

ATTACHMENT D

Kjeldsen, Sinnock & Neudeck, Inc. Agreement
(Knights Landing Ridge Cut)

AGREEMENT NO. _____

(Agreement for Knights Landing Ridge Cut Levee 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 the last date signed below (the “Effective Date”), by and between the County of Yolo, a political subdivision of the State of California (the “County”) and Kjeldsen, Sinnock & Neudeck, Inc., (a California corporation located in West 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. GSDRFPKK2456) for a qualified firm to provide professional services to perform the Knights Landing Ridge Cut Levee 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 Knights Landing Ridge Cut Levee Improvements project reach.
- Develop a construction cost estimate for the Knights Landing Ridge Cut Levee Improvements 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. GSDRFPKK2456 *(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.

Positions

Principal Engineer.....	\$297.00
Associate Principal Engineer	\$285.00
Associate Engineer.....	\$275.00
Senior Engineer.....	\$250.00
Engineer III	\$240.00
Engineer II.	\$224.00
Engineer I.....	\$208.00
Junior Engineer	\$172.00
Senior Project Manager.....	\$270.00
Project Manager	\$250.00
Assistant Project Manager II.....	\$233.00
Assistant Project Manager I.....	\$218.00
Grant Manager	\$192.00
Senior Surveyor	\$265.00
Surveyor.....	\$235.00
Assistant Surveyor	\$198.00
Field Crew PW-One Person & Vehicle	\$260.00
Field Crew PW-Two Person & Vehicle.....	\$380.00
Inspector (Office).....	\$198.00
Inspector PW (Field) & Vehicle	\$235.00
GIS Manager.....	\$188.00
Technician/GIS/CAD Designer III	\$172.00
Technician/GIS/CAD Designer II.....	\$156.00
Technician/GIS/CAD Designer I.....	\$125.00
Project Coordinator IV	\$165.00
Project Coordinator III.....	\$135.00
Project Coordinator II	\$120.00
Project Coordinator I.....	\$105.00

Equipment

3D Point Cloud Workstation.....	\$25.00
GPS Receivers-Per Receiver Per Hour	\$25.00
Robotic Total Station	\$35.00
HDS Scanner.....	\$150.00
Boat.....	\$55.00

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 Seventy-Five Thousand dollars (\$75,000.00).

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 One Hundred Fifty Thousand dollars (\$150,000).

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 (I-9).
- C. Byrd-Anti Lobbying Amendment.** Contractor must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 (as amended)). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- D. Work Hours and Safety Standards.** Contractor shall conform to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government, including but not limited to the Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708) as described in Exhibit 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 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 of this Agreement, Contractor shall at all times maintain, at its expense, the coverages and requirements outlined in Exhibit F.

XV. WORKERS' COMPENSATION

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

XVI. NOTICE

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

CONTRACTOR
Kjeldsen, Sinnock & Neudeck

COUNTY
County of Yolo

Attn: Vice President; Principal-in-Charge
1550 Harbor Boulevard, Suite 212
West Sacramento, CA 95691-3828
boregan@ksninc.com

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.

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

CONTRACTOR

COUNTY

Signed by:
Finbarr O'Regan
By: _____
3908A5A2EBA5451...
Finbarr O'Regan, PE, CFM
Vice President; Principal-in-Charge
Kjeldsen, Sinnock & Neudeck, Inc.

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

Date: 12/18/2025

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. GSDRFPKK2456**



COUNTY OF YOLO

General Services Department
Procurement Division

Notice of Request for Proposals

For

KNIGHTS LANDING RIDGE CUT LEVEE IMPROVEMENTS PROJECT FINAL DESIGN

IN SUPPORT OF THE KNIGHTS LANDING FLOOD MITIGATION PROJECT

RFP# GSDRFPKK2456

*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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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 **KNIGHTS LANDING RIDGE CUT LEVEE 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 levee along the Knights Landing Ridge Cut, 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: R:_Flood Control\1127-2 - Yuba CSA-6 - Knights Landing DMFO Figure\ArcMap\Knights Landing Levee Resiliency Project (Single Symbol).mxd

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 Knights Landing Ridge Cut East Levee to meet seepage exit gradient criteria, and landside slope stability factor of safety requirement at the authorized design WSE (e.g., 1955/1957 Design Profile). The proposed improvement considers construction of a stability berm along the landside levee embankment. The constructed project will also include a minimum of 3 feet of freeboard above the WSE, where needed.

2. VENDOR MINIMUM QUALIFICATIONS:

- a. Vendor shall have a minimum of five (5) years of experience performing water resource 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 Knights Landing Ridge Cut Levee Improvements 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 Knights Landing Ridge Cut 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 to 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



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

PROPOSAL FOR

Yolo County

KNIGHTS LANDING RIDGE CUT LEVEE IMPROVEMENTS PROJECT

Final Design in Support of the Knights Landing Flood Mitigation Project
(RFP# GSDRFPKK2456)

2/14/2025

EXHIBIT A – TRANSMITTAL LETTER

February 14, 2025

Karen Kawelmacher
 County of Yolo, GSD-Procurement Division
 120 West Main Street, Suite G
 Woodland, CA 95695

Re: Proposal for the Knights Landing Ridge Cut Levee Improvements Project Final Design - in support of the Knights Landing Flood Mitigation Project (RFP #GSDRFPKK2456)

Dear Ms. Kawelmacher,

Kjeldsen, Sinnock & Neudeck, Inc. (KSN) is excited to provide Yolo County with our proposal to provide design engineering services for the Knights Landing Ridge Cut Levee Improvements Final Design Project (Project). By selecting KSN for this project, the County gains a partner with proven expertise on the Knights Landing Ridge Cut Levees. As a valued client, your success is our priority, and we are committed to delivering a project that meets your needs and expectations. We are part of the team that has been implementing the Knights Landing Flood Management Project on behalf of Yolo County under the Small Communities Flood Risk Reduction Program (SCFRRP) grant from the CA Department of Water Resources (DWR). Our team has been leading the Knights Landing Ridge Cut Levee design for that project and we recently completed the 65% engineering design. Therefore, we are intimately familiar with the Project and are ideally suited to continue our work to provide final design services for the Project.

KSN also serves as the District Engineer for the Knights Landing Ridge Drainage District, which operates and maintains the Knights Landing Ridge Cut Levees. This gives us extensive experience in addressing Ridge Cut levee seepage and stability issues. In 2016, we completed the Knights Landing Ridge Cut (KLRC) Levee Repair Project with repaired approximately 3.5 miles of the Knights Landing Ridge Cut levee. The proposed Knights Landing Ridge Cut Levee Improvements Project is a continuation of the KLRC work we performed for the 2016 project. Therefore, our team fully understands the work which needs to be completed, and we have developed the enclosed proposal to demonstrate to you how we propose to successfully complete this important Project.

Our subconsultant partner on this project is geotechnical engineer Shannon & Wilson, who have worked with us on our previous Knights Landing Ridge Cut levee projects, so they are very familiar with the geotechnical conditions of the Ridge Cut levees. We believe our team's experience and qualifications meet and exceed the minimum requirements set forth in the Request for Proposal (RFP# GSDRFPKK2456), and we understand the work which needs to be completed.

Our team looks forward to the opportunity to work with Yolo County staff on this very important project. If you have any questions or require additional information regarding this proposal, please contact us anytime at (916) 403-5900 or via email at boregan@ksninc.com.

Sincerely,
KJELDSSEN, SINNOCK & NEUDECK, INC.



Finbarr (Barry) O'Regan, PE
 Vice President; Principal-in-Charge
 Authorized to bind the firm

Statements

OUR FIRM

Kjeldsen, Sinnock & Neudeck, Inc.
 1550 Harbor Boulevard, Suite #212
 West Sacramento, CA 95691
 p: (916) 403-5900
 f: (209) 946-0268
 www.ksninc.com

BRIEF DESCRIPTION

Kjeldsen, Sinnock & Neudeck, Inc. (KSN) is a full-service civil engineering and land surveying company with over 68 years of experience working on levees.

OUR UNDERSTANDING

Kjeldsen, Sinnock & Neudeck, Inc. attests that we meet the minimum qualifications stated in the RFP and our team understands this project and the work needed to be done.

AUTHORIZED POINT OF CONTACT

Finbarr (Barry) O'Regan, PE, CFM
 Principal-in-Charge
 office: (916) 403-5900
 cell: (209) 323-9864
 boregan@ksninc.com

THIS PROPOSAL

This proposal shall remain valid for a period of no less than ninety (90) calendar days from the date of submittal.

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EXHIBIT B – PROPOSAL QUESTIONNAIRE

1. GENERAL COMPANY INFORMATION



KJELDTSEN, SINNOCK & NEUDECK, INC.

*Role: Project Management; Civil Engineering/Reclamation
District Input; Land Surveying*

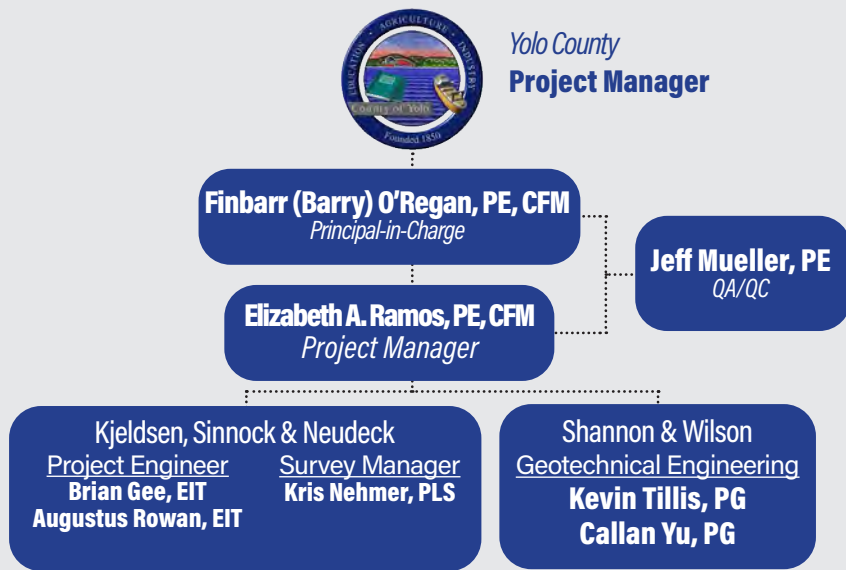
Kjeldsen, Sinnock & Neudeck, Inc. (KSN) is a full-service civil engineering and land surveying company with over 68 years of experience working on levees. With over 60 total employees, we are one of the premier California-based civil engineering firms classified as a Small Business Enterprise. KSN provides comprehensive professional services to flood control and water resource clients throughout the Sacramento and San Joaquin Valleys, and in the Sacramento-San Joaquin Delta.

KSN's flood management and levee design work has been recognized at both the local and national levels by numerous industry associations, including awards from the American Society of Civil Engineers (ASCE), the American Council of Engineering Companies (ACEC), Construction Management Association of American (CMAA), and the American Public Works Association (APWA). We pride ourselves in the positive working relationships that we have cultivated over the last 60 years with our clients and being their trusted advisor who brings them workable solutions when they are faced with complex flood management challenges.

KSN will be supported by geotechnical engineers from Shannon & Wilson for the duration of this project. The Shannon & Wilson/KSN team has worked together on numerous levee design projects, many of which have been on the Knights Landing Ridge Cut levees. Some of these projects are highlighted on page 18 of this proposal.

ORGANIZATION CHART

KSN has assembled a highly qualified team with extensive levee design expertise and experience for the Yolo County. We are excited to introduce our team through the organizational chart shown below; as well as resumes which identifies each member's position on the team and their project role on the following pages.



AGENCY BACKGROUND

FIRM'S OVERALL SIZE

60 Total Employees

HISTORY

Established in

1956

CAPABILITIES & RANGE OF SERVICES PROVIDED

- Civil Engineering
- Surveying
- Construction Management



Small Business Enterprise (SBE)
Certified – #20146

REGIONAL KNOWLEDGE AND EXPERTISE

KSN provides civil engineering, land surveying, and construction management services for over 70 local agencies and sites across nine counties throughout Northern California.

KSN OFFICE LOCATION

1550 Harbor Boulevard, STE #212
West Sacramento, CA
(916) 403-5900

KSN has helped public agencies plan, finance, program, design, permit, construct, and operate hundreds of millions of dollars of water resources related infrastructure rehabilitation and improvement projects.

2. EXPERIENCE AND QUALIFICATIONS

A. - OUR EXPERIENCE

KSN has extensive experience working as a consultant in both a prime role, and a subconsultant role, on levee design projects for federal, state, and local flood management agencies. Our federal and state clients include the U.S. Army Corps of Engineers (USACE); the Federal Emergency Management Agency (FEMA); the Central Valley Flood Protection Board (CVFPB), and the California Department of Water Resources (DWR).

KSN also brings an extensive history of providing flood risk reduction consulting services to local and regional flood management agencies. These services range from project and program management; surveying and mapping; civil engineering levee design; hydrological and hydraulic analyses; real estate support; and permitting services. We have worked for flood management agencies such as Reclamation District 108 (RD108), Sacramento River West Side Levee District (SRWSLD), the San Joaquin Area Flood Control Agency (SJAFCA); the Sacramento Area Flood Control Agency (SAFCA); the Sutter Butte Flood Control Agency (SBFCA); and West Sacramento Area Flood Control Agency (WSAFCA). Furthermore, KSN serves as the District Engineer for over 42 flood control districts and local maintaining agencies, including the Knights Landing Ridge Drainage District.

Please see project examples highlighted in detail on page 18 of this proposal.



“ I have truly enjoyed the professionalism, team approach and can-do spirit [KSN] brings to the table.”

– Chris Elias, Executive Director at San Joaquin Area Floor Control Agency



KSN has extensive experience working in Yolo County, and working on the Knights Landing Ridge Cut levees. We are the District Engineer for the Knights Landing Ridge Drainage District, and we have worked with the Yolo County Office of Emergency Servies to develop flood emergency response plans for Knights Landing including evacutaion plans and flood fighting strategies.



B. – MBE/WBE STATUS

Kjeldsen, Sinnock & Neudeck, Inc. neither qualifies as a Minority Business Enterprise (MBE) or a Women-Owned Business Enterprise (WBE). Our firm, however, is a Small Business Enterprise (SBE #20146) licensed in California.

C. – FEMA FINANCIAL ASSISTANCE

Kjeldsen, Sinnock & Neudeck, Inc. acknowledges that FEMA financial assistance will be used to fund this contract and that the firm will comply with all applicable federal laws, regulations, executive orders, and FEMA policies, procedures, and directives if awarded this contract.



Secretary of State Certificate of Status

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

Entity Name:	KJELDTSEN, SINNOCK & NEUDECK, INC.
Entity No.:	1135327
Registration Date:	03/01/1983
Entity Type:	Stock Corporation - CA - General
Formed In:	CALIFORNIA
Status:	Active

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

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

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



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 21, 2023.

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

Certificate No.: 093527121

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



D. – SYSTEM FOR AWARD MANAGEMENT



KJELDSEN, SINNOCK & NEUDECK, INC.

Unique Entity ID Y55BNA27YXK3	CAGE / NCAGE 34UH8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 18, 2025	
Physical Address 711 N Pershing AVE Stockton, California 95203-2152 United States	Mailing Address 711 N Pershing AVE Stockton, California 95203-2152 United States	

Business Information

Doing Business as KJELDSEN SINNOCK & NEUDECK INC	Division Name (blank)	Division Number (blank)
Congressional District California 09	State / Country of Incorporation California / United States	URL http://www.ksninc.com

Registration Dates

Activation Date Nov 20, 2024	Submission Date Nov 18, 2024	Initial Registration Date Jan 6, 2005
--	--	---

Entity Dates

Entity Start Date Mar 1, 1983	Fiscal Year End Close Date Nov 30
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

E. – KEY STAFF & RESUMES

Please see org chart on page 4 of this proposal for staff and the types of services that they will provide on this project



Finbarr (Barry) O'Regan, PE, CFM
Principal-in-Charge



Finbarr (Barry) O'Regan has been providing engineering and project management services since 1986 within the fields of flood management, water resources, flood emergency response planning. He has led a number of northern California regional planning efforts focused on flood management and flood response preparedness. He serves as District Engineer for several levee maintaining agencies (LMAs) including LMAs located in Yolo County. As a Principal Engineer specializing in flood management and flood emergency response, Barry has a unique blend of technical expertise and strategic experience overseeing complex projects and implementing innovative flood mitigation strategies.

RELATED EXPERIENCE

YOLO COUNTY KNIGHTS LANDING FLOOD MANAGEMENT PROJECT, YOLO COUNTY

KSN is a part of the MBK team implementing the Knights Landing Flood Management Project on behalf of Yolo County. Barry has been the project Manager for the KSN effort which has been focused on the Knights Landing Ridge Cut (KLRC) Levee Improvement element to the project. Barry has led the KSN team performing the professional engineering design services and professional surveying services for this project. To date the KSN team have completed geotechnical explorations and geotechnical assessments, and the 65% engineering designs and the 65% Design Documentation Report. KSN has also been assessing right-of-way needs to prepare a right-of-way impacts assessment, which will quantify right-of-way requirements. The 65% design documents are currently under review by the U.S. Army Corps of Engineers.

KNIGHTS LANDING LEVEE REPAIR PROJECT, KNIGHTS LANDING RIDGE DRAINAGE DISTRICT

Barry was the Project Manager for an \$8 million levee repair project in Yolo County along the Knights Landing Ridge Cut. This was initially a USACE designed project but languished unfinished. The local levee maintaining agency took over the lead agency role, and Barry led the implementation effort on behalf of the local agency. Barry oversaw project financing, right of way acquisition, permit acquisition, final civil design, and construction management. Barry led the efforts to obtain USACE Section 408 and CVFPB approvals for the project.

KNIGHTS LANDING RIDGE DRAINAGE DISTRICT EROSION REPAIR PROJECT, KNIGHTS LANDING RIDGE DRAINAGE DISTRICT, YOLO COUNTY

Barry served as the Principal-in-Charge for this project, overseeing all phases of the project from design through construction of Phase 1B. This included 4,100-ft of erosion repair on the east bank of the Ridge Cut. He oversaw the bidding process, including preparation of bidding documents, responding to contractor inquiries, and evaluating bids received to ensure alignment with budget and schedule. This also included overseeing environmental subconsultants to ensure regulatory compliance.

MISSOURI BEND SEEPAGE REMEDIATION PROJECT, SACRAMENTO RIVER WEST SIDE LEVEE DISTRICT, YOLO COUNTY

Barry is the Project Manager for the Sacramento River West Side Levee District's (SRWSLD) 3.25 mile seepage remediation project along a reach of the Sacramento River in Yolo County. SRWSLD selected KSN as the Prime Contractor for the project with responsibilities for the overall management of the project, project planning, engineering design, permitting, grant management, and construction management. Project construction will involve constructing a drained seepage berm at the landside levee slope to address underseepage and a chimney drain on the landside levee slope to address through-seepage.

RD 108 COLUSA BASIN DRAIN LEVEE CRITICAL STABILITY REPAIRS, KNIGHTS LANDING RIDGE DRAINAGE DISTRICT, YOLO COUNTY

Barry is serving as the Principal-in-Charge for a slope stability repair project on Reclamation District 108's levee at mile 12.7 and 17.2 along the Colusa Basin Drain. He is overseeing the design, technical specifications, and cost estimates for the slip repairs while coordinating a team of environmental specialists and geotechnical engineers. Based on geotechnical recommendations, the team developed a design to improve slope stability and ensure long-term resilience. The KSN team provided permit support services to ensure regulatory compliance.

YEARS OF EXPERIENCE 32

YEARS WITH FIRM 11

EDUCATION

MS, Civil Engineering, California State University, Sacramento

BS, Civil Engineering, California State University, Sacramento

H. Dip., Civil Engineering, Cork Institute of Technology, Ireland

REGISTRATION

Professional Civil Engineer, CA #57527

Certified Floodplain Manager

MEMBERSHIP

Member Floodplain Management Association

Member Association of State Floodplain Managers



Elizabeth Ramos, PE, CFM

Project Manager



As a project manager, Elizabeth Ramos has successfully guided agencies through regulatory processes, ensuring effective flood protection solutions. Her experience spans all phases of project development, from initial planning through execution. As a civil engineer at Kjeldsen, Sinnock & Neudeck, Inc., she has led the design and coordination of flood control projects, including preliminary engineering designs, emergency contingency planning, and flood safety mapping. Her expertise also includes developing working closely with special districts to navigate FEMA requirements.

RELATED EXPERIENCE

KNIGHTS LANDING RIDGE DRAINAGE DISTRICT EROSION REPAIR PROJECT, *Knights Landing Ridge Drainage District, Yolo County*

Elizabeth served as the project manager for this project, overseeing all phases of the project from design through construction of Phase 1B. This included 4,100-ft of erosion repair on the east bank of the Ridge Cut. This also included overseeing environmental subconsultants to ensure regulatory compliance. Oversaw the bidding process, including preparation of bidding documents, responding to contractor inquiries, and evaluating bids received to ensure alignment with budget and schedule.

RD 108 COLUSA BASIN DRAIN LEVEE CRITICAL STABILITY REPAIRS, *Knights Landing Ridge Drainage District, Yolo County*

Elizabeth is the Project Manager for a slope stability repair project on Reclamation District 108's levee at mile 12.7 and 17.2 along the Colusa Basin Drain. She is overseeing the design, technical specifications, and cost estimates for the slip repairs while coordinating a team of environmental specialists and geotechnical engineers. Based on geotechnical recommendations, the team developed a design to improve slope stability and ensure long-term resilience. The KSN team provided permit support services to ensure regulatory compliance.

FEMA PUBLIC ASSISTANCE CLAIM PROCESS FOR RECLAMATION DISTRICT 2140 (DR-4431), *Reclamation District 2140, Glenn County*

Elizabeth developed and executed an emergency contingency plan for Reclamation District 2140 to respond to the February 2019 high-water event. Elizabeth assisted the District through SEMS/NIMS documentation in order to remain eligible for FEMA disaster reimbursement. Ms. Ramos also assisted the district to evaluate response options with consideration of available materials, equipment, and time. Finally, Ms. Ramos assisted the District with coordination with Glenn County OES, CA Department of Water Resources, and the US Army Corp of Engineers (USACE) to obtain rapid deployment of muscle wall to segments of the J-Levee vulnerable to erosion and potential failure. Following the deployment, Elizabeth led the Reclamation District through FEMA's Public Assistance Program for Category B work. Elizabeth compiled all necessary documentation response actions, procurement and use of materials and contractors, and timesheet records for fore account labor to successfully secure reimbursement.

COLUSA COUNTY SMALL COMMUNITIES FLOOD RISK REDUCTION FEASIBILITY STUDIES, *COLUSA COUNTY*

Elizabeth is the civil lead responsible for assessing non-structural alternative approaches to reduce flood risk within the small communities of Grimes, Princeton and the city of Colusa. Elizabeth is also responsible for characterizing anticipated operations and maintenance activities for the Alternatives, review and incorporation of multi-benefit opportunities. The project also included review of potential funding streams such as pursuit of the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP), and cost sharing programs.

YEARS OF EXPERIENCE 11

YEARS WITH FIRM 11

EDUCATION

MS, Civil Engineering,
University of the Pacific,
Stockton, CA

BS, Civil Engineering,
University of the Pacific,
Stockton, CA

REGISTRATION

Professional Civil Engineer,
CA #85777

Certified Floodplain Manager

MEMBERSHIP

CA Emergency Services
Organization

American Society of Civil
Engineers

Floodplain Management
Association

Society of Woman Engineers



YEARS OF EXPERIENCE 22

YEARS WITH KSN 22

EDUCATION

BSCE Civil Engineering,
University of the Pacific,
Stockton, CA

REGISTRATION

Professional Civil Engineer –
CA #73738

MEMBERSHIP

American Society of Civil
Engineers (ASCE)

Jeff Mueller has been providing civil engineering services since 2002 with an emphasis in the planning, design, and construction of land development and flood control projects. As a civil engineer at Kjeldsen, Sinnock & Neudeck, Inc., Jeff is responsible for project management, design, plan preparation, and coordinating with the client, consultants, and public agencies. Jeff’s experience has provided him with the background and capability to undertake all phases of project development from initial planning, permitting, and agency coordination, through design and construction of the project. Jeff has worked extensively with the United States Army Corps of Engineers, the California Department of Water Resources, the Central Valley Flood Protection Board, and the California Department of Fish and Wildlife.

RELATED EXPERIENCE

KNIGHTS LANDING PUMP STATION REPLACEMENT PROJECT & KNIGHTS LANDING LEVEE REPAIR PROJECT, *KNIGHTS LANDING RIDGE CUT DRAINAGE DISTRICT, YOLO COUNTY*

Jeff is the project engineer for a \$10 million levee repair project in Yolo County along the Knights Landing Ridge Cut. This was initially a USACE designed project but languished unfinished. The local levee maintaining agency has taken over the lead role, and as project engineer, Jeff is responsible for preparing final civil design plans, specifications and estimates; preparing the design of two drainage pump stations; preparing borrow site and haul route plans; defining right of way acquisition boundaries; coordination with PG&E and powerline relocations; and supporting regulatory permit acquisition.

SACRAMENTO RIVER WEST BANK SEEPAGE MITIGATION PROJECT, *SACRAMENTO RIVER WEST SIDE LEVEE DISTRICT (SRWSLD), YOLO COUNTY*

Jeff is the assistant project manager for the Sacramento River West Side Levee District’s (SRWSLD) 3.25-mile seepage remediation project along a reach of the Sacramento River in Yolo County. SRWSLD selected KSN as the Prime Contractor for the project with responsibilities for the overall management of the project, project planning, engineering design, permitting, grant management, and construction management. Project construction will involve constructing a drained seepage berm at the landside levee slope to address underseepage and a chimney drain on the landside levee slope to address through-seepage. The project will be constructed in phases, with Phase 1 estimated to cost \$5M. Jeff provided QA/QC services on the project planning, design, calculations, and construction management.

LOWER SAN JOAQUIN RIVER LEVEE SEEPAGE REPAIR PROJECT, *RECLAMATION DISTRICT 17*

The Levee Seepage Project is intended to improve the existing embankment and under seepage conditions of the District’s levees. The project consists of reconstructing and extending landside levee toe berms, flattening levee landside slopes, constructing cement bentonite cut-off walls and constructing setback levees so as to reduce seepage flow. KSN is represented as both the district engineer and the prime consultant under contract with RD 17. As project engineer, Jeff is responsible for managing project design and bid documents, and assisting in obtaining USACE Section 408 approvals and CVFPB approvals. Jeff was also responsible for assisting in the preparation of the successful grant application to California Department of Water Resources’ Early Implementation Project (EIP) grant program to which is funding 70% of the project costs.

AQUEDUCT LEVEE IMPROVEMENT PROGRAM PROJECTS, *EAST BAY MUNICIPAL UTILITY DISTRICT (EBMUD), NORTHERN CALIFORNIA*

The Aqueduct Program consisted of significant improvements to the levees of several Central San Joaquin Delta Reclamation Districts to protect the infrastructure of regional importance such as the EBMUD Mokulmne Aqueduct, Kinder-Morgan fuel pipeline, and the BNSF Railway. KSN was retained by five local Reclamation Districts; Lower Roberts, Upper and Lower Jones, Woodward Island, and Orwood-Palm, to provide Design and CM on this nearly \$40M levee improvement program. Jeff served as Construction Manager on one of twelve projects and provided engineering services during construction on multiple others. As the project engineer, he designed and prepared construction documents and quantity calculations for the Lower Jones PL 84-99 Levee Improvement Project and the Lower Roberts Phase I Levee Stability/Seepage Berm Project. These flood control projects consisted of improvements to the existing levee structures through the use of toe berms and widened levee crown and back slope fills and were successfully completed.



Kris Nehmer, PLS

Survey Manager



Kris Nehmer has been providing surveying services since 1998 with emphasis in the surveying and mapping of large and complex public projects. As a survey manager, Kris is responsible for managing the surveying and mapping projects undertaken by the firm, and coordinating with clients, the design team and consultants. Kris has extensive experience in several aspects of surveying including boundary establishment and resolution; topographic mapping; preparation of right of way acquisition documents; establishment of horizontal and vertical control; GPS/GNSS surveys; 3D laser scanning surveys; bathymetric surveys; small unmanned aerial systems (sUAS); and conventional aerial photogrammetric surveys. Kris's experience includes providing land surveying services to support the planning, design, and construction of several roadway, rail, flood control, pipeline, and treatment plant projects.

RELATED EXPERIENCE

KNIGHTS LANDING LEVEE REPAIR PROJECT, YOLO COUNTY

Kris served as Project Manager for surveying services for the \$8 million levee repair project in Yolo County along the Knights Landing Ridge Cut. The project was initially a USACE designed project but languished unfinished. The local levee maintaining agency assumed the lead role and KSN led the implementation effort on behalf of the local agency. As survey services Project Manager, Kris oversaw the surveying, mapping, construction quality assurance surveys, and right of way acquisition services.

NATOMAS INTERIOR LEVEE EVALUATION PROJECT, CITY OF SACRAMENTO, SACRAMENTO COUNTY

Kris is leading the survey team's efforts to prepare mapping that for the FEMA submittal package, which documents the interior levees meeting FEMA's 100-year level of protection. KSN was recently selected to serve as the Prime Civil Engineer for the City of Sacramento Department of Utilities' (DOU) in certifying and subsequently achieving Federal Emergency Management Agency (FEMA) 100-year accreditation for the Natomas interior levees. KSN is leading the efforts to complete the certification before the U.S. Army Corps of Engineers (USACE) completes the external levee work around the Natomas Basin.

SACRAMENTO RIVER WEST BANK SEEPAGE MITIGATION PROJECT, SACRAMENTO RIVER WEST SIDE LEVEE DISTRICT, YOLO COUNTY

As part of KSN's scope to plan, design, permit and implement a seepage remediation project along a 3.25 mile reach of the Sacramento River in Yolo County, Kris was the surveying services project surveyor for the design mapping and for preparation of the as-built surveys for the flood improvement project.

THE WEST SACRAMENTO LEVEE EVALUATION PROJECT, YOLO COUNTY

KSN provided ground surveys for the evaluation of approximately 43 miles of levee. As the Survey Manager, Kris supervised the field surveys and mapping for the project which included a combination of profile and cross-section surveys suitable for mapping and evaluation of erosion sites and freeboard. Three of the unique challenges for this project included 1) establishing a large survey control network covering the entire City of West Sacramento and the 22-mile long Sacramento Deep Water Ship Channel, 2) evaluating historical USACE aerial mapping and LiDAR data sets with ground surveys, and 3) relating all mapping to the NGVD29 and NAVD88 vertical datums. The design team utilized the mapping to evaluate the need for levee improvements, which resulted in follow-on early implementation projects (EIP). KSN was retained to provide the follow-on surveys for the EIP design which included ground surveys, utility research and mapping, and right of way engineering services.

UNION HOUSE CREEK FLOOD DAMAGE REDUCTION PROJECT, SACRAMENTO COUNTY

The Union House Creek Project included raising and extending levees, installing floodwalls, and modifications to the existing concrete channel geometry on a segment of Union House Creek in South Sacramento. The project was part of the South Sacramento County Streams Flood Damage Reduction Project, managed by the U.S. Army Corps of Engineers. KSN as the surveying and mapping consultant provided existing conditions topography mapping services, utility research and mapping, and existing boundary/right of way mapping, to supplement aerial mapping and survey control provided by the USACE. Kris's responsibilities included project management, oversight, and delivery of KSN's services.

YEARS OF EXPERIENCE 26

YEARS WITH FIRM 25

EDUCATION

BS Surveying Engineering,
Ferris State University, Big
Rapids, Michigan

REGISTRATION

Professional Land Surveyor -
CA #8123

Professional Land Surveyor -
NV #17201

Professional Land Surveyor -
MI #69200

FAA Small Unmanned Aircraft
Systems (sUAS) Remote Pilot,
4000796

MEMBERSHIP

California Land Surveyors
Association (CLSA)

Nevada Association of Land
Surveyors (NALS)

National Society of Professional
Surveyors (NSPS)

American Society for
Photogrammetry and Remote
Sensing (ASPRS)



YEARS OF EXPERIENCE 8
YEARS WITH KSN 3

EDUCATION

BS, Civil Engineering, University of California, Davis

REGISTRATION

Engineer-in-Training – CA #158036

MEMBERSHIP

American Society of Civil Engineers

Brian Gee is an experienced civil engineering professional with emphasis in the planning, design and construction of institutional, commercial, industrial and public facilities. Since joining KSN, Brian's project experience has focused on floodplain mapping, hydraulic modeling, and water and wastewater engineering. Brian regularly supports the development of hydraulic models, permitting coordination, grant application development and technical assistance for multiple flood control and levee maintaining agencies. Brian has aided on numerous projects pertaining to water quality and water/wastewater treatment for multiple agencies and districts throughout Northern California.

RELATED EXPERIENCE

YOLO COUNTY KNIGHTS LANDING FLOOD MANAGEMENT PROJECT, MBK Engineers, Yolo County

As Project Engineer, Brian has been performing the engineering design for this project. Brian incorporated the geotechnical engineering recommendations to develop the 65% engineering designs and the 65% Design Documentation Report for the project. Additionally, Brian has been directing the KSN survey team in assessing right-of-way needs, identifying potential constraints, to prepare a right-of-way impacts assessment report.

RICHVALE SMALL COMMUNITIES FLOOD RISK REDUCTION FEASIBILITY STUDY, BUTTE COUNTY

KSN provided services to the Butte County Public Works Department to reduce their risk to flooding events. Brian used geotechnical and hydraulic reports, as well as LIDAR, to develop cost estimates for levee improvement alternatives, including freeboard and geometry remediation. In addition, Brian developed hydraulic models for analyzing river flows during various flooding events.

NATOMAS INTERIOR LEVEES EVALUATION AND CERTIFICATION, Sacramento County

As Project Engineer, Brian is supporting efforts to certify the levees for 100-year flood protection per federal regulations. His responsibilities included conducting detailed analyses of levee penetrations for positive closure and assessed levee crown elevations against 100-year water surface levels to identify freeboard deficiencies. He also developed GIS exhibits to effectively communicate areas requiring remediation.

SACRAMENTO COUNTY REGIONAL FLOOD EMERGENCY RESPONSE PROJECT, Sacramento County

As a Junior Civil Engineer, Brian is supporting KSN's scope of work which includes developing Preliminary Engineering Designs, flood contingency maps in GIS, and Emergency Operation Plans. Brian is providing technical assistance for KSN's scope of work for multiple levee maintaining agencies on their flood emergency response projects within the Greater Sacramento area. Additionally, Brian drafted technical memorandums and used GIS to create relief cut exhibits.

FEMA FY20 REGION IX - RISK MAP PRODUCTION AND TECHNICAL SERVICES, STOREY & WASHOE COUNTIES, NV

As Project Engineer, Brian is supporting KSN's scope of work which includes the development of detailed rainfall-runoff hydrologic analyses, use of third-party field survey measurement data, and development of detailed, one and two-dimensional hydraulic models for three watersheds in the Reno-Sparks vicinity. Brian is supporting modeling development for KSN's scope of work as a member of the STARR II team retained by FEMA to update and revise flood insurance studies among which are Storey and Washoe Counties in Nevada. The scope of work includes developing HEC-RAS models for approximately 43 river miles which will be used to revise the flood insurance rate maps for Storey & Washoe Counties, Nevada.



Augustus Rowan, EIT

Project Engineer



YEARS OF EXPERIENCE 2

YEARS WITH KSN 2

EDUCATION

BS, Civil Engineering,
California State University,
Sacramento

REGISTRATION

Engineer-in-Training - CA
#175444

Water Treatment
Distribution Certificate,
Level 2

Water Operator Treatment
Certificate, Level 2

Augustus (Gus) Rowan is an experienced civil engineering professional with emphasis in the planning, design, and construction of institutional, commercial, industrial, and public facilities. Gus has acted as the Project Engineer in numerous projects ranging from CAD drafting and 3D Modeling to preparing technical memorandums. Gus's previous assignments have provided him with the background and experience to undertake all phases of project development from initial planning through operation and maintenance of the completed project. Gus has aided in numerous projects pertaining to water quality and water/ wastewater treatment for multiple agencies and districts throughout Northern California.

RELATED EXPERIENCE

RIDGE CUT EROSION REPAIR, KNIGHTS LANDING RIDGE DRAINAGE DISTRICT, YOLO COUNTY

As Project Engineer, Gus both designed and oversaw construction of the select levee sections that had experienced heavy erosion. Gus developed a bid set for construction. This package included development of a technical specifications, design plan set for erosion repair construction, and a cost estimate.

FSRP CRITICAL STABILITY STIES LM 17.2L & 12.7L, RECLAMATION DISTRICT NO. 108 | COLUSA COUNTY

As Project Engineer, Gus acted as the lead designer for repair of levee slip sites which were found to be damaged during high water events in the Colusa drain. Gus took steps to ensure effective coordination between sub-consultants, clients and KSN staff. His efforts included project design and plan set generation, interpretation of and coordination of permits including environmental constraints as well as federal and local construction exemptions.

MUD CREEK DEFERRED MAINTENANCE PLAN CONSTRUCTION MANAGEMENT, COUNTY OF BUTTE | BUTTE COUNTY

As Project Engineer, Gus is the lead construction manager for the project, overseeing the inspections, billing, client considerations and contractor requests. Gus facilitated the construction of drainage pipeline construction within flood protection levees within the City of Chico. These drainage pipe were identified as components in need of critical updates for effective conveyance of stormwater during wet weather events.

SACRAMENTO RIVER SALMON HABITAT RESTORATION, VARIOUS COUNTIES WITHIN RECLAMATION DISTRICT NO. 108

As Project Engineer, Gus designed Salmonid habitat on the Sacramento River. Gus utilized topographic and bathymetric data to develop effective water depths and velocities for Chinook Salmon, which spawn and rear offspring in the upper reaches of the Sacramento River. Gus' investigations with the given data lead to his design of heavy earthwork within the river bank which lead to his development of costs, quantities and permitting to be implemented for project construction.



R. Kevin Tillis, PE, GE

Principal-In-Charge & Geotechnical Engineer

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.

Project Role

Geotechnical Principal-In-Charge

Years of Experience

41

Years with the Firm

2

Office Location

Bay Area

Education

MS, Civil Engineering,
University of California,
Berkeley, 1986

BS, Civil Engineering, University
of Illinois, Urbana, 1983

Licensing/Certifications

Registered Professional Civil
Engineer, CA (41180)

Registered Professional
Geotechnical Engineer, CA
(2160)

Registration Expiration

3/31/2025

Relevant Project Experience

United States Army Corps of Engineers, 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 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.

Bethel Island Municipal Improvement District, Bethel Island Levees, Bethel Island, CA. Geotechnical Engineer. Kevin was the engineer for assessing an 11.5-mile levee system on Bethel Island for compliance with FEMA National

Flood Insurance Program (NFIP). The analysis considered existing design criteria for the levee system and compared it to the NFIP criteria. The existing levee requires improvements to reduce seepage through the levee and to offset the effects of soil liquefaction. Kevin inspected the levees and performed seepage, stability, and seismic performance analyses, including liquefaction and deformation of the levees. He developed alternatives to reduce and/or control seepage through and beneath the levees, including internal cutoffs (soil-bentonite walls and steel sheet piles), and widened/buttressed levees to increase the path of seepage. His report has helped guide decisions for the rehabilitation of the levee system.

California Department of Water Resources and Reclamation District 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.

Reclamation District 830, Jersey Island Levee Improvements | Contra Costa County, CA. Geotechnical Engineer. Kevin has led the design for rehabilitation of the 16-mile system, with nine miles completed and approximately seven miles partially completed.



Callan J. Yu, PE, GE

Associate Geotechnical Engineer

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.

Project Role

Geotechnical Project Manager

Years of Experience

18

Years with the Firm

2

Office Location

Bay Area

Education

MS, Civil Engineering,
University of California, Los Angeles, 2010

BS, Civil Engineering, University of California, Davis, 2007

Registrations/Certifications

Registered Professional Engineer - Civil: CA (77899)

Registered Professional Engineer - Geotechnical: CA (3117)

Registration Expiration

6/30/2025

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.

Mid-Valley Phase III Levee Reconstruction Project, Sites 9 and 10 | Yolo County, CA. Project Manager. The project consists of constructing shallow soil-bentonite cutoff walls at two locations along the right bank of the Sacramento River (Sites 9 and 10). Callan provided geotechnical support for evaluation of the shallow cutoff wall for seepage and stability. During construction, Callan provided quality assurance observation and testing services for the project.

Grayson Creek and 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.

Grand Island Seepage Cutoff Wall | Sacramento County, CA. Geotechnical Engineer. The project included remediating approximately 2,500 feet of levee which has a history of sinkholes, seepage, and boils. Callan performed seepage and slope stability analyses in accordance with the Urban Levee Evaluations Project (ULE) Guidance Document for the cutoff wall levee improvement alternative. He evaluated stability conditions including sliding into the trench and sliding of the levee from fluid pressure.

F. – SUBCONSULTANTS

Shannon & Wilson *Role: Geotechnical Engineering*

Responsibilities: *Shannon & Wilson will lead with all geotechnical engineering tasks throughout the duration of this project*

Since 1954, Shannon & Wilson has provided geotechnical and environmental engineering services and construction testing and inspection services to private clients, and federal, state, and local governments. Today, they maintain offices across the country, including their Bay Area office in Concord. They combine their local experience with the specialized expertise and resources of their nationally-recognized engineering services to deliver successful projects for their clients. Shannon & Wilson provides geotechnical design services on a range of projects, from the technically complex with major capital improvement costs to smaller-scale projects with limited budgets. Regardless of size, they give each project the same attention to technical excellence, quality control, and responsiveness.

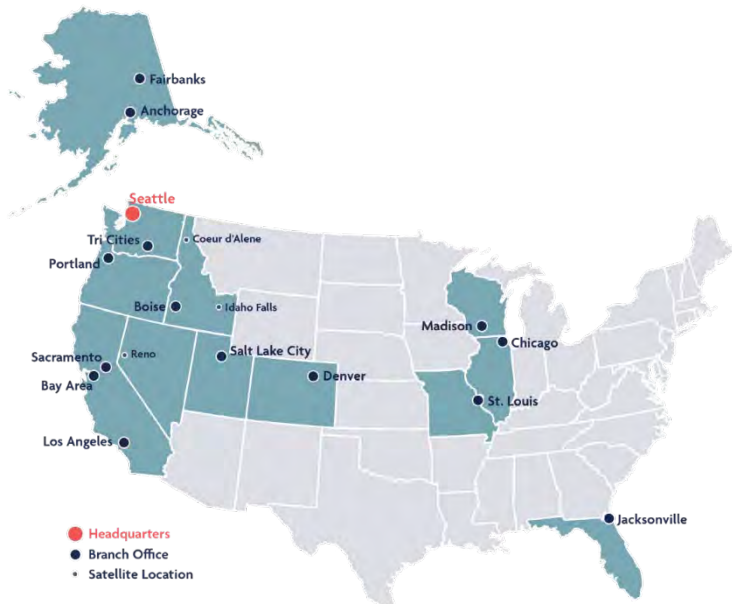
The Bay Area office of Shannon & Wilson has nearly 30 years of experience serving California. Combined with their Los Angeles and Sacramento offices, they offer over 30 technical staff in California and 350 staff firm-wide. Their goal is to be the leader in providing innovative geotechnical and geologic design that provides value to their clients through reduced construction costs and sound engineering solutions.

In the past decade, most of the Bay Area’s water resources work has been primarily for levee districts, municipal improvement districts, conservation agencies, water agencies, and private landowners. More than half of this work has been on flood protection infrastructure projects including design and/or evaluation of 30 dams, hundreds of miles of levees, and numerous multi-benefit projects.

KSN and Shannon & Wilson confirms compliance with all necessary steps identified in 2 CFR section 200.321(b)(1)-(5) to ensure if any as-needed MBE, WBE, and labor surplus are used when possible

a snapshot of Shannon & Wilson

- 1954** Shannon & Wilson founded
- 49,000** projects completed
- 370** staff members across multiple offices
- 15** offices across the United States
- 100%** Employee-owned



Firm Name: Shannon & Wilson	Incorporated: State of Washington
Address: 4085 Nelson Avenue, Suite A Concord, CA 94520	Corporate Address: Shannon & Wilson, Inc. 400 N. 34th Street, Suite 100 Seattle, WA 98103
Phone: 925.685.6300	

G. – PREVIOUS LEVEE DESIGN PROJECTS



KNIGHTS LANDING FLOOD MANAGEMENT PROJECT, YOLO COUNTY

Yolo County and the State of California Department of Water Resources (DWR) entered into a funding agreement for the Knights Landing Flood Management Project under the Small Communities Flood Risk Reduction Program (SCFRRP). Yolo County selected the MBK Engineers team (MBK) to provide design, engineering, environmental compliance, regulatory permitting, real estate, and project management services for the Knights Landing Flood Risk Reduction project. KSN is a part of the MBK team and has been performing the professional engineering design services and professional surveying services for the Knights Landing Ridge Cut Levee Improvement and Erosion Repair element to the project. To date the KSN team have completed geotechnical explorations and geotechnical assessments, and the 65% engineering designs and the 65% Design Documentation Report. KSN has also been assessing right of way needs and will prepare a right-of-way impacts assessment and will quantify right-of-way requirements. The 60% design documents are currently under review by the U.S. Army Corps of Engineers. Once that review is complete KSN are ready to prepare the 90% and 100% levee design drawings, technical specifications and cost estimates, and the construction bid package.



PROJECT CONTACT

Nicole Ortega-Jewell, Principal

MBK Engineers

p: (916) 456-4400

e: ortega-jewell@mbkengineers.com

455 University Ave., Suite 100, Sacramento, CA 95825

PROJECT DETAILS

Budget: \$720,000

Timeline: January 2021-Present

SIMILAR STAFF INVOLVED

Barry O'Regan – Principal-in-Charge

Jeff Mueller – QA/QC

Brian Gee – Project Engineer

Kris Nehmer – Survey Manager

Kevin Tillis – Geotechnical Manager

Callan Yu – Geotechnical Engineer



KNIGHTS LANDING LEVEE REPAIR PROJECT **KNIGHTS LANDING RIDGE DRAINAGE DISTRICT**

The Knights Landing Ridge Cut (KLRC) Levee Repair Project (project) is located approximately 1 mile south of the town of Knights Landing in western Yolo County. The project was focused on the remediation of approximately 3.5 miles of the eastern levee of the KLRC and constructing two new storm drainage pump stations. The objective of the KLRC project was to eliminate the cause of landside levee slope failures by replacing the landside levee face with lean clay and construct two new storm drainage pump stations. The project also consisted of relocating utilities affected by the construction. Kjeldsen, Sinnock & Neudeck, Inc (KSN) was the project manager and civil engineering consultant for the Knights Landing Ridge Drainage District.

The project was heavily constrained by overlapping construction window restrictions defined by resource and permitting agencies. In addition, the project required PG&E to relocate 7,000 feet of overhead power lines. Ensuring that construction and utility relocation could occur within the allowable construction window required careful planning, and extensive coordination by KSN with multiple outside agencies during both the design and construction phases.



PROJECT CONTACT
Lewis Bair, General Manager
Reclamation District 108
p: (530) 437-2221
e: lbair@rd108.org
975 Wilson Bend Road, Grimes, CA 95950

PROJECT DETAILS
Budget: \$8M
Timeline: 2014-2016

SIMILAR STAFF INVOLVED
Barry O'Regan - Principal-in-Charge
Jeff Mueller - Project Manager
Kris Nehmer - Survey Manager
Kevin Tillis - Geotechnical Engineer/
Manager





COLUSA BASIN DRAIN LEVEE CRITICAL STABILITY REPAIRS, RECLAMATION DISTRICT 108

Reclamation District 108 (RD108) received funding from DWR to address two critical stability repair sites on the left bank of the Colusa Basin Drain. The levee failures were caused by saturated levee foundations and a levee consisting of heavy clay soils, 'slipping out' during high water conditions. This is a similar failure mechanism experienced on the Knights Landing Ridge Cut levees in the past. RD108 retained KSN to undertake the engineering design for the project. The proposed repair design is to remove unsuitable material and reconstruct the levee, similar to the proposed solution for the Knights Landing Ridge Cut levee project.

KSN has performed topographic surveying of the project site and has developed project design documents in accordance with U.S. Army Corps of Engineer requirements. The design documents include design plans, technical specifications and a cost estimate for bidding and constructing the project. For this project KSN is providing Project Management, Engineering and Design Services, and Professional Surveying services.

PROJECT CONTACT

Meegan Nagy, Assistant General Manager
Reclamation District 108
p: (530) 437-2221
e: mnagy@rd108.org
975 Wilson Bend Road, Grimes, CA 95950

PROJECT DETAILS

Budget: \$105,000
Timeline: January 2024-Present

SIMILAR STAFF INVOLVED

Barry O'Regan - Principal-in-Charge
Elizabeth Ramos - Project Manager
Jeff Mueller - QA/QC
Gus Rowan - Project Engineer
Kris Nehmer - Survey Manager





GRIMES FLOOD RISK REDUCTION PROJECT, SACRAMENTO RIVER WEST SIDE LEVEE DISTRICT

Sacramento River West Side Levee District (SRWSLD) received grants from DWR under Phase 2 of the Small Communities Flood Risk Reduction Program (SCFRRP Phase 2), and FEMA under the BRIC program to remediate approximately 1.5 miles of existing Sacramento River levees suffering from through and under seepage. SRWSLD retained KSN to manage the project and to undertake civil engineering designs required to implement a flood risk reduction project to provide 100-year flood protection for the town of Grimes in Colusa County.

KSN has performed topographic surveying of the project site and has prepared 30% and 60% level design drawings, specifications for the project, and has led design review coordination with the Central Valley Flood Protection Board (CVFPB) and the US Army Corps of Engineers. Once final grant authorization is received from FEMA, KSN will prepare 90% and 100% design drawings, technical specifications, and cost estimates for the project.

PROJECT CONTACT

Meegan Nagy, General Manager
Sacramento River West Side Levee District
p: (530) 437-2221
e: mnagy@rd108.org
975 Wilson Bend Road, Grimes, CA 95950

PROJECT DETAILS

Budget: \$1,200,000
Timeline: 2021-Present

SIMILAR STAFF INVOLVED

Barry O'Regan – Principal-in-Charge
Jeff Mueller – QA/QC
Kris Nehmer – Survey Manager





KNIGHTS LANDING RIDGE DRAINAGE DISTRICT EROSION REPAIR PROJECT, KNIGHTS LANDING RIDGE DRAINAGE DISTRICT

KSN has been retained by the Knights Landing Ridge Cut Drainage District to develop a programmatic approach to erosion repairs along the Knights Landing Ridge Cut. The program consists of repairing erosion on the waterside portion of the levee and providing levee stabilization. The program includes both levees of the Ridge between the Colusa Drain and the Yolo Bypass, and has been designed to be constructed in phases as funding is available. In addition to leading development of programmatic approach and directing development of the environmental documentation for the entire Ridge Cut, KSN is preparing design documents for individual erosion sites, and overseeing construction of the erosion repairs. For this project KSN is providing Program and Project Management, Surveying, Engineering Design, and Construction Management services.

PROJECT CONTACT

Meegan Nagy, General Manager
Knights Landing Ridge Drainage District
p: (530) 437-2221
e: mnagy@rd108.org
975 Wilson Bend Road, Grimes, CA 95950

PROJECT DETAILS

Budget: \$217,000
Timeline: March 2021-Present

SIMILAR STAFF INVOLVED

Barry O'Regan – Principal-in-Charge
Elizabeth Ramos – Project Manager
Gus Rowan – Project Engineer
Kris Nehmer – Survey Manager





MOSSDALE TRACT LEVEE SEEPAGE REPAIR PROJECT, PHASE III, RECLAMATION DISTRICT 17

KSN managed preparation of the civil improvement plans, geotechnical reporting, project construction specifications, and overall project implementation to improve the existing embankment and underseepage conditions of Reclamation District 17’s levees at Mossdale Tract, Phase III Levee Seepage Repair Project. The 7.5-mile-long project consisted of reconstructing and extending landside levee toe berms, flattening levee landside slopes, constructing soil-bentonite cut-off walls and constructing setback levees to reduce seepage flow. KSN also provided terrestrial and bathymetric surveying support, and existing utility research and inspection to identify all encroachments and conflicts within the project corridors. Services included permitting, planning, surveying, mapping, design, bidding, construction management, construction monitoring, and grant management.

The Design Process

The Phase III design process took place over the course of ten years with a substantial portion of that time tied up in federal permitting which put this project on the shelf for many years. During that time various modifications to the levee and surrounding areas were carried out outside of the scope of the Phase III design. When the permitting for the cutoff wall project were completed and the final design completed in 2021, several of these topographical and infrastructural changes were not carried over to the project plans, including several seepage berms, monitoring wells that had become abandoned, and undocumented irrigation pipes in the levee that interfered with the progress of the cutoff wall. KSN’s close collaboration with the contractor meant that effective, timely solutions were developed, and the project suffered from no significant delays as a result of these unexpected design conflicts; the solutions did not compromise the design intent or, most importantly, the integrity of the cutoff wall in any way.

PROJECT CONTACT

Dante Nomellini, General Manager
Reclamation District No. 17
 p: (209) 456-5883
 e: ngmplcs@pacbell.net
 P.O. Box 1461, Stockton, CA 95201

PROJECT DETAILS

Budget: \$32M
Timeline: Design: 2018-2021
 Construction: 2021-2023

SIMILAR STAFF INVOLVED

Barry O’Regan – Grant Manager
 Jeff Mueller – Project Manager
 Kris Nehmer – Survey Manager

AWARDS

2024 CMAA Northern California’s Project of the Year (Infrastructure <\$50M)
 2024 CMAA National Environmental Construction Project of the Year (Infrastructure <\$50M)





H. – PAST PERFORMANCE THAT DEMONSTRATES FIRM'S EXPERIENCE COMPLETING PROJECTS

In the last five years, the KSN team has successfully completed many levee design projects, some of which are summarized in Section 2.G. For levee design projects with multiple external review agencies, managing their involvement and impacts to overall project schedule can be challenging. To help mitigate this, one of the key strategies we use is developing a master schedule with tentative milestone dates from project start to project end, and which are continually maintained and updated by KSN's Project Manager. The use of a master schedule helps mitigate scheduling conflicts, sets and maintains accountability to meet milestones, and provides a way to measure progress. The master schedule approach also provides partners with a clear picture of the expectations regarding their involvement in the process. The master schedule is updated as needed and shared with project partners as the project progresses. This method has been successfully implemented and validated through similar projects such as the Knights Landing Ridge Cut Erosion Repair project, and RD108 Colusa Drain Levee Slip Project.

Kjeldsen, Sinnock, and Neudeck, Inc. (KSN) presents our qualified core team for this pursuit based on a record of past success on delivering projects together, and previous experience with, and knowledge of the Knights Landing Ridge Cut levees. Our team has already developed the 65% design documents for this Project, therefore we are ideally suited to complete the job.

3. RESPONSIVENESS/RESPONSIBILITY

3.a. - HAS YOUR AGENCY OR ANY OFFICER OF YOUR AGENCY DEFAULTED ON A CONTRACT? IF YES, EXPLAIN.

No

3.b. - IN THE PAST FIVE (5) YEARS, HAS ANY CLAIM BEEN FILED IN COURT AGAINST YOUR AGENCY OR ANY OFFICER OF YOUR AGENCY? IF YES, EXPLAIN.

No

3.c. - DUNS NUMBER

DUNS numbers are reserved for public agencies, not private firms.

3.d. - STATEMENT ON HOW WE RESOLVE CONFLICTS.

We resolve conflicts as soon as they are detected, through clear communication and a methodical and open process. The team will actively monitor and identify issues, then gather facts to understand the conflict and ensure all parties agree on the problem. The team will address the issue with open dialogue by encouraging respectful discussions to hear all perspectives. Then, we will work together, we work on solutions that align with project goals and benefit all stakeholders. Finally, the team will document the agreed solutions are documented and monitor that the resolution is followed.

3.e. - METHODS, APPROACH AND CONTROLS USED ON THE PROJECTS IN ORDER TO COMPLETE THEM IN AN EFFECTIVE, TIMELY, ECONOMICAL AND PROFESSIONAL MANNER.

The KSN team has completed levee design projects like this over the past five years through the use of our project control tools. Our team uses SharePoint for real-time document access and assignment tracking, supported by bi-weekly check-ins to monitor progress and address any issues proactively. Additionally, KSN uses Microsoft Project to develop comprehensive project schedules for each of our projects. These schedules include milestone deadlines, internal team coordination checkpoints, and workloads per staff member assigned to the project to determine the availability of the assigned staff. This allows the project manager to anticipate contract delivery tasks items with tight schedules, critical path elements that may otherwise be overlooked, and potential staffing conflicts to resolve early in the project. Our team uses experienced project managers to monitor progress and budget. This helps ensure that all tasks are completed within budget, on time, and to the highest professional standards.

We also have developed a Quality Management System to support firm-wide consistency in the quality of our work. Our Quality Management system is based on proven industry principles, with Quality Assurance procedures implemented on KSN projects of all sizes. Our Quality Assurance program includes such elements as:

- Use of the most current versions of design software such as AutoCAD Civil 3D, including in-house and third-party training of our design staff;
- Maintenance of design procedures, standard calculation sheets for the more routine calculations, and standard details that have been proven through years of implementation;
- Use of National CAD Standards and the latest Construction Specification Institute MasterFormat®;
- Technical specification templates that are kept up-to-date and continually improved;
- A firm set of project document storage and retention structure and correspondence maintenance.

For this project our QA/QC Manager, Jeff Mueller, will be responsible for strict adherence to our quality program. At the beginning of each task, Jeff will verify the scope, schedule, and budget are consistent with the goals of the project. Then at key milestones he will verify that QC procedures have been followed in the preparation of required submittal items, and that the procedures meet the intent and goals of the project. This level of effort will confirm that KSN's deliverables are both technically sound and reader-friendly. Jeff will monitor and enforce these policies through regular team meetings and communications with our project manager. Jeff and the team will also meet at the end of each milestone to verify that QC procedures have been followed, and that they meet the project intent and goals. Our team will tailor our defined quality procedures to each task, including the level of plan and calculation checking at each submittal, identifying who is responsible for each step, and the timing of reviews. All submittals will be reviewed and checked before they are submitted to Yolo County.

4. PROJECT APPROACH

PROJECT UNDERSTANDING & APPROACH

Yolo County and the State of California Department of Water Resources (DWR) entered into a funding agreement for the Knights Landing Flood Management Project under the Small Communities Flood Risk Reduction Program (SCFRRP). In 2023, a grant agreement between Yolo County and the Federal Emergency Management Agency ("FEMA") was executed under the Hazard Mitigation Grant Program ("HMGP"). This FEMA grant funding will be used to incorporate comments received from the Central Valley Flood Protection Board and U.S. Army Corps of Engineers on the design documents developed under the DWR grant, and to finalize the project design documents. These design documents will be used to construct the Knights Landing Ridge Cut Levee Improvements. Additionally, FEMA grant funds will be used to support engineering services during construction, documentation of the as-built condition, and updating the Operations and Maintenance Manual.



The goal of the Knights Landing Flood Management Project is to develop a levee system protecting the town of Knights Landing that meets FEMA criteria and allows for removal of the town from the 100-Year flood zone. The Knights Landing Ridge Cut Left Levee is a component of the overall Knights Landing Flood Management Project. This levee has a history of cracking, slumping, and shallow slope failures along the landside slope. According to U.S. Army Corps of Engineers' 1996 Design Memorandum, records dating to 1951 have described levee deformation, slippage, and partial collapse along the Ridge Cut Left Bank. The 1996 Design Memorandum indicates that many of the failures have been on the landside slope and are often shallow, involving approximately the upper 5 feet of levee. Deeper slides, sometimes resulting in significant slumping of the crown, have also occurred. The reach of levee immediately south of this Project had documented damage in the 1986 flood. That eventually led to repair work being completed in 2016 based upon geotechnical analyses and engineering designs prepared by the KSN team. Although the damage from the 1986 flood did not include this Project's limits, we have determined that the site conditions and risks are similar. FEMA levee accreditation criteria require levees to meet slope stability standards. Therefore, given the history of slope failures along the Ridge Cut, the levee must be repaired as part of the larger Knights Landing Flood Management Project.



Through our work under the DWR SCFRRP, the KSN team has already completed geotechnical explorations, and laboratory testing of soil samples to characterize existing site conditions along the existing Ridge Cut levee alignment. The KSN team used the results of the field exploration and laboratory testing to develop conclusions and recommendations for designing the levee remediation. Those conclusions and recommendations were documented in the Knights Landing Left Levee Improvement Project – 65% - Design Recommendation Report prepared by the KSN team. The KSN team also prepared 65% design plans based upon the Design Recommendation Report which call for reconstructing roughly 4,800 feet of the left bank of the Knights Landing Ridge Cut Levee to make levee stability improvements.

Through our work under the DWR SCFRRP, the KSN team has already completed geotechnical explorations, and laboratory testing of soil samples to characterize existing site conditions along the existing Ridge Cut levee alignment. The KSN team used the results of the field exploration and laboratory testing to develop conclusions and recommendations for designing the levee remediation. Those conclusions and recommendations were documented in the Knights Landing Left Levee Improvement Project – 65% - Design Recommendation Report prepared by the KSN team. The KSN team also prepared 65% design plans based upon the Design Recommendation Report which call for reconstructing roughly 4,800 feet of the left bank of the Knights Landing Ridge Cut Levee to make levee stability improvements.



We are recommending that the reconstructed levee consist of a 20-22-foot wide crest with 6-inches of Class 2 aggregate base, with a reestablished levee crown elevation, and a landside side slope of 3H:1V. The reestablished levee crown elevation will provide at least 3-feet of freeboard above the 100-Year water surface elevation. Levee fill will be imported to replace the existing landside levee slope to a minimum 5-foot thickness. We are proposing that the removed material will be spoiled at the landside toe of the levee to reduce off-haul costs.

The 65% design documents prepared by the KSN team have been reviewed by the US Army Corps of Engineers and the Central Valley Flood Protection Board. The KSN team addressed the comments received and we are awaiting 'back-check' approval from the Corps before we proceed to 90% design. In the meantime, the KSN team has been assessing right-of-way needs to prepare a right-of-way impacts assessment to quantify right-of-way requirements.



OUR EXPERIENCE WORKING WITH FEMA

KSN has been working with FEMA grant programs since 1982, gaining decades of experience in FEMA funding compliance. We recently assisted 23 levee maintaining agencies through FEMA's Public Assistance process for disasters DR-4344 (2017), DR-4431 (2019), and DR-4683 (2022/23). We are also working on FEMA BRIC and HMGP grants for the Sacramento River West Side Levee District. From our extensive experience working with FEMA, we understand the level of cost documentation, progress tracking, and technical reporting FEMA requires, ensuring that reimbursement requests are clear, complete, and fully compliant. Our ability to translate complex levee-related technical information into terms that FEMA staff can readily process has been critical in ensuring smooth grant compliance. Additionally, we are well-versed in FEMA's procurement policies, consistent with the requirements outlined in the Code of Federal Regulations (CFR) Part 200, which governs procurement under federal assistance. By ensuring proper procurement procedures and maintaining eligibility, we have helped levee maintaining agencies maximize reimbursement opportunities. Given this extensive experience, we are confident in our ability to effectively manage our work to meet FEMA grant requirements.



FEMA

SCOPE OF WORK

For the KSN team, the next steps to advance the project design are relatively straight forward. We will build upon the work we have already completed under the DWR grant to complete the design efficiently for the County. To complete the project KSN will undertake the following tasks:

PHASE 1

Task 1: 90% Design

- Work with the County to develop and maintain a project schedule
- Incorporate CVFPB, USACE and FEMA review comments on the existing 65% design package into the 90% design documents.
- Collect additional data to perform analysis necessary in support of the preparation of the 90% geotechnical and civil design to address seepage, stability, and freeboard deficiencies
- Prepare 90% Design Plans, Technical Specifications, and Cost Estimate (PS&E)
- Update the Design Documentation Report at the 90% stage of design.
- Submit 90% design documents to the CVFPB and USACE for review.
- Prepare a 90% Response to Comments for the CVFPB and USACE
- Provide support to the County to seek community input on project development of the project designs, as needed.

Task 2: 100% Design

- Incorporate CVFPB, & USACE review comments on the 90% design package into the 100% design documents.
- Update the Design Documentation Report at the 100% stage of design.
- Prepare 100% PS&E package for submittal to the CVFPB and USACE for review
- Prepare a 100% Response to Comments for the CVFPB and Army Corps of Engineers
- Prepare a single set of final project documents for bidding and contracting the project. The front-end documents will be based on Yolo County’s standard documents.
- Prepare of a Storm Water Pollution Prevention Plan (SWPPP), meeting the State of California’s General NPDES Permit for Construction Activities (General Permit) requirements will be prepared by a Qualified SWPPP Developer (QSD).

Task 3: Right-of-Way Requirements

- Prepare a final right-of-way requirements map and legal descriptions for any additional needed right-of-way.

Deliverables - Phase 1

The phase 1 deliverables will be:

- Project Schedule
- 90% Plans, Technical Specifications, & Estimate in electronic format with 1 (One) hard copy
- 90% Design Documentation Report in electronic format with 1 (One) hard copy
- 90% Response to Comments in electronic format
- 100% Plans, Technical Specifications, & Estimate, in electronic format with 1 (One) hard copy
- 100% Design Documentation Report in electronic format with 1 (One) hard copy
- 100% Response to Comments in electronic format
- Set of final project documents for bidding and contracting the project in electronic format with 1 (One) hard copy
- Storm Water Pollution Prevention Plan in electronic format with 1 (One) hard copy
- Right-of-Way Requirements Map in electronic format with 1 (One) hard copy
- Legal descriptions for any additional needed right-of-way in electronic format with 1 (One) hard copy

PHASE 2

Task 4: Engineering Support Services During Construction

- Provide engineering support services during construction, which will include:
 - Responding to construction contractor Requests for Information (RFIs)
 - Reviewing construction contractor submittals
 - Providing as-builts including final ‘Top of Levee’ Profile
 - Providing input to the construction completion report
 - Providing updates to the Operations and Maintenance Manual

Assumptions
 Please note our assumption that MBK will continue to manage and oversee the Section 408 process with the Army Corps of Engineers for the project.

Deliverables - Phase 2

The phase 2 deliverables will be:

- Responses to Requests for Information
- Responses to construction contractor submittals
- As-built plans including final ‘Top of Levee’ Profile
- Update to the Operations and Maintenance Manual

EXHIBIT C – FEE SCHEDULE & COST ESTIMATE

Please see separate PDF for Exhibit C's KSN's Fee Schedule & Cost Estimate

EXHIBIT D – PREVIOUS CUSTOMER REFERENCES

We welcome the County to contact any or all of the below contact references, who have personal knowledge of our team's experience and capabilities. At KSN, we'd be happy to provide additional references upon request.

KJELDTSEN, SINNOCK, & NEUDECK, INC.

1. **Meegan Nagy, General Manager** *Knights Landing Ridge Drainage District*

Address: 975 Wilson Bend Road, Grimes, CA 95950

Email: mnagy@rd108.org

Phone: (530) 812-6269

Description of Work Performed:

KSN has been retained by the Knights Landing Ridge Cut Drainage District to develop a programmatic approach to erosion repairs along the Knights Landing Ridge Cut. In addition to leading development of programmatic approach and directing development of the environmental documentation for the entire Ridge Cut, KSN is preparing design documents for individual erosion sites, and overseeing construction of the erosion repairs. For this project KSN is providing Program and Project Management, Surveying, Engineering Design, and Construction Management services.

2. **Nicole Ortega-Jewell, Principal** *MBK Engineers*

Address: 455 University Ave., Suite 100, Sacramento, CA 95825

Email: ortega-jewell@mbkengineers.com

Phone: (916) 456-4400

Description of Work Performed:

KSN is a part of the MBK team and has been performing the professional engineering design services and professional surveying services for the Knights Landing Ridge Cut (KLRC) Levee Improvement and Erosion Repair element to the project. To date the KSN team have completed geotechnical explorations and geotechnical assessments, and the 65% engineering designs and the 65% Design Documentation Report. KSN has also been assessing right of way needs and will prepare right-of-way impacts assessment and will quantify right-of-way requirements.

3. **Lewis Bair, General Manager** *Reclamation District 108*

Address: 975 Wilson Bend Road, Grimes, CA 95950

Email: lbair@rd108.org

Phone: (530) 437-2221

Description of Work Performed:

The Knights Landing Ridge Cut (KLRC) Levee Repair Project was focused on the remediation of approximately 3.5 miles of the eastern levee of the KLRC and constructing two new storm drainage pump stations. The objective of the KLRC project was to eliminate the cause of landside levee slope failures by replacing the landside levee face with lean clay and construct two new storm drainage pump stations. The project also consisted of relocating utilities affected by the construction. Kjeldsen, Sinnock & Neudeck, Inc (KSN) was the project manager and civil engineering consultant for the Knights Landing Ridge Drainage District.

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:

Kjeldsen, Sinnock and Neudeck, Inc.

Company Name

Finbarr O'Regan

Name

1550 Harbor Blvd., Suite #212

Address

Vice President; Principal-in-Charge

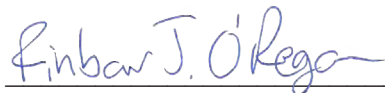
Title

West Sacramento CA 95691

City State Zip

916-403-5900

Phone



Signature of Personal Authorized to Sign

boregan@ksninc.com

Email

Finbarr O'Regan

Printed Name

Vice President; Principal-in-Charge

Title

2/14/2025

Date

EXHIBIT F — NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT

NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT

I, Finbarr O'Regan, am the
(Name)
Vice President of Kjeldsen, Sinnock and Neudeck, 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)

(Signature)

EXHIBIT G – CERTIFICATION OF EXCEPTIONS TO RFP DOCUMENTS

CERTIFICATION OF EXCEPTION TO RFP DOCUMENTS

The undersigned, a duly authorized representative of Kjeldsen, Sinnock and Neudeck, Inc.,
(COMPANY NAME)

hereby stipulates that Kjeldsen, Sinnock and Neudeck, Inc. takes no exceptions to this Request for
(COMPANY NAME)

Proposals and its attachments as referenced in this RFP.

Finbarr J. O'Regan
Signature

2/14/2025
Date

Finbarr O'Regan
Printed Name

Vice President
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		
2		
3		
4		
5		
6		
7		
8		

Kjeldsen, Sinnock & Neudeck, Inc. has reviewed the language stated in the sample agreement and has no exceptions to the contract.

EXHIBIT H – ANTI-LOBBYING CERTIFICATION

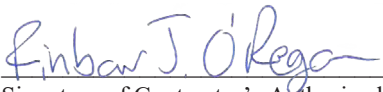
ANTI-LOBBYING CERTIFICATION

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, **Kjeldsen, Sinnock and Neudeck, 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

Finbarr O'Regan; Vice President

 Name & Title of Contractor's Authorized Official

2/14/2025

 Date

PROPOSAL FOR

Yolo County

KNIGHTS LANDING RIDGE CUT LEVEE IMPROVEMENTS PROJECT

Final Design in Support of the Knights Landing Flood Mitigation Project
(RFP# GSDRFPKK2456)

2/14/2025



Prepared for

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

Prepared by

Kjeldsen, Sinnock & Neudeck, Inc.,
1550 Harbor Blvd., Suite #212
West Sacramento, CA 95695

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