drainage area), and determine (quantify) the extent, depth and velocity of flow and forces from flowing water on a surface or at hydraulic structures under existing conditions.
- b. Examine and perform an evaluation of historic rainfall events, system performance, historic damages to infrastructure (including but not limited to residential, commercial, agricultural, and critical facilities) because of interior drainage and flood control facility performance in order to determine probable storm and flood events that are expected to occur in the study area watershed.

Perform hydrologic and hydraulic analysis (refer to the [Guidelines for Yolo County Drainage Study Reports](#) for general guidance) to determine a recurrence interval for rainfall events where damages (flooding or other poor performance) have occurred in the project area. This will be informed by recent rainfall events in 2017, 2019, and potentially other events wherein the project facility conveyance and/or internal drainage capacity had been exceeded resulting in interior shallow overland flooding. It is suggested that the County of Yolo Improvement Standards, California Central Valley Hydrology Study, NOAA Atlas 14 or similar manual be considered for evaluating rainfall recurrence intervals. Once completed, a minimum of two (2) recurrence intervals will be selected to develop a damage area.

- c. Utilize the results of the H&H study to provide the County with the modelled capacity (volume and flow rate) of identified County infrastructure such as roadside ditches, as well as the modeled capacity (volume and flow rate) of the sloughs/ditches/canals in the study area.
- d. Develop and evaluate an array of project alternatives to mitigate the identified damages within the study area as informed by the damage area. This process will include project ranking criteria such as cost, environmental impact, permitting, and implementation schedule.
- e. Work with County staff and stakeholders to screen the alternatives for feasibility based on cost, ability to implement, and effectiveness.

- f. Complete a concept level design for the selected alternative to inform economic analysis
- g. Complete an economic analysis to develop a benefit cost ratio for the selected project alternative(s).

3. VENDOR ADDITIONAL WORK TASKS

a. Task 1: Project Coordination and Stakeholder Outreach

1.1.1 Refine Limits of Study Area with Yolo County

This task includes refining and confirming the limits of the study area with Yolo County and other stakeholders with a realistic goal of mitigating flood risk for up to 100-year level of protection for the study area.

1.1.2 Stakeholder Outreach

Yolo County and the contractor will identify key stakeholders including agricultural interests, property owners, and businesses in the study area. Stakeholders will also likely include Caltrans (State Routes 505, 113 and 16), Yolo County Flood Control and Water Conservation District, California Department Water Resources, California Department of Fish and Wildlife, the US Army Corps of Engineers, and the Bureau of Indian Affairs (Indian Health Services). This task includes coordinating with stakeholders throughout the development of the feasibility investigations and through the preparation of the draft and final feasibility reports. Formal, scheduled check in meetings with the stakeholders (residential, agricultural, and regulatory) shall occur at a minimum of three times during the project duration:

- At project initiation, to seek observations related to extent of flooding, damages, etc.
- Prior to finalization of draft H&H study, to seek feedback on accuracy and solicit mitigation alternatives
- After screening of alternatives to present structural and non-structural mitigation concepts that bear further study and analysis for final feasibility report

This subtask could involve multiple in-person and virtual meetings with several groups.

b. Task 2: Identify Problems and Opportunities

2.1 Identify Flooding Problems and Issues

Preliminary review of various studies in the area have been completed and provided the following recommendations. Prior to developing any structural or policy modifications intended to reduce flood risk in this particular region, the County and impacted stakeholders need to consider that multiple factors have cumulatively resulted in the current condition and that no single flood risk reduction approach is immediately implementable at this time that would completely resolve flooding issues. Any substantial change to the hydrologic landscape in the form of re-routed runoff, berms, culverts, or other potential solutions would require an evaluation of pre-project and post-project changes and potential impacts to other interested parties both upstream and downstream of this region. The agreed scope with contractor shall include any necessary field visits to verify conditions.

The ability to rely upon previous studies to initiate design and construction of flood risk reduction strategies is insufficient as they do not provide a defensible basis of fundamental hydrology and hydraulics upon which one may rely for design and implementation. Therefore, the County seeks to initiate a new reconnaissance/feasibility level flood risk reduction study to investigate flood risk reduction concepts, estimate cost and benefits, and identify potential environmental impacts. Hydrologic and hydraulic models recommended above will be used to develop and evaluate a flood risk reduction strategy on both a regional and local level.

- Local Level – Engage with stakeholders to identify flood risk reduction concepts to investigate. Options to reduce flood risk that require further investigation include the development of a berm system to redirect flows and development of an improved conveyance facilities upstream and downstream of impacted areas. The latter may include improving existing channels and/or developing new conveyance channels.
- Regional Level – Revisit the concept of a diversion channel to Putah Creek. Additionally, consider developing various detention/retention options upstream of impacted areas. There may also be an opportunity to initiate a region-wide program to develop a comprehensive drainage plan for the area.
- Investigate options with state and federal entities that provide technical and financial support to areas in this region that are not currently addressed by flood risk reduction facilities and programs.

2.2 Identify Opportunities, including Non-Structural Alternatives

Preliminary review of various studies in the area has been completed and have identified the following potential opportunities. Strategies included diversion channels, small-scale detention ponds, channel modification (clearing or widening), and construction of additional levees. The most popular solution evaluated that could have a larger effect on the project area is a diversion channel which could divert water from Moody/Dry Slough directly into Putah Creek.

Additionally, several non-structural and policy recommendations have been made in the previous studies. These include the recommendation for increased public

outreach on flood risk and management and updating Yolo County hydrologic methodology and design criteria. Regional watershed management and changing agricultural practices to increase infiltration have also been proposed as additional flood reduction strategies but require further investigation to quantify flood impacts for the Plainfield region.

c. Task 3 Quantify Flood Risks and Potential Flood Damages

3.1 Quantify Current Flood Risks and Damages

The contractor shall quantify the existing flood risks and potential damage under existing conditions within the project area. This may be accomplished via a flood risk exposure analysis (a simplified version of a HEC-FDA Expected Annual Damages - EAD Assessment) under existing conditions that will indicate the likely losses to lives, property improvements, building improvements and contents, and infrastructure. Some of this information may be readily available from previous studies. Methodology may include some or all of the following:

- Analysis documenting the extent, depth, and duration of flooding in the region to establish an existing condition. This analysis will also help inform the source of flooding and potential causes of flooding.
- Develop a new regional hydraulic model of the channels and floodplain using HEC-RAS that will be utilized to screen flood risk reduction options.
- Review and refine the regional hydrologic model developed as part of CA DWR (2013) to ensure accuracy and that it meets the County's hydrologic standards.
- Initiate a new reconnaissance/feasibility level flood risk reduction study to investigate flood risk reduction concepts, estimate cost and benefits, and identify potential environmental impacts.

d. Task 4 Formulate Alternatives to Reduce Flood Risk

4.1 Formulation of Structural Alternatives

The contractor will develop and investigate structural alternatives identified as opportunities and may consider additional alternatives that arise through stakeholder outreach and identified as flood risk reduction concepts to investigate. Analysis will include investigating flood risk reduction concepts, cost estimate(s) and benefits, and identify potential environmental impacts.

4.2 Formulation and Advancement of Non-Structural Alternatives

The consultant will develop and investigate non-structural alternatives identified as opportunities and may consider additional alternatives that arise through stakeholder outreach and identified as flood risk reduction concepts to investigate. Analysis will include investigating flood risk reduction concepts, cost estimate(s) and benefits, and identify potential environmental impacts.

4.3 Formulation/Inclusion of Potential Multiple Objective/Benefits

While initiating the public engagement and stakeholder process in Task 1 above, the County and the consultant will conduct a multi-criteria analysis of all feasible alternatives and will recommend one or more alternatives which may be a mix of structural and non-structural approaches that will reduce flood risk. The consultant will also investigate the potential to integrate multiple objective features in an effort to attract as many funding sources as possible.

e. Task 5 Evaluate and Select Preferred Alternative(s)

5.1 Evaluation of Alternatives

The consultant will evaluate both structural and non-structural alternatives focused on mitigating flood damages routinely experienced in the area. Evaluation will include costs, benefits, environmental constraints and potential funding sources. The consultant will also perform a trade-off analysis prior to selecting the preferred alternative or suite of alternatives. The analysis will consider all benefits associated with the alternatives being considered for evaluation. The analysis shall be a systematic approach to balance trade-offs between objectives, such as minimizing cost and maximizing performance. The analysis should determine the effect(s) of decreasing one or more key factors and simultaneously increasing one or more other key factors to inform decision making.

c approach to balance trade-offs between objectives, such as minimizing cost and maximizing performance. The analysis should determine the effect(s) of decreasing one or more key factors and simultaneously increasing one or more other key factors to inform decision making.
s to inform decision making.

The consultant will conduct the trade-off analysis efficiently and will consider the most important performance objectives first before looking into the supporting objectives. The County recognizes that this is an iterative process in order to perform a detailed and thorough analyses. The trade-off analysis will be built on evaluation of flood risk reduction in terms of improvements in annual frequency of flooding for consideration of public safety and economic benefits for both structural and non-structural alternatives. The analysis will include incremental assessments, where necessary, to ensure the preferred structural alternative is robust and optimal; and that public flood risk reduction and safety, environmental stewardship, and economic stability benefits are clearly obtainable and sustainable with implementation of the preferred alternative.

Through the consultant's review and evaluation of alternatives, environmental impacts and constraints will be identified for each of the alternatives, including constructability, estimated schedules and costs for implementation of the alternatives. This information will be used as part of the process to select the preferred alternative. Stakeholder input shall be considered in the evaluation of alternatives.

The evaluation of non-structural alternatives identified above will be evaluated and compared relative to which alternatives are most cost effective at reducing the risk of flooding and that can be easily implemented by the community and stakeholders. These alternatives may be recommended as standalone flood risk

reduction measures or combined with structural alternatives to maximize project benefits.

f. Task 6 Prepare Draft Feasibility Study Report and Strategic Permitting Plan

6.1 Draft Feasibility Study Report (FSR)

The Draft FSR will identify preferred structural and non-structural elements, will compare implementation costs and schedules, and identify local funding requirements. The Draft FSR will also include technical appendices for:

- hydrologic/hydraulic investigations,
- an environmental risks and opportunities analysis,
- cost estimates of identified structural and non-structural alternatives and solutions, and
- a preliminary benefit to cost analysis of the selected alternative(s).

6.2 Strategic Permitting Plan

The Draft FSR will include a section describing a strategic permitting plan. The strategic permitting plan (plan) will list all the regulatory agency permits and approvals that can be anticipated for the preferred alternative(s) (based on the engineering project description and any conceptual or better designs); identify any additional studies and documents needed to support the permit and approval applications; provide reasoning why the documents, permits, and approvals would be required; estimate a schedule for preparing and securing permits and approvals, and include a cost estimate associated with completing all necessary studies, permit applications, and consultations with agencies/stakeholders identified for the preferred alternative. The plan will also provide a discussion on anticipated mitigation needs based on the regulatory permits and present alternatives for satisfying the mitigation requirements.

g. Task 7 Stakeholder Review of Draft Feasibility Study Report

The consultant will allow stakeholders an opportunity to provide input and comments. Stakeholder input and review comments would be solicited over a period of 90 days period prior to developing a final feasibility study report.

h. Task 8 Prepare Final Feasibility Study Report

8.1 Incorporate Stakeholder Input and Review Comments

The consultant will incorporate comments received during a public comment and review period identified above into the FSR.

8.2 Finalize Feasibility Report

The consultant, with County direction, will finalize the FSR, inclusive of the technical appendices identified and necessary, and would develop prioritization steps for implementing structural and non-structural solutions for reducing flood risks to the study area.

This first phase will not include a CEQA/NEPA evaluation as no preferred alternatives will have been selected until the conclusion of this effort. A second phase may include an evaluation of alternatives with preliminary design, cost estimating, CEQA/NEPA evaluation, and permitting approaches to determine viability and cost benefits. As such, this first phase will not result in a shovel-ready project(s) and will not result in vendor selection for construction.

4. DELIVERABLES:

Task	Deliverable
1.1	Memo clearly defining the limits of the study area of the feasibility report
1.2	Schedule of check-in meetings and list of stakeholders
2	Memo defining flooding problems and issues, and identifying opportunities
3.1	Hydrology & Hydraulics Study
6.1	Draft Feasibility Study Report
6.2	Strategic Permitting Plan
7	Matrix of draft FSR comments received, including brief analysis of subject matter and whether comments will be integrated into report
8	Final Feasibility Study Report

5. VENDOR MINIMUM QUALIFICATIONS:

- a. Vendor shall have a minimum of five (5) years’ experience performing evaluation of drainage facilities and flood control infrastructure within the California Central Valley consistent with USACE, FEMA, and/or DWR guidelines.
- b. Vendor must have a minimum of three (3) years’ experience in H&H study development and applying HEC-HMS and HEC-RAS models (or other industry standard methods) within the California Central Valley.
- c. Vendor shall have five (5) years’ Planning and feasibility experience consistent with applicable Federal Guidance.
- d. Vendor shall have experience in FEMA compliant economic analysis (FEMA Go 6.0 or applicable).
- e. 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.

- f. 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.
- g. 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.

6. 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.

7. 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 FEMA Phase 1 of the Rolling Acres Hydrologic and Hydraulic Study Services described herein. Contract shall cover FEMA Phase I project for a three (3) year term, based on the work requirements of these services. The contract may be extended for up to an additional 12 months. 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.

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

AUGUST 2, 2024

EXHIBIT B



**RFP Response for Rolling Acres Hydrologic &
Hydraulic Study Services**

RFP No. GSDRFPKK2445

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

Bid GSDRFPKK2445

Rolling Acres Hydrologic & Hydraulic Study Services

Bid Number **GSDRFPKK2445**
Bid Title **Rolling Acres Hydrologic & Hydraulic Study Services**

Bid Start Date **Jul 2, 2024 3:31:29 PM PDT**
Bid End Date **Aug 2, 2024 4:00:00 PM PDT**
Question & Answer End Date **Jul 23, 2024 4:00:00 PM PDT**

Bid Contact **Karen Kawelmacher**
Lead Buyer
530-666-8073
karen.kawelmacher@yolocounty.org

Contract Duration **3 years**
Contract Renewal **1 annual renewal**
Prices Good for **120 days**

Bid Comments **The County of Yolo is requesting proposals from qualified firms to provide Hydrologic & Hydraulic Study Services for Central Yolo County for the Community Services Department per specifications outlined in this Request for Proposals (RFP).**

Proposers who submit a response to this RFP must have the ability to meet the bid specifications and requirements, including Terms and Conditions contained in this RFP.

All questions regarding this RFP are to be directed to Karen Kawelmacher in the "Question & Answer," section of this solicitation. Failure to adhere to this process may disqualify potential bidder. The County is not responsible for any oral or written interpretations from any other person.

Please submit all proposals electronically via BidSync.

The County of Yolo advises that interested parties periodically check the websites, including but not limited to BidSync, and/or other county links for modifications. The County of Yolo is not responsible for misunderstandings of a solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to solicitation documents, and/or other information regarding this solicitation. Failure to periodically check these websites will be at the offeror's sole risk.

Item Response Form

Item **GSDRFPKK2445--01-01 - Rolling Acres Hydrologiv & Hydraulic Study Services**
Quantity **1 each**
Unit Price
Delivery Location **Yolo County**
No Location Specified

Qty 1

Description

Rolling Acres Hydrologic & Hydraulic Study Services- Note to Proposers :

In order to submit your proposals through this site, you must enter at least a quantity and cost of 1 in this section. All Exhibits and required information must be uploaded to this site in order for your submittals to be responsive.



Water Resources ♦ Flood Control ♦ Water Rights

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 – Transmittal Letter

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 Proposal Response for Rolling Acres Hydrologic and Hydraulic Study Services for Central Yolo County (RFP#GSDRFPKK2445)

Dear Ms. Kawelmacher:

MBK Engineers (MBK) values the opportunity to provide our expertise and support to Yolo County (County) in preparing a feasibility study to mitigate flood damages in Central Yolo County. We will build upon our previous efforts to perform hydrologic and hydraulic modeling, develop alternative solutions that mitigate flood damages, perform modeling analyses, and conduct a cost benefit analysis to identify the mitigation activities and permitting strategy that meets FEMA's hazard mitigation assistance program requirements.

As part of our response to Request for Proposal (RFP) No. GSDRFPKK2445, 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 meets the minimum qualifications stated in this RFP and understands the work necessary to perform the requested services. As signatory of this document, I have over 27 years of experience managing water resource studies and projects, and am MBK's designated primary point of contact. I have 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

Table of Contents

Exhibit A – Transmittal Letter	i
Exhibit B – Proposal Questionnaire.....	1
1. General Company Information	1
<i>a. General Company Overview.....</i>	<i>1</i>
<i>b. Agency Background and Depth of Ability to Ensure Services are Provided</i>	<i>2</i>
2. Experience and Qualifications.....	5
<i>a. Summary of the Firm’s Experience Over the Past Five-Years Providing Similar Services.....</i>	<i>5</i>
<i>b. Statement Confirming Business Status</i>	<i>7</i>
<i>c. FEMA Statement.....</i>	<i>7</i>
<i>d. Key Staff</i>	<i>8</i>
<i>e. Subconsultant Statement.....</i>	<i>11</i>
<i>f. Knowledge, Expertise and/or Experience Performing Evaluation of Drainage Facilities and Flood Control Infrastructure</i>	<i>11</i>
<i>g. Five (5) Years of Planning and Feasibility Experience</i>	<i>12</i>
<i>h. Experience in FEMA Compliant Economic Analysis.....</i>	<i>14</i>
<i>i. Past Performance</i>	<i>14</i>
3. Responsiveness/Responsibility	15
4. Project Understanding	16
5. Project Timeline	18
6. References	19
7. Cost Proposal Worksheets	19
Exhibit C – Cost Proposal Worksheet	20
Exhibit D – Customer References	21
Exhibit E – Signature Page	22
Exhibit F – Non-Collusion Non-Conflict of Interest Statement	23
Exhibit G – Exemptions to Sample Agreement.....	24
Exhibit H – Anti Lobbying Certification.....	25

Exhibit B – Proposal Questionnaire

1. General Company Information

MBK Engineers (MBK) has a thorough knowledge of the flood control features, their history, operations and maintenance, and flood risk remediation efforts throughout Northern California, including all of Yolo County (County). Related specifically to this Request for Proposal (RFP), the MBK staff have extensive, recent, experience regarding the multiple studies and projects addressing flooding within Central Yolo County in the specific area of Rolling Acres, West Plainfield, Northwest Davis, Madison, Esparto, and surrounding areas along Cache Creek. We also have experience with other flood risk management studies for communities throughout the County including Yolo, Woodland, West Sacramento, Knights Landing, and Clarksburg. MBK also has extensive experience in water rights and water supply, and has worked closely with the Yolo County Flood Control and Water Conservation District (YCFCWCD), assisting with both flood control and water supply as well as with numerous local property owners on their water rights.

MBK's institutional knowledge of the area, in addition to the technical experience the firm has previously provided to Yolo County, ensures that MBK is able to immediately and seamlessly begin assisting Yolo County with the management of and performing the hydrologic and hydraulic study, design and evaluation needs of the project. This includes our ability to continue with facilitation of public meetings with landowners, agricultural operators, and businesses impacted by periodic flooding in the region. MBK also recently completed the *Rolling Acres Hydrology and Hydraulics Study*, which reviewed all existing data within the past 50 years and provided recommendations to address periodic flooding for the County and those impacted.

a. General Company Overview

Located and founded in Sacramento, California in 1960, MBK Engineers is a client-based, independent, consulting firm. MBK assists 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 customers 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:

- Hydrology and Hydraulics (H&H) Studies.
- Flood Management Studies, including Federal Emergency Management Agency (FEMA) Accreditation and Urban Levee Design Criteria (ULDC) evaluations.
- Project Management and Planning, U.S. Army Corps of Engineers (USACE) and State of California led Feasibility Studies, Design, Construction Oversight for Multi-benefit Projects, and Grant Administration.
- Reservoir Operations Studies.
- USACE Section 10, Section 404, and Section 408 permits and permissions.
- Central Valley Flood Protection Board (CVFPB) permits.
- RD and Irrigation District engineering services.

- Water Rights.
- Assists in compliance with Water Resource Laws, Regulations, Permitting and Policies.
- Water Transfers.
- Groundwater Analysis and Management.
- Expert Witness Testimony.

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

MBK's strong technical contributions have been used to support agencies in their evaluations of flood risk reduction alternatives. MBK focuses on designing projects that are cost effective, while also meeting all the project goals and objectives, within budget, and on schedule. MBK assists our clients by implementing flood risk reduction projects, through our well-qualified internal team of 60 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; working with federal, state, and local agencies, as well as working with local stakeholders in order to successfully navigate the institutional barriers of project delivery.

For several years, MBK's Senior Project Manager, Tom Trexler, was engaged with Yolo County and the Yolo County Flood Control & Water Conservation District to advance multiple flood risk reduction strategies within the Flood Safe Yolo 2.0 (FSY 2.0) program. This program, funded by both agencies, sought to identify and remedy as many flood issues as possible within Yolo County and specifically within Central Yolo County. During his 4-year tenure with FSY 2.0, Mr. Trexler acted as an extension of County and YCFCWCD staff to provide a range of services, including public outreach, interface with elected officials, participation in various committees and subcommittees, and directing preparation of various technical documents to establish a defensible pathway forward on flood-related issues.

FSY 2.0 was the precursor to this current Hazard Mitigation Grant Program (HMGP) grant, and it was designed/envisioned by the various interested parties to advance the tremendous efforts to date with a dedicated update to the H&H model in the region as well as inclusion of a number of potential projects designed to reduce flood risk in Central Yolo County. Our team is prepared to immediately pick up where we left off, which essentially entails reengagement with interested parties to describe this scope of work; revisit the reasonable range of previously discussed flood risk reduction alternatives; discuss additional alternatives; perform technical analyses of the hydrology and hydraulics, inclusive of the alternatives; perform a cost benefit analysis; and develop a complete draft and final Feasibility Study and Strategic Permitting Plan to describe a range of implementation strategies in a cost-effective manner, and meet state and federal policies and regulations.

In addition to our efforts with FSY 2.0, 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.

i. Number of Employees

MBK Engineers employs 60 individuals across our five workgroups and administrative teams.

ii. Describe Your Agency and Include an Organizational Chart

MBK Engineers is divided into five (5) work groups (Flood Management, Hydrology and Hydraulics, Delta, 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).

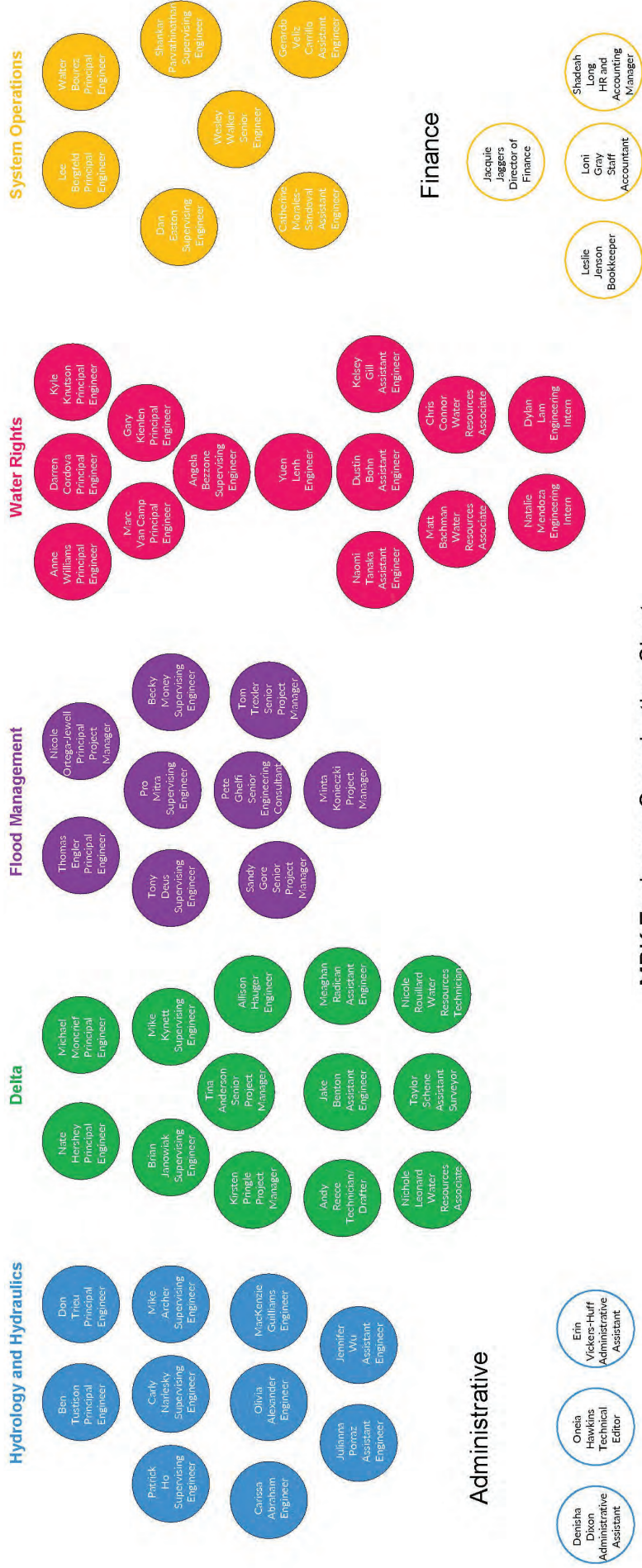
MBK is owned and led by ten Principal Engineers and one Principal Project Manager, over half of whom support local flood control agencies and Reclamation Districts (RDs). The Flood Management group is comprised of Supervising Engineers and Senior Project Managers that have decades of experience in assisting clients in managing and developing multi-benefit projects while actively communicating flood risk and assisting community members and diverse stakeholder groups in developing viable solutions. The H&H group at MBK has prepared numerous H&H studies throughout the California Central Valley, to help clients plan, permit, design and construct flood risk reduction projects. MBK Engineers has led and participated in several local, state, and federally led Feasibility Studies.

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 Engineers Organizational Chart



2. Experience and Qualifications

MBK Engineers employs a team of experienced individuals, many of whom have direct experience working for Yolo County. The MBK Team, led by the key personnel in Section 2.d., have firsthand experience with the flooding concerns in Central Yolo County, and have assisted and advised the County as its levee engineer. MBK has provided technical assistance by planning and implementing improvements, as well as through performance of operations and maintenance for both the Cache Creek levee at Huff's Corner and the CSA-6 levee of the Knights Landing levee system. MBK has also assisted Yolo County in implementing small projects to reduce flood impacts in Madison and Esparto. The following sections provide details regarding MBK's experience and qualifications performing services similar to those requested for this proposal.

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

The MBK Team has extensive planning and feasibility study experience. Examples of flood risk management planning experience in the last 5 years include our efforts under the Flood Safe Yolo 2.0, leading the study teams and performing the H&H modeling on six separate feasibility studies funded by the California Department of Water Resources (DWR) Small Community Flood Risk Reduction feasibility studies, the Yuba Goldfields Multi-Benefit Feasibility Study, and the Yuba River North Training Wall Project. MBK has also served as the lead, since their inception, for both the Lower Sacramento-Delta North (LSDN) and Feather River Regional Flood Management Planning groups.

Flood Safe Yolo 2.0

Contract Value: \$200,000

Project Timeline: 2019 through 2021

Project Owner: Yolo County and Yolo County Flood Control & Water Conservation District

Project Location: Central Yolo County

Contact Information: Yolo County Natural Resources Manager – Elisa Sabatini, 530-666-8775, elisa.sabatini@yolocounty.org and Yolo County Flood Control & Water Conservation District General Manager – Kristin Sicke, (530) 662-0265 ext. 112; ksicke@yfcwcd.org

Project Role(s): Presently, and over the past five years, MBK Engineers has performed project management, engineering services and flood related studies for the following public entities, and funding and/or grant programs: Flood Safe Yolo 2.0 was the vision of the former YFCWCDC General Manager Tim O'Halloran and former Yolo County Chief Administrative Officer Patrick Blacklock. It was funded by matching resources from both agencies between 2019 and 2021. Responsibilities have been organized below to highlight the correlation of this work to that requested in this RFP:

- Initiate and facilitate public outreach to impacted residents and businesses in the greater region of Rolling Acres, West Plainfield, and Northwest Davis.
- Develop a range of considerations in the areas above to provide potential flood risk reduction.
- Participate monthly with senior staff at Yolo County and YFCWCDC to report on progress, provide recommendations, and receive direction on next steps.
- Upstream of the areas mentioned above, Mr. Trexler and the MBK team were fundamentally engaged in similar activities including design and implementation of flood risk reduction features

in the general vicinity of Esparto and Madison, which included consideration of areas into the Coast Range.

Small Community Flood Risk Reduction Feasibility Study (Knights Landing, Yolo, Clarksburg, Nicolaus, Rio Oso and Wheatland)

Contract Value: \$500,000 (each community studied)

Project Timeline: October 2017 through October 2020

Project Owner: Yolo County, Sutter County and City of Wheatland

Project Location: Town of Knights Landing (Yolo County along the Sacramento River, and Knights Landing Ridge Cut, northwest of the Yolo Bypass); Town of Yolo (Yolo County, along the Cache Creek); Clarksburg (Yolo County, along the Sacramento River south of the City of West Sacramento); Town of Nicolaus (Sutter County, along the Feather River, north of the confluence with the Sacramento River), Town of Rio Oso (Sutter County, along Bear River) and City of Wheatland (along the Bear River and Dry Creek).

Contact Information: Yolo County Natural Resources Manager – Elisa Sabatini, 530-666-8775, elisa.sabatini@yolocounty.org; Sutter County Studies – Nick Ramos, 530-822-4407, nramos@co.sutter.ca.us

Project Role(s): MBK led a team of consultants for each of these Small Community Flood Risk Reduction Feasibility Studies. MBK performed the H&H modeling on each of these studies to assist the consultant team in identifying structural and non-structural flood risk reduction actions. The teams evaluated all alternatives, compared implementation costs, benefits, and schedules; and identified local funding requirements to implement project alternatives. Alternatives were developed to address flood risk to each of the respective small communities and surrounding agricultural lands and evaluated multi-benefit elements such as providing safe access to the adjacent waterways and improving riverine habitat viability. The preferred alternatives for each study included a structural flood risk reduction alternative combined with several non-structural recommendations along with plans for phased implementation. The effort from the Knights Landing feasibility study was later used to support implementation under a FEMA Hazard Mitigation Grant Program grant, which was awarded and is now underway.

Yuba Goldfields Multi-Benefit Project Feasibility Study

Contract Value: \$600,000

Project Timeline: November 2022 through December 2023

Project Owner: Three Rivers Levee Improvement Authority

Project Location: Yuba County Near Marysville

Contact Information: Executive Director – Kevin Mallen (530) 749-784, kmallen@co.yuba.ca.us

Project Role(s): MBK managed a consultant team, prepared the H&H modeling and wrote the Multi-benefit Project Feasibility Study to identify a multi-benefit project in the Goldfields, along the south side of the Yuba River in Yuba County, that would reduce flood risk in the communities downstream of the Goldfields and enhance habitat along the Yuba River. The Goldfields Multi-benefit Project Feasibility Study is very similar to the Rolling Acres Hydrologic and Hydraulic Study, as described in the Notice of Request for Proposals.

As part of the feasibility study, MBK was the consulting team lead in developing and writing the study as well performing the H&H modeling to evaluate the interior drainage, existing flood control infrastructure, and quantify flood risk in communities downstream of the Goldfields to determine risk and benefits of the project. MBK also worked with resource agencies and non-governmental organizations (NGOs) to develop ecological uplift opportunities and benefits. To solicit stakeholder input, MBK facilitated a planning charrette with the various stakeholders, NGOs, and interested agencies which was held during the process to develop alternatives. The draft study was distributed to the charrette invitees for review and comment. Flood risk reduction, habitat enhancement, and land/mining rights sustainability objectives were established to guide development of project alternatives. A range of alternatives were developed and evaluated in the context of the objectives for the project. The evaluation of alternatives included development of a hydrologic dataset and a hydraulic analysis of each project alternative. A preferred alternative was selected, next steps were outlined, and final recommendations were provided in the report. Federal and State grant funding is being pursued to advanced preliminary design of the preferred alternative.

Three Rivers Levee Improvement (TRLIA) – Yuba River North Training Wall Project

Contract: Design and Permitting \$1.1M; Design and Construction Completion \$12.5 million

Project Timeline: 2019 through Present

Project Owner: TRLIA

Project Location – Yuba River Goldfields at Daguerre Point Dam

Contact Information: Executive Director – Kevin Mallen (530) 749-784, kmallen@co.yuba.ca.us

Project Role(s): MBK provided project management for a multi-discipline engineering and construction team, as well as providing the H&H modeling support for the project. MBK has provided project and program management as well as H&H services for an extensive range of TRLIA projects within Yuba County, which supports TRLIA's goal of flood risk reduction project implementation. MBK has provided continuous project and program management of the design and construction team for the duration of the project. Tasks included schedule management, subject matter expert review, design team coordination, stakeholder outreach, and landowner coordination. MBK managed the internal quality assurance (QA) process for hydraulic modeling while working with each of the subconsultant team members' QA process. The project also included a Safety Assurance Team of experts for geotechnical, hydraulic, and civil engineering quality control review. MBK held routine team meetings, which included a combination of virtual and in-person meetings. Key challenges included coordination with the CVFPB through the encroachment permit process and gaining landowner support. MBK held monthly meetings and regularly communicated with landowners to discuss project needs in consideration of landowner concerns.

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

MBK is owned and led by ten principal engineers and one project manager, over half of whom support local flood control agencies and Reclamation Districts. These MBK principals have a significant amount of experience working on Project Planning and Formulation, Hydrology and Hydraulics, Engineering Design and Cost Estimates and Project Management. The following MBK Key Staff members are expected to provide support to the county to fulfill any tasks requested for this effort. Nicole Ortega-Jewell will serve as the Principal in Charge and Tom Trexler will be the Project Manager. Key Staff bios are below, and resumes and certifications for key personnel and support staff have been included in this RFP response submittal as Attachment C. An organizational chart for the project team is included as Figure 2.

Nicole Ortega-Jewell, PMP: 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.

Tom Trexler: Tom Trexler is a Senior Project Manager responsible for the overall management of multi-disciplinary teams, related to the preparation of planning studies and products, to support local agencies with water resources and in reducing flood risk.

Tom has over 30 years of experience, which includes 25 years of consulting experience in California's Central Valley. As a technical expert in fluvial geomorphology, environmental planning, engineering coordination and California Environmental Quality Act (CEQA) he is involved with and directs projects that are complex and have statewide and western-region scope. He also has extensive experience integrating regulatory requirements of various federal and state agencies including USACE, DWR, California Department of Fish and Wildlife (CDFW), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Services (NMFS), CVFPB, and the Regional Water Quality Control Board (RWQCB). His responsibilities include seamless integration of multiple services on projects that include engineering design, planning, regulatory approvals, and implementation/operations.

Thomas Engler, P.E., CFM: 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 System Wide Improvement Framework (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.

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

Patrick Ho, P.E.: Patrick Ho is a Supervising Engineer with MBK Engineers. Patrick originally joined MBK in 2011, and has worked for MBK for 11 years. Patrick specializes in hydrologic and hydraulic analyses, and his project experience includes hydraulic and systemwide analyses of projects relating to channel restoration, floodplain reactivation, floodway obstructions, and improvements to levee alignments. Patrick also has extensive experience with reservoir operations and systemwide analyses of the Central valley Project (CVP) and State Water Project (SWP), which includes expertise in both flood control and water supply planning.

Anthony Deus, P.E.: 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. Tony also provides project and grant management for several FEMA grants under the HMGP and Building Resilient Infrastructure and Communities Program (BRIC).

Minta Konieczki: Minta Konieczki is a Project Manager at MBK Engineers where she works with the Flood Management group. Minta has over 16 years of experience in planning, modeling, and environmental compliance. She has extensive experience with flood management, river and floodplain restoration, CEQA compliance, and permitting. While at her previous employer, Minta worked on the Central Valley Flood Protection Plan (CVFPP) team and was a member of the Feather River Regional Flood Management Plan (RFMP) Regional Working Group.

MBK ENGINEERS ORGANIZATION CHART

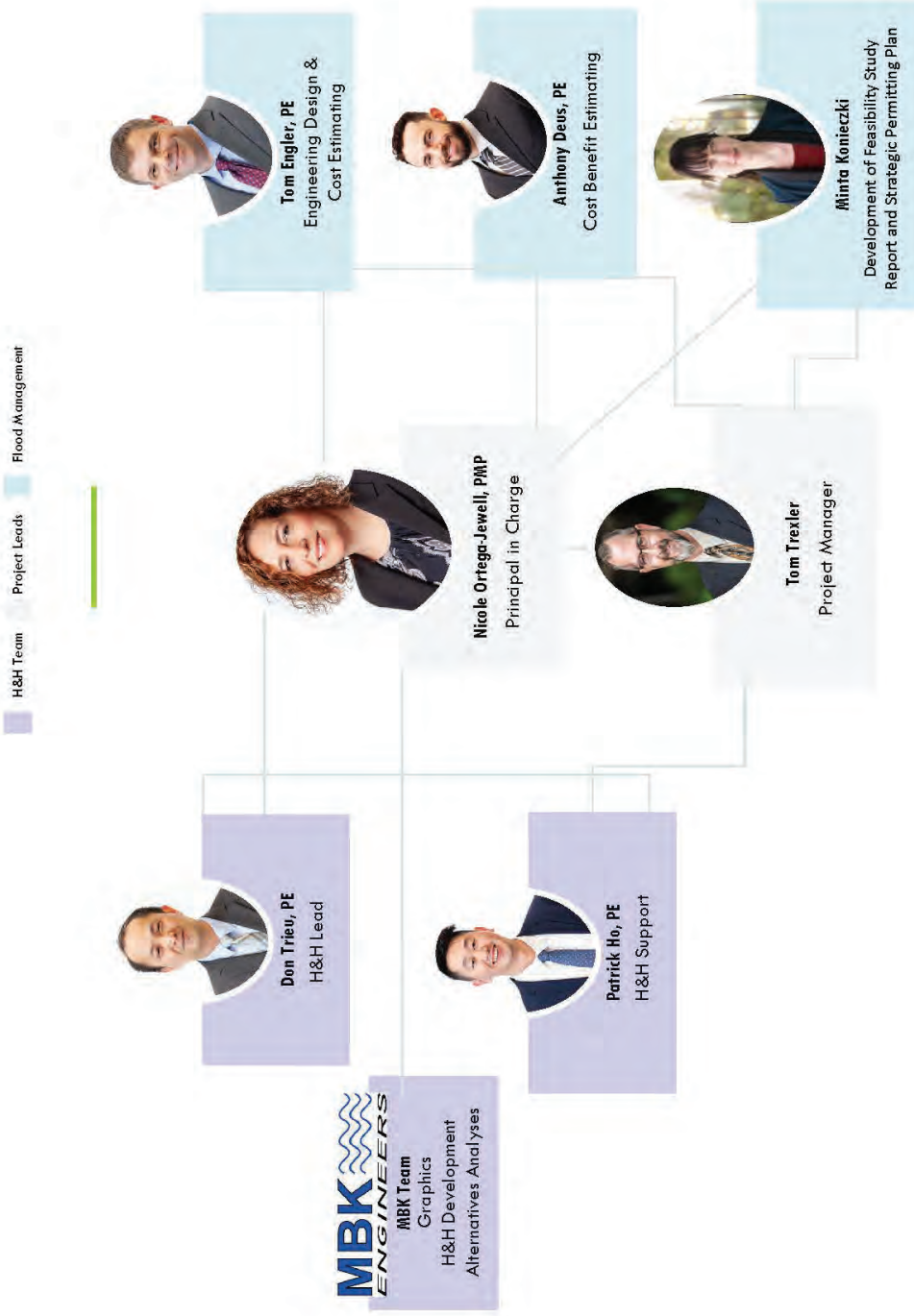


Figure 2. MBK Team Organization Chart

e. Subconsultant Statement

MBK Engineers is not including subconsultants as part of this submittal effort in order to promote efficiency.

f. Knowledge, Expertise and/or Experience Performing Evaluation of Drainage Facilities and Flood Control Infrastructure

Since 1960, MBK has succeeded in providing technical support to local maintaining agencies (LMAs) and public entities in operating, maintaining, and repairing drainage and flood control infrastructure throughout California, including the Central Valley, in accordance with State and Federal regulations. As District Engineer for numerous LMAs, MBK assists in performing inspections, preparing maintenance plans and investigations, as well as resolution of problems associated with irrigation and drainage facilities and their impact on flood control infrastructure. These services include survey and civil design of critical repairs, cost estimation, and State and Federal environmental permitting support.

MBK continues to support LMAs in design and implementation of levee and drainage infrastructure projects under the following programs:

- DWR Flood System Repair Project (FSRP)
- DWR Flood Maintenance Assistance Program (FMAP)
- DWR Deferred Maintenance Program (DMP)
- DWR Small Communities Flood Risk Reduction Program
- FEMA Disaster Assistance Program
- FEMA Hazard Mitigation Grant Program
- FEMA Building Resilient Infrastructure and Communities Program

As a part of these programs, MBK follows the applicable state and federal requirements to include USACE EM 1110-2-1913 Design and Construction of Levees; DWR – California Code of Regulations – Title 23 – Waters and FEMA – Hazard Mitigation Assistance Program and Policy Guide (FP-2006-21-0001); and FEMA’s mapping and levee accreditation program (44 CFR 65.10).

MBK has been instrumental in providing a wide array of engineering support services to support the State goal of achieving 200-year level of protection using the State’s ULDC for flood control facilities operating and maintained by the State and local flood control agencies. As a part of these efforts, MBK guided and assisted local flood control agencies through USACE feasibility studies aimed at federally authorizing flood risk management projects for construction.

MBK has demonstrated expertise in the USACE levee safety program, FEMA’s 65.10 requirements and has assisted communities in FEMA re-mapping efforts for obtaining FEMA’s 100-year Accreditation process for several communities in California, such as Hallwood, Wheatland, Sacramento, Lathrop and Santa Cruz, to name a few.

g. Five (5) Years of Planning and Feasibility Experience

Presently, and over the past five years, MBK Engineers has performed project management and engineering services to support the following planning and feasibility studies specific to Yolo County.

Flood Safe Yolo 2.0 was the vision of YCFCWCD former General Manager Tim O'Halloran and former Yolo County Chief Administrative Officer Patrick Blacklock. It was funded by matching resources from both agencies between 2019 and 2021.

During that time, Mr. Trexler performed as the Program Manager on behalf of the agencies and reported to Mr. O'Halloran and Mr. Blacklock. In addition, Mr. Trexler reported to their respective agencies' primary implementation staff – Elisa Sabatini, Yolo County Natural Resources Division Manager, and Kristin Sicke, YCFCWCD (former) Assistant General Manager and current General Manager.

Mr. Trexler's responsibilities included the following tasks and responsibilities, which have been organized here to highlight their direct relationship to this RFP:

- Initiate and facilitate public outreach to impacted residents and businesses in the greater region of Rolling Acres, West Plainfield, and Northwest Davis.
- Develop a range of considerations in the areas above to provide potential flood risk reduction.
- Participate monthly with senior staff at Yolo County and YCFCWCD to report on progress, provide recommendations, and receive direction on next steps.
- Upstream of the areas mentioned above, Mr. Trexler and the MBK team were fundamentally engaged in similar activities including design and implementation of flood risk reduction features in the general vicinity of Esparto and Madison, which included consideration of areas into the Coast Range.

As the FSY 2.0 Program began to wind down, a final push with remaining funds included an effort to respond to the impacted people of the greater region of Rolling Acres, West Plainfield, and Northwest Davis. It was concluded by elected officials, senior staff from both agencies, and the consulting team that it was critical to provide a defensible assessment of an approach to defining potential flood risk reduction options. The outcome was a comprehensive analysis of all available H&H studies/analyses in the area and concluded that although we studied and modeled in the past few decades, there was not enough recent (less than 20 years old) data to adequately design and implement projects. This Technical Memorandum, *Plainfield Studies Summary Report*, was developed by MBK staff. This document is the precursor to this HMGP grant as it outlined the next steps required to advance the goals to identify, consider, and ideally find a pathway to implement flood risk reduction projects in the region.

FSY 2.0 also funded and installed numerous stream/creek/slough water level monitoring systems at multiple locations in the watershed. The intent is to provide YCFCWCD and the County with "Real Time" updates at various critical locations in order to allow decision-making where possible to move flood flows in the most efficient method possible. It also provides the agencies with an ability to start tracking and predicting how the watershed reacts to various storm events as well as adapt to lessons learned from the data.

MBK supported the County of Yolo with summarizing hydrologic and hydraulic reports and studies conducted in the Plainfield vicinity over the last 50 years. Over 25 studies were found and summarized to help answer the following questions:

1. What is the purpose of the report?
2. What hydrologic and hydraulic models (i.e., software) were used, if any?
3. What are the extents of those H&H models?
4. What flow rates were computed and simulated in the hydraulic model?
5. What are the hydrologic standards used to compute the flow rates?
6. What are the conclusions or findings of the report?

Of all the studies reviewed, there were no studies that identified the cause of flooding in the Plainfield region nor analysis of the frequency, depth and duration of flooding specific to the Plainfield region. Most of the hydrologic analysis prepared used outdated hydrologic standards and outdated hydrologic models of the region. The studies evaluated many alternative flood mitigation and reduction strategies. Popular strategies included diversion channels, small-scale detention ponds, channel modification (clearing or widening), and construction of additional levees. The most common flood risk reduction feature evaluated that could have a larger effect on the Plainfield area is a diversion channel which could divert water from Moody/Dry Slough directly into Putah Creek.

After reviewing and summarizing the prior studies, MBK recommended that any substantial change to the hydrologic landscape in the form of re-routed runoff, berms, culverts, or other potential solutions would require an evaluation of pre-project and post-project changes and potential impacts to other interested parties both upstream and downstream of the Plainfield region. A new regional hydraulic model of the channels and floodplain using HEC-RAS was recommended to screen flood risk reduction options that would utilize regional hydrologic data developed by DWR. These technical studies will help inform a flood risk reduction study which would also include estimated cost and benefits and identify potential environmental impacts.

In conjunction with Yolo County's recent FEMA/California Office of Emergency Services (CalOES) HMGP Grants, MBK staff (led by Mr. Trexler) included engineering design and cost estimating for numerous projects in Central Yolo County in the Esparto/Madison region. The Team worked very closely with County and YCFCWCD staff to identify, design and implement numerous flood risk reduction projects that have proven effective through recent significant wet weather events. These include water diversion structures, barriers, channel modifications, culvert designs, bridges, and monitoring equipment. This RFP is a direct extension of those efforts, and our original team remains intact to pursue and advance the goals for this Project.

In addition to the above efforts highlighted in Central Yolo County, MBK performed similar services for other public entities. In the last five years, MBK has assisted local agencies in providing the H&H analysis and evaluation to support multiple FEMA benefit-cost analysis to support grant funding applications under the FEMA HMGP and BRIC Program. Analyses were prepared consistent with FEMA program requirements and guidance. Specific tasks included alternatives formulation and comparison, evaluation of damages and determination of project benefits, and preparation of cost estimates and methodology narratives to support the resulting benefit-cost ratio. Additional tasks within the benefit-cost analysis process included analyses of multiple design events, and levels of protection to effectively inform project scope, mitigation actions, and overall project cost.

During the past five years, MBK led the successful completion of six different multi-disciplinary study teams in the preparation of Feasibility Studies for the small communities of Knights Landing, Yolo,

Clarksburg, Rio Oso, Nicolaus, and Wheatland, totaling \$3 million. MBK led the plan formulation in recommending multi-objective preferred alternatives that reduce flood risk, enhance riverine habitat to sustain agriculture, and protect the small communities that support it. MBK also participated in leading public outreach and technical reviews for the City of Isleton and Sacramento County State funded small community studies (Courtland, Hood, Locke, Walnut Grove East, Walnut Grove West, and Ryde).

MBK led the plan formulation, performed the modeling, and assisted the Sacramento Area Flood Control Agency (SAFCA) with outreach of the Little Egbert Multi-Objective Feasibility Study, which recommended an alternative that reduced flood risk, sustained the regional agricultural economy, and enhanced tidal marsh habitat.

MBK led a team of consultants for the Three Rivers Levee Improvement Authority and prepared the 500-year Goldfields Multi-Benefit Feasibility Study, which recommended a \$158 million project and is currently under review by USACE.

Currently, MBK staff are leading the implementation efforts for two projects currently funded under FEMA's HMGP program: the Knights Landing Flood Mitigation and RD 1001 Auxiliary Pump Station projects. This includes assisting Yolo County and RD 1001, which requires coordination with FEMA, USACE, and CalOES, to secure CVFPB and USACE 408 Permissions on current designs.

h. Experience in FEMA Compliant Economic Analysis

MBK Engineers has performed FEMA Compliant Economic Analysis, submitted through FEMA GO or similar, utilizing the FEMA BCA Calculator V. 6.0 (or prior versions), for multiple grant sub-applications. MBK submitted sub-applications in the HMGP or BRIC programs for RD 1001 (Nicolaus, CA), RD 3 (Walnut Grove, CA), TRLIA – Yuba County, and Yolo County – Service Area No. 6 (Knights Landing). MBK performed the H&H modeling to support the benefit cost analysis for each of the sub-applications mentioned above and also for the Yuba Water Agency and SAFCA. MBK's support in preparing the economic analyses resulted in a total federal funding award of approximately \$50M for flood control infrastructure projects. Specifically, the project tasks included:

- Development and evaluation of project alternatives including comparative rankings.
- Determination of project costs including design, engineering, permitting, real estate and construction.
- Development of project damages and hazard assessment (flooding, rainfall, levee breach etc.).
- Evaluation of existing level of protection and with-project increases.
- Determination of project benefits to population/residents, critical infrastructure, and agriculture.
- Preparation of a benefit-cost ratio and supporting methodology narratives consistent with FEMA requirements utilizing the FEMA BCA Calculator Tool. V6.0.

i. Past Performance

MBK's team members have a vast depth of knowledge in flood management policy, regulations, and history, in particular within 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 Project; several State Early Implementation projects (Natomas Levee Improvement Project, Bear River Setback Levee, the Yuba River Basin project with TRLIA, and efforts on North Sacramento Streams and South Sacramento Streams with SAFCA); 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 collaboratively 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.

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 received all remaining necessary Federal funding through the President's proposed 2019 Budget and Supplemental Funding package, released in July 2018, and is nearing completion of construction.

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. Tom Trexler 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 meetings will help ensure that support staff are focused and remain motivated. The Flood Management and H&H groups at MBK are a well-integrated team and have a significant in-person presence. This greatly enhances the team's ability to collaborate 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 all project tasks.

MBK's role as Program Manager resulted in our direct engagement of the FSY 2.0 Program, which contemplated, designed, and implemented numerous flood risk reduction actions in Central Yolo County in the vicinities of Madison, Esparto, and Rolling Acres/West Plainfield. Our final efforts on FSY 2.0 included the development of the Summary Technical Memorandum that summarized all of the recent decades of H&H efforts in the Project Area and provided a specific recommendation on next steps. The primary next step is this current effort to advance the H&H and revisit previously discussed Alternatives to reduce the flood risk. We are prepared to execute those tasks as they were anticipated as our next assignment from the County and YFCWCD to implement. MBK was expecting to run the H&H model and develop reasonable estimates of potential flood risk reduction actions as well as providing a methodology to compare costs and benefits to one or more of those actions. As outlined in our recommendation to the County in our Plainfield H&H Summary report, MBK will develop a feasibility level hydraulic model of the study area to evaluate existing flood risk and potential alternatives. The hydraulic model will be a 2-dimensional model of the study area to capture the complex overland flow paths of the Plainfield region and provide spatial resolution of flood depths throughout the impacted

area. The 2-dimensional model will also allow for efficient integration of potential flood risk reduction features such as berms, new culverts, vegetation clearing, and channel enlargement. Updated hydrologic data developed by California Department of Water Resources will be used for the H&H analysis.

The resulting Feasibility Report and Strategic Permitting Plan from this project will inform the County, YCFCWCD, residents, landowners, farmers, and other business owners of those costs and benefits in order for them to pursue funding and implementation of flood risk reduction actions. From an implementation standpoint, this is the only reasonable approach to advance seeking funding support from federal, state, county, or local sources. Each funding source will require a defensible justification based upon current standards to evaluate any recommended action.

MBK understands the role of a consultant lead is to provide project and grant management services consistent with FEMA HMGP grant requirements. Support 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 led by Mr. Trexler 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 CalOES and FEMA to facilitate reimbursements.

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

The most significant issue that presents a potential problem for this effort is gaining consensus and/or meeting the expectations from the impacted parties, which include residents, landowners, and business operations in the region, including agriculture. In the past, this collective group presented unreasonable demands to the County and YCFCWCD to immediately resolve all flood-related issues and to find remedies at the expense of taxpayers. Understanding this, MBK will assist in effectively using our risk communication skills and will leverage our existing relationships with local property and business owners. Also, MBK proposes to limit this exposure by providing a concise list of potential flood risk reduction approaches to 8 or fewer alternatives for evaluation in this effort. FEMA only requires that there be a minimum of two alternatives evaluated and presented in future grant proposals. For example, our experience with this group over the past few years reveals that they would like to spend County and YCFCWCD funds to explore many potential alternatives and implement them immediately, also at the expense of the County and YCFCWCD. We suggest that a limited number of Alternatives coupled with the Benefit/Cost Evaluation will set the stage for the next phase of work to delineate the preferred alternative(s), as well as provide all parties with a reality of the cost, impacts, and timeline necessary to provide any flood risk reduction. MBK has substantial experience in this area and can facilitate a comprehensive evaluation of these factors as well as provide a “roadmap” for all parties to consider as this effort evolves towards solutions that are implementable.

In MBK’s experience, specific to FEMA Grant Agreements, an additional set of challenges are generally centered around the timing of environmental permit issuance and FEMA’s 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). For this project, because the interested parties seem to have a sense that any alternative is immediately possible and implementable, our approach would be to clearly communicate and set expectations with the interested parties early on in the process.

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

Through our experience with FSY 2.0, MBK has developed existing relationships with the impacted parties and with County/YCFCWCD staff to provide a measure of familiarity and trust. To date, we are recognized by the landowners, residents, and businesses in the impacted area as reliable, considerate, and professional. They may not appreciate the schedule of implementing solutions, but they do recognize MBK’s approach as sound and reasonable. MBK has developed numerous conceptual “solutions” to provide flood risk reduction to the region already and we are prepared to move those into the next phase of development through this effort.

Through our experience in managing and executing FEMA Disaster Assistance, and HMGP and BRIC grant funded projects, MBK has built strong communication and staff relationships with CalOES, 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 CalOES staff, reduces and/or eliminates the potential for these delays which may impact the overall grant period of performance and require extension requests.

5. Project Timeline

- a. Provide a timeline/schedule of when you feel all tasks can successfully be completed.

Task	Start Date	Completion Date	Deliverables
Task #1 Project Coordination and Stakeholder Outreach	9/1/2024	Outreach – 11/1/2024 Project Management & Coordination – 9/1/2025	Technical Memorandum Defining Limits of Study Area and Feasibility Report Schedule of Meetings and List of Stakeholders
Task #2 Identify Problems and Opportunities	9/1/2024	12/1/2024	Technical Memo Defining Problems, Issues, and Opportunities
Task #3 Quantify Flood Risks and Potential Flood Damages	9/1/2024	2/1/2025	Hydrology and Hydraulics Study
Task #4 Formulate Alternatives to Reduce Flood Risk	9/1/2024	2/1/2025	
Task #5 Evaluate and Select Preferred Alternative(s)	2/1/2025	4/1/2025	
Task #6 Prepare Draft Feasibility Study Report and Strategic Permitting Plan	2/1/2025	5/1/2025	Draft Feasibility Study Report (FSR) and Strategic Permitting Plan

Task	Start Date	Completion Date	Deliverables
Task #7 Stakeholder Review of Draft Feasibility Study Report	5/1/2025	7/1/2025	Matrix of Draft FSR Comments and Brief Analysis of Recommended Report Update
Task #8 Prepare Final Feasibility Study Report	7/1/2025	9/1/2025	Final Feasibility Study Report

6. References

See Exhibit D for a list of MBK Engineers' references.

7. Cost Proposal Worksheets

The Cost Proposal Worksheet (Exhibit C) is included on the following page and was uploaded as a separate Excel document along with this RFP Response. The 2024 MBK Engineers Schedule of Fees has also been included.

Yolo County			
ROLLING ACRES HYDROLOGIC AND HYDRAULIC STUDY SERVICES FOR CENTRAL YOLO COUNTY			
RFP#GSDRFPKK2445 Cost Proposal Form - Exhibit C			
Task Item #	Tasks (which include all subtasks)	Number of Project Hours	Cost of Services
1	Project Coordination and Stakeholder Outreach	120	\$ 50,000.00
2	Identify Problems and Opportunities	220	\$ 60,000.00
3	Quantify Flood Risks and Potential Flood Damages	400	\$ 75,000.00
4	Formulate Alternatives to Reduce Flood Risk	580	\$ 125,000.00
5	Evaluate and Select Preferred Alternative(s)	420	\$ 30,000.00
6	Prepare Draft Feasibility Study Report and Strategic Permitting Plan	280	\$ 65,000.00
7	Shareholder Review of Draft Feasibility Study Report	160	\$ 40,000.00
8	Prepare Final Feasibility Study Report	120	\$ 30,000.00
	TOTAL COST NOT TO EXCEED	2300	\$ 475,000.00

FEE RATE SCHEDULE		
ITEM #	JOB ROLE	HOURLY RATE
1	Principal Project Manager/Principal Engineer	\$ 300.00
2	Senior Consultant	\$ 300.00
3	Senior Project Manager/Supervising Engineer	\$ 285.00
4	Project Manager	\$ 230.00
5	Project Accountant	\$ 200.00
6	Engineer/Hydrologist	\$ 200.00
7	GIS Professional	\$ 200.00
8	Water Resources Associate	\$ 190.00
9	Assistant Engineer	\$ 190.00
19	Assistant Surveyor	\$ 190.00
11	Prevailing Rate Surveyor, Chief of Party	\$200 (subject to CA DIR wage determinations)
12	Prevailing Rate Surveyor, Rodman/Chainman	\$203 (subject to CA DIR wage determinations)
13	GIS Specialist	\$ 160.00
14	Technician/Drafter	\$ 160.00
15	Junior Engineer	\$ 135.00
16	Engineering Aide	\$ 95.00
17	Technical Editor	\$ 140.00
18	3-Person Survey Crew	\$ 360.00
19	2-Person Survey Crew	\$ 305.00
20	GPS equipment	\$ 60.00
21	Automobile Mileage	(See attached Rate Schedule)
22	Commercial printing, reproduction costs	(See attached Rate Schedule)

SCHEDULE OF FEES

1. Standard Fees:

	<u>Per Hour</u>
Principal/Principal Engineer	\$265–300
Senior Consultant	265–300
Supervising Engineer	230–285
Senior Project Manager	230–275
Senior Engineer	180–240
Project Manager	170–230
Project Accountant	140–200
Engineer/Hydrologist	140–200
GIS Professional	130–200
Water Resources Associate	110–190
Assistant Engineer	110–190
Assistant Surveyor	110–190
Prevailing Rate Surveyor, Chief of Party	220*
Prevailing Rate Surveyor, Rodman/Chainman	203*
GIS Specialist	90–160
Technician/Drafter	90–160
Junior Engineer	90–135
Engineering Aide	60–95
Technical Editor	70–140
3-Person Survey Crew	360
2-Person Survey Crew	305

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

2. Time spent in appearances at courts or quasi-judicial State or Federal boards and commissions is billed at \$500 per hour for principals and supervising engineers, \$450 per hour for registered engineer staff, and \$300 per hour for other staff.
3. Automobile mileage is billed at the Federal reimbursement rate. Local mileage (less than 20 miles) will not be billed.
4. All other direct non-salary expense, including, but not limited to, transportation and subsistence, commercial printing, reproduction costs, and similar out-of-pocket expenses are billed at actual cost plus a service charge of 10%. Use of GPS equipment is billed at \$60 per hour. Use of MBK owned boat will be billed at \$175/day. Use of MBK owned drones will be billed at \$175-500/day or as specified in a separate agreement. Professional services provided by others billed through MBK will be billed at cost plus a service charge of 5% or as specified in a separate agreement.
5. Billings will be made monthly and payment will be due within 45 days. Accounts not paid within 90 days of presentation will bear interest at the rate of 1½% per month or fraction thereof from the billing date unless other arrangements are made in advance.
6. If accounts are not paid within 90 days of presentation, the firm may retain an attorney to obtain payment. In the event that it does so and payment of all or part of the account is thereafter obtained, reasonable attorney's fees and other costs incurred to obtain such payment shall also be paid, or if payment is obtained by Judgment, shall be awarded as part of the Judgment.

~ Rates subject to adjustment on January 1st of each year ~

Exhibit D – Customer References

Table 2. Exhibit D. Customer References

Reference	Contact Information
Kristin Sicke, General Manager	Yolo County Flood Control & Water Conservation District 34274 State Highway 16 Woodland, CA 95695 (530) 662-0265 ext. 112; ksicke@ycfcwcd.org
Sami Nall, PE, CFM, Flood Risk Reduction Manager	Yuba Water Agency 1220 F Street, Marysville, CA 95901 (530) 649-3620; SNall@yubawater.org
Kevin Mallen, Executive Director	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

**ROLLING ACRES HYDROLOGIC AND HYDRAULIC STUDY SERVICES FOR
CENTRAL YOLO COUNTY**

RFP#GSDRFPKK2445

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, STE 100
Address

Title: MBK Engineers Principal

Sacramento CA 95825
City State Zip

Phone: 916-456-44100

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

8-02-2024
Date

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

**ROLLING ACRES HYDROLOGIC AND HYDRAULIC STUDY SERVICES FOR
CENTRAL YOLO COUNTY
RFP#GSDRFPKK2445**

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:

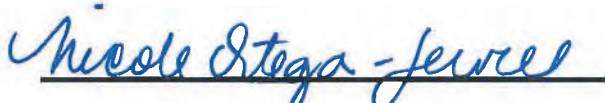
08-02-2024
(Date)

Nicole Ortega-Jewell
(Signature)

EXHIBIT G – EXCEPTIONS
ROLLING ACRES HYDROLOGIC AND HYDRAULIC STUDY SERVICES
FOR CENTRAL YOLO COUNTY
RFP#GSDRFPKK2445

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	No Exceptions	
2		
3		
4		
5		


Signature of Person Authorized to Sign

Yolo County

Bid GSDRFPKK2445

**Yolo County ROLLING ACRES HYDROLOGIC AND HYDRAULIC STUDY SERVICES FOR
CENTRAL YOLO COUNTY
RFP#GSDRFPKK2445
Anti Lobbying Certification**


CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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


Signature of Contractor's Authorized Official

Nicole Ortega-Jewell, PMP, Principal
Name and Title of Contractor's Authorized Official

August 2, 2024
Date

RFP No. GSDRFPKK2445

Attachment A. MBK Engineers Business Licenses and Certifications



Entity Workspace Results 1 Total Results

MBK ENGINEERS

Unique Entity ID: DVE6MLSWSK35

CAGE/NCAGE: 1G7L5

Entity Status: Active Registration

Doing Business As: MBK ENGINEERS

Physical Address:

455 UNIVERSITY AVE STE 100

SACRAMENTO , CA

95825-6579 USA

Expiration Date:

Jan 17, 2025

Purpose of Registration:

All Awards



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: MBK ENGINEERS
Entity No.: 0732553
Registration Date: 03/14/1975
Entity Type: Stock Corporation - CA - General
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 18, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 174451328

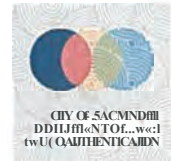
To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE

Finance Department

Business Name **MBK ENGINEERS - NICOLE ORTEGA-JEWELL**
Business Address **455 UNIVERSITY AVE STE 100**
Owner **MBK ENGINEERS**
Type of Business **Architects & Engineers**
Tax Classification **Professional**
Expires **12/31/2024**
Mailing Address **MBK ENGINEERS - NICOLE ORTEGA-JEWELL**
455 UNIVERSITY AVE STE 100
SACRAMENTO, CA 95825-6579

1103749



MUST BE POSTED IN CONSPICUOUS PLACE

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. This certificate must be renewed within 30 days of expiration. Starting January 1 2021. Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dco.co.gov/publications/>

RFP No. GSDRFPKK2445

Attachment B. Small Business Status Verification

RFP No. GSDRFPKK2445

Attachment C. MBK Staff Resumes and Certifications



Nicole Ortega-Jewell, PMP

Principal/Principal in Charge

Nicole Ortega-Jewell is a Principal and Project Manager at MBK Engineers, where she provides assistance to local agencies by 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. Nicole's experience in Federal and State water resource regulations and policies allows her to provide strategic advice and assistance to clients implementing comprehensive watershed management projects.

Prior to joining MBK, Nicole served for 20 years at the U.S. Army Corps of Engineers (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 Senior Project Manager where she directed multi-disciplinary planning, design and construction teams at the Sacramento, San Francisco, and South Pacific Division offices.

EDUCATION

George Washington University,
Masters Certificate in
Project Management, 2006

University of California, Davis
Bachelor of Science,
Environmental Toxicology &
Biochemistry, 1997

REGISTRATIONS

Project Management
Professional, No. 482220

PROFESSIONAL MEMBERSHIPS

Member, American Society of
Civil Engineers

Member, National Association of
Flood and Stormwater
Management Agencies

Member, Floodplain Managers
Association

YEARS OF EXPERIENCE

MBK Engineers - 8

Total Experience - 30

RELEVANT EXPERIENCE

West Sacramento Area Flood Control Agency, Lower Sacramento River-Delta North Regional Flood Management Program, California

As Program Manager, coordinates and organizes the team comprised of County and local flood agencies and consultants, tasked with reconciling and advancing multiple competing objectives in implementation of the Lower Sacramento River/Delta North (LSDN) Region (Region) Flood Management Program. Assists the team with focusing on establishing long-term collaborative, and cooperative, working relationships with participants from Federal, State, and local agencies, and other project proponents. Facilitates meetings and projects between the diverse set of stakeholders from both urban areas and rural communities within the Region to ensure a broad range of interests are addressed by decision makers. Represents the Region as a Consulting Participant in the Yolo Bypass Cache-Slough Partnership (Partnership). Local, State, and Federal agency participants in the Partnership are focused on addressing several key barriers to project implementation and working with stakeholder to address those issues so planned projects can be successfully executed.

Various (Yolo County, Sutter County and City of Wheatland); Small Community Flood Risk Reduction Program, Phase 1 Feasibility Studies: Knights Landing, Yolo, Clarksburg, Rio Oso, Nicholas, and Wheatland; Yolo County, CA

As Project Manager, managed several consultant teams of multiple disciplines for six separate feasibility studies for the communities of Knights Landing, Yolo, Clarksburg, Rio Oso, Nicholas, and Wheatland. Led the plan formulation in recommending multiple-objective preferred alternatives that would reduce flood risk, sustain the agricultural economy, provide for water supply



improvements, enhance the riverine habitat, and improve recreation. Successfully managed six grants totaling \$3M.

Yolo County, Knights Landing Levee Improvement Program, Knights Landing

As Program Manager, managing all aspects of the levee, drainage infrastructure and habitat improvement for the Knights Landing levee basin. Coordinates with a team of consultants to oversee the successful completion of project planning, geotechnical engineering, and civil design; securing environmental permits, Central Valley Flood Protection Board Encroachment Permits and U.S. Army Corps of Engineers Section 408 permissions; real estate acquisition and utility relocations, and the construction program to reduce the flood risk to the Knights Landing levee basin. Provides grant management over both the State's Small Communities Flood Risk Reduction Program, Phase 2 and FEMA's Hazardous Mitigation Assistance Grant program totaling over \$50M.

Sacramento Area Flood Control Agency, Multiple Projects

Provides Project Management and Policy assistance with the Sacramento Area Flood Control Agency (SAFCA) in the administration of their USACE led projects through the development of cash flow models; preparation of project cost-share agreements, either with USACE or with the California Department of Water Resources (DWR); and advising on USACE regulations and policies, as it relates to program and project delivery. Assisted SAFCA on managing their Levee Accreditation Program, the interior drainage system improvements for the Lower Elkhorn Basin Setback Levee Program, and managing the FEMA accreditation and Urban Levee Design Criteria (ULDC) evaluation efforts for the system.



THIS IS TO CERTIFY THAT

Nicole Ortega-Jewell

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)[®]

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

LuAnn Piccard, PMP | Chair, Board of Directors



Pierre Le Manh | President & CEO

PMP[®] Number: 482220

PMP[®] Original Grant Date: 16 August 2007

PMP[®] Expiration Date: 16 August 2026





Tom Trexler, M.S.

Project Manager

Tom Trexler is a Senior Project Manager responsible for the overall management of multi-disciplinary teams, related to the preparation of planning studies and products, to support local agencies with water resources and in reducing flood risk.

Tom has over 28 years of experience, which includes 20 years of consulting experience in California’s Central Valley and Delta. As a technical expert, he is involved with and directs projects that are complex and have statewide and western-region scope. He also has extensive experience integrating regulatory requirements of various federal and state agencies including USACE, DWR, CDFW, USFWS, NMFS, CVFPB, and RWQCB. His responsibilities include seamless integration of multiple services on projects that include engineering design, planning, regulatory approvals, and implementation/operations.

RELEVANT EXPERIENCE

Yolo County and Yolo County Flood Control and Water Conservation District, FloodSAFE Yolo 2.0, Yolo County, CA

Tom was selected as the Program Manager for the second version of FloodSAFE Yolo 2.0 (FSY 2.0). Yolo County and the Flood Control District funded FSY 2.0 and requested that Tom establish a program to address underserved rural areas of Western Yolo County regarding flood risks. In addition to planning and implementing flood risk reduction projects, he is also establishing a mission and vision for longer-term solutions that include regional involvement with multiple entities and that contain multiple objectives beyond flooding.

U.S. Army Corps of Engineers, Folsom Dam Spillway Phase 3 EIS/EIR, Folsom, CA

Supported USACE’s development of the EIS/EIR for the construction and operation of the spillway facility at the Folsom Dam. Directed his team’s contributions to the environmental document in four key resource areas, which were water quality, air quality, noise, and traffic. The water quality issues included an analysis of potential bioaccumulation of various pollutants in fish and humans. Services were provided under the USACE Planning IDIQ.

Department of Water Resources and U.S. Bureau of Reclamation, North-of-the-Delta Offstream Storage (Sites Reservoir) Feasibility Study, Central Valley, CA

Provided a variety of technical services to DWR and Reclamation on the NODOS Feasibility Study. Participated in water quality technical sessions, fisheries impact evaluations, EIS/EIR development, environmental restoration investigations, and permit compliance. Authored and reviewed numerous sections of the Feasibility Report. Reviewed and commented on numerous sections of the EIS/EIR and on various regulatory permit applications. Responsibilities included review and budgeting for environmental mitigation of 125 MW power generation associated with pumped storage operations.

Department of Water Resources, Flood System Repair Project (FSRP), Central Valley, CA

Environmental compliance task lead on the FSRP. Assisted the DWR team with developing a compliance strategy and creating a methodology to rate the relative level of costs and efforts of CEQA compliance and permitting at more than 150 critical and serious flood control locations throughout the Sacramento and San Joaquin River basins.

EDUCATION

Yale University
 Master of Science
 School of Forestry and Environmental Studies
 Hydrology & Aquatic Chemistry, 1999

University of Southern California
 Bachelor of Arts
 Geography, Fluvial Geomorphology
 Minor – Environmental Studies, 1997

PROFESSIONAL MEMBERSHIPS

Floodplain Management Association, Member

YEARS OF EXPERIENCE

MBK Engineers - 5
 Total Experience - 28



Tom Engler, P.E., CFM

Principal Engineer/Engineering Design and Cost Estimating

Mr. Thomas “Tom” Engler is a Professional Engineer and Certified Floodplain Manager (CFM) for MBK Engineers in Sacramento, CA. He has been with MBK since 2007, managing flood control projects and planning efforts for local maintaining agencies. More recently, Tom has managed the Marysville Ring Levee Project, for the Yuba County Water Agency; managed the Feather River Region Flood Management Team; and has continued to advocate for the Agricultural Floodplain Ordinance Task Force. Tom serves as the District Engineer for several Reclamation Districts and for Yolo County; he also oversees the management of Small Community Flood Risk Reduction Studies for the communities of Wheatland, Rio Oso, and Nicolaus.

RELEVANT EXPERIENCE

Large Projects and Programs

Performs program management support for all aspects of the project including project planning, geotechnical investigations, project design, grant applications and management for both DWR and FEMA/CalOES grant programs, Central Valley Flood Protection Board Encroachment Permits and US Army Corps Section 408 permissions for various Drilling Programs and construction phases; manage consultant teams for compliance with CEQA, NEPA, Sections 401, 404, and 1600 permits as well as real estate acquisition and utility relocations; and oversees construction management and closeout of the following projects:

- ◆ Certifying Engineer for FEMA and State Urban Levee Design Criteria -Performs role as certifying engineer for both FEMA and Urban Levee Design Criteria for various levee Systems including the Marysville Ring Levee, Sacramento Area Flood Control Agency and Three Rivers Levee Improvement Authority Systems.
- ◆ *Reclamation District 817 Bear River Setback Levee Project* – A project to setback 2,800 feet of the Bear River North Levee; buttress an additional 7.500 feet of the levee downstream to Pleasant Grove Road; relocate PG&E facilities out of the levee footprint; and remove, repair, or replace all pipe crossings within RD 817 funded by the State Flood System Repair Program and local grants from Yuba Water Agency. Construction was completed in 2023.
- ◆ *Knights Landing Small Community Flood Risk Reduction (SCFRR) project implementation* – Multi-year program to improve the levees around the Small Community of Knights Landing in Yolo County to meet 100-year accreditation standards. Project phases include oversight of geotechnical investigations; permitting; design; real estate; and construction of the program, which is being funded through a combination of State and Federal grants, including SCFRR and FEMA Hazard Mitigation Grant Program (HMGP). Construction began in 2023 and is expected to be completed in 2029.
- ◆ *Natomas Cross Canal Berm and Channel Enhancements Project* – Project would include the lowering of the existing islands within the channel in order to provide additional habitat for aquatic species and construction of a levee berm/buttress using the excavated channel soil against the landside slope of the levee along the Natomas Cross Canal in RD 1001, Sutter County. The

EDUCATION

Sierra Nevada College
Bachelor of Science,
Business Administration, 1999

REGISTRATIONS

Registered Civil Engineer,
California License No. C086455

Certified Floodplain Manager

PROFESSIONAL MEMBERSHIPS

American Society of Civil Engineers, Member

Association of State Floodplain Managers, Member

YEARS OF EXPERIENCE

MBK Engineers - 8

Total Experience - 25

project will also include replacement and screening of three irrigation diversion pumps, in-channel plantings, and utility relocations and is being entirely funded by the State Central Valley Tributaries Program for construction in 2025.

- ◆ *RD 1001 Auxiliary Pump Station* – The proposed project will construct an auxiliary pumping station to provide redundant drainage capacity during power outages to the District’s main pumping plant. The project will utilize grant funds through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) in coordination with the State of California Office of Emergency Services (CalOES).

Various Clients, Reclamation District Engineer, Northern California

Performs District Engineering for several clients, including Reclamation Districts (RD) 10, 70, 537, 817, 1001, 1600, 1660, and 2103, as well as the Yolo County Service Area No. 6 (Knights Landing) and Huffs Corner (Cache Creek). District Engineering services include planning, design, construction, operations and maintenance; State and Federal grant management; project certification; FEMA re-mapping; Letter of Intent and System-Wide Improvement Framework (LOI/SWIF) plans for continuation of Federal Rehabilitation Assistance eligibility; flood patrol; emergency response and repair of flood damage; pipe inspections and repairs; annual reporting; and performing other routine services, as required by the district.

Sutter Butte Flood Control Agency and Three Rivers Levee Improvement Authority, Feather River Regional Flood Management Plan, Northern California

Managed the development team for the 2014 Feather River Regional Flood Management Plan to inform the 2017 CVFPP update. Member of the Inspections Compliance Workgroup, which was formed to facilitate improvements to permitting OMRR&R work, required in order to bring local maintaining agencies (LMAs) into compliance with State and Federal OMRR&R standards and to act as the Regional Representative for the Central Valley Flood Protection Plan Updates.

Jacobs (formerly CH2M), DWR OMRR&R Cost Evaluation Technical Memorandum, Sacramento, CA

Key technical team member for the *Flood System Long-Term Operations, Maintenance, Repair, Rehabilitation, and Replacement Cost Evaluation Technical Memorandum* (OMRR&R Cost Evaluation TM), which was prepared as part of the 2017 Update to the Central Valley Flood Protection Plan (CVFPP). This OMRR&R Cost Evaluation TM was developed to support estimating the “true” full cost of long-term OMRR&R of current, and proposed, urban and rural facilities within those areas of the California Central Valley that are protected by the State Plan of Flood Control (SPFC).

Systemwide Improvement Framework Plan Development and Implementation, Various Clients

Develop Letters of Intent and Systemwide Improvement Framework Plans for all Reclamation District Clients, data management and tracking of corrected items and projects, routine reporting of progress, and coordination with Central Valley Flood Protection Board and US Army Corps of Engineers regarding enforcement actions, environmental consultations and compliance, CEQA/NEPA, storm damage assistance through the Rehabilitation and Inspection Program (aka PL84-99), and public outreach related to plan implementation.

**BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 86455**

NAME: ENGLER, THOMAS FREDERICK

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR
ADDRESS

2329 SCHEIBER ROAD
NICOLAUS CA 95659
SUTTER COUNTY

ISSUANCE DATE

DECEMBER 15, 2016

EXPIRATION DATE

MARCH 31, 2025

CURRENT DATE / TIME

FEBRUARY 9, 2024
3:23:58 PM



Don Trieu, P.E.

Principal Engineer/H&H Lead

Don Trieu has more than 28 years of experience in development of hydraulic and hydrologic models for evaluation of flood control alternatives, hydraulic impact analysis, and design of flood risk reduction projects in the Sacramento and San Joaquin Valley. Don is currently a Principal Engineers at MBK where he helps lead the Hydraulics and Hydrology (H&H) group.

Don has developed, assisted in the development, or advised on development of both one-dimensional and two-dimensional hydraulic models of the Sacramento and San Joaquin River Flood Control Project. Application of these system hydraulic models throughout the years has been used for plan formulation, alternatives analysis, FEMA flood plain mapping, and DWR ULOP/ULDC analysis. As such, Don has developed a deep understanding of the hydraulic performance of the Sacramento and San Joaquin River Flood Control Project. This experience has allowed Don to provide strategic and cost-effective advice regarding *Hydrology and Hydraulic Engineering* while meeting the client's goals and objectives.

EDUCATION

California State University,
Sacramento

Master of Science,
Civil Engineering, 2002

California State University,
Sacramento

Bachelor of Science,
Civil Engineering, 1995

REGISTRATIONS

Registered Civil Engineer,
California License No. C058284

Registered Civil Engineer,
Nevada License No. 022815

PROFESSIONAL MEMBERSHIPS

Member, American Society of
Civil Engineers

YEARS OF EXPERIENCE

MBK Engineers - 29
Total Experience - 29

RELEVANT EXPERIENCE

San Joaquin Area Flood Control Agency (SJAFCA), Manteca Dry Land Levee

Principal-in-Charge of the hydrology and hydraulic analysis to support a feasibility study and alternatives analysis of the Manteca Dry Land Levee to provide a 200-year level of protection to RD 17.

TRLIA, Three Rivers Levee Improvement Program, Yuba County

Served as Principal-in-Charge and lead hydraulic engineer, developed hydraulic models and prepared hydraulic analysis in support of TRLIA's \$500M levee improvement project along RD 784 levees on the Yuba, Feather, Bear Rivers to achieve 200-year level of flood protection. Key features of this program were construction of a six-mile setback levee along the Feather River with 1600 acres of habitat restoration and a two-mile setback levee on the Bear River with 600 acres of habitat. Upon completion of construction, supported Yuba County on preparation of the FEMA Certification and ULDC findings.

WSAFCA, Southport Levee Improvement Project, West Sacramento, CA

As Principal-in-Charge, Don was responsible for hydraulic analysis in support of alternatives analysis, system wide hydraulic impact analysis for USACE Section 408, and development of FEMA and DWR ULDC compliant 100- and 200-year water surface elevations. A key project feature is a multi-benefit setback levee created 200 acres of habitat while providing 200-year level of protection for the City of West Sacramento.

SAFCA, Sacramento Weir Expansion Project, Sacramento, CA

Served as Principal-in-Charge to scope, project manage, and support the hydraulic analysis to evaluate various gate and non-gate alternatives on the Sacramento Weir expansion to carry forward to design and construction. In addition, MBK prepared the hydraulic impact analysis to support the supplemental EIR/EIS.

**SAFCA, Levee Accreditation Program, Sacramento Area**

In order to maintain Federal Emergency Management Agency (FEMA) accreditation and to meet the State's Urban Level of Flood Protection (ULOP) criteria, the Sacramento Area Flood Control Agency (SAFCA) identified several needed improvements to levees along the Lower American and Sacramento Rivers and their tributaries in the North Sacramento area. These improvements will reduce flood risk and allow the community to maintain low-cost flood insurance.

In support of this program, Don was responsible for leading the scoping and project management of the hydrologic and hydraulics analysis of the levee improvement projects and for FEMA Certification and ULDC findings.

Westervelt Ecological Services, Little Egbert Multi-Benefit Project, Rio Vista, CA

As the Principal Hydraulic Engineer, Don was responsible for leading the scoping of the hydraulic analysis, hydraulic model development, and supporting hydraulic analysis for the evaluation of the hydraulic performance of multi-benefit alternatives on 3200 acres of Little Egbert Tract. The hydraulic analysis included both flood and tidal flow regimes. In addition, Don developed reconnaissance level design water surface elevations for Reclamation District 536, Mellin Levee, and the Mellin Levee extension.

Westervelt Ecological Services, Cache Slough Mitigation Bank, Rio Vista, CA

As the Principal Hydraulic Engineer, Don was responsible for leading the scoping of the hydraulic analysis and coordination of a 320 acres mitigation bank southwest of Little Egbert Tract. The project consists of re-establishing tidal marsh and floodplain associated vegetation communities on the property via a new bridge structure under Highway 84.

Wood Rodgers, Rio Vista Flood Risk Reduction Feasibility Study, Rio Vista, CA

As the Principal Hydraulic Engineer, Don was responsible for scoping and managing the hydraulic analysis to investigate structural and non-structural alternatives to reduce the risk of flooding to the City of Rio Vista. MBK Engineers developed design water surface elevations along the Yolo Bypass, Cache Slough, and the Sacramento River in support of the study.

DWR/CVFPB, Yolo Bypass/Cache Slough Complex Programmatic 408 and Master Plan

As the Principal Hydraulic Engineer, Don was responsible for the scoping of the hydraulic analysis; project management; hydraulic model development; and supporting the hydraulic analysis to evaluate an array of multi-benefit improvement projects in comparison with various baselines, with the goal of developing a master plan for the Yolo Bypass, and for the development of an application for USACE programmatic 408 permitting.

River Partners, Dos Rios Ranch Floodplain Restoration Project, Modesto, CA

As Principal-in-Charge, Don developed a 1D-2D model of the lower San Joaquin River in support of the hydraulic impact analysis for 2100-acre restoration project within the riverbanks of the San Joaquin and Tuolumne River confluence.

**BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 58284**

NAME: TRIEU, TU

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR
ADDRESS

455 UNIVERSITY AVE SUITE 100
SACRAMENTO CA 95825-6579
SACRAMENTO COUNTY

ISSUANCE DATE

FEBRUARY 20, 1998

EXPIRATION DATE

JUNE 30, 2026

CURRENT DATE / TIME

AUGUST 2, 2024
12:24:2 PM



Patrick Ho, P.E.

Supervising Engineer/H&H Support

Patrick Ho is a Supervising Engineer at MBK Engineers, who specializes in supporting hydrologic and hydraulic (H&H) engineering design and analysis. Patrick works with multi-disciplinary teams to find strategic solutions to engineering and regulatory related assignments. Patrick assists with the development of strategies for MBK's clients and prepares, reviews, and evaluates technical documentation to support client needs through project planning, development, and implementation phases.

In addition, Patrick has experience in formulating and implementing automated workflows and systems used to conduct analyses within the hydrologic and hydraulic domain. With these systems, he has developed pipelines that are capable of scaling out onto cloud infrastructures especially in data and computationally intensive environments at the request of clients. Under the direction of the Principal Engineer, Patrick provides supervision and technical guidance to engineers and technical staff.

EDUCATION

Georgia Institute of Technology,
Atlanta,
Master of Science
Computer Science, 2022

California State University,
Sacramento
Master of Science,
Civil Engineering, 2014

Oregon State University
Bachelor of Science
Computer Science, 2016

University of California, Davis
Bachelor of Science
Civil Engineering, 2007

REGISTRATIONS

Registered Civil Engineer,
California License No. C076677

Nevada License No. 029105

Washington License No.
21025399

YEARS OF EXPERIENCE

MBK Engineers - 10

Total Experience - 17

RELEVANT EXPERIENCE

Little Egbert Joint Powers Authority, Little Egbert Tract Multi-Benefit (LEMBP) Project Feasibility Study, Solano County, CA

The 2023 LEMBP feasibility study is led by the California Department of Water Resources and developed by a multi-discipline team of consultants and agency staff. The multi-benefit aspect of the study incorporates analyses in flood risk reduction, agricultural economy, climate change resilience, and habitat enhancement. Patrick supported the H&H analysis in this study and participated in the plan formulation of the H&H analyses by working with a team of ecologist, biologists, geotechnical engineers, and civil engineers to develop H&H models and alternatives to quantify feasibility of various alternatives.

Westervelt, Cache Slough Mitigation Bank, Solano County, CA

The Cache Slough Mitigation Bank is a tidal habitat restoration project east of Rio Vista, California. The project restores agricultural lands to become a high-quality tidal habitat. Patrick supported the team with formulating H&H related analyses, including design of fish-friendly hydraulic structures, erosion protection design, bridge hydraulics, CEQA impacts analyses, sea level rise and flood risk analyses. Patrick also supported the client with the development of mitigation bank prospectus that are related to H&H.

SAFCA, Elk Slough Flood Control and Habitat Improvement Project Reconnaissance Study, Clarksburg, CA

Appraisal level assessment to inform additional studies of flood control improvement and fisheries benefits by analyzing connectivity of Elk Slough with the Sacramento River and enhancing fish migratory pathways within the Delta. Patrick provided H&H analyses of proposed gates on Elk slough at Sacramento River and Elk Slough at Sutter Slough. He worked closely with a team of fish biologists to screen modeling results based on suitable hydraulic criteria which were used to measure the success of various operations and alternatives. The project moved forward to the next phase of study.



The Nature Conservancy, Boeger Restoration Project, Colusa, CA

The Boeger Restoration Project is a habitat restoration project on the Upper Sacramento River. Patrick supported TNC with the design of the restoration plan and provided impacts assessment for regulatory permitting and worked with the Central Valley Flood Protection Board staff to navigate the hydraulic aspects of the encroachment permit process.

Three Rivers Levee Improvement Authority (TRLIA), Yuba Goldfields Feasibility Study, Yuba County, CA

The Yuba Goldfields Feasibility Study is a multi-benefit study to identify project alternatives to reduce the flood risk to communities protected by the TRLIA levee system which includes Linda, Olivehurst, Arboga, and Plumas Lake while enhancing aquatic habitats along the south banks of the Yuba River downstream of Daguerre Point Dam. Patrick supported the project study team on hydrologic and hydraulic plan formulation, alternatives development and analysis, technical project management, and participated in multi-disciplinary workgroups to brainstorm and solicit feedback to incorporate future project phases.

**BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 76677**

NAME: HO, PATRICK

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR
ADDRESS

PO BOX 212

FOLSOM CA 95763

SACRAMENTO COUNTY

ISSUANCE DATE

JULY 16, 2010

EXPIRATION DATE

DECEMBER 31, 2024

CURRENT DATE / TIME

AUGUST 2, 2024
12:25:50 PM



Anthony Deus, P.E.

Supervising Engineer/Cost Benefit Estimating

Anthony “Tony” Deus started with MBK in July 2018 and works primarily with our flood management clients, but also supports the Delta team in various areas. He brings experience from the CA Department of Water Resources, Sacramento District Army Corps of Engineers, and private industry. Tony has a background in geotechnical engineering and has supported feasibility, design, and construction projects within the Central Valley.

RELEVANT EXPERIENCE

Reclamation District No. 1001, FEMA Hazard Mitigation Grant Program (HMGP) – Auxiliary Pump Station

Project manager for MBK’s work in preparing a FEMA HMGP sub-application for federal funding to prepare project designs, permits, and construction of an auxiliary pump station project to increase pumping capacity of Reclamation District No. 1001 and reduce interior flooding. Mr. Deus is responsible for completing benefit cost analyses using FEMA BCA Tool V6.0, evaluation of project benefit areas, alternative analysis, preparation of cost estimates, management of a multi-discipline design team, and development and review of project-related technical documents. In addition, Mr. Deus performs project and grant management efforts consistent with FEMA HGMP guidance and requirements.

Three Rivers Levee Improvement Authority (TRLIA), FEMA Building Resilient Infrastructure and Communities (BRIC) – Climate Resiliency Project

Project manager for MBK’s work in preparing a FEMA BRIC sub-application for federal funding to prepare project designs, permits, and construction of several flood control improvements (cutoff walls, levee raises, seepage berm, and wind wave buffer) to increase the level of protection for Reclamation District No. 784 (Local Maintaining Agency). Mr. Deus is responsible for completing benefit cost analyses using FEMA BCA Tool V6.0, evaluation of project benefit areas, alternative analysis, preparation of cost estimates, and development and review of project-related technical documents. In addition, Mr. Deus supports project and grant management efforts consistent with FEMA BRIC guidance and requirements.

Yolo County, FEMA Hazard Mitigation Grant Program (HMGP) – Knights Landing Levee Resiliency Mitigation Project

Project manager for MBK’s work in preparing a FEMA HMGP sub-application for federal funding to prepare project designs, permits, and construction of several flood control improvements (cutoff walls, levee raises, and seepage berms) to increase the level of protection for the community of Knights Landing, CA. Mr. Deus is responsible for completing benefit cost analyses using FEMA BCA Tool V6.0, evaluation of project benefit areas, alternative analysis, preparation of cost estimates, and development and review of project-related technical documents. In addition, Mr. Deus supports project and grant management efforts consistent with FEMA HMGP guidance and requirements.

EDUCATION

California State University,
Sacramento
Bachelor of Science
Civil Engineering, 2008

REGISTRATIONS

Registered Civil Engineer
California License No. C078320
Certified Floodplain Manager

PROFESSIONAL MEMBERSHIPS

Floodplain Management
Association (FMA), Member
Association of State Floodplain
Managers (ASFPM), Member
Tau Beta Pi Engineering Honor
Society, Member

PROFESSIONAL SKILLS

Project Management
Geotechnical Engineering
Construction Management
Finite Element Modeling
(Geotechnical – Steady State
Seepage and Stability Modeling)
Emergency Response (Flood Fight
Inspection)

YEARS OF EXPERIENCE

MBK Engineers – 6
Total Experience – 16

**BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 78320**

NAME: DEUS, ANTHONY JOHN II

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR
ADDRESS

5711 DARBY ROAD
ROCKLIN CA 95765
PLACER COUNTY

ISSUANCE DATE

JUNE 10, 2011

EXPIRATION DATE

SEPTEMBER 30, 2025

CURRENT DATE / TIME

AUGUST 2, 2024
12:27:1 PM



Minta Konieczki

Project Manager/Development of Feasibility Study and Strategic Permitting Plan

Minta Konieczki is a flood management professional and project manager focusing on the development and implementation of multi-benefit projects in the Central Valley of California. Minta has a diverse background that spans planning; grant writing; program management; hydraulic modeling; environmental compliance; habitat restoration; and levee maintenance.

RELEVANT EXPERIENCE

Three Rivers Levee Improvement Authority, Goldfields Multi-benefit Project Feasibility Study, Yuba County, CA

Served as Project Manager leading the development of a feasibility study to identify a multi-benefit flood management and habitat restoration project along the Lower Yuba River in the Goldfields, an area with a complex history of hydraulic mining activities, flood risk, and land rights. Was the primary author of the feasibility study; developed and applied the methodology to evaluate project alternatives; and led a multi-disciplinary technical team of subconsultants and MBK staff supporting the study.

Merced County Public Works, Franklin-Beachwood Small Communities Flood Risk Reduction Feasibility Study, Merced County, CA (Prior to joining MBK)

Prepared a feasibility study funded by the CA Department of Water Resources Small Communities Flood Risk Reduction Program to identify and evaluate projects that would address recurring flooding in Merced County. Prepared three successful grant applications for advancing the preferred alternative resulting in over \$20 million in funding for the project.

CA Department of Water Resources, 2017 Central Valley Flood Protection Plan Update, Central Valley of California (Prior to joining MBK)

Worked collaboratively in a large team to develop the approach to the first 5-year update to the Central Valley Flood Protection Plan and vision for long-term flood management in the Central Valley. Successfully executed the team's vision for Chapter 2 of the plan; developed descriptions of complex flood management policy issues; and was a key part of the development of materials used in stakeholder communications.

Merced Irrigation District, Water Resources Management Plan (WRMP) Program Environmental Impact Report (PEIR), Merced, CA (Prior to joining MBK)

Managed the day-to-day development of the PEIR for the WRMP, which proposes system-wide capital improvements and modernization, in-lieu groundwater recharge, and water transfers.

EDUCATION

University of California, Davis
Master of Science
Hydrologic Sciences, 2011

University of California, Santa Barbara
Bachelor of Arts
Environmental Studies, 2004

Water Education Foundation
William Gianelli Water Leaders
Course, 2014

PROFESSIONAL MEMBERSHIPS

Floodplain Management
Association, Member

YEARS OF EXPERIENCE

MBK Engineers - 2
Total Experience - 18

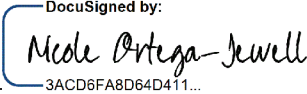
EXHIBIT C

WORKERS' COMPENSATION CERTIFICATE

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

The person executing this certificate on behalf of Contractor affirmatively represents that she 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

By  _____
3ACD6FA8D64D411...

Nicole Ortega-Jewell

Print Name/Title Principal

EXHIBIT D

Clean Air Act and the Federal Water Pollution Control Act

A. Clean Air Act

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

B. Federal Water Pollution Control Act

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

EXHIBIT E

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act (CHWSSA)
29 C.F.R. § 5.5(b)):

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

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

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

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

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

cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

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

EXHIBIT F

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; or (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.