



Contract Number
23-579

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Michael Fam
Telephone Number	(909) 387-8121
Consultant	CWE
Consultant Representative	Vik Bapna
Telephone Number	(714) 526-7500
Contract Term	6/26/2023 – 6/25/2025
Original Contract Amount	\$328,670
Amendment Amount	
Total Contract Amount	\$328,670
Cost Center	1930002526

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County Flood Control District (District) desires a hydrology and hydraulics (H&H) study and report to assess the continued hazards and risks and provide proposed mitigation options and recommendations along with conceptual design and cost analyses for the areas in the downstream watersheds affected by the El Dorado Fire (Oak Glen and Forest Falls); and

WHEREAS, the District conducted a competitive process to find CWE (Consultant) to provide these services, and

WHEREAS, the District finds Consultant qualified to conduct the services required for this H&H study and report of the areas in the downstream watersheds affected by the El Dorado Fire (Oak Glen and Forest Falls); and

WHEREAS, the District desires that such services be provided by Consultant and Consultant agrees to perform these services as set forth below;

NOW, THEREFORE, the District and Consultant mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 Board: The San Bernardino County Flood Control District Board of Supervisors.

A.2 District: The San Bernardino County Flood Control District.

A.3 Contract: The Contract between the District and CWE.

A.4 Consultant: CWE.

A.5 County: San Bernardino County.

A.6 Purchasing Agent: The Director of the County Purchasing Department.

A.7 Services: Those professional services described and set forth in Exhibit 1, "Scope of Work."

A.8 Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Consultant who is performing services on behalf of Consultant under the Contract or under a separate contract with or on behalf of Consultant.

B. CONSULTANT RESPONSIBILITIES

B.1 Provide those professional Services required to prepare a H&H study and report to assess the continued hazards and risks and provide proposed mitigation options and recommendations along with conceptual design and cost analyses for the areas in the downstream watersheds affected by the El Dorado Fire (Oak Glen and Forest Falls) per Request for Proposal No. PWG123-FLOOD-4921 and Consultant's Proposal dated April 19, 2023, as set forth in the Scope of Work, Exhibit 1, attached hereto.

B.2 Provide the District with a name and telephone number of a single point of contact for questions regarding Services.

B.3 Notify the District in writing, of any change in mailing address within ten (10) business days of the change.

B.4 Maintain a current email address and fax telephone number with the District.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Consultant and District.

C.3 Contract Exclusivity

This is not an exclusive Contract. The District reserves the right to enter into a contract with other consultants for the same or similar services. The District does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, under the terms of this Contract.

C.4 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.5 Background Checks for Consultant Personnel

Consultant shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the District; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the District and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing

services. If requested by the District, Consultants shall provide the results of the background check of each individual to verify that the individual meets Consultant's standards for employment. Such background check shall be in the form generally used by Consultant in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Consultant personnel who do not meet the District's hiring criteria, in District's sole discretion, shall not be assigned to work on District property or services, and District shall have the right, at its sole option, to refuse access to any of Consultant's personnel to any District facility.

C.6 Change of Address

Consultant shall notify the District in writing, of any change in mailing address within ten (10) business days of the change.

C.7 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.8 Compliance with District Policy

In performing the services and while at any District facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the District regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the District; and (d) abide by all laws applicable to the District facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "District Policies"). District Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a District facility, electronic posting, or other means generally used by District to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of District Policies to Consultant personnel to the extent necessary and appropriate.

District shall have the right to require Consultant's employees, agents, representatives and subcontractors to exhibit identification credentials issued by District in order to exercise any right of access under this Contract.

C.9 Confidentiality

Consultant shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Consultant shall not use or disclose any identifying information for any other purpose other than carrying out the Consultant's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.10 Primary Point of Contact

Consultant will designate an individual to serve as the primary point of contact for the Contract. Consultant or designee must respond to District inquiries within two (2) business days. Consultant shall not change the primary contact without written acknowledgement to the District. Consultant will also designate a back-up point of contact in the event the primary contact is not available.

C.11 District Representative

The Chief Flood Control Engineer or his/her designee shall represent the District in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the services/Scope of Work by Consultant. If this Contract was initially approved by the San Bernardino County Flood Control District Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.12 Damage to District Property

Consultant shall repair, or cause to be repaired, at its own cost, all damages to District vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or its employees or agents. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the District may make any necessary repairs. The Consultant, as determined by the District, shall repay all costs incurred by the District for such repairs, by cash payment upon demand, or District may deduct such costs from any amounts due to the Consultant from the District, as determined at the District's sole discretion.

C. 13 Debarment and Suspension

Consultant certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Consultant further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.14 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Consultant agrees that the Consultant and the Consultant's employees, while performing service for the District, on District property, or while using District equipment:

- C.14.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.14.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.14.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Consultant shall inform all employees that are performing service for the District on District property, or using District equipment, of the District's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the District.

The District may terminate for default or breach of this Contract and any other Contract the Consultant has with the District, if the Consultant or Consultant's employees are determined by the District not to be in compliance with above.

C.15 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.16 Employment Discrimination

During the term of the Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State

and District laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.17 Environmental Requirements

In accordance with County Policy 11-08, the District prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The District requires Consultant to use recycled paper for any printed or photocopied material created as a result of this Contract. Consultant is also required to use both sides of paper sheets for reports submitted to the District whenever practicable.

To assist the District in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report the District's environmentally preferable purchases. Consultant must also be able to report on environmentally preferable goods and materials used in the provision of their service to the District, utilizing a District approved form.

C.18 Improper Influence

Consultant shall make all reasonable efforts to ensure that no District officer or employee, whose position in the District enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

C.19 Improper Consideration

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the District in an attempt to secure favorable treatment regarding this Contract.

The District, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the District with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Consultant shall immediately report any attempt by a District officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or the District Administrative Office. In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.

C.20 Informal Dispute Resolution

In the event the District determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.21 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.22 Licenses, Permits and/or Certifications

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, District, and municipal laws, ordinances, rules and regulations. The Consultant shall

maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Consultant will notify District immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

Required license: California Registered Civil Engineer

C.23 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the District determines that Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the District is entitled to pursue any available legal remedies.

C.24 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.25 Nondisclosure

Consultant shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the District to Consultant or an agent of Consultant or otherwise made available to Consultant or Consultant's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Consultant or an agent of Consultant in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.26 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.27 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Consultant pursuant to the Contract shall be considered property of the District upon payment for services (and products, if applicable). All such items shall be delivered to District at the completion of work under the Contract, subject to the requirements of Article D—Term of the Contract. Unless otherwise directed by District, Consultant may retain copies of such items.

C.28 Participation Clause

The District desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino District requiring the same services provided herein may at their option and through the District Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Consultant agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.28.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.28.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Consultant. The District will not be liable for any such purchase made between the Consultant and another governmental body who avails themselves of this contract.

C.29 Air, Water Pollution Control, Safety and Health

Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.30 Records

Consultant shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Consultant's personnel, consultants, subcontractors, services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.31 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino District. Any provision of this Contract that may appear to give the District any right to direct the Consultant concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the District concerning the end results of the performance.

C.32 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with District may be made or used without prior written approval of the District.

C.33 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.34 Subcontracting

Consultant shall obtain District's written consent, which District may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the services to District. At District's request, Consultant shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the District, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible to District for its subcontractors and shall indemnify District for the actions or omissions of its subcontractors under the terms and conditions specified in Article G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Consultant Personnel.

For any subcontractor, Consultant shall:

- 34.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

- 34.2** Ensure that the subcontractor follows District's reporting formats and procedures as specified by District.
- 34.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, District will have the right to enter into direct Contracts with any of the subcontractors. Consultant agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with District.

C. 35 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Consultant or District, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Consultant and District further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Consultant for District.

C.36 Termination for Convenience

The District reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to District and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.37 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.38 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.39 Conflict of Interest

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the District. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the District determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the District and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Consultant acknowledges and agrees that it will not submit a bid, or enter into an agreement with a third party, for the construction of the Project or any future phases of a Project on which it has previously

performed work that was assigned to it under this Contract. Consultant agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.

C.40 Former District Administrative Officials

Consultant agrees to provide, or has already provided information on former San Bernardino District administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former District administrative officials who terminated District employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Consultant. For purposes of this provision, "District administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, District department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.41 Disclosure of Criminal and Civil Procedures

District reserves the right to request the information described herein from Consultant. Failure to provide the information may result in a termination of the Contract. The District also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Consultant also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the District. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.42 Copyright

District shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino District as the funding agency and Consultant as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of District. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the District prior to publication.

C.43 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the District. These items must be returned to the District within ten (10) days, upon written notification to the Consultant. In the event of a failure to return the documents, the District is entitled to pursue any available legal remedies. In addition, Consultant will be barred from all future solicitations, for a period of at least six (6) months.

C.44 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Consultant certifies that at the time the Contract is signed, the Consultant signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Consultants are cautioned that making a false certification may subject the Consultant to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.45 Reserved**C.46 Errors, Omissions and/or Conflicts**

Consultant shall be responsible for the integrity of all design and research studies prepared or approved by the Consultant and should District suffer damages due to errors, omissions, and/or conflicts within such documents, the Consultant shall be responsible to District for costs of all such damages.

C.47 Small and Minority Businesses; Women's Business Enterprises and Labor Surplus Area Firms

The District has taken the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

C.48 Regulatory Agencies

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethics (in which case Consultant will use its professional efforts to notify and confer with the District before such contact, the parties recognizing that there may not be time for such in an emergency), Consultant shall not contact the Local Enforcement Agency, South Coast Air Quality Management District or other regulatory agencies concerning any site that is the subject of this Contract without District's prior approval.

C.49 California Consumer Privacy Act

To the extent applicable, if Consultants is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Consultants must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Consultants must contact the District immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the District, including but not limited to, providing a list of disclosures or deleting personal information. Consultants must not sell, market or otherwise disclose personal information of a consumer provided by the District unless specifically authorized pursuant to terms of this Contract. Consultants must immediately provide to the District any notice provided by a consumer to Consultants pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Consultants must immediately notify the District if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.50 Domestic Preferences for Procurements

In accordance with 2 CFR section 200.322, as appropriate and to the extent consistent with law, the District has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) “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.

(2) “Manufactured products” means 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.

C.51 Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C.52 Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

C.53 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Consultant must 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 must 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 non-Federal award.

C.54 Prohibition on Certain Telecommunications and Video Surveillance Services

(a) Consultant is prohibited from obligating or expending Grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

D. TERM OF CONTRACT

This Contract is effective as of June 26, 2023 and expires June 25, 2025 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional one-year periods by mutual written agreement of the Parties.

E. DISTRICT'S RESPONSIBILITIES

District, through its Engineering Manager over Planning and Water Resources (hereinafter "Engineering Manager"), or the Engineering Manager's designee, is responsible for providing the Consultant with a central point of contact to facilitate the terms of the Contract. At the time of Contract commencement, the central point of contact is:

San Bernardino County Flood Control District
Attn: Dustin Michel
825 East Third Street, Room 122
San Bernardino, CA 92415-0835
Fax: (909) 387-7801

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$328,670, of which 75% may be federally funded, and shall be subject to availability of other funds to the District. The

consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

- F.2** Funding for the Services is project will be provided by the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant (Grant) Program and local cost share funds. Consultant accept and agree to abide by all terms and conditions of the Grant and any subsequent grant award agreement entered into between the District and FEMA. The Notice of Funding Opportunity and subsequent FEMA Grant Approval Package are incorporated into the body of this Contract by reference and attached hereto as Exhibit 3.
- F.3** Consultant shall provide District itemized monthly invoices, in arrears, and in a format acceptable to the District for services performed under this Contract within twenty (20) days of the end of the previous month. Invoicing shall be based upon the Fee Schedule set forth in Exhibit 2. The District shall make payment to Consultant within sixty (60) calendar days after receipt of invoice or the resolution of any billing dispute.
- F.4** Consultant shall accept all payments from District via electronic funds transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by District required to process EFT payments.
- F.5** District is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The District shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the District pursuant to the Contract.
- F.6** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by District. Consultant shall not use current year funds to pay prior or future year obligations.
- F.7** All Parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds. Consultant shall not claim reimbursement or payment from District for, or apply sums received from District with respect to that portion of its obligations that have been paid by another source of revenue. Consultant agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the District.
- F.8** Consultant shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the District. In addition, Consultant is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

For the purposes of this Section G, "District" or "County" shall be deemed to refer to both the San Bernardino County Flood Control District and San Bernardino County.

G.1 Indemnification

The Consultant agrees to indemnify, defend (with counsel reasonably approved by District) and hold harmless the District, San Bernardino County, and their authorized officers, employees, agents and volunteers (collectively, "Indemnitees") from any and all claims, actions, losses,

damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Consultant indemnification obligation applies to the Indemnitees' "active" as well as "passive" negligence but does not apply to the Indemnitees' "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the District to vicarious liability but shall allow coverage for the District to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

Consultant shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. Consultant hereby waives all rights of subrogation against the District.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District.

G.5 Severability of Interests

Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Consultant and District or between District and any other insured or additional insured under the policy.

G.6 Proof of Coverage

Consultant shall furnish Certificates of Insurance to the District Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Consultant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, District has the right but not the obligation or duty to cancel this Contract or obtain insurance if it deems necessary and any premiums paid by District will be promptly reimbursed by Consultant or District payments to the Consultant will be reduced to pay for District purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by District. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of District. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against District, inflation, or any other item reasonably related to the District's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of District to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of District.

G.11 Consultant agrees to provide insurance set forth in accordance with the requirements herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Consultant shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Consultant and all risks to such persons under this contract.

If Consultant has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance –Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of Consultant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Consultant is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 **Reserved**

G.11.7 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved District entities and cover breach response cost as well as regulatory fines and penalties.

Abuse/Molestation Insurance – Consultant shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. SUCCESSORS AND ASSIGNS

H.1 This Contract shall be binding upon District and Consultant and their respective successors and assigns.

H.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of District.

H.3 Death or Incapacity: If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and District shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by District by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, District will make payment to those continuing as though there had been no such death or incapacity and District will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

I. RIGHT TO MONITOR AND AUDIT

I.1 The District, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the District in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the District.

I.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by District representatives for a period of three years after final payment under the Contract or until all pending District, State and Federal audits are completed, whichever is later.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

J.1 Failure by Consultant to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

J.2 In the event of a non-cured breach, District may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Consultant thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of District; and/or
- b. Discontinue reimbursement to Consultant for and during the period in which Consultant is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Consultant but yet unpaid by District those monies disallowed pursuant to Item "b" of this paragraph; and/or

- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. In the event of such termination, District may proceed with the work in any manner deemed proper by District. The cost to District shall be deducted from any sum due to Consultant under this Contract and the balance, if any, shall be paid by Consultant upon demand.

J.3 Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

K. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Flood Control District
825 East Third Street, Room 142
San Bernardino, CA 92415-0835

CWE
Orangethorpe Avenue, Suite 240
Fullerton, CA 92831-5202

Notice shall be deemed communicated two (2) District working days from the time of mailing if mailed as provided in this paragraph.

L. ENTIRE AGREEMENT

This Contract, including all Attachment, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

M. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County Flood Control District and Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

► Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 13 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors

By [Signature]
Deputy



CWE
(Print or type name of corporation, company, contractor, etc.)

By ► VB apua
(Authorized signature – sign in blue ink)

Name VIK BAPNA
(Print or type name of person signing contract)

Title PRINCIPAL
(Print or Type)

Dated: MAY 23, 2023

Address 1561 E. ORANGETHORPE AVE, #240
FULLERTON CA 92831

FOR COUNTY USE ONLY

Approved as to Legal Form

► **SEE ATTACHED**
Sophie A. Curtis, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► Andy Sileo
Andy Sileo
Date 5/25/2023

Reviewed/Approved by District

► [Signature]
Brendon Biggs
Date 5/25/23

IN WITNESS WHEREOF, the San Bernardino County Flood Control District and Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FLOOD CONTROL
DISTRICT

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors

By _____
Deputy

CWE

(Print or type name of corporation, company, contractor, etc.)

By ► VB
(Authorized signature – sign in blue ink)

Name VIK BAPNA
(Print or type name of person signing contract)

Title PRINCIPAL
(Print or Type)

Dated: MAY 23, 2023

Address 1561 E. ORANGE GROVE AVE #240
FULLERTON CA 92831

FOR COUNTY USE ONLY

Approved as to Legal Form

► Sophie Curtis
Sophie A. Curtis, Deputy County Counsel

Date May 24, 2023

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by District

► _____

Date _____

EXHIBIT 1
Scope of Work

(Attached behind this cover page)

SCOPE OF WORK

A. BACKGROUND INFORMATION

The community of Oak Glen and Forrest Falls both experience flooding during storm events and this has been exacerbated by the recent El Dorado Fire in the watersheds upstream of these communities. Recent flooding and mudflows in the area has demonstrated the increased flows and volume of debris since the fires. The District has provided temporary flood control measures to help alleviate some of this flooding however, it is not enough and a permanent solution needs to be studied, designed and constructed.

B. PROJECT DESCRIPTION

1. Project goal and objectives

To provide a H&H Study and Report including Risk/Hazard Assessment, Proposed Mitigation Options/ Strategies with Alternatives, Cost Analyses, Prioritization, Recommendations, and a Conceptual Design for the communities downstream of the El Dorado Fire.

The District previously prepared preliminary hydrology and debris flow calculation in 2020 during the fire as part of the Safety Assessment Team (SAT) Report. The Yucaipa Master Plan of Drainage (MPD) also includes planning hydrology for the City of Yucaipa and Community of Oak Glen which have both been impacted by post fire debris flows. There are also Watershed Emergency Response Team (WERT) Evaluation and a Burn Area Emergency Response (BAER) report that were created during the fires available for review as a reference only and a new H&H study should be prepared for the project area. The approved software to be used for the hydrology study is Advanced Engineering Software (AES) or CivilDesign and for the hydraulic analysis is HEC-RAS. Current topography data shall be utilized for the hydrology and hydraulic analyses.

This project is partially funded with Hazard Mitigation Grant Program 97.039 funds awarded by the U.S Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) and the Consultant shall comply with 2 Code of Federal Regulations (CFR) 200. All subcontractors must be procured per 2 CFR §200.317-.327 and local and State procurement policies, whichever is more stringent.

2. Deliverables/Requirements:

a. **Work Plan**

The Consultant will prepare a Work Plan that includes, but not limited to, a list of deliverables, milestone submittal schedule, summary of organization responsibilities and contacts, scope of work, task budgets, reporting and invoicing procedures, quality assurance plan, and project filing system. The Work Plan shall be submitted to the District prior to the first invoice.

Deliverables:

- Work Plan

b. **Meetings**

The Consultant shall document project meetings and prepare minutes of the meetings for the District's review within three (3) working days after each meeting. Upon receipt of the District's comments, if any, the Consultant shall incorporate comments into the meetings' minutes. Comments, which are not incorporated, shall be discussed with the District as to why such information has not been incorporated. The project at minimum shall include the following meetings:

- Kick-off Meeting - The Consultant shall organize an initial project meeting with the District staff to review and confirm project scope, risks, issues, assumptions and constraints as well as project schedule.
- Monthly Progress Updates - The Consultant shall schedule and conduct monthly progress meetings via video conference call with District staff to review project direction and redirect some elements as necessary to ensure the project's progress within the available budget and/or funding and schedule. The Consultant shall maintain a list of action items with projected completion dates and shall use this as a basis for monthly updates to the District's staff. The Consultant shall send current action item list via e-mail to the District staff three (3) working days prior to each progress meeting.

- Additional Meetings - The Consultant shall organize additional meetings, as required, to complete the project. Additional meetings include, but are not necessarily limited to, meetings to discuss review comments and responses, meetings with stakeholders such as other agencies, and the communities.

Deliverables:

- Meeting Minutes
- Written summaries of telephone/email coordination as appropriate
- Monthly Progress Reports

c. **Quality Assurance and Quality Control**

The Consultant will have a Quality Assurance and Quality Control Plan in effect for the duration of the Scope of Services. The plan will establish a process whereby all deliverables are independently checked, corrected and back checked prior to any formal submission and all job-related correspondence and memoranda are routed and received by affected persons and then appropriately filed. An appointed Quality Assurance Officer will monitor and review project activities and deliverable schedules. All deliverables shall contain signature of the Quality Assurance Officer.

Deliverables:

- Deliverables such as reports, preliminary plans, cost analysis, etc. shall be subject to signature by Quality Assurance Officer.

d. **Project Schedule**

The package is due by no later than June 2024 in order to meet all funding deadlines.

Consultant will prepare and update monthly a project schedule with tasks and milestones. The Consultant will break down the schedule by logical tasks consistent with the scope of work and with enough detail to track project progress. Both a baseline schedule and tracking updates are required. The schedule must reflect realistic estimates of review periods by the District for tasks, such as reports, plans, and coordination. The schedule shall be provided prior to first invoice.

Deliverables:

- Project Schedule
- Updated Monthly Project Schedule

e. **Monthly Progress Report and Invoice**

The Consultant will establish and apply internal accounting methods and procedures acceptable to the District for documenting and monitoring contract costs. The Consultant will submit monthly invoices broken down in a manner consistent with the Work Plan. The Consultant shall include with the monthly invoice a progress report that reflects the work completed within the invoice period. Payments to the Consultant are to be in arrears. In other words, the Consultant must have actually incurred and paid the costs before invoicing the District.

Invoices shall include the following:

- Prepared on the Consultant's letterhead;
- Signed by the Consultant's project manager;
- Have a unique invoice number;
- Progress report that reflects the work completed within invoice period;
- Appropriate backup documentation attached;
- If the contract involves subconsultants, a separate invoice for each subconsultant shall be attached in the same format as the prime Consultant's invoice and should be included in the summary of the prime Consultant's invoice.

Consultant shall regularly review project budgets per task versus percent of work completed per task to determine if there are any issues that need to be resolved, or if effective practices can be implemented to keep costs within budget. Tasks anticipated to exceed the total estimated costs must be identified and presented to the District as early as possible. If the Consultant fails to comply with the above requirements, the District shall have the right to delay payment.

Deliverables:

- Monthly Progress Report and Invoice

f. **Submittal Requirements**

The Consultant shall submit draft reports and a final report of the H&H Study for District review. The Consultant shall submit in PDF format electronic half-size hydrology maps and conceptual drawings/plans (11"x17") of the proposed mitigation solution with each submittal for review by the District and one (1) set of full-size hydrology maps, when revisions are made, with each submittal for checking by the District, along with the previous check prints. All deliverables shall be clearly marked as being fully checked, and the preparation of the material followed the quality control plan established for the work. All deliverables shall contain signature by the Quality Assurance Officer. Reports, Cost Analysis Estimates, etc., the Consultant shall submit four (4) sets to the District for review. The Consultant shall, at no additional cost to the District, correct errors, omissions, and unworkable and/or improper design/drafting on the original reports/drawings that are covered subsequent to the completion of the review process. The Consultant shall provide a copy of all transmittals, submittals, and letters sent to agencies regarding the project. Reports, Maps, Estimates shall be in English units and must conform to Federal, and District standards, regulations, policies, procedures, manuals, and practices. The Consultant shall provide clear, concise, and complete reports.

All drawings (if applicable) shall be prepared in AutoCAD or Civil 3D. All maps shall be prepared in AutoCAD, Civil 3D, or ArcGIS Pro. The report, conceptual drawings, preliminary plans, maps, cost analyses are to be considered to be the property of the District at all times and shall be submitted to the District as hard and electronic files, upon completion or as otherwise directed by the District.

All project submittals shall meet the current guidelines and standards required by the applicable authority, be it District, County, FEMA, or CFR. The Consultant shall be responsible for preparing the final Hydrology & Hydraulic Report signed by a Professional Engineer registered in the State of California.

Deliverables:

- Four (4) sets of Hydrology and Hydraulic (H&H) Report
- Digital Files of all reports, plans, and H&H analyses
- 11"x17" PDF Plans
- One (1) set of full-size Hydrology Maps, only when revisions occur
- Applicable referenced reports (digital copies only)

3. **Project Approach**

H&H Report including Risk/Hazard Assessment, Proposed Mitigation Options/Strategies, and Conceptual Designs and Cost Analyses of Recommended Alternatives

Tasks shall include project management and all tasks necessary to complete a H&H Report, provide recommended and alternative proposed flood mitigation projects, a preliminary cost analysis for each proposed project, and prioritization with recommendations. The consultant shall thoroughly document and discuss the hydrologic and hydraulic modeling including input parameters, standards used, and assumptions in the report. The consultant shall utilize the San Bernardino County Hydrology Manual.

a. **Literature Review and Field Investigation**

- Literature review of all relevant plans, drainage studies, hydrology reports, and El Dorado Fire reports. The District will provide available plans, reports and studies developed by or for the District. Fire reports such as the El Dorado Fire Watershed Emergency Response Team (WERT) Evaluation and the Burn Area and BAER report prepared by CalFire/California Geological Survey and the United States Department of Agriculture Forest Service and are available from each of those entities, respectively.
- The Consultant shall conduct field reviews of the project sites as required for the hydrology and hydraulic study and conceptual design. Field investigation will be used to evaluate current conditions, identify potential hazard areas or points of concerns (POC), perform surveying or measurements as needed, and provide photo documentation to incorporate in the H&H study and report.

b. H&H Study and Report

(a) Hydrologic Analyses

- (i) Perform hydrology calculations for the watersheds above the communities of Oak Glen and Forest Falls per the San Bernardino County Hydrology Manual. Provide flowrates for the 5-, 25-, and 100-year storm events.
- (ii) Current topography data shall be used for the hydrology and hydraulic analyses.
- (iii) Determine post-fire debris yields, normal bulking factor recommendations, and clear water flowrates.

(b) Hazard Identification, Risk Assessment, & Mitigation Options/Strategies

- (i) Identify potential hazard locations and assess the risk using the hydrology analyses and engineering judgement.
- (ii) Identify mitigation options and strategies and evaluate the feasibility of these options.
- (iii) Perform preliminary hydraulic analyses of proposed alternatives.
- (iv) Perform a cost analyses of the proposed alternatives. Prioritize the proposed mitigation options and provide recommendations with the input of the District.

(c) Conceptual Design and Preliminary Cost Estimate

- (i) Provide conceptual design, hydraulic analysis and preliminary cost estimate of selected recommended alternative.

Deliverables:

- At the Draft submittal phase (may consist of more than one (1) draft):
 - Draft Hydrology & Hydraulic Report
 - One (1) set of full-size Hydrology Maps
 - Four (4) sets of 11x17 Plans of Conceptual Design (not be required for all drafts)
 - Responses to previous comments (not required for first draft)
- At the Final submittal phase:
 - Final Hydrology and Hydraulic Report
 - Four (4) sets of 11x17 Plans
 - A copy of Digital Files of all reports, plans, and H&H analyses
 - Responses to comments

c. Community Outreach

- Community outreach shall be provided to inform the residents that will be impacted by the selected mitigation project and allow for their comments, questions, suggestions, and/or concerns to be addressed.
- The consultant, with the assistance and cooperation of District staff, will conduct the outreach.

C. ADDITIONAL REQUIREMENTS

The Consultant must be registered as a Civil Engineer with the California Board for Professional Engineers, Land Surveyors, and Geologists. The Consultant should have similar work experience in preparing hydrology and hydraulic studies/reports and providing hazard mitigation recommendations for different types of projects for Federal, State, or Local agencies.

CWE

Proposal Description



San Bernardino County Flood Control District

San Bernardino County Flood Control Mitigation – Advance Assistance (El Dorado Fire Area)
No. PWG123-FLOOD-4921

Proposal Description

The Oak Glen and Forest Falls communities experience flooding during storm events. The recent El Dorado Fire in the watersheds upstream of these communities has exacerbated the problem. The fire has increased flows and the volume of debris delivered during recent flooding and mudflow events in the area. Although the District has provided temporary flood control measures, they are not enough, and a permanent solution needs to be studied, designed, and constructed. The goal of this project is to provide a permanent solution to the flooding and debris flow problems that occur in the communities downstream of the El Dorado Fire.

The scope of this project is to provide a Hydrology and Hydraulic study and report that includes risk/hazard assessment, proposed mitigation options and strategies with alternatives, and cost analyses for the alternatives. A prioritization analysis will be conducted to evaluate the alternatives and provide the recommended solutions. Conceptual designs will be developed for the recommended projects and shown to the communities downstream of the El Dorado Fire.

The project will be partially funded with Hazard Mitigation Grant Program 97.039 funds awarded by the U.S Department of Homeland Security (DHS), FEMA. The funding requires that CWE will comply with 2 Code of Federal Regulations (CFR) 200, and all subcontractors must be procured with the more stringent processes of 2 CFR §200.317-.327, local, and State procurement policies.

The project will include a Hydrology and Hydraulic Report that will include the following information:

- Risk/Hazard Assessment,
- Proposed Mitigation Options/Strategies, and
- Class D cost analysis for each mitigation alternative
- Alternatives analysis and prioritization
- Conceptual Designs of Recommended Alternatives

CWE will document and discuss the hydrologic and hydraulic modeling including input parameters, standards used, and assumptions in the report. The analysis will utilize the San Bernardino County Hydrology Manual methods and approaches to assess hydrologic responses within the watershed. The following sections discuss the details of each task to be completed based on the project scope in the request for proposal and the experience CWE has in fire related studies.

Task A: Literature Review and Field Investigation

CWE will review relevant plans, drainage studies, hydrology reports, and El Dorado Fire reports provided by the District. These documents will include available plans, reports and studies developed by or for the District. They will also include the El Dorado Fire Watershed Emergency Response Team (WERT) Evaluation and the Burn Area Emergency Response (BAER) report prepared by CalFire/California Geological Survey and the United States Department of Agriculture Forest Service. The information from these documents will be summarized in the H&H report. Data gaps will be evaluated to determine if additional information is needed that can be collected during the field investigation. These documents



San Bernardino County Flood Control District

San Bernardino County Flood Control Mitigation – Advance Assistance (El Dorado Fire Area)
No. PWG123-FLOOD-4921

will provide information on existing infrastructure, the impacts of the fire, and the burn severity and extent. This information will be coupled with hydrologic analysis and debris production assessments to determine the potential impacts of fire within the fire areas near Forest Falls and Oak Glen.

CWE will develop a draft Literature Review technical memorandum. The memorandum will include summaries of the documents reviewed, notes on key information from the sources, and any data gaps in the information related to the hazard analysis tasks. Once the District has reviewed the draft technical memorandum and provided feedback, CWE will finalize the Literature Review technical memorandum. It is assumed that only one (1) review will be performed and all District comments will be provided at the same time.

CWE will also conduct a desktop level analysis of potential project sites based on the fire boundary, watershed boundaries, topography, and aerial imagery to determine delineation of watershed subareas and debris yield boundaries. CWE staff will visit the watershed to conduct field reviews of the potential project sites prior to developing the hydrologic and hydraulic models for analysis of potential projects. The field investigation will be used to evaluate current conditions, identify potential hazard areas or points of concerns (POC), evaluate the need for surveying or other measurements, and to provide photo documentation to incorporate in the Hydrologic and Hydraulic study and report.

CWE will develop a draft field investigation technical memorandum. The memorandum will include descriptions of the potential hazard sites, photographs of the areas, and any notes on the location related to flooding, scour and deposition, flow constrictions, alluvial fan conditions, or other relevant features. It is assumed that only one (1) review will be performed and all District comments will be provided at the same time. District comments will be incorporated into the Final Hydrologic and Hydraulics Analysis Report.

Deliverables:

- Draft Literature Review Summary Memorandum in PDF format
- Draft Field Investigation Technical Memorandum in PDF format

Task B: Hydrology and Hydraulic Study and Report

This section covers the hydrologic and hydraulic analyses for the watersheds tributary to Oak Glen and Forest Falls. The approach to conducting the risk and hazard assessments is provided along with discussion on how option priorities will be developed into a decision matrix for use in selecting recommended alternatives. The section also covers the expectations for developing conceptual design plans and evaluating the costs associated with each recommended alternative.

Hydrologic Analyses

Hydrology for the watersheds above the Oak Glen and Forest Falls communities will utilize the San Bernardino County Hydrology Manual methodologies to estimate peak flow rates for the clear flow 5-, 25-, and 100-year storm events. Use of the Unit Hydrograph method for analysis of key locations within the watersheds is expected due to the scale of the fire area and expected debris capture locations near the outlets of tributary canyons.



San Bernardino County Flood Control District

San Bernardino County Flood Control Mitigation – Advance Assistance (El Dorado Fire Area)
No. PWG123-FLOOD-4921

Runoff from fires increases due to the loss of vegetation and development of a hydrophobic layer beneath the soil that prevents infiltration. The flow volume also increases through sediment bulking from increased fine sediments from ash and accelerated erosion. CWE will evaluate the amount of increased runoff and bulking for burned watersheds to be applied to results from each clear flow design event. Normal bulking factors for clear flows determined by the models will be recommended for normal flooding event analysis. Burned and bulked flows will be used above debris capture systems. Burned but unbulked flows will be used below debris capture systems to evaluate the potential impacts of flooding on infrastructure and property.

The hydrologic and hydraulic analyses will rely on current topographic data. CWE assumes that the District will provide this information. Due to the FEMA funding expectations, CWE assumes that the data has been collected at a resolution that meets FEMA floodplain and hazard mapping requirements.

The post-fire hazard assessment requires analysis of debris yields mobilized by runoff after a wildfire. Debris yield will provide information on the need for debris retaining structures and help determine structure type and size. Structures range from debris retaining inlets up to detention basins regulated as dams.

The results of the hydrologic analyses will be critical in developing effective flood hazard mitigation measures. By identifying the potential risks associated with different storm events, local authorities and emergency responders will be better equipped to prepare for and respond to flood events, which can help to minimize property damage and ensure public safety. Moreover, the use of current topography data and advanced modeling techniques will enable more accurate and comprehensive assessments of the flood risks in the area, which can help to guide future land use decisions and infrastructure planning. Overall, the hydrologic analyses represent an important step towards building more resilient and sustainable communities in the face of ongoing environmental challenges.

CWE will develop a draft hydrology and hydraulics technical memorandum. The memorandum will include descriptions of the watershed and subareas, land use, soil types, rainfall values for design events, assumptions for flow routing, debris yield calculations, bulking analysis, and flow rates for clear flow, burned, and burned and bulked conditions. It is assumed that only one (1) review will be performed and all District comments will be provided at the same time. District comments will be incorporated into the Final Hydrologic and Hydraulics Analysis Report..

Deliverables:

- Draft Hydrology Technical Memorandum in PDF format
- Hydrology model input and output files in electronic format

Hazard Identification, Risk Assessment, & Mitigation Options/Strategies

Once the hydrology has been evaluated and the debris yield and bulking factors are reviewed by the District, the evaluation of hazards and risks will begin. The tasks related to hazards and risks are broken down into smaller subsections below. Each section has a deliverable to allow the District to provide input at each step of the process to ensure that the goals and objectives of the project are met, and that District and Stakeholder feedback are incorporated into the evaluation process.



San Bernardino County Flood Control District

San Bernardino County Flood Control Mitigation – Advance Assistance (El Dorado Fire Area)
No. PWG123-FLOOD-4921

Hazard Identification

CWE will identify the potential hazard locations for debris flows and flooding using office tools and then verify locations during the field investigation. These hazard sites will then be evaluated for flow rates, burning and bulking, and debris production to determine the magnitude of the hazard.

Once the hydrologic modeling is completed, HEC-RAS models will be developed to help with hazard identification and risk assessment. Debris flow hazards will be determined using the mudflow analysis tools in HEC-RAS using the new non-Newtonian flow features, unless the District prefers the use of FLO-2D. Flooding hazards will be determined based on hydrologic model output and HEC-RAS modeling to evaluate flooding potential along blue line streams.

CWE will develop a hazard identification technical memorandum. The memorandum will include the input data, assumptions on modeling parameters, the results from analysis of both debris flow and channel flow models, and conclusions related to the severity of the hazard. It is assumed that only one (1) review will be performed and all District comments will be provided at the same time. District comments will be incorporated into the Final Hydrologic and Hydraulics Analysis Report.

Deliverables:

- Draft Hazard Identification Memorandum in PDF format
- HEC-RAS model input and output files in electronic format

Risk Assessment and Mitigation Alternatives

Once the potential hazards have been identified the risk will be assessed by evaluating the probability of the hazard occurring and the amount of potential damage at each site. The next step is to identify potential mitigation options and strategies. This may include solutions such as building levees or floodwalls, constructing debris basins or debris retaining inlets, implementing early warning systems, or relocating infrastructure to safer locations.

After potential mitigation options have been identified and evaluated, preliminary hydraulic analyses of proposed alternatives must be conducted. CWE will model the structural alternatives in HEC-RAS to determine what impacts the solution has on mitigating the hazard. CWE will model up to 20 structural solutions within the fire area. It is assumed that two (2) alternatives will be modeled at ten (10) different sites. Non-structural alternatives will be evaluated in the feasibility assessment.

CWE will develop a risk assessment technical memorandum. The memorandum will include the risk assessment analysis for each potential hazard location, and the input data, assumptions on modeling parameters, results from analysis of both debris flow and channel flow models, and conclusions related to risk mitigation for each structural solution. It is assumed that only one (1) review will be performed and all District comments will be provided at the same time. District comments will be incorporated into the Final Hydrologic and Hydraulics Analysis Report.

Deliverables:

- Draft Risk Assessment Memorandum in PDF format
- HEC-RAS model input and output files in electronic format



San Bernardino County Flood Control District

San Bernardino County Flood Control Mitigation – Advance Assistance (El Dorado Fire Area)
No. PWG123-FLOOD-4921

Mitigation Options/Strategies Feasibility Analysis

Option feasibility must be evaluated considering effectiveness, cost, and potential social or environmental impacts. CWE will develop a decision matrix for analyzing the alternatives and then work with the District to refine the matrix and weightings for each impact category. CWE will develop Class D construction cost estimates for each proposed alternative based on previous projects completed, District projects, and engineering judgment. The alternatives will also be evaluated for expected maintenance and operations costs. Potential cost savings for hazard mitigation will be estimated based on existing and expected future community growth conditions.

CWE will rank the alternatives for each location and get District input on the proposed mitigation options to determine the recommended alternative. The recommended alternatives will then be ranked in priority based on the identified risks, feasibility, and cost analyses. This will help ensure that the most effective and financially viable solutions are implemented to mitigate the identified hazards and protect the community.

CWE will develop a mitigations options/strategies technical memorandum. The memorandum will include the risk assessment analysis for each potential hazard location, implementation costs, potential social and environmental impacts, and the scoring matrix for each alternative. The memorandum will include details on the assumptions and methods used for the calculations and ranking assessment. It is assumed that only one (1) review will be performed and all District comments will be provided at the same time. District comments will be incorporated into the Final Hydrologic and Hydraulics Analysis Report.

Deliverables:

- Draft Mitigations Options/Strategies Technical Memorandum in PDF format

Conceptual Design and Preliminary Cost Estimate

CWE will evaluate preliminary alternatives to address the creek erosion/maintenance concerns for each location. The preliminary alternatives analysis will include site visits, photo documentation of existing conditions, preliminary layouts (~10% design level), cost estimates, impacts to existing floodplains, and summarize up to three (3) potential remediation alternatives at each site.

CWE will develop 10% design plans for the recommended alternative at each of ten (10) locations showing plan view, and typical sections of the main channel. If a basin is located, a profile of the dam will be provided to show the elevations of the dam crest, toe, and possible width.

Class D costs will be developed for each recommended alternative based on past project cost information to be provided by the City, databases of costs developed by CWE, and engineering judgement. CWE has developed costs for preliminary analysis on hundreds of stormwater infrastructure projects, parks, and multi-benefit projects.

Deliverables:

- Four (4) sets of 11-inch by 17-inch Plans of Final Conceptual Design



San Bernardino County Flood Control District

San Bernardino County Flood Control Mitigation – Advance Assistance (El Dorado Fire Area)
No. PWG123-FLOOD-4921

Draft Hydrology and Hydraulics Report

After completing all of the tasks in the hydrology and hydraulics section, a draft Hydrology and Hydraulics Report will be prepared by compiling all of the information into a complete report detailing all of the study efforts and results. The District will review the draft document and conceptual drawings and provide feedback.

Deliverables:

- Draft Hydrology & Hydraulic Report
- One (1) set of full-size Hydrology Maps
- Four (4) sets of 11-inch by 17-inch Plans of Conceptual Design
- Responses to previous comments

Final Hydrology and Hydraulics Report

Once the District has reviewed the draft report and drawings, CWE will finalize the hazard identification technical memorandum with conclusions on the recommended alternative at each site. It is assumed that only one (1) review will be performed and all District comments will be provided at the same time.

Deliverables:

- Final Hydrology and Hydraulic Report
- Four (4) sets of 11-inch by 17-inch Plans
- Digital Files of all reports, plans, and H&H analyses
- Responses to comments

Task C: Community Outreach

CWE has experience with community outreach, which is an essential aspect of any project that aims to mitigate the risks of flooding and debris flow. It is crucial to inform and educate the residents who will be impacted by the project about the benefits, the timeline, and the potential disruptions during the implementation. CWE has found that it can be important to conduct community outreach prior to starting projects to give the community a chance to share concerns, provide input into potential solutions, and recognize that they are part of the project. We recommend community outreach prior to the field investigation as an additional point in the decision process. A second community meeting can be scheduled to get community feedback once preliminary concepts are developed and prior to ranking the alternatives. This will help evaluate potential social impacts associated with each alternative.

CWE will conduct the community outreach with input from District staff. The outreach strategy will be discussed with the District during the Kickoff Meeting and a plan will be finalized. . The objective of the outreach efforts are to allow residents to ask questions, provide suggestions and express concerns, which will be considered and addressed during the planning process.



San Bernardino County Flood Control District

San Bernardino County Flood Control Mitigation – Advance Assistance (El Dorado Fire Area)
No. PWG123-FLOOD-4921

CWE will work closely with District staff to identify the key stakeholders and community groups that should be involved in the outreach process. Together they will create an inclusive and transparent outreach strategy that reaches all members of the community, including those who may not have easy access to digital communication. The outreach plan will include the strategies and approaches for communicating with the community, including public meetings, presentations, sidewalk booths at events, and social media. Once the District has reviewed the technical memorandum and provided feedback, CWE will finalize the outreach plan for implementation.

Deliverables:

- Draft and Final Agenda, Presentation Slides, Meeting Summaries for Pre-Assessment Outreach Meeting
- Draft and Final Agenda, Presentation Slides, Meeting Summaries for Post-Assessment Outreach Meeting

Task D: Project Management

CWE will manage the projects based on our standard internal project management process discussed in previous sections. We will oversee all consultant project staff, provide quality assurance/quality control of all deliverables, manage budgets and invoices, manage the schedule with monthly updates, conduct progress and delivery team meetings as needed, and provide stakeholder coordination and communication, meeting records and project file management. Most meetings will be held virtually to reduce project costs. The details for each of the management tasks is provided in the work plan section.

Deliverables:

- Kick-Off Meeting Attendance and Notes in PDF format
- Progress Meetings Attendance and Notes in PDF format
- QA/QC Reviews
- Budget Management/Invoicing
- Schedule Updates (Monthly)
- Project File Management (to be sent to the District at completion of Project)

EXHIBIT 2
Fee Schedule

(Attached behind this cover page)



San Bernardino County Flood Control District El Dorado Fire Area Flood Mitigation Assistance (PWG123-FLOOD-4921)

Professional Service Fee

Prepared by CWE on 04/19/2023

Task	Principal	Sr. Project Manager	Technical Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Project Coordinator	Graphic Designer	Mileage
A Literature Review and Field Investigation	\$296	\$290	\$241	\$182	\$176	\$142	\$116	\$114	\$130	\$0.655
Literature Review		8				40	40			
Draft Literature Review Technical Memorandum	\$5,222	4				12	12	1	2	
Field Investigation	\$18,190	16		40		40				900
Draft Field Investigation Technical Memorandum	\$5,854	4		8		16		1	2	
B Hydrologic and Hydraulic Report										
Hydrologic Analyses										
Hydrology Study	\$25,680	8			80		80			
Debris Yield Analysis	\$10,952	4			24		48			
Bulking Factor Analysis	\$580	2								
Draft Hydrologic Technical Memorandum	\$8,550	8			16		16	1	2	
Hazard Identification, Risk Assessment, & Mitigation Options/Strategies										
Hazard Identification										
Existing Conditions HEC-RAS Flooding Analysis	\$25,794	8			80		80	1		
Existing Conditions HEC-RAS Debris Flow Analysis	\$25,794	8			80		80	1		
Draft Hazard Identification Memorandum	\$9,920	2			24		24			
Risk Assessment										
Evaluate sites for potential alternatives	\$6,992	8			16		16			
Risk level reduction assessment with HEC-RAS	\$26,954	12			80		80	1		
Draft Risk Assessment Technical Memorandum	\$6,424	4			16		16			
Mitigation Options/Strategies Feasibility Analysis										
Feasibility Matrix Development	\$7,584	2			16		16			
District Review										
Feasibility Analysis and Prioritization	\$28,114	16			80		80	1		
Draft Mitigation Options/Strategies Technical Memorandum	\$7,584	2			16		16			
District Review and Recommended Alternative Selection										
Conceptual Design and Preliminary Cost Estimate										
Development of Conceptual Plans	\$28,034	24			40		120	1		
Preliminary Cost Estimate	\$6,960	8					40			
Draft Hydrology and Hydraulics Report	\$10,626	8			24		24	1		
Final Hydrology and Hydraulics Report	\$5,370	2			12		12	1		
C Community Outreach										
Pre-Study Community Outreach Meeting	\$10,936	4						4	24	
Summary of Outreach Meeting	\$1,544	2								
Post-Analysis Community Outreach on Recommended Alternatives	\$10,936	4						4	24	
Summary of Outreach Meeting	\$1,544	2								
D Project Management										
Kickoff Meeting	\$3,316	4		4			4			
Coordination Meetings	\$5,900	12		8						
Schedule Updates	\$1,704					12				
Monthly Progress Meetings	\$8,972	12		8		12		12		
Total Fee and Hours	\$328,670	30	226	52	604	132	804	30	54	900

All Direct Expense Costs are billed at Cost + 10%

EXHIBIT 3
FEMA Grant Documents

(Attached behind this cover page)

Notice of Funding Opportunity (NOFO)



An official website of the United States government

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FEMA

DR-4569-CA Initial Notice



English

Notice Date

October 16, 2020

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4569-DR]

[Docket ID FEMA-2020-0001]

California; Major Disaster and Related Determinations

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This is a notice of the Presidential declaration of a major disaster for the State of California (FEMA-4569-DR), dated October 16, 2020, and related determinations.

DATE: The declaration was issued October 16, 2020.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that, in a letter dated October 16, 2020, the President issued a major disaster declaration under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 *et seq.* (the “Stafford Act”), as follows:

I have determined that the damage in certain areas of the State of California resulting from wildfires beginning on September 4, 2020, and continuing, is of sufficient severity and magnitude to warrant a major disaster declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 *et seq.* (the “Stafford Act”). Therefore, I declare that such a major disaster exists in the State of California.

In order to provide Federal assistance, you are hereby authorized to allocate from funds available for these purposes such amounts as you find necessary for Federal disaster assistance and administrative expenses.

You are authorized to provide Individual Assistance and emergency protective measures (Category B), including direct Federal assistance, under the Public Assistance program in the designated areas; Hazard Mitigation throughout the State, and any other forms of assistance under the Stafford Act that you deem appropriate subject to completion of Preliminary Damage Assessments (PDAs).

Consistent with the requirement that Federal assistance is supplemental, any Federal funds provided under the Stafford Act for Public Assistance, Hazard Mitigation, and Other Needs Assistance under section 408 will be limited to 75 percent of the total eligible costs.

Further, you are authorized to make changes to this declaration for the approved assistance to the extent allowable under the Stafford Act.

The time period prescribed for the implementation of section 310(a), Priority to Certain Applications for Public Facility and Public Housing Assistance, 42 U.S.C. 5153,

shall be for a period not to exceed six months after the date of this declaration.

The Federal Emergency Management Agency (FEMA) hereby gives notice that pursuant to the authority vested in the Administrator, under Executive Order 12148, as amended, Willie G. Nunn, of FEMA is appointed to act as the Federal Coordinating Officer for this major disaster.

The following areas of the State of California have been designated as adversely affected by this major disaster:

Fresno, Los Angeles, Madera, Mendocino, San Bernardino, San Diego, and Siskiyou Counties for Individual Assistance.

Fresno, Los Angeles, Madera, Mendocino, San Bernardino, San Diego, and Siskiyou Counties for emergency protective measures (Category B), including direct federal assistance, under the Public Assistance program.

All areas within the State of California are eligible for assistance under the Hazard Mitigation Grant Program.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Pete Gaynor,

Administrator,

Federal Emergency Management Agency.

Last updated February 13, 2021

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DR-4569-CA Amendment 001



English

Notice Date

October 22, 2020

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4569-DR]

[Docket ID FEMA-2020-0001]

California; Amendment No. 1 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4569-DR), dated October 16, 2020, and related determinations.

DATE: This amendment was issued October 22, 2020.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: The notice of a major disaster declaration for the State of California is hereby amended to include the following areas among those areas determined to have been adversely affected by the event declared a major disaster by the President in his declaration of October 16, 2020.

Napa, Shasta, and Sonoma Counties for Individual Assistance.

Napa, Shasta, and Sonoma Counties for emergency protective measures (Category B), including direct federal assistance, under the Public Assistance program.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050 Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Pete Gaynor,

Administrator,

Federal Emergency Management Agency.

DR-4569-CA Amendment 002



English

Notice Date

November 17, 2020

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4569-DR]

[Docket ID FEMA-2020-0001]

California; Amendment No. 2 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4569-DR), dated October 16, 2020, and related determinations.

DATE: This amendment was issued November 20, 2020.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective November 17, 2020.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown

Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Pete Gaynor,

Administrator,

Federal Emergency Management Agency.

DR-4569-CA Amendment 003



English

Notice Date

November 25, 2020

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4569-DR]

[Docket ID FEMA-2020-0001]

California; Amendment No. 3 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4569-DR), dated October 16, 2020, and related determinations.

DATE: This amendment was issued November 25, 2020.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: The notice of a major disaster declaration for the State of California is hereby amended to include the following areas among those areas determined to have been adversely affected by the event declared a major disaster by the President in his declaration of October 16, 2020.

Del Norte County for Public Assistance, including direct federal assistance.

Fresno, Madera, Mendocino, Napa, Shasta, Siskiyou, and Sonoma Counties for debris removal [Category A] and permanent work [Categories C-G] (already designated for Individual Assistance and emergency protective measures [Category B], including direct federal assistance, under the Public Assistance program).

Yuba County for debris removal and emergency protective measures (Categories A and B), including direct federal assistance, under the Public Assistance program.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050 Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Pete Gaynor,

Administrator,

Federal Emergency Management Agency.

DR-4569-CA Amendment 004



English

Notice Date

May 14, 2021

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4569-DR]

[Docket ID FEMA-2021-0001]

California; Amendment No. 4 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for State of California (FEMA-4569-DR), dated October 16, 2020, and related determinations.

DATE: This change occurred on May 14, 2021.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: The Federal Emergency Management Agency (FEMA) hereby gives notice that pursuant to the authority vested in the Administrator, under Executive Order 12148, as amended, Andrew Grant, of FEMA is appointed to act as the Federal Coordinating Officer for this disaster.

This action terminates the appointment of Willie G. Nunn as Federal Coordinating Officer for this disaster.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell

Administrator,

Federal Emergency Management Agency

FEMA

Grant Approval Package



FEMA

October 7, 2022

Mark S. Ghilarducci, Director
Governor's Authorized Representative
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Reference: Application Approval, HMGP DR-4569-498-018R
San Bernardino County Flood Control District
San Bernardino County Flood Mitigation
FIPS Code: 071-91103, Supplement 18

Dear Mark Ghilarducci:

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for the San Bernardino County Flood Control District, HMGP DR-4569-498-018R, San Bernardino County Flood Mitigation.

The total project cost is \$1,500,000. As shown in the enclosed Obligation Report – Supplement 18, we are obligating \$1,125,000 for the 75 percent Federal share; the 25 percent non-Federal share is \$375,000. These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

Total Project Cost:	Federal Share (75%):	Non-Federal Share (25%):
\$1,500,000	\$1,125,000	\$375,000


This HMGP project approval and obligation of funds are subject to the following conditions:

- 1. Scope of Work (SOW)** – The San Bernardino County Flood Control District, with the help of a consultant, will complete hydrology and hydraulic studies of identified hazard areas in several watersheds, provide engineering and design of proposed mitigation projects, and submit a subapplication that includes a final schedule, cost estimate, and BCA.
- 2. Project Completion Date** – The work schedule included with the project application indicates that the project will take 36 months to complete. Please inform the sub-recipient that work completed after this date is not eligible for federal funding, and that federal funds may be de-obligated for work completed outside the completion date when there is no approved time extension.

3. **Project Closeout** – Within 120 days of project completion, all project funds must be liquidated and final closeout documentation for the project must be submitted to FEMA. Please note the project must comply with Code of Federal Regulations Title 2, Part 200 reporting requirements at the time of closeout.
4. **Record of Environmental Considerations (REC)** – This Advance Assistance funding has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. Categorical Exclusions A4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) has been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance, including funding.
5. **Standard Conditions** – This project approval is subject to the enclosed *Standard Mitigation Grant Program (HMGP) Conditions*, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions or need further assistance please contact Jocelyn Madison-Kelly, Grants Management Specialist, by email jocelyn.madisonkelly@fema.dhs.gov, or phone (202) 717- 0135.

Sincerely,

for 
Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Digitally signed by ROBERT
P MCCORD
Date: 2022.10.07 13:42:17
-07'00'

Enclosures (3):

Obligation Report - Supplement 18
Project Management Report
Record of Environmental Clearance (REC)
Standard Mitigation Grant (HMGP) Conditions

cc:

Jennifer Hogan, State Hazard Mitigation Officer, California Governor's Office of
Emergency Services
Jacy Hyde Ph.D., Branch Chief, California Governor's Office of Emergency Services
Anna Foley, Hazard Mitigation Grants Specialist, California Governor's Office of
Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4569	18 -R	0	498	1	18	CA	Statewide

Subrecipient: SAN BERNARDINO COUNTY FLOOD CONTRO Project Title : San Bernardino County Flood Mitigation - Advance Assistance

Subrecipient FIPS Code: 071-U3M2V

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$1,125,000.00	\$1,125,000.00	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$1,125,000.00	\$75,000.00	\$1,200,000.00	09/28/2022	Accept	2022

Comments

Date: 09/23/2022 User Id: SSCOTT39

Comment: Approved funding for for HMGP 4569-498-18R San Bernardino County-Flood Mitigation Advance Assistance for \$1,125,000 Federal Share and \$75,000 Sub Recipient Management Costs = \$1,200,000.

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 09/23/2022

HMO Authorization Name: EMILY BAUMGARTNER

HMO Authorization Date: 09/28/2022

09/30/2022
11:16 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4569	18-R	0	498	CA	Statewide

Subrecipient: SAN BERNARDINO COUNTY FLOOD CON

FIPS Code: 071-U3M2V

Project Title : San Bernardino County Flood Mitigation - Advance Assistance

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : San Bernardino County Flood Mitigation - Advance Assistance

Recipient : Statewide

Subrecipient : SAN BERNARDINO COUNTY FLO

Recipient County Name : San Bernardino

Subrecipient County Name : San Bernardino

Recipient County Code : 71

Subrecipient County Code : 71

Recipient Place Name : San Bernardino (County)

Subrecipient Place Name : San Bernardino (County)

Recipient Place Code : 0

Subrecipient Place Code : 99071

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	Plan Initiation & Develop Planning Team	2 months	00/00/0000	00/00/0000	00/00/0000
0	Consultant Procurement	3 months	00/00/0000	00/00/0000	00/00/0000
0	Field Investigation	2 months	00/00/0000	00/00/0000	00/00/0000
0	Field Investigation	2 months	00/00/0000	00/00/0000	00/00/0000
0	Risk Assessment	3 months	00/00/0000	00/00/0000	00/00/0000
0	Planning, Hydrology and Hydraulic Studies	7 months	00/00/0000	00/00/0000	00/00/0000
0	Mitigation Options/Strategies/Feasibility	3 months	00/00/0000	00/00/0000	00/00/0000
0	Preliminary (65%) Design and Engineering	8 months	00/00/0000	00/00/0000	00/00/0000
0	Environmental Documentation (CEQA & EHP Review)	7 months	00/00/0000	00/00/0000	00/00/0000
0	Subapplication Development	2 months	00/00/0000	00/00/0000	00/00/0000
0	Grant Close-out	3 months	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$1,500,000.00	75.00000000	\$1,125,000.00	25.00000000	\$375,000.00

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
11	A	09/23/2022	09/23/2022	2022	7832324	0	\$1,125,000.00	\$75,000.00	\$1,200,000.00
Total							\$1,125,000.00	\$75,000.00	\$1,200,000.00

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	09/28/2022	09/28/2022	2022	7980078	0	18	\$1,125,000.00	\$75,000.00	\$1,200,000.00
Total								\$1,125,000.00	\$75,000.00	\$1,200,000.00

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4569-0018-CA (4569-498-018) (1)

Title: Advance Assistance - San Bernardino Co. Flood Mitigation

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment San Bernardino County Flood Control District needs to perform hydrology, hydraulic, and Feasibility studies to determine areas most vulnerable in communities affected by the El Dorado Fire and perform preliminary engineering and design of future flood and debris mitigation measures.

This Advance Assistance funding has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. Categorical Exclusion A4 (Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) has been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - tyong49
- 08/24/2022 23:20:23 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4569-0018-CA (4569-498-018) (1)

Title: Advance Assistance - San Bernardino Co. Flood Mitigation

Environmental Law/ Executive Order	Status	Description	Comment
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	No Low income or minority population in, near or affected by the project - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	Based on the type of activities as described in the scope of work, this project has been determined to have no effect on Federally listed threatened and endangered species or critical habitat. - tyoun49 - 08/24/2022 23:14:51 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	Activities associated with this Undertaking do not have the potential to take migratory birds. - tyoun49 - 08/24/2022 23:16:27 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Not type of activity with potential to affect historic properties - Review concluded	The Undertaking complies with Stipulation I.A.7.f (assistance provided for planning, studies, design and engineering costs) of the Programmatic Agreement among the

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4569-0018-CA (4569-498-018) (1)**Title:** Advance Assistance - San Bernardino Co. Flood Mitigation

Environmental Law/ Executive Order	Status	Description	Comment
			Federal Emergency Management Agency (FEMA), State Historic Preservation Office (SHPO), and California Office of Emergency Services (Cal OES), signed October 29, 2019. Thus, the Undertaking does not require SHPO review, and FEMA has no further Section 106 responsibilities in accordance with 36 CFR § 800.3(a)(1). - tyoung49 - 08/24/2022 23:14:25 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.