

AGREEMENT NO. _____

(Agreement for Environmental Planning, Permitting, and Monitoring Services in Support of the Yolo County Knights Landing Flood Mitigation Project)

THIS AGREEMENT (the “Agreement”) is made and entered into as of _____, 2025 (the “Effective Date”), by and between the County of Yolo, a political subdivision of the State of California (the “County”), and HDR Engineering, Inc., a Nebraska corporation authorized to do business in California (the “Contractor”), jointly referred to as the “Parties” herein.

W I T N E S S E T H

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

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

WHEREAS, the County desires to obtain environmental planning, permitting, and monitoring services for the Knights Landing Flood Mitigation Project through a Federal Emergency Management Agency (“FEMA”) Hazard Mitigation Assistance Grant awarded to the County by the California Office of Emergency Services (“Cal OES”) (the “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, on March 13, 2025, the County circulated and distributed a Request for Proposals (Beacon Bid Reference No. RFP-2025-0008) for a qualified firm to provide environmental planning, permitting, and monitoring services in support of the Knights Landing Flood Mitigation Project (the “Project”), a copy of the solicitation is attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted a response to the solicitation, which is attached hereto 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 professional knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is

excluded or debarred from participating in or being paid for participation in any Federal or State program; and

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

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

NOW, THEREFORE, the County and the Contractor agree as follows:

I. PROFESSIONAL SERVICES FOR PHASE 1 OF THE PROJECT

A. Contractor shall furnish and perform the following services for the Project in accordance with Exhibits A and B, and in a manner satisfactory to the Director of General Services (the “Director”), or the Director’s written designee. These services include the following on an as-needed basis:

- Responding to any Requests for Information from FEMA that may arise during its Environmental and Historic Preservation Review.
- Assisting the County with tribal coordination.
- Ensuring any pre-construction environmental mitigation activities, occur and are completed in a way that is compliant with approvals.
- Any other environmental planning, permitting, and monitoring services that may be required.

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

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

- Exhibit A: Request for Proposal No. RFP-2025-0008 (*including the Notification of Subapplication Approval from Cal OES, dated August 15, 2023, for “FEMA-4482-DR-CA, Project #PJ0900, FIPS #113-00000, Supplement #17,” including the Cal OES “Hazard Mitigation Assistance Contracting Guidance for FEMA-Eligible Projects, Non-State Subrecipients” and FEMA Office of Chief Counsel – Procurement Disaster Assistance Team “Contract Provisions Template” documents that are attachments to the solicitation*)
- Exhibit B: Contractor’s Proposal Response

- Exhibit C: Contract Work Hours and Safety Standards Act Requirements
- Exhibit D: Clean Air Act and The Federal Water Pollution Control Act Requirements
- Exhibit E: Prohibition on Contracting for Covered Telecommunications Equipment or Services
- Exhibit F: Insurance Requirements
- Exhibit G: Worker's Compensation Certificate

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the terms of this Agreement shall prevail over the terms of the Exhibits.

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 III of this Agreement.

II. ADDITIONAL PROFESSIONAL SERVICES FOR PHASE 2 OF THE PROJECT

Contractor shall furnish and perform the following services for Phase 2 of the Project, in accordance with Exhibits A and B, and in a manner satisfactory to the Director upon a written task order or work proposal from the Director:

- Perform pre-construction biological surveys.
- Provide biological resource monitoring during construction.
- Provide cultural resources monitoring during construction.
- Provide tribal coordination assistance, and coordinate with any tribal resources monitors on site.
- Provide any other environmental compliance needed based on the requirements of the project's permits.
- Submit any required documentation pertaining to environmental compliance to the permitting agencies.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I and Paragraph II above, and subject to the condition that the services have been completed in accordance with the requirements of this Agreement, Contractor shall be compensated on a time and materials basis at the following hourly rates. In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

Principal-In-Charge.....	\$379.57
Project Manager	\$337.81
Senior Environmental Planner	\$337.81
Staff Environmental Planner.....	\$242.92
Junior Environmental Planner.....	\$189.78
Senior Cultural Resources Specialist.....	\$297.36
Staff Cultural Resources Specialist.....	\$223.01
Junior Cultural Resources Specialist	\$154.87
Senior Engineer.....	\$337.81
Staff Engineer	\$242.92
Junior Engineer	\$189.78
Senior Biologist	\$316.30
Staff Biologist	\$230.27
Junior Biologist.....	\$177.12
Senior GIS/CADD	\$196.12
Staff CADD	\$177.12
CADD/GIS Tech.....	\$164.48
Project Coordinator.....	\$146.41
Project Accountant.....	\$164.48
Senior Public Outreach	\$234.06
Junior Public Outreach.....	\$139.18

B. Compensation rates shall remain firm for the Initial Term of this Agreement but may be increased thereafter as provided in Paragraph IX.A of this Agreement. The Director may approve modifications of the term, scheduling, and allocation of funds between the tasks and subtasks set forth in this paragraph, provided that there is no increase in the total compensation set forth herein. The total amount of compensation to be paid to Contractor for the services required by this Agreement for Phase 1 of the Project shall not exceed Fifty Thousand dollars (\$50,000.00).

C. If the County requests the additional services for Phase 2 of the Project, as specified in Paragraph II of this Agreement, the total amount of compensation to be paid to Contractor for the services required by this Agreement for Phase 2 of the Project shall not exceed Two Hundred Thousand dollars (\$200,000.00).

D. The following expenses may be reimbursed if they are incurred after prior written approval of the Director: subcontractor expenses at-cost; copying expenses; travel expenses (note: travel expenses will only be reimbursed within the limits and in the manner

provided in County Policy for County employees); equipment rental costs; and purchase of other materials necessary to provide the services required in Paragraph I and Paragraph II.

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

IV. METHOD OF PAYMENT

A. Contractor shall submit monthly invoices to the County detailing: the services provided; the dates for which the services were provided; the amount of time spent by each staff person providing the services calculated to the one-tenth of an hour; the rate per hour charged for each person providing the service; and an itemization of the actual expenses for which reimbursement is requested.

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

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

V. REPORTS

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

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor, and which is within County's possession. No charge will be made for these materials. Contractor is entitled to rely upon the accuracy and completeness of materials furnished by County, provided that Contractor shall provide County prompt notice of any known defects in such materials.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

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

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

VII. RECORDS; ACCESS, RETENTION

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

VIII. DISPUTES

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

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from the Effective Date through June 30, 2027 (the "Initial Term"), unless sooner terminated as hereinafter provided. This Agreement may be extended by the County in one-year increments up to an additional two years. Such an

extension must be approved in writing by the Director. Contractor's hourly rates provided in Paragraph III.A 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 in accordance with the requirements of this Agreement 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 in accordance with the requirements of this Agreement and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

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

X. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, executive orders, directives, and laws. Contractor further acknowledges that FEMA financial assistance will be used to fund all or a portion of the Agreement. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including the State Contract and policies and guidelines established by 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.

XI. ADDITIONAL APPLICABLE LAWS; PREVAILING WAGE

Contractor acknowledges that this Agreement is subject to additional applicable laws, including equal opportunity requirements and responsibilities in the State Contract, including FEMA's Standard Mitigation Grant Program Conditions and the Cal OES Hazard Mitigation Assistance Contracting Guidance for FEMA-Eligible Projects, as well as 2 CFR Sections 200.318-200.327 including but not limited to the following:

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

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

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

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

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

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

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

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

H. Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, Contractor must verify that it, its

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

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

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

K. No Obligation by the State Government/Cal OES. The State of California is not a party to this Agreement and is not subject to any obligations or liability to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

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

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

N. NEPA Compliance. Contractor shall comply with all National Environmental

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

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

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

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

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

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

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

Q. Prevailing Wage Requirements – California Prevailing Wages. Contractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed

to perform work on the project available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site, including a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

R. Disadvantaged Business Enterprise (DBE) and Labor Surplus Area Firms (LSAs). This Project requires compliance with DBE requirements as stated in Title 2 CFR part 200, Subpart D, section 200.321 and the State Contract, to ensure that disadvantaged business entities (DBEs), such as small businesses, 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 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), as those requirements may be amended, including:

1. Placing DBEs/LSAs on solicitation lists and solicit to them when they are a potential source;
2. Using the services of organizations such as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of

Commerce;

3. Establishing delivery schedules, where the requirement permits, which encourage participation by DBEs;
4. When economically feasible, divide total requirements into smaller tasks or quantities and establish delivery schedules; and
5. Requiring any subcontractors to follow these affirmative steps.

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

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

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

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

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

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

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

the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) of this Section XII.B in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the

applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

XIII. CONTRACTOR'S RESPONSIBILITIES

A. The standard of care for Contractor's services shall be the care and skill ordinarily used by members of Contractor's professional practicing under the same or similar circumstances at the same time and in the same locality.

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. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault. This subsection (b) shall not apply if project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.

E. Any subcontractors must agree to be bound to the Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. All subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work.

XIV. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

XV. WORKERS' COMPENSATION

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

XVI. NOTICE

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

CONTRACTOR

HDR Engineering, Inc.
Attn: Jafar Faghieh, PE, Project Manager
1 Capitol Mall, Suite 500
Sacramento, CA 95814-3245
jafar.faghieh@hdrinc.com

COUNTY

County of Yolo
Attn: Director of General Services
120 West Main, Suite C
Woodland, CA 95695-2998
naturalresources@yolocounty.gov

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

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

XVII. CONFLICT OF INTEREST

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

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

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

XVIII. COVENANT AGAINST CONTINGENT FEES

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

XIX. AUDITS; ACCESS TO RECORDS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State Contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

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

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

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

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

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

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

amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

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

XX. ASSIGNMENT AND SUBCONTRACTS

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

XXI. STATUS OF CONTRACTOR

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

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

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

XXII. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the Grant Agreement or the Hazard Mitigation Grant Program.

XXIII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any

breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIV. AUTHORIZED REPRESENTATIVE

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

XXV. PUBLIC RECORDS ACT

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

XXVI. ADDITIONAL PROVISIONS

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

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

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

1. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

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

XXVII. ENTIRE AGREEMENT

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

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

CONTRACTOR

COUNTY

By: _____
Elizabeth Mesbah, PE, Vice President
HDR Engineering, Inc.

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

Date: _____

Date: _____

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

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

By: _____
Kimberly E. Hood
Chief Assistant County Counsel

EXHIBIT A

**EXCERPT OF REQUEST FOR
PROPOSALS NO. RFP-2025-0008**

REQUEST FOR PROPOSALS NO. RFP-2025-0008

THIS EXHIBIT IS ON FILE WITH THE YOLO COUNTY DEPARTMENT OF
GENERAL SERVICES – PROCUREMENT DIVISION

EXHIBIT B

CONTRACTOR'S PROPOSAL RESPONSE

CONTRACTOR'S PROPOSAL RESPONSE

THIS EXHIBIT IS ON FILE WITH THE YOLO COUNTY DEPARTMENT OF
GENERAL SERVICES – PROCUREMENT DIVISION

EXHIBIT C

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

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

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards

Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

EXHIBIT D

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

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

A. Clean Air Act Requirements

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

B. Federal Water Pollution Control Act Requirements

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

EXHIBIT E

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

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

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

(b) **Prohibitions.**

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

EXHIBIT F

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

a. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate (ISO CG 25 03 or 25 04).

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

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

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

3. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the

requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

4. Other Insurance Provisions

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

b. Primary Coverage – The Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

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

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

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

6. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers and such coverage is not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail”

coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

7. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of the Agreement, provided that any changes to preceding insurance requirements will require approval from the Contractor.

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

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

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

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

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

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. All documents required by this paragraph may be provided in a redacted format should it be deemed necessary.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to be the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the equal amount of coverage required and the cost will be paid by Contractor.

EXHIBIT G

**WORKERS' COMPENSATION
CERTIFICATE**

WORKERS' COMPENSATION CERTIFICATE

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

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

CONTRACTOR

Signature

Name

Title

Date