

ATTACHMENT A

GEI Consultants, Inc. Agreement
(LM 0.0. to 0.9)

AGREEMENT NO. _____

(Agreement for Sacramento River West Levee [LM 0.0 to 0.9] 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 GEI Consultants, Inc., a California corporation located in Rancho Cordova, California (the “Contractor”), jointly referred to as the “Parties” herein.

W I T N E S S E T H

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

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

WHEREAS, the County desires to 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. GSDRFPKK2453) for a qualified firm to provide professional services to perform the Sacramento River West Levee (LM 0.0 to 0.9) Improvements Project Final Design (the “Project”), a copy of the solicitation is attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted a response to the solicitation, which is attached hereto as Exhibit B; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise, and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

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

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

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

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

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

I. PROFESSIONAL SERVICES FOR PHASE 1 OF THE PROJECT

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

- Work with Yolo County to develop and maintain a project schedule.
- Provide support to Yolo County to seek community input on project development of the project designs (as needed).
- Incorporate regulatory and FEMA review comments on the existing 65% design package (as needed), collect additional data to perform analysis necessary in support of the preparation of the 100% geotechnical and civil design to address seepage, stability, and freeboard deficiencies.
- Prepare 100% designs for the Sacramento River West Levee (LM 0.0 to 0.9) project reach.
- Develop a construction cost estimate for the Sacramento River West Levee (LM 0.0 to 0.9) 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 GSDRFPKK2453 (*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.

Engineering G8	\$329.00
Engineering G7	\$294.00
Engineering G6	\$248.00
Engineering G5	\$222.00
Engineering G4	\$188.00
Engineering G3	\$168.00
Engineering G2	\$153.00
Engineering G1	\$139.00
Drafter	\$168.00
Admin	\$124.00

B. Compensation rates shall remain firm for the Initial Term of this Agreement but may be increased thereafter as provided in Paragraph IX.A of this Agreement. The Director may approve modifications of the term, scheduling, and allocation of funds between the tasks and subtasks set forth in this paragraph, provided that there is no increase in the total compensation set forth herein. The total amount of compensation to be paid to Contractor for the services required by this Agreement for Phase 1 of the Project shall not exceed One Hundred Thousand dollars (\$100,000.00).

C. If the County requests the additional services for Phase 2 of the Project, as specified in Paragraph II of this Agreement, the total amount of compensation to be paid to Contractor for the services required by this Agreement for Phase 2 of the Project shall not exceed Four Hundred Twenty-Five thousand dollars (\$425,000.00).

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 Paragraph XII.B. of this Agreement, which is required by 41 CFR Part 60-1.4(b), as it may be amended, superseded, supplemented, including as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

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

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

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

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

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

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

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

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

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

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

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

- *“Produced in the United States”* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *“Manufactured products”* mean items and construction materials composed in

whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

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

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

Q. Prevailing Wage Requirements – California Prevailing Wages. Contractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the project available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site, including a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1. If total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance

requirements that may apply under the Prevailing Wage Laws, including Labor Code Sections 1725.5, 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor-caused delay and shall not be compensable by the County.

2. The County will not recognize any claim for additional compensation because of the payment by Contractor of any wage rate as a result of the applicability of the Prevailing Wage Laws. The possibility of wage increases is one of the elements to be considered by Contractor in determining a bid and will not under any circumstances be considered as the basis of a claim against the County on the Agreement.

R. Disadvantaged Business Enterprise (DBE) and Labor Surplus Area Firms (LSAs). This Project requires compliance with DBE requirements as stated in Title 2 CFR part 200, Subpart D, section 200.321 and the State Contract, to ensure that disadvantaged business entities (DBEs), such as small businesses and LSAs are used when possible. The DBE Program requires certain information and forms to be submitted regarding all DBEs participation and utilization. Contractor must take all necessary affirmative steps to use DBEs and LSAs when using subcontractors, as described in Title 2 CFR part 200, Subpart D, section 200.321(b)(1)-(5), as those requirements may be amended. :

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

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

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

order to be provided any service or benefit; and the assignment of times or places for the provision of services.

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

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

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

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Contractor will comply with all nondiscrimination provisions of the rules, regulations, and relevant orders of the Secretary of Labor or administering agency.
6. Contractor will furnish all information and reports required by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts, and such other sanctions may be imposed and remedies invoked by the administering agency, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) of this Section XII.B in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

XIII. CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

requirements, with any sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work.

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

XIV. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

XV. WORKERS' COMPENSATION

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

XVI. NOTICE

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

CONTRACTOR

GEI Consultants, Inc.
Attn: Senior Vice President
11010 White Rock Road, Suite 200
Rancho Cordova, CA 95670-6083
sgala@geiconsultants.com

COUNTY

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

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

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

XVII. CONFLICT OF INTEREST

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

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

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

XVIII. COVENANT AGAINST CONTINGENT FEES

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

XIX. AUDITS; ACCESS TO RECORDS

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

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

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

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

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

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

longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

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

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

XX. ASSIGNMENT AND SUBCONTRACTS

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

XXI. STATUS OF CONTRACTOR

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

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

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

XXII. AMENDMENT

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

XXIII. WAIVER

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

XXIV. AUTHORIZED REPRESENTATIVE

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

XXV. PUBLIC RECORDS ACT

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

XXVI. ADDITIONAL PROVISIONS

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

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

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

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

3. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
4. If the Contractor knowingly violates this certification, in addition to other remedies available to the State and Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

XXVII. ENTIRE AGREEMENT

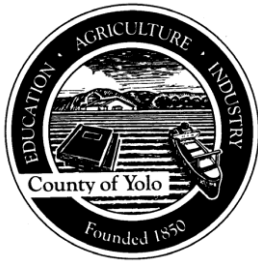
This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term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

[SIGNATURES ON FOLLOWING PAGE]

//

EXHIBIT A

**REQUEST FOR PROPOSAL
NO. GSDRFPKK2453**



COUNTY OF YOLO

General Services Department
Procurement Division

Notice of Request for Proposals

For

SACRAMENTO RIVER WEST LEVEE (LM 0.0 TO 0.9) IMPROVEMENTS PROJECT FINAL DESIGN

IN SUPPORT OF THE KNIGHTS LANDING FLOOD MITIGATION PROJECT

RFP# GSDRFPKK2453

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

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

RFP Coordinator:
Karen Kawelmacher
(530) 666-8073

karen.kawelmacher@yolocounty.gov

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Section II.	RFP Schedule of Events	8
Section III.	General Instructions & Information	8
Section IV.	Terms and Conditions	14
Section V.	Instructions for Completion of Proposal	20

Exhibits:

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

Attachments:

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

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE

The County of Yolo (“County”) is requesting the submittal of proposals for professional engineering services to perform the **SACRAMENTO RIVER WEST LEVEE (LM 0.0 TO 0.9) IMPROVEMENTS PROJECT FINAL DESIGN** based on existing partial design documents. The County expects the selected consultant to use the partial design documents in preparing the final design but makes no representation of the suitability or completeness of any part of those documents. Furthermore, the County is requesting the selected firm to provide engineering services during construction.

The efforts will be funded through an executed grant agreement between Yolo County and the Federal Emergency Management Agency (“FEMA”) under the Hazard Mitigation Grant Program (“HMGP”). Grant funding will be used to advance a previously completed preliminary design to reduce flood risk of four critical resources within the Knights Landing project area in Yolo County. **This RFP focuses on a specific reach of the Sacramento River West Levee from Levee Mile 0.0 to Levee Mile 0.9, 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\5327-2 - Yolo CSA-6 - Knights Landing\HMPG 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 Sacramento River West Levee LM 0.0 to 0.9 Reach to meet seepage exit gradient criteria and landslide slope stability factor of safety requirement at the design water surface. The proposed improvement considers construction of a cutoff wall to address seepage, stability berms, and levee raising to a minimum of 3 feet of freeboard above the 100-year WSE, where needed.

2. VENDOR MINIMUM QUALIFICATIONS:

- a. Vendor shall have a minimum of five (5) years of experience performing water 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 Sacramento River West Levee (LM 0.0 to 0.9) Improvements Project Final Design based on the existing designs and other resources completed to date. The final design is expected to encompass the necessary steps to fulfill the County's requirements under Phase 1 of the FEMA HMGP grant.

The following is a general task list of services to be provided by the retained firm under Phase 1 specific to the Sacramento River West Levee (LM 0.0 to 0.9) Project Reach:

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

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

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

4. SERVICE CONTRACT:

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

5. COMPLAINTS:

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

D. AWARDED CONTRACTOR REQUIREMENT

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

E. CONTRACT TERM

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

F. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II – RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments.

A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

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

G. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through Periscope Source, formerly BidSync, at www.BidSync.com.

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

H. ADDENDA

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

SECTION II. RFP SCHEDULE OF EVENTS

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

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

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

SECTION III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP COORDINATOR

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

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

B. COMMUNICATIONS REGARDING THE RFP

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

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

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

C. PROPOSAL PREPARATION COSTS

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

D. PROPOSAL WITHDRAWAL

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

E. PROPOSAL AMENDMENT

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

F. PROPOSAL ERRORS

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

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

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

H. ASSIGNMENT AND SUBCONTRACTING

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

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

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

I. PROPOSAL OF ADDITIONAL SERVICES

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

J. INDEPENDENT PRICE DETERMINATION

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

K. INSURANCE

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

L. LICENSURE

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

M. RFP AMENDMENT AND CANCELLATION

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

N. RIGHT OF REJECTION

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

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

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

O. DISCLOSURE OF PROPOSAL CONTENTS

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

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

P. PROPOSAL EVALUATION PROCESS

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

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

Q. AWARD OF PROPOSAL

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

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

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

R. AWARD PROCESS

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

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

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

S. PROTESTS

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

1. Protest Procedures:

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

All protests shall include at a minimum the following information:

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Protest of Disqualification:

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

4. Protest of Award of Contract:

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

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

SECTION IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

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

B. NON-WAIVER

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

C. FEDERAL, STATE, AND LOCAL LAWS

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

D. GOVERNING LAW

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

E. PREVAILING WAGE; LABOR CODE COMPLIANCE

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

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

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

F. ADDITIONAL APPLICABLE LAWS

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

- 1. The Contractor will comply with the equal opportunity clause provided under 41 CFR 60-1.4, in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p. 339), as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Further, the Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.
- 2. The Immigration Reform and Control Act (IRCA) of 1986: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-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

Proposers 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

Sacramento River West Levee (LM 0.0 to 0.9) Improvements Project Final Design

RFP# GSDRFPKK2453

Proposal prepared for: County of Yolo

February 14, 2025

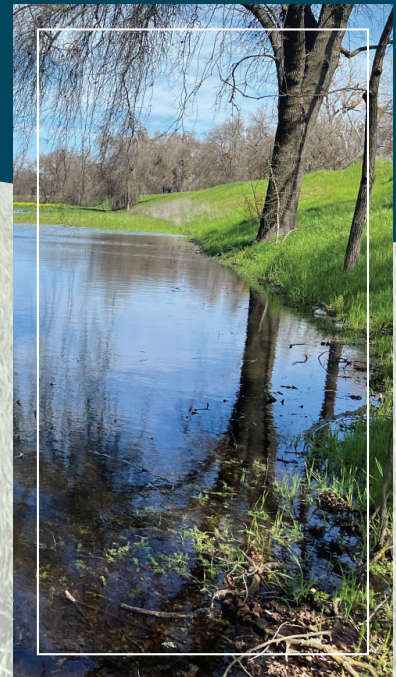


EXHIBIT A: PROPOSAL TRANSMITTAL LETTER

February 14, 2025

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



Consulting
Engineers and
Scientists

Subject: Proposal for the Sacramento River West Levee (LM 0.0 to 0.9) Improvements Project Final Design (RFP# GSDRFPKK2453)

Dear Ms. Kawelmacher:

GEI Consultants, Inc. (GEI) has reviewed the Request for Proposal (RFP) for services related to the Sacramento River West Levee (LM 0.0 to 0.9) Improvements Project Final Design (Project) and are confident we can deliver excellent performance, which meets both your needs and the funding agency requirements. We understand how critical this Project is to Yolo County's (County) commitment to mitigate flood risk and build resiliency into the levees that surround the Knights Landing Basin. We are dedicated to delivering an excellent project within your budget and the agreed-upon schedule.

Our integrated team will be led by Kris Van Sant, PE, PMP, as GEI's Project Manager, Satya Gala, PhD, PE, PMP, as Principal-in-Charge, with Quality Control provided by Emilie Singleton, PE, PMP, and Technical Advising by Alberto Pujol, PE, GE, Civil Design will be supported by Will Link, PE and Eduardo Cerna Alvarez, PE with Mark Martin, PE as the lead for utility coordination and design. They will be assisted by a team of highly skilled staff who take great pride in their ability to work with our clients to successfully complete projects of all sizes. The GEI team is in a unique position given that we supported the County at the 65% design level. No other project team has the comprehensive understanding of the Project site and the steps needed to successfully execute the final design and permitting that will meet all of the County's goals to result in a successful project. GEI is nationally recognized as a leading firm in the areas of dam and levee safety. We have proven experience in managing complex flood control projects, including levee evaluation, rehabilitation, design, construction, and Federal Emergency Management Agency (FEMA) accreditation and certification efforts across the United States (U.S.). The range of GEI's expertise enables us to approach every assignment with the flexibility required to meet each client's specific needs. It also means we can provide consultation on a specific problem or assume the full responsibility for an entire project from planning to design to construction management.

GEI exceeds the minimum qualifications as stated in the RFP. GEI understands the scope of work to be done in Phase 1, including design, permitting, completion of the FEMA Environmental and Historical Preservation review, and real estate purchases and approvals, and Phase 2 including implementation of the project, grant reporting, and closeout (pending FEMA approval of the Phase 1 deliverables and funding agreement execution). As requested in the RFP, our proposal includes the following: Proposal Transmittal Letter, Proposal Questionnaire, Fee Schedule and Cost Estimate, Customer References, Signature Page, Non-Collusion and Non-Conflict of Interest Statement, Certification of Exceptions to RFP Documents, and Anti-Lobbying Certification.

Our proposal will remain valid for 90 calendar days from the date of submission. We appreciate the opportunity to assist the County in this critical project. Please contact Kris Van Sant or Satya Gala if you have questions about our Proposal.

Sincerely,

GEI Consultants, Inc.

A handwritten signature in blue ink, appearing to read "Kris Van Sant".

Kris Van Sant, PE, PMP
Project Manager
kvansant@geiconsultants.com
707.290.3237

A handwritten signature in blue ink, appearing to read "Satya Gala".

Satya Gala, PhD, PE, PMP
Principal-in-Charge
sgala@geiconsultants.com
916.631.4550

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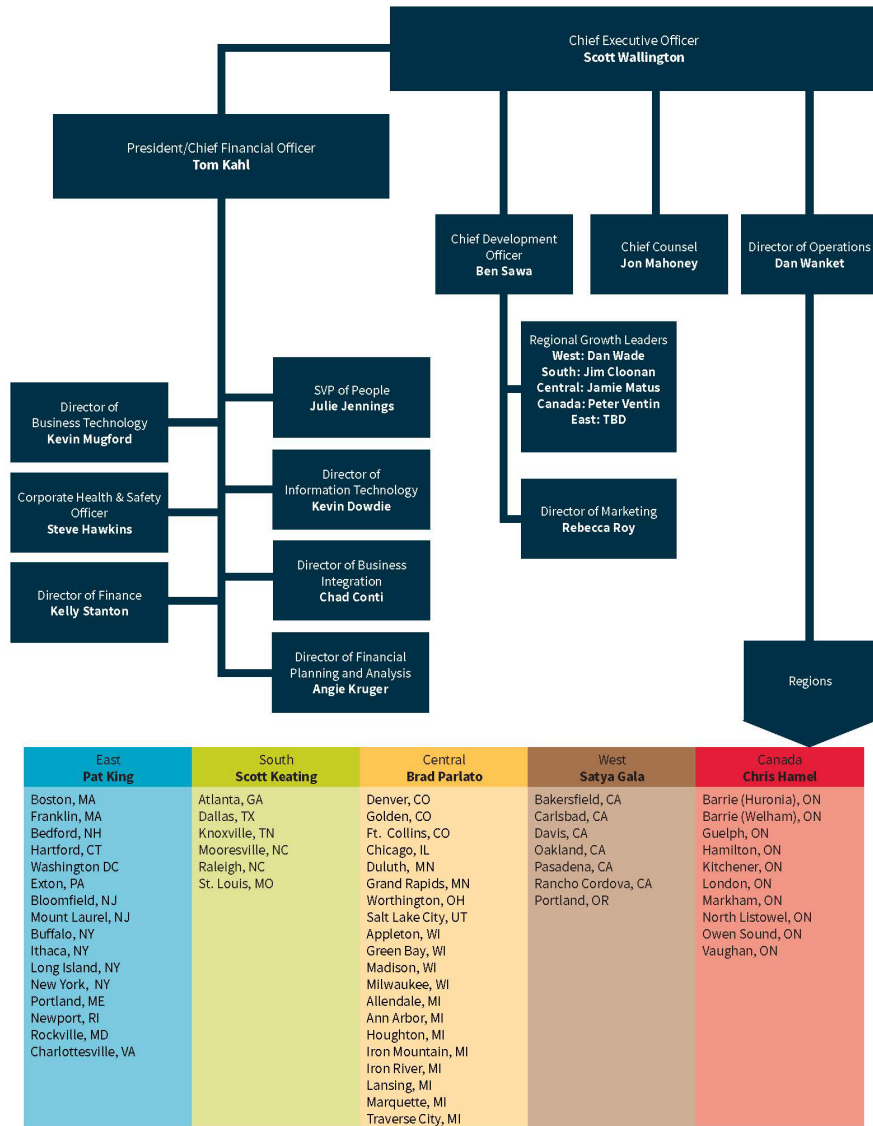
EXHIBIT B: PROPOSAL QUESTIONNAIRE

1. General Company Information

COMPANY OVERVIEW

Established in 1970, GEI is nationally recognized as a leading firm in the areas of dam and levee safety. We have proven experience in managing complex flood control projects, including levee evaluation, rehabilitation, design, construction, and FEMA accreditation and certification efforts across the U.S. GEI's decades long work in flood control includes a focus on levees and floodwalls that provides a unique insight in developing thoughtful, detailed approaches for streamlining project investigation and engineering design, leading to successful outcomes for our clients. Our services are built on the expertise and teamwork of more than 1,500 employees in the U.S. and Canada. GEI has proven experience managing complex water projects and our decades-long work in our water practice has afforded what many clients and regulatory agencies view as unique insight in developing strategic approaches leading to cost-effective and reliable projects. We have included our firm's organization chart in Figure 1.

FIGURE 1. GEI'S ORGANIZATIONAL CHART



PROFESSIONAL MEMBERSHIPS AND ORGANIZATIONS

As a professional engineering and consulting firm, GEI and our staff are members of several related organizations, such as the National Ground Water Association, American Water Works Association, Groundwater Resources Association, American Council of Engineering Companies, American Society of Civil Engineers, Association of Environmental & Engineering Geologists, Association of State Dam Safety Officials, Deep Foundations Institute, Licensed Site Professionals Association, Society of American Military Engineers, Society of Environmental Toxicology & Chemistry, United States Society on Dams, and Utility Solid Waste Activities Group to name a few. GEI has a culture that promotes professional excellence. The firm has a number of performance-based incentives, training and tuition-reimbursement programs, awards for publications, and regular in-house conferences. It is GEI’s policy to sponsor the attendance of technical personnel at specialized conferences or seminars to continuously update their professional knowledge.

List of Business Accreditations

Licensing Description	Business License #	Type of License
Alabama Professional Engineer COA	ECA3202	Professional Engineer COA
Arkansas Board of Licensure for Professional Engineer	2134	Professional Engineer
Arizona Professional COA	11964-0	Professional Engineer COA
City of Bakersfield Tax Certificate	25000074778	Business License Certificate
City of Brentwood	040960	Business License Certificate
City of Escondido Business License	145277	Business License Certificate
City of Oakland Business License	00015686	Business License Certificate
City of Pasadena Business Tax Permit	53433	Business License Certificate
City of Rancho Cordova Business License	311004	Business License Certificate
City of Roseville Business License	00826316	Business License Certificate
City of Sacramento Business Tax Certificate	1019848	Business License Certificate
City of San Diego	B1993000115	Business License Certificate
City of San Francisco Business and Professions Tax Certificate License	0940692	Business License Certificate
City of Sonoma Tax Certificate	26902450	Business License Certificate
City of West Sacramento Business License	18762	Business License Certificate
Town of San Anselmo Business License	15201756	Business License Certificate
Colorado -City of Durango Business License	201800585	Business License Certificate
State of Connecticut Department of Consumer Protection	PEC.0000393	Professional Engineer COA
State of Delaware Division of Professional Regulation Architectural License	S70000415	Architectural COA
Delaware Association of Professional Engineers	970	Professional Engineer COA
State of Delaware Department of Finance Division of Revenue	1997113702	Business License Certificate
Idaho Board of Licensure of Professional Engineers	C-444	Professional Engineer COA
Illinois Department of Humans Rights	121192-00	Business License Certificate
Illinois Department of Financial & Professional Regulation	184.001357.0002.062.039449	Professional Engineer COA
Kansas Board of Technical Professions Licensee	E-1693	Professional Engineer COA
Kentucky Board of Engineers & Land Surveyors	1255	Professional Engineer COA
State of Maryland Department of Labor	48356	Professional Engineer COA
City of Sunset Hill Business License (MO)	17706	Business License Certificate
City of St. Louis	LC10028018	Business License Certificate
State of Missouri Department of Commerce and Professional Licensure Professional Engineering Corp	001572	Professional Engineer COA
Montana COA	—	Professional Engineer COA
The North Carolina Board of Examiners for Engineers and Surveyors	C-4004	Professional Engineer COA
The North Carolina Board for Licensing for Geologist	C-513	Professional Engineer COA
North Dakota State Board of Registration for Professional Engineers and Lad Surveyors	295PE	Professional Engineer COA
State of New Hampshire Board of Professional Engineers	00259	Professional Engineer COA
New Jersey Department of Workforce & Labor Certificate	72719	Business License Certificate
The NJ Department of Environmental Protection Certificate	—	Business License Certificate
New Jersey Certificate of Employee Info	45528	Business License Certificate
New Jersey	24GA28013700	Professional Engineer COA
Nevada COA	13704	Professional Engineer COA
Nevada	—	Business License Certificate
New York	—	Pesticides License Certificate

Licensing Description	Business License #	Type of License
New York Asbestos COA	118806	Asbestos License Certificate
New York P. ENG COA	—	Professional Engineer COA
New York P.GEO COA	—	Professional Geologist COA
New York	—	Professional Engineer COA
Ohio	—	Workers Comp Certificate
Ohio Professional Licensure	02605	Professional Engineer COA
Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors	C1717	Professional Engineer COA
Rhode Island Professional Engineers	5163	Professional Engineer COA
South Carolina State Board of Registration for Professional Engineers and Surveyors	680	Professional Engineer COA
South Dakota Oglala Sioux Tribe Department of Revenue	24 BL1167	Business License Certificate
South Dakota Board of Technical Professions	C-770	Professional Engineer COA
State of California Business License	C1835910	Business License Certificate
Texas P.GEO COA	—	Professional Geologist COA
Virginia COA	—	Professional Engineer COA
The West Virginia State Board of Registration for Professional Engineers	C01510-00	Professional Engineer COA
State Board of Registration for Professional Engineers	C01510-00	Professional Engineer COA
Wyoming Board of Professional Engineers and Professional Land Surveyors	E-0113	Professional Engineer COA

2. Experience and Qualifications

SUMMARY OF FIRM'S EXPERIENCE

GEI offers the County the essential and distinct attributes to successfully complete the design services for this project. GEI is nationally recognized as a leading firm in the areas of dam and levee safety. We bring unsurpassed environmental, engineering, and levee design experience in the region; substantial long-term and ongoing flood control experience with local agencies such as Sacramento Area Flood Control Agency (SAFCA), U.S. Army Corps of Engineers (USACE) Sacramento District, California Department of Water Resources (DWR), Central Valley Flood Protection Board (CVFPB), Three Rivers Levee Improvement Authority (TRLIA), Yolo County, and other key clients and regulators; and a proven track record of project and design delivery meeting USACE, DWR, and CVFPB standards under aggressive schedules. We have proven experience in managing complex flood control projects, including levee evaluation, rehabilitation, design, construction, and FEMA accreditation and certification efforts across the U.S. GEI's decades-long work in flood control includes a focus on levees from planning through design and construction that provides a unique insight in developing thoughtful, detailed approaches for streamlining project investigation and engineering design, leading to successful outcomes for our clients. GEI's key team members for this County project demonstrate this experience.

One of GEI's strengths is the ability to offer extensive local levee design expertise to the County. Our geotechnical and design engineers, geologists, and planners have an exceptional track record for working with clients and communities for thoughtful solutions to the project needs. The key team members proposed for this County project have firsthand experience incorporating these considerations for levee projects of varying scale, from small community levees to large urban environments. The GEI team can meet the County's project needs for design and construction.

BUSINESS ENTERPRISE STATEMENT

GEI is not a Minority- or Women-Owned business enterprise.

FEMA FINANCIAL ASSISTANCE STATEMENT

GEI acknowledges that FEMA financial assistance will be used to fund the project and will comply with all of the applicable federal laws that entail.

EXCLUDED PARTIES LISTING SYSTEM STATEMENT

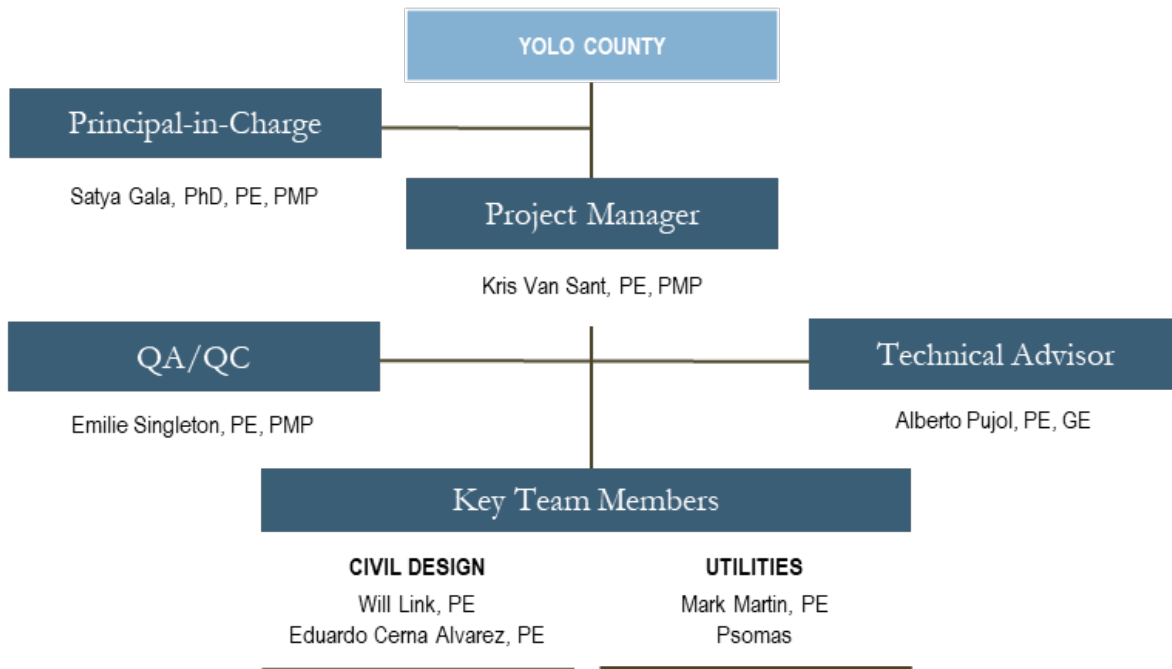
GEI confirms that it is not included in the Excluded Parties Listing System on the System for Award Management website (<https://sam.gov/>). Attached is a snapshot of the firms status.

GEI CONSULTANTS INC ● Active Registration			Entity
Unique Entity ID NNJMNX96LQ28	CAGE Code 4P724	Physical Address 400 UNICORN PARK DR, WOBURN, MA 01801 USA	Expiration Date Dec 3, 2025
			Purpose of Registration All Awards

PROJECT TEAM QUALIFICATIONS

Over the past 25 years, GEI’s California water resources practice has grown to earn a strong reputation for excellence in levee safety investigation, analysis, design, and construction. We have extensive experience in the planning, evaluation, and remediation of existing levees and the design of new levees. All of the key team members have worked together on recent projects including the 65% design of the small community Knights Landing Sacramento River Levee LM 0.0 to 0.9 which the current Project will build on. All of the key team members have current and valid professional licenses and certifications to perform their project responsibilities. Each key team member is introduced below with a description of their role for this County project, their overall experience, and examples of their relevant past roles and projects. Resumes for key team members are provided in Appendix B and some of the projects noted are further covered in Table 1.

FIGURE 2. PROJECT TEAM ORGANIZATION



KEY MANAGEMENT TEAM



Kris Van Sant, P.E., PMP – Project Manager

Education / Registration: B.S., Civil Engineering / Professional Engineer, CA No. 76640

Kris will serve as the Project Manager and Engineering Lead for the project. Kris is a registered civil engineer in California with 18 years of experience providing engineering and project management support in the design, evaluation, and construction phases for levee, dam, and other water resources projects. His experience includes the preparation of detailed calculations, drawings, specifications, engineer cost estimates, reporting, scheduling, and management of teams in both the design and construction phases of work. Kris has been involved in levee projects within the Central Valley for the entirety of his career. He has experience in all phases of project implementation, from planning and design, through construction. His excellent communication skills and

understanding of the complete cradle-to-grave project process for levee mitigation design and implementation make Kris an excellent choice to manage this experienced team in delivering a high-quality design package for Yolo County.

Kris has played a prominent role in several of GEI's design projects for USACE and CVFPB regulated levees in the Sacramento Valley. Most recently, he has been performing as the design lead for the small community Knights Landing Sacramento River Levee LM 0.0 to 0.9, Knights Landing Proposed Cross Levee, and TRLIA Climate Resiliency projects which include the design of cutoff walls, new levee embankments, levee raises, and berms/buttresses. Additionally for recently constructed levee improvements along the Sacramento River East Levee, Kris was the Civil Design Lead, an Engineer of Record, and Task Order Manager working with USACE to design and construct levee remediations including cutoff walls, levee geometry improvements, drained stability berms, a seepage berm, relief well modifications, and utility crossing encroachments and relocations or removals. Kris also supported the construction efforts for both the Sacramento River East Levee and Feather River East Levee projects. He was also the Design Lead for the Marina Levee and Horseshoe Bend Levee improvement projects for Bethel Island Municipal Improvement District.

*Kris Van Sant – You are simply the best. Thank you for dedication and amazing work ethic!!
Nikole May, Civil Works Project Management, USACE, Sacramento District*



Satya Gala, Ph.D., P.E., PMP – Principal-in-Charge

Education / Registration: Ph.D., M.S., B.S., Civil Engineering / Professional Engineer, CA No. 75986, Project Management Professional No. 2859666

Dr. Gala is a senior project manager and senior water resources engineer with 20 years of experience in hydrology, hydraulics, flood management implementation, integrated flood and water supply planning, and project management. His experience includes a detailed understanding of the Sacramento and San Joaquin River systems and has played a crucial role in collaborating closely with DWR on Basin-wide Feasibility Studies as part of the Central Valley Flood Protection Plan. Dr. Gala's strategic insights and holistic understanding of the hydrologic spectrum make him a trusted advisor to DWR, contributing to the development and execution of strategies aimed at mitigating the adverse effects of flooding across California. Dr. Gala served as the Project Manager and Planning Lead for the Knights Landing Flood Risk Reduction project for the County and currently the Sacramento Engineering Manager and West Region Operations Manager.



Emilie Singleton, P.E., PMP – Quality Control Lead

Education / Registration: B.S., Civil Engineering / Professional Engineer, CA No. 76672, Project Management Professional No. 2173020

Emilie will serve as the Quality Control Lead on the project. Emilie is a registered civil engineer and project management professional with 18 years of experience in geotechnical and civil engineering evaluation, analysis, and design for levee projects in the Central Valley. At task and project level, she has led multi-disciplinary teams to review existing data, complete field exploration, evaluate existing levees, identify and evaluate remediation measures, and support levee design. In these roles, Emilie has been responsible for planning and managing the schedule, budget, project staff, geotechnical analyses, QA/QC procedures, and the overall preparation of detailed geotechnical reports and other work products to meet client expectations and the requirements of applicable regulatory agencies. Emilie led the geotechnical evaluation for the Knights Landing Small Community Flood Risk Reduction Feasibility Study and the geotechnical exploration and analyses for the Knights Landing Sacramento River Levee LM 0.0 to 0.9, Knights Landing Proposed Cross Levee. Her local knowledge of the Knights Landing levees along with her experience coordinating QA/QC reviews, maintaining QA/QC documentation, conducting data review, exploration, and evaluations for numerous levee systems will be strong asset to the project team and ensure the Project's quality needs are met. Emilie's extensive levee experience includes several projects for Three Rivers Levee Improvement Authority, Sacramento Area Flood Control Agency, USACE, County of Yolo, and DWR.



Alberto Pujol, P.E., G.E. – Technical Advisor

Education / Registration: M.B.A., Business Administration, M.S./B.S., Civil Engineering / Professional Engineer, CA No. 37051, Geotechnical Engineer, CA No. 2072

Alberto will serve as the Technical Advisor on the project. Alberto is a registered civil and geotechnical engineer with over 45 years of experience in the rehabilitation and replacement of existing infrastructure, including dams, levees, pipelines, roads, tunnels, and impoundments. He has managed contracts with professional service budgets up to \$30M. He has directed conceptual and feasibility engineering, planning and execution of investigations, development of construction plans and specifications, preparation of reports, and construction management. He has extensive experience in the supervision of multi-disciplinary teams of engineers and scientists, and a strong technical background with emphasis on solving problems and reducing costs. He has also served as independent technical reviewer for numerous levee and dam projects, including reviews for GEI-led projects and third-party reviews for agencies such as DWR, USACE, and the San Francisco Public Utilities Commission.

Alberto has served in a variety of key technical roles for numerous local levee projects and his experience and technical insight will support the successful implementation of this Yolo County project. Nearby, Alberto has led and managed the improvements to the TRLIA Feather River and Bear River levee systems since the early 2000s and is currently the engineering lead for the Climate Resiliency Project along the Bear River setback levee and Feather River east levee. Recently, he successfully managed and acted as the technical lead for the Sacramento River East Levee improvement efforts with USACE and SAFCA. He also currently performs as a technical advisor for the recent small community Knights Landing projects.



Will Link, P.E. – Civil Design

Education / Registration: M.S./B.S., Civil and Environmental Engineering / Professional Engineer, CA No. 85652

Will is a registered civil engineer in California with 11 years of experience in the management design and construction support of land development projects with a specialization in water conveyance and stormwater management facilities. He has been involved in projects throughout northern and central California where his design and management include preparing improvement plans as engineer of record, cost estimates, tracking budgets and schedules, manage submittals to review agencies, coordinating meetings between clients and agency personnel, and managing resources. He has extensive experience with the design of stormwater treatment facilities and flood control facilities with recent levee design experience working on the Knights Landing, Reclamation 10, and Bethel Island levees. He is experienced in preparing civil design plans and construction drawings utilizing AutoCAD that meet or exceed client and agency requirements.



Eduardo Cerna Alvarez, P.E. – Civil Design

Education / Registration: M.S./B.S., Civil Engineering / Professional Engineer, CA No. 89239

Eduardo is a licensed civil engineer in California with 10 years of experience providing civil and geotechnical engineering and project management support in the design and evaluation of levees, dams, and other water resources work. His experience includes developing and maintaining project schedules, reviewing existing data and providing recommendations on additional data needs, creating and executing geotechnical subsurface exploration plans, performing geotechnical (slope stability, seepage, liquefaction, and settlement) analysis, and preparing design plans, specifications, and cost estimates. Throughout his career Eduardo has been a key team member for both geotechnical and civil components of several multi-year, multi-disciplinary levee projects, including the DWR Small Communities Knights Landing levee projects and the SAFCA and USACE Sacramento River East Levee projects.



Mark Martin, P.E. – Utilities

Education / Registration: B.S., Agricultural Engineering / Professional Engineer, CA No. 35079, Qualified Stormwater Developer, CA No. C35079

Mark is a senior civil Engineer with 43 years of experience in design and construction management, focusing on water resources, drainage pump stations, and flood control facilities projects. His experience includes project management, consulting for municipal and private clients, design, engineering evaluations, construction management, and inspection services. He works with teams of engineers, designers, drafters, and subconsultants to successfully deliver projects. His work products include permit compliance with the project CEQA documents, USACE,

U.S. Fish & Wildlife Service, Central Valley Flood Protection Board, California Department of Fish and Wildlife, and the Regional Water Quality Control Board. His experience includes civil and structural design, pipeline and canal hydraulics, plan and specification preparation for levees, pipelines, pump stations, lift stations, reservoirs, wastewater treatment, and recycle water facilities. Prior to joining GEI, Mark was the Construction Manager for the Natomas Levee Improvement Program and Levee Accreditation Program for SAFCA. He also was the Supervising Engineer for the Lower Elkhorn Basin Levee Setback project.

SUBCONSULTANTS

As the prime consultant, GEI will lead the majority of project tasks. However, GEI has partnered with Psomas to provide survey and utilities support services, maintaining the partnership utilized for the recent Knights Landing Proposed Cross Levee and Sacramento River Levee Near Town Improvements projects. GEI confirms that we will ensure our subconsultant will comply with the necessary steps identified in 2 CFR section 200.321(b)(1)-(5).



Established in 1946 as a family-owned surveying firm, Psomas has grown to offer full-service civil engineering consulting services and currently employs over 720 professionals in 18 offices throughout California, Arizona, Washington, and Utah. In Northern California, more than 95% of Psomas' surveying work is comprised of agency (state, federal, and local) site, transportation, utility, and flood control projects. Psomas' surveyors understand responsiveness, communication, coordination, flexibility, timeliness, quality, and budget adherence are the keys to successfully managing projects. Their services also include 3D laser scanning, FAA Certified Remote Pilots for small unmanned aerial systems, and subsurface utility detection services.

EXPERIENCE ON SIMILAR LEVEE DESIGN PROJECTS

GEI's California levee practice group has a proven track record of excellence in levee investigation, analysis, design, construction, and certification. Over the past 5 years, GEI has been involved in numerous levee projects. We have included Table 1 on the following page that lists several of our recent, relevant levee experience providing similar services as outlined in the RFP.

GEI was chosen to design and construct two of State's largest levee reconstruction projects to-date: the Feather River Levee Repair Project and the Bear River Setback Levee Project. These projects have garnered three prestigious awards from the American Society of Civil Engineers, including the 2007 Coast, Ocean Ports, and Rivers Installation Award; the 2008 Flood Control Project of the Year and the 2009 Flood Control Project of the Year.

GEI also recently led the evaluation, design, and environmental compliance and permitting efforts for the Sacramento River East Levee Improvement project which was initially lead by the Sacramento Area Flood Control Agency and then transitioned to the USACE Sacramento District. These levees protect downtown Sacramento and the populous Pocket and Little Pocket neighborhoods south of Sacramento. The projects were reorganized into two contracts to prepare designs that would each be constructed in a single season. GEI successfully prepared these accelerated project designs with the projects being constructed during the 2021 and 2022 construction seasons. Contract 1 was awarded the 2021 ASCE Region 9 Outstanding Project of the Year.

Honestly, it was such a pleasure working with you and the team and we are so grateful that GEI was there in the trenches with us figuring it all out and somehow finding a path to success.

Thank you so much!

Nikole May, Civil Works Project Management, USACE, Sacramento District

3. Responsiveness/Responsibility

- GEI has not defaulted on any of its contracts in the past 5 years nor since its inception.
- As is the case with professional corporations of GEI's size, we have occasionally been involved with litigation over the past 5 years. There are no current or previous claims in the past 5 years that would have been material to the corporation had there been an adverse judgment.
- GEI has never been suspended, decertified, or barred by any governmental agency from providing services. GEI's UEI number is NNJMNX96LQ28.

CONFLICT RESOLUTION

GEI's project team will manage change to avoid conflict and maintain open and regular communication with the County and their representatives to maintain a proactive management approach for the project. To help avoid conflicts, potential project changes or challenges will be brought to the County's attention immediately and every effort will be made to avoid development of conflicts and to mitigate conflicts before they cause issues for the Project. Should a conflict be unavoidable, GEI's takes an approach where both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of the Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

QUALITY ASSURANCE AND QUALITY CONTROL

GEI is committed to delivering high-quality services for the County's Project. Our approach to quality assurance and control ensures that our work meets the highest standards of professionalism, technical accuracy, and compliance with regulatory requirements while performed in a timely manner. Our quality management system is based on industry-recognized best practices and is designed to ensure that all aspects of our work are thoroughly planned, executed, and reviewed. Key elements of our quality management system include:

1. **Project Planning:** Our Project Manager will develop a detailed project plan that outlines the scope, objectives, timelines, and deliverables for each task. This plan will be documented in a memorandum for the internal GEI team. The Project Manager will review the plan/memo with GEI staff upon kicking off the project.
2. **Technical Review:** Our senior-level technical experts will review all deliverables to ensure accuracy, completeness, and consistency with regulatory requirements and industry standards.
3. **Quality Control Checklists:** We use standardized checklists to verify that all aspects of our work have been completed in accordance with our quality management system.

By following this approach, GEI is confident that we can deliver high-quality services for the Project while maintaining the highest standards of professionalism and integrity.



TABLE 1. PROJECT TEAM EXPERIENCE

Project Client Location	Project Timeline	Contract Value	Role/Scope
<p>Knights Landing Proposed Cross Levee and Sacramento River Levee Near Town Improvements Yolo County Knights Landing Contact: Casey Liebler Address: 6258 Court Street Woodland, CA 95695 Phone: 916.839.8860 Email: casey.liebler@yolocounty.gov</p>	2021-Ongoing	\$3.4M	<ul style="list-style-type: none"> • GEI Prime, Psomas as subconsultant for survey and real estate • USACE/CVFPB Regulated Levee • Preparation and implementation of geotechnical exploration programs, including CVFPB and USACE 408 approval of Drilling Program Plan for Sacramento River Levee. • Geotechnical analyses (seepage, stability, and settlement) • Preparation of 65% Plans, Technical Specifications, Design Report, and AACE Class 2 Cost Estimate • Proposed Cross Levee <ul style="list-style-type: none"> ○ 6,700 Ft New cross levee embankment ○ 4,865 LF SB cutoff wall • Sacramento River Levee Near Town Improvements <ul style="list-style-type: none"> ○ Crown Raise ○ 365 LF SCCB or DMM Cutoff wall
<p>Climate Resiliency Project, Feather River Levee - Segment 1 and Bear River Setback Levee TRLIA Yuba County Contact: Rebecca Money Address: 455 University Avenue, Suite 100 Sacramento, CA 95825-6579 Phone: 916.955.6771 Email: money@mbkengineers.com</p>	2022-Ongoing	\$1.3M	<ul style="list-style-type: none"> • GEI Prime • USACE/CVFPB Regulated Levee • Preparation and implementation of supplemental geotechnical exploration, including CVFPB and USACE 408 approval of Drilling and Invasive Program Plan. • 4,100 LF Soil-Bentonite Cutoff Wall • 2,550 LF of crown raise • 600 Undrained Stability Berm • Preparation of 95% Plans, Technical Specifications, Design Report, and AACE Class 1 Cost Estimate • CEQA/NEPA documentation
<p>Sacramento River East Levee (SREL) Projects SAFCA/USACE Sacramento Contact: Nikole May 1325 J Street Sacramento, CA 95814-2922 Phone: 916.612.5409 Email: nikole.v.may@usace.army.mil</p>	2013-2024, Construction 2019-2024	\$22.6M	<ul style="list-style-type: none"> • GEI Prime. Psomas as GEI's subconsultant for utility investigations and worked with Psomas as SAFCA's surveyor for survey and real estate support activities • USACE/CVFPB Regulated Levee • Development and implementation of geotechnical exploration programs • Completed geotechnical levee evaluations (seepage and stability). • Design and Engineering During Construction (EDC) services for 5 miles of levee. • Cutoff walls (SB, Slag Cement-Cement Bentonite, Deep Mixing Method Soil Cement Bentonite (SCB), and jet grout) • Drained stability berms and an undrained seepage berm • Pump station modifications, Relief well modifications, Utility removal/levee penetrations and utility relocations • Preparation of Plans, Technical Specifications, Design Report, and Cost Estimate • CEQA/NEPA documentation and preparation • Community Outreach Support for SAFCA • Engineering During Construction including review of submittals and RFI's, field observations and monitoring, and preparation of Construction Completion Reports.
<p>Horseshoe Bend, Northwest Levee and Marina Improvement Projects BIMID Bethel Island Contact: Regina Espinoza 3085 Stone Road Bethel Island, CA 94511-0244 Phone: 925.684.2210 Email: regina.bimid@yahoo.com</p>	2017-2022	\$3.3M	<ul style="list-style-type: none"> • GEI Prime • Levee geometry remediations • Drained stability and seepage berms • Levee setback embankment • In-water riprap slope protection • Utility removal and replacement • 4,500 linear feet of berm on the waterside slope for shaded riverine aquatic habitat • Preparation of Plans, Technical Specifications, Design Report, and Cost Estimate • CEQA/NEPA documentation and preparation • Construction management and preparation of construction completion reports

4. Project Approach

The town of Knights Landing is located approximately eight miles northeast of Woodland, California, in the northeastern portion of Yolo County. The town is bordered by levees on three sides: the Sacramento River right bank levee on the north, the Colusa Basin Drainage Canal right bank levee on the northwest, and the Knights Landing Ridge Cut left bank levee on the southwest.

The Sacramento River West Levee (LM 0.0 to 0.9) Improvements Project Final Design (Project) focuses on the remediation design of a segment of existing levee along the right bank (looking downstream) of the Colusa Basin Drainage Canal and the right bank of Sacramento River Levee adjacent to the town of Knights Landing (town). This subject levee segment was identified in prior geotechnical studies as potentially requiring seepage and/or stability remediation in addition to addressing freeboard deficiencies. Recent geotechnical investigations and evaluations performed have confirmed remedial extents and those are reflected in the current 65% Design documents and extend from Station 0+00 to Station 38+00. The goal of the Project is to provide remedial designs to achieve compliance with Federal Emergency Management Agency (FEMA) criteria specified in the Code of Federal Regulations, Title 44, Section 65.10 (44CFR 65.10) for this segment of levee adjacent to town. If funding is obtained, engineering support during construction will also be provided.

We have reviewed and are familiar with the Project background, goals and objectives, and scope of services to be completed for the Sacramento River West Levee (LM 0.0 to 0.9) Improvements Project. Based on our understanding of the Project, we have developed a detailed scope of work to complete the Project design and engineering support during construction. The following descriptions provide further details, related Project deliverables, and assumptions associated with each Project Task.

TASK 1 – PROJECT MANAGEMENT AND QUALITY ASSURANCE

GEI's Project Manager will work directly and communicate regularly with the County and the County's representative to successfully complete the planned remediation design and provide engineering services during construction for the Project. Project Management responsibilities and activities will be carried out professionally and in direct support of the County's timely completion of the Project. Work performed under this task includes coordination with other team partners, tracking project budget.

Project Management activities are anticipated to include the following:

- Communicate regularly with the County's Project Manager regarding project status, schedule, and any related issues and resolutions.
- Coordinate with GEI Project leads and team members to ensure all work is completed timely and to the satisfaction of the County.
- Implement Project Quality Assurance /Quality Control (QA/QC) measures throughout the project.
- Provide monthly status reports documenting work completed by task and associated billings (to be provided with regular monthly invoicing).

TASK 2 – UTILITY AND PENETRATION INVESTIGATIONS

Under this task, GEI and Psomas will investigate the subsurface utilities identified in the 65% design that are located within the grading footprint. Results of the findings will be used to update the construction package (plans and specifications).

2.1 Site Reconnaissance and Non-destructive Utility and Penetration Locating

GEI, their surveying subconsultants, and its utility locating subcontractor will locate, verify, and revise the utility information identified in the 65% Design by conducting site visits and performing non-destructive locating techniques to identify potential utilities within the design footprint as visible on the ground. GEI will "bracket" the area on the ground for USA and request USA markings for the extent of the project. Utility alignments located through the subcontractor's non-destructive techniques will be painted on the surface with their respective depths identified, surveyed, and mapped in AutoCAD 2025 for delivery to GEI and incorporation into the potholing plan.

2.2 Potholing

Potholing to validate the locations of utilities within the designs' footprint of up to 20 pothole locations will be conducted by GEI's subcontractor. Potholing will serve to verify the type, size, location, depth, and composition of the utilities

potentially impacted by the levee improvements. All relevant information obtained from this activity will be incorporated into the 90% design submittal.

Psomas will mark the locations for the potholing subcontractor and alert them that the sites are ready. The locations marked will be per locations identified in Task 2.1. Horizontal datum will be NAD83, and vertical datum will be NAVD88. Potholing subcontractor will pothole the utilities and backfill the potholes with either a grout mix or sand depending on location of the pothole.

Psomas will locate and map the locations of the potholed utilities, survey the reference marks, process the data, and provide the locations, elevations, type, size, and composition of the utilities exposed. Psomas' potholing subconsultant will prepare a summary of their results. Psomas will prepare a map in AutoCAD Civil3D 2025 that provides the utility information.

TASK 3 – REAL ESTATE ACQUISITION SUPPORT AND RECORD OF SURVEY

Under this task, GEI will work with Psomas to prepare acquisition figures to support the County's acquisition efforts required to construct the Project. In addition, a record of survey map for the project area will be provided at the conclusion of the project. Effort will include the submittal and associated checking fees to Yolo County and the submission and recording of the record of survey.

Task 3 Deliverables:

- Real estate acquisition figures in PDF format
- Record of Survey Map in PDF format

TASK 4 – 90% DESIGN

Under this task, GEI will prepare and submit construction plans, specifications, design report, and opinion of probable construction costs for the 90% design. GEI will advance and update the existing 65% Design's plans, specifications (special provisions and technical Specifications only), and design report to 90% design level, including addressing the 65% review comments compiled and provided by the County. GEI will finalize and update responses to all 65% review comments as appropriate. Plans will be prepared using GEI CADD Standards (i.e., border, text, symbols etc.) utilizing both AutoCAD 2025 and Civil3D 2025. GEI will submit a 90% submittal set of plans, specifications and design report to the County for their review and submission to other stakeholders and permitting agencies for reviews.

Opinion of Probable Construction Costs - GEI will advance and update the opinion of probable construction costs to 90% design level based on the 65% review comments provided by the County and other updates from the 90% design. Quantity take offs will be updated based on the 90% design submittal and include all earthwork quantities, materials, etc. The 90% Opinion of Probable Construction Costs estimate will be a Class 1 estimate based on the AACE International Standards.

Real Estate Take Footprint - GEI will advance and update the Real Estate Take Footprint based on the 65% design comments and updates for the 90% design. GEI will provide a CADD file in its native format (AutoCAD) for use by County which delineates all the necessary real estate take associated with the 90% construction package. The CADD file will delineate the permanent and temporary easements, including haul and access routes, necessary to construct the design. The Real Estate Take Footprint will include parcel boundaries within the working limits in a format usable for County to import into its GIS mapping.

This task also includes project coordination meetings, County/Stakeholder meetings, task specific coordination, task specific meetings, and quality control and assurance reviews by GEI.

Task 4 Deliverables:

- 90% Plans in 22x34 PDF format
- 90% Specifications in MS Word
- 90% OPCC in PDF format
- 90% Design Report in PDF format (MS Word version for main body text of the report will also be provided)
- Real Estate Footprint in AutoCAD 2025
- Spreadsheet documenting County and Stakeholder review comments and responses on 65% plans, specifications, design report and OPCCs

TASK 5 – 100% DESIGN

GEI will prepare and submit construction plans, specifications, design report, and opinion of probable construction costs for the 100% design. GEI will advance and update the construction package's plans, specifications (special provisions and technical Specifications only), and design report to 100% design level based on the 90% review comments compiled and provided by the County. GEI will provide responses to all 90% review comments. GEI will submit a 100% submittal set of plans, specifications and design report to the County for their review and submission to other stakeholders and permitting agencies for reviews.

Opinion of Probable Construction Costs - GEI will advance and update the opinion of probable construction costs to 100% design level based on the 90% review comments provided by the County and other updates from the 90% design. As part of this task GEI will update the quantity take-offs from the plans.

This task also includes project coordination meetings, County/Stakeholder meetings, task specific coordination, task specific meetings, and quality control and assurance reviews by GEI.

Task 5 Deliverables:

- 100% Plans in 22x34 PDF format
- 100% Specifications in MS Word
- 100% OPCC in PDF format
- 100% Design Report in PDF format (MS Word version of body of report will also be provided)
- Spreadsheet documenting County and Stakeholder review comments and responses on 90% plans, specifications, design report and OPCCs

TASK 6 – FINAL BIDDING AND CONSTRUCTION DOCUMENTS

Plans and Specifications - Based on the final comments and reviews from all previous design phases, the GEI will develop and submit an Issued for Bid (IFB) set of the plans and technical specifications to the County for bidding. Prior to issuing for bid, all comments will be closed. After bid and award, any changes incorporated during the bidding process will be finalized and compiled into an Issued for Construction (IFC) package.

Task 6 Deliverables:

- IFB and IFC Plans in 22x34 PDF format
- IFB and IFC Technical Specifications in MS Word and PDR for the County to include with their complete specification package
- Spreadsheet documenting closure of County and Stakeholder review comments and responses on plans, specifications, design report and OPCCs

TASK 7 – ENGINEERING SERVICES DURING CONSTRUCTION

If funding is identified for construction of the Project GEI will provide engineering support during construction. Support activities will include the review of submittals and RFI's requiring design input (assumed to be 20 submittals and 10 RFI's for budgeting purposes), documenting the constructed Project in as-built plans from information provided by the construction contractor and construction management team, providing input to the construction completion report being prepared by others, and updating the existing Operation and Maintenance (O&M) Manual for the Project levee extents.

Task 7 Deliverables:

- Submittal and RFI reviews
- As-built Plans in 22x34 PDF format, based on provided information
- Input for the Construction Completion Report, as needed
- Update of the existing O&M Manual to reflect Project

APPENDIX A – ADDITIONAL REQUIRED EXHIBITS

Exhibit C: Fee Schedule and Cost Estimate (submitted as a separate document)

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

EXHIBIT D
CUSTOMER REFERENCES

SACRAMENTO RIVER WEST LEVEE (LM 0.0 TO 0.9) IMPROVEMENTS
PROJECT FINAL DESIGN

IN SUPPORT OF THE YOLO COUNTY
KNIGHTS LANDING FLOOD MITIGATION PROJECT

RFP# GSDRFPKK2453

CUSTOMER REFERENCES

Firm must submit a list of three (3) professional public agency references with the last three years in which you have provided related services. In the “Reference” column, enter the reference’s name, title, and company. In the “Contact Information column, enter the address, phone number, and e-mail for the stated reference.

REFERENCE	CONTACT INFORMATION
Casey Liebler Natural Resources Planner	6258 Court Street, Woodland, CA 95695 916.839.8860 casey.liebler@yolocounty.gov
Rebecca Money Project Manager	455 University Avenue, Suite 100 Sacramento, CA 95825-6579 916.955.6771 money@mbkengineers.com
Nikole May Senior Project Manager U.S. Army Corps of Engineers, Sacramento District	1325 J Street, Sacramento, CA 95814-2922 916.612.5409 nikole.v.may@usace.army.mil

EXHIBIT E
SIGNATURE PAGE

SACRAMENTO RIVER WEST LEVEE (LM 0.0 TO 0.9) IMPROVEMENTS
PROJECT FINAL DESIGN

IN SUPPORT OF THE YOLO COUNTY
KNIGHTS LANDING FLOOD MITIGATION PROJECT

RFP# GSDRFPKK2453

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:

GEI Consultants, Inc.

Company Name

Satya Gala

Name

11010 White Rock Road, Suite 200

Address

Senior Vice President

Title

Rancho Cordova, CA 95670

City

State

Zip

916.388.4166

Phone



Signature of Person Authorized to Sign

sgala@geiconsultants.com

Email

Satya Gala

Printed Name

Senior Vice President

Title

February 13, 2025

Date

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

**SACRAMENTO RIVER WEST LEVEE (LM 0.0 TO 0.9) IMPROVEMENTS
PROJECT FINAL DESIGN**

**IN SUPPORT OF THE YOLO COUNTY
KNIGHTS LANDING FLOOD MITIGATION PROJECT**

RFP# GSDRFPKK2453

NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT

I, Satya Gala, am the
(Name)
Senior Vice President of GEI Consultants, 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:

February 13, 2025

(Date)



(Signature)

EXHIBIT H
ANTI-LOBBYING CERTIFICATION

**SACRAMENTO RIVER WEST LEVEE (LM 0.0 TO 0.9) IMPROVEMENTS
PROJECT FINAL DESIGN**

**IN SUPPORT OF THE YOLO COUNTY
KNIGHTS LANDING FLOOD MITIGATION PROJECT**

RFP# GSDRFPKK2453

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, GEI Consultants, 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

Satya Gala, Senior Vice President
Name & Title of Contractor's Authorized Official

February 13, 2025
Date

EXHIBIT G
CERTIFICATION OF EXCEPTION TO RFP DOCUMENTS

**SACRAMENTO RIVER WEST LEVEE (LM 0.0 TO 0.9) IMPROVEMENTS
PROJECT FINAL DESIGN**

**IN SUPPORT OF THE YOLO COUNTY
KNIGHTS LANDING FLOOD MITIGATION PROJECT**

RFP# GSDRFPKK2453

CERTIFICATION OF EXCEPTION TO RFP DOCUMENTS

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

hereby stipulates that _____ takes no exceptions to this Request for
(COMPANY NAME)

Proposals and its attachments as referenced in this RFP.

Signature

Date

Printed Name

Title

OR

The undersigned, a duly authorized representative of GEI Consultants, Inc. _____,
(COMPANY NAME)

hereby stipulates that GEI Consultants, Inc. takes the following exceptions to this Request for
(COMPANY NAME)

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



Signature

February 13, 2025
Date

Satya Gala
Printed Name

Senior Vice President
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	Page 15, Section XIII	Remove "defend" The duty to defend is not insurable.
2	Page 15, Section XIII	Replace "arising out of or resulting from" with "to the proportional extent caused by" GEI's apportionment of risk should be consistent with the negligence standard of insurance.
3	Page 15, Section XIII	Add limit of liability The risk taken on by the company should be appropriate to the fees and scale of the project.
4		
5		
6		
7		
8		

APPENDIX B – KEY STAFF RESUMES

Kristopher Van Sant, P.E., P.M.P.

Project Manager / Senior Engineer

Kristopher Van Sant is a registered civil engineer in California with experience providing engineering and project management support in the design, evaluation, and construction phases for levee, dam, and other water resources work. His experience includes the preparation of detailed calculations, drawings, specifications, engineer cost estimates, reporting, scheduling and oversight of teams in both the design and construction phases of work. His background includes experience in project management, construction management, geotechnical and general civil engineering design for water resource projects.

PROJECT EXPERIENCE

Knights Landing Flood Management Project - Sacramento River Levee, Yolo County, Knights Landing, CA. Design Lead for the remediation of approximately 0.9 miles of levee near the community of Knights Landing, CA. Improvements include cutoff wall installation, geometrical improvements including raising the levee to establish adequate freeboard, and removal and replacement of utilities through and within the embankment. Duties to date include, team coordination and management, preparation of 65% construction plans, specifications, design report, and engineer's opinion of probable cost.

Knights Landing Flood Management Project - Proposed Cross Levee, Yolo County, Knights Landing, CA. Design Lead for a proposed new cross levee near the community of Knights Landing, CA. The proposed new levee would intercept the existing Sacramento River West Levee and northern Knights Landing Ridge Cut Levee creating a levee ring around the Knights Landing community. Levee design includes an approximately 1.25 mile new levee embankment, approximately 0.9 miles of soil-bentonite cutoff wall, realignment of the existing Road 116 over the new levee, and a gravity culvert crossing structure through the levee. Duties to date include team coordination and management, preparation of 65% construction plans, specifications, design report, and engineer's opinion of probable cost.

Climate Resiliency Project, Three Rivers Levee Improvement Authority, Yuba County, CA. Design Lead for the improvements to three reaches along the Feather River East Levee and Bear River Setback Levee. The goal of the project is to improve RD 784's urban levee system to further reduce flood risk, ensure the system is adaptable to climate change, and address differing flood protection levels (levee superiority issues) resulting from incremental construction and improvement of the levee system over time. Improvements include raising approximately 2500 feet of levee crown, 4,000 feet of soil-bentonite cutoff wall, and a 600-foot long landside berm. Duties to date include team coordination and management, preparation of 95% construction plans, specifications, design report, and engineer's opinion of probable cost.

American River Common Features 2016 Sacramento River East Levee, U.S. Army Corps of Engineers - Sacramento District, Sacramento, CA. Three contracts for improvements to the Sacramento River East Levee in Sacramento County.

Reach D Contract 1 - Engineer of Record leading the design team for the installation of an approximately 450 foot drained stability berm. Responsibilities included design coordination, design and preparation of Final plans and specifications, review and coordination of the Design Documentation Report (DDR), Engineering Considerations and Instructions for Field Personnel (ECIFP), and Current Working Estimate (CWE), coordination and oversight of utility potholing activities, and coordination of internal quality control efforts.

Contract 1 - Civil Design Lead and an Engineer of Record for the remediation of approximately 3 miles of levee. Levee repairs include the installation of 2.7 miles of cutoff wall including mix-in-place soil-cement-



EDUCATION

B.S., Civil Engineering, University of California Davis

EXPERIENCE IN THE INDUSTRY

18 years

EXPERIENCE WITH GEI

18 years

REGISTRATIONS AND LICENSES

Professional Engineer, CA No. C76640

TRAINING AND CERTIFICATIONS

Project Management Professional No. 2180399

bentonite, conventional soil-bentonite, and conventional slag cement-cement-bentonite cutoff walls, a drained stability berm, a seepage berm, crown reshaping, waterside bank erosion repairs, and utility removal and replacement. Responsibilities included design coordination, design and preparation of Issued For Construction Design Plans; collaboration with leads for the specifications, DDR, ECIFP; support for SAFCA's real estate acquisitions team; coordination of internal quality control efforts; managing the Project's utility potholing effort; and engineering support during construction.

Contract 2 - Civil Design Lead, an Engineer of Record, and Task Order Manager for the remediation of approximately 1.8 miles of levee. Levee repairs include the installation of 1.8 miles of cutoff wall including mix-in-place soil-cement-bentonite, conventional soil-bentonite, conventional slag cement-cement-bentonite, and jet grout cutoff walls, improvements to 4 existing relief wells, crown reshaping, and utility removal and replacement. Responsibilities include design coordination, design and preparation of Issued For Construction Design Plans; collaboration with leads for the specifications, DDR, ECIFP; support for SAFCA's real estate acquisitions team; coordination of internal quality control efforts; managing the Project's utility potholing effort; and engineering support during construction.

Sacramento River East Levee Improvement Project, Sacramento Area Flood Control Agency, Sacramento, CA. Civil Design Lead for the remediation of 8.1 miles of levee along the left bank of the Sacramento River in Sacramento County, which protects urbanized Sacramento and Pocket area neighborhoods. Remediation designs included mix-in-place soil-cement-bentonite cutoff walls, conventional soil-bentonite and slag cement-cement-bentonite cutoff walls, drained stability berms, relief wells and piezometers, slope flattening, crown reshaping, waterside bank erosion repair, and utility removal and replacement. Responsibilities included design coordination, design and preparation of Draft Issue For Approval design drawings, quantity analysis for construction cost estimating, preparation of the Draft Issue For Approval design report, support for SAFCA's real estate acquisitions team, and coordination of internal quality control efforts.

Marina Levee Improvement Project, Bethel Island Municipal Improvement District, Bethel Island, CA. Design Lead for the remediation of approximately 2,000 feet of levee protecting Bethel Island at an existing marina facility. Improvements include geometrical repairs to the landside slope and crest, and removal and replacement of gas, electrical, potable and irrigation water, sanitary sewer, and communication lines. Duties included the preparation of construction drawings, specifications, and engineer's opinion of probable construction costs, and design support during construction.

Horseshoe Bend Levee Improvement Project, Bethel Island Municipal Improvement District, Bethel Island, CA. Design Lead and Construction Manager for the remediation of approximately 1 mile of levee protecting Bethel Island. Improvements include the installation of both a drained and undrained stability berm, geometrical repairs to the landside slope and crest, and erosion repair of the waterside slope where up a scour hole of up to 40 feet had formed. Duties included the preparation of construction drawings, specifications, engineer's opinion of probable construction costs, and management of the construction contract.

Feather River Levee Repairs and Setback Levee, Three Rivers Levee Improvement Authority, Marysville, CA. Project engineer on the design and construction teams improving and repairing two segments of the existing Feather River Levee totaling approximately 6.5 miles of levee and a 6-mile setback levee to be constructed up to 0.5 miles back from the existing Feather River levee. Levee repair work involved the installation of soil-cement-bentonite and soil-bentonite cutoff walls, stability berms, seepage berms, relief wells and piezometers, slope flattening, and crown reshaping. Setback levee work involved foundation preparation, soil-bentonite cutoff walls, stability berms, relief wells and piezometers, drainage ditch construction, culvert and railcar bridge placement, pump station construction, and existing levee degradation. Worked as part of the design team as well as the design representation and QA support in the field during the construction phase of the remediation work. Duties included design and preparation of the construction contract drawings, quantity analysis, coordination and design of field improvements, analysis of project QA/QC, relief well design and review, coordination of QA surveys, review and response to contractor RFI's and submittals, construction inspection and coordination and compilation of the construction completion reports.

Satya Gala, Ph.D., P.E., P.M.P.

Strategic Planning Lead / Engineering Manager / Senior Program Manager



Dr. Gala is a senior project manager and senior water resources engineer with 20 years of experience in hydrology, hydraulics, flood management implementation, integrated flood and water supply planning, and project management. Dr. Gala currently serves as the manager of GEI's Sacramento Branch Office. His experience includes a detailed understanding of the Sacramento and San Joaquin River systems and has played a crucial role in collaborating closely with the California Department of Water Resources (DWR) on Basin-wide Feasibility Studies as part of the Central Valley Flood Protection Plan. Dr. Gala's strategic insights and holistic understanding of the hydrologic spectrum make him a trusted advisor to DWR, contributing to the development and execution of strategies aimed at mitigating the adverse effects of flooding across California. Notably, he played a crucial role in developing a response strategy for flooding in the Tulare Lake Basin, employing strategic planning, risk assessment, and analysis techniques.

For the past eight years, Dr. Gala has successfully managed GEI's Emergency Drought Response contract with the DWR, overseeing the implementation of projects that deliver vital water supplies to disadvantaged communities, including East Porterville, the City of Orland, and the Yurok Tribe along the Klamath River. Dr. Gala's effectiveness stems not only from his technical acumen but also his remarkable ability to communicate with community members and foster strong working relationships with all stakeholders involved. His collaborative approach ensures a comprehensive and inclusive flood management framework, contributing significantly to the resilience and well-being of California's water resources and communities.

PROJECT EXPERIENCE**Tulare Basin Flood Risk Reduction Plan, California Department of Water Resources, Sacramento, CA.**

Strategic Advisor responsible for working with DWR Executive Team for devising and executing strategies aimed at minimizing the detrimental effects of flooding in Tulare Basin. Conducted comprehensive risk assessments to identify vulnerable areas and assets that are at high risk of flooding, assisted in the development of emergency response plans to address potential flood events, assisted in coordinating with emergency management agencies to ensure effective communication, and assisted in facilitating workshops and public meetings with all key stakeholders in the basin.

2022 Central Valley Flood Protection Plan, California Department of Water Resources, Sacramento, CA.

Technical lead responsible for all technical analysis supporting 2022 Central Valley Flood Protection Plan. This included a comprehensive technical analysis that leveraged multiple computer programs and vast datasets involving multi-disciplinary teams. The objective of this analysis is to evaluate flood risk in the Central Valley with the latest climate change science, tools and data available and support the planning process over a 50-year horizon.

Willow Springs Water Bank (WSWB) WSIP Feasibility Study, Southern California Water Bank Authority, Kern County, CA.

Senior Advisor for the GEI team preparing a feasibility study for WSWB as required by Proposition 1 WSIP requirements. The WSWB Project is proposed as a conjunctive use and reservoir reoperation project that would integrate the State Water Project (SWP) reservoir and conveyance system with south-of-Delta groundwater storage. WSWB was conditionally awarded \$126 million under WSIP. The feasibility study

EDUCATION

Ph.D., Civil Engineering, University of New Orleans

M.S., Civil Engineering, University of New Orleans

B.S., Civil Engineering, Osmania University

EXPERIENCE IN THE INDUSTRY

20 years

EXPERIENCE WITH GEI

7 years

REGISTRATIONS AND LICENSES

Professional Engineer, CA No. 75986

CERTIFICATIONSProject Management Professional
No. 2859666**PROFESSIONAL ASSOCIATIONS**American Water Resources Association,
Secretary for NorCal ChapterFloodplain Management Association,
MemberGroundwater Resources Association of
California, MemberCalifornia Water and Environmental
Modeling Forum, Member

documented the feasibility of WSWB with respect to technical, environmental, economic, and financial feasibility, along with constructability.

Paradise Feasibility Study, Paradise Irrigation District, Paradise, CA. Project Manager for the feasibility study responsible for developing and evaluating 23 options/alternatives grouped into six portfolios to provide sustainable water supply post the 2018 Camp Fire. The portfolios address the objectives of water supply reliability, safe and affordable drinking water, short- and long-term financial sustainability, and supporting community redevelopment. Criteria for feasibility evaluation included technical, financial, economic, regulatory, and legal aspects, as well as environmental impacts, stakeholder acceptance, and implementation timelines. Study documented the identification and evaluation of these portfolios and presented them to the State Water Resources Control Board as mandated by the California State Legislature.

Basin-wide Feasibility Study – Sacramento River Basin, California Department of Water Resources, Sacramento, CA. Project Manager responsible for assisting DWR with planning and feasibility investigations of multi-benefit projects on the Sacramento River. The objective of this study was to refine the 2012 CVFPP State Systemwide Investment Approach (SSIA) and advance its implementation for flood risk management in the Central Valley with a primary objective of increasing the effectiveness of flood risk management through multi-benefit flood improvements. In addition to project management, contributed to planning studies, technical investigations, plan formulation, and alternative analysis. Assisted with the review of hydrologic and hydraulic modeling results, cost estimates, geotechnical assessment of levee conditions, development of ecosystem enhancements, and helped prepare materials for and coordinate review discussions with DWR. Evaluated range of enlargements of the bypass system and associated structures such as weirs and gates to determine their contribution towards developing a resilient flood management system. Recommended a set of improvements in the Yolo Bypass with an estimated cost of \$2.2 billion that increases capacity, reliability, resiliency, and redundancy in the food management system.

Knights Landing Flood Risk Reduction Feasibility Study, Yolo County, CA Project Manager and Planning lead responsible for the flood risk reduction feasibility study with the primary goal of identifying a preferred plan to reduce flood risk to the community of Knights Landing in Yolo County. Formulated structural and non-structural alternatives, reviewed geotechnical assessment of existing levee conditions and levee remediation needs, reviewed feasibility level cost estimates, evaluated and identified preferred structural and non-structural alternatives that will reduce flood risk to the Knights Landing Basin.

Town of Yolo Flood Risk Reduction Feasibility Studies, Sacramento County, Various Communities, CA. Project Manager for the feasibility study responsible for identifying an array of alternatives which could be implemented to achieve 100-year flood protection for this small community. Formulated structural and non-structural alternatives, reviewed geotechnical assessment of existing levee conditions and levee remediation needs, reviewed feasibility level cost estimates, evaluated and identified preferred structural and non-structural alternatives that will reduce flood risk to the town of Yolo.

Tulare Lake Water Storage and Floodwater Protection Project, Semitropic Water Storage District, CA. Planning lead responsible for evaluating alternatives to capture floodwaters from the Kings River for groundwater conjunctive use. The project cost estimated at approximately \$600 million including construction of temporary storage facilities in the historic Tulare Lake and conveyance facilities capable of delivering up to 2,100 acre-feet of floodwater to the California Aqueduct annually. Responsibilities also included evaluating the optimized storage area for the available floodwater, preparing a feasibility study, operations plan and evaluating Delta excess flow available when groundwater storage capacity is available.

East Porterville Water Supply Project, California Department of Water Resources, East Porterville, CA. Project Manager for an emergency water supply project in East Porterville which involves planning, engineering, design, and construction management of approximately 16 miles of pipeline installations, 820 household connections, a 2,100 gpm booster pump, a 1,700 gpm booster pump, a 1.2 MG water storage tank and two groundwater wells. As a Project Manager, responsible for managing all consultant activities, including planning, engineering design, environmental documentation, permitting, and program management services for this project. Responsibilities also include stakeholder coordination with DWR, SWRCB, Cal OES, County of Tulare, City of

Porterville, Porter vista Public Utility District, Self Help Enterprises and Community Water Center. Served as Operations Chief for the Incident Command System to expedite the completion of the project.

North Kern 619 Pipeline and Pumpstation Project, Kern County, CA Project Manager responsible for preparing engineering design for connecting 11 groundwater wells with approximately 6.5 miles of pipeline and four 15 cfs pumps to deliver water to Friant Kern canal. Responsibilities include coordination with several teams for surveying, potholing, geotechnical investigations along with preparing 100% designs, specifications, cost estimates and bid documents within 4 months from notice to proceed.

Knights Landing Flood Risk Reduction Project, Yolo County, CA Project Manager responsible for preparing engineering designs to reduce flood risk to the community of Knights Landing in Yolo County, CA. As a Project Manager responsible for geotechnical assessment of existing levee conditions and levee remediation needs, developing 100% designs for levee improvements along Sacramento River and a new cross-levee, preparing cost estimates, provide value engineering, prepare bid documents and provide quality assurance and quality control.

Central Valley Flood Protection Plan – 2022 Update, California Department of Water Resources, Sacramento, CA. Project Manager responsible for assisting DWR and lead sub-consultants for all technical analyses related to 2022 update of the Central Valley Flood Protection Plan. Responsibilities include leading the technical team for various component of technical analyses, coordination with planning team and environmental team, preparing concise messages of technical analyses to support communication and engagement.

Poso Creek Flood-MAR Project, Semitropic Water Storage District, CA. Served as the lead engineer on the conceptual design and cost estimating team. The purpose of this Study was to evaluate the feasibility of capturing Poso Creek floodwater, prepare conceptual designs and preliminary cost estimates. Duties included the review of previous conceptual designs, developing new conceptual designs, reviewing historical construction costs, developing standard cost estimating sheet templates, developing standard cost estimating tools for various project features and preparing reports documenting conceptual design and cost estimating work.

Sulphur Creek Reservoir Recycled Water Conversion Study, Moulton Niguel Water District, Aliso Viejo, CA. Project Manager and Planning Lead responsible for identifying options to maximize use of recycled water produced from Regional Wastewater Treatment Plant (RTP) to diversify District's water supply portfolio. Collected existing conditions information, forecasted future scenarios and formulated options to maximize use of recycled water. Evaluated feasibility of Direct Potable Reuse (DPR) using Laguna Niguel Lake Reservoir and assisted with developing potential permitting pathways with DDW and Regional Water Quality Control Board for DPR project.

PROFESSIONAL AWARDS

Business Achievement Award for Sustainable Water Supply, 2023, Environmental Business Journal

Innovation in Climate Change, 2022, Environmental Business Journal, 202

Water Justice Leader, 2017, Community Water Center

Emilie Singleton, P.E., P.M.P.

Senior Engineer

Emilie Singleton is a professional civil engineer and project management professional with experience in geotechnical and civil engineering evaluation, analysis, and design for water resource projects. At task and project level, she has led multi-disciplinary teams to complete field exploration, evaluate existing levees, identify and evaluate remediation measures, and support levee design. In these roles, Emilie has been responsible for planning and managing the schedule, budget, project staff, geotechnical analyses, QA/QC procedures, and the overall preparation of detailed geotechnical reports and other work products to meet client expectations and the requirements of applicable regulatory agencies.

PROJECT EXPERIENCE

Climate Resiliency Project, Three Rivers Levee Improvement Authority, Yuba County, CA. Senior Engineer helping with the evaluation and design of levee improvements for three reaches along the Feather River East Levee and Bear River Setback Levee. The goal of the project is to improve RD 784's urban levee system to further reduce flood risk, ensure the system is adaptable to climate change, and address differing flood protection levels (levee superiority issues) resulting from incremental construction and improvement of the levee system over time. Responsible for Geotechnical Data Report (GDR) and supporting the Design Report and project drawings.

American River Common Features 2016 Sacramento River East Levee Contracts 1 and 2, U.S. Army Corps of Engineers - Sacramento District, Sacramento, CA. Senior Engineer for the evaluation and design of remediations for approximately 5 miles of levee along the left bank of the Sacramento River in Sacramento County. Responsible for management of subsurface exploration data, preparation of geotechnical data reports including coordination of gINT boring logs and laboratory result review, analysis cross section development and updates, preparation of the Design Documentation Report (DDR) including Engineering Considerations and Instructions to Field Personnel (ECIFP), and review and coordination for Construction Completion Report (CCR). Additional responsibilities included contribution to project design drawings, preparation of milestone design KMZs to aide in communication of the project, and coordination of internal quality control efforts.

Sacramento River East Levee Improvement Project, Sacramento Area Flood Control Agency, Sacramento, CA. Senior Engineer for the geotechnical evaluation and remediation design of 8.1 miles of levee along the left bank of the Sacramento River in Sacramento County. Work consisted of gathering geotechnical information and performing an evaluation of the levees for seepage and stability with the objective of identifying deficiencies and designing remedial measures, where necessary. Responsibilities included data collection and review, development of subsurface profile and cross sections to support analysis of existing conditions and remedial alternatives, management of gINT databases and coordination of boring log completion, quality control, data sharing with external project participants, preparation and coordination of project documents, and contribution to project design drawings. Additional role supporting the client and other client team members to identify, understand, and communicate project impacts with regard to public outreach and real estate acquisition including preparation of project KMZs.

Knights Landing Flood Management Project - Sacramento River Levee, Yolo County, Knights Landing, CA. Geotechnical lead for subsurface exploration program and geotechnical evaluation for remediation design of approximately 0.8-miles of existing levee near the community of Knights Landing. Geotechnical scope includes preparation of Drilling Program Plan (DPP) meeting USACE requirements for 408 permit approval, exploration



EDUCATION

B.S., Civil Engineering, University of California, Davis

EXPERIENCE IN THE INDUSTRY

18 years

EXPERIENCE WITH GEI

18 years

REGISTRATIONS AND LICENSES

Professional Engineer, CA No. C76672

CERTIFICATIONS

Project Management Professional No. 2173020

drilling, and analyses for seepage, stability, freeboard, and settlement. Responsible for existing data review, data management for project explorations, site characterization, geotechnical analyses and reporting, and geotechnical support for design package of plans, specifications, design report, and cost estimate.

Knights Landing Flood Management Project - Proposed Cross Levee, Yolo County, Knights Landing, CA. Geotechnical lead subsurface exploration program and geotechnical evaluation for design of a proposed cross levee near the community of Knights Landing, CA. Geotechnical scope included development of an exploration program and work plan, exploration drilling, and analyses for seepage, stability, and settlement. Responsible for existing data review, data management for project explorations, site characterization, geotechnical analyses and reporting, and geotechnical support for design package.

Urban and Non-Urban Levee Evaluations, California Department of Water Resources, Statewide, CA. GEI was a key member of a team engaged in an unprecedented effort to comprehensively evaluate 350 miles of urban levees and 1,250 miles of non-urban levees in California's Central Valley. GEI Lead Analyst and/or key team member for the following Study Areas:

- ULE Marysville, 7.6-mile ring levee, Marysville, CA
- ULE Sutter Feather River, 44.7 miles of levee, Feather River west bank, Thermalito Afterbay to Sutter Bypass
- ULE American River, 22 miles of levee, north and south bank from high ground to Sacramento River confluence
- ULE Reclamation District 17, 16.2 miles of levee, east bank of the San Joaquin River from south Stockton to Walthall Slough, south of Lathrop
- NULE Colusa South, 24 miles of levee, Sacramento River west bank, Colusa to Tisdale Bypass
- NULE Colusa Drain, 13.5 miles of levee, Colusa Basin Drainage Canal east bank, South of Colusa

Responsible for site characterization of levees, development and evaluation of steady-state seepage models to assess seepage gradients and the static and rapid drawdown stability of levees, and selection and analysis of conceptual remedial alternatives to mitigate seepage and stability hazards. Presented findings to clients, partners, and stakeholders in addition to close coordination with GIS staff and other internal team members, external team members, and the client. Additionally, as GEI Data Management Lead, created and managed gINT databases including log development and review and incorporation of laboratory testing data. Maintained QA/QC documentation and prepared and coordinated completion of project documents including Geotechnical Data Reports (GDRs), Geotechnical Evaluation Reports (GERs) and study area specific portions of a Geotechnical Assessment Report (GAR) and a Remedial Alternatives and Cost Estimates Report (RACER).

PUBLICATIONS

“Best Practices for Soil Drilling, Sampling, and Logging of Borehole Subsurface Explorations.” Keizer, R.A., *Singleton, E.*, Jaeger R.A., 2018. U.S. Society of Dams (USSD) Annual Conference 2018, Miami, Florida.

“The Origin and Evolution of the California State Plan of Flood Control Levee System.” Bradner, G. and *Singleton, E.*, 2017. International Commission on Large Dams (ICOLD) 85th Annual Meeting (2017), Prague, Czech Republic.

Alberto Pujol, P.E., G.E.

Senior Principal Engineer



Alberto Pujol is a registered civil and geotechnical engineer with 45 years of experience in the rehabilitation and replacement of existing infrastructure, including dams, levees, pipelines, roads, tunnels, and impoundments.

Alberto has managed contracts with professional service budgets up to \$30M. He has directed conceptual and feasibility engineering, planning and execution of investigations, development of construction plans and specifications, preparation of reports, and construction management. He has extensive experience in the supervision of multi-disciplinary teams of engineers and scientists, and a strong technical background with emphasis on solving problems and reducing costs.

RELEVANT PROJECT EXPERIENCE

Climate Resiliency Project, Three Rivers Levee Improvement Authority, Yuba County, CA. Engineering Lead for the improvements to three reaches along the Feather River East Levee and Bear River Setback Levee. The goal of the project is to improve RD 784's urban levee system to further reduce flood risk, ensure the system is adaptable to climate change, and address differing flood protection levels (levee superiority issues) resulting from incremental construction and improvement of the levee system over time. Improvements include raising approximately 2,500 feet of levee crown, 4,000 feet of soil-bentonite cutoff wall, and a 600-foot long landside berm.

Sacramento River East Levee Project, U.S. Army Corps of Engineers and Sacramento Area Flood Control Agency, Sacramento, CA. Project Manager for the investigation, evaluation, remediation design, and FEMA accreditation support for 8.1 miles of levee along the left bank of the Sacramento River in Sacramento, including evaluation of stability and seepage of levee and foundations, existing utility penetrations, design of levee remediation measures, and preparation of documentation to support FEMA accreditation of the levee system.

Feather River Phase 4 Levee Repairs, Three Rivers Levee Improvement Authority, Yuba County, CA Project manager and Engineer of Record for Feather River Phase 4 Levee Repairs, a \$200M project that addressed safety deficiencies for 13 miles of the left bank Feather River levee between the Yuba and Bear Rivers. The project involved the strengthening of seven miles of existing levee, the removal of six miles of existing levee, and the construction of a new 5.6-mile-long setback levee. The setback levee, now constructed, incorporated 1.4 million square feet of cutoff wall, 3.6 million cubic yards of levee fill, and an interior drainage system including a 5-mile-long channel, 24 relief wells and a major pump station. The project also included riparian restoration mitigation measures within the new floodplain. GEI performed the planning studies, prepared the preliminary and final designs, and provided construction management services.

Urban Levee Evaluation Program, California Department of Water Resources, Statewide, CA. GEI served as a key member of a team engaged in an unprecedented effort to comprehensively evaluate 350 miles of urban levees and 1,250 miles of non-urban levees in California's Central Valley. The evaluation identified remedial measures including cost estimates required to meet established levee safety geotechnical criteria. Mr. Pujol served as Task Manager.

Bear River Setback Levee, Three Rivers Levee Improvement Authority, Yuba County, CA Project Manager and engineer of record for the 2-mile-long Bear River Setback Levee in southwest Yuba County. This \$51M project gave the Bear River additional channel capacity and lowered the water surface profile by over 3 feet during major flood events. The project included the removal of the existing levee and the riparian restoration of

EDUCATION

M.B.A., Business Administration,
University of California
M.S., Civil Engineering /Geotechnical
Engineering, University of Wisconsin
B.S., Civil Engineering, Polytechnic
University of Madrid

EXPERIENCE IN THE INDUSTRY
45 years

EXPERIENCE WITH GEI
26 years

REGISTRATIONS AND LICENSES
Geotechnical Engineer, CA No. GE2072
Professional Engineer, CA No. C37051

PROFESSIONAL ASSOCIATIONS
American Society of Civil Engineers
International Society for Soil Mechanics
and Geotechnical Engineering
United States Society on Dams
Association of State Dam Safety Officials

600 acres within the new floodplain. GEI performed the planning studies, designed the setback levee and associated structures, and provided CM services.

Green River Levee, Briscoe-DeSimone Floodwalls, City of Kent, WA. Served as project manager for the investigations, evaluation, and remediation design of two levee reaches totaling approximately five miles along the right bank of the Green River south of Seattle. Work involved geotechnical investigations, evaluations of existing utility penetrations, riverine hydrologic and hydraulic studies to evaluate levee freeboard, erosion and scour potential, stability and settlement evaluations of the levee and foundations, design of levee remediation measures, development of Operations and Maintenance Manuals, and preparation of documentation to support FEMA accreditation of the levee system. Remedial measures included L-shaped concrete flood walls with sheet pile cutoff totaling 3,500 linear feet and setback earthen embankments. Construction of retrofit measures was completed in 2016.

Levee Project Safety Assurance Reviews, U.S. Army Corps of Engineers, Various Sites, CA. Served as the geotechnical reviewer on panels of experts conducting Type II Independent External Peer Reviews, also known as Safety Assurance Reviews, for the following levee modification projects:

- Napa River Dry Bypass, Napa
- Sacramento Riverbank Protection 57.2R, West Sacramento
- American River Common Features Sites R3A, R6, R7, L7, Howe, NEMDC North, Sacramento
- South Sacramento Streams, Florin Creek, Sacramento

San Gabriel Levee Retrofit, Los Angeles County Department of Public Works, Pico Rivera, CA. Project engineer/engineer of record for design of a 1-mile-long sheet pile cutoff wall to mitigate underseepage issues occurring between the San Gabriel River right bank levee and an adjacent groundwater recharge basin. The project presents unique utility penetration challenges. A 6-foot-diameter RCP outfall lies buried within the levee, under the crest. The cutoff wall must be installed adjacent to the pipeline but without disturbing it. In addition, several major buried storm drains cross underneath the levee. At those crossings, jet grouting techniques are being used to close the gaps between the sheet piles and provide continuity of the cutoff wall above and below the penetrations. The project is currently under construction and GEI is providing construction-phase engineering services.

North Beach Lake Levee, Sacramento Area Flood Control Agency, Sacramento County, CA. Project manager for a desktop study that reviewed potential impacts on the performance of the Sacramento River urban levee system of hypothetical failures of adjacent non-urban levees. Evaluation of potential levee vulnerabilities focused on levee geometry, local topography, geomorphology, geotechnical conditions, and performance during previous flood events.

Shoreline Levee Design, Alameda County Public Works Agency, Hayward, CA. Project Manager for the planning and design of six miles of new shoreline levees along the east shore of San Francisco Bay in Alameda County. The need for new flood protection facilities results from the ongoing restoration of a historic salt pond complex to tidal marsh and from higher tide levels and sea level rise. The project involves identifying feasible and cost effective levee alignments for implementation, evaluating alternative alignments, and developing preliminary and final engineering designs for the selected levee alignments. Project activities also include hydrologic modeling of the salt pond and flood control systems, stakeholder outreach activities, decision support processes, and support of environmental compliance efforts.

Category 1 Levee Evaluations, Alameda County Flood Control & Water Conservation District, Hayward-Union City, CA. Project Manager for geotechnical and engineering services, which included levee evaluation, alignment studies, and design needed to support the construction of new shoreline levees in response to sedimentation problems in flood control channels and to provide increased flood protection in anticipation of sea level rise due to climate change. Performed in-house technical reviews of key work products.

William Link, P.E.

Senior Engineer



William Link is a registered civil engineer in California with extensive experience in the design, management, and construction support of land development projects. His expertise primarily lies in residential subdivisions, stormwater management, and flood control infrastructure, with additional experience providing engineering support for levees, dams, and other water resource projects. He has successfully led projects across the state, serving as the engineer of record for improvement plans while overseeing cost estimates, specifications, scheduling, and resource allocation. Proficient in AutoCAD, he ensures that civil design plans and construction drawings meet or exceed client and regulatory requirements.

PROJECT EXPERIENCE

Lower Sand Creek Detention Basin, Contra Costa County Flood Control & Water Conservation District, Brentwood, CA. Design Lead for the expansion of a 20-acre offline detention basin to enhance flood attenuation for the downstream Marsh Creek Watershed while providing recreational and environmental benefits. The project, located along Lower Sand Creek within the City of Brentwood's urban recreational area, increases the basin's capacity from approximately 22 acre-feet to 185 acre-feet. Design elements include an inlet spillway, diversion structure, naturalized fish passage, outlet works, emergency spillway, and associated storm drain conduits. Responsibilities include leading the 35% design package, preparing plans and cost estimates, and coordinating internal quality control efforts.

Knights Landing Flood Management Project – Sacramento River Levee, County of Yolo, Knights Landing, CA. Project Engineer for the remediation of approximately 0.9 miles of levee near the community of Knights Landing. Improvements include cutoff wall installation, geometrical improvements including raising the levee to establish adequate freeboard, and removal and replacement of utilities through and within the embankment. Responsibilities to date include, team coordination, preparation of 65% construction plans, design report, and engineer's opinion of probable cost.

Police Department Training Facility Design – Phase 1, City of Lodi, Lodi, CA. Design Lead for Phase 1 of the Lodi Police Department Training Facility, which includes a 300-yard shooting range, protective shielding berms, a backstop wall, shielding barriers, site access improvements, and staging facilities. Responsibilities include client and team coordination, preparation of the 90% design drawings, and opinion of probable construction cost.

Barrett Dam Outlet Tower Bulkhead and Drawdown Improvements Project, City of San Diego, San Diego, CA. Project Engineer for improvements to increase the drawdown capacity at the existing Barrett Dam outlet. The outlet improvements enhance capacity, reliability, and operation of the outlet and will prevent an uncontrolled release of water through the facility. Improvements include upsizing the existing outlet works by installing a new encapsulated 48-inch steel pipe through an approximately 1,200-foot unlined rock tunnel, installation of two new 48-inch knife gate valves at the outfall, construction of a new energy dissipation feature at the outfall into the existing Dulzura Canal, and slope stabilization efforts including, the design of shotcrete and rock anchors. Responsibilities include developing 60% design drawings and cost estimates.

Feather River Reach F4a, F4b and F11 Seepage and Stability Mitigation Design Project, Reclamation District 10, Yuba County, CA. Project Engineer for levee improvements addressing seepage and stability deficiencies along the Feather River East Levee. The project includes the installation of 3,000 feet of conventional

EDUCATION

M.S., Civil and Environmental Engineer,
California Polytechnic State University,
San Luis Obispo.

B.S., Civil and Environmental Engineer,
California Polytechnic State University,
San Luis Obispo.

EXPERIENCE IN THE INDUSTRY

11 years

EXPERIENCE WITH GEI

1 year

REGISTRATIONS AND LICENSES

Professional Civil Engineer, CA No.
C85625

PROFESSIONAL AFFILIATIONS

Association of State Dam Safety Officials
(ASDSO)

soil-bentonite cutoff walls for Reach F4 and 9,000 feet of cutoff wall utilizing conventional and deep mixing methods for Reach F11. Responsibilities to date include preparation of the Reach F4 draft 65% design package documents including plans, specifications, and design report.

FEMA (Federal Emergency Management Agency) Hazard Mitigation Grant Implementation Project – Phase 1, Bethel Island Municipal Improvement District, CA. Engineering Lead for phase 1 of a project to implement flood reduction on Bethel Island as part of FEMA awarded grant funding. Phase 1 includes the design to convert an open channel to a buried storm drain to reduce local flooding, and improvements to the islands secondary pump station that includes a new pump structure platform raised 2 feet above the base flood elevation, and an addition pump for redundancy. Responsibilities to date include management of the preparation of bid package documents including plans, specifications, and cost estimate.

PREVIOUS PROJECT EXPERIENCE

Rosewood, Brookfield Residential, Morgan Hill, CA. Project Manager and Engineer of Record for a 120-unit residential community featuring 86 townhomes and 34 duet-style single-family homes. The project included a stormwater detention facility, public street improvements, on-site streets, utilities, stormwater treatment facilities, and provisions for a future medical campus. Responsibilities included designing and preparing Issued-for-Construction (IFC) plans, managing subdivision and mapping efforts, overseeing internal quality control, and providing engineering support during construction. Completed in late 2024.

Glen Loma Ranch Backbone Stormwater Infrastructure, Glen Loma Corporation, Gilroy, CA. Project Engineer for the backbone stormwater improvements of a 360-acre master planned community in the western hills of Gilroy, California to support up to approximately 1,700 dwelling units across 17 distinct neighborhoods. Work consisted of hydraulic and hydrologic modeling, design of open channel and closed conduit conveyance facilities, the design of multiple stormwater treatment and flood control basins, outlet structure design, a Uvas Creek outfall, Section 404 permitting with the US Army Corps of Engineers, and preparation improvement plans, hydrologic and hydraulic reports, and post-construction stormwater control plans.

Monterey Road Apartments, Pacific West Communities, Inc., San Jose, CA. Project Manager and Engineer of Record for the site development of two six-story podium apartment buildings and related site work. The infill project included two six-story buildings with parking on the ground level, utilities, stormwater facilities, circulation, fire access and associated landscaping. Responsibilities to date included design and preparation of Issued for Construction Design Plans, coordination of internal quality control efforts, managing the Client's consultant team, and engineering support during construction. Construction began in late 2024.

Strada-Verde Innovation Park, Newport Pacific Land Company, San Benito County, CA. Engineering Lead for the planning and civil design of a 2,777-acre master planned project in San Benito County that would include a state-of-the-art vehicle testing facility focusing on innovation and environmentally sustainable technologies, a driver experience center, e-commerce, and retail center. Responsibilities included preparation of preliminary grading design, and water, sewer and storm collection systems for the plan area, and coordination with a multidisciplinary team consisting of planners, track designers, geotechnical engineers, and biologists.

Eduardo Cerna Alvarez, P.E.

Senior Engineer



Eduardo Cerna Alvarez is a civil and geotechnical engineer specializing in the design and evaluation of levees and dams. His experience ranges from performing geotechnical subsurface investigations, performing geotechnical (slope stability, seepage, liquefaction, and settlement) analyses, drafting project drawings, construction management, and construction inspection. Eduardo is proficient in AutoCAD, gINT, GeoStudio (Slope/W and Seep/W), and Microsoft Office Suite.

PROJECT EXPERIENCE

Knights Landing Flood Management Project – Proposed Cross Levee, County of Yolo, Knights Landing, CA. As Senior Engineer designed a proposed new cross levee near the community of Knights Landing, CA. Tasks included developing a geotechnical exploration program and work plan, performing geotechnical analyses (including seepage, slope stability, and settlement), oversight of drilling program, assigning lab tests for samples collected, review of existing data, site characterization, reporting, developing project drawings, and managing CAD team. Project reporting includes Geotechnical Data Report (GDR) and Geotechnical Evaluation Report (GER).

Marina Levee Improvement Project, Bethel Island Municipal Improvement District, Bethel Island, CA. As Project Engineer provided design support for the remediation of approximately 2,000 feet of levee protecting Bethel Island along an existing marina. Tasks included designing proposed levee improvements, preparation of construction drawings and specifications, and developing engineer's opinion of probable construction cost. The levee improvements included raising and widening the levee crown, providing waterside erosion control, flattening of landside slope, and removal and replacement of existing utilities such as water, sewer, gas, electrical, and communication lines.

Northwest Levee Improvement Project, Bethel Island Municipal Improvement District, Bethel Island, CA. As Project Engineer provided design support for the improvement of approximately 2 miles of the Northwest Levee to remediate seepage problems. Tasks included designing proposed levee improvements and drafting project drawings. Levee improvements consisted of raising and widening the levee crown, providing waterside erosion control, flattening of landside slopes, construction of maintenance road, relocating a nearby ditch, and installing a drain system to capture and transport seepage away from levee. Drafting of project drawings included developing plan, profile, and cross-section views from available LiDAR and bathymetry survey data, integrating improvements into existing conditions levee models, and drafting typical details and sections for the proposed improvements.

Sacramento River East Levee Improvement Project, Sacramento Area Flood Control Agency, Sacramento County, CA. As Project Engineer provided design and field support for the improvement of approximately 6 miles of the Sacramento River East Levee to remediate seepage problems, meet embankment and foundation stability requirements, and mitigate approximately 3,000 feet of erosion along several levee sections. Tasks included the review of geotechnical data (borings, CPTs, SPTs, etc.) and past levee performance records, performing geotechnical analyses such as slope stability and seepage modeling, monitoring of water surface elevation of Sacramento River and wells along levee during periods of high river stage to calibrate seepage models, assessing levee performance, and developing project drawings which include levee improvement features such as cutoff walls, stability berms, and relief wells. Drafting of project drawings included developing plan, profile, and cross-section views from available LiDAR and bathymetry survey data, integrating improvements into existing conditions levee models, and drafting typical details and sections for the proposed improvements.

EDUCATION

M.S. Civil Engineering, University of California Davis

B.S. Civil Engineering, University of California Davis

EXPERIENCE IN THE INDUSTRY

8 years

EXPERIENCE WITH GEI

7 years

REGISTRATIONS AND LICENSES

Professional Engineer, CA No. C89239

Professional Engineer, AZ No. 70753

Novato Creek Levee Evaluation Project, Marin County Flood Control & Water Conservation District; Marin County, CA. As Project Engineer provided support for the geotechnical evaluation of the Novato Creek levees (Pacheco Pond Levee, Lynwood Levee, and Novato Creek Left Bank Levee). Tasks included performing geotechnical subsurface explorations, generating boring logs, selection of reaches and cross-sections, drafting project profiles and cross-sections, processing of lab data, selection of soil strength parameters, performing slope stability and seepage analyses using GeoStudio software, and writing project reports.

Orland Area Water Supply Project Phase 2A and 2B, California Department of Water Resources (DWR), Orland, CA. As Senior Engineer planned and designed 6.9 miles of 4" to 10" PVC potable water pipeline, 143 water service connections, 37 fire hydrants, and other facilities to connect properties with dried up wells to the City of Orland's water supply System. As Engineer-of-Record tasks included designing project drawings, developing project specifications, overseeing design team, reviewing calculations, conducting progress meetings, and coordinating with DWR, City of Orland, and Glenn County.

Los Verjels Dam Outlet Rehabilitation Project, Equity LifeStyle Properties, Inc., Oregon House, CA. As Senior Engineer designed the slip-lining of corroded steel conduits as part of the rehabilitation of the outlet system at Los Verjels Dam. As Project Manager and Engineer-of-Record tasks included designing project drawings, developing project specifications, drafting tasks orders, managing schedules and budgets, and coordinating with regulatory agencies such as the California Division of Safety of Dams.

Cottage Creek Dam Spillway Modification, Yuba County Water Agency, Yuba County, CA. As Project Engineer conducted the geotechnical evaluation for the proposed spillway modification of the Cottage Creek Dam. As Engineer-of-Record for the Project's Geotechnical Report tasks included reviewing existing subsurface data within project vicinity, interpreting available lab test data, estimating geotechnical properties of soil, reviewing results of geotechnical analysis and calculations, and documenting geotechnical design criteria and recommendations for use in planning and design of the spillway modifications.

North Kern Water Storage District Pipeline and Pump Station Project, North Kern Water Storage District, Kern County, CA. As Project Engineer provided drafting and design support for a proposed 6-mile-long pipeline and booster pump station for the North Kern Water Storage District. Tasks included drafting project drawings, generating engineer's opinion of probable construction cost, reviewing utility pothole survey data, developing alignment of proposed pipeline, and reviewing project specifications.

El Dorado Forebay Dam Modification, El Dorado Irrigation District, Pollock Pines, CA. As Project Engineer provided construction management and field inspection support for the dam modification project. The project includes reparations and improvements to the dam's inlet canal, crest, emergency spillway, outlet canal, embankment, access roads, seepage pump, and penstock and its appurtenances. Tasks included reviewing project submittals, requests-for-information, cost tracking, attending construction meetings, and inspection and documentation of construction activities while ensuring project plans and specifications are followed.

Highway 46 Crossing at Lerdo Canal, North Kern Water Storage District, McFarland, CA. As Project Engineer provided inspection support for the replacement of a box culvert that crossed Highway 46 with an 8-foot diameter, 260-foot-long reinforced concrete pipe culvert. Tasks included ensuring project plans and specifications were followed during the construction of inlet structure, outlet structure, culvert, erosion protection features, reconstruction of canal slopes, and re-pavement of Highway 46 section impacted by construction activities. Tasks also included documenting work in daily inspection reports and tracking material quantities.

Pickwick Landing Dam, Tennessee Valley Authority, Chattanooga, TN. As Staff Engineer provided support for the seismic stability evaluation of the south embankment at Pickwick Landing Dam. Tasks included performing static and post-earthquake slope stability analyses for deep and shallow slope failures using GeoStudio Slope/W software, performing Newmark's deformation analyses to estimate ground displacement based on site-specific response spectra using Strata and SLAMMER software, and performing clay consolidation and seismic settlement estimates using WinSafi software. Analyses were performed for existing dam conditions and proposed remediation alternatives.

Mark S. Martin, P.E., QSD

Senior Civil Engineer



Mark Martin is a senior civil Engineer with 43 years of experience in design and construction management, focusing on water resources, drainage pump stations, and flood control facilities projects. His experience includes project management, consulting for municipal and private clients, design, Engineering evaluations, construction management and inspection services. He works with a team of Engineers, designers, drafters, and sub consultants to deliver a successful project. His work product includes permit compliance with the project CEQA documents, U.S. Army Corps of Engineers (USACE), U.S. Fish & Wildlife Service, Central Valley Flood Protection Board, California Department of Fish and Wildlife and the Regional Water Quality Control Board. His experience includes civil and structural design, pipeline and canal hydraulics, plan and specification preparation for levees, pipelines, pump stations, lift stations, reservoirs, wastewater treatment, and recycle water facilities.

PROJECT EXPERIENCE

Natomas Levee Improvement Program and Levee Accreditation Program, Sacramento Area Flood Control Agency (SAFCA), Sacramento and Sutter Counties, CA. Construction Manager for two major 13- year and 5-year programs for flood control improvements, respective along the Sacramento River including its tributaries. In addition to management of the construction activities, assured compliance with permitting (e.g., USACE, DWR, CVFPB, USFWS, Sacramento and Sutter County, Cal Trans and CDFW).

Knights Landing SCFRRP Phase 2 Cross Levee, MBK Engineers, Yolo County CA. Internal drainage study and design of at grade drainage culvert beneath the proposed flood control levee, utility and road relocations.

Flood Risk Management Planning Services, Sacramento Area Flood Control Agency (SAFCA), Sacramento, CA. Constructability review of plans and specifications for multiple contracts prepared by the USACE to raise multiple dam and dike embankments at Folsom Dam.

Pipeline and Pump Station Project, North Kern Water Storage District, Bakersfield, CA. Design and construction of multiple pipeline and pump station projects to return pumped ground water to U.S. Bureau of Reclamation canal facilities in the California central valley.

Giumarra Spreading Basin Project, Southern San Joaquin Municipal Utility District (SSJMUD), Delano, CA. Design of ground water recharge spreading basins to return excess federal water allocations to the aquifer.

SSJMUD-NKWS District Intertie Project, Southern San Joaquin Municipal Utility District, Delano, CA. Design and constructability review of the irrigation canal improvements, pump station and pipeline to return excess irrigation water from the water storage district to the municipal utility district's distribution system.

Well # 3, Orange Vale Water Company, Carmichael CA. Design of a municipal well and perchlorate treatment facilities and storage tank including connection to the existing infrastructure.

On-Call for Planning and Design Water Resources and Stewardship, Santa Clara Valley Water District, Santa Clara, CA. Feasibility study of alternative infrastructure improvements, pumping and storage facilities necessary to capture imported raw water allotments from the State Water Project and Central Valley Water Project.

EDUCATION

B.S., Agricultural Engineering, California Polytechnic State University, San Luis Obispo

EXPERIENCE IN THE INDUSTRY

43 years

EXPERIENCE WITH GEI

3 years

REGISTRATIONS AND LICENSES

Professional Engineer, CA No. 35079

CERTIFICATIONS

Qualified Stormwater Developer (QSD), CA C35079

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)

Surveyors, Architects, Geologists, and Engineers Association (SAGE)

Orland Water Supply Project, City of Orland, Glenn County, CA. Technical Advisor, constructability review and Quality Assurance for the design of the rural water system extension, including pipelines, facility crossings, well siting storage and a booster pump station.

Water Supply, Kenek to Kapel Water System, Yurok Tribe, Humboldt County, CA. Technical advisor, constructability review and quality assurance for the design of the interconnection of two remote water systems including pipelines, facility crossings of creeks and booster pump station.

Looney Weir Rehabilitation Project, Sutter Extension Water District, Biggs, CA. Construction manager for the installation of a concrete weir structure and Langemann overflow gate in the irrigation Sutter-Butte Canal.

Foster Wheeler Conditional Assessment, Contra Costa Water District, Contra Costa, CA. Conditional assessment of infrastructure for the raw water supply to the Martinez Cogeneration Plant.

Cache Slough Pumping Plant Feasibility Study, City of Vallejo, CA. Structural, and mechanical evaluation to identify improvements to recommission the existing Cache Slough Pumping Plant constructed in the 1952 and decommissioned in 1980 to the current building and regulatory standards for water diversions at Cache slough.

Pioneer Inlet Redesign Project, Kern County Water Agency, Kern County, CA. Constructability review including schedule evaluation, preparation of specifications and construction cost evaluation to reconstruct the diversion structure on the Cross Valley Canal.

LVL Advanced Water Treatment Facility Inland Injection Well Project, Water Replenishment District, Long Beach, CA. Design of the injection well pipeline infrastructure for the salt water injection well barrier at the water treatment facility.

Collector Mainline Redundancy Project, Humboldt Bay Municipal Water District, Arcata, CA. Project Manager and design engineer to prepare 30% plans, geotechnical investigation and environmental studies for a water supply redundant pipeline Phase 1 grant funding from FEMA Hazard Mitigation Grant Program.

Santa Rosa Plan Water Resiliency Project, Sanoma County Water Agency, Sebastopol, CA. Design of the injection well pipeline and treatment infrastructure for the Aquifer Storage Recharge facility.

PREVIOUS PROJECT EXPERIENCE

Natomas Levee Improvement Program (NLIP), Sacramento Area Flood Control Agency (SAFCA), Sacramento and Sutter Counties, CA. Construction Manager, and implementation of the QA/QC Program for a 13-year program flood control improvements and environmental mitigation projects along the Natomas Cross Canal and Sacramento River East Levee (SREL). Services included: management of the construction rehabilitation of the existing levees, seepage berms, cut off walls, public and private utility relocations, irrigation wells, and demolition activities; compliance with jurisdictional agencies requirements during construction (e.g., USACE, DWR, CVFPB, USFWS, Sacramento and Sutter County, Cal Trans and CDFW) and construction completion reporting in compliance with DWR Early Implementation Program Funding Agreement with SAFCA.

Levee Accreditation Program, SAFCA, Sacramento, CA. Construction Manager for a 5-year program for flood control improvements and environmental along Arcade Creek, Robla Creek, and the SRELs. services are similar to the NLIP improvements.

Lower Elkhorn Basin Levee Setback Project, Sacramento Area Flood Control Agency, Yolo County, CA. Supervising Engineer providing constructability reviews during the preparation of construction documents designed by DWR and Reclamation District Engineers for 3 separate concurrent contracts occupying the same real estate. The primary responsibility was integration of specifications to mitigation of access conflicts. Provided technical evaluation of the pump station and design computations.

Feather River West Levee Project Reach 13, Sutter Butte Flood Control Agency, Sutter County, CA. Construction Manager for the flood control levee improvements.



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;
 - (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 of an endorsement to the Contractor’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

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

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

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

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

6. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT G

**WORKERS' COMPENSATION
CERTIFICATE**

WORKERS' COMPENSATION CERTIFICATE

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

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

CONTRACTOR

Signature

Name

Title

Date