

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND HDR ENGINEERING, INC.**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **HDR Engineering, Inc.**, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from January 2, 2023 to January 31, 2024, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement

benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

SECTION 9. INSURANCE.

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk’s Office
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

HDR Engineering, Inc.
2365 Iron Point Road, Suite 300
Folsom, CA 95630
(925) 465-2717

SECTION 22. EXHIBITS:

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Performance
- Exhibit C: Compensation
- Exhibit D: Additional Terms and Conditions – Applicable to Consultants, Contractors and Subcontractors”, which are required for all project consultants performing services on a project funded by the CalOES/FEMA, are appended to this contract by referenced terms and conditions in any sub consultant contract executed for this project.

///

///

///

///

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CONSULTANT

CITY OF WATSONVILLE

BY _____
Rene Mendez, City Manager

DocuSigned by:
Holly Kennedy
BY _____
Holly Kennedy, PE Senior Vice President

ATTEST:

BY _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY _____
Samantha W. Zutler, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

The scope of services is as follows:

- See Attachment A. – SCOPE OF SERVICES

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule: **January 2, 2023 through January 31, 2024**

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$627,812.

b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall [not] include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this Contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

EXHIBIT "D"

Additional Terms and Conditions - Applicable to Consultants, Contractors and Subcontractors

- See Attachment B. – Appendix II to Part 200, Title 2 – Grants and Agreements



December 7, 2022

Ms. Danielle Green, Principal Engineer
City of Watsonville
Department of Public Works and Utilities
250 Main Street
Watsonville, CA 95076

RE: HDR's Proposal for Pajaro River Levee Embankment Stabilization at the City's Wastewater Treatment Facility

Dear Ms. Green:

HDR understands that the City of Watsonville (City) is interested in stabilizing a portion of the right bank levee embankment along the Pajaro River adjacent to the City's wastewater treatment facility, with approximately 2,100 linear feet (LF) of Slag-Cement-Cement-Bentonite (SCCB) cutoff wall. The portion of levee to be stabilized is part of a larger segment of levee (from Highway 1 to the Pacific Ocean) that is part of the U.S. Army Corps of Engineers (USACE) federal footprint. The City is working in partnership with the levee owner, Santa Cruz County – Flood Control and Water Conservation District – Zone 7, to make these stabilization improvements.

Previous analyses (done by others) determined that the levee could breach prior to overtopping in the vicinity of the City's wastewater treatment facility. At the current design height, the levee provides protection for a 6- to 8-year flood event. The scope of this project is limited to design and construction phase services for a SCCB cutoff wall to reduce the likelihood of a breach prior to overtopping of the levee. It is HDR's understanding that there are no current plans to raise the levee profile to provide a higher level of service. This project would not address Title 44 CFR Section 65.10 requirements.

Figure 1 on the following page shows the project site map.

The City asked HDR to develop the following scope of work to provide geotechnical and civil analysis and design services, environmental permitting services, and engineering design support during construction.

Ms. Danielle Green
December 7, 2022
Page 2



Figure 1 – Project Site Map

Scope of Work

Task 1 - Project Management

HDR's project manager will manage the scope, budget, and schedule for HDR's team and for the activities outlined below. The City will be provided with monthly status updates, notification of changes in scope, schedule, or budget, and necessary corrective actions. This task also includes the development of project management and quality control plans.

DELIVERABLES:

- Monthly status reports and invoices in PDF format (assumes 24 months of invoices and status reports).
- Project management and quality control plans in PDF format (draft and final).

Ms. Danielle Green
December 7, 2022
Page 3

ASSUMPTIONS:

- Notice to Proceed will occur on January 1, 2023.
- Scope duration is 24 months.

Task 2 – Meetings and Site Visits

HDR will attend coordination and progress meetings with the City to apprise the team of project status, upcoming deliverables, and activities. The following meetings have been assumed:

- One kick-off meeting
- Monthly design coordination meetings
- Bi-weekly internal design meetings

This task also includes up to two site visits.

DELIVERABLES:

- Agenda and meeting notes in PDF format.

ASSUMPTIONS:

- Meetings will be held virtually using WebEx.
- Kick-off meeting will consist of up to four HDR attendees for up to two hours.
- Monthly design coordination meetings will consist of up to two HDR attendees for up to one hour each for the duration of the design (up to 13 meetings).
- Bi-weekly internal design meetings will consist of up to four HDR attendees for up to one hour each for the duration of the design (up to 26 meetings).
- Site visits will consist of up to four HDR attendees per site visit for up to 12 hours per person per site visit. COVID-19 protocols will be followed, if still applicable.

Task 3 - Data Collection and Review

HDR will review previously collected data for this project and will notify the City of any data gaps. If additional topographic or utility surveys are needed then HDR will coordinate with City and provide details on the types and extents of needed surveys.

DELIVERABLES:

- Written summary of data gaps and data needs (if needed).

Ms. Danielle Green
December 7, 2022
Page 4

ASSUMPTIONS:

- City will provide missing data and obtain any additional required surveys.

Task 4 - Environmental Documentation

Subtask 4.1 - California Environmental Quality Act (CEQA) Documentation

The proposed project will need to comply with the requirements of CEQA (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (Title 14, Section 15000 et seq. of the California Code of Regulations). HDR understands that the City is working with Santa Cruz County – Flood Control and Water Conservation District – Zone 7, who owns and maintains the levee locally and is developing a partnership agreement with Santa Cruz County – Flood Control and Water Conservation District – Zone 7 to perform this project. The City will serve as the lead agency for the project for the purposes of CEQA. Santa Cruz County will need to approve the project as well and likely grant an authorization or permit to the City to complete project construction. As a result, HDR will support the City and complete the necessary CEQA documentation for the project to support stabilizing the levee embankment and reducing risks to the City's wastewater treatment facility. HDR understands that the City would like to pursue an exemption under CEQA for the project. The project does not meet the criteria of a Statutory Exemption per the CEQA Guidelines. The project may meet the criteria of a Categorical Exemption per the CEQA Guidelines (CEQA State Guidelines Sections 15300 to 15332 - type and class to be determined through coordination with the City). Therefore, the scope below assumes that the project meets the conditions of a Categorical Exemption (Cat Ex) and a Notice of Exemption (NOE) and supporting documentation will be prepared to comply with CEQA.

Categorical Exemption Applicability Review, Notice of Exemption, Supplementary Information, and Project Description

Based on project information provided by the City and the design team, HDR will work with the City to determine if the project meets the requirements of a Cat Ex per the CEQA Guidelines. Assuming the project meets the requirements of a Cat Ex, HDR will prepare a project description and supplemental information as well as an NOE to support the City's CEQA determination.

HDR will prepare a draft project description that provides the background for the project, the City's goals and objectives for the project, and the location and boundaries of the project area and related construction activities (i.e., laydown and staging areas), which will be shown on one figure. The draft project description will also provide a general description of the proposed project's technical, environmental, and construction aspects, including construction sequencing. The draft project description will also include information regarding the project schedule.

Ms. Danielle Green
December 7, 2022
Page 5

As part of the supplemental information to support the Cat Ex, HDR will also conduct limited desktop environmental analyses. HDR will review publicly available databases, aerial imagery, and other existing and readily available sources of information to verify that the project will not have any potential environmental impacts. Types of information to be obtained for the project area may include:

- Environmental database review for known hazardous materials (U.S. EPA datasets for superfund, RCRA sites, CalEPA Cortese List)
- Threatened and Endangered Species Lists
- Vegetation types
- Land use
- FEMA Floodplains
- Scenic Highways and Corridors

HDR will also prepare the NOE form. HDR will submit the NOE and supplemental information including project description electronically to the City for review. Upon receipt of the City's comments, HDR will revise the package to incorporate the City's comments and will prepare a final NOE and supplemental information including project description package. HDR will submit the final package electronically to the City for approval.

HDR will assist the City in submitting the NOE and supplemental information package to the State Clearinghouse through CEQAnet. HDR assumes that the City will be responsible for filing the NOE and supplemental information package with the County Clerk-Recorder's office as well as paying any applicable fees.

DELIVERABLES:

- Draft and Final Notice of Exemption and supplemental information including project description package in PDF and MS Word format.

ASSUMPTIONS:

- CEQA compliance for the project assumes that the City will determine a Cat Ex is the appropriate compliance pathway for the project. HDR is not responsible for any additional CEQA documentation. If a different type of document is required to comply with CEQA then HDR will prepare a separate scope of work and fee for such services.
- One, one-hour web/teleconference with the City to review the applicability of a Categorical Exemption as the appropriate compliance pathway for the project is included in the fee estimate.
- This scope of work does not include any new technical analysis to document conditions on the site except as described below.

Ms. Danielle Green
December 7, 2022
Page 6

- The City will work with Santa Cruz County – Flood Control and Water Conservation District – Zone 7 as the local maintaining agency of the levee. The City will be the Lead Agency for CEQA. The City will be responsible for filing the NOE.
- The project description will be based on information provided by the project team and the City at the initiation of the project or readily available information. The project description and document outline will be reviewed and agreed upon before initiating the technical analysis.
- One, one-hour web/teleconference with the City and design team to develop the Project Description is included in the fee estimate.
- Schedule is dependent on the timeliness of the project team's response to data needs and review of the draft project description and supplemental information
- One comprehensive set of comments/edits on the draft Notice of Exemption including project description and supplemental information will be provided, and only one round of revisions will be necessary. Comments will be provided to HDR electronically in a single tracked-changes Microsoft Word document.
- Necessary permits or regulatory coordination or consultation will be completed under a separate scope of work.
- No public meetings are planned for this project. If a public meeting is requested by the City, additional scope and fee will be negotiated.
- It is assumed any fees required for filing the NOE with the County Clerk will be paid for by the City.
- National Environmental Policy Act (NEPA) compliance has been completed by FEMA and no additional documentation is necessary.
- City will file the NOE and supplemental information package and pay all applicable CEQA filing fees with the County Clerk-Recorder's office.
- Consultation with USFWS and/or NMFS was completed by FEMA and additional coordination under Section 7 of the ESA will not be required.
- All design work will be confined to the top of levee and landside; no permits from USACE, RWQCB, and/or CDFW will be necessary.

Subtask 4.2 - Cultural Resources Review

CEQA compliance requires agencies to identify the significant environmental impacts of the action and to avoid or mitigate those impacts, if feasible. Impacts to important cultural resources are an impact on the environment. To assist the City with its compliance obligations, HDR will prepare a memorandum summarizing previous archaeological and built environment

Ms. Danielle Green
December 7, 2022
Page 7

studies identifying known and previously unrecorded archaeological and built environment resources within the boundaries of the Levee Embankment Stabilization Project. Based on the NEPA cultural resource documentation prepared by FEMA and provided by the City, archaeological resources and the built environment have already been reviewed for this Project. The study did not identify any archaeological resources and concluded that the Pajaro River Levee does not meet any of the National Register significance criteria. Therefore, no other technical studies are necessary. The draft version of the cultural resources summary memo will be submitted electronically to the City for review and comment. Comments and edits will be addressed, and the final version of the memo will be prepared and submitted to the City as well as included in the NOE and supplemental information package.

DELIVERABLES:

- Microsoft Word and PDF copy of the Draft and Final Cultural Resources Summary Memorandum.

Subtask 4.3 – Biological Resources Assessment

HDR will conduct a biological resources assessment to inventory botanical, fish, and wildlife species and sensitive habitats that may be affected by the proposed project.

The initial phase of the assessment will involve a desktop analysis of the project site. During this phase, applicable data from the U.S. Geological Survey, NMFS, USFWS, CDFW, California Native Plant Society, and other publicly available data will be reviewed, compiled, and analyzed. These data will then be used to develop preliminary delineations of onsite land uses, and further refine special-status species with the potential to occur in the project vicinity.

The second phase of the assessment will be to conduct thorough field surveys of the project area. These surveys serve to ground-truth and refine data collected during the desktop analysis. Data collected during field surveys result in the description and mapping of land use patterns on and adjacent to the project, and the identification and classification of the suitability of those land uses for utilization by special-status species. This information will be used to prepare a biological resources assessment.

The draft version of the biological resources assessment will be submitted electronically to the City for review and comment. Comments and edits will be addressed, and the final version of the document will be prepared and submitted to the City as well as included in the NOE and supplemental information package.

DELIVERABLES:

- Draft and Final Biological Resources Assessment in Microsoft Word and PDF format.
- Spatial with approximate aquatic resources limits for planning purposes.

Ms. Danielle Green
December 7, 2022
Page 8

ASSUMPTIONS:

- A USACE Clean Water Act Section 404 permit, Water Board Clean Water Act Section 401 Certification, Section 7 ESA Consultation, and a CDFW Section 1602 Lake and Streambed Alteration Agreement would not be necessary because impacts on aquatic resources will be avoided; therefore, these permits are not included in this scope of work.
- No more than one round of revisions to the biological resources assessment will result from client review.
- Access to the entire project area will be granted such that two HDR biologists can complete the requisite field work in two 14-hour day.
- No other site visits or coordination will be required to complete this task.
- The City is responsible for all permit/application fees as well as Local Coastal Program approvals.

Task 5 - Geotechnical Evaluation and Report

Efforts associated with this task will focus on reviewing and advancing the geotechnical analysis that was previously completed. Based on a review of site information and our understanding of the project, HDR is not proposing to perform additional geotechnical field explorations. HDR proposes to perform geotechnical analysis based on the available subsurface information provided by the City and prepare a Final Geotechnical Report.

HDR will perform engineering analyses to develop geotechnical conclusions and recommendations for the proposed cut-off wall. Stability and seepage analyses for up to four cross-sections will be performed as part of this subtask.

For each cross-section location, stability and seepage analyses will be performed for one design water surface elevation corresponding with the top of existing levee assuming zero feet of freeboard. Analyses for the one design water surface elevation will be performed for the following conditions:

- Stability under rapid drawdown loading conditions.
- Seepage and stability under steady state seepage conditions.
- Stability under seismic loading.

Based on these analyses, HDR will develop conclusions and recommendations for the following:

- Conclusions on whether appropriate factors of safety can be achieved for the proposed cutoff wall within the existing levee.

Ms. Danielle Green
December 7, 2022
Page 9

- Depth of cutoff wall to be installed.
- Discussion of other design considerations such as pipeline penetrations.

HDR's proposed scope of services does not include the following:

- Development of mitigation measures should the project levee segment be found not to meet standards for levee stability.
- A detailed liquefaction hazard assessment nor development of liquefaction mitigation measures.

DELIVERABLES:

- Draft presentation of geotechnical engineering analyses and evaluations as part of 65% Design Documentation Report.
- Final presentation of geotechnical engineering analyses and evaluations as part of 90% and 100% Design Documentation Report.

ASSUMPTIONS:

- No new explorations are required.

Task 6 – Design, Plans, Specifications, Cost Estimates, Design Documentation Report, and Construction Schedule

Subtask 6.1 – 65% Design

HDR will prepare designs, calculations, associated plans, specifications, estimates, a basis of design, and construction schedule (design package) in support of the 65% submittal.

Plans will include the following types of sheets: general layout sheets; topographic survey, mapping, and control sheets; plan and profile sheets of the levee and cutoff wall; and cross section, typical sections, and detail sheets.

Technical specifications will be prepared in support of the design. Special provisions, if any, specific to the project will also be prepared and coordinated with the City. A bid schedule will be developed along with measurement and payment descriptions.

Quantity take-off calculations and Opinions of Probable Construction Costs (OPCCs) will be prepared in a Microsoft Excel spreadsheet. OPCCs will include appropriate contingency consistent with AACE Recommended Practice No. 18R-97.

A Design Documentation Report will be prepared to document the criteria and technical approach, the design process, key technical elements, and assumptions made during design.

Ms. Danielle Green
December 7, 2022
Page 10

Submittals will be provided to the City for review and coordination with other stakeholders.

ASSUMPTIONS:

- City drafting standards and typical title blocks will be provided prior to start of design.
- Survey, planimetric, utility, and right-of-way information will be provided by others prior to start of design.
- Elevation information for utilities and overhead crossings will be provided others prior to the start of design.
- Temporary disconnect and/or temporary bypass system requirements, if warranted, will be provided as part of plans and specifications based on coordination with City. Temporary bypass systems, if needed, will be designed by the contractor.
- Existing abandoned lines do not need to be replaced.
- Plans will be prepared using AutoCAD Civil 3D software.
- City will provide general requirements, standard forms, bid forms, and other typical front-end documents.
- Specifications will follow Whole Building Design Guide (WBDG) MasterSpec format.
- City will route submittals to appropriate review agencies and stakeholders.

DELIVERABLES:

- 65% design package (plans, technical specifications, special provisions, Design Documentation Report, Construction Schedule and bid schedule) (half-size [11" x 17"] drawings in PDF).
- 65% OPCC (PDF) and construction schedule in Microsoft Project (PDF).

Subtask 6.2 – 90% Design

The 90% design submittal will include updated plans, technical specifications, special provisions, cost estimate, Design Documentation Report, Construction Schedule, and Bid Schedule to reflect the 90% level of design. The 90% design submittal will reflect changes from comments received during the 65% review period.

Ms. Danielle Green
December 7, 2022
Page 11

ASSUMPTIONS:

- Assumptions from subtask 6.1 apply.

DELIVERABLES:

- 90% design package (plans, technical specifications, special provisions, Design Documentation Report, and bid schedule; half-size [11" x 17"] drawings in PDF).
- 90% OPCC (PDF) and construction schedule in MS Project (PDF).
- Written response to City comments on 65% Design.

Subtask 6.3 – 100% Design

HDR will prepare a 100% level design package. The 100% design package will build on the 90% design and will represent a bid-ready level of design. The 100% design package will incorporate changes from comments received during the 90% review period. The 100% package will be issued for bid.

ASSUMPTIONS:

- Assumptions from subtask 6.2 apply
- The 100% submittal will serve as the bid documents.

DELIVERABLES:

- 100% design package (plans, technical specifications, special provisions, Design Documentation Report, and bid schedule; half-size [11" x 17"] drawings in PDF).
- 100% OPCC (PDF) and construction schedule in MS Project (PDF).
- Written response to City comments on 90% Design.

Task 7 – Bid Support

HDR will provide City with support during the bid phase of this project. Support is anticipated to include at attendance a pr-bid meetings, responding to contractor requests for information, and preparing one addendum.

Subtask 7.1 – Pre-Bid Meeting

HDR will participate in a two-hour pre-bid meeting with prospective bidders.

DELIVERABLES:

- Agenda and meeting notes in PDF format.

Ms. Danielle Green
December 7, 2022
Page 12

ASSUMPTIONS:

- Meeting will be hosted by City.
- Meeting will be held at location procured by City.
- Up to two HDR team members will attend pre-bid meeting.
- COVID-19 protocols to be followed for in-person meetings, if still applicable.

Subtask 7.2 – Respond to Contractor Questions

HDR will provide responses to contractor questions during the bidding period.

DELIVERABLES:

- Responses to prospective bidder questions

ASSUMPTIONS:

- Responses to prospective bidder questions and addendum package will be provided electronically.
- Questions will be received by City and provided to HDR.

Subtask 7.3 –Addendum

If necessary, HDR will prepare up to one addendum to the bid documents incorporating input from Subtask 7.2.

DELIVERABLES:

- One addendum (PDF).

ASSUMPTIONS:

- Addendum will require minimal linework and text changes only up to 8 plan sheets and 6 specifications.

Option Task – Engineering Services During Construction

Subtask 8.0 –Project Management

Project Management activities will continue as described in Task 1.

Subtask 8.1 –Meeting Attendance

HDR will attend a construction kick-off meeting and weekly construction meetings through the duration of construction. Meetings will be run by others and HDR will provide engineering support as needed during the meetings.

Ms. Danielle Green
December 7, 2022
Page 13

ASSUMPTIONS:

- Construction kick-off meeting will be held in-person and consist of up to two HDR attendees for up to 12 hours each. COVID-19 protocols to be followed for in-person meeting, if still applicable.
- One 1-hour meeting per week for the duration of construction. Up to two HDR attendees.
- Meetings will be held via WebEx or similar virtual software.

Subtask 8.2 –Construction Documents

After award, HDR will compile a set of “For Construction” documents (plans and specifications) based on requests for information (RFIs) and the addendum issued during the bid period.

DELIVERABLES:

- For Construction plans and specifications (PDF format, 24” x 36”).

ASSUMPTIONS:

- Minimal linework and text changes only to plans and specification.
- Two hardcopy sets of plans and specifications (24” x 36”).

Subtask 8.3 – Contractor Construction Submittal Review and RFI Support.

HDR will work with the City and the City’s Construction Manager to review contractor construction submittals and provide responses to RFIs during construction.

DELIVERABLES:

- Emailed responses with comments on submittals.
- Emailed responses with information in response to RFIs.

ASSUMPTIONS:

- Up to 75 submittal reviews (a resubmittal is counted as a review).
- Up to 50 RFIs.

Subtask 8.4 – Field Observations and Site Visits

HDR will perform field observations to view and monitor construction activities. Site visits may include observations of cutoff wall installation, earthwork activities, utility relocation and protection activities, and levee restoration activities. The purpose of these field visits is to check that conditions encountered during construction are consistent with design assumptions and are not intended to replace field inspection personnel. A verbal report will be provided to the City during each visit. Observed issues will be discussed with City and City’s construction manager, as appropriate.

Ms. Danielle Green
December 7, 2022
Page 14

ASSUMPTIONS:

- HDR will attend one site visit per month during construction and consist of up to two HDR attendees for up to 12-hours each. Assumes a total of 12 site visits during construction.
- Construction Management and Field Inspection Services are provided by others.
- COVID-19 protocols to be followed for site visits, if still applicable.

Subtask 8.5 – Record Plans and Specifications

Upon completion of construction operations, HDR will coordinate with the contractor and construction manager to review marked-up drawings and specifications to compile one set of record documents. The record documents (plans and specifications) will be based on the contractor-provided marked-up drawings and specifications, data furnished by the contractor, and changes from change orders and issued revisions. The intent of the record documents is to show the reported locations of the work and significant changes made during the construction process.

DELIVERABLES:

- Record plans and specifications submitted in PDF format.

ASSUMPTIONS:

- Minimal linework and text changes only to plans and specifications.
- Review of change orders are not included in HDR's budget and scope of work.

Schedule

- Notice to Proceed: January 2, 2023
- Environmental Documentation: January 27, 2023, to January 2, 2024
- 65% Design Documents: July 19, 2023
- 90% Design Documents: November 14, 2023
- 100% Design Documents: January 2, 2024
- Construction Completion: Fall 2024

Budget

HDR's fee estimate for the scope of work described here is included as Attachment A.

Ms. Danielle Green
December 7, 2022
Page 15

HDR has included specific professional services terms and conditions associated with work in floodplains that would be requested to be included within the agreement developed for this task order. Additional disclaimers have been included in Attachment B.

We appreciate the opportunity to present this proposal to you. Please contact project manager Libby Mesbah at (916) 817-4913 or Elizabeth.Mesbah@hdrinc.com if you have any questions.

Sincerely,
HDR ENGINEERING, INC.



Holly L.L. Kennedy, PE (CA)
Senior Vice President



Elizabeth K. Mesbah, PE (CA)
Project Manager

DT:pk/22-10353244

ATTACHMENT A - ESTIMATED WORK EFFORT AND COST

City of Watsonville

Pajaro River Levee Embankment Stabilization at the City's Wastewater Treatment Facility

Task No.	Task Description	Principal/ QA/QC	Project Manager	Project Eng II	Project Eng I	Geotech Eng V	Env Tech Support	Env Tech Specialist I	Env Tech Specialist II	CADD/GIS Tech I	CADD/GIS Tech II	Project Controller	Project Coordinator	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
Task 1 - Project Management																	
1.1	Project Management	2	52		3	3			3			32	10	105	\$25,230	\$1,009	\$26,239
1.2	Project Management Plan	1	6			1			1				1	10	\$3,033	\$121	\$3,154
1.3	Quality Management Plan	1	4			1			1				1	8	\$2,367	\$95	\$2,462
	Subtotal Task 1	4	62	0	3	5	0	0	5	0	0	32	12	123	\$30,629	\$1,225	\$31,854
Task 2 - Meetings and Site Visits																	
2.1	Kick-off Meeting	2	2			2			2				2	10	\$2,736	\$109	\$2,845
2.2	Design Coordination Meetings (Monthly)		13	6		2			4				7	32	\$8,275	\$331	\$8,607
2.3	Internal Coordination Meetings (Bi-weekly)		26	26		8			13					73	\$20,919	\$837	\$21,756
2.4	Site Visits (up to 2)		24	12	12	12		12	12					84	\$22,402	\$896	\$23,298
	Subtotal Task 2	2	65	44	12	24	0	12	31	0	0	0	9	199	\$54,332	\$2,173	\$56,506
Task 3 - Data Collection and Review																	
3.1	Data Collection and Review	1	1	4		4		4			6		2	22	\$5,416	\$217	\$5,632
	Subtotal Task 3	1	1	4	0	4	0	4	0	0	6	0	2	22	\$5,416	\$217	\$5,632
Task 4 - Environmental Documentation																	
4.1	CEQA Documentation																
	Cat Ex Applicability Review						24		16					40	\$7,169	\$287	\$7,455
	NOE, Supp. Info and Project Description	2	4	4			64		24	8			8	114	\$19,938	\$798	\$20,735
4.2	Cultural Resources Review						20		8					28	\$4,710	\$188	\$4,898
4.3	Biological Resources Assessment							96	24	40	4		8	172	\$33,066	\$1,323	\$34,389
	Subtotal Task 4	2	4	4	0	0	108	96	72	48	4	0	16	354	\$64,882	\$2,595	\$67,478
Task 5 - Geotechnical Evaluation and Report																	
5	Geotechnical Evaluation and Report	20	8		132	40							8	208	\$47,567	\$1,903	\$49,470
	Subtotal Task 5	20	8	0	132	40	0	0	0	0	0	0	8	208	\$47,567	\$1,903	\$49,470
Task 6 - Design, Plans, Specifications, Cost Estimates, Design Documentation Report, and Construction Schedule																	
6.1	65% Design													0	\$0	\$0	\$0
	Plans	10	14	40	146	8				160	180			558	\$113,452	\$4,538	\$117,990
	Specifications	12	10	12	24	20		8	12				16	114	\$27,799	\$1,112	\$28,911
	Cost Estimate	4	2	8	40								1	55	\$11,323	\$453	\$11,776
	Design Documentation Report	12	4	8	40		12	8	8	4	4		16	116	\$23,241	\$930	\$24,171
	Construction Schedule	2	1		4			1					1	9	\$2,055	\$82	\$2,137

Task No.	Task Description	Principal/QA/QC	Project Manager	Project Eng	Project Eng	Geotech Eng	Env Tech Support	Env Tech Specialist	Env Tech Specialist	CADD/GIS Tech	CADD/GIS Tech	Project Controller	Project Coordinator	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
	Bid Schedule	1	1	4									1	7	\$1,794	\$72	\$1,866
6.2	90% Design													0	\$0	\$0	\$0
	Plans	8	8	24	80	8				80	100			308	\$63,959	\$2,558	\$66,517
	Specifications	12	12	24	40	20		12	16				16	152	\$36,073	\$1,443	\$37,516
	Cost Estimate	2	1	6	24								1	34	\$6,937	\$277	\$7,214
	Design Documentation Report	8	1	6	18		8	6	6	4	4		16	77	\$14,991	\$600	\$15,591
	Construction Schedule	1	1		2			1					1	6	\$1,353	\$54	\$1,407
	Bid Schedule	1	1	2									1	5	\$1,295	\$52	\$1,346
6.3	100% Design													0	\$0	\$0	\$0
	Plans	4		12	40	4				50	60			170	\$34,521	\$1,381	\$35,902
	Specifications	8	6	8	12	8		6	8				8	64	\$15,620	\$625	\$16,245
	Cost Estimate	1	1	2	8								1	13	\$2,728	\$109	\$2,837
	Design Documentation Report	4	1	4	8		6	4	4				16	47	\$8,622	\$345	\$8,967
	Construction Schedule	1	1		1								1	4	\$974	\$39	\$1,013
	Bid Schedule	1	1	1									1	4	\$1,045	\$42	\$1,087
	Subtotal Task 6	92	66	161	487	68	26	46	54	298	348	0	97	1,743	\$367,781	\$14,711	\$382,492
Task 7 - Bid Support																	
7.1	Pre-Bid Meeting		12	12										24	\$6,993	\$280	\$7,272
7.2	Respond to Contractor Questions	2	2	8		8			8					28	\$7,934	\$317	\$8,252
7.3	Addendum	4	4	8	12	4		4	4	24	16		6	86	\$18,131	\$725	\$18,856
	Subtotal Task 7	6	18	28	12	12	0	4	12	24	16	0	6	138	\$33,058	\$1,322	\$34,380
Option Task - ESDC																	
8.0	Project Management	1	52		3	3			3			24	10	96	\$23,939	\$958	\$24,897
8.1	Meeting Attendance (12 month construction)		38	38	26	18			8					128	\$34,743	\$1,390	\$36,132
8.2	Construction Documents	2	2	4	6	2		2	2	8	12		4	44	\$9,452	\$378	\$9,830
8.3	Contractor Construction Submittal Review and RFI Support.	8	20	36	36	36		8	12				62	218	\$48,715	\$1,949	\$50,664
8.4	Field Observations and Site Visits		60	72	72	48			36					288	\$75,512	\$4,520	\$80,033
8.5	Record Plans and Specs	4	4	8	12	4		4	4	24	16		8	88	\$18,368	\$735	\$19,102
	Subtotal Option Task	15	176	158	155	111	0	14	65	32	28	24	84	862	\$210,729	\$9,929	\$220,658
BASE TASK TOTALS		127	224	241	646	153	134	162	174	370	374	32	150	2,787	\$603,665	\$24,147	\$627,812



Attachment B

Litigation Support

In the event Consultant is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Consultant is not a party, City shall reimburse Consultant for reasonable costs in responding and compensate Consultant at its then standard rates for engineering services when gathering information and documents and shall pay Consultant its standard rates for providing expert witness services when attending depositions, hearings, and trial.

If Consultant is made a party to any litigation concerning City's flood control structures or levee structures, City shall reimburse Consultant for all costs of defense pending a final determination of Consultant's professional liability. If Consultant is found by a court of competent jurisdiction to have been negligent, Consultant shall reimburse City the costs of defense paid by City, and shall satisfy any judgment up to Consultant's limitation of liability. Any amount in excess of Consultant's limitation of liability shall be paid by City.

Maintenance of Structures and Systems

City agrees that structures and systems studied, reviewed, analyzed or designed by the Consultant are dependent upon City's continued operation and maintenance of the project structures and systems in accordance with all permits, laws and regulations that permit the construction and operation of the structures and systems, including any Consultant prepared operations and maintenance plans. Should City fail to maintain the structures to be in full compliance with permits, approvals, and operations and maintenance plans, Consultant shall have no liability to City, and City shall indemnify, release and hold Consultant and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against Consultant.

Visual Inspections

For visual inspections, City hereby releases, holds harmless, indemnifies and agrees to defend Consultant against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.

Design Criteria Disclaimer

Prevailing science and understanding of natural forces including, but not limited to, flood, rain, temperature, earthquakes and wind indicates a dynamic and non-stationary system of potential loads. City acknowledges and accepts all liability for the selection of appropriate return intervals and selection of extreme natural events for the use in the design of the dam, levee or flood control system. City acknowledges it has taken into account the impacts of the various natural events when selecting the design criteria for the project.

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).
- (H) 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.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]