

ATTACHMENT B

Wood Rodgers, Inc. Agreement
(LM 0.9. to 4.0)

AGREEMENT NO. _____

(Agreement for Sacramento River West Levee [LM 0.9 to 4.0] Improvements Project Final Design in Support of the Yolo County Knights Landing Flood Mitigation Project)

THIS AGREEMENT (the “Agreement”) is made and entered into as of January 13, 2026 (the “Effective Date”), by and between the County of Yolo, a political subdivision of the State of California (the “County”) and Wood Rodgers, Inc., a California corporation located in Sacramento, California (the “Contractor”), jointly referred to as the “Parties” herein.

WITNESSETH

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

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

WHEREAS, the County desires to final design engineering 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 December 13, 2024, the County circulated and distributed a Request for Proposals (Reference No. GSDRFPKK2455) for a qualified firm to provide professional services to perform the Sacramento River West Levee (LM 0.9 to 4.0) Improvements Project Final Design (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 specialized knowledge of relevant data, issues, and conditions; and

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

program; and

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

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

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

I. PROFESSIONAL SERVICES FOR PHASE 1 OF THE PROJECT

A. Contractor shall furnish and perform civil and geotechnical engineering design and support services for the Project in accordance with Exhibits A and B, and in a manner satisfactory to the Director of Community Services (the “Director”), or the Director’s written designee. These services include the following:

- Work with Yolo County to develop and maintain a project schedule.
- Provide support to Yolo County to seek community input on project development of the project designs (as needed).
- Incorporate regulatory and FEMA review comments on the existing 65% design package (as needed), collect additional data to perform analysis necessary in support of the preparation of the 100% geotechnical and civil design to address seepage, stability, and freeboard deficiencies.
- Prepare 100% designs for the Sacramento River West Levee (LM 0.9 to 4.0) project reach.
- Develop a construction cost estimate for the Sacramento River West Levee (LM 0.9 to 4.0) project reach at the 100% design level.

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. GSDRFPKK2455 (*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 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 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:

- Provide engineering support services during construction, which includes:
 - Providing as-builts.
 - Providing input to the construction completion report.
 - Providing updates to the Operations and Maintenance Manual.

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 a manner satisfactory to the Director, or the Director’s written designee, Contractor shall be compensated on a time and materials basis at the following hourly rates. In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

Principal Engineer II	\$320.00
Principal Engineer I	\$285.00
Senior Engineer II.....	\$260.00
Senior Engineer I	\$250.00
Engineer II	\$215.00
Project GIS I.	\$225.00
Senior CAD Tech II.....	\$200.00
Principal Surveyor I.....	\$285.00
Senior Surveyor II.....	\$260.00
Project Surveyor II.....	\$235.00
Survey 2-Man.....	\$365.00
Project Coordinator.....	\$170.00

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 One Hundred Thousand dollars (\$100,000.00).

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 Twenty-Three thousand dollars (\$230,000).

D. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth in this Paragraph. 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.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

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

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

VII. RECORDS; ACCESS, RETENTION

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

VIII. DISPUTES

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

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from the Effective Date, through January 12, 2029 (“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 to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. Termination for Convenience. This Agreement may be terminated for any reason by either party at any time during its term, by giving 30 days' written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, becomes excluded, debarred, or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute, or otherwise circulate any of the materials developed pursuant to this Agreement

and for which Contractor was compensated by the County without the express written permission of the Director.

X. APPLICABLE LAWS

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

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 nondiscrimination provisions of the rules, regulations, and relevant orders of the Secretary of Labor or administering agency.
6. Contractor will furnish all information and reports required by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its 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, and such other sanctions may be imposed and remedies invoked by the administering agency, 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 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 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. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

XIII. CONTRACTOR'S RESPONSIBILITIES

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

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

C. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

D. Any subcontractors must agree to be bound to the Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. All subcontractors must further agree to include the same

requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work.

XIV. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

During the term if 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

Wood Rodgers, Inc.
Attn: Principal-in-Charge
3301 C Street, Building 100-B
Sacramento, CA 95816-3350
jkors@woodrodgers.com

COUNTY

County of Yolo
Attn: Director of Community Services
292 West Beamer Street
Woodland, CA 95695-2511
naturalresources@yolocounty.gov

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

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

XVII. CONFLICT OF INTEREST

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

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

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

XVIII. COVENANT AGAINST CONTINGENT FEES

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

XIX. AUDITS; ACCESS TO RECORDS

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

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

C. FEMA/Cal OES Access to Records. To the extent not already covered in this Section, Contractor acknowledges that FEMA will fund this Agreement and that FEMA and Cal OES shall also have the right to review Contractor's records regarding the Project

and this Agreement. Contractor agrees to provide the County, Cal OES, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

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

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

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

XX. ASSIGNMENT AND SUBCONTRACTS

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

XXI. STATUS OF CONTRACTOR

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

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

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

XXII. AMENDMENT

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

XXIII. WAIVER

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

XXIV. AUTHORIZED REPRESENTATIVE

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

XXV. PUBLIC RECORDS ACT

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

XXVI. ADDITIONAL PROVISIONS

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

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

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

1. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

XXVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the

event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

//

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

CONTRACTOR

COUNTY

DocuSigned by:
Jonathan Kors
By: E3F2812F2DFE4DA...
Jonathan Kors, PE, Principal-in-Charge
Wood Rodgers, Inc.

By: _____
Sheila Allen, Chair
Yolo County Board of Supervisors

Date: 12/20/2025

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

EXHIBIT A

**REQUEST FOR PROPOSAL
NO. GSDRFPKK2455**



COUNTY OF YOLO

General Services Department
Procurement Division

Notice of Request for Proposals

For

SACRAMENTO RIVER WEST LEVEE (LM 0.9 TO 4.0) IMPROVEMENTS PROJECT FINAL DESIGN

IN SUPPORT OF THE KNIGHTS LANDING FLOOD MITIGATION PROJECT

RFP# GSDRFPKK2455

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

**Proposal Responses Due:
February 14, 2025
2:00 PM**

RFP Coordinator:
Karen Kawelmacher
(530) 666-8073

karen.kawelmacher@yolocounty.gov

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Section II.	RFP Schedule of Events	8
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Section IV.	Terms and Conditions	14
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Exhibits:

- Exhibit A: Transmittal Letter
- Exhibit B: Proposal Questionnaire
- Exhibit C: Fee Schedule & Cost Estimate
- Exhibit D: Customer References
- Exhibit E: Signature Page
- Exhibit F: Non-Collusion and Non-Conflict of Interest Statement
- Exhibit G: Certification of Exceptions to RFP Documents
- Exhibit H: Anti-Lobbying Certification

Attachments:

- Attachment 1: Sample Agreement (including Grant Approval letters & FEMA package, Cal OES HMA contracting guidance & PDAT-Contract Provisions Template)

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE

The County of Yolo (“County”) is requesting the submittal of proposals for professional engineering services to perform the **SACRAMENTO RIVER WEST LEVEE (LM 0.9 TO 4.0) IMPROVEMENTS PROJECT FINAL DESIGN** based on existing partial design documents. The County expects the selected consultant to use the partial design documents in preparing the final design but makes no representation of the suitability or completeness of any part of those documents. Furthermore, the County is requesting the selected firm to provide engineering services during construction.

The efforts will be funded through an executed grant agreement between Yolo County and the Federal Emergency Management Agency (“FEMA”) under the Hazard Mitigation Grant Program (“HMGP”). Grant funding will be used to advance a previously completed preliminary design to reduce flood risk of four critical resources within the Knights Landing project area in Yolo County. **This RFP focuses on a specific reach of the Sacramento River West Levee from Levee Mile 0.9 to Levee Mile 4.0, as shown on page 4.**

The successful respondent to RFP will be able to work cooperatively with County staff to provide these services and will be the one best qualified based on predetermined evaluation criteria provided within this RFP.

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

B. SYNONYMOUS TERMS

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

C. SCOPE OF WORK

1. BACKGROUND:

In July 2023, Yolo County received funding from FEMA’s HMGP Program for the Knights Landing Flood Mitigation Project. The project proposes to mitigate flood risk and build resiliency into the levees that surround the Knights Landing Basin from flooding from the Sacramento River and the Knights Landing Ridge Cut through a series of flood mitigation actions to strengthen approximately 3.78 levee miles of the surrounding levees.



Path: E:_Flood Control\1927-1 - Yolo CSA-4 - Knights Landing\DMG Figure\ArcMap\Knights Landing Levee Resiliency Project (Single Symbol).and

The flood mitigation actions to increase the flood risk reduction capability of the levees include strengthening the raising the levees to make the more resilient to higher and more frequent storm events by minimizing the potential for the levees to fail either from under or through seepage, poor levee stability, or overtopping.

The project will be designed to the 1% annual chance water surface elevation (“WSE”) along the Sacramento River, and up to the authorized 1957 WSE (which is greater than the 1% annual chance flood WSE) along the Knights Landing Ridge Cut. Hydrologic data and a hydraulic model will be used to optimize the design with consideration to climate change data by evaluating the Year 2067 climate change data developed by the California Department of Water Resources (“DWR”).

The project will be completed using a phased approach. Phase 1 will include design, permitting, and completion of the FEMA Environmental and Historical Preservation review, and real estate purchases and approvals. Information gathered during design will be used to inform a Conditional Letter of Map Revision application. Phase 2 will include implementation (i.e., construction) of the project and grant reporting and closeout. Phase 2 is dependent on FEMA approval of the Phase 1 deliverables and funding agreement execution.

As a part of the Phase 1 deliverables, Yolo County will prepare 90% and 100% levee design drawings, technical specifications and cost estimates, and the construction bid package. The design documents will include preparation of right-of-way impacts to assist with quantification of right-of-way requirements.

Previous evaluations of the levee have identified seepage, landside levee seepage, stability, and freeboard concerns. Yolo County, in coordination with DWR under the Small Communities Flood Risk Reduction Program, have advanced project designs to the 65% design level. Design work products included preparation of basis of design reports (surveying, civil, geotechnical, hydraulic, and hydrology), associated data reports, civil design plans, and preparation of regulatory and environmental compliance permit applications and documentation. Utilizing the FEMA HMGP funding, the County will be incorporating comments from the Central Valley Flood Protection Board and U.S. Army Corps of Engineers to finalize these designs. These designs will be used to inform construction. Additionally, the selected design engineer will be responsible for providing engineering services during construction to include tracking of the as-built condition.

The County’s goal is to improve the Sacramento River West Levee LM 0.9 to 4.0 Reach to meet seepage exit gradient criteria, and landside slope stability factor of safety requirement at 100-year WSE. The constructed project will also include a minimum of 3 feet of freeboard above the 100-year WSE. The proposed improvement considers construction of a combination drained seepage/stability, cut off walls, stability berms, and levee raising to a minimum of 3 feet of freeboard above the 100-year WSE, where needed.

2. VENDOR MINIMUM QUALIFICATIONS:

- a. Vendor shall have a minimum of five (5) years of experience performing water resources planning and design services required in this RFP.
- b. Yolo County encourages the participation of Minority Business Enterprise (“MBE”), Women-Owned Business Enterprise (“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 an MBE or WBE firm, or a non-MBE or non-WBE firm.

- c. Vendors shall adhere to all State and Federal laws, regulations and executive orders and implement regulations regarding providing services for this project, including the requirements for this FEMA/Cal OES funded project specified in the Grant Approval letters & FEMA package, HMA contracting guidance & PDAT-Contract Provisions Template
- d. Vendor must verify that is not in the excluded party listing system on the System for Award Management website (<https://sam.gov/>). Firm must visit the website and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System. If awarded the contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

3. VENDOR MINIMUM WORK REQUIREMENTS:

Firm shall have expertise in water resource planning and design to complete the Sacramento River West Levee (LM 0.9 to 4.0) Improvements Project Final Design based on the existing designs and other resources completed to date. The final design is expected to encompass the necessary steps to fulfill the County's requirements under Phase 1 of the FEMA HMGP grant.

The following is a general task list of services to be provided by the retained firm under Phase 1 specific to the Sacramento River West Levee (LM 0.9 to 4.0) Project Reach:

- Work with the County to develop and maintain a project schedule.
- Provide support to the County to seek community input on project development of the project designs (as needed).
- Incorporate regulatory and FEMA review comments on the existing 65% design package, collect additional data to perform analysis necessary in support of the preparation of the 100% geotechnical and civil design to address seepage, stability, and freeboard deficiencies.
- Prepare 100% designs.
- Develop a construction cost estimate at the 100% design level.

The following is a general task list of services to be provided by the retained firm under Phase 2, should the County be successful in receiving the Phase 2 funding:

- Provide engineering support services during construction, which includes:
 - Providing as-builts.
 - Providing input to the construction completion report.
 - Providing updates to the Operations and Maintenance Manual.

4. SERVICE CONTRACT:

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

5. COMPLAINTS:

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

D. AWARDED CONTRACTOR REQUIREMENT

1. The successful Awarded contractor must supply all insurance requirements as required in Exhibit F of Attachment 1.
2. Due to the nature of the funding for this project, this procurement process is guided by State and Federal law, regulations, and guidelines including but not limited to the procurement standards in 2 CFR Part 200 Subpart D and the conditions of the grant shown in Attachment 1. The selected respondent will be expected to take a proactive role in ensuring that their work complies with and assists the County comply with these directives. Contractors are subject to the same policies, procedures, conditions, and certifications as the grant recipients and subrecipients.
3. 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. CONTRACT TERM

The Contract Term will be from the date of execution of the agreement between the selected firm and the County for a period of three (3) years. The County reserves the right to extend the agreement in one-year increments up to an additional two (2) years. Furthermore, the contract may be extended to accommodate any services provided under Phase 2, should those services fall outside of the contract term, so long as the County has received approval from FEMA to proceed with the phase, and the funding has been established.

F. 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.

G. 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.

H. ADDENDA

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

SECTION II. RFP SCHEDULE OF EVENTS

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

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors.

EVENT	DATE / TIME
County Issues RFP	12/13/2024
Deadline for Written Comments Posted on BidSync	01/24/2025 @ 2:00 PM
County Issues Responses to Written Comments	01/31/2025
Proposals Due	02/14/2025 @ 2:00 PM
County Completes Evaluations	03/07/2025
Anticipated Contract Start Date	03/25/2025

SECTION III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP COORDINATOR

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

Karen Kawelmacher
 Yolo County Department of General Services
 120 West Main Street, Suite C
 Phone: (530) 666-8073
 Email: karen.kawelmacher@yolocounty.gov

B. COMMUNICATIONS REGARDING THE RFP

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

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

Any irregularities or lack of clarity in the RFP should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful contractor will be required to provide and maintain insurance as required and listed in Attachment 1: Sample Agreement before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFP AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (PRA, California Government Code §6250 and following). The PRA contains limited exemptions. If proprietary information is contained in or attached to the bid, and you claim that it falls within one or more PRA exemptions, the bid must clearly mark that information, "Exempt from PRA." In the event of a PRA request for such information, the County will contact you and request that you agree in writing to defend and indemnify the County in any litigation that may result from denial of a PRA request. Unless you

agree to do so within five (5) business days, the County will disclose the information under the PRA.

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. Ranking of proposals will be qualifications-based. The County will make an award in the best interests of the County after all factors have been evaluated with the weight factors specified below:

EVALUATION CRITERIA		MAXIMUM POINTS
1.	Firm and project team background and credentials	35 points
2.	Project understanding	35 points
3.	Proposal quality and completeness	20 points
4.	References	10 points

The selection committee may elect to conduct interviews with the top-ranked firms prior to making a final ranking determination. Interview evaluation factors, if interviews are held, will include an overall demonstration of the project manager’s ability to manage the project, and the project team’s knowledge and expertise in the subject area and ability to perform the required tasks based on the depth and professionalism of the interview presentation.

R. AWARD PROCESS

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

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

S. PROTESTS

The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1. Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of County employee designated as the RFP Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
- g. The party filing an "award" protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest;
- h. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of General Services
120 West Main Street, Suite C
Woodland, CA 95695
Procurement@yolocounty.gov

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

In all cases, the first level of review of any protest shall be conducted by the respective Department issuing the solicitation.

However, should a protester disagree with the conclusion of the Department Head, the Bidder/Offeror may submit a formal written request by e-mail or hard copy and received

within five (5) working days from the date of the first determination made by the Department Head for further review to the County Administrator's Office (CAO). No facsimiles will be accepted. The CAO decision shall be final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

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

2. Protest of RFP/BID Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided in writing by e-mail or hard copy directly to the RFP Coordinator prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync. No facsimiles will be accepted.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions.**" No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms, or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied, and the protester wishes to continue in the solicitation process, they must still submit a bid/proposal prior to the close of the solicitation.

3. Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received by the RFP Coordinator within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**" and shall be received by e-mail or hard copy. No facsimiles will be accepted. Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

4. Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than five (5) working days after the notice of the proposed contract award to the respective RFP Coordinator of this solicitation and the Manager of Procurement. Notice must be clearly marked "**Notice of Protest of Award of Contract**" and may be received by e-mail or hard copy. No facsimiles will be accepted. A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

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

SECTION IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The Purchasing Agent reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform

B. NON-WAIVER

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

C. FEDERAL, STATE, AND LOCAL LAWS

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. PREVAILING WAGE; LABOR CODE COMPLIANCE

- a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify, and hold the County, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all Sub-contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on

a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

F. ADDITIONAL APPLICABLE LAWS

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

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

31 U.S.C. 1352. The parties must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

4. The Contractor shall conform to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government, including but not limited to the following: Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708) and the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
5. The Contractor is required to comply with Federal Regulations 2 CFR Part 180 and 2 CFR Part 200:
 - a. Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).
 - b. The Contractor must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to (name of sub-awarding State agency, if applicable), and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.
 - d. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C throughout the period of this contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. Prohibition on Contracting for Covered Telecommunications Equipment or Services. Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds as specified in 2 CFR 200.216.
7. The Contractor shall comply with the domestic preferences for procurement guidelines for the purchase, acquisition, or use of goods, products, or materials produced in the United States in 2 CFR § 200.322 and make the maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;

- b. Meeting contract performance requirements; or
- c. At a reasonable price.

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

8. The Drug-Free Workplace Act of 1990 requires the Contractor to comply with the requirements of Government Code Sections 8350-8357 and the requirements of federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620.
9. No Obligation by the Federal or State Government: Neither the Federal Government are not parties to the contract and are not subject to any obligations or liability to the County, Contractor, or any other party pertaining to any matter resulting from any contracts awarded pursuant to this RFP.
10. Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions.
11. Prevailing Wage Requirements: This Project is subject to California Prevailing Wages and Labor Compliance requirements.
12. Department of Homeland Security (DHS) seals, logos, crests or flags or likenesses of the DHS agency officials shall not be used without specific FEMA pre-approval.
13. **Disadvantaged Business Enterprise ("DBE") and Labor Surplus Area Firms ("LSAs")**. This Project requires compliance with DBE requirements as stated in Title 2 CFR part 200, Subpart D, section 200.321, to ensure that small businesses, minority, and women's owned businesses (DBEs), and LSAs are used when possible. The DBE Program requires certain information and forms to be submitted regarding all DBEs participation and utilization. Contractor must take all necessary affirmative good faith steps to use DBEs and LSAs when using subcontractors, as described in Title 2 CFR part 200, Subpart D, section 200.321(b)(1)-(5), including:
 - a. Placing DBEs/LSAs on solicitation lists and solicit to them when they are a potential source;
 - b. Using the services of organizations such as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;
 - c. Establishing delivery schedules, where the requirement permits, which encourage participation by DBEs;
 - d. When economically feasible, divide total requirements into smaller tasks or quantities and establish delivery schedules; and

e. Requiring any subcontractors to follow these affirmative steps.

14. The successful proposer shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
15. The successful proposer shall ensure compliance with all environmental and historic preservation laws, including the National Environmental Policy Act (“NEPA”) and the National Historic Preservation Act (“NHPA”) as applicable to the performance of this Agreement, including 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR 1500 – 1508. Grantee shall not receive authority to incur activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

G. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age, or national origin in the operations conducted under any resulting contract. In addition, Contractor shall comply with the nondiscrimination and Equal Employment Opportunity provisions set forth in Section XII of the Sample Agreement (Attachment 1).

H. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

I. ADDITIONAL PURCHASES

Following the award, the Purchasing Agent may dispense with separate bidding for additional purchases/services of like item(s) from the successful proposer within a twelve (12) month period from the initial purchase date provided that the vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

J. EXTENSIONS

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

K. PRICE ESCALATION

All prices are firm for a period of three (3) years from the date of award. If the contract is extended by the County beyond the initial three year term, the Contractor may raise prices/hourly rates in accordance with the Consumer Price Index (CPI-W, US City Average, All items; NSA), up to a maximum three percent (3.0%) increase per year over the prior year CPI, rounded to the nearest tenth of a percent per year commencing with the effective date of the first contract extension beyond the initial three year term. Any such CPI increase shall be rounded to the nearest tenth of a percent.

L. INVOICES AND PAYMENT TERMS

Invoices are to be emailed or mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered, and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

M. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Agent) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

N. DEFAULT

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

O. TERMINATION FOR CONVENIENCE

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the contractor thirty (30) days prior to the effective date of such cancellation.

P. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the County for payment to a contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Q. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

R. F.O.B. POINT

All prices quoted shall be F.O.B. destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

SECTION V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. SUBMITTING PROPOSALS

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

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for Vendor support.

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

B. REQUIRED PROPOSAL SUBMITTALS

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

Exhibit A: Transmittal Letter

Exhibit B: Proposal Questionnaire

Exhibit C: Fee Schedule & Cost Estimate (*note: this exhibit is to be submitted separately from other exhibits*)

Exhibit D: Previous Customer References

Exhibit E: Signature Page

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

Exhibit G: Certification of Exceptions to RFP Documents

Exhibit H: Anti-Lobbying Certification

C. PROPOSAL FORMAT AND CONTENT

The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The format and content of the Proposal are as follows:

1. If provided, **use any forms included in the Exhibits** as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
2. Identify the Exhibit Category of the proposal, Proposal number and Proposer name on every page submitted.
3. All pages must be numbered sequentially.

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

END OF DOCUMENT

EXHIBIT B

CONTRACTOR'S PROPOSAL RESPONSE



County of Yolo | Proposal for
**Sacramento River West Levee (LM 0.9 to 4.0)
Improvements Project Final Design**

**In Support of the Knights Landing Flood Mitigation Project
RFP# GSDRFPKK2455**

February 14, 2025



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* Denotes Items submitted separately from this technical proposal.





EXHIBIT A: TRANSMITTAL LETTER

February 14, 2025

Karen Kawelmacher
Yolo County Department of General Services
120 West Main Street, Suite C
Woodland, CA 95695

RE: REQUEST FOR PROPOSALS – SACRAMENTO RIVER WEST LEVEE (LM 0.9 TO 4.0) IMPROVEMENTS PROJECT FINAL DESIGN IN SUPPORT OF THE KNIGHT’S LANDING FLOOD MITIGATION PROJECT

Dear Ms. Kawelmacher & Members of the Selection Committee:

The Sacramento River West Levee (LM 0.9 to 4.0) Improvements Project (Project) represents a critical action to mitigate flood risk and build resiliency into the levees that surround the Knights Landing Basin. This project is a part of Yolo County’s program to enhance the protection provided by levees at the Sacramento River and the Knights Landing Ridge Cut strengthening approximately 3.78 miles of surrounding levee.

Wood Rodgers’ approach to the Sacramento River West Levee (LM 0.9 to 4.0) Improvements Project (Project) will be to apply our understanding of the Project goals, objectives and challenges which ***we have become thoroughly familiar with by developing the 65% design level Project documents in cooperation with MBK Engineers, Inc. as part of the Knights Landing Small Community Flood Risk Reduction Project, Phase 2.*** These include: (1) mitigating flood risk and building resiliency into the Sacramento River West Levee; (2) identification of levee encroachments and penetrations and their risks to levee performance; (3) understanding the geologic conditions and the associated mitigation measures required to achieve the Project goals; (4) understanding of past projects performed within the extents of the Project and how to incorporate those into the design; (5) understanding the environmental constraints for the Project, particularly along the waterside of the levee.

Wood Rodgers has retained its current partner firm from the preliminary design, Shannon and Wilson, for the final design. The team will be led by Peter Blum, PE, as Project Manager. Other Wood Rodgers employees including Tim Chamberlain and Michael Hughes, PE, will support Mr. Blum with management and coordination of Environmental and Geotechnical work by others. I will bring my 28 years of flood control design experience as well as management expertise to ensure that the team has all the resources necessary to execute the work with efficiency and accuracy.

We appreciate the opportunity to continue to be of service to Yolo county on this Project.

Sincerely,

A blue ink signature of Jonathan Kors, written in a cursive style.

Jonathan Kors, PE
Principal-in-Charge
(Authorized to Bind the Firm)

A blue ink signature of Pete Blum, written in a cursive style.

Pete Blum, PE
Project Manager



EXHIBIT B – PROPOSAL QUESTIONNAIRE

1. GENERAL COMPANY INFORMATION

1A) COMPANY OVERVIEW

Wood Rodgers's Inc. is a California S-Corporation with a staff of over 360 employees including professionally registered engineers in the fields of civil, geographic information system (GIS), transportation, traffic, structural, mechanical, and geotechnical; licensed hydrogeologists; professional land surveyors; certified floodplain managers.

Our expertise relative to the proposed work includes the following:

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

For over 28 years, Wood Rodgers has built a highly capable water resources practice specializing in riverine analysis, flood control, and groundwater management. Our team has extensive experience in feasibility studies and final design for flood risk reduction and multi-benefit projects, including levee strengthening, setbacks, detention basins, weirs, pump stations, and other critical hydraulic infrastructure. **With direct expertise in levee design and FEMA-funded mitigation projects, we are well-equipped to support Yolo County in delivering a resilient and compliant solution for the Sacramento River West Levee Improvements Project.**

OUR COMMITMENT TO THE COUNTY OF YOLO

Wood Rodgers has a long history of working alongside Yolo County and its communities to enhance flood protection and resilience. Our experience includes master drainage studies for the towns of Madison and Esparto, as well as the cities of Winters, West Sacramento, and Woodland. Notably, **we have played a key role in the major federal effort to address flooding from Cache Creek in Woodland.** Additionally, we support Reclamation District 2035 in managing regional flood challenges related to the Yolo Bypass.

For the Sacramento River West Levee (LM 0.9 to 4.0) Improvements Project, **we are committed to leveraging our deep expertise in levee design, hydrology, and flood risk mitigation to support Yolo County's efforts in strengthening critical flood infrastructure.** Our team understands the complexities of FEMA's Hazard Mitigation Grant Program and will ensure compliance while delivering a resilient, climate-adaptive solution to protect life, property, and the regional economy.

FINANCIAL STRENGTH & STABILITY

Wood Rodgers, Inc. has maintained strong financial stability throughout 28 years of operation, never defaulting on obligations. We are profitable and fully capable of meeting all financial requirements for this project. Financial statements are available upon request.

WOOD RODGERS DIFFERENTIATORS



46.8+ million

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



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



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



1B) AGENCY BACKGROUND & COMPREHENSIVE EXPERTISE IN SERVICE DELIVERY

I. NUMBER OF EMPLOYEES

Wood Rodgers is a **multi-disciplinary firm with over 360 employees**, bringing together a diverse team of professionals to meet the needs of Yolo County's scope of services.

II. FIRM'S ORGANIZATIONAL CHART

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

PRESIDENT Mark Rayback			
BOARD OF DIRECTORS			
Mark Rayback	Andy Durling	Karrie Mosca	Glen Parker
Cary Chisum	Jonathan Kors	Kevin Gustorf	Matt Spokely
PRINCIPALS			
ACCOUNTING & ADMINISTRATION Justin Rollman +22 Staff	CIVIL Matt Spokely Jeff Carpenter Mike Motroni Paul Klein Jason Reed Cary Chisum Mark Cendagorta	SURVEYING & MAPPING Dennis Barber Kevin Almeter +35 Staff	WATER RESOURCES Kevin Gustorf Jonathan Kors Jeffrey Lodge Daniel Matthies
HUMAN RESOURCES Theresa Gaughan +3 Staff	PLANNING & ENVIRONMENTAL Timothy Denham Tim Chamberlain Stan Mette	TRANSPORTATION Glen Parker Melissa Gomez Jason Lemons David Mellis Steven Robinson James Pangburn Bryan Gant	BRIDGES & STRUCTURES Chris Hodge +5 Staff
TECHNOLOGY & FACILITIES Cary Chisum Michael Albrecht +8 Staff	LANDSCAPE ARCHITECTURE John Nicolaus +5 Staff	CORPORATE COMMUNICATIONS Kevin Gustorf +8 Staff	GEOTECHNICAL Justin McDougal +26 Staff
GIS & CADD Sheng Tan Eric Fard +15 Staff			
TOTAL PROFESSIONAL & SUPPORT STAFF			
360+			

III. APPLICABLE AGENCY LICENSES & CERTIFICATIONS

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

» **Jonathan Kors, PE (Principal-in-Charge)**

– Professional Civil Engineer, CA No. 59538; Exp. Date: December 31, 2025

» **Pete Blum, PE (Project Manager)**

– Professional Civil Engineer, CA No. 79451; Exp. Date: March 31, 2026

» **Matt Zimmerman, PE (Civil Design)**

– Professional Civil Engineer, CA No. 96801; Exp. Date: December 31, 2026

» **Michael Hughes, PE (Geotechnical Coordination)**

– Professional Civil Engineer, CA No. 72639; Exp. Date: June 30, 2026

» **Callan Yu, PE, GE, Shannon & Wilson (Geotechnical Design)**

– Professional Civil Engineer, CA No. 77899; Professional Geotechnical Engineer, CA No. 3117; Exp. Date: June 30, 2025

» **Robert Tillis, PE, GE, Shannon & Wilson (Geotechnical Design)**

– Professional Civil Engineer, CA No. 41180; Professional Geotechnical Engineer, CA No. 2160; Exp. Date: March 31, 2025

» **Tim Chamberlain (Environmental Coordination)**

– No Licenses or Certifications.

» **Dennis Barber, PLS (Survey & Mapping)**

– Professional Land Surveyor, CA No. 8067; Exp. Date: December 31, 2025

» **Anthony Johnson, PE, SE (Structural Design)**

– Professional Structural Engineer, CA No., 5349; Exp. Date: September 30, 2026; Professional Civil Engineer, CA No., 60515; Exp. Date: September 30, 2026



2. EXPERIENCE & QUALIFICATIONS

2A) SUMMARY OF FIRM'S EXPERIENCE

Wood Rodgers provides comprehensive flood control and drainage solutions, including levee design, storm drainage facility analysis, and watershed management. We have extensive experience in FEMA-funded projects, including Cooperating Technical Partnerships (CTP) studies, flood hazard mapping updates, and processing CLOMRs/LOMRs. Our team utilizes advanced hydraulic and hydrologic modeling tools such as HEC-RAS, TUFLOW, and XP-SWMM to support flood risk reduction and mitigation efforts. With a strong track record in levee strengthening and regional flood management, we are well-equipped to assist Yolo County in delivering a resilient and compliant levee improvement project.

LEADING INDUSTRY EXPERIENCE

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



PROJECT STATS:

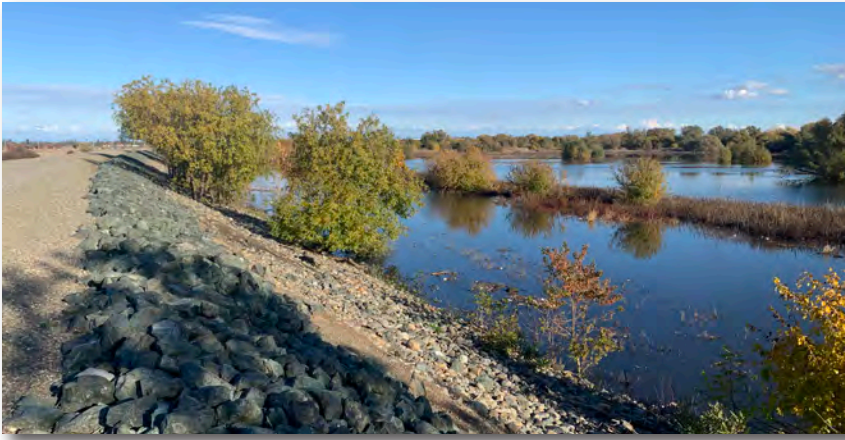
Wood Rodgers Role:	Prime Consultant – Design, Surveying & Mapping
Contract Value:	Original & Final: \$358,178
Project Timeline:	May 2019 – October 2022
Project Owner:	Reclamation District No. 817
Project Location:	Yuba County
Contact Name, Title, Address, Telephone, & Email:	Tom Engler (Project Manager) – MBK Engineers 455 University Ave., #100, Sacramento, CA 95825 Tel. (530) 656-1075 Em. engler@mbkengineers.com
Project Relevancy:	<ul style="list-style-type: none"> » Setback Levee & Cutoff Wall Construction, » CVFPB Encroachment Permit & USACE 408 Authorization, » CEQA/NEPA Documentation Support

RECLAMATION DISTRICT NO. 817

Bear River North Levee Setback – Yuba County, CA

On behalf of Reclamation District 817, Wood Rodgers designed a 2,500 foot setback levee at the Bear River North Levee near Wheatland, California in 2019. The new levee tied into the 2009 levee cutoff wall designed by Wood Rodgers and constructed further upstream at the BRNL.

Wood Rodgers prepared civil design plans, performed project surveying and mapping, and performed construction management on the Project. The work involved a new levee embankment, foundation cutoff wall, and levee landslide slope buttress for approximately 10,000 lineal feet. Surveying work included topographic surveying for design and construction quality assurance surveys. The levee was constructed in 2022.



SACRAMENTO AREA FLOOD CONTROL AGENCY

Morrison Creek/N. Beach Lake Levee – Sacramento, CA

Wood Rodgers designed levee improvements along the North Beach Lake Levee and Morrison Creek in South Sacramento to address insufficient levee height and provide 200-year flood protection. The project included raising levees, analyzing SREL improvements to prevent erosion, and designing a stockpile area for temporary I-5 closure during floods. Most levee sections were raised landward, except near the Sacramento Regional Wastewater Treatment Plant, where coordination was needed for a waterward raise. A stability analysis guided floodwall modifications using existing geotechnical data, and evaluations along the UPRR tracks determined necessary reinforcements to mitigate potential flood risks.

PROJECT STATS:

Wood Rodgers Role:	Prime Consultant – Design
Contract Value:	Original & Final: \$1.56 M
Project Timeline:	2021 - 2024
Project Owner:	Sacramento Area Flood Control Agency
Project Location:	Sacramento, CA
Contact Name, Title, Address, Telephone, & Email:	Dan Tibbitts, Director of Engineering (SAFCA) 1007 7th Street, 7th Floor, Sacramento, CA 95814 Tel. (916) 875-0639 Em. tibbittsd@saccounty.gov

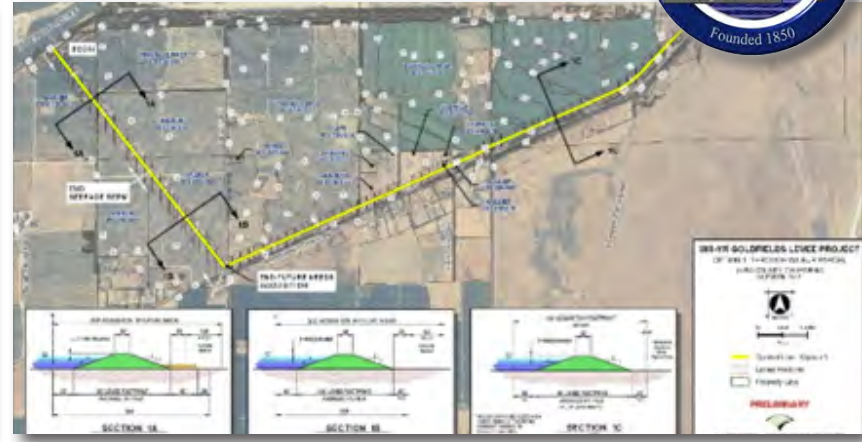
SUTTER BUTTE FLOOD CONTROL AGENCY

Feather River West Levee Project – Yuba, CA

Wood Rodgers, subcontracted to HDR Engineering, provided engineering design and construction support for the Sutter Butte Flood Control Agency's Feather River West Levee Project, rehabilitating 40 miles of levee due to seepage and stability concerns. They developed construction plans, specifications, and cost estimates for cutoff walls, seepage berms, and pressure relief wells, sourced 750,000 cubic yards of borrow materials, and designed solutions for areas complicated by roads, rail lines, and utilities. Wood Rodgers also coordinated the relocation of 54 PG&E utility lines and managed easements, base maps, and acquisition documents for over 240 parcels.

PROJECT STATS:

Wood Rodgers Role:	Subconsultant – Design & Construction Support
Contract Value:	Original & Final: \$1.2 M
Project Timeline:	2022 - 2024
Project Owner:	Sutter Butte Flood Control Agency
Project Location:	Yuba, CA
Contact Name, Title, Address, Telephone, & Email:	Michael Bessette, PE, Executive Director 1445 Butte House Rd #B, Yuba City, CA 95993 Tel. (530) 755-9859 Em. mbessette@sutterbutteflood.org



RECLAMATION DISTRICT NO. 1001

Auxiliary Pump Station – Sutter County, CA

Wood Rodgers provided environmental studies, CEQA/NEPA documentation, permits, and design plans for an auxiliary drainage pump station near the Natomas Cross Canal North Levee. The station will supplement RD 1001’s main pump plant with two propane-fueled, 300-horsepower motors and vertical turbine pumps (125 cfs capacity) on an elevated steel platform. Wood Rodgers completed biological and cultural studies, including mitigation for Giant Garter Snake impacts, and secured all necessary regulatory permits, including USACE 404/408, RWQCB 401, CDFW 1602, and CVFPB floodplain encroachment permits. The FEMA-funded project included environmental documentation support.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Yuba River South Levee 200-Yr Setback Levee – Yuba, CA

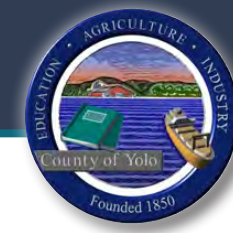
Wood Rodgers provided civil engineering design for the Goldfields 200-year setback levee, protecting areas south of the Yuba River and east of the Feather River in Reclamation District 784. The 3.5-mile project included seepage mitigation (cutoff walls and seepage berms), borrow sources, drainage, and two water supply crossings—a double 5x8 box culvert and a 36-inch drainage culvert. Borrow sites were converted into interior drainage facilities to minimize local impacts, and utility relocations were coordinated with PG&E and the Yuba County Water Authority. Funded by the California DWR UFRR Program, Wood Rodgers also provided construction management, including Resident and Office Engineering and the Construction Completion Report.

PROJECT STATS:

Wood Rodgers Role:	Subconsultant – Design, Environmental Permitting
Contract Value:	Original & Final: \$650,000
Project Timeline:	2020 - 2024
Project Owner:	Reclamation District no. 1001
Project Location:	Natomas Cross Canal North Levee, Sutter County
Contact Name, Title, Address, Telephone, & Email:	Kim Reese, General Manager (RD No. 1001) 1959 Cornelius Ave., Rio Oso, CA 95674 Tel. (530) 656-2318

PROJECT STATS:

Wood Rodgers Role:	Subconsultant – Design & Construction Support
Contract Value:	Original & Final: \$1,070,800
Project Timeline:	2017 - 2020
Project Owner:	Three Rivers Levee Improvement Authority
Project Location:	Marysville, CA
Contact Name, Title, Address, Telephone, & Email:	Kevin Mallen (Executive Director) - TRLIA 915 8th Street, Marysville, CA 95901 Tel. (530) 749-7841 Em. kmallen@co.yuba.ca.us

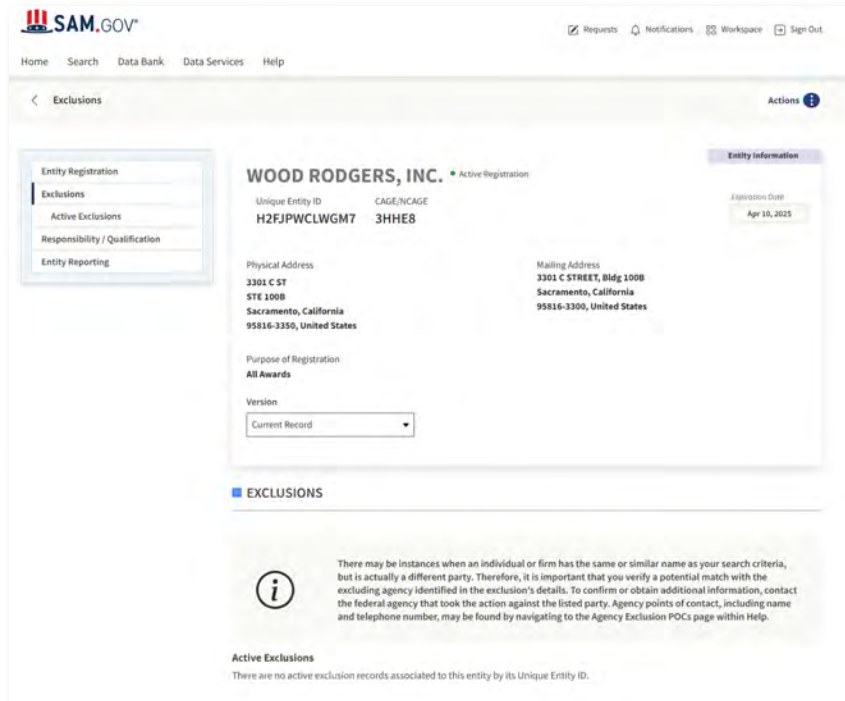


2B) STATEMENT INDICATING FIRM CLASSIFICATION

Wood Rodgers is an S-Corporation and is not classified as a Minority Business Enterprise (MBE) or a Women's Business Enterprise (WBE). However, we are committed to collaborating with any type of firm to successfully complete your Sacramento River West Levee (LM 0.9 to 4.0) Improvements Project Final Design in support of the Knight's Landing Flood Mitigation Project.

2C) STATEMENT VERIFYING SAM.GOV'S EXCLUDED PARTY LISTING SYSTEM

Wood Rodgers is not listed on the System for Award Management (SAM) Excluded Parties List System (EPLS) and is eligible for federal contracts.



2D) KEY STAFF ASSIGNED TO YOLO COUNTY – SACRAMENTO RIVER WEST LEVEE (LM 0.9 TO 4.0) IMPROVEMENT PROJECT

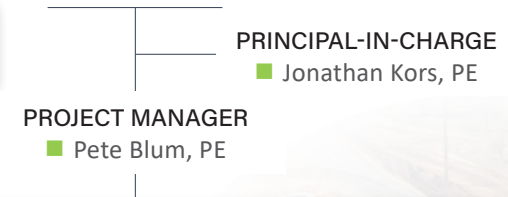
All team members listed on the organizational chart below will be available through completion of the project. No substitutions of any team members will be made without receiving approval in writing from Yolo County.

Wood Rodgers has assembled the following multi-disciplinary team to deliver the Sacramento River West Levee Improvement Project. The individuals shown on the following page have been selected based upon their experience and expertise in serving similar programs, as well as their availability to commit to projects from initiation through construction. **Following the organizational chart are brief summaries of our staff's qualifications, including their full project experience resumes with proof of licenses and certifications located within the Appendix - Resumes.**



LEGEND

- Wood Rodgers, Inc.
- Shannon & Wilson, Inc.



TECHNICAL SUPPORT STAFF

<p style="text-align: center;">CIVIL DESIGN</p> <ul style="list-style-type: none"> ■ Matt Zimmerman, PE <p style="text-align: center;">GEOTECHNICAL COORDINATION</p> <ul style="list-style-type: none"> ■ Michael Hughes, PE <p style="text-align: center;">GEOTECHNICAL DESIGN</p> <ul style="list-style-type: none"> ■ Callan Yu, PE, GE ■ Robert Tillis, PE, GE 	<p style="text-align: center;">ENVIRONMENTAL COORDINATION</p> <ul style="list-style-type: none"> ■ Tim Chamberlain <p style="text-align: center;">SURVEY & MAPPING</p> <ul style="list-style-type: none"> ■ Dennis Barber, PLS <p style="text-align: center;">STRUCTURAL DESIGN</p> <ul style="list-style-type: none"> ■ Anthony Johnson, PE, SE
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2E) ASSIGNED STAFF, QUALIFICATIONS, & EXPERIENCE

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

JONATHAN KORS, PE | PRINCIPAL-IN-CHARGE

YEARS OF EXPERIENCE | 30 years

REGISTRATIONS/CERTIFICATIONS | Professional Civil Engineer, CA #59538

BRIEF SUMMARY OF ROLE | Jonathan’s role as Principal-in-Charge will provide Yolo County with strong leadership and technical expertise in water resources design and construction. His extensive experience in flood control facility design, regulatory compliance, and project management ensures that ***Yolo County’s projects will be executed efficiently and in full adherence to DWR ULDC, CVFPB, and USACE standards.*** With a proven ability to lead multidisciplinary teams, oversee detailed designs, and coordinate with key regulatory agencies, Jonathan will help streamline project approvals, mitigate risks, and deliver high-quality, cost-effective solutions for Yolo County’s flood control and water infrastructure needs.

RELEVANT PROJECTS:

- » Yolo County – Knights Landing Drainage Analysis
- » West Sacramento Area Flood Control Agency – 200-year Flood Program
- » Yolo County – Little Egbert Tract Feasibility Study

PETE BLUM, PE | PROJECT MANAGER

YEARS OF EXPERIENCE | 27 years

REGISTRATIONS/CERTIFICATIONS | Professional Civil Engineer, CA #76451

BRIEF SUMMARY OF ROLE | Peter will serve as Project Manager for Yolo County, leveraging his 27 years of experience in planning, engineering, and developing a diverse range of projects, including municipal drainage systems, regional flood risk reduction, and infrastructure for master-planned communities. ***His expertise in designing floodwalls, pipelines, detention basins, and conveyance channels, combined with his thorough knowledge***

of USACE, CVFPB, and DWR guidance, will be invaluable to the success of Yolo County’s projects. Peter’s experience in producing construction bid documents, overseeing construction inspection, and managing public and private infrastructure projects ensures that Yolo County’s projects will be executed efficiently, on time, and within budget. His leadership will provide clarity, organization, and expertise, benefiting the County by ensuring smooth project execution and compliance with all regulatory standards.

RELEVANT PROJECTS:

- » Sacramento Area Flood Control Agency, Pleasant Grove Creek Canal west Levee Improvement
- » Sutter Butte Flood Control Agency, Feather River West Levee
- » Sacramento Area Flood Control Agency, Natomas East Main Drain Canal West Levee Improvement

MATT ZIMMERMAN, PE | CIVIL DESIGN

YEARS OF EXPERIENCE | 7 years

REGISTRATIONS/CERTIFICATIONS | Professional Civil Engineer, CA #96801

BRIEF SUMMARY OF ROLE | Matt will play a key role in Civil Design for Yolo County, bringing seven years of experience in civil and water resources engineering with a focus on levee systems, water distribution main replacements, well installations, and culvert improvements. ***His extensive work with levee projects includes conducting integrity assessments, ensuring regulatory compliance, and providing construction oversight to meet safety and performance standards.*** Matt’s experience in field verifications and developing databases to support water system assessments further strengthens his ability to provide accurate, data-driven solutions. His technical expertise, attention to detail, and commitment to quality make him an invaluable asset to Civil Design, ensuring the successful delivery of resilient and



sustainable infrastructure for Yolo County.

MICHAEL HUGHES, PE | GEOTECHNICAL COORDINATION

YEARS OF EXPERIENCE | 37 years

REGISTRATIONS/CERTIFICATIONS | Professional Civil Engineer, CA #72638

BRIEF SUMMARY OF ROLE | Michael will lead Geotechnical Coordination for Yolo County, bringing 37 years of experience managing complex civil and geotechnical projects across the United Kingdom, Hong Kong, and the United States. His expertise includes landslide investigation, slope stability analysis, and geotechnical design for a variety of infrastructure projects, such as transportation, water resources, wastewater, and flood management. Michael has extensive experience in site characterization, instrumentation, and monitoring for soil and rock slopes, along with rockfall analysis and stabilization design. ***His background in materials testing and construction observation for levees, dams, and other critical infrastructure ensures that Yolo County's projects will be built on a foundation of resilience and sustainability,*** meeting the highest standards of safety and performance.

RELEVANT PROJECTS:

- » Yolo County Flood Control & Water Conservation District – FERC Emergency Inspection of Landslides & Erosion at Indian Valley Reservoir
- » California Department of Water Resources, Emergency Levee Erosion & Stability Repairs

CALLAN YU, PE, GE | GEOTECHNICAL DESIGN (SHANNON & WILSON)

YEARS OF EXPERIENCE | 18 years

REGISTRATIONS/CERTIFICATIONS | Professional Civil Engineer, CA #77899; Professional Geotechnical Engineer, CA #3117

BRIEF SUMMARY OF ROLE | Callan will lead Geotechnical Design for Yolo County, drawing on over 18 years of experience specializing in levee and dam design, particularly in the San Francisco Bay and Sacramento-San Joaquin Delta regions. He has extensive experience with DWR and USACE projects, evaluating embankments for seepage, slope stability, settlement, and seismic hazards. Callan's work includes designing setback Bayfront flood control levees

for tidal habitat restoration and Bay Trail realignment, with a focus on flood protection, settlement, and accommodating sea level rise. His expertise in geotechnical design and experience supporting clients during emergency flood events make him ***a key asset in ensuring Yolo County's infrastructure is resilient and prepared for future challenges.***

RELEVANT PROJECTS:

- » Yolo County – Knights Landing Ridge Cut Left Bank Levee Improvements
- » Yolo County – Knights Landing Flood Management Project
- » Yolo County – Mid-Valley Phase III Levee Reconstruction Project, Sites 9 & 10

ROBERT TILLIS, PE, GE | GEOTECHNICAL DESIGN (SHANNON & WILSON)

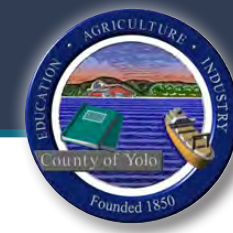
YEARS OF EXPERIENCE | 41 years

REGISTRATIONS/CERTIFICATIONS | Professional Civil Engineer, CA #41180; Professional Geotechnical Engineer, CA #2160

BRIEF SUMMARY OF ROLE | Robert will contribute to Geotechnical Design for Yolo County, bringing valuable expertise and experience in levee and dam projects. His background in evaluating and designing for seepage, slope stability, settlement, and seismic hazards complements the team's geotechnical efforts. Robert's work includes performing in-depth geotechnical analysis for flood control infrastructure and ensuring regulatory compliance with DWR and USACE standards. ***His knowledge of designing resilient structures, including those for flood protection and adaptation to sea level rise, will enhance the durability and sustainability of Yolo County's infrastructure projects.*** Robert's contributions will be instrumental in strengthening the geotechnical foundation of Yolo County's flood risk reduction efforts.

RELEVANT PROJECTS:

- » Yolo County – USACE Sacramento District, Mid-Valley Project
- » Yolo County – California Department of Water Resources & Reclamation District no. 108, Wallace Weir
- » San Joaquin County – Reclamation District No. 2028, Bacon Island Levee



TIM CHAMBERLAIN | ENVIRONMENTAL COORDINATION

YEARS OF EXPERIENCE | 21 years

BRIEF SUMMARY OF ROLE | Tim will lead Environmental Coordination for Yolo County, leveraging 20 years of experience in managing environmental studies, preparing documentation, and leading teams from project concept through construction. Specializing in transportation projects, Tim's expertise spans land use, environmental permitting, regulatory compliance, cultural resources, and community outreach. His extensive work with Caltrans on bridge and roadway projects provides him with in-depth knowledge of the CEQA and NEPA processes, technical document preparation, and project approval requirements. ***Tim's experience will ensure that Yolo County's projects meet all environmental regulations and foster positive community engagement throughout the project lifecycle.***

RELEVANT PROJECTS:

- » Yolo County – Knights Landing Small Community Flood Risk Reduction
- » Yuba County, Reclamation District No. 817 – Bear River North Levee Setback
- » City of West Sacramento – River Walk Trail Extension Project - Federal Levee System

DENNIS BARBER, PLS | SURVEYING & MAPPING

YEARS OF EXPERIENCE | 26 years

REGISTRATIONS/CERTIFICATIONS | Professional Land Surveyor, CA #8067

BRIEF SUMMARY OF ROLE | Dennis will lead Surveying & Mapping for Yolo County, bringing 26 years of experience as a Principal Surveyor and manager of Wood Rodgers' Sacramento Survey Department. He has developed strong relationships with state and local agencies, ensuring effective collaboration on surveying and mapping for land development and public works projects. Dennis is skilled in all aspects of surveying, including GPS control setup, boundary mapping, right-of-way mapping, photogrammetric and planimetric mapping, as well as cadastral, topographic, and bathymetric surveys. ***His expertise includes surveying for levees, floodplain mapping, and other critical infrastructure, providing accurate and reliable data*** that supports successful project outcomes for Yolo County.

RELEVANT PROJECTS:

- » USACE (Sacramento, Sutter, & Yolo) – Sacramento Riverbank Protection Program Erosion Site Surveys
- » USACE (Yolo County) – Sacramento Weir Widening
- » Sutter Butte Flood Control Agency – Feather River West Levee
- » Reclamation District No. 817, Yuba County – Bear River North Levee Setback

ANTHONY JOHNSON, PE, SE | STRUCTURAL DESIGN

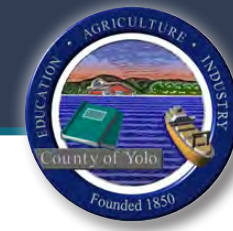
YEARS OF EXPERIENCE | 29 years

REGISTRATIONS/CERTIFICATIONS | Professional Civil Engineer, CA #60515; Professional Structural Engineer, CA #5349

BRIEF SUMMARY OF ROLE | Anthony will lead Structural Design for Yolo County, drawing on 29 years of experience in structural design and construction management for public and private projects in California and Nevada. Specializing in water resources infrastructure, ***he has extensive expertise in designing treatment facilities, dam spillways, pump stations, floodwalls, and control buildings.*** As a project manager, Anthony oversees structural design with various lateral force-resisting systems, foundation designs, and seismic retrofits. He coordinates multi-disciplinary teams, ensuring successful project delivery through comprehensive structural assessments, shop drawing reviews, and construction support, including resolving conflicts to ensure the project stays on track.

RELEVANT PROJECTS:

- » Reclamation District No. 1000 – Natomas Basin Reach H Geotechnical Data Report and Civil Design of Levee Improvements
- » Reclamation District No. 1001 – Auxiliary Drainage Pump Station Design (North Levee)
- » Sacramento Area Flood Control Agency – Morrison Creek & North Beach Lake Levee



Engineering & Design Plans



Geotechnical Analysis



Environmental Compliance & Permitting



Real Estate Services



Flood Risk Reduction

Team Collaboration & Past Successes

YOLO COUNTY – KNIGHTS LANDING FLOOD RISK REDUCTION & MULTI-BENEFIT PROJECT

The Knights Landing Flood Risk Management and Multi-benefit Project was funded through the **Phase 2 Small Community Flood Risk Reduction Program grant**, awarded to the Yolo County Office of the County Administrator. The project aimed to reduce flood risks and provide multi-benefit solutions for the Knights Landing area.

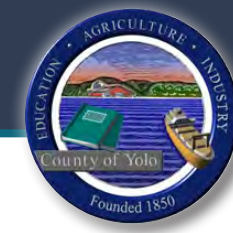
Wood Rodgers, in partnership with MBK Engineers, was selected to assist with the preparation of comprehensive **engineering and design plans**, including specifications, as well as provide supporting **geotechnical analysis**, ensure **environmental compliance**, secure the necessary **permitting**, and offer **real estate services** to support the overall project. This collaboration combined the expertise of both firms to address flood risks while promoting multi-benefit outcomes for the community.

Project Outcome

Completion of Project Design to 65%.

Relevant Project Staff & Respective Roles

- » Jonathan Kors – Principal-in-Charge
- » Peter Blum – Project Manager
- » Matthew Zimmerman – Design Engineer



2F) SUBCONSULTANTS – SHANNON & WILSON, INC.

Wood Rodgers is partnering with Shannon & Wilson to provide Geotechnical Design Support Services, combining Shannon & Wilson’s geotechnical expertise with Wood Rodgers’ local civil and structural engineering knowledge. **Together, we will deliver innovative, cost-effective solutions for Yolo County**, ensuring technical excellence and value through efficient design and construction.

Since 1954, Shannon & Wilson has provided geotechnical, environmental engineering, and construction testing services across the public and private sectors. With over 30 years of experience in California and offices in the Bay Area, Los Angeles, and Sacramento, we specialize in delivering high-quality, cost-effective solutions. Our extensive work on flood protection infrastructure, including levees and dams, allows us to offer innovative, efficient solutions that reduce construction costs while ensuring technical excellence. We are well-equipped to support Yolo County with our local expertise and national resources.

Project Name	Key Features
Knights Landing Flood Management, Sacramento River West Levee Improvements	Drilling and Invasive Program Plan (DIPP), shallow SB cutoff walls, internal drain, stability berm and seepage-stability berm
Knights Landing Flood Management Project, Mid-Valley Levee Reconstruction, Sites 9 & 10	Shallow SB cutoff walls, Construction support, Quality Assurance (QA) testing
Knights Landing Levee Improvements, Right Bank Sacramento River, Volume 2, Station 207+69 to 223+25	Internal drain, stability berm and seepage-stability berm
Knights Landing Mid-Valley Site 11 Levee Improvements, Right Bank Sacramento River	Internal drain, Stability berm and Seepage-stability berm
Knights Landing Left Levee Improvement Project (LM 4.9 to 5.8)	Drilling Program Plan, Stability Berm
Mid-Valley Area Phase III Area 3, Left Bank Knights Landing Ridge Cut, Sites 12, 12A, and 13	Stability Berm, Direct contract with USACE

2G) WOOD RODGERS PREVIOUS LEVEE DESIGN & ENGINEERING EXPERTISE

Wood Rodgers is an S-Corporation and is not classified as a Minority Business Enterprise (MBE) or a Women’s Business Enterprise (WBE). However, we are committed to collaborating with any type of firm to successfully complete your Sacramento River West Levee (LM 0.9 to 4.0) Improvements Project Final Design in support of the Knight’s Landing Flood Mitigation Project.

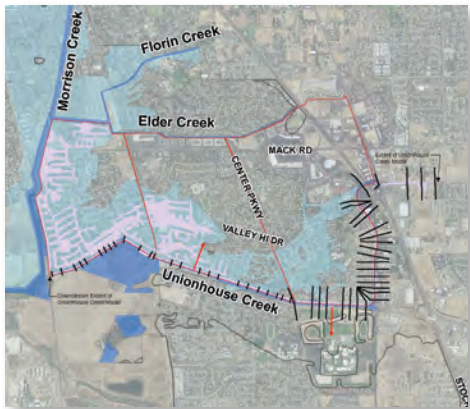
Project Name	Key Features
Sacramento Area Flood Control Agency, Morrison Creek/N. Beach Lake Levee	Levee Raising & Utility Encroachment Rehabilitation
Sacramento Area Flood Control Agency, Lower Elkhorn Setback Levee Feasibility Study	Feasibility Level Design and Cost Estimating
Sutter Butte Flood Control Agency, Feather River West Levee	Levee design, surveying and mapping, ROW support, Utility Coordination
Reclamation District No. 2103, Dry Creek S. Bank Levee Feasibility Study & Project Design	Levee design, Construction Management
Three Rivers Levee Improvement Authority, 200-Yr Goldfields UFRR Final Design	Levee design, Construction Management
Reclamation District No. 817, Bear River North Levee Setback Project	Levee design, Construction Management



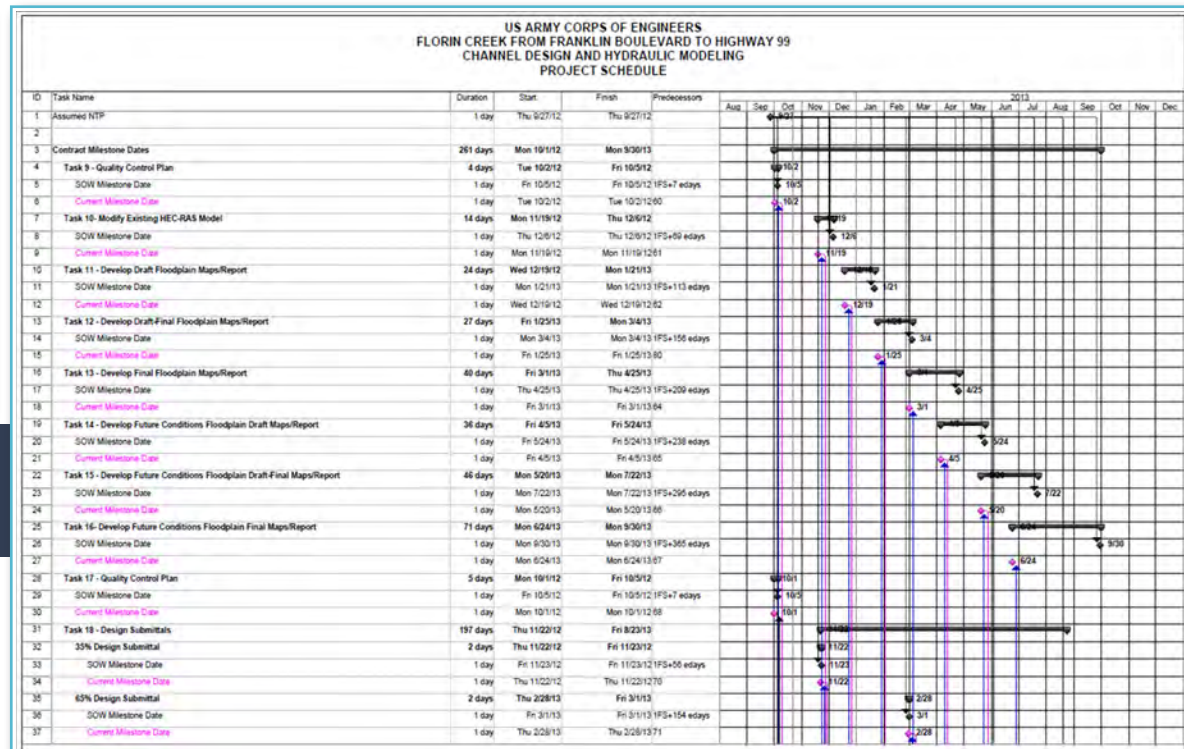
2H) WOOD RODGERS ABILITY & EXPERIENCE IN MEETING TIGHT PROJECT DEADLINES

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

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



Use of Microsoft Project for tracking schedules on projects.

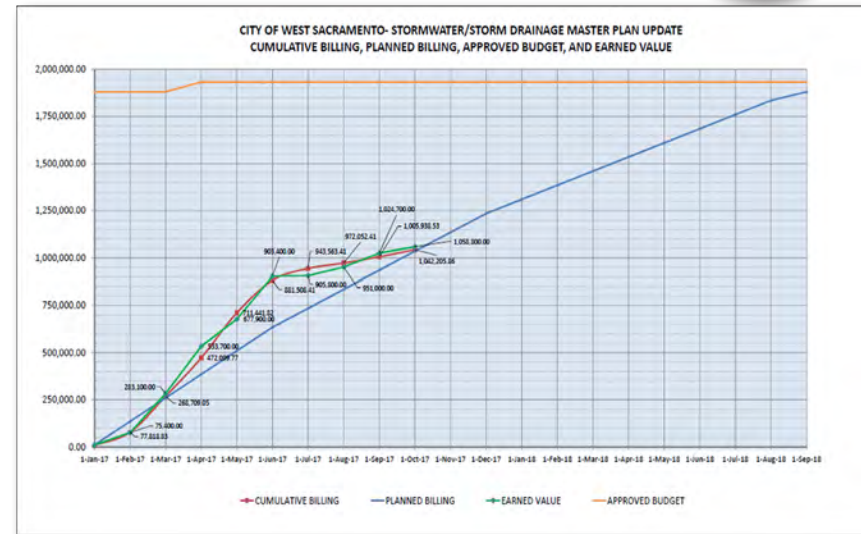




For budget tracking and analysis, Wood Rodgers uses the Earned Value Analysis technique, an example is shown below. This example is from Wood Rodgers' work on the **City of West Sacramento Storm Drainage/Storm Water Master Plan Update**. Earned Value Analysis provides important information on how budget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

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

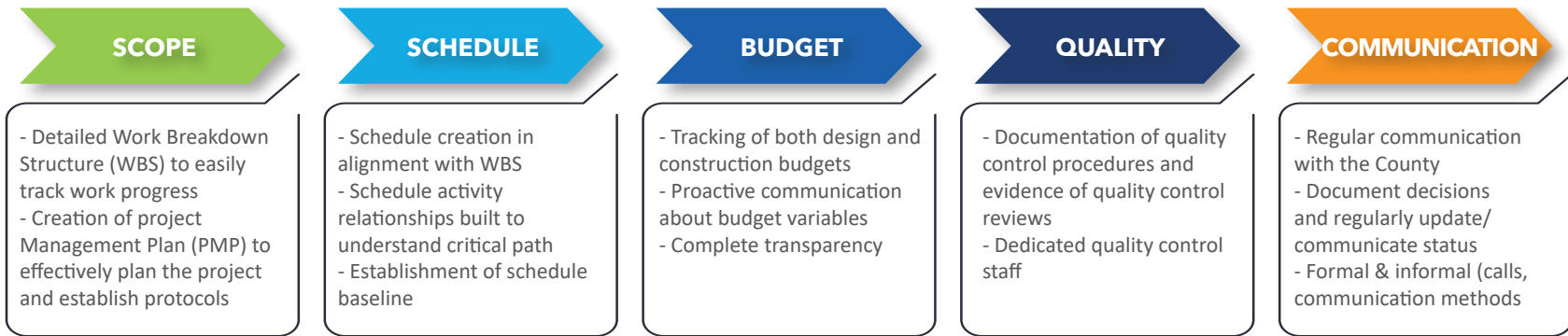
Earned Value Analysis Technique



PROGRAM MANAGEMENT & RECORDKEEPING SYSTEMS

Wood Rodgers' **Project Manager, Peter Blum, PE**, specializes in the services outlined in the RFP. He has successfully managed and delivered complex flood control projects requiring extensive multi-agency coordination. His relevant experience includes the Natomas Basin Reach H – American River Common Features Project, Pleasant Grove Creek Canal West Levee Improvement Project, Sankey Gap Closure Project, and the Feather River West Levee Project. **With extensive expertise in levee design, permitting, and construction, Peter is well-equipped to support the Knights Landing Flood Mitigation Project's objectives.**

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





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

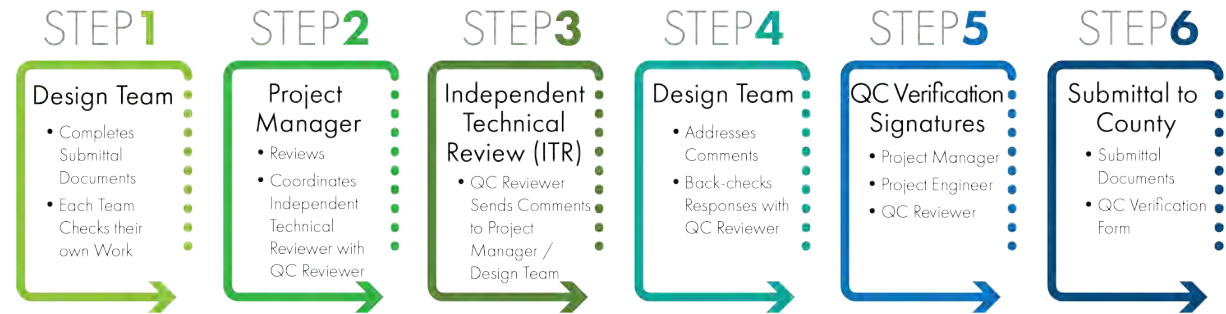
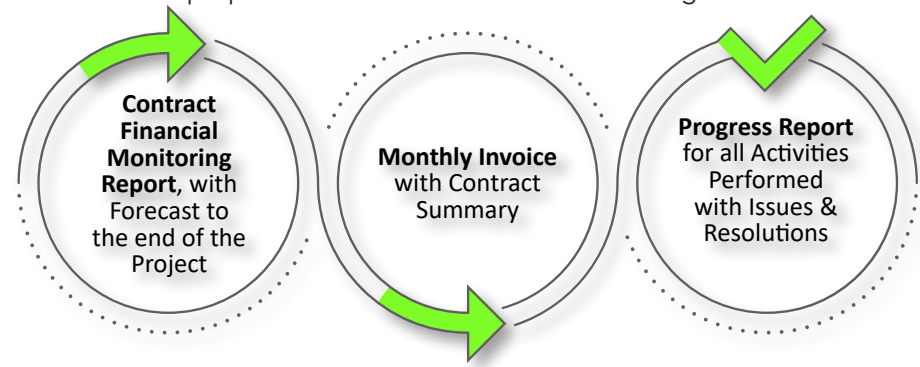
SCHEDULE — Wood Rodgers’ project manager will prepare and maintain a critical path method (CPM) schedule, presented in a Gantt chart format, using Microsoft Project software. Each task and project milestone in the Scope of Work will be included in the schedule, so that the progress of each task milestone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

BUDGET — All efforts to the project will be monitored and controlled to assure that costs are kept within budget limitations. Wood Rodgers’ BST11 enterprise accounting system will be utilized to monitor and control budgets on a task-by-task basis. Monthly invoices and progress reports will be prepared and submitted to the County. Progress reports will cover work and tasks performed during the pay period, work forecast for the pay period to come, overall project progress, and identification of issues needing resolution.

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

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

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





3. RESPONSIVENESS/RESPONSIBILITY

3A) COMMITMENT TO RELIABILITY – WOOD RODGERS’ PROVEN TRACK RECORD

Wood Rodgers has never defaulted on a contract with any offer or agency, reflecting our unwavering commitment to professionalism, accountability, and project success. Our reputation is built on delivering high-quality engineering and design solutions on time and within budget.

3B) DISCLOSURE OF LITIGATION HISTORY

The following details Wood Rodgers’ disclosure of litigation history within the last 5-years. Wood Rodgers has no contract failures or dismissals within our 28-year history.

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

3C) WOOD RODGERS’ RECORD

Wood Rodgers never been suspended, decertified, or barred by any governmental agency.

3D) INNOVATIVE SOLUTIONS, EFFECTIVE CONFLICT RESOLUTION

Wood Rodgers is in its 28th year of business and has taken deliberate steps to create a legacy company that will continue beyond its first and second generation of owners. In short, we are in it for the long haul and client satisfaction is and will continue to be the key to our success.

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



3E) PROJECT MANAGEMENT

Management of the Project is the responsibility of the Project Manager. **Wood Rodgers has designated Pete Blum, a highly experienced Project Manager**, to lead this effort. Pete brings extensive expertise in managing similar—and even more complex—projects, utilizing a range of staff resources, analytical tools, and project management applications to drive success. Consistent and deliberate communication ensures that data needs, project decisions, and project progress

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



SCHEDULE, QUALITY, & COST CONTROL PROCEDURES

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

PROJECT TRACKING & PERFORMANCE MONITORING PROCEDURES

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

PROJECT PROGRESS REPORTING

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



4. PROJECT APPROACH & UNDERSTANDING

Wood Rodgers' approach to the Sacramento River West Levee (LM 0.9 to 4.0) Improvements Project (Project) will be to apply our understanding of the Project goals, objectives and challenges which we have become thoroughly familiar with by developing the 65% design level Project documents in cooperation with MBK Engineers, Inc. as part of the Knights Landing Small Community Flood Risk Reduction Project, Phase 2. These include:



(1) mitigating flood risk and building resiliency into the Sacramento River West Levee;



(2) identification of levee encroachments and penetrations and their risks to levee performance;



(3) understanding the geologic conditions and the associated mitigation measures required to achieve the Project goals;



(4) understanding of past projects performed within the extents of the Project and how to incorporate those into the design;



(5) understanding the environmental constraints for the Project, particularly along the waterside of the levee.

Wood Rodgers' preparation of the project design development to 65% completion provides us with a significant understanding of the above issues and the work remaining to be completed. All subconsultants involved in the work to date are proposed to continue in their respective roles to minimize impacts to schedule and design continuity. In carrying out the work to date, we have developed a strong rapport with the Project's Safety Assurance Review (SAR) Panel, the Levee District's Engineer, and the reviewing agencies. We have engaged independent (internal) quality assurance individuals to ensure the project design is robust and efficient with an emphasis on constructability.

Wood Rodgers has performed work on other projects funded under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Project (HMGP) and understands the conditions and requirements for these projects. It is important the Project be carried out in an efficient and effective manner to meet the deadlines and goals required by the FEMA HMGP.



PROPOSED PROJECT SCHEDULE

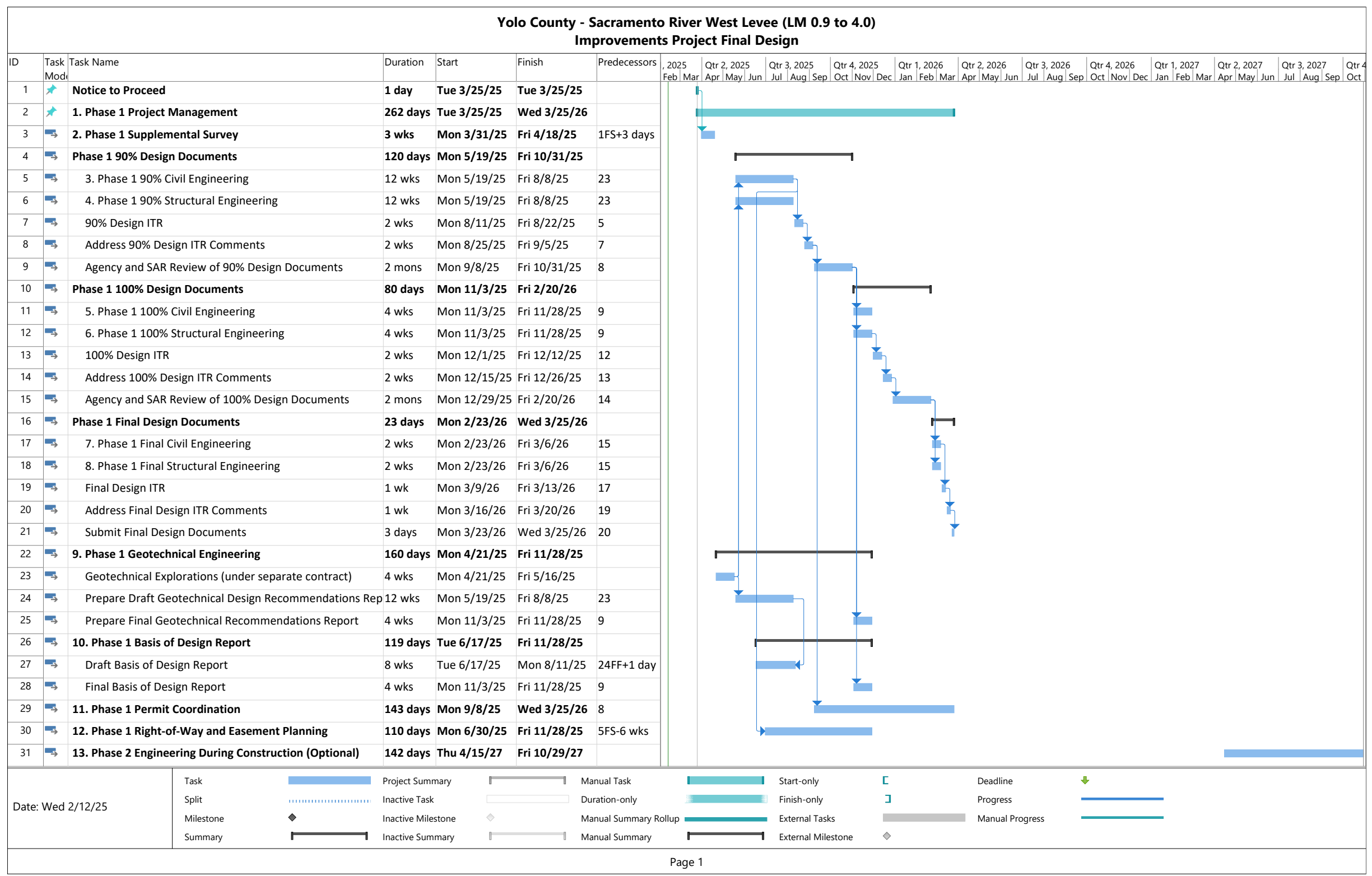




EXHIBIT D – CUSTOMER REFERENCES

OUR CLIENTS ARE OUR BIGGEST ADVOCATES

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

CUSTOMER/PROJECT REFERENCE:

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

CUSTOMER/PROJECT REFERENCE:

Project Name:	Yolo County - Knight's Landing Drainage Analysis & Interior Drainage Design
Contact Name/Title:	Todd Riddiough, Director of Public Works (Yolo County Dept. of Community Services)
Mailing Address:	292 West Beamer St., Woodland, CA 95695
Telephone & Email	Tel. 530.666.8039 Em. todd.riddiough@yolocounty.gov

CUSTOMER/PROJECT REFERENCE:

Project Name:	Sutter Butte Flood Control Agency - Feather River West Levee Project
Contact Name/Title:	Michael Bessette, PE, Executive Director (SBFCA)
Mailing Address:	292 West Beamer St., Woodland, CA 95695
Telephone & Email	Tel. 530.755-9859 Em. m.bessette@sutterbutteflood.org



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

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



EXHIBIT E – SIGNATURE PAGE

SIGNATURE PAGE

Signature by the Bidder attests that the Bidder has read, understands, and agrees to all instructions, terms, conditions, specifications, and addenda set forth in this request. Signature furthermore signifies that all prices and terms submitted for the said product(s) and/or services are accurate and shall be honored for the length of time indicated in the request.

All paper bids must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of "Authorized Person" in the space provided for signature.

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

For clarification on this offer, contact:

Wood Rodgers, Inc.

Company Name

Jonathan Kors, PE

Name

3301 C Street, Bldg 100-B

Address

Principal-in-Charge


Title

Sacramento, CA 95816

City State Zip

(916) 341-7760

Phone



Signature of Personal Authorized to Sign

jkors@woodrogers.com

Email

Jonathan Kors

Printed Name

Principal

Title

2/14/2025

Date



EXHIBIT F – NON-COLLUSION NON-CONFLICT OF INTEREST

NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT

I, Jonathan Kors, am the
(Name)
Principal of Wood Rodgers, Inc.
(Position Title) (Company)

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

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in decision-making of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

2/14/2025
(Date)

Jonathan Kors
(Signature)



EXHIBIT G – EXCEPTIONS TO SAMPLE AGREEMENT

CERTIFICATION OF EXCEPTION TO RFP DOCUMENTS

The undersigned, a duly authorized representative of Wood Rodgers, Inc.,
(COMPANY NAME)

hereby stipulates that Wood Rodgers, Inc. takes no exceptions to this Request for
(COMPANY NAME)

Proposals and its attachments as referenced in this RFP.


 Signature

2/14/2025
 Date

Jonathan Kors
 Printed Name

Principal
 Title

OR

The undersigned, a duly authorized representative of _____,
(COMPANY NAME)

hereby stipulates that _____ takes the following exceptions to this Request for
(COMPANY NAME)

Request for Proposals and its attachments as referenced in this RFP.

 Signature

 Date

 Printed Name

 Title

[Exceptions on Following Page]

(IF NO EXCEPTIONS, PLEASE LEAVE BLANK)

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	WOOD RODGERS	TAKES NO EXCEPTIONS.
2		
3		
4		
5		
6		
7		
8		



EXHIBIT H – ANTI-LOBBYING CERTIFICATION

ANTI-LOBBYING CERTIFICATION

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

Signature of Contractor's Authorized Official

Jonathan Kors – Principal

Name & Title of Contractor's Authorized Official

2/14/2025

Date



JONATHAN KORS, PE

PRINCIPAL-IN-CHARGE

Jonathan Kors is a California registered Civil Engineer with 29 years of experience in water resources design and construction. He has been responsible for the design and analysis of flood control facilities throughout California using Department of Water Resources (DWR) Urban Levee Design Criteria (ULDC), Central Valley Flood Protection Board (CVFPB) criteria, as well as US Army Corps of Engineers (USACE) guidance and criteria. He has managed multi-disciplined teams in developing water resources projects and led teams of engineers in preparing designs (plans, specifications, and cost estimates) relating to new and rehabilitated facilities. He has performed inspections of flood control facilities, and prepared operation and maintenance manuals for completed works. He has coordinated the design and construction of projects with the USACE, DWR, CVFPB, and other agencies with review and oversight responsibility for projects within the Sacramento Valley.

RELEVANT PROJECT EXPERIENCE

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

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

Three Rivers Levee Improvement Authority, Yuba River (Goldfields) 200-Year Setback Levee – Yuba County, CA:

Principal-in-Charge for Wood Rodgers' work to design a new setback levee at the south bank of the Yuba River in Yuba County, CA | The Setback Levee is approximately 3.5 miles long and is aligned just south of active gold and aggregate mining operations identified as the Yuba Goldfields.

Sutter Butte Flood Control Agency, Feather River West Levee – Sutter & Butte Counties, CA:

Deputy Project Manager for the combined efforts of the HDR, Wood Rodgers, and AECOM consultant team to evaluate and design 40 miles of levee improvements at the west levee of the Feather River between the Sutter Bypass and Thermalito Afterbay in Sutter and Butte Counties, CA | Served as Project Manager for Wood Rodgers' efforts on the project and as project lead for evaluating potential borrow sites, specialty cutoff wall construction methods, and various technical aspects of cutoff wall and levee embankment designs. Worked closely with HDR's project manager to obtain project approvals (including USACE Section 408 Authorization) through the CVFPB, DWR Division of Flood Management, SBFCA's Independent Panel of Experts, and the Sacramento District of the USACE.

EDUCATION:

BS, Civil Engineering,
California State University,
Sacramento

LICENSES/ REGISTRATIONS:

Registered Professional Civil
Engineer, CA No. 59538

KORS, JONATHAN LEE
LICENSE NUMBER: 59538 LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR EXPIRATION DATE: DECEMBER 31, 2025
SECONDARY STATUS: N/A
CITY: SACRAMENTO STATE: CALIFORNIA COUNTY: SACRAMENTO ZIP: 95816





PETE BLUM, PE

PROJECT MANAGER

Peter Blum has 27 years of experience in the planning, engineering, and development of a wide breadth of projects ranging from municipal drainage and regional flood risk reduction projects to master-planned community projects involving utilities roadway infrastructure design. His experience includes the design of floodwalls, pipelines, detention basins, and conveyance channels. He has performed inspection of flood control facilities and has an extensive knowledge of USACE, CVFPB, and DWR guidance and criteria. Peter has overseen the production of construction bid documents including plans, specifications, and cost estimates. He has performed construction inspection and administration for a wide variety of public and private infrastructure projects.

EDUCATION:

BS, Civil Engineering,
University of Nevada, Reno

LICENSES/ REGISTRATIONS:

Registered Professional Civil
Engineer, CA No. 76451

RELEVANT PROJECT EXPERIENCE

Sacramento Area Flood Control Agency, Pleasant Grove Creek Canal West Levee Improvement Project – Sutter County, CA: Prepared improvement plans, and quantity estimates for Pleasant Grove Creek Canal West Levee improvements in Sutter County, CA. Work including developing improvement plans for levee widening, cutoff wall installation, adjacent roadway drainage, and rock slope protection and coordination with the agencies, consultants, and contractors.

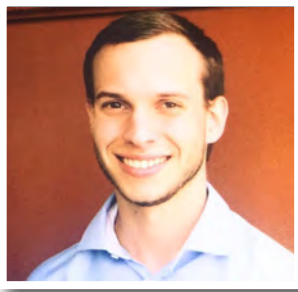
Sutter Butte Flood Control Agency, Feather River West Levee – Yuba City, CA: Project Engineer for Wood Rodgers' evaluation, design, and construction management of levee improvements along the west levee of the Feather River between the Sutter Bypass and Thermalito Afterbay in Sutter and Butte Counties, CA. Responsibilities included assessing levee constraints, analyzing rehabilitation alternatives, developing land acquisition areas, and designing improvements such as cutoff walls, seepage berms, and relief wells. Pete Blum also managed project specifications, bid documents, borrow site plans, construction submittals, RFIs, permit variances, and as-built documentation. He coordinated utility relocations and worked closely with USACE, DWR, CVFPB, local agencies, and a multi-disciplinary engineering team.

Sacramento Area Flood Control Agency, Natomas East Main Drain Canal West Levee Improvement – Sacramento, CA: Prepared improvement plans, and quantity estimates for Pleasant Grove Creek Canal West Levee improvements in Sutter County, CA. Work including developing improvement plans for levee widening, cutoff wall installation, adjacent roadway drainage, and rock slope protection and coordination with the agencies, consultants, and contractors.

American River Common Features, Natomas Basin Reach H, USACE – Sacramento, CA: Project Manager for Wood Rodgers' evaluation and design of levee improvements at Reach H of the Natomas Basin in Sacramento County, CA. Responsibilities included assessing levee constraints, developing land acquisition areas, and designing seepage cutoff walls and utility encroachment reconstruction. Pete Blum also prepared project specifications and bid documents while coordinating with public utilities for facility relocations. The project involved extensive collaboration with USACE, DWR, the City of Sacramento, SMUD, PG&E, AT&T, and the local levee maintaining agency.

BLUM, PETER MICHAEL
LICENSE NUMBER: 79451 LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR EXPIRATION DATE: MARCH 31, 2026
SECONDARY STATUS: N/A
CITY: EL DORADO HILLS STATE: CALIFORNIA COUNTY: EL DORADO ZIP: 95762





MATT ZIMMERMAN, PE

CIVIL DESIGN

Matthew is a civil engineer with seven years of experience in water resources and flood protection, specializing in the design and rehabilitation of levees, floodwalls, storm drain systems, drainage channels, detention basins, and flood control infrastructure. He has contributed to major projects across California, including setback levees, cutoff walls, seepage berms, and drainage pump stations for agencies such as SAFCA, DWR, and Caltrans. His expertise includes urban flood protection, stormwater management, and engineering support during construction, ensuring compliance with contract documents and optimizing project outcomes.

RELEVANT PROJECT EXPERIENCE

Reclamation District No. 817, Bear River Setback Levee – Yuba & Sutter Counties, CA: Provided engineering support for preparing design plans, specifications, and quantity and cost estimate for a 0.5-mile-long setback levee along the Bear River North Levee to mitigate an active erosion site on the existing levee. Other design items included the degrade of a segment of the existing levee, a soil bentonite cutoff wall along the setback levee, a seepage berm, pipe crossing and utility demolitions, and a 1.4-mile-long buttress along the landside of the existing levee to provide earthwork balance for the project. Matthew also provided engineering during construction support during the construction phase of the project.

Reclamation District No. 1001, Auxiliary Drainage Pump Station Project – Sutter County, CA: Provided civil engineering support for preparing design plans, specifications, and quantity and cost estimate for a proposed drainage pump station located at the landside toe of Natomas Cross Canal North Levee. The project involves construction of a dual level steel frame structure with two vertical turbine pumps and two propane units. A stilling well beneath the structure was designed, along with improvements to the drainage inlet channel to the stilling well. Other aspects of the civil design of the project included two steel discharge pipes crossing the levee from the pump station, raising of the levee to

accommodate the discharge pipes and proposed propane fuel tanks, new levee crown access ramps, and relocation of existing agricultural ditches.

Sacramento Area Flood Control Agency, Natomas Basin Reach H – Sacramento, CA: Provided engineering support for 3.5 miles of levee improvements at the west levee of the Natomas East Main Drain Canal in Sacramento, California. His work on this project involved updating design plans for incorporating patrol road widening at the levee toe with a retaining wall, redesign of two project seepage berms, and quantity and cost estimate updates. He also provided support for review of contractor submittals for conformance with the project's contract documents.

Three Rivers Levee Improvement Authority, 200-Year Goldfields Levee – Yuba County, CA: Matthew evaluated the Yuba Goldfields North Training Wall to assess its stability and flood protection per hydraulic and geotechnical recommendations. He provided civil engineering design for rehabilitating 1.8 miles of embankment, including regrading, access roads, and ditch relocations. He also prepared design plans and reviewed contractor quality control surveys to ensure compliance with contract documents.

EDUCATION:

BS, Civil Engineering,
California State University,
Sacramento

LICENSES/ REGISTRATIONS:

Registered Professional Civil
Engineer, CA No. 96801

ZIMMERMAN, MATTHEW
LICENSE NUMBER: 2360 LICENSE TYPE: ENGINEERING GEOLOGIST
LICENSE STATUS: CLEAR EXPIRATION DATE: NOVEMBER 30, 2026
SECONDARY STATUS: N/A
CITY: SAN BERNARDINO STATE: CALIFORNIA COUNTY: SAN BERNARDINO ZIP: 92407





MICHAEL HUGHES, PE

GEOTECHNICAL COORDINATION

Michael Hughes, PE, brings 37 years of experience managing complex civil and geotechnical design and construction projects, specializing in landslide investigation, slope stability analysis, and natural terrain hazard assessments across the United Kingdom, Hong Kong, and the United States. His expertise includes rock and soil slope characterization, monitoring instrumentation, rockfall analysis, aerial photo interpretation, and designing slope stabilization measures. He has also provided engineering services during construction for landslide remediation and has experience in materials testing and construction observation for highways, foundations, pipelines, levees, dams, and other infrastructure.

RELEVANT PROJECT EXPERIENCE

Yolo County Flood Control & Water Conservation District, FERC Emergency Inspection of Landslides & Erosion at Indian Valley Reservoir – Yuba County, CA: Michael conducted field inspections for Yolo County Flood Control and Water Conservation District at two roadside fill slope failures and an erosion site near Indian Valley Dam, Highway 20. The largest failure, a 45-foot-wide, 80-100-foot-long rotational failure, impacted the powerhouse access road, with debris blocking the lower access road. A smaller, 100-foot-wide failure below the road cut into the slope. Both failures were attributed to poor surface drainage causing oversaturation. Michael provided recommendations for maintenance repairs, emphasizing excavation and reinstatement to engineering standards, considering the site's limited access and financial constraints.

California Department of Water Resources, Emergency Levee Erosion & Stability Repairs – Sacramento Valley, CA: Following heavy rainfall and associated high river flows in 2016/2017, widespread channel erosion and bank instability occurred along project and non-project levees in the Sacramento Valley. DWR contracted AECOM under an existing oncall contract to conduct site assessment surveys and prepare plans and specifications for remedial designs. The work was conducted on an expedited schedule, with site inspection and 100%

design packages needed for 18 sites in a four-week period. Michael was part of the inspection team gathering information on erosion and landslide sites for the purpose of developing plans and specification for remedial designs. He also provided engineering oversight during construction to check that work was being implemented in accordance with the intent of the design and to make as needed changes to suit site conditions.

Placer County Water Agency, Emergency Inspection of Erosion at North American River Pump Station – Auburn, CA: Michael conducted a site inspection and provided geotechnical support and recommendations for preparation of drawings and specifications for the repair of extensive erosion that had impacted the access ramp to the intake structure and surrounding infrastructure.

USACE, Pine Flat Dam Landslide Project – Fresno County, CA: Michael led the geotechnical investigation and remediation planning for an active landslide near Pine Flat Dam, which threatened critical infrastructure. His team conducted mapping, borings, and stability analysis, determining the slide was structurally controlled and reactivated by dam construction. While a full stabilization plan was deemed too costly, an alternative mitigation strategy using debris barriers was implemented in 2017 to protect key facilities.

EDUCATION:

MS, Engineering, Hong Kong University

BS, Civil & Structural Engineering, UWCC, UK

LICENSES/REGISTRATIONS:

Registered Professional Civil Engineer, CA No. 72639

PROFESSIONAL AFFILIATIONS:

American Society of Civil Engineers

HUGHES, MICHAEL PAUL
 LICENSE NUMBER: 72639 LICENSE TYPE: CIVIL ENGINEER
 LICENSE STATUS: CLEAR EXPIRATION DATE: JUNE 30, 2026
 SECONDARY STATUS: N/A
 CITY: ROSEVILLE STATE: CALIFORNIA COUNTY: PLACER ZIP: 95678





SACRAMENTO RIVER WEST LEVEE (LM 0.9 TO 4.0) IMPROVEMENTS PROJECT FINAL DESIGN
IN SUPPORT OF THE KNIGHT'S LANDING FLOOD MITIGATION PROJECT



CALLAN YU, PE, GE (SHANNON & WILSON, INC.)

GEOTECHNICAL DESIGN

Callan has over 18 years of experience as a consulting geotechnical engineer. He has performed a variety of geotechnical investigations including design of levees and dams around the San Francisco Bay and in the Sacramento-San Joaquin Delta. Many of these embankments overlie weak, compressible, and young Holocene deposits and are located within a high seismic zone. Callan has extensive experience with DWR and USACE projects. He has evaluated the integrity of numerous embankments for seepage, slope stability, settlement, and seismic hazards following USACE design criteria and Urban Levee Design Criteria. Some of Callan's projects include designing new setback Bayfront flood control levees as part of tidal habitat restoration projects and for realignment of the Bay Trail. These levees involve designing to current flood protection standards and for accommodation for settlement and future sea level rise. Callan has assisted clients during emergency flood events.

RELEVANT PROJECT EXPERIENCE

Knights Landing Ridge Cut Left Bank Levee Improvements – Yolo County, CA: Project Manager. This ongoing project consists of approximately one mile of levee stability improvements and waterside rock slope protection for erosion repair. The goal is to receive FEMA certification for the levee system. Callan is the project manager and has developed a rehabilitation scheme for improving the performance of the levee. He evaluated the levee for slope stability, seepage, settlement, and seismic performance.

Knights Landing Flood Management Project – Yolo County, CA: Project Manager. This ongoing project consists of about three miles of levee design improvements. The first phase included utilizing subsurface data near the landside toe of the levee to develop alternatives for rehabilitating the levee. The alternatives included shallow cutoff walls or stability berms to address through-seepage and combination stability-seepage berms to address through- and under-seepage. Callan evaluated the levee for slope stability, seepage, settlement, seismic performance, and provided filter design criteria.

New Hope Road Protection Levee, Grizzly Slough Floodplain Restoration – Sacramento County, CA: Project Manager. The project consisted of regrading a portion of the Grizzly Slough site to create seasonal wetlands and riparian habitat and construction of a new 1.5-mile-long setback levee. Channels were excavated for levee fill and the existing perimeter levee will be breached to allow tidal and seasonal water flows through the new habitats. Additional project improvements included culverts through the levee embankment, overflow spillway, interior and perimeter access roads. Callan led the investigation for design criteria for the new levee embankment and on-site borrow areas.

Grayson Creek & Walnut Creek Levees – Contra Costa County, CA: Project Manager. The project consists of raising about 1.4 miles of existing levees adjacent to Central San to provide protection from a 500-year flood. The site is underlain by soft clays to depths about 35 to 50 feet below levee grade. Callan led the investigation and performed an analysis per USACE criteria for geotechnical aspects including seepage, stability, settlement, and seismic hazards. Callan also provided floodwall criteria at the bridge crossing. The project is anticipated to be in construction in 2025.

EDUCATION:

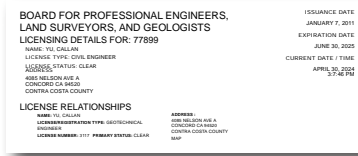
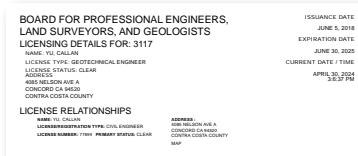
MS, Civil Engineering,
University of California, Los Angeles

BS, Civil Engineering,
University of California,
Davis

LICENSES/ REGISTRATIONS:

Registered Professional Civil
Engineer, CA No. 77899

Registered Professional
Geotechnical Engineer, CA
No. 3117





ROBERT TILLIS, PE, GE (SHANNON & WILSON, INC.)

GEOTECHNICAL DESIGN

Kevin has provided geotechnical engineering services in the San Francisco Bay Area for 41 years and has been based in Concord, California since 1987. He has provided services on many projects with a focus on public works for various cities, counties, utility districts and reclamation districts. His experience includes management of complex levee, dam, and earthwork projects for local and state agencies. His recent experience includes planning, design, and implementation of construction for over 100 miles of levees in the Sacramento-San Joaquin Delta. Kevin has a proven ability to successfully guide projects from the design phase through to the completion of construction. Kevin has worked on projects requiring permits from USACE and the CVFPB. Many of these projects overlie weak deposits of marine soil and peat. Kevin has planned, designed and implemented construction for over 100 miles of levee in the Sacramento--San Joaquin River Delta and Suisun Marsh.

RELEVANT PROJECT EXPERIENCE

USACE, Sacramento District, Mid-Valley Project Sites 9-11 – Yolo County, CA: Project Manager. Kevin was the project manager and lead geotechnical engineer for the design of levee improvements for three sites as part of USACE's Mid-Valley Project. As the project manager, Kevin oversaw the project through a full set of plans and specifications by the civil designer. The project's main features were improvements to control seepage through both the levee fill and the sandy foundation material. The designs of the three sites included two depths of cutoff walls, with nominal depths of 25 feet and 110 feet.

Reclamation District No. 2028, Bacon Island Levee Improvements – San Joaquin County, CA: Lead Geotechnical Engineer. Kevin has been the lead geotechnical engineer for Reclamation District 2028 for 20 years. The more significant project was raising and widening the levee from Bacon Island Bridge to Mandeville Island Bridge. He directed the subsurface investigation for the levee alignment and the borrow investigation. He developed the design sections for the levee embankment. Under his supervision, his staff provided grading observation and materials testing during construction. One aspect of work on Bacon Island was the development of an

island-wide geotechnical data report. Kevin led the compilation of all existing data (borings, CPT, and lab data) into a single comprehensive report. The data report has been a valuable resource for subsequent projects on the island.

California Department of Water Resources and Reclamation District No. 108, Wallace Weir – Yolo County, CA: Geotechnical Engineer. Kevin has provided geotechnical engineering for the design and construction of the Wallace Weir project. Wallace Weir is located within the Yolo Bypass, at the downstream end of the Knights Landing Ridge Cut. The project consists of an earthen weir, nominally 500 feet-long plus a concrete structure intended to capture salmon that stray into the Yolo Bypass. He evaluated seepage, stability and uplift pressure on the concrete structure. He led the implementation of the subsurface investigation program, including development of drilling plans for review by the Flood Board and USACE.

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 2160

ISSUANCE DATE: AUGUST 1, 1988
EXPIRATION DATE: MARCH 31, 2025
CURRENT DATE: 17/06/2024
APRIL 30, 2024
2:59:29 PM

NAME: TILLIS, ROBERT
LICENSE TYPE: GEOTECHNICAL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS:
500 POPPY CIR
SACRAMENTO CA 95833
SOLANO COUNTY

LICENSE RELATIONSHIPS

NAME	TITLE	ADDRESS
ROBERT TILLIS	GEOTECHNICAL ENGINEER	500 POPPY CIR SACRAMENTO CA 95833 SOLANO COUNTY
ROBERT TILLIS	PRINCIPAL SPECIAL CLEAR	500 POPPY CIR SACRAMENTO CA 95833 SOLANO COUNTY

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 41180

ISSUANCE DATE: AUGUST 1, 1988
EXPIRATION DATE: MARCH 31, 2025
CURRENT DATE: 17/06/2024
APRIL 30, 2024
2:59:29 PM

NAME: TILLIS, ROBERT
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS:
500 POPPY CIR
SACRAMENTO CA 95833
SOLANO COUNTY

LICENSE RELATIONSHIPS

NAME	TITLE	ADDRESS
ROBERT TILLIS	GEOTECHNICAL ENGINEER	500 POPPY CIR SACRAMENTO CA 95833 SOLANO COUNTY
ROBERT TILLIS	PRINCIPAL SPECIAL CLEAR	500 POPPY CIR SACRAMENTO CA 95833 SOLANO COUNTY





TIM CHAMBERLAIN

ENVIRONMENTAL COORDINATION

Tim Chamberlain is a Principal Environmental Planner specializing in the delivery of small- and large-scale transportation projects. He has 20 years of experience leading environmental technical studies, preparing environmental documents, and managing teams of environmental specialists from project concept through construction. Tim brings extensive experience in a wide variety of planning projects, including land use, environmental permitting and regulatory compliance, cultural resources, and community outreach and engagement. He has worked on bridge and roadway projects with Caltrans for most of his career and is experienced in the Caltrans CEQA and NEPA analysis, technical document preparation, and project approvals processes. As a former Caltrans employee, Tim received extensive training and experience in Intermodal Transportation Management System and GIS based programs.

RELEVANT PROJECT EXPERIENCE

Reclamation District No. 817, Bear River North Levee Setback Project – Yuba County, CA: Lead Environmental Planner providing full services environmental for the Gibbs Pond and 40 Mile Road culvert replacements through the Bear River Levee. These services included preparation of environmental technical studies, preparation of a CEQA Initial Study leading to a Mitigated Negative Declaration, and obtaining environmental permits.

Reclamation District No. 1001, Auxiliary Pump Station – Sutter County, CA: Lead Environmental Planner. This project involves construction of a new pump station at the Lateral 4 Canal, piping water through the levee into the Natomas Cross Canal. The auxiliary pump station is needed to provide flood risk relief in the event of power outages at the main pump station which does not have backup power. Tim led a team of environmental specialists in preparing environmental technical studies and a CEQA Initial Study/Mitigated Negative Declaration. He coordinated with the Central Valley Flood Protection Board and Army Corps of Engineers to provide the necessary environmental documents to support a 408 Permit for encroachment into a federal levee. He also provided the necessary environmental analysis in support of a NEPA

approval from FEMA who is providing federal funding for the project.

Sacramento River West North Levee – Sacramento, CA: Project Manager for providing environmental services for this project that includes performing a focused survey for elderberry shrubs (host plant for Valley Elderberry Longhorn Beetle), providing environmental awareness training to all construction personnel working on site and biological monitoring of sensitive biological resources and general environmental construction support.

San Joaquin Area Flood Control Authority, Manteca Dry Land Levee Project – San Joaquin, CA: Lead Environmental Planner. This project is to evaluate the location and size of a dry land levee to protect the southern portion of the City of Manteca from major flood events associated with the San Joaquin River. Tim is leading a team of environmental specialists to develop an Environmental Constraints Analysis, assess environmental impacts for numerous alternatives, prepare environmental technical studies, and set up the next phase of the project where an Environmental Impact Report is anticipated. This project is still in the early planning and development phase with construction planned for 2023 or later.

EDUCATION:

BA, Political Science,
University of California, Los Angeles

PROFESSIONAL AFFILIATIONS:

American Public Works Association
County Engineers Association of California



DENNIS BARBER, PLS

SURVEYING & MAPPING

Dennis Barber is the Principal Surveyor and manager of Wood Rodgers' Sacramento Survey Department. He brings 26 years of surveying experience in Central and Northern California, from which he has developed effective collaboration and strong relationships with state and local agencies. Dennis is known for providing reliable and consistent production and processing of the surveying and mapping aspects of land development and public works projects. He has experience with all aspects of surveying and mapping including GPS Control Setup; boundaries, plats, and descriptions; exhibits; Record Maps; right-of-way mapping; photogrammetric and planimetric mapping; as well as cadastral, topographic, and bathymetric surveys. Survey elements include waterways, all surface features associated with land development, roadways and highways, levees, floodplain mapping, and others.

RELEVANT PROJECT EXPERIENCE

Sutter Butte Flood Control Agency, Feather River West Levee – Sutter & Butte Counties, CA: Project Surveyor in support of the project right-of-way team for 40 miles of levee improvements at the west levee of the Feather River between the Sutter Bypass and Thermalito Afterbay. Efforts include base map and boundary resolution, management of preparation and processing of appraisal exhibits, plats and legals for land acquisition and easements, topographic, bathymetric, and construction quality control surveys, monumentation and Record-of-Surveys to memorialize the project acquisitions and overall survey/mapping support of the right-of-way team.

USACE, Sacramento Riverbank Protection Program Erosion Site Surveys – Sacramento, Sutter, Yolo Counties, CA: Served as Project Surveyor for USACE erosion repair design, managing topographic, bathymetric, and tree surveys across 43 sites along 25 miles of riverbanks and 62 miles of bathymetric surveys. Key sites included Pocket/Little Pocket levees, Pioneer Reservoir, and the Sacramento Deep Water Ship Canal lock. Coordinated with USACE, DWR, Caltrans, and local districts.

Reclamation District No. 817, Bear River North Levee Setback Project – Yuba County: Served as Survey Manager for the land and bathymetric surveying portion of the project.

The existing levee had experienced erosion since the 2008 California Department of Water Resources Central Valley Floodplain Evaluation and Delineation (CVFED) Project developed topographic mapping for the area. Additionally, the setback levee alignment required supplemental planimetric surveying data for use in the setback levee design. As a result, new topographic mapping was prepared for the project, covering the length of the setback levee alignment and 250 feet upstream and downstream of the project's limits. The survey extended laterally from the northern waterline of the Bear River to a point 200 feet landward of the setback levee landside toe.

USACE, Sacramento Weir Widening – Sacramento, CA: Dennis served as Project Surveyor for a USACE project focused on widening the existing weir between the Sacramento River and the Sacramento/Yolo Bypass in Yolo County, California. The project included realigning Old River Road and supporting fish passage through the Sacramento Bypass. Survey efforts involved a large-scale control network, underground utility surveys, aerial topographic surveys, detailed ground surveys, boundary surveys, bathymetric surveying, and creating an integrated digital terrain model.

EDUCATION:

BS, Surveying, Pennsylvania State University

LICENSES/REGISTRATIONS:

Registered Professional Land Surveyor, CA NO. 8067

BARBER, DENNIS LEE
LICENSE NUMBER: 8067 LICENSE TYPE: LAND SURVEYOR
LICENSE STATUS: CLEAR EXPIRATION DATE: DECEMBER 31, 2025
SECONDARY STATUS: N/A
CITY: SACRAMENTO STATE: CALIFORNIA COUNTY: SACRAMENTO ZIP: 95834





ANTHONY JOHNSON, PE, SE

STRUCTURAL DESIGN

Anthony Johnson is a highly experienced structural engineer specializing in various aspects of structural design and construction management. With over 29 years of experience, he has worked on a wide range of public and private projects in California and Nevada. He provides structural designs for water resources projects including water/wastewater treatment facilities, dam spillways, pump stations, water control structures, outlet structures, floodwalls, and control buildings. He serves as project manager for building structure projects involving lateral force resisting systems including structural frames (braced frames and moment frames), concrete, wood, and masonry shear walls, as well as perforated multi-level concrete tilt-up panel buildings and various foundation systems.

RELEVANT PROJECT EXPERIENCE

Reclamation District No. 1000, Natomas Basin Reach H, Geotechnical Data Report & Civil Design of Levee Improvements – Sacramento County, CA:

Structural Engineer evaluating and design levee improvements at Reach H of the Natomas Basin in Sacramento County, CA. Work included determining existing levee constraints, developing proposed levee land acquisition areas, developing improvement plans for levee improvements including construction of seepage cutoff walls by different construction methods and utility encroachment reconstruction, preparing project specifications, and bid documents.

Reclamation District No. 1001, Auxiliary Pump Station Design – Sacramento County, CA:

Structural Engineer for the preparation of design plans, specifications, and an opinion of probable construction cost for an Auxiliary Drainage Pump Station to be located along Lateral No. 4 near the Natomas Cross Canal (NCC) North Levee, approximately 1.2 miles northeast of the RD 1001 Main Drainage Pump Station. The pump station serves as supplemental pumping capacity for the RD 1001 main pumping plant and will help to minimize flooding in the event of an electrical outage at the District's Main Pumping Plant. The Project encompasses: 1) re-grading

the Lateral 4 channel to a flat grade to the pump station; and 2) the construction of two propane-fueled, 300-horsepower motors and vertical turbine pumps with a total capacity of approximately 125 cubic feet per second.

Sacramento Area Flood Control Agency, Morrison Creek & North Beach Lake Levee Retaining & Floodwalls –

Sacramento, CA: Wood Rodgers is developing a 200-year flood protection project for SAFCA at Morrison Creek and North Beach Lake. The project involves raising the existing levee, constructing a new floodwall at Lower Morrison Creek, and raising and reconstructing a 1,200-foot section of the North Beach Lake floodwall. The current floodwall was designed by USACE for 100-year protection. Wood Rodgers conducted an interim evaluation of the floodwall for 200-year protection, using USACE Engineering Manuals (EM) 1110-02-2100 and 1100-02-2502 for stability analysis, including sliding stability checks per EM 1110-2-2100 guidelines.

EDUCATION:

MS, Civil Engineering,
California State University,
Sacramento

BS, Civil Engineering,
California State University,
Sacramento

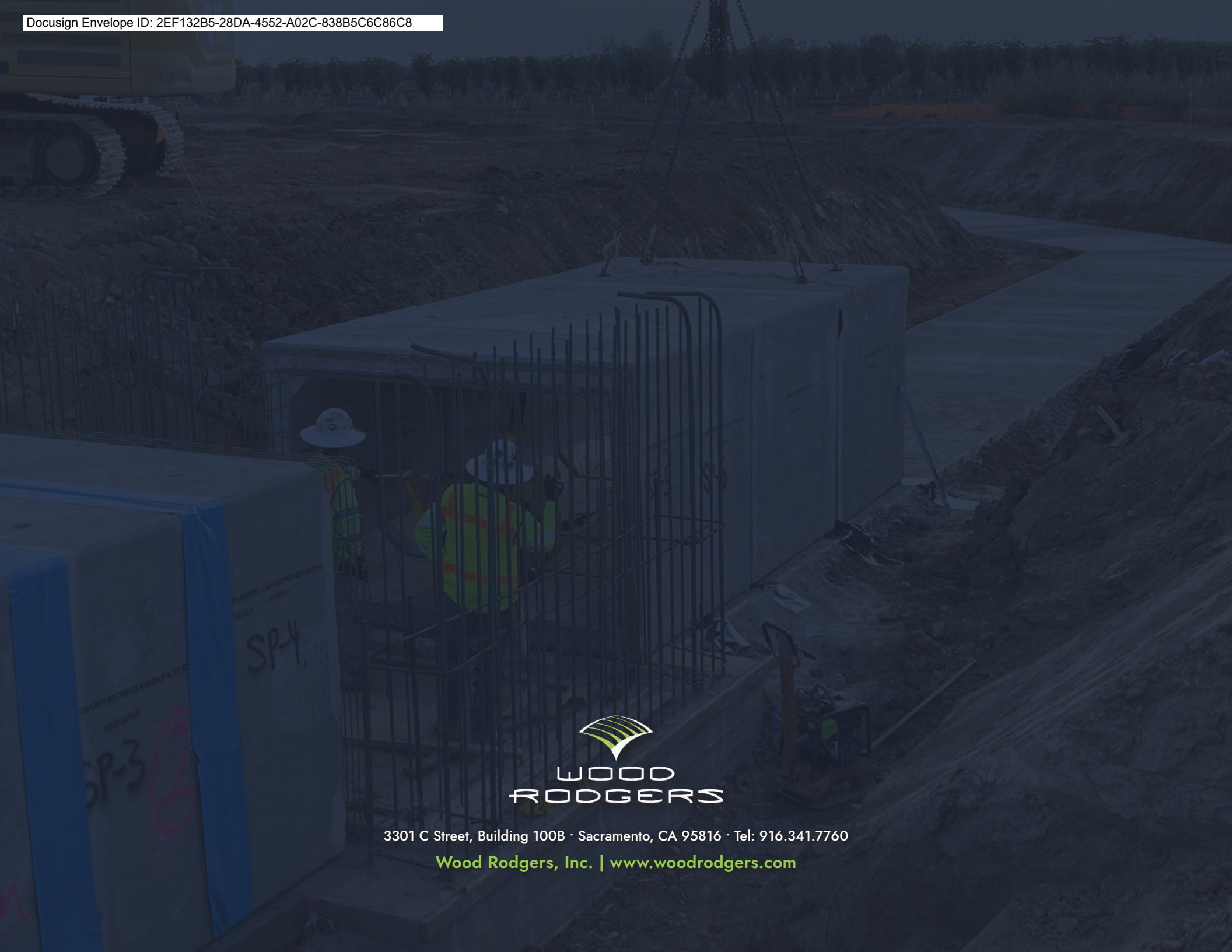
LICENSES/ REGISTRATIONS:

Registered Professional Civil
Engineer, CA No. 60515

Registered Professional
Structural Engineer, CA No.
5349

JOHNSON, ANTHONY EDWARD
LICENSE NUMBER: 5349 LICENSE TYPE: STRUCTURAL ENGINEER
LICENSE STATUS: CLEAR EXPIRATION DATE: SEPTEMBER 30, 2026
SECONDARY STATUS: N/A
CITY: CITRUS HEIGHTS STATE: CALIFORNIA COUNTY: SACRAMENTO ZIP: 95621





3301 C Street, Building 100B · Sacramento, CA 95816 · Tel: 916.341.7760

Wood Rodgers, Inc. | www.woodrogers.com

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 or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

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

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

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

3. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage

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

4. Other Insurance Provisions

a. Additional Insured Status – The County, its officers, agents, employees, and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form 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 Contractor shall purchase “tail” coverage covering the term of this Agreement and not less

than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

7. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of the Agreement.

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

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

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

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

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

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extend they apply to the scope of the Subcontractor’s work. Subcontractors

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

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

EXHIBIT G

**WORKERS' COMPENSATION
CERTIFICATE**

WORKERS' COMPENSATION CERTIFICATE

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

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

CONTRACTOR

Signature

Name

Title

Date