

ATTACHMENT C

MGE Engineering Agreement
(LM 4.0 to 5.3)

AGREEMENT NO. _____

(Agreement for Sacramento River West Levee [LM 4.0 to 5.3] 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 MGE Engineering, Inc., (a California corporation located in Sacramento, California) (the “Contractor”), jointly referred to as the “Parties” herein.

WITNESSETH

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

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

WHEREAS, the County desires to final design engineering services for the Knights Landing Flood Mitigation Project through a Federal Emergency Management Agency (“FEMA”) Hazard Mitigation Assistance Grant awarded to the County by the California Office of Emergency Services (“Cal OES”) (the “State Contract”) with State funding under the Prepare CA Match Program; and

WHEREAS, the State Contract requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contract, and that all County subcontractors (including but not limited to Contractor) comply with all terms and conditions of the State Contract; and

WHEREAS, on December 13, 2024, the County circulated and distributed a Request for Proposals (Reference No. GSDRFPKK2454) for a qualified firm to provide professional services to perform the Sacramento River West Levee (LM 4.0 to 5.3) 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 4.0 to 5.3) project reach.
- Develop a construction cost estimate for the Sacramento River West Levee (LM 4.0 to 5.3) project reach at the 100% design level.

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

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

- Exhibit A: Request for Proposal No. GSDRFPKK2454 (*including the Notification of Subapplication Approval from Cal OES, dated August 15, 2023, for “FEMA-4482-DR-CA, Project #PJ0900, FIPS #113-00000, Supplement #17,” including the Cal OES “Hazard Mitigation Assistance Contracting Guidance for FEMA-Eligible Projects, Non-State Subrecipients” and FEMA Office of*

Chief Counsel – Procurement Disaster Assistance Team “Contract Provisions Template” documents that are attachments to the solicitation)

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

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

D. Contractor shall comply with all applicable provisions of the State Contract, including the Exhibits thereto, and those provisions are incorporated herein as if fully set forth in this place.

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

II. ADDITIONAL PROFESSIONAL SERVICES FOR PHASE 2 OF THE PROJECT

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

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

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I and Paragraph II above, and subject to the condition that the services have been completed in a manner satisfactory to the Director, or the Director’s written designee, Contractor shall be compensated on a time and materials basis at the following hourly rates. In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

Principal Engineer	\$370.00
Project Manager	\$330.00
Supervising Engineer	\$310.00
Geologist/Geotechnical Engineer	\$280.00
Senior Engineer II	\$280.00
Senior Engineer I	\$260.00
Resident Engineer/Structures Rep.	\$243.00
Associate Engineer.....	\$215.00
Construction Inspector	\$225.00
Assistant Engineer	\$180.00
Junior Engineer	\$140.00
CADD Technician III	\$200.00
CADD Technician II.....	\$170.00
CADD Technician II.....	\$140.00
Admin Assistant.....	\$150.00

B. Compensation rates shall remain firm for the Initial Term of this Agreement but may be increased thereafter as provided in Paragraph IX.A of this Agreement. The Director may approve modifications of the term, scheduling, and allocation of funds between the tasks and subtasks set forth in this paragraph, provided that there is no increase in the total compensation set forth herein. The total amount of compensation to be paid to Contractor for the services required by this Agreement for Phase 1 of the Project shall not exceed Seventy-Five Thousand dollars (\$75,000.00).

C. If the County requests the additional services for Phase 2 of the Project, as specified in Paragraph II of this Agreement, the total amount of compensation to be paid to Contractor for the services required by this Agreement for Phase 2 of the Project shall not exceed One Hundred Fifty Thousand dollars (\$150,000).

D. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth in this Paragraph. The following expenses may be reimbursed if they are incurred after prior written approval of the Director: subcontractor expenses at-cost; copying expenses; travel expenses (note: travel expenses will only be reimbursed within the limits and in the manner provided in County Policy for County employees); equipment rental costs; and purchase of other materials necessary to provide the services required in Paragraph I and Paragraph II.

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

IV. METHOD OF PAYMENT

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

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

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

V. REPORTS

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

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

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder

or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

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

VII. RECORDS; ACCESS, RETENTION

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

VIII. DISPUTES

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

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from the Effective Date, through January 12, 2029 ("Initial Term"), unless sooner terminated as hereinafter provided. This Agreement may be extended by the County in one-year increments up to an additional two years. Such an extension must be approved in writing by the Director. Contractor's hourly rates provided in Paragraph III.A shall remain firm for the Initial Term of this Agreement. If the Agreement is extended, Contractor may propose annual increases with each extension, which County shall not unreasonably deny, equal to increases in the Consumer Price Index (CPI), up to maximum increase of 3.0% per year over the prior year CPI, rounded to the nearest tenth of a percent. "CPI" shall be the CPI-W, US City Average, All items; Not Seasonally Adjusted, compiled and published by the United States Department of Labor, Bureau of Labor Statistics.

B. Termination for Cause. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. Non-Appropriation. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

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

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

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

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

X. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, executive orders, directives, and laws. Contractor further acknowledges that FEMA financial assistance will be used to fund all or a portion of the Agreement. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including the State Contract and policies and guidelines established by Office of Emergency Services & Federal Emergency Management Agency (FEMA) regarding the Project. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XI. ADDITIONAL APPLICABLE LAWS; PREVAILING WAGE

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

A. Equal Employment Opportunity. Contractor must comply with the Equal Employment Opportunity clause provided in Section XII.B. of this Agreement, which is required by 41 CFR Part 60-1.4(b), as it may be amended, superseded, supplemented, including as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B. Immigration Reform and Control Act (IRCA) of 1986. Under the IRCA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the United States, and aliens authorized to work in the United States). The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (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 may require certain information and forms to be submitted regarding all DBEs participation and utilization. Contractor must take all necessary affirmative steps to use DBEs and LSAs when using subcontractors, as described in Title 2 CFR part 200, Subpart D, section 200.321(b)(1)-(5), as those requirements may be amended.

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

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

A. Non-Discrimination. Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation

or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

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

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

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

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

representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

XIII. CONTRACTOR'S RESPONSIBILITIES

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

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

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

D. Any subcontractors must agree to be bound to the Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of

Yolo under this Agreement. All subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work.

XIV. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

XV. WORKERS' COMPENSATION

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

XVI. NOTICE

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

CONTRACTOR
MGE Engineering, Inc.
Attn: President
7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831-5168
fhuang@mgeeng.com

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

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

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

XVII. CONFLICT OF INTEREST

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

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

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

XVIII. COVENANT AGAINST CONTINGENT FEES

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

XIX. AUDITS; ACCESS TO RECORDS

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

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

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

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

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

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

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

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

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

XX. ASSIGNMENT AND SUBCONTRACTS

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

XXI. STATUS OF CONTRACTOR

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

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

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

XXII. AMENDMENT

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

XXIII. WAIVER

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

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

XXIV. AUTHORIZED REPRESENTATIVE

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

XXV. PUBLIC RECORDS ACT

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

XXVI. ADDITIONAL PROVISIONS

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

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

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

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

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

XXVII. ENTIRE AGREEMENT

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

[SIGNATURES ON FOLLOWING PAGE]

//

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

CONTRACTOR

COUNTY

Signed by:
By: H Fred Huang
881ACB7A5538412...
H. Fred Huang, PE, President
MGE Engineering, Inc.

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

Date: 12/18/2025

Date: _____

Attest:
Julie Dachtler, Senior Deputy Clerk Board
of Supervisors

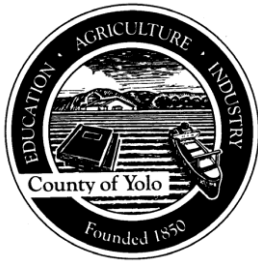
By: _____
Deputy (Seal)

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

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

EXHIBIT A

**REQUEST FOR PROPOSAL
NO. GSDRFPKK2454**



COUNTY OF YOLO

General Services Department
Procurement Division

Notice of Request for Proposals

For

SACRAMENTO RIVER WEST LEVEE (LM 4.0 TO 5.3) IMPROVEMENTS PROJECT FINAL DESIGN

IN SUPPORT OF THE KNIGHTS LANDING FLOOD MITIGATION PROJECT

RFP# GSDRFPKK2454

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

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

RFP Coordinator:
Karen Kawelmacher
(530) 666-8073

karen.kawelmacher@yolocounty.gov

TABLE OF CONTENTS

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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 4.0 TO 5.3) 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 4.0 to Levee Mile 5.3, 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.

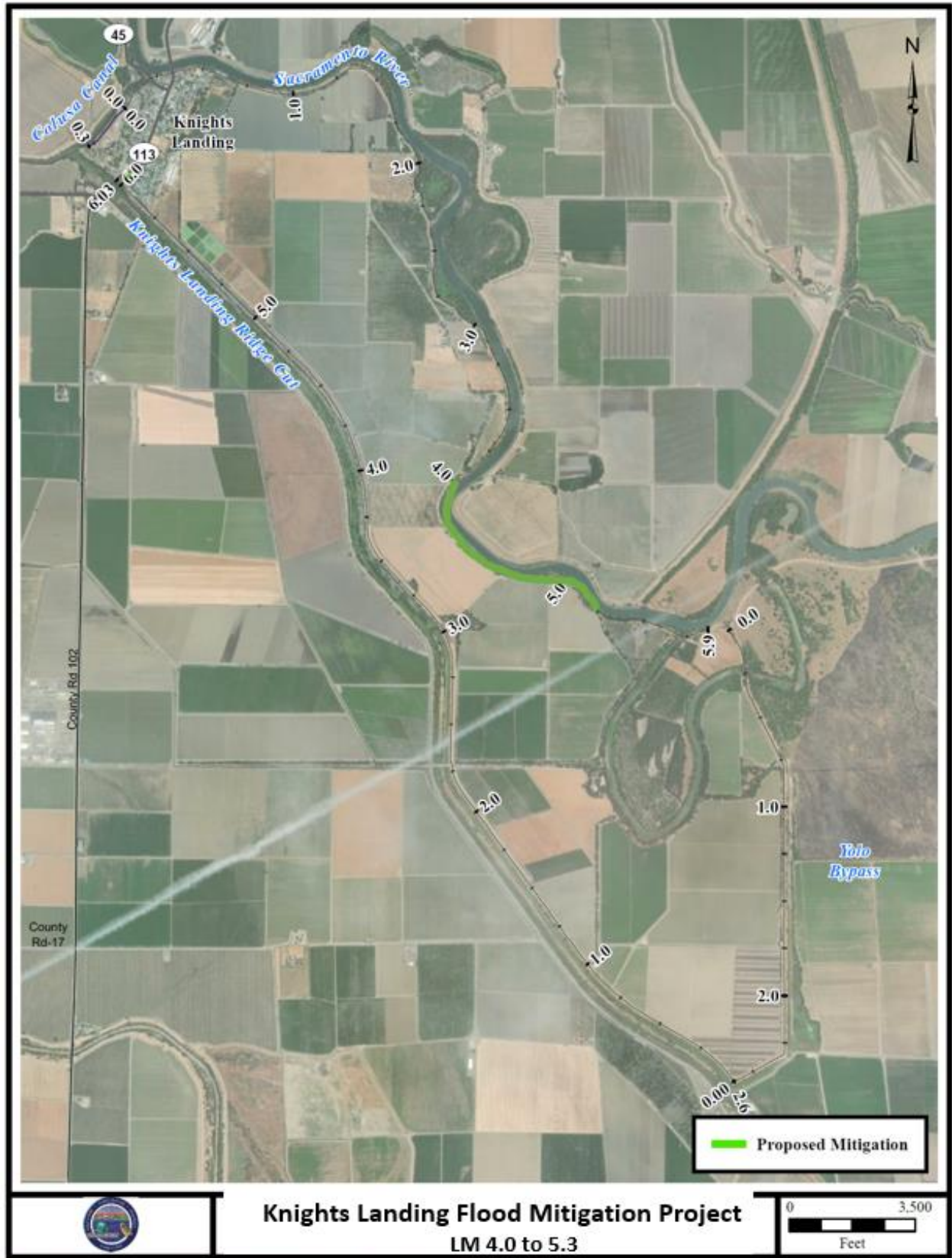
B. SYNONYMOUS TERMS

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:_FloodControl\3327-1 - Yolo CSA-4 - Knights Landing RMP\GIS\Map\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 4.0 to 5.3 Reach to meet seepage exit gradient criteria and landslide slope stability factor of safety requirement at the 100-year WSE. The proposed improvement considers construction of a combination drained seepage/stability berm and drained stability berms. County Road 116, which sits atop the levee in this reach, will also be widened.

2. VENDOR MINIMUM QUALIFICATIONS:

- a. Vendor shall have a minimum of five (5) years of experience performing water resources planning and design services required in this RFP.
- b. Yolo County encourages the participation of Minority Business Enterprise (“MBE”), Women-Owned Business Enterprise (“WBE”), and labor surplus area firms and businesses to the greatest extent feasible on the Project in accordance with 2 CFR 200.321. Vendor shall be required to document their status as an MBE or WBE firm, or

a non-MBE or non-WBE firm.

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

3. VENDOR MINIMUM WORK REQUIREMENTS:

Firm shall have expertise in water resource planning and design to complete the Sacramento River West Levee (LM 4.0 to 5.3) 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 4.0 to 5.3 Project Reach:

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

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

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

4. SERVICE CONTRACT:

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

5. COMPLAINTS:

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

D. AWARDED CONTRACTOR REQUIREMENT

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

E. CONTRACT TERM

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

F. PROPOSAL DEADLINE

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

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

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

G. SUBMITTING PROPOSALS

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

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

H. ADDENDA

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

SECTION II. RFP SCHEDULE OF EVENTS

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

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

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

SECTION III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP COORDINATOR

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

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

B. COMMUNICATIONS REGARDING THE RFP

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

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

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

C. PROPOSAL PREPARATION COSTS

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

D. PROPOSAL WITHDRAWAL

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

E. PROPOSAL AMENDMENT

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

F. PROPOSAL ERRORS

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

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

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

H. ASSIGNMENT AND SUBCONTRACTING

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

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

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

I. PROPOSAL OF ADDITIONAL SERVICES

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

J. INDEPENDENT PRICE DETERMINATION

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

K. INSURANCE

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

L. LICENSURE

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

M. RFP AMENDMENT AND CANCELLATION

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

N. RIGHT OF REJECTION

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

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

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

O. DISCLOSURE OF PROPOSAL CONTENTS

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

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

P. PROPOSAL EVALUATION PROCESS

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

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

Q. AWARD OF PROPOSAL

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

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

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

R. AWARD PROCESS

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

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

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

S. PROTESTS

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

1. Protest Procedures:

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

All protests shall include at a minimum the following information:

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Protest of Disqualification:

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

4. Protest of Award of Contract:

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

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

SECTION IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

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

B. NON-WAIVER

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

C. FEDERAL, STATE, AND LOCAL LAWS

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

D. GOVERNING LAW

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

E. PREVAILING WAGE; LABOR CODE COMPLIANCE

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

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

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

F. ADDITIONAL APPLICABLE LAWS

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

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

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

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

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

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

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

e. Requiring any subcontractors to follow these affirmative steps.

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

G. NON-DISCRIMINATION

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

H. PUBLIC AGENCY

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

I. ADDITIONAL PURCHASES

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

J. EXTENSIONS

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

K. PRICE ESCALATION

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

L. INVOICES AND PAYMENT TERMS

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

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

M. COMPLIANCE

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

N. DEFAULT

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

O. TERMINATION FOR CONVENIENCE

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

P. CANCELLATION FOR UNAPPROPRIATED FUNDS

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

Q. ASSIGNMENT/TRANSFER/SUBCONTRACTING

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

R. F.O.B. POINT

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

SECTION V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. SUBMITTING PROPOSALS

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

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

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

B. REQUIRED PROPOSAL SUBMITTALS

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

Exhibit A: Transmittal Letter

Exhibit B: Proposal Questionnaire

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

Exhibit D: Previous Customer References

Exhibit E: Signature Page

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

Exhibit G: Certification of Exceptions to RFP Documents

Exhibit H: Anti-Lobbying Certification

C. PROPOSAL FORMAT AND CONTENT

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

The format and content of the Proposal are as follows:

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

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

END OF DOCUMENT

EXHIBIT B

CONTRACTOR'S PROPOSAL RESPONSE

PROPOSAL

SACRAMENTO RIVER WEST LEVEE (LM 4.0 TO 5.3) IMPROVEMENTS PROJECT FINAL DESIGN

in support of the
KNIGHTS LANDING FLOOD MITIGATION PROJECT

RFP# GSDRFPKK2454

Prepared for:

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

Prepared by:

MGE ENGINEERING, INC.



February 14, 2025

EXHIBIT A TRANSMITTAL LETTER**Sacramento River West Levee (LM 4.0 TO 5.3) Improvements Project Final Design**

in Support of the Yolo County Knights Landing Flood Mitigation Project - RFP# GSDRFPKK2454



7415 Greenhaven Drive • Suite 100 • Sacramento, CA 95831

TEL (916) 421-1000 • FAX (916) 421-1002

February 14, 2025

Yolo County Department of General Services, Procurement Division
on behalf of Yolo County Department of Community Services, Natural Resources Division
292 W Beamer St, Woodland, CA 95695

Re: Sacramento River West Levee (LM 4.0 TO 5.3) Improvements Project Final Design in Support of the
Yolo County Knights Landing Flood Mitigation Project - RFP# GSDRFPKK2454

MGE Engineering, Inc. (MGE) is located at 7415 Greenhaven Drive in Sacramento, California (Phone: 916-421-1000, Fax: 916-421-1002, Web: www.mgeeng.com). MGE, a California corporation founded in 1990, is a small minority-owned disadvantaged business under NAICS Code 541330 per 13CFR121-103(h)(3)(i). MGE employs a staff of 40 professional engineers, geologists, technicians, construction managers, and administrative personnel positioned within the firm's offices. MGE has extensive experience providing engineering services for design encompassing projects involving: flood control infrastructure (including levees), bridge construction, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities.

MGE is very familiar with this project, having produced PS&E for the project (LM 0.9 to LM 4.2) for both the US Army Corps of Engineers (USACE) and the County of Yolo. MGE is pleased to offer informed engineering design services to Yolo County for the project.

MGE understands that the County is requesting professional engineering services to perform the final design and engineering during construction (upon funding approval) for the Sacramento River West Levee (LM 4.0 To 5.3) Improvements. MGE will use the partial design documents, that were prepared by MGE, when preparing the final design. MGE understands that 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) to advance the design to reduce flood risk of four critical resources within the Knights Landing project area in Yolo County. Our project manager is ready and able to work directly with funders and regulators during the project's lifespan.

MGE has reviewed the minimum qualifications stated in the RFP, and can meet these qualifications, and understands the work to be done.

As proposed Project Manager and Vice President of the firm, Mr. Stephen Hawkins is authorized to make representations. Mr. Hawkins can be reached at the address and/or telephone numbers listed in this transmittal letter. In addition, he can be reached via email at shawkins@mgeeng.com.

By signature of this letter, MGE states that this proposal will remain valid for a period of not less than 90 calendar days from the date of submittal.

As MGE's President and a Principal of MGE Engineering, Inc., I am authorized to bind and commit the MGE team. I can be reached at MGE's corporate office listed in the letterhead or via email (fhuang@mgeeng.com). If for any reason I cannot be reached, the County can feel free to contact MGE's Vice President, Mr. Stephen Hawkins, proposed Project Manager for the project. The MGE team is committed to having the staff fully available to complete the projects on-time and within budget.

We are very excited for the opportunity to continue to provide professional engineering services to the County of Yolo. The County can rest assured that personnel assigned to the project will remain on the project until completion and acceptance of the project/deliverables by the County. Please do not hesitate to call should you have any questions.

Sincerely,

MGE Engineering, Inc.

A handwritten signature in blue ink that reads "H. Fred Huang". The signature is written in a cursive style.

H. Fred Huang, PE, President

EXHIBIT B PROPOSAL QUESTIONNAIRE

Sacramento River West Levee (LM 4.0 TO 5.3) Improvements Project Final Design

in Support of the Yolo County Knights Landing Flood Mitigation Project - RFP# GSDRFPKK2454

1. General Company Information

Company Overview:

MGE Engineering, Inc. (MGE), formed in 1990, performs civil, structural, and geotechnical engineering, as well as construction management services for water resource, flood protection, transportation, and other civil works infrastructure projects. MGE is headquartered in Sacramento with offices in Oakland, and Los Angeles, CA; Austin, TX; and Charlotte, NC. MGE has experience working in close partnership with the California Department of Water Resources (DWR), the Central Valley Flood Protection Board (CVFPB), and the US Army Corps of Engineers (USACE). In fact, MGE has provided engineering services under multiple IDIQ contracts with USACE for flood control projects in the Sacramento area, for nearly 25 years. MGE is not a subsidiary of a larger corporation.

Agency background and depth of ability to ensure services are provided:

Number of employees: 40

MGE is a Small Minority-Owned Disadvantaged Business under NAICS Code 541330 per 13CFR121-103(h)(3)(i). MGE employs a staff of full-time professional engineers, geologists, technicians, construction managers, and administrative personnel positioned within the firm's offices. MGE is headquartered in Sacramento, CA with branch offices in Oakland and Los Angeles, CA; Austin, TX; and Charlotte, NC. The company organizational chart shown below presents the firm's hierarchy.

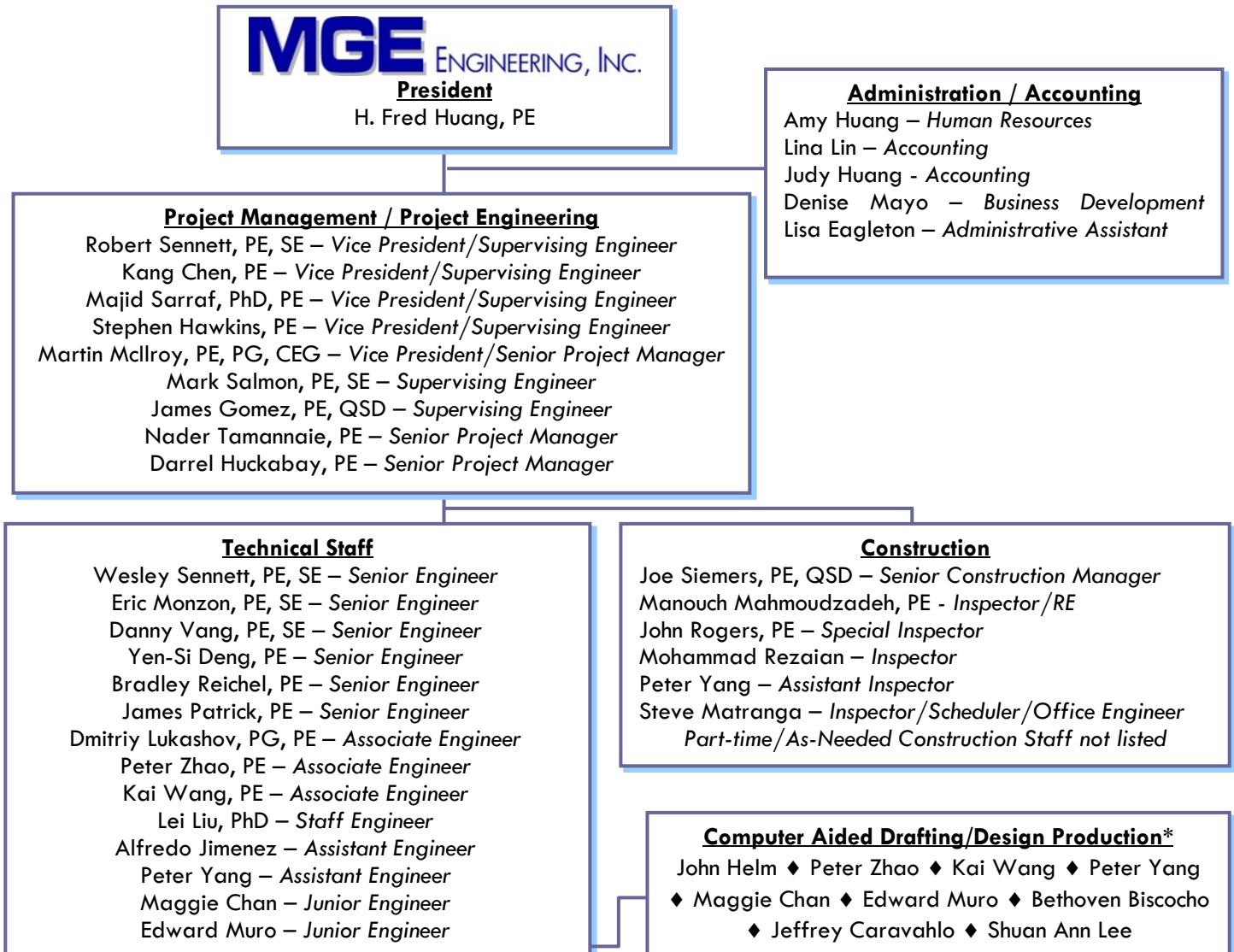


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Copies of applicable licenses, certifications, and expiration dates for staff expected to work on this project are appended to this proposal.

2. Experience and Qualifications

Project Experience

MGE has considerable experience providing engineering services for federally funded projects, with staff that is knowledgeable of the procedures and the processes required to complete these projects. MGE has provided engineering for bridge and flood control structure projects for numerous California agencies, the USDA Forest Service (USFS), FHWA-Central Federal Lands Division (CFL), and the US Army Corps of Engineers (USACE). MGE's Federal Agency permit experience includes: USACE, National Marine Fisheries Service, United States Department of the Interior Fish and Wildlife Service (USFWS), USFS, Bureau of Land Management (BLM), US Coast Guard, and Bureau of Indian Affairs. Additionally, MGE's Federal Agency experience includes: bridge inspections, bridge load ratings, bridge replacement and rehabilitation design, levee and flood control structure rehabilitation and design, as well as construction phase services for the USFS, US Bureau of Reclamation (USBOR), FHWA-Central Federal Lands Division (CFL), and USACE. MGE currently holds (as prime and/or member of small business JVs) on-call/as-needed contracts for Federal agencies including: USFS, USACE, FHWA CFL, and USFWS.

Of particular relevance to this project, MGE has provided water resources planning and engineering design services to the US Army Corps of Engineers (USACE) continuously since 2001 under more than 10 IDIQ contracts with the Albuquerque, Los Angeles, New Orleans, Sacramento, San Francisco, Seattle, and St. Louis Districts. Under these contracts, MGE provided civil and structural engineering for civil works projects, studies and designs for levees, floodwalls, dams, spillways, pumping stations, stilling basins, hydraulic flow control structures, bridges, buildings, infrastructure (road and utility) systems, site engineering, and Operations and Maintenance (O&M) manuals. In addition, MGE has provided engineering services to local agencies such as Sacramento Area Flood Control Agency (SAFCA), West Sacramento Flood Control Agency (WSAFCA), Alameda County Flood Control and Water Conservation District (ACFCD) and Contra Costa County Flood Control District (CCFCD).

The following pages contain a sampling of MGE's recent project experience similar to this project. The projects shown include engineering and design services for civil works projects, such as preparation of design reports, engineering studies, cost estimates and construction schedules, calculations/analyses, and construction plans/specifications suitable for use in competitive bidding processes, as well as engineering support during construction. Each project summary includes: MGE's role in the project, contract value, project timeline, project owner and location, contact name and title, address, telephone number, and email address.

Project Name and Location	Knights Landing Flood Management Project, Sites 9, 10, and 11, Yolo County, CA
Project Description	Yolo County evaluated this levee reach as part of a larger overall project to improve flood protection to the town of Knights Landing. The larger project included constructing a new levee, improving the Knights Landing Ridge Cut (KLRC) levee, and making improvements on the other levee segments surrounding Knights Landing. This particular project included four levee reaches between approximate Levee Mile (LM) 0.9 to 4.2 corresponding to approximate Yolo County Service Area-6 (County) Levee Stations 49+25 to 223+00. The project limits addressed the need for seepage mitigation between LM 0.9 to 4.2.
MGE Role	As part of a 2012 USACE Task Order for the Sacramento River Flood Control System Evaluation Phase III Mid-Valley Area Levee Improvements, MGE prepared plans, specifications, Design Documentation Report (DDR), Engineering Considerations and Instructions for Field Personnel (ECIFP), determined real estate requirements and prepared a MCACES II cost estimate for the levee improvements for Site 9 (LM 2.7 to LM 2.9), Site 10 (LM 3.02 to LM 3.22), and Site 11 (LM 4.3 to LM 5.4). A County road occupies the crest of the levee for the entire length of Site 11. It was necessary for MGE to closely coordinate the design of Site 11 with the Yolo County Department of Transportation to provide for the appropriate roadway design and plans for a detour during construction. Due to funding issues, the project improvements were not constructed.

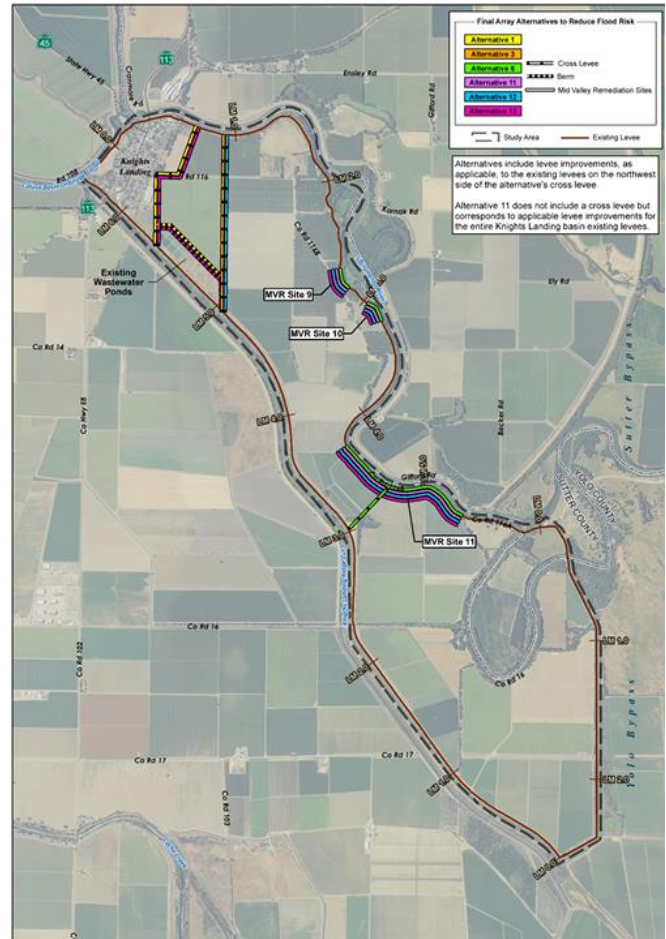
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In 2021 the Sites 9, 10 and 11 levee improvement design was funded by a Small Communities Flood Risk Reduction Program Grant through the Department of Water Resources (DWR). MGE was tasked with the redesign of the levee improvements for Sites 9, 10, and 11 in order to update plans to current levee standards and to include the changes listed below. Changes in design included:

- Soil Bentonite Cutoff Wall extension (sites 9 and 10): a total of 200 feet for each site (100 feet north and 100 feet south of the 2012 cutoff wall) to accommodate the lead in trench needed for construction of the cutoff wall.
- Operation and Maintenance Road: In 2012, a 20-foot operation and maintenance road at the landside toe was proposed for the project. For the redesign, no operation and maintenance road is proposed to avoid impact to orchards and row crops.
- Top of Levee Design: After construction of the cutoff wall, the levee would be constructed back to its existing elevation or existing elevation plus 3 feet over WSE, whichever is higher.
- For Site 11, cut off walls were deleted, and MGE designed a 14-foot wide stability berm and an 85-foot seepage berm to control under and through seepage.
- County Road 116B was realigned to take advantage of the 14-foot stability berm and provide parking along the waterside of the levee.



MGE prepared design plans, specifications and estimates for the right bank of the Sacramento River levee between levee miles (LM) 2.7 and 5.4 (also referred to as the Mid-Valley Levee Reconstruction Project Sites 9, 10 and 11) and the widened parking area near Wild Irishman Bend. In addition, MGE supported Yolo County during the 408 permit process. The project is under USACE jurisdiction therefore 408 permissions were required. MGE was also tasked with providing design support services during construction of all three sites. Sites 9 and 10 were constructed in 2022/2023 and certified in 2024. Site 11 has received 408 clearance and is waiting for construction funding.

Original Value Plus Contract Amendments	Original Contract Amount: \$574,434, Total Amendment Amount: \$225,000 - New Contract Total \$799,454
Project Timeline	1-2021 to Present
Project Owner	Yolo County Department of Water Resources
Client Contact	Nicole Ortega-Jewel, Project Manager, c/o MBK Engineers, 455 University Avenue, Suite 100, Sacramento, CA 95855, 916-456-4400, ortega-jewell@mbkengineers.com

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Project Name and Location	Yolo Bypass East Levee Project Design, West Sacramento, CA	
Project Description		
<p>The project purpose is to reduce the overall flood risk to the City of West Sacramento, California. An unacceptably high flood risk from levee failures threatens public safety, property and critical infrastructure. Rapid inundation of the urbanized area could occur with minimal warning and evacuation time.</p>		
<p>Due to Federal budget constraints, the non-federal sponsor, West Sacramento Area Flood Control Agency (WSAFCA), assumed the lead role in the Yolo Bypass East Levee (YBEL) Project. The USACE's 2016 General Reevaluation Report (GRR) documented YBEL's under-seepage history and slope instability. The project involves reducing levee seepage and slope instability for levee reach Segments AA through AE. The GRR recommended landside slope flattening, a 40-foot-deep cutoff wall in Segment AA, and a 100-foot deep cutoff wall for Segment AE. WSAFCA, California Department of Water Resources (DWR) and the MGE-led project team worked closely with the USACE Sacramento District on all design processes, including bi-weekly PDT meetings. The design process followed USACE project delivery methods and underwent standard USACE design reviews (DQC, ATR, SAR, and BCOES). In addition, a USACE led Risk Cadre performed a risk based analysis for the project.</p>		
MGE Role		
Project Management		
<p>MGE, as the prime consultant and designer of record, led the A-E design team. MGE managed the consultants including: surveyors, hydraulics engineers, geotechnical engineers, mechanical/electrical engineers, and cost engineers. MGE managed the cross-functional team while closely interacting with WSAFCA, DWR and the USACE to coordinate timely reviews and manage the fast-track schedule. The tight schedule was required to have the project ready for new start funding. MGE's close communication and coordination with the project sponsors and the various USACE departments (environmental, real estate, hydraulics, and civil/structural design) allowed MGE to deliver final PS&E within 22 months from notice to proceed and made the project eligible for new start funding opportunities.</p>		
Design		
<p>Geotechnical – Blackburn Consulting filled geotechnical data gaps with supplemental exploratory drilling, laboratory testing, and geotechnical analysis, for Segments AA, AD, and AE after Drilling Program Plan (DPP) approval. Segment AD was not included for improvements in the GRR but had a history of slope instability and seepage. Rigorous Geotechnical analyses showed a stability berm was a cost-effective solution for Segment AA, in lieu of a cutoff wall, and the hydraulic exit gradient in Segment AE was within USACE criteria negating the cut-off wall. Blackburn determined that a toe drain in Segment AD with a new pump station should replace the AE improvements while reducing overall project costs. The analyses and recommendations were included in a Geotechnical Data Report (GDR) and a Geotechnical Basis of Design Report (GBODR). The decision to revise the design was reached through close and extensive consultation with USACE geotechnical staff. The revised design provided protection in accordance with USACE and DWR criteria, satisfying the project's intent.</p>		
<p>Civil - The civil design included the Segment AA stability berm, Segment AD toe drain and pump station, waterside stone protection between the Deep Water Shipping Channel and I-80 (for low flow wind-wave protection), selection of staging areas, and the project haul routes. The toe drain and pump station design included determining the quantity of flow to be collected by the drain and conveyed to the pump station,</p>		

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pump and valve sizing and selection, designing the outfall piping through the levee, and location design of the outlet structure. The lead civil engineer performed the hydraulic analysis of levee seepage, and prepared the project specifications, DDR, EDR, and ECIFP.

Structural - MGE prepared structural design and details for the pump station. Based on geotechnical parameters, MGE performed the structural calculations for the wet well walls and roof, and the outlet structure. Considerations included lateral soil pressure, uplift, and HS20 loading for the structure and roof. Also provided: quantities for cost estimating and input for the specifications.

Construction:

Due to funding constraints, separate bid packages were required, one for YBEL South levees (Segment AA) and the other for YBEL North levees (Segment AD). MGE is providing Engineering During Construction (EDC) services to the USACE Sacramento District contracts W9123819D0004/W9123823F0023. The MGE team is making site visits, attending meetings, reviewing construction submittals and Requests for Information (RFIs), construction observation, design revisions, preparation of modification documents, geotechnical quality assurance services and testing, and other work items, as necessary. construction was completed in 2024 for the YBEL South reach, the YBEL North reach is approximately 90% complete.

Original Value Plus Contract Amendments	Design: \$2,239,551.41, Construction Support: \$296,106.58 Est. Construction Cost: \$18,753,606.82
Project Timeline	2021 - 2025 (Expected)
Project Owner	West Sacramento Area Flood Control Agency (WSFACA), US Army Corps of Engineers and CA Dept. of Water Resources are Project partners
Client Contact	Paul Dirksen, WSAFCA GM, 1110 W Capitol Ave, West Sacramento, CA 95691, 916-617-4560, pauld@cityofwestsacramento.org Heath Kirkwood, PM (USACE), 1325 J Street, Sacramento, CA, 95814, 916-557-5187

Project Name and Location	Yuba River Basin, Marysville Ring Levee, Phase 2B & 3, Marysville, CA
Project Description	



"The goal of this project is to strengthen the ring levee and to protect the City of Marysville from water infiltration," said project manager Roberta Tassej. "This phase is the largest construction segment of our project, and consists of open trench and deep soil mixing methods."

The Marysville Ring Levee (MRL) is a multi-phase project that will upgrade the levee system and strengthen the existing levee system by implementing additional measures to reduce the likelihood of through- and under-seepage. The USACE is partnering with the California Central Valley Flood Protection Board and the Marysville Levee District. The project will surpass the 200-year-level flood risk requirement for urban areas, making Marysville one of the lowest at-risk cities in California's Central Valley after all flood reduction measures are constructed.

MGE Role

Design

MGE completed the design for Phase 2B, which consisted of improvements to 5,150 linear feet of the MRL. Since the Phase 2B improvements are a mixture of strengthening a portion of the existing levee and the construction of two set-forward levees, the project has been divided into three segments. Levee improvements include construction of a soil-bentonite cutoff wall along the existing and realigned levees, location and closure of abandoned historic sewer tunnels, relocation of utilities, improvement of landside and waterside patrol roads, and improvements to levee embankments including correction of bank slopes. MGE was responsible for the design of the cutoff walls and levee realignment for Phase 2B.

In addition to the preparation of the PS&E, MGE was responsible for the preparation of: DDR, ECIFP, oversight of MCACES II cost estimate (prepared by a sub-consultant), and Real Estate Take Mapping. The

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location and closure of the historic sewer tunnels and utility relocation was performed by MGE's joint venture partner, under MGE's direction and supervision.

Upon completion of Phase 2B, MGE was issued a task order to complete the final design for Phase 3 (90% had been completed by the USACE San Francisco District), and combine the final design packages into a single package for advertising and award for construction. This required modification of the Phase 2B documentation to incorporate Phase 3. Phase 3 extends northeast of 2B approximately 9,700 linear feet where the cutoff wall extends east. Due to the differing depth of the cutoff off wall, the project is broken divided into 3 reaches: Reach 1 (3,100 linear feet), Reach 2 (6,641 linear feet), Reach 3 (300 linear feet). The cutoff wall in Phase 3 is a mix of soil bentonite installed using conventional methods and soil cement bentonite installed using the Deep Mix Method (DMM). USACE cost estimators completed Phase 3 estimates.

In June 2022, under contract #W91238-19-D-0004, MGE received a Task Order to update the Phase 2B plans to reduce the Project limits to avoid conflict with PG&E utilities due to real estate limitations. MGE has completed this design update and Phase 2B began construction in 2023.

Construction:

The USACE Sacramento District awarded a \$22.5 million construction contract for 2.8 miles of improvements to the levee that surrounds Marysville, CA. MGE provided engineering during construction services for Phase 3 between 2021 and 2023. Construction of the Phase 3 improvements is now 100% complete. Additionally, under a separate contract (#W91238-19-D-0004) MGE is currently providing design support during construction for Phase 2B. Services provided by MGE include site visits, review of construction submittals, responding to requests for information (RFI's) submitted by the construction contractor, preparation of design revisions in support of contract modifications for work not associated with any errors and omissions, coordination among stakeholders, and verification of compliance with permit requirements and design criteria.



Original Value Plus Contract Amendments	Design Phase 2B: \$989,804.07 Phase 2B revision and Phase 3 Design: \$421,309.60 Support During Construction (Phase 3): \$94,368.50 Phase 2B Update: \$ 128,041.98 Support During Construction (Phase 2B): \$59,943.21
Project Timeline	2019 to 2023 (Phase 3), 2019 to 2024 (Phase 2B)
Project Owner	USACE, Sacramento District 1325 J Street, Sacramento, CA, 95814
Client Contact	Roberta Tasse, Senior Project Manager - Civil Works, USACE 1325 J Street, Sacramento, CA, 95814, 916-557-7290, Roberta.tasse@usace.army.mil

Required Statements

- MGE is a Minority Business Enterprise (MBE) firm.
- MGE acknowledges that FEMA financial assistance will be used to fund this contract. MGE and our subconsultants will comply with all applicable federal laws, regulations, executive orders, and FEMA policies, procedures, and directives if awarded this contract.
- MGE is not listed on the System for Award Management website's Excluded Party Listing System. A printout providing verification of the statement is appended at the end of this submittal.
- Key staff (including any sub-consultants) who would be assigned to perform services under this contract include:

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- Stephen Hawkins, PE, QSD (Project Manager, QA/QC, Construction Support)
- Bradley Reichel, PE, QSD (Civil Design Lead, Construction Support)
- Kevin Tillis, PE, GE (Geotechnical QA/QC, Construction Support)
- Callan Yu, PE, GE (Lead Geotechnical Engineer/Field Services, Construction Support)
- Dennis Barber, PLS (Survey Lead)

Name/Firm	Education	Registration	Knights Landing Flood Mitigations Project Experience	Other levee Design/Construction Project Experience	Experience working as a team
Stephen Hawkins, PE, QSD MGE Engineering, Inc.	BS/1980/Civil Engineering MBA/1991/Business Admin.	1983/Civil Engineering/CA #36556 2015/Qualified SWPPP Developer	✓	✓	✓
Bradley Reichel, PE, QSD MGE Engineering, Inc.	MS/2011/Civil Engineering BS/2009/Civil Engineering	2012/Civil Engineering/CA # 80306	✓	✓	✓
Kevin Tillis, PE, GE Shannon & Wilson	MS/1986/Civil Engineering BS/1983/Civil Engineering	Registered Professional Civil Engineer, CA (41180) Registered Professional Geotechnical Engineer, CA (2160)	✓	✓	✓
Callan Yu, PE, GE Shannon & Wilson	MS/2010/Civil Engineering BS/2007/Civil Engineering	Registered Professional Engineer - Civil: CA (77899) Registered Professional Engineer - Geotechnical: CA (3117)	✓	✓	✓
Dennis Barber, PLS Wood Rodgers	BS/1999 Surveying	Professional Land Surveyor, CA #8067	✓	✓	✓

Resumes including, education, registrations, and relevant project experience are appended to this proposal.

Subconsultants

MGE will use two subconsultants for this project.

Shannon & Wilson

Since 1954, Shannon & Wilson has provided geotechnical and environmental engineering services and construction testing and inspection services to private clients, and federal, state, and local governments. Today they maintain offices across the country, with over 30 technical staff in California and 350 staff firm-wide. Shannon & Wilson combines local experience with the specialized expertise and resources of our nationally recognized engineering services to deliver successful projects for their clients. The firm provides geotechnical design services on a range of projects, from the technically complex with major capital improvement costs to smaller-scale projects with limited budgets. In the past decade, most of the water resources work has been primarily for levee districts, municipal improvement districts, conservation agencies, water agencies, and private landowners. More than half of this work has been on flood protection infrastructure projects including design and/or evaluation of 30 dams, hundreds of miles of levees, and numerous multi-benefit projects. Shannon & Wilson will perform any needed geotechnical services required. Shannon & Wilson were selected for these services due to their staff involvement in the Knights Landing Flood Mitigation Project. Kevin Tillis (formerly of Hultgren and Tillis) has been providing geotechnical services along the Knights Landing levees since 2010. He is named as a “Key Staff” member and his resume outlining experience is also included as part of this submittal. Callan Yu, also named as key staff is currently working together with MGE on the Knight’s Landing project (Sites 9, 10, and 11).

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Wood Rodgers, Inc.

Wood Rodgers, Inc. (Wood Rodgers) is a California S-Corporation with a staff of over 360 employees, including professionally registered engineers in civil, geographic information system (GIS), transportation, traffic, structural, mechanical, and geotechnical fields; licensed hydrogeologists; professional land surveyors; and certified floodplain managers. For over 28 years, Wood Rodgers has built a highly capable water resources practice specializing in riverine analysis, flood control, and groundwater management. Their team has extensive experience in feasibility studies and final design for flood risk reduction and multi-benefit projects, including levee strengthening, setbacks, detention basins, weirs, pump stations, and other critical hydraulic infrastructure. Wood Rodgers recently provided hydrologic and hydraulic modeling for the Yolo County - Knight's Landing Drainage Analysis, evaluating existing drainage infrastructure, flood risks, and potential system improvements to enhance community flood resilience. Additionally, Wood Rodgers completed a 5-Year Capital Improvement Review for the Knight's Landing Community Services District, assessing infrastructure needs and prioritizing future investments to improve water, wastewater, and stormwater systems. With direct expertise in levee design and FEMA-funded mitigation projects, Wood Rodgers is well-equipped to support Yolo County in delivering a resilient and compliant solution for the Sacramento River West Levee Improvements Project. Wood Rodgers will provide as-needed surveying services for this project. Wood Rodgers was also selected due to their staff involvement in the Knights Landing Flood Mitigation Project. Wood Rodgers is currently working alongside MGE to provide survey services along the Knight's Landing levee Sites 9, 10, and 11 as part of the MBK team. Key staff resumes outlining experience are also included as part of this submittal.

Neither of the subconsultants named above are small businesses. However, MGE is a small minority-owned business and proposed prime consultant for this project. MGE will perform more than 75% of the work on the project and can therefore confirm compliance with all necessary steps identified in 2 CFR section 200.321(b)(1)-(5).

Team Collaboration

MGE and Shannon & Wilson have collaborated on numerous proposals, teaming arrangements and projects for more than 15 years. Some relevant projects include those listed below. For these projects, MGE is the prime consultant and Shannon & Wilson provided needed geotechnical engineering and investigation services.

- Knights Landing Flood Management Project, Mid-Valley Levee Reconstruction, Sites 9 & 10 | Yolo County, CA – Constructed 2024
- Knights Landing Mid-Valley Site 11 Levee Improvements, Right Bank Sacramento River | Yolo County, CA – Construction expected to be complete 2025
- Mid-Valley Area Phase III Area 3, Left Bank Knights Landing Ridge Cut, Sites 12, 12A, and 13 | Yolo County, California – Constructed 2016
- Rodeo Valley Bridge and Trail Improvements | Marin County, CA – Constructed 2012
- Zone 6 "L" Line Flood Protection and Restoration, Alameda County, CA – Constructed 2017
- Dutch Charlie Bridge Replacement: Geotechnical Services | Mendocino County, CA – 100% design complete, construction expected in 2025/26
- Harney Lane Bridge at North Paddy Creek Scour Countermeasure 29C-0341: Geotechnical Services | San Joaquin County, CA – MGE is currently completing 95% PS&E
- Knights Ferry Bridge: Hazardous Material Survey | Stanislaus County, CA – Project awarded to MGE in 2024, in the preliminary engineering phase.

In 2010, MGE and Wood Rodgers formed an unrestricted business Joint Venture to pursue an IDIQ contract with the USACE. Under this contract the two firms worked together successfully completing projects such as:

- **Yuba River Basin, Marysville Ring Levee, Phase 2B & 3, Sacramento County, CA** – MGE was the prime consultant for design of this project that has spanned several years and continued under multiple contracts. Wood Rodgers performed utility engineering, designed excavation plans to located the two

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historic sewer tunnels, and provided QA/QC services as part of the development of Phase 2B under the JV contract.

- **South Sacramento Streams Flood Damage Reduction Project, Florin Creek Channel Improvements, Sacramento County, CA** – MGE provided civil and structural engineering services and Wood Rodgers provided surveying services and hydrology services to support a Conditional Letter of Map Revision (CLOMR) for the post project flood protection. The project involved widening Florin Creek along a mile-long section, and included modifications to increase channel capacity and provide 100-year flood protection.
- **American River Common Features, Levee Improvements, Site L9 and R10, Sacramento County, CA** – MGE prepared an alternatives analysis report and PS&E to close the gap at two large diameter sewer force mains that were penetrating the levee near CSU Sacramento. The selected remediation was to use the jet grout method along the centerline of the levee crest for this 148-foot closure. Wood Rodgers prepared an alternatives analysis report and PS&E to close the gap in a cutoff wall at site R10 at the south approach to the Watt Avenue bridge; a jet-grout cutoff wall was selected for the remediation approach.
- **American River Common Features Levee Improvements, Natomas Reach H and Reach D, Sacramento County, CA** – MGE completed 65% design of improvements to Reach D. Wood Rodgers completed design and PS&E for the Natomas Basin Reach H portion of the project, and MGE provided Independent Technical Review (ITR) of the project documents.

The USACE exercised four of the 1-year options to extend this contract and performance ratings received were 75-80% “Very Good”, with some categories being rated “Exceptional”.

Additional transportation projects where Wood Rodgers and MGE have teamed together include:

- County of Mendocino: Camp 1 Ten Mile Road over South Fork of Ten Mile River Bridge Replacement (Awarded 2024)
- County of Monterey: On-Call Bridge Design Services, Various Bridge Projects (2021)
- Town of Paradise: On-Call Civil Engineering Services (2020-2024)
- Tuolumne County Transportation Council, Professional Engineering & Transportation Planning Consulting Services (2020-2023)
- Tuolumne County, On-Call Civil Engineering Services (2018-2023)
- County of Calaveras: 2017 Winter Storm Recovery Project Delivery Services – Canyon View Drive & Utica Drive (2018)

MGE understands that Yolo County reserves the right to approve MGE’s project manager and any requested personnel and subcontractor changes during the course of the contract.

Levee Design Experience

In addition to the project references shown earlier in this proposal, MGE has provided design services for the following:

Mid Valley Area Phase III Area 3, Left Bank Knights Landing Ridge Cut, Sites 12, 12A, and 13, Yolo County, CA - Design of levee improvements along a 18,000-foot-long segment of the left bank of the Knights Landing Ridge Cut at approximately channel mile (CM) 2.8 to 5.0 (site 12), CM 2.0 to 2.8 (site 12A), CM 1.6 to 2.0 (site 13). The work included surveying and topographic mapping, reviewing existing subsurface data and laboratory test results; confirming the USACE design recommendation through seepage analyses and slope stability analyses; preparing construction plans and specifications; Design Documentation Report (DDR); identification of needed relocations including utilities; developing rights of way and temporary construction easement requirements; ECIFP report, and MCASES MII cost estimate. The estimated total construction cost was approximately \$10 million.

American River Common Features, Levee Improvements, Site L9, Sacramento County, CA– As part of the program to complete the upgrading of American River levees, the USACE, with SAFCA as the sponsoring agency, developed a project for upgrading non-remediated segments that were skipped when

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the balance of the system was remediated with slurry cutoff walls. The USACE developed a Remediation Methods Report (RMR) identifying 3 alternatives that were evaluated by MGE. The Jet grout method was selected to remediate this segment along the levee crest centerline to close a 148-foot gap. MGE completed the PS&E for the closure which has a constant depth of 60 feet, a 1-foot clay cap and 12-foot overlaps at each end of the existing slurry wall. Design: \$915,693. The estimated total construction cost is approximately \$2.5 million.

American River Common Features, Natomas Reach H and Reach D, Sacramento County, CA - MGE was responsible for the 65% design of improvements to Reach D. This portion of the project included closing the windows left at the decommissioned Bennett and Northern Pumping Plants with bentonite slurry cutoff walls; removal of the discharge piping from these pump stations across the levee and the outlet structures in the NCC; and relocation of the outfall pipes for Pumping Plant 4. Reach D Design: \$506,612.73, Reach H Design: \$909,233.67, Estimated Construction Cost: \$50 million.

In addition to our design work mentioned above, MGE is experienced in verifying proper operation and maintenance, evaluate operational adequacy and structural stability, review design criteria to identify changes in current design standards, identify features to monitor over time and to communicate the overall condition of levee systems, as demonstrated in the completed projects listed below.

Periodic Levee Inspections, USACE Sacramento County, CA – MGE performed inspection of levees and structures located along the following levee systems.

- American River right bank, Unit 3 (10.9 miles), Natomas Main Drainage East Canal (NMDEC), Unit 2 (1.25 miles) and Arcade Creek left bank, Unit 1 (2.06 miles).
- Dry Creek left bank, Unit 6 (2.34 miles), NMDEC, Unit 2 north (2.59 miles) and Arcade Creek right bank, Unit 7 (1.87 miles).
- Dry Creek right bank, Unit 8 (1.59 miles).
- American River left bank, Unit 4 from LM (10.67 miles), Sacramento River left bank, Unit 5 (0.41 mile), Sacramento River left bank, (3.69 miles), Sacramento River left bank, Maintenance Area (MA) 9 (19.35 miles).

Periodic Levee Inspections, USACE Sutter County, CA – MGE performed inspection of levees along the Feather River right bank and Sutter Bypass east bank, including:

- Feather River-Hamilton West Levee south of Afterbay outflow dam (1.29 levee miles).
- Maintenance Area 07 (11.86 levee miles).
- RD 0777- Live Oak Maintenance Area 16 (4.06 levee miles).
- LD9 - Sutter County (6.24 levee miles).
- LD 1 - Sutter County (16.28 levee miles).
- Maintenance Area 03 (5.11 levee miles).
- Sutter Bypass - East Levee south of Wadsworth Canal (17.43 levee miles).
- Wadsworth Canal - Unit 1, left bank (4.63 levee miles).
- Interceptor Canal - Unit 2, east canal (3.03 levee miles).

Periodic Levee Inspections, USACE, Iowa - MGE staff performed periodic levee safety inspections (PIs) on approximately 29 miles of levee located along various rivers throughout Iowa. Inspections were done on the following systems:

- The “Denison – East Boyer River RB” levee system consists of a single segment that protects the concentrated residential, business and industrial area of Denison. The total length of the system is approximately 1.21 miles. The “Ida Grove – Maple River RB” levee system consists of the right bank of Maple River. The total length of the system is 0.80 miles, comprised of 0.80 miles of channel.
- The “Little Sioux LB & Maple River RB - Intercounty” levee system is a single levee segment that protects the area to the east of Little Sioux River, south of Wilcox Ditch and un-named Ditch, and west of Maple River. Pertinent system features include: approximately 11.31 miles of levee/channel, 18 drainage structures, riprap, and sod cover.

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- The “Red Oak – East Nishnabotna LB” levee system consists of a single segment that protects the concentrated residential, business and industrial area of Red Oak. The total length of the system is approximately 2.11 miles.
- The “Sioux City – Big Sioux River LB” levee system is located on the left bank of the Big Sioux River. The system consists of one segment. The system contains 1.38 miles of levee, 3.67 miles of improved channel, and 24 drainage structures, and 1 closure structure.
- The “Sioux City – Floyd River RB” levee system consists of a single segment that protects the concentrated residential, business and industrial area of Sioux City. The total length of the system is approximately 7.26 miles.

Periodic Levee Inspections, USACE, St. Jude to Venice, Plaquemines Parrish, LA - MGE managed and led inspection teams to perform Periodic Inspections (PIs) for the St. Jude to Venice Levee System located in the vicinity of Port Sulphur, Empire, and Venice, LA. The 73.44-mile ring levee system is made up of 66.15 miles of levee and 7.29 miles of floodwalls which collectively provide flood damage reduction to a defined area. MGE provided civil and structural engineers for the levee inspection teams and was responsible for the preparation of the Periodic Inspection Report for the St. Jude to Venice ring levee system, which included a separate PI for the Empire Flood Gate.

Past Performance

Below are quotes from several relevant past projects that are shown to demonstrate MGE’s past performances completing projects with tight deadlines and in a cost-effective manner.

YBEL - “Contractor easy to work with, professional and timely with deliverables. ... Extremely satisfied with overall performance. Top notch firm and team.”

*– Yolo Bypass East Levee Design and
Greg Fabun, General Manager, West Sacramento Area Flood Control District (WSAFCA)*

“The project manager Steven Hawkins has played a huge part of this positive interim rating. He is personable, works well under pressure while maintaining a positive attitude, and has an exceptional ability to provide the requirements, which are especially critical to our project delivery team’s need to meet strict customer deadlines and demands.”

*- Yuba River Basin, Marysville Ring Levee, Phase 2B & 3
Rick Torbik, Chief, Civil Design Section B, USACE Sacramento*

“MGE has met the governments scheduled dates for all required deliverables on or ahead of schedule. MGE has adequately scheduled their workload to meet the project schedule milestones for plans, specifications, and reviews.

MGE is supporting USACE during physical construction in providing response in a timely manner to address submittals and request for information from the construction contractor. ... MGE completed the Geotechnical Analysis and identified a design that addressed the needs of the project and that resulted in a cost savings of construction funds to the government. “

*- Yuba River Basin, Marysville Ring Levee, Engineering During Construction (EDC)
Michaela Morgan, Lead Civil Engineer, USACE Sacramento*

“The AE exercised sound engineering judgment to effectively address design and technical issues. The plans developed by MGE were well coordinated and received few comments “

*- Sacramento River Flood Control System Evaluation Phase III, Mid-Valley Area Levee Improvements, Sites 9, 10, 11
Rick Torbik, Chief, Civil Design Section B, USACE Sacramento*

“The AE has stayed within the original task order budget, despite changes in geotechnical requirements and design changes. The AE has prepared several handouts for meetings, and performed several iterations of the Reach H Real Estate Mapping not included in the original SOW. ... The AE has had consistent management throughout this task order. Both Wood Rodgers and MGE were always accessible, and available to attend meetings. When the Project Manager was not available, other AE representatives seamlessly provided support. “

*- American River Common Features, Natomas Reach H and Reach D
Markus Boedtger, Civil Engineer, Corps of Engineers, Sacramento District*

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“The overall quality, completeness, and performance of work for all sites was very good, with some individual attributes of the Contractor’s performance being rated exceptional the jet grout specification was originally supposed to be provided by the Corps jet grout expert, but ultimately had to be written by the Contractor. The Contractor took on this work and did so without incurring any slip in schedule. Despite all of the delays and revisions we presented them, the Contractor was still able to submit the final plans and specifications for each site on time and within our negotiated budget, clearly exceeding our expectations. “

*– American River Common Features, Levee Improvements, Site L9
Peter Valentine, Civil Engineer, USACE*

“Excellent technical work. This task was unusual and difficult as it involved the assessment of structural capacity and displacements of an existing series of culverts subjected to loads induced by jet grouting. The AE provided key assistance in developing the scope in such a way that allowed: the schedule to be met and the appropriate level of technical evaluation.”

*- American River Levee Strengthening Project, Sacramento
Thomas Trainer, PE, Chief, Engineering Division, USACE,*

3. Responsiveness/Responsibility

- ✓ Has your agency, or any officer of your agency, defaulted on a contract? No
- ✓ In the past five (5) years, has any claim been filed in court against your agency or any officer of your agency? No
- ✓ Has your agency ever been suspended, decertified, or barred by any governmental agency from providing services, even temporarily? No
- ✓ Include your EIU number (formerly called DUNS number): UZ54JGL6XCQ3
- ✓ The paragraph below briefly describes how MGE resolves conflicts.

MGE attends regular Project Development Team (PDT) meetings for all projects that are undertaken. In addition, MGE’s Project Managers hold regular weekly project meetings to discuss staff availability, conflicts, project progress, and other items that evolve from week to week. Should a conflict arise that cannot be handled during these regularly scheduled meetings, MGE aims to ensure that conflicts are addressed and resolved in a constructive manner. This involves communication between team members during impromptu meetings where team members can express their concerns and engage in discussions that will resolve said conflict. MGE’s assigned Project Manager is responsible for initiating these meetings whether it is to resolve an in-house conflict, a team conflict, or a conflict with a client or contractor. Before initiating a conflict resolution meeting, MGE’s Project Manager familiarizes himself/herself with the extent of the conflict (including any communications between the conflicting parties). Meetings are arranged to accommodate as many involved parties as necessary, meetings can be held as conference calls, video conferences, or in-person meetings. Another effective way that MGE resolves conflicts is by email communication. For this type of communication, each party then has a written reference to refer to when gauging the timely resolution of a conflict. Subsequent meetings can be scheduled to keep up to date of the projects progression and positive resolution to conflicts. Meetings are just the start to resolving conflicts between team members, clients and stakeholders, however this may be the most important part of conflict resolution.

When handled appropriately, conflict can spark innovation and bring about positive change within a team and for the ultimate outcome of the project.

- ✓ The following paragraphs briefly describe MGE’s methods, approach, and controls used on projects in order to complete them in an effective, timely, economical, and professional manner.

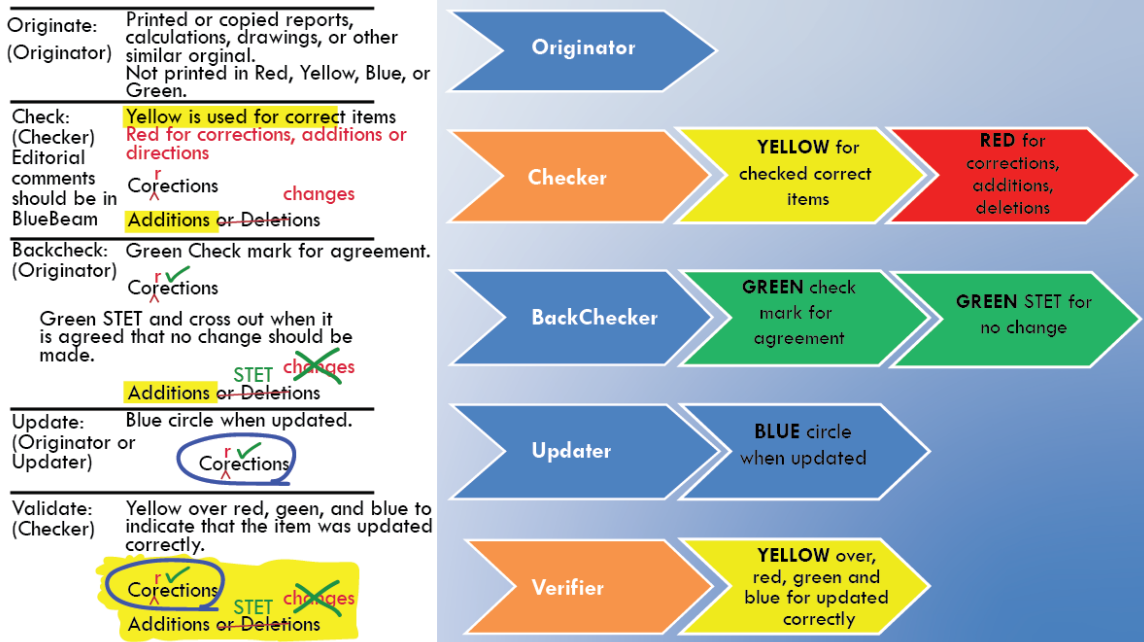
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It is MGE's goal to continually achieve individual, product, service and process innovation to significantly improve overall business performance. MGE's approach to successfully delivering projects includes a method of checking and back-checking that has proven to be effective. For example:

- MGE has transformed its QC process from paper and pencil to electronic review and approval. Because MGE provides engineering services on signature projects like California's High Speed Rail, Los Angeles World Airport, and the Yerba Buena Island Improvements for the San Francisco Transportation Authority, a chain of custody review process is necessary. MGE has moved to Bluebeam software for electronic review, back-check, and approval QC processes (see QC chart below). Within Bluebeam, the MGE Project Manager assigns color-codes to reviewers, designers, and project quality control engineers. Bluebeam tracks color-codes for reviewers and review levels/types, and the entire review process through the software. The reviewer's names, comment dates and times, and color-code for the level of review is entered and tracked within the software. Anyone can see the project review process status, and status of open comments, back-checked comments, and closed comments. This electronic process has streamlined our reviews and provides a trackable real-time document that is backed up on our server and preserves the QC process through design and construction.



- Additionally, MGE has incorporated a “Plans in Hand” review into its QC process. This task involves taking a set of plans to the project site at the 95% design stage to ensure the proposed improvements will fit the site and identify any conflicts which need to be addressed. Where new alignments or temporary detours are being designed, MGE will have the centerline of the alignments staked to confirm the designed alignments fit within the physical environment. This field review process allows the designer to see the plans in context and provides useful feedback and input prior to reaching 90% design level.

4. Project Approach

Work Plan

This project includes engineering services to complete LM 4.0 to LM 5.3 along the Sacramento River. MGE has been involved in this reach of levee improvements since 2010. It is our understanding that Site 9 (LM 2.7 to LM 2.9) and Site 10 (LM 3.02 to LM 3.22) have been constructed. Design for Site 11 is currently 90% complete. For Site 11 (LM 4.3 to LM 5.4), MGE understands our role for this portion of the levee

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reach would be to complete design to the 100% construction-ready-level and to provide engineering support during construction.

Since MGE has been the sole engineering firm throughout the life of this project, the firm has all the design files and background documents necessary to complete the designs. The design engineers assigned to the project prepared the plans and specifications for the current project and the Project Manager (Stephen Hawkins) has led this project since 2012. This continuity in staffing will maximize the value to the County, because there will be no need to review the existing background and design documents. MGE will be able to immediately begin work without delay.

The following is a general task list of services to be provided under Phase 1:

Task 1 – Project Management

- Work with the County to develop and maintain a project schedule.

Once MGE is provided with a Notice to Proceed, MGE's project manager will schedule a meeting with the County's project manager to confirm the project scope of work and required tasks. During this meeting, MGE and the County will discuss the deadlines and delivery requirements of the FEMA grant. Once the deadlines and scope have been agreed to, MGE will prepare a project schedule to meet the task deadlines.

- Provide support to the County to seek community input on project development of the project designs (as needed).

For this project, the Community outreach involved meeting with the adjacent landowners to describe the project limits of work and coordinate the relocation of their irrigation facilities. Under the previous SCFRRP grant, MGE assisted MBK with landowner meetings and the provision of progress drawings so the landowners could relocate any facilities in conflict with the levee improvements. MGE will support the County with any landowner outreach that may be needed for the portion of the project between LM 4.0 and LM 4.3 to resolve any irrigation facility conflicts that were not previously addressed.

- 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.

MGE will incorporate all regulatory agency and FEMA review comments on the draft plans. For the portion of the project from LM 4.3 to LM 5.3, the plans and specifications have already been reviewed by USACE and the CVFPB as part of the 408-permission process. It is expected that FEMA will also need to review the plans and MGE will respond and incorporate the resulting FEMA comments. For the remaining portion of the project (LM 4.0 to LM 4.3) the plans and specifications were submitted to USACE for 408 review in December 2024. Any comments from the 408 review, and FEMA review, will be reviewed, responded to, addressed, and incorporated into the 100% design package.

Shannon & Wilson will perform additional exploration and analysis to address seepage, stability, and seismic factors that will inform the civil design of the levee. Their scope of work is fully detailed under the Project Understanding/Geotechnical Engineering section that follows the Task 2 description of work.

Wood Rodgers will perform as needed ground topographic surveys to pick up existing features not captured with the aerial LiDAR survey that has been previously performed. These existing features are anticipated to be irrigation facilities and power poles within the limits of work for the levee improvements. The survey scope of work is fully detailed under the Project Understanding/Surveying section that follows the Geotechnical Engineering description of work.

Task 2 – Final Design

- Prepare 100% designs.

After responding to comments from FEMA (LM 4.0 to LM 5.3), USACE and CVFPB (LM 4.0 to LM 4.3), MGE will revise the plans and specifications and update the design documents. Once Shannon & Wilson has completed

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their additional data collection and analysis (LM 4.0 to LM 4.3) and Wood Rodgers has completed any needed field surveys (LM 4.0 to LM 4.3), MGE will complete the 100% plans and specifications. Currently, the plans and specifications for LM 4.0 to LM 4.3 and LM 4.3 to LM 5.3 have been prepared as two separate design packages. This was done to facilitate 408-permission review of each element, since the LM 4.3 to LM 5.3 design was completed before the northern portion was completed and submitted to USACE for review. It is anticipated that these two packages will be combined at the 100% design level into one design package, which will facilitate the bidding and construction of LM 4.0 to LM 5.3 as one project.

Once the design documents have been combined, they will be submitted for final review and approval.

- Develop a construction cost estimate at the 100% design level.

MGE will prepare a 100% construction cost estimate for the complete project. Historic bid results from projects with similar scope will be utilized to prepare the estimate.

Deliverables

- Response to Comment Matrix
- 100% Plans for LM 4.0 to LM 5.3
- 100% Specifications for LM 4.0 to LM 5.3
- 100% Construction Cost Estimate for LM 4.0 to LM 5.3

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:

Task 3 – Engineering Support during Construction

- Provide engineering support services during construction, which includes:
 - Review of bidder's inquiries during the bidding phase.
 - Review of Contractor Requests for Information (RFI's) during construction.
 - Review of Contractor Submittals during construction.
 - Providing as built drawings based on the Contractor and/or Inspector redline markups.
 - Providing input to the construction completion report.
 - Providing updates to the Operations and Maintenance Manual.

Project Understanding

The project includes approximately 1.3 miles of right bank Sacramento River levee improvements between Levee Mile (LM) 4.0 to 5.3. The levee rehabilitation includes stability berm and stability-seepage berm levee improvements.

The project levee extents are separate into two volumes. Volume 1 project limits consist of the Site 11 Mid-Valley levee rehabilitation project which extends from about LM 4.3 to 5.3, which corresponds to about Stations 223+25 to 279+00. Volume 2 project limits extend the levee rehabilitation to the north and from LM 4.0 to 4.3, which corresponds to Stations 207+69 to 223+25.

Hultgren-Tillis Engineers (now Shannon & Wilson) previously provided a geotechnical design summary for the Volume 1, Site 11 levee and summarized the results in a letter dated September 8, 2022. They performed a geotechnical design recommendations report (GDRR) for the KLFMP project which includes Volume 2 levee and summarized the results in a report dated May 6, 2024. The KLFMP geotechnical report included developing preliminary levee rehabilitation alternatives based on borings and CPTs performed on the levee landside toe and landward interior. The subsurface exploration within the levee prism has not been completed yet. Under separate task order, the geotechnical exploration within the levee crest is anticipated to begin in Spring 2025.

The design team has developed 100% plans for Volume 1 levee and 90% plans for Volume 2 levee. The Volume 1 plans have been reviewed and approved by the Safety Assurance Review (SAR) panel, Central Valley Flood Protection Board (CVFPB), and U.S. Army Corps of Engineers (USACE). The Volume 2 plans are currently being reviewed by the CVFPB and USACE.

With MGE's previous extensive knowledge of the project, we have identified the following supplemental tasks that will enhance the project and potentially reduce costs associated with project delays or Contractor Change Orders.

Geotechnical Engineering

This task includes services for Phase 1 final levee design. Phase 2 engineering support services during construction is not included in this scope of services, but can be provided if needed for geotechnical observation and testing services during construction after the final plans are completed.

For Phase 1, Shannon & Wilson will use data from the CPTs, borings, and laboratory tests to develop profiles of subsurface conditions of the levee between LM 4.0 to 4.3. They will use topographic and bathymetric data provided by the County.

Shannon & Wilson will perform the range of analysis for levees consistent with USACE procedures including considerations of seepage, slope stability, settlement, and earthquake shaking. The USACE has several documents that pertain to design and analysis of levees. The main documents used for our analysis include but are not limited to:

- EM 1110-2-1913 Design and Construction of Levees (USACE, 2000)
- Guidance Document for Geotechnical Analyses (URS, 2015)
- SOP-3 Geotechnical Levee Practice (USACE, 2019)

Shannon & Wilson will perform analyses at two levee cross sections. The number of cross sections for analysis will depend on the variations of the levee geometry along this levee reach such as the inclination of the side slopes, crest width, and levee height. The number of cross sections will also depend on the variations of the underlying subsurface conditions such as the clay blanket thickness and sand aquifer layer thickness.

Shannon & Wilson will develop material properties and parameters for analysis based on field data, laboratory test results, the Guidance Document (2015), and our experience. They will review the data collected during the investigation to evaluate the engineering properties of each unit and to select parameters. After review and selection, they will compare the selected parameters to those provided in the Guidance Document (2015).

Seepage analysis will include an evaluation of exit gradients using criteria established by USACE for both the existing levee and rehabilitated levee. Shannon & Wilson will analyze two water levels per analysis cross section, the design water surface elevation (DWSE) and hydraulic top of levee (HTOL). They will assume steady state flow conditions have developed. Computer program SEEP/W will be used for seepage analysis. SEEP/W models will follow the criteria presented in the Guidance Document (2015), including model extents, mesh density, boundary conditions, and material models.

Slope stability analysis will include an evaluation of the factor of safety for the landside and waterside slopes for steady-state seepage and rapid drawdown loading conditions before and after levee rehabilitated. Shannon & Wilson will also analyze the factor of safety for the landside and waterside slopes for the end-of-construction condition. The stability analysis will be performed on the same cross section that will be analyzed for seepage. They will use computer program SLOPE/W and Spencer's method of analysis, as well as effective stress strength parameters for analyzing the factors of safety under steady-state seepage conditions. Shannon & Wilson will analyze the stability of the landside slope for steady-state seepage conditions for the DWSE and HTOL by importing pore water pressures calculated in the seepage analysis. For rapid drawdown analysis, they will use the feature in SLOPE/W with the Staged Rapid Drawdown Analysis option based on the Duncan et al., 1990 procedure and both the effective stress and undrained strength envelopes. For the end-of-construction analysis, they will use the undrained strength parameters.

Shannon & Wilson will evaluate seismic risks, including the potential for liquefaction, lateral spread, and deformation, using the procedure presented in the Guidance Document (2015), and perform a pseudo-static slope stability analysis for the existing levee and the rehabilitated levee for both landside and

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waterside slopes. They will use the feature in SLOPE/W that uses the Staged Pseudo-Static Analysis option based on the Duncan et al., 1990 procedure and both the effective stress and undrained strength envelopes. The analysis is based on an earthquake with a 200-year return period.

Shannon & Wilson will also estimate the magnitude of settlement expected for the levee at each design cross section.

Based on these analyses, Shannon & Wilson will evaluate remediation schemes and present the results of the investigation in a Geotechnical Design Recommendations Report (GDRR). The GDRR will include:

- A description of field exploration and laboratory testing
- Site conditions, including regional geologic setting, construction history, surface and subsurface conditions, and groundwater levels
- Basis of design information
- Analysis details, including idealized geologic profiles, generalized subsurface cross sections, material parameter selection, seepage, and slope stability
- Discussion and conclusions for levee rehabilitation
- Design recommendations

The GDRR will also include site plans, geologic maps, and typical details, as appropriate. Shannon & Wilson will provide a draft GDRR after completion of the exploration for review by the design team, SAR panel, USACE, and CVFPB, and will respond to comments on the draft GDRR. They will update the draft GDRR after addressing any comments.

Shannon & Wilson will assist the design team and the County with geotechnical aspects of developing the construction plans and specifications for the project and with permitting through CVFPB, USACE and FEMA, and provide consultation to the design team as the project progresses.

MGE Engineering will prepare the final plans and specifications. Shannon & Wilson will review the geotechnical engineering aspects of the plans and specifications for CVFPB, USACE and FEMA conformance. They will address geotechnical comments from the SAR panel, CVFPB, USACE, and FEMA on the existing and 100% plans and specifications.

Deliverables

- Draft Geotechnical Design Recommendations Report (LM 4.0 to 4.3)
- Final Geotechnical Design Recommendations Report (LM 4.0 to 4.3)
- Response to Comment Matrix

Assumptions and Exclusions

1. No new subsurface exploration will be performed for this scope of services;
2. It is assumed that geotechnical design summary dated September 8, 2022 for the Volume 1, Site 11 levee is complete and does not require any updates or revisions;
3. It is assumed that the Volume 1, Site 11 levee plans are complete and does not require any geotechnical review or comment response;
4. MGE will provide topographic and bathymetric data, levee centerline profiles, and cross sections at every 100 feet;
5. It is assumed that one set of comment responses for the GDRR, 90%, and 100% design documents;
6. Shannon & Wilson's scope does not include quality control (QC) or quality assurance (QA) testing of grading and levee construction. No site visits are included in our scope. They can develop a separate fee estimate for geotechnical observation and testing services during construction after the final plans are completed.

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Topographic Surveying and Mapping

Wood Rodgers will perform topographic surveying and mapping in accordance with the MBK survey request. The work at each site is described as follows:

Site 11 North: Extend the limits of existing mapping by 50 feet beyond the landside toe of levee capturing all trees, utilities, structures, etc., for the entire site.

Gap Area between Site 10 and 11 North (where County Road 116B leaves Top of Levee): Provide topographic surveying from the water line of the Sacramento River on the waterside of the levee to 50 feet beyond landside toe of levee capturing all trees, utilities, structures, etc., for the entire area, including the transition of County Road 116B off of the levee.

Deliverables

- AutoCAD Civil 3D Drawing of the Topographic Survey

FEMA - Grant Funding Experience

The MGE team has the ability to satisfactorily perform the required work as evidenced by our experience in performing work of a similar nature and demonstrated competence in the services required to complete this project. Additionally, our experience includes familiarity with the CalOES, FEMA and Grant funding processes for storm-damage repair, roadway, bridge, and drainage design projects. Some recent projects undertaken by MGE that were funded through these programs include:

- Kenefick Road Culvert Storm Damage Repair FEMA Hazard Mitigation Grant Program (HMGP) Project, San Joaquin County
- Red Hills Road at Six Bit Gulch Bridge FEMA Hazard Mitigation Grant Program (HMGP) Project, Tuolumne County
- Storm Damaged Embankment System and Roadway Shoulder Repair at Brandy City Road FEMA funded Project, Sierra County
- Oakville Grade Road Slide Repair FEMA/CalOES funded Project, Napa County
- Marshes Flat Road Storm Damage Repair, CalOES through the California Disaster Assistance Act (CDA) funded project, Tuolumne County
- Storm Damage Roadway Repair Projects (6 Sites) FHWA-ER funded Project, Sierra County
- Emergency Storm Damage Repair, Quincy-La Porte Road at P.M. 7.8, FHWA-ER funded Project, Plumas County
- Brunswick Road Emergency Slide Repair FEMA funded Project, Nevada County
- FHWA-ER funded Structural Design Support Services for Repair to El Dorado County Infrastructure
- Mt. Charlie Road Storm Damage Repairs, Locally Funded Project, Santa Cruz County
- Geotechnical Storm Damage Repair Assessments (48 Sites), Caltrans ER and FEMA/CalOES Projects, Trinity County
- Happy Canyon Road, Federal Emergency Relief for Federally Owned Roads (ERFO) Project (FHWA CFL), Los Padres National Forest
- Hyampom Road Slip out at PM 21.2 Geotechnical Assessment, Locally Funded Project, Trinity County

The County can be confident that MGE's recent experience managing projects funded under these programs will help to ensure that the project will remain compliant with the federal and/or grant funding requirements.

EXHIBIT D CUSTOMER REFERENCES

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Customer References

In addition to the project references listed in *Attachment B – Section 2. Experience and Qualifications*, MGE has provided engineering services within the past three years. We invite the County to feel free to contact the references listed below.

REFERENCE	CONTACT INFORMATION
Andrew Asfour, Sr. Civil Engineer City of Los Angeles, Bureau of Engineering	1149 S. Broadway Los Angeles, CA 90015 (213) 485-5096 andrew.asfour@lacity.org
Rick Torbik, Design Section B Supervisor US Army Corps of Engineers Sacramento District	1325 J Street Sacramento, CA 95814 (916)-557-6698 Richard.A.Torbik@usace.army.mil
Todd N. Riddiough, PE Director of Public Works Yolo County Department of Community Services	292 W. Beamer Street Woodland, CA 95695 (530) 666-8039 todd.riddiough@yolocounty.gov

EXHIBIT E SIGNATURE PAGE

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Signature Page

By signature below, MGE attests that we have read, understand, and agree to all instructions, terms, conditions, specifications, and addenda set forth in this request. Signature furthermore signifies that all prices and terms submitted for services are accurate and will be honored for the length of time indicated in the request.

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

For clarification on this offer, contact:

MGE Engineering, Inc.
Company Name


Stephen Hawkins, PE
Name

7415 Greenhaven Drive, Suite 100
Address

Vice President
Title

Sacramento, CA 95831
City State Zip

(916) 421-1000
Phone


Signature of Personal Authorized to Sign

shawkins@mgeeng.com
Email

H. Fred Huang, PE
Printed Name

President
Title

February 14, 2025
Date

EXHIBIT F NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT
Sacramento River West Levee (LM 4.0 TO 5.3) Improvements Project Final Design
in Support of the Yolo County Knights Landing Flood Mitigation Project - RFP# GSDRFPKK2454

Non-Collusion and Non-Conflict of Interest Statement

I, H. Fred Huang, PE, am the
(Name)

President of MGE Engineering, 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 14, 2025
(Date)


(Signature)

EXHIBIT G CERTIFICATION OF EXCEPTIONS TO RFP DOCUMENTS

Sacramento River West Levee (LM 4.0 TO 5.3) Improvements Project Final Design

in Support of the Yolo County Knights Landing Flood Mitigation Project - RFP# GSDRFPKK2454

Certification of Exception to RFP Documents

The undersigned, a duly authorized representative of MGE Engineering, Inc.,
(COMPANY NAME)

hereby stipulates that MGE Engineering, Inc. takes no exceptions to this Request for
(COMPANY NAME)
Proposals and its attachments as referenced in this RFP.

H. Fred Huang
Signature

2-14-2025
Date

H. Fred Huang, PE
Printed Name

President
Title

OR

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

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

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

Signature

Date

Printed Name

Title

[Exceptions on Following Page]

EXHIBIT G CERTIFICATION OF EXCEPTIONS TO RFP DOCUMENTS

Sacramento River West Levee (LM 4.0 TO 5.3) Improvements Project Final Design

in Support of the Yolo County Knights Landing Flood Mitigation Project - RFP# GSDRFPKK2454

(IF NO EXCEPTIONS, PLEASE LEAVE BLANK)

Exception Number	Requirement(s) Section Number and Text	Describe the Nature of the Exception and Explain how Vendor's Response Still Meets the RFP Requirements
1		
2		
3		
4		
5		
6		
7		
8		

EXHIBIT H ANTI-LOBBYING CERTIFICATION

Sacramento River West Levee (LM 4.0 TO 5.3) Improvements Project Final Design

in Support of the Yolo County Knights Landing Flood Mitigation Project - RFP# GSDRFPKK2454

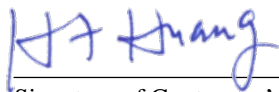
Anti-Lobbying Certification

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, MGE Engineering, 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

H. Fred Huang, President

Name & Title of Contractor's Authorized Official

2-14-2025

Date

APPENDIX



Resumes

STEPHEN HAWKINS, PE, QSD - VP/Supervising Civil Engineer/Project Manager

Years of Experience: 41, with MGE since: 2011

Education

BS/1980/Civil Engineering/Cal Poly San Luis Obispo
MBA/1991/Business Administration/California State University, Bakersfield

Professional Registration

1983/Civil Engineering/CA #36556
2015/Qualified SWPPP Developer



Key Qualifications

Mr. Hawkins has extensive experience in management and design of highways, rural roadways, bike paths, civil/site development, and utility coordination and relocation. Mr. Hawkins has extensive experience in the management of complex civil engineering projects. He has served as supervising engineer for the City of Bakersfield and Director of Public Works/City Engineer for the Cities of Suisun City and Hesperia, successfully planning, programming and implementing municipal infrastructure projects, many of which were federally funded. Mr. Hawkins worked and lived in the Southern San Joaquin Valley for over 30 years, and he understands the conditions and environment unique to the valley.

Relevant Projects

- **Yolo Bypass Levee, West Sacramento Area Flood Control Agency (WSAFCA)/USACE Sacramento District, West Sacramento, CA** – Project Manager. Project involves engineering design for the rehabilitation of the Yolo Bypass East Levee to reduce seepage and increase levee stability. The recommended improvements include 3,900 linear feet of landside slope flattening, a 2,500-linear-foot, 40-foot-deep cutoff wall, and a 2,000-linear-foot, 100-foot-deep cutoff wall. Due to Federal budget constraints, the non-federal sponsor, WSAFCA assumed the lead role in the project. WSAFCA, DWR and the MGE-led project team is working closely with the USACE on all facets of the design process. In addition, a USACE led Risk Cadre performed a risk based analysis for the project. As Project Manager for this task order, Mr. Hawkins was the primary point of contact with the Sacramento District and was responsible for: oversight of design (which follows the USACE project delivery method and is undergoing standard Corps design reviews - DQC, ATR, SAR, and BCOES), control and management of project milestones and budgets from initial studies through construction, monitoring staff performance to assure commitments of all parties are being maintained, review of project progress and performance to maintain schedule and cost, oversight of schedule, budget, manpower, or quality problems and ensures proper resolution of issues raised, reconciliation of sponsor/customer concerns, providing project status reports (progress, issues and trends) to the client, and management of subcontractors.
- **Marysville Ring Levee Rehabilitation, Yuba River Basin Flood Protection Project, Phase 2B and 3, USACE, Sacramento, CA** Project (Task Order) Manager for design under (Contract W91238-10-D-0016 Task Order 12), completion of Plans & Specifications, DDR, ECIFP, and identification of needed utility relocations and utilities to be protected in place for Phase 2B, which is 5,150 linear feet long. Levee improvements included construction of a soil-bentonite cutoff wall, location and closure of abandoned historic sewer tunnels, relocation of utilities, improvement of landside and waterside patrol roads, and improvements to levee embankments. Upon completion of Phase 2B, managed the completion of final design for Phase 3 (begins at from the terminus of the Phase 2B cutoff wall and extends 9,700 linear feet) which had been prepared by the USACE San Francisco District to the 90% level. Reach 3 is a deep mix method, soil cement bentonite wall. Final design packages for both phases were combined into a single package for construction. AutoCAD Civil 3D, Microsoft Word, and SpecsIntact were used.
- **Mid Valley Levee Rehabilitation Project, Phase III Area 3, Sites 9, 10, 11, USACE Sacramento District, Yolo County, CA** - Task Order Manager. This project involved design of slurry cutoff walls that will mitigate under and through seepage of the levee. The construction methods used were soil bentonite slurry and soil cement bentonite deep cutoff walls. Responsible for project management, design and preparation of the plans & specifications.
- **American River Common Features (ARCF) Natomas Basin Reach H & D Levees, USACE, Sacramento, CA** Task Order Manager for the project that involves improvements to the windows left in the Natomas Basin Reach D levees and removal of two pumping stations, relocation of the outfall pipes for Pumping Plant 4, and installing a cutoff wall to close gaps. Scope included completion of: Plans & Specifications, DDR, Cost Estimate, ECIFP.
- **American River Common Features, Levee Improvements, Site L9, USACE Sacramento District, Sacramento, CA** - Project Manager. The project involved closing a 148-foot “window” in a previously constructed slurry cutoff wall,

using the jet grout method, along the centerline of the levee crest. Responsibilities included preparation of plans, specifications & estimates for the jet grout cutoff wall, utility coordination, and coordination of the joint submission between MGE and another firm that designed an adjacent jet grout wall.

- **Basin 18A Culvert Replacement Project, Sacramento Area Flood Control Agency, CA** - Project Manager for civil design and PS&E for the project. The project will remove an existing 30-inch RCP culvert at the north end of Basin 18A and replace it with an approximately 120-foot-wide by 7-foot-high steel plate arch culvert. The new larger culvert will facilitate drainage into and out of the basin from the Natomas East Main Drainage Canal (NEMDC) and reduce ponding issues and improve fish passage through the new culvert. The new culvert and associated grading will be slightly lower than the existing invert grade to facilitate draining the basin without encouraging additional periodic flooding.
- **South Sacramento Streams Flood Damage Reduction Project - Florin Creek Channel Improvements, USACE, Sacramento, CA** Project Manager for the design of flood control features along a 1.1 mile long segment of Florin Creek, preparation of a Design Document Report (DDR), identification of needed utility relocations, and determination of needed rights-of-way and temporary construction easement limits. The project included channel widening and deepening, construction of a concrete lining, installation of floodwalls and sheet piles, modification of the bridge at and construction of new maintenance access roads/ramps. Also managed design support during construction.
- **St. Jude to Venice Levee System, USACE New Orleans District, New Orleans, LA** - Task Manager. This project involved Periodic Inspection of the 70-mile St. Jude to Venice ring levee system, which included a major floodgate structure. The work included preparation of the Periodic Inspection Report, coordinating the input from two inspection teams (one for the Mississippi River Levee and one for the Gulf Levee) and a structures inspection team to develop the final inspection recommendation to USACE and deliver the Official Outbrief to the New Orleans District USACE staff.
- **American River Common Features 2016 Project, Type II IEPR Safety Assurance Review (SAR), Sacramento River and Lower American River, USACE, Sacramento, CA** Task Order Manager. The project has installed roughly 24 miles of slurry wall up to depths of 80-feet, raised levees to provide adequate freeboard, addressed slope stability issues and corrected bank and channel erosion problems. The scope of work for this task order includes: review of and comment on the DDR, the O&M Manual, the plans and specifications 65% and 90% design levels, and a construction review at the midpoint of construction. Responsible for QC review.
- **Eden Landing Pump Station, Alameda County Flood Control and Water Conservation District "On-Call" Contract** - Project Manager for design of improvements to the pump station and construction support team leader. The 35-year old pump station was completely rehabilitated and included replacement of natural gas pump engines. Responsibilities include: Field investigation and measurements, review of existing As-Built and repair drawings, evaluation of operational conditions; underground discharge line inspection; and preparation of PS&E for the civil engineering portion of the pump station.
- **FY20 Albeni Falls Dam Fish Passage Facility Value Engineering Study, Bonner County, ID** - Task Order Manager. Participated in a Value Engineering workshop and contributed to the preparation of the Value Engineering Study Report. The project involves construction of a fishway with a ladder that would end in a holding pool and sorting facility with truck hauling capability, with two entrances located on the left side (looking downstream) of the Albeni Falls Dam (AFD) powerhouse, and with the fishway cutting through the downstream side of the rock island ending at the right side of the spillway. A dedicated water pipe from the forebay would provide a gravity-supplied source of water to operate the fishway. Adult and sub-adult bull trout that enter the trap would be captured, sorted, and loaded on a truck for transport to one or more release location(s) approximately 5 miles upstream of the dam. Non-target species could either be returned below AFD or be routed directly to the forebay upstream of the dam. The workshop was conducted via virtual systems (webinar, video conference, or other) to support remote access by Architect-Engineer (A-E) and Government personnel for safety related to coronavirus restrictions.
- **Pajaro River Sheet Pile Floodwall Evaluation Study, Santa Cruz, CA.** MGE Project Manager. The purpose of the Pajaro River Sheet Pile Evaluation Project is to develop an order of magnitude cost to install sheet pile along both banks of the Pajaro River and Salsipuedes Creek to contain up to 100-year flood flows. Responsible for overseeing the hydraulic analysis of the River/Creek system to determine water surface elevations for 25, 50 and 100-year recurrence events, preparation of plans and details related to the alignment of the sheet pile wall, determination of lateral sheet pile loads and coordinating with the County's geotechnical engineer to determine sheet pile tip elevations, and preparation of the cost estimate.

BRADLEY RIECHEL, PE, QSD, Senior Engineer, Civil Design & Construction Support

Years of Experience: 14, With MGE since: 2011

Education

MS/2011/Civil Engineering, Water Resources Planning & Mgt
BS/2009/Civil Engineering

Professional Registration

2012/Professional Engineer, Civil/CA #80306
2014/Professional Engineer, Civil/CO #80306
2018/Professional Engineer, Civil/TX #130217
2018/Professional Engineer, Civil/WA #56747



Key Qualifications

Mr. Reichel has experience in roadway design, applied hydraulic system design; engineering applications of GIS and GPS; environmental river mechanics; pipe system engineering and hydraulics; stream rehabilitation design; and urban stormwater management. In addition, Mr. Reichel is experienced in ArcGIS, AutoCAD, EPA-NET, EPA-SWMM, HEC-RAS, HEC-6, HEC-HMS, HY-8, MATLAB, .NET Framework, and SpecsIntact. Mr. Reichel was responsible for preparation of reports for the EPA detailing water conservation and graywater reuse principles and scenarios; developing standalone application in VB.NET for simulation of sustainable urban water management practices for the Department of Civil and Environmental Engineering at Colorado State University Fort Collins as a Graduate Research Assistant and Teaching Assistant. He also instructed undergraduate students in principles of computational model design and engineering statistical analysis and developed lessons and materials for GIS course and conducted lectures and labs for undergraduate class.

Relevant Projects

- **Yuba River Basin, (CA) Marysville Ring Levee, Phase 2B and 3, USACE, Marysville, CA** - Lead Civil Engineer. Also completed design for Phase 3 (~9,700 linear feet). PS&E for Phase 2 and 3 were combined into a single final design package for advertising and award for construction. Reach 3 is proposed to be a deep mix method soil cement bentonite wall and conventional soil bentonite wall. AutoCAD Civil 3D, DrChecks and SpecsIntact were used. Cost: \$1,455,449 Responsible for design, completion of Plans & Specifications, DDR, ECIFP, and identification of needed utility relocations and utilities to be protected in place for Phase 2B, which is 5,150 linear feet in length and includes strengthening a portion of the existing levee and the construction of two set-forward levees.
- **Yolo Bypass Levee Project Design, WSAFCA/USACE, West Sacramento, CA** - Lead Civil Engineer. Project involves engineering design for the rehabilitation of the Yolo Bypass East Levee that has a history of under-seepage. Two levee segments required improvements to reduce seepage and increase levee stability. The recommended improvements include 3,900 linear feet of landside slope flattening to increase stability, a 2,500-linear-foot, 40-foot-deep cutoff wall, and a 2,000-linear-foot, 100-foot-deep cutoff wall.
- **American River Common Features (ARCF) Natomas Basin Reach H & D Levees, USACE, Sacramento, CA** - Senior Civil Engineer. This project involves improvements to the windows left in the Natomas Basin Reach D levees and involves removal of two pumping stations (Bennett Pumping Plant and Northern Pumping Plant), relocation of the outfall pipes for Pumping Plant 4, and installing a cutoff wall to close the gaps at each of these sites. The levee will also be enlarged to match the existing levee on each side of these gaps, and the Vestal Drain will be relocated to the new landside toe of the levee. Responsible for design and development of plans, specifications, and estimates for levee improvement project along the Natomas Cross Channel Reach D. Also responsible for independent technical review of Reach H design documents.
- **County Road 40 (CR40) Low Water Crossing at Cache Creek, Yolo County, CA** - Senior Engineer. The purpose of the project is to replace the substandard 115-foot-long reinforced concrete T-Beam single-lane low-water crossing that was built around 1930. The low-water crossing is being replaced with a bridge designed to meet Caltrans Bridge Design Specifications and AASHTO very low volume bridge standards on essentially the same roadway alignment to accommodate one 15-foot-wide travel lane and two 2.5-foot-wide shoulders. The bridge will not be designed to carry the 100 year flood and will be designed to

overtop. Project development has been funded by State of California Department of Forestry and Fire Protection (Cal Fire), because the bridge would provide access for firefighting on properties south of Cache Creek. Responsible for civil design check.

- **Florin Creek Channel Improvements, USACE, Sacramento, CA** - Lead Civil Engineer for the design of flood control features along a 1.1 mile segment of Florin Creek from Franklin Boulevard to Highway 99, preparation of a Design Document Report (DDR), identification of needed utility relocations, and determination of needed rights-of-way and temporary construction easement limits. The project included channel widening and deepening, construction of a concrete lining, installation of floodwalls and sheet piles, modification of the bridge at and construction of new maintenance access roads/ramps. The completed project together a detention basin adjacent constructed at the same time as the same time provided 100-year flood project to nearby residential properties.
- **Napa Creek Flood Control Project, Water Resources & Environmental Restoration, USACE, Napa, CA** - Senior Civil Engineer. Prepared the construction and environmental protection specifications for the project through multiple milestone stages using SpecsIntact. The project included adding two concrete box culverts totaling 990 feet in length to function as bypasses during periods of high flow in Napa Creek. Each of the culverts have two 12 feet high by 11 feet wide cells. The project also included approximately 4,000 feet of creek channel improvements. The improvements included widening the channel where possible, removal of obstructions to flow, and the construction of overbank flood plain terraces, flood walls, berms, and hydraulic grade control structures to create riffles and pools. The creek channel modifications incorporated bio-engineered channel and bank treatments, in-water wood structures, 5 grade control structures, and habitat restoration. The DrChecks system was used for reviews and addressing comments received. Also assisted with providing design support during Construction Phase. Tasks included site visits, review of construction submittals, responding to requests for information (RFI's) submitted by the construction contractor, modeling for storm events during construction, and preparation of design revisions in support of contract modifications for work not associated with any errors and omissions.
- **Pájaro River Sheet Pile Floodwall Evaluation Study, Santa Cruz, CA** – Engineer responsible for providing hydraulic analysis of the Pájaro river system to determine water surface elevations for 25, 50 and 100-year recurrence events. Work included evaluation of past hydrologic and hydraulic modeling followed by preparation of revised HEC-RAS models to determine necessary improvements to prevent flooding. The project is located in the Pájaro River watershed on the Central Coast of California. The watershed is approximately 1,300 miles and includes portions of Santa Clara, San Benito, Santa Cruz, and Monterey counties. The focus of the sheetpile evaluation is to determine the cost to protect the lower Pájaro River and its tributaries, Salsipuedes and Corralitos creeks, in the vicinity of the City of Watsonville in Santa Cruz County and the Town of Pájaro in Monterey County. There are six significant reservoirs in the Pájaro River Basin, all of which were designed solely for water supply purposes.
- **Sacramento Area Flood Control Agency (SAFCA), Site 18A Culvert Replacement Project, Sacramento, CA** Senior Civil Engineer. The project involved replacement of a 30-inch diameter reinforced concrete pipe culvert, which was a fish passage barrier. The culvert was replaced with a larger arch culvert that facilitates drainage and fish passage. Responsible for civil design and preparation of plans.
- **South Sacramento County Streams Flood Damage Reduction Project – Feasibility Studies, USACE, Sacramento, CA** - Senior Civil Engineer. Completed the hydrology/hydraulics analyses for 8 segments of 5 separate streams along South Sacramento County Creeks as part of the Feasibility Studies in support of the Post Authorized Change Report (PACR) for flood control features along the streams. Conducted thorough review of existing reports including DDR and LLR. Performed independent review of South Sac Streams HEC-RAS model and assisted with preparation of updated DDR.
- **St. Jude to Venice Levee System, USACE New Orleans District, New Orleans, LA** - Civil Project Engineer. Performed analysis of GIS data during project close-out phase. GIS data was integrated into final reports and presentation for de-brief meeting with the USACE and Levee Safety Officer(s). Project involved levee safety Periodic Inspection (PI) on 70 miles of levees and floodwalls located along the west bank of the Mississippi River in the Buras Levee District and along the Gulf Coast of Louisiana.

JAMES PATRICK, PE - Senior Engineer, Civil Design/Construction Support

Years of Experience: 35, with MGE since: 2019

Education

NEC-AAI/Architecture/1989/Phoenix and Glendale AZ
Civil Engineering Course Work/1989 – 1990/Arizona State University

Professional Registration

2017/Professional Engineer, Civil/AZ # 64896

Key Qualifications

Mr. Patrick has experience in civil engineering including: residential and commercial development, environmental and industrial development, and redevelopment projects within the private and public sectors. Projects have involved: Hydrology studies, hydraulic calculations and reports, FEMA submittals and flood studies, storm drain system design and water quality treatment. Domestic and reclaimed water systems, well and distribution systems, lift station and force main design, water collection systems and septic systems, mass grading and earthwork volume calculations, as well as grading for earth dams and basins, disturbed land and environmental reclamation. In addition, he has experience in developing designs for public road and highway design, pavement evaluation and rehabilitation, Class I, II and III bicycle facilities, and bus and light rail facilities. Mr. Patrick has experience managing technicians, subconsultants, clients, budgets and agency interaction, as well as preparing public and private improvement plans, project specifications for design-build projects, and engineer's estimates. Mr. Patrick also has experience in AutoCAD Civil 3D, Hydraflow, HEC-HMS, HEC-RAS, GDS-Flo2D, PCASE, SpecsIntact, and the MS Office suite.



Relevant Projects

- **Stewarts Point Skaggs Springs Road Landslide Repair (4 sites), Sonoma County Department of Public Works, Sonoma County, CA** – Civil Designer. The landslides are located at Post Miles (PM) 13.61, 13.97, 19.67, and 21.01. These landslide repairs will be designed and constructed using FHWA ER funding. This road is a critical inland evacuation route from Stewarts Point that also serves other nearby coastal towns in case of emergency. Active logging occurs in the area and logging trucks use this on-system route. The roadway also provides access to Stewarts Point Rancheria, residential areas, timber resources, ranches, and the Camp Liahona Redwoods retreat, among other things. **PM 13.61** is 150-foot wide and extends 25 feet below the roadway, **PM 13.97**, the road is damaged along 135-feet of the eastbound lane for the entire lane-width, **PM 19.67** involves a landslide that originated 250-feet above the roadway surface, that buried the roadway, and that temporarily dammed the Wheatfield Fork of the Gualala River, and **PM 21.01** was a result of a dip-slip landslide plane within the rock mass (approx. 20- to 25-feet deep). Responsible for initial civil assessment of repair limits, drainage, earthwork, road alignment, plan and profile development.
- **Yolo Bypass Levee, West Sacramento Area Flood Control Agency (WSAFCA)/USACE Sacramento District, West Sacramento, CA** - Civil Engineer. Project involves engineering design for the rehabilitation of the Yolo Bypass East Levee (YBEL) that has a history of under-seepage. Two levee segments required improvements to reduce seepage and increase levee stability. The designed improvements include 3,900 linear feet of landside slope flattening to increase stability, a 2,500-linear foot seepage/stability berm, levee toe drain, and pump station to discharge levee seepage. Responsible for civil engineering design of the pump station.
- **Roadway Slide Repair Projects, Napa County, CA – Civil Designer.** This FEMA-funded project involves repair of storm-damaged roadways along Oakville Grade Road. The width of the Oakville Grade Road Slide is approximately 155-feet measured along the roadway edge. Responsible for initial civil assessment of repair limits, drainage, earthwork, road alignment, plan and profile development.
- **Los Angeles River Bicycle Path Repairs at Ferraro Athletic Field, City of Los Angeles** - Lead Civil Engineer. The project involved design and engineering support services for the temporary repair of a distressed portion of the Los Angeles River Bike Path. The project is located on the right bank (south bank) of the Los Angeles River (LAR), beginning approximately at the west edge of the parking lot for the John Ferraro Athletic Fields and extending 3,000 feet west ending between I-5 and the Riverside/Zoo bridge. The right bank of the LAR is a Federal Levee that was constructed by USACE in 1939 as part of the Los Angeles County Drainage Area (LACDA) project, and is identified as the LAR 3 Levee. The project extended 3,000 feet. Responsible for civil engineering design and preparation of plans.



R. Kevin Tillis, PE, GE

Principal-In-Charge & Geotechnical Engineer

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

Project Role
Geotechnical Principal-In-Charge

Years of Experience
 41

Years with the Firm
 2

Office Location
 Bay Area

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

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

Licensing/Certifications
Registered Professional Civil
Engineer, CA (41180)

Registered Professional
Geotechnical Engineer, CA
(2160)

Registration Expiration
3/31/2025

Relevant Project Experience

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

Reclamation District 2028, Bacon Island Levee Improvements, San Joaquin County, CA. Lead Geotechnical Engineer. Kevin has been the lead geotechnical engineer for Reclamation District 2028 for 20 years. The more significant project was raising and widening the levee from Bacon Island Bridge to Mandeville Island Bridge. He directed the subsurface investigation for the levee alignment and the borrow investigation. He developed the design sections for the levee embankment. Under his supervision, his staff provided grading observation and materials testing during construction. One aspect of work on Bacon Island was the development of an island-wide geotechnical data report. Kevin led the compilation of all existing data (borings, CPT, and lab data) into a single comprehensive report. The data report has been a valuable resource for subsequent projects on the island.

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

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

California Department of Water Resources and Reclamation District 108, Wallace Weir, Yolo County, CA. Geotechnical Engineer. Kevin has provided geotechnical engineering for the design and construction of the Wallace Weir project. Wallace Weir is located within the Yolo Bypass, at the downstream end of the Knights Landing Ridge Cut. The project consists of an earthen weir, nominally 500 feet-long plus a concrete structure intended to capture salmon that stray into the Yolo Bypass. He evaluated seepage, stability and uplift pressure on the concrete structure. He led the implementation of the subsurface investigation program, including development of drilling plans for review by the Flood Board and USACE.

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



Callan J. Yu, PE, GE

Associate Geotechnical Engineer

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

Project Role
Geotechnical Project Manager

Years of Experience
 18

Years with the Firm
 2

Office Location
 Bay Area

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

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

Registrations/Certifications
 Registered Professional Engineer - Civil: CA (77899)

Registered Professional Engineer - Geotechnical: CA (3117)

Registration Expiration
 6/30/2025

Relevant Project Experience

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

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

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

investigation for design criteria for the new levee embankment and on-site borrow areas.

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

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

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

Dennis Barber, PLS



PROJECT ROLE

Survey Manager

CLASSIFICATION

Principal Surveyor I

EDUCATION

BS, Surveying, Pennsylvania State University, 1999

REGISTRATIONS/CERTIFICATIONS

Professional Land Surveyor, CA #8067

ADDITIONAL TRAINING

Subdivision Map Act, Michael Durkee, 2002

Boundary Control and Legal Principles, Walter Robillard, 2003

Land Survey Exam Review Course, Paul Cuomo, 2004 & 2005

Modern Boundary Principles, Paul Cuomo, 2005

The Preparation and Processing of Condominium Plans, Michael J. Pallamary, 2006

YEARS OF EXPERIENCE

- 26 years total
- 24 years with Wood Rodgers

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

RELEVANT PROJECT EXPERIENCE

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

US Army Corps of Engineers, Sacramento Riverbank Protection Program Erosion Site Surveys – Sacramento, Sutter, and Yolo Counties, CA | Project Surveyor providing survey support to the USACE for the design of erosion repairs as well as protection and control measures. Managed the day-to-day operations of a complex workflow that included topographic, bathymetric, and tree surveys, together with the development with DTM surfaces for large areas along the river channel. The contract included 43 project sites totaling approximately 25 miles of bank surveys along with approximately 62 miles of bathymetric surveys. Notable erosion sites include three along the Pocket/Little Pocket east levees, and two in the area of Pioneer Reservoir and the Sacramento Deep Water Ship Canal lock. Coordinated with the USACE, DWR, Caltrans, and a variety of Levee and Reclamation Districts.

RD 817 Bear River North Levee Setback Project – Yuba County, CA | Survey Manager for land and bathymetric surveying portion of this project. The existing levee has experienced some erosion since the 2008 California Department of Water Resources Central Valley Floodplain Evaluation and Delineation (CVFED) Project developed topographic mapping for the area. In addition, the setback levee alignment requires supplemental planimetric surveying data for use in a setback levee design. As a result, new

topographic mapping will be prepared for the project for the length of the setback levee alignment and 250 feet upstream and downstream of the project's limits. The survey will extend laterally from the northern waterline of the Bear River to a point 200 feet landward of the setback levee landside toe. Bathymetric cross sections will be prepared at 200-foot intervals throughout the Project length. A total of ten bathymetric cross sections will be prepared.

Sacramento County On-Call Surveying and Mapping – Sacramento, CA | Principal Surveyor supporting county-wide on-call surveying and mapping services, from mapping intakes to full control, construction staking, and topographic surveys. Responsible

Dennis Barber, PLS (continued)

for the intake, review, and processing of all County records-of-survey, along with plats and legal description and corner records. Collaborates closely with the Sacramento County field survey section and provides surveys in support of the County's workload. Tasks include boundary surveys requiring the setting of monuments along property lines memorialized with a record-of-survey. Under this on-call contract, Wood Rodgers has provided the following additional services: GPS Surveys, UAS flight services, LiDAR (aerial, mobile, and terrestrial), topographic mapping, boundary/legal support, plat mapping, map review, construction surveys, and final staking on an as needed basis.

Town of Paradise, On-System Rehabilitation & System Safety – Paradise, CA | Survey Manager for field surveying and base mapping support for this project that includes Geotechnical/Pavement Design Report, Pavement Design Memorandum, utility coordination, preliminary roadway, signal, intersection and HSIP improvement design' plans, specifications and estimates (PS&E), Caltrans coordination; public outreach and engagement; bidding assistance; and construction support, and systemic intersection safety improvements for the Zone 3 area in Paradise California.

On-Call Surveying City College Water T-Main Replacement – Sacramento, CA | Principal Surveyor and Project Manager supporting as-needed surveying services. Under this contract, Dennis supervised generation of a topographical base map to support the water transmission main replacement project for nearly four miles of roadway along Freeport Boulevard and 21st Street. Services included complete topographic surveying and base mapping, record data research, and right-of-way mapping. Mobile LiDAR data was collected and processed to establish a foundation for the topographic survey. Detailed conventional surveys were performed to supplement the more vital areas of the project, including underground utilities and protected features such as trees and historic landmarks. To support monument preservation, completed research and location of existing monuments to support the pre- and post-construction Corner Records. Surveying and mapping were provided for ultimate design and construction of a water transmission main replacement. All base mapping supported plans, specifications, and estimates with the City's Procedures Manual, and Standard Specifications and Plans.

US Army Corps of Engineers, Sacramento Weir Widening – West Sacramento, CA | For this ongoing United State Army Corps of Engineers (USACE) project, Dennis is Project Surveyor providing survey support for the widening of the existing weir between the Sacramento River and the Sacramento/Yolo Bypass, located in Yolo County, California. The project includes the realignment of the existing Old River Road, supporting fish passage through the Sacramento Bypass. Survey efforts include a large-scale control network, underground utility surveys, aerial topographic surveys, detailed ground surveys, boundary surveys, bathymetric surveying, and integrated digital terrain model in and surrounding the Sacramento Bypass. Coordination with various agencies including City of West Sacramento, Yolo County, Sacramento Flood Control Agency, State of California Department of Water Resources and the USACE was required to determine project requirements and specifications and acceptance.

Department of Water Resources, Floodplain Mapping – Sacramento, CA | Project Surveyor supporting the design team with bathymetric and hydraulic surveys, Mission Planning and Post Processing of Control for LiDAR acquisition and photo imagery for approximately 2,000 square miles for floodplain mapping of the Lower Sacramento River System. The hydraulic surveys included over 2,000 cross-section surveys, over 250 hydraulic structures, and stream gage surveys as needed by the design team. All survey data was collected to the standard set by and the approval of DWR, FEMA, and the USACE. Dennis worked side-by side with the project staff, subcontractors and DWR; participated in all pertinent meetings and conference calls; and attended all Survey Work Group Meetings to discuss and determine scope and procedures for current and future task orders.

Lookout Slough Restoration Project – Solano County, CA | For an ongoing Ecosystem Investment Partners (EIP) project, Dennis is the Project Surveyor providing survey support for the restoration of 3,600 acres of tidal marsh north of the Cache Slough Complex in the Sacramento-San Joaquin Rivers Delta, located in Solano County, California. The survey efforts included an overall project control network, topographic, bathymetric, and boundary survey. Coordination with various agencies including Solano, County, Yolo County, and the State Lands Commission was required to determine water rights and their impacts on the property. A project Record-of-Survey is being processed through Solano County to document the findings.



Copies of Licensing and Certifications



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

ISSUANCE DATE
JULY 22, 1963

EXPIRATION DATE
JUNE 30, 2026

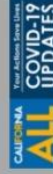
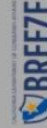
CURRENT DATE / TIME
FEBRUARY 7, 2025
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LICENSING DETAILS FOR: 36556

NAME: HAWKINS, STEPHEN RAY
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR

ADDRESS
 5 COBBLELAKE CT
 SACRAMENTO CA 95831
 SACRAMENTO COUNTY
 MAP

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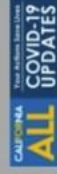
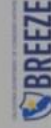
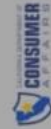
ISSUANCE DATE
JUNE 29, 2012
EXPIRATION DATE
SEPTEMBER 30, 2028
CURRENT DATE / TIME
FEBRUARY 7, 2025
10:54:24 AM

LICENSING DETAILS FOR: 80306

NAME: REICHEL, BRADLEY I
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR 

ADDRESS
8114 FOREST HEIGHTS LANE
JUSTIN TX 75748
OUT OF STATE COUNTY
[MAP](#)

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ARIZONA
STATE BOARD OF TECHNICAL REGISTRATION

64896

First Name James

Last Name Patrick

License Status

Active

Discipline

ENGINEER/CIVIL

Initial Registration Date 4 Aug 2017

Expiration Date 30 Sep 2026

Address Line 1

52865 Clarksburg Road

City Clarksburg

State California

Zip 95612

Phone 9156-247-9071



ARIZONA

Official Website of the State of Arizona

Contact

Arizona State Board of Technical
Registration
1110 W. Washington Street, Suite 240
Phoenix, AZ 85007

Phone: (602) 364-4930
Fax: (602) 364-4931

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 41180

NAME: TILLIS, ROBERT

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

506 POPPY CIRCLE
BENICIA CA 94510
SOLANO COUNTY

ISSUANCE DATE

AUGUST 1, 1986

EXPIRATION DATE

MARCH 31, 2025

CURRENT DATE / TIME

APRIL 30, 2024
2:53:12 PM

LICENSE RELATIONSHIPS

NAME: TILLIS, ROBERT

LICENSE/REGISTRATION TYPE: GEOTECHNICAL
ENGINEER

LICENSE NUMBER: 2160 **PRIMARY STATUS:** CLEAR

ADDRESS :

506 POPPY CIR
BENICIA CA 94510
SOLANO COUNTY
MAP

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 2160

NAME: TILLIS, ROBERT

LICENSE TYPE: GEOTECHNICAL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

506 POPPY CIR
BENICIA CA 94510
SOLANO COUNTY

ISSUANCE DATE

AUGUST 2, 1991

EXPIRATION DATE

MARCH 31, 2025

CURRENT DATE / TIME

APRIL 30, 2024
2:59:29 PM

LICENSE RELATIONSHIPS

NAME: TILLIS, ROBERT

LICENSE/REGISTRATION TYPE: CIVIL ENGINEER

LICENSE NUMBER: 41180 **PRIMARY STATUS:** CLEAR

ADDRESS :

506 POPPY CIRCLE
BENICIA CA 94510
SOLANO COUNTY
MAP

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 3117

NAME: YU, CALLAN

LICENSE TYPE: GEOTECHNICAL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

4085 NELSON AVE A
CONCORD CA 94520
CONTRA COSTA COUNTY

ISSUANCE DATE

JUNE 5, 2018

EXPIRATION DATE

JUNE 30, 2025

CURRENT DATE / TIME

APRIL 30, 2024
3:6:37 PM

LICENSE RELATIONSHIPS

NAME: YU, CALLAN

LICENSE/REGISTRATION TYPE: CIVIL ENGINEER

LICENSE NUMBER: 77899 **PRIMARY STATUS:** CLEAR

ADDRESS :

4085 NELSON AVE A
CONCORD CA 94520
CONTRA COSTA COUNTY
MAP

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 77899

NAME: YU, CALLAN

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

4085 NELSON AVE A
CONCORD CA 94520
CONTRA COSTA COUNTY

ISSUANCE DATE

JANUARY 7, 2011

EXPIRATION DATE

JUNE 30, 2025

CURRENT DATE / TIME

APRIL 30, 2024
3:7:46 PM

LICENSE RELATIONSHIPS

NAME: YU, CALLAN

LICENSE/REGISTRATION TYPE: GEOTECHNICAL
ENGINEER

LICENSE NUMBER: 3117 **PRIMARY STATUS:** CLEAR

ADDRESS :

4085 NELSON AVE A
CONCORD CA 94520
CONTRA COSTA COUNTY
MAP



BARBER, DENNIS LEE

LICENSE NUMBER: 8067 **LICENSE TYPE:** LAND SURVEYOR

LICENSE STATUS: CLEAR  **EXPIRATION DATE:** DECEMBER 31, 2025

SECONDARY STATUS: N/A

CITY: SACRAMENTO **STATE:** CALIFORNIA **COUNTY:** SACRAMENTO **ZIP:** 95834

Excluded Party Listing System Verification of Non-Inclusion



Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)	Status
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MGE ENGINEERING, INC.

7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831
916-421-1000
www.mgeeng.com

EXHIBIT C

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

A. Clean Air Act Requirements

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

B. Federal Water Pollution Control Act Requirements

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

EXHIBIT E

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

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

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

(b) **Prohibitions.**

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

(c) **Exceptions.**

1. This clause does not prohibit contractors from providing:
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

1. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) ***Subcontracts.*** The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

EXHIBIT F

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

a. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

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

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

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

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

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

4. Other Insurance Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT G

**WORKERS' COMPENSATION
CERTIFICATE**

WORKERS' COMPENSATION CERTIFICATE

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

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

CONTRACTOR

Signature

Name

Title

Date