

COUNTY OF YUBA

REQUEST FOR PROPOSAL

FOR

**LOCAL FLOOD SAFETY PLANS FOR LOCAL
LEVEE MAINTAINING AGENCIES (LMA)**



**Proposals due no later than
September 30, 2016 by 10:00am PST**

Contact:

Andrea Armstrong
Yuba County Administrative Services
915 Eighth Street, Suite 119
Marysville, CA 95901
530-749-7880
aarmstrong@co.yuba.ca.us

YUBA COUNTY
REQUEST FOR PROPOSAL
LOCAL FLOOD SAFETY PLANS

A. INTRODUCTION

The County of Yuba is seeking an experienced, qualified consultant to develop Local Flood Safety Plans for the LMAs (RD 10, 784 and 817) in the County of Yuba in compliance with California Water Code Section 9650-51 and FEMA's Comprehensive Guide (CPG 101 v.2).

The passage of AB156 in 2008 established a new section in the California Water Code (Sec. 9650-51) which requires levee maintaining agencies (LMA) that oversee project levees protecting 1,000 or more residents to develop a local flood safety plan. The statute identifies general required plan content and requires preparation and adoption of the plan within two years by the LMA and those jurisdictions whose residents are protected by the LMA levee. Department of Water Resources Flood Emergency Response Projects Grants in 2013, solicited applications from local jurisdictions for the funding of flood preparedness projects via grants from the Propositions 1E and 84 bonds. DWR application guidance established clear State priorities for the preparation of flood safety plans. Other preparedness projects such as training and acquisition of supplies and equipment were to be funded only after sufficient local flood safety plans were in place.

The purpose of this Flood Safety Plan (FSP) is to outline the LMAs planned response to flood emergencies in or affecting Yuba County. The Plan will provide information, policies, and procedures that will guide and assist the LMAs in efficiently dealing with flood emergencies. At a minimum the Plan will address flood preparedness, levee patrols, flood fight, evacuation procedures, floodwater removal and to the extent reasonable, that one of the following applies to a new building in which the inhabitants are expected to be essential service providers; the building is located outside an area that may be flooded, the building is designed to be operable shortly after the floodwater is removed, or the safety plan shall be integrated into any other local agency emergency plan and shall be coordinated with the state emergency plan.

This plan will allow implementation of and be compliant with the California Standardized Emergency Management System (SEMS) and the National Incident Command System (NIMS). When used in conjunction with the *California Emergency Plan* and other local emergency plans, such as the Operational Area Emergency Operations Plan, it will facilitate multi-agency and multi-jurisdictional coordination, particularly among the LMAs and local governments, special districts, and State agencies in flood emergency operations.

The County of Yuba intends to award an agreement to a firm that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful consultant will be required to enter into an agreement with the County for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the County's standard Agreement form rather than its own Agreement form. The agreement will include terms appropriate for this project. Generally, the terms of the Agreement will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) milestone payments; (5) funding availability; (6) termination of Agreement under certain conditions; (7) indemnification of the County; (8) approval by the County of any sub-consultants; and (9) minimum appropriate insurance requirements. A Standard

Agreement is attached as Exhibit A to this RFP. The County intends to award an agreement substantially in the format of the Standard Agreement to the selected consultant.

B. YUBA COUNTY

The County of Yuba is located in the north eastern section of California's Central Valley. The County is included in California's OES Inland Region and Mutual Aid Region III. Fifty-seven miles in length and twenty-two miles at the widest point, the County's terrain is diverse. It includes forested mountains and watersheds that stretch to the valley floor below, rich in agricultural farmland. Beginning at thirty-five feet above sea level and rising to an elevation of 4820 feet, Yuba County encompasses 640 square miles and is bordered by Butte County, Sierra County, Plumas County, Nevada County, Placer County and Sutter County. The County of Yuba is comprised of three distinct physiographic areas; the mountain area with heavy snowfall, landslides, wildland fires and severe weather conditions; the foothill area which is subject to flash and localized flooding as well as wildland fires; and the valley area which is subject to localized flooding and levee failure.

The County has a total population of approximately 73,000 residents. There are two incorporated cities within Yuba County; Marysville and Wheatland. The City of Marysville serves as the County seat and is located at the confluence of the Feather and Yuba Rivers. The City of Wheatland is located approximately 12 miles to the southeast of the City of Marysville. The population of Marysville is approximately 12,000 and Wheatland is approximately 3,900 with rapid growth expected in the next few years. There is substantial population in the unincorporated areas of the County with the largest communities known as Linda, Olivehurst, Beale Air Force Base, Loma Rica, Camptonville, Challenge, Dobbins, Oregon House, District 10, Strawberry Valley, Hallwood, Arboga and Brownsville.

There are three significant rivers running through the community; the Feather River, the Yuba River and the Bear River. The Feather River is a 130 mile route that follows State Highway 70 and divides the Sierra Nevada and Cascade Mountain Ranges. The Yuba River originates at the crest of the Sierra Nevada, threading its way down hundreds of miles of canyons to join the Feather River at a confluence that stands only sixty-seven feet above sea level. It drains 1,357 square miles of watershed that is never more than thirty-five miles wide. The Bear River flows westerly along the southern most boundary of Yuba County.

C. CONTENTS OF PROPOSAL

The submitted proposal should be divided into three distinct sections, as described below. Section I shall provide a description of the firm, its philosophy, and a general description of the firm's approach to this project, including a detailed breakdown of personnel, scheduling, and costs. Section II shall comprise the scope of work for the project. Section III is the firm's cost proposal. It is important that the scope of work be of sufficient detail to allow for thorough evaluation and comparative analysis of proposals.

SECTION I - INTRODUCTION OF FIRM

Introduce your firm, and include a description of the firm's philosophy. If a joint venture is proposed, include this information for the prime consultant and each sub-consultant. Section I shall

be a maximum of six pages (not including resumes or DWR/CalOES/FEMA excerpts) and shall include a description of the proposing firm's resources, experience, and capabilities as listed below for successfully developing and completing this project. Submit in the order identified below:

1. General Approach

Describe a general approach to the project, as your firm perceives it.

2. Proposed Schedule

Present a comprehensive schedule that includes time frames and milestones for each phase and task. Include key decision points, public meetings, and public hearings. The County is particularly concerned that the project manager commits an adequate amount of time and attention to the project to ensure adequate supervision and timely completion of all phases and tasks.

3. Estimated Cost and Hourly Rate Schedule

Budget will not be the exclusive consideration in the selection process. Nevertheless, proposed cost, along with other factors, will be carefully scrutinized by the selection committee in its review of proposals.

Detailed justification for proposed costs, based on an itemization of services for each task and phase should be provided. The hourly rate schedule for all personnel and support staff participating in the project shall be provided, including proposed milestone payments, as well as projected expenditures for graphics, base maps, printing, legal notices, mailings, advertising, and other incidental and administrative costs shall be included in a separate sealed envelope along with the proposal. The County of Yuba standard insurance requirements are attached in the Standard Agreement template.

4. Consultant Capabilities

Describe the qualifications of your firm, and of each sub-consultant. Staff resumes should be included, as well as descriptions of relevant past projects. The key personnel to be assigned to specific tasks should be identified, as well as the overall percentage of involvement of each person in the process.

Provide an organizational chart depicting how project will be staffed. Describe each person's specific responsibility for the project. If sub-consultants are utilized in the process, include their qualifications, experience and resumes as well.

In this section, describe your firm's background, its organizational structure, identify decision-making roles, and why this is advantageous to the project.

Briefly describe related past projects completed along with a discussion comparing similarities with this proposed project. Identify any specific credentials that make your firm uniquely qualified to conduct this project. This may be education, training, certifications held, licenses, recognition of your firm, leadership or individuals' contribution or achievement. This may and should include previous similar projects: description, agency, outcome, and current reference contact information including but not limited to name and telephone or email address. You should be aware that references shall be verified and you will be required to present credentials claimed if selected. You

may also submit excerpts of DWR, Cal OES and FEMA approved plans done by your firm or provide a web link to previously approved plans as example of your style, approach and thoroughness.

5. Project Manager's Background

Yuba County specifically desires that a senior member of the consulting firm will serve as project manager of this project. It is imperative that this project manager is thoroughly and actively engaged throughout the project, and shall act as the primary contact for the County throughout the entire duration of the project.

In addition to submitting the project manager's resume, please describe in detail his or her proposed role, and how the consulting team will work with County staff during the project.

SECTION II - SCOPE OF WORK

Listed below is a summary of the key tasks to perform in developing the Local Flood Safety Plan for Yuba County. The development of this Plan shall follow the most recently published guidelines of the California Department of Water Resources.

1. Project Management and Administration

Provide technical and administrative services to include Public meetings, communications, and monthly status reports relative to the work, budget, and schedule.

2. Prerequisites and Planning Process

- a. General Requirements: The consultant shall prepare a written flood safety plan for the Yuba County LMAs. The Plan shall be prepared in compliance with AB 156 and the California Water Code 9650-9651 - "Local Flood Safety Plans", consistent with the Yuba County Emergency Operations Plan. At a minimum the Plan will include:
 - i. A flood preparedness plan that includes storage of materials that can be used to reinforce or protect a levee when a risk of failure exists.
 - ii. A levee patrol plan for high water situations.
 - iii. A flood-fight plan for the period before State or federal agencies assume control over the flood fight.
 - iv. An evacuation plan that includes a system for adequately warning the general public in the event of a levee failure, and a plan for the evacuation of every affected school, residential care facility for the elderly, and long-term health care facility.
 - v. A floodwater removal plan.
 - vi. A requirement, to the extent reasonable, that either of the following applies to a new building in which the inhabitants are expected to be essential.

- b. The Plan shall be adopted by the LMAs Board of Directors through a letter of Promulgation, the Yuba County Disaster Council at a regularly scheduled meeting through a roll call vote, and submitted to and approved by the California Department of Water Resources.
- c. Coordination Among Agencies: In cooperation with Yuba County OES, the Consultant shall work directly with representatives from cities' and special districts. Input from members of other public or private entities should also be collected and included in the Plan consistent with FEMA's CPG 101 v.2.
- d. Integration With Other Planning Efforts: Integrate the Flood Safety Plan(s) with other planning efforts that have been or are being undertaken by the County and other jurisdictions.

This task would also include a review of relevant documents such as the County's and involved jurisdictions' General Plans, Emergency Operations Plans and flood hazard mitigation plans.

- e. Public Involvement: Integrated and involved in the planning process to include drafting stage and prior to plan final approval.
- f. Local Capabilities Assessment: Identify and organize the available local technical, financial and human resources capabilities necessary to develop the Flood Response Plan(s).

3. Plan Maintenance Procedures

This section would describe the method and schedule of monitoring; evaluating and updating the Plan.

4. Draft and Final Local Flood Safety Plans

- a. Review Process: The draft plan shall be reviewed and approved by each LMA and County OES prior to the plan submission to the DWR.
- b. Finished Product: The final product will be of a professional quality with maps, diagrams, tables and/or text in a format that will print out clearly and to the satisfaction of the Project Manager. The project shall be considered completed when the plan is approved by the California Department of Water Resources (DWR). All revisions and updates as required by DWR as part of the approval process shall be included in this project. All products completed as a result of this process shall become the property of Yuba County including, but not limited to the plan, associated data, maps, electronic files, etc.

SECTION III – COST PROPOSAL

The cost portion of the proposal shall be for a firm price that identifies a breakout of the pricing for each element of the proposed project.

If an hourly rate is quoted, the anticipated total number of hours should be included along with a not-to-exceed price for the project.

D. SUBMISSION REQUIREMENTS FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth herein this RFP and both for content and for sequence. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

One original and 5 copies of firm's proposal must be received not later than **10:00am PST on September 30, 2016**. Late proposals will not be accepted. Before submitting a proposal, Contractor shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items/services.

Yuba County Department of Administrative Services
Attn: Purchasing and Contracts
Suite 119
915 Eighth Street
Marysville, California 95901

Information considered proprietary shall be identified as such when the proposal is submitted but the County reserves the right to deem what information is confidential based on the Public Records Act limitations. No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

The individuals named below will serve as the County's primary contact person for this project for questions, inquiries, and coordination during this RFP process.

Andrea Armstrong
530-749-7880
aarmstrong@co.yuba.ca.us

F. SELECTION PROCESS

The County will review each proposal that is submitted in response to this RFP, and the selection committee will utilize the below criteria create a short list of those firms which will be interviewed in order to determine the comparative qualifications of each firm to perform this work.

Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the

purpose of establishing the most qualified consultants. Level II may be used to select the finalist. This level may include a request for a presentation from the finalists, proposal fact finding and negotiation of agreement terms and conditions.

For this interview, each firm should introduce members of its project team, and describe the function to be performed by each member. The spokesperson for the firm should be the proposed project manager for the Agreement.

The selection committee may include representatives from the following organizations: Office of Emergency Services, Administrative Services, and representatives from the local LMAs. The criteria for selecting the consultant recommended for selection by the Board of Supervisors is provided below:

1. Reputation and Experience. Does the consultant have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the consultant have sufficient experience in the kind of work required? This will primarily be based on references and the background section of Consultant Capabilities, unique qualifications you present in Firm's Experience Summary, and reference checks. (25 points)
2. Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job? This will primarily be based upon the staff presented, their qualifications, experience, resumes and personal references and reference checks. (25 points)
3. Understanding Project Deliverables. Does the firm understand the issues and has it developed a relevant and effective approach? This will primarily be based upon the work plan you submit and the previous FEMA approved plans you submit. It may also be based upon references and how they describe your approach, product, work style and ethics. (25 points)
4. Cost. Is the cost reasonable for the proposed task, and is the cost within the budget for this project? (10 points)
5. Previous Works Excerpts. Does the firm's demonstrated experience exhibit a professional quality? This will primarily be based upon the FEMA approved plans you submit but may also be influenced by references, your web site and any other representation of your firm in terms of professional caliber. (15 points)
6. Overall Impression. This category will be a composite of each Panel member's comprehensive assessment and opinion of the entire presentation by your firm. (5 points)

G. COUNTY NOTICES

All proposing firms responding to this RFP should note the following:

1. All work performed for Yuba County, including all documents associated with the project, shall become the exclusive property of Yuba County.
2. Yuba County reserves the right to:
 - Reject any or all submittals;
 - Request clarification of any submitted information;
 - Waive any informalities or irregularities in any qualification statement;
 - Not enter into any agreement;
 - Not to select any firm;
 - Cancel this process at any time;
 - Amend this process at any time;
 - Interview firms prior to award;
 - Enter into negotiations with one or more firms;
 - Award more than one agreement if it is in the best interest of the County;
 - Issue similar RFPs or RFQs in the future; or
 - Request additional information during the interview.
3. Addenda posting and notifications must be done at least 72 hours before the RFP closing. All addenda information can be found at :

<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>
4. The selected firm is expected to perform and complete the project in its entirety.
5. Any and all costs arising from this RFP development process incurred by any proposing firm shall be borne by the firm without reimbursement by Yuba County.

H. STANDARD AGREEMENT

The firm selected shall be expected to execute an Agreement substantially as the one shown as Exhibit A.

I. DISCLOSURE OF INFORMATION

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as an Agreement is executed. Once an Agreement is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Consultant's proposal contains any such proprietary information or trade secret that the Consultant does not want disclosed to the public, subsequent to the execution of the Agreement, each sheet of such information SHALL be marked by the Consultant as "proprietary information" or "trade secret." If, after the Agreement is executed, a third party requests a copy of any Consultant's proposal and such documents contain material

marked “proprietary information” or “trade secret,” the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Consultant agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

J. TIMING AND SCHEDULE

| | |
|--------------------------------|---|
| September 6, 2016 | County issues RFP |
| September 23, 2016 | Last day to submit inquiries to the County regarding this RFP |
| September 30, 2016 | Responses to this RFP must be submitted no later than 10:00 AM PST |
| October, 2016 Dates TBD | Evaluation Committee to review submittals. |
| October, 2016 Dates TBD | Consultant Selection; Interviews |
| November, 2016 | Consulting Agreement to Board of Supervisors; Project begins |
| April 15, 2016 | Project Completion (Completion earlier than this date is preferred) |

K. FINAL PROJECT DELIVERABLES

| | |
|--|----------|
| Adopted Local Flood Safety Plan | 6 copies |
| USB drive copy of Local Flood Safety Plan documents and maps | 2 copies |

L. GENERAL COMMENTS

- a. Responses to this RFP should be made in recognition of and in conformance with the following:
- b. Yuba County reserves the right to reject or to modify or cancel this RFP in part, or in its entirety.
- c. All data, documents and other products used or developed during the project will become the property of Yuba County. Likewise, all responses to the RFP shall become the property of the County and may be retained or disposed of in the County’s sole discretion.
- d. The format for all textual materials and products will be 8.5" x 11" (presentation graphics are excepted). The final product shall be in a form that is workable, amendable and easily reproducible.
- e. Any computer files generated for the project shall be provided to the County, and shall become the sole property of the County of Yuba.
- f. Any maps created by the consultant shall be provided to Yuba County in a format that will allow County staff to re-create and edit maps and exhibits using the County’s ArcGIS (latest version) software. New databases or map layers shall be created in

either shapefile or geodatabase format and must match the County's existing basemap (Datum: NAD83, Projection: California State Plane, Zone 2, Units: Feet).

- g. The proposal shall be signed by an official authorized to bind the firm and shall contain a statement that the proposal is valid for ninety (90) days.
- h. Acceptance by Yuba County of any proposal submittal pursuant to this RFP shall not be deemed to constitute intent, implied or otherwise, to enter into an Agreement for Consultant Services.

EXHIBIT A
AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT for Type of Service, Project Name and Location ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Vendor Name
"CONSULTANT"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: Start Date

Termination Date: End Date

The term of this Agreement shall become effective on Start Date, and shall continue in force and effect for a period time frame services to be provided unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice (or 30 day depending on type of contract) to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal agreement for CONSULTANT AND COUNTY approval.

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONSULTANT.

3. PAYMENT.

COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

County Authorized Signor is the representative of the COUNTY and will administer this Agreement for the COUNTY. Authorized Signor for vendor is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions

9. TERMINATION. COUNTY and CONSULTANT shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2016.

"COUNTY"
COUNTY OF YUBA

"CONSULTANT"

Doug McCoy,
Purchasing Agent

Signor's Name, Signor's Title
Vendor Name

INSURANCE PROVISIONS APPROVED

Jill Able,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

County Counsel

COUNTY OF YUBA
Vendor Name – Project Name

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties include the following:

A.1.1.

A.1.2.

A.1.3.

A.1.4.

A.1.5.

A.2. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Consultant, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY. CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY OF YUBA

Vendor Name – Project Name

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed written dollar amount (\$\$\$); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed (\$\$\$) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

COUNTY OF YUBA

Vendor Name – Project Name

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

C.2 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations, as well as all requirements as detailed by FEMA associated with the FY 2012 PRE DISASTER MITIGATION COMPETITIVE GRANT PROGRAM. CONSULTANT shall further comply with all laws including, but not limited to, those found in the Code of Federal Regulations pertaining to Federal grant requirements, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RECORDS. CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

C.6 CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.8 COPYRIGHTS, PATENT AND TRADEMARKS. CONSULTANT guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork incorporated into the provided product are owned by the CONSULTANT, provided and owned by the COUNTY or the CONSULTANT has permissions from the rightful owner to use each of these elements. The CONSULTANT will hold harmless, protect, and defend the COUNTY from any claim or suit arising from the use of such elements furnished by the CONSULTANT.

C.9 DEBARMENT. COUNTY has verified that the CONSULTANT does not hold any debarment or suspension filings as verified at www.sam.gov If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

C.10 ENERGY POLICY AND CONSERVATION ACT. CONSULTANT will encourage the use of promoting petroleum conservation methods when feasibly obtainable as outlined in the Energy Policy and Conservation Act of 1975 and the Alternative Fuels Act of 1988.

C.11 FEDERAL FUNDING. This project is a federal funded project and must meet the provisions for contracts awarded with federal funds. These provisions include that all contracts, CONSULTANTs and consultants must adhere to the provisions of the Copeland "Anti-kickback Act" and the Contract Work Hours and Safety Standards Act (CWHSSA). More information regarding these provisions can be found at the following web addresses: www.dol.gov/compliance/guide/cwhssa.htm and www.dol.gov/compliance/guide/kickback.htm. Additionally, further provisions must be adhered to as outlined in the Code for Federal Regulations (CFR) 44, Part 13, Sub C, Section 13.36 (i).

C.12 RECORDS AND REPORTING. CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions. In conjunction with records retention and access, CONSULTANT will provide any reporting information necessary to meet federal reporting requirements.

COUNTY OF YUBA
Vendor Name – Project Name

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONSULTANT STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONSULTANT shall be performed as an independent Consultant and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONSULTANT shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Consultant, CONSULTANT is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONSULTANT may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment

including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

D.1.7 As an independent Consultant, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, which may arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, consultants, or sub-consultants.

D.5 CONSULTANT NOT AGENT. Except as COUNTY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent

practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.11.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the COUNTY or

applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully

complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Department of Administrative Services
County of Yuba
Attn: Purchasing Agent
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONSULTANT":

Vendor Name
Attn: Authorized Contract Signor and/or Contact
Address
City, State Zip

COUNTY OF YUBA
Vendor Name – Project Name

ATTACHMENT E

INSURANCE PROVISIONS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if CONSULTANT provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance as appropriate to CONSULTANT’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, **CONSULTANT's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

Waiver of Subrogation

CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

CONSULTANT shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subconsultants

CONSULTANT shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

