



**AMERICAN
RIVERS**
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Request for Proposals

ACKERSON MEADOW RESTORATION PROJECT

Wetland Restoration Services

American Rivers

120 Union Street

Nevada City, 95959

530-478-8376

AmericanRivers.org

CONTENTS

- 1. GENERAL INFORMATION 5**
 - 1.1. INTRODUCTION 5
 - 1.2. RESPONSE DEADLINE 5
 - 1.3. WITHDRAWAL OF PROPOSAL SUBMITTALS 6
 - 1.4. REJECTION OF PROPOSAL SUBMITTALS 6
 - 1.5. PRE-PROPOSAL ONSITE TOUR 6
 - 1.6. PROJECTED TIMELINE 7
 - 1.7. AWARD OF CONTRACT 7
 - 1.8. NOTICE OF AWARD AND NOTICE TO PROCEED 7
- 2. SCOPE OF WORK 8**
 - 2.1. PROJECT LOCATION 8
 - 2.2. DESCRIPTION 8
 - 2.2.1 Background 8
 - 2.2.2 Project Work 9
 - 2.2.3 Engineer’s Estimates 10
 - 2.2.4 Bid Options and Available Funding 11
 - 2.2.5 California Conservation Corps Involvement 11
 - 2.3. PROJECT WORK REQUIREMENTS 11
 - 2.3.1. Implementation Oversight 11
 - 2.3.2 Project Work Schedule and Project Timeline 12
 - 2.3.3 Change in Work 12
 - 2.3.4 Liquidated Damages 13
 - 2.3.5 Personnel 14
 - 2.3.6 Equipment 14
 - 2.3.7 Fire Safety 15
 - 2.3.8 Staging and Access 15
 - 2.3.9 Water Diversion and Sampling 15
 - 2.3.10 Range Rider 16
 - 2.3.11 Construction Water 16
 - 2.3.12 Permits and Environmental Compliance 17
 - 2.4 PROJECT COLLABORATOR ROLES AND RESPONSIBILITIES 17
- 3 RESPONDING TO THIS RFP 18**
 - 3.1 MINIMUM REQUIREMENTS 18
 - 3.1.1 Firm Qualifications and References 19

- 3.1.2 Technical Approach 20
- 3.1.3 Cost Estimate..... 20
- 3.2 SELECTION CRITERIA.....20
- 3.3 EVALUATION AND SELECTION PROCESS21
- 4 ADMINISTRATIVE PROCESS AND REQUIREMENTS 21**
- 4.1 AGREEMENT FOR SERVICES.....21
- 4.2 AGREEMENT REQUIREMENTS.....22
 - 4.2.1 Contract Bonds and Insurance.....22
 - 4.2.1.1 Bid Bond 22
 - 4.2.1.2 Performance Bond 22
 - 4.2.1.3 Payment Bond 23
 - 4.2.1.4 Insurance 23
 - 4.2.2 Publicity, Acknowledgement of Credit.....25
 - 4.2.3 Audit 25
 - 4.2.4 Existing Site Conditions.....25
 - 4.2.5 Business And Professions Code.....25
 - 4.2.6 Non-Discrimination Clause 26
 - 4.2.7 Rights In Data 26
 - 4.2.8 Confidentiality 26
 - 4.2.9 Data Reporting.....27
 - 4.2.10 Informational Products.....27
 - 4.2.11 Travel and Per Diem.....27
 - 4.2.12 Drug-Free Workplace Certification 27
 - 4.2.13 Labor Code Requirements; Prevailing Wage.....28
 - 4.2.14 Union Organizing.....28
 - 4.2.15 Disclosure Agreement 28
 - 4.2.16 Corporate Qualifications to Do Business in California.....29
 - 4.2.17 Expatriate Corporation.....29
 - 4.2.18 Executive Order N-6-22 – Russia Sanctions 29
 - 4.2.19 Equal Employment Opportunity 30
 - 4.2.20 Davis-Bacon Act, As Amended (40 U.S.C. 3141-3148)..... 30
 - 4.2.21 Contract Work Hours & Safety Standards Act (40 U.S.C. 3701-3708)..... 30
 - 4.2.22 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. 32

4.2.23 Debarment And Suspension (E.O. 12549 and E.O. 12689)..... 32

4.2.24 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 32

4.2.25 Compliance With Copeland Act Requirements (40 U.S.C. 3145) 32

4.2.26 Ensuring the Future Is Made in all of America by all of America’s Workers per E.O. 14005 (dated January 25, 2021)..... 33

4.2.27 Build America, Buy America 33

4.2.28 Geospatial Data 34

4.2.29 Trafficking In Persons 34

4.2.30 Text Messaging While Driving 34

5 LIST OF ATTACHMENTS 35

1. GENERAL INFORMATION

1.1. INTRODUCTION

In collaboration with Yosemite National Park (“YNP”) and the Stanislaus National Forest (“STF”), American Rivers is completing work to restore Ackerson Meadow along Ackerson Creek in Tuolumne County. Funding for this work is provided by the Bonneville Environmental Foundation; California Department of Fish and Wildlife (“CDFW”); California Wildlife Conservation Board (“WCB”); National Park Foundation; the National Park Service, an agency of the United States federal government within the U.S. Department of the Interior; the United States Forest Service, an agency of the U.S. Department of Agriculture; and Yosemite Conservancy.

The Ackerson Meadow Restoration Project will restore the 230-acre Ackerson Meadow complex (the “Project Area”), improving hydrologic function and ecological condition. The Ackerson Meadow complex is made up of main Ackerson Meadow and South Ackerson Meadow, which are 160 and 70 acres respectively. These meadows and Ackerson Creek have been subject to significant land use over the last 160 years, resulting in significant erosion and gully development within the meadow and Ackerson Creek. The project includes multiple tasks, but the primary activities are filling the gully with soil and organic materials, constructing a rock grade control structure to secure the gully fill materials, and installing native plant materials. Collectively, this work will be referred to as (the “Project”).

Through this Request for Proposal (“RFP”), American Rivers seeks proposals describing the prospective firm’s qualifications, approach, and cost estimate for wetland restoration services to complete implementation of meadow restoration and other activities included in the Scope of Work (see Section 2) at Ackerson Meadow. The selected contractor will work closely with American Rivers, YNP, STF, and Evan Wolf LLC, (collectively the “Project Management Team”) to complete the Scope of Work.

All questions concerning this RFP shall be submitted in writing via email to ackersonmeadowrestoration@americanrivers.org on or before 5pm (Pacific Daylight Time) on March 24, 2023. A full list of submitted Questions and Answers will be distributed on April 7, 2023. Should answers to the submitted questions amend this RFP, American Rivers will issue an RFP Addendum via email. To be included on this email list, please request to receive emails pertaining to this RFP via the above-listed email address prior to the deadline for questions.

1.2. RESPONSE DEADLINE

Proposal submittals and the required Bid Bond (see Section 4.2.1.1.) must be submitted no later than 5pm Pacific Daylight Time on April 21, 2023. Proposals must be submitted electronically to ackersonmeadowrestoration@americanrivers.org. Files and attachments exceeding 10 megabytes in size will not be able to be received via email and will need to be uploaded via a File Transfer Protocol (FTP) or other file transfer site. Submittals must be plainly marked with the email subject line of: “RFP – Ackerson Meadow Restoration Project.”

PLEASE NOTE: American Rivers will not accept facsimile or physical mail responses. Submittals must be received by the time and process indicated above.

1.3. WITHDRAWAL OF PROPOSAL SUBMITTALS

A proposal submittal may be withdrawn at any time prior to the time set for receipt of submittals, provided that a request for withdrawal prepared by the submitter or a duly authorized representative is filed with American Rivers. The withdrawal of a submittal package shall not prejudice a firm the right to resubmit a proposal prior to the time set forth herein above.

1.4. REJECTION OF PROPOSAL SUBMITTALS

American Rivers reserves the right to reject any or all submittals received in response to this RFP or to cancel this RFP or to terminate the selection proceedings at any time, if it determines such action is in the best interests of American Rivers.

1.5. PRE-PROPOSAL ONSITE TOUR

A mandatory pre-proposal onsite tour of the Project Area is scheduled for Friday, March 10, 2023, at 11:00 a.m. (Pacific Standard Time).

Participants are to meet at 11:00 a.m. (Pacific Standard Time) at Ackerson Meadow (see Attachment G for a map and directions) off Evergreen Road. Attendance at the pre-bid tour is a prerequisite for submitting a proposal. Participants on the pre-bid tour should expect the tour to last until about 2:00 p.m. Representatives of the Project Management Team will be present to answer questions. Prospective firms should confirm their attendance at the onsite tour by emailing ackersonmeadowrestoration@americanrivers.org with the number of staff attending.

Participants should refer to the [Centers for Disease Control and Prevention](https://www.cdc.gov) ("CDC") for its recommendations related to COVID-19 Community Levels, which measure the impact of COVID-19 illness on health and healthcare systems, to determine the appropriate prevention strategies to utilize at a given time, depending upon your own personal risk. All individuals can wear a mask if they choose regardless of COVID-19 Community Level.

Please be aware that travel through YNP boundaries may require a reservation depending on the day of the week and date of entry. Current information on [reservation requirements is available here](#). In general, if your travel route to Ackerson Meadow enters park boundaries, you should investigate the need for a reservation. However, no reservation is required if you are traveling to Ackerson Meadow via State Highway 120, through Groveland, CA, and Evergreen Road, as this route does not include a park entrance station.

1.6. PROJECTED TIMELINE

The following schedule has been established for the proposal and selection process. Every effort will be made to adhere to this plan, but American Rivers reserves the right to adjust the dates as may be required by circumstances.

Activity	Timeline
RFP available for prospective applicants	February 24, 2023
Pre-proposal onsite tour	March 10, 2023
Written question submittal deadline	March 24, 2023
American Rivers issues answers to received questions and any required RFP addenda.	April 7, 2023
Final date for proposal submittals	April 21, 2023
Interviews with top applicants (if needed)	May 11 and 12, 2023
Selection of a contractor and Notice of Award	May 15, 2023
Agreement executed	May 26, 2023
Phase 1 implementation timeframe (earthwork)	August 15 – October 31, 2023
Phase 1 implementation timeframe (revegetation)	April 1 – June 1, 2024
Phase 2 implementation timeframe (earthwork)	August 15 – October 31, 2024
Phase 2 implementation timeframe (revegetation)	April 1 – June 1, 2025

1.7. AWARD OF CONTRACT

The firm submitting the successful proposal shall be required to execute a contractual agreement issued by American Rivers (“Agreement”). The selected firm shall perform services for the Project through June 30, 2024, or until the Project Work is completed (“Term”). A written amendment and notice to proceed authorized by American Rivers is required. American Rivers does not guarantee that an agreement will be written from this RFP.

1.8. NOTICE OF AWARD AND NOTICE TO PROCEED

American Rivers shall issue a Notice of Award to the selected firm, (“Contractor”). Contractor agrees to furnish evidence of insurance, the required bonds, and to execute the contract within ten (10) calendar days following receipt of Notice of Award (sample included as Attachment H).

Contractor further agrees that in the event it fails to comply with the foregoing provisions, the Bid Bond accompanying this Proposal shall become the property of American Rivers, Inc. who shall be entitled to the full benefit thereof.

Contractor must not proceed with on-the-ground implementation until it has received a Notice to Proceed from American Rivers.

2. SCOPE OF WORK

2.1. PROJECT LOCATION

Ackerson Meadow is an approximately 230-acre meadow complex in Tuolumne County, California. It is made up of the main Ackerson Meadow and South Ackerson Meadow. Ackerson is jointly managed by the YNP and STF. YNP manages approximately 75 percent of the meadow complex, primarily on the eastern or upstream side and STF manages the remaining western 25 percent. Ackerson Meadow is in the South Fork Tuolumne River watershed, along the western boundary of YNP. It is roughly 4 miles northwest of Highway 120 along Evergreen Road from the Big Oak Flat entrance station to YNP. It is approximately 27 miles from Groveland, CA (see Attachment G).

2.2. DESCRIPTION

2.2.1 Background

American Rivers, YNP, and STF are collaborating to achieve the Project goal of reestablishing the geomorphic landforms, hydrologic processes, and vegetation community that formed and maintained wetlands in areas that are now drained and degraded by human impacts.

Prior to acquisition by YNP in 2016, Ackerson meadow was privately owned for 160 years and used for grazing, haying operations, ditch construction, and road building. The combined effect of these uses caused extensive manipulations to the hydrology and topography of Ackerson Meadow, resulting in an incised channel gully that is roughly 3 miles long, 15 feet deep on average, and up to 100 feet wide. The eroded gully has disconnected the stream from the meadow, which historically experienced sheet flow hydrology, and has caused the conversion of wetlands to upland habitats. Despite these impacts, Ackerson still has some of the highest biodiversity in the Sierra Nevada including listed and rare species like the Pacific fisher, Great Gray Owl, Willow Flycatcher, and Northwestern Pond Turtle, and three rare plant species.

The Project aims to restore the roughly 100 acres of wetland habitat lost and protect the 90 acres of wetland that remain at Ackerson. To do so, the Project employs a “Stage 0” or “full-fill” approach to restoration, wherein the erosion gully will be filled with a mixture of mineral soil and woodchips generated from nearby borrow sites. The downstream end of this fill material will be secured with a rock grade control structure and the filled gully will be revegetated with native plants using a variety of methods. Overall, this approach is intended to provide rapid restoration of hydrologic processes at Ackerson Meadow, reestablishing the wetland and wet meadow habitats that have been lost and better supporting the immense biodiversity that utilizes the site.

2.2.2 Project Work

The "Project Work" is described in detail in the Ackerson Meadow Restoration 100% Design Drawings (Attachment B), the Technical Specifications (Attachment C), and the associated Design Basis Report (Attachment D). Contractor will furnish all materials, labor, and equipment necessary to complete the Project as described below and in Attachments A-F.

In general, the restoration activities will include seven primary elements:

- 1) Install a grade control feature at the downstream end of the Project Area to anchor the base elevation for upstream fill activities.
- 2) Establish borrow sites in designated upland areas, remove trees and woody biomass and process into woodchips, excavate mineral soil and amend with woodchip materials.
- 3) Salvage willow and wetland sod material from gully to be filled.
- 4) Fill erosion gully with mixture of mineral soil and woodchips.
- 5) Re-installation of salvaged willows and wetland sod.
- 6) Installation of wetland seed mix and erosion control blanket.
- 7) Installation of wetland container plantings.

In addition to the meadow restoration work described above, the Project Work includes a variety of ancillary activities that are integral to Project success including, but not limited to:

- 1) Excavation of a habitat pond.
- 2) Installation of a low water road crossing of the meadow.
- 3) Installation of temporary and permanent fencing, and removal of existing fencing.
- 4) Site control and security including preventing cattle trespass during implementation.
- 5) Dewatering and stream diversion.
- 6) General site erosion control, best management practices, and compliance with the Stormwater Pollution Prevention Plan ("SWPPP") and other permits.
- 7) Establishing and decommissioning access routes, staging, and borrow sites.
- 8) Receiving, storing, and protecting various project materials provided by YNP.
- 9) Creating and maintaining as-built record drawings.

Please refer to the 100% Design Drawings and Technical Specifications for the full detailed scope of work including construction details of Project features, materials requirements, staging, access, etc.

Because of the magnitude of work involved in the Project and a Limited Operating Period ("LOP"; see Project Work Requirements, Section 2.3 below for more information), implementation will be accomplished in two phases, each phase further split into two seasons:

Phase 1 will generally include the downstream portion of the Project including the grade control structure.

Phase 2 will generally include the upstream portion of main Ackerson Meadow.

This split of work is summarized further below, but please refer to the 100% Design Drawings and Technical Specifications for details.

Phase 1

Phase 1 implementation work will be split into two seasons. Most Phase 1 activities will be completed between August 15 and October 31, 2023, followed by installation of wetland container plants within the Phase 1 earthwork areas the following spring of 2024.

The summer-fall 2023 implementation period will start with the construction of the habitat pond, installation of the fencing and gates, and construction of the rock arch rapids (grade control). Additional tasks include establishing site access, staging, and borrow areas, wood chip production and soil amendment, placement of gully fill for the downstream half of main Ackerson and South Ackerson meadows including the associated low water road crossing, wetland and willow plant salvage and reinstallation, and erosion control work. This work also includes temporary erosion control, SWPPP management, traffic control, site cleanup and restoration, range riding, and water diversion.

As noted in the specifications and described in the Design Basis Report (Attachment D), Ackerson Creek and its tributaries may not have flowing water during the summer-fall work period. If flowing surface water is present, Contractor will divert streamflow around the work areas and will complete the required water sampling as outlined in the Project's Section 401 Water Quality Certification (Attachment F). Water sampling is included as a Phase 1 Bid Option and will not be included in the Agreement unless the work is required. If required at a later point, Bid Option 1 will be added to the Agreement as a written amendment. Water sampling is included as a Phase 1 Bid Option and will not be included in the Agreement unless the work is required. If required at a later point, Bid Option 1 will be added to the Agreement as a written amendment.

Only wetland container plant installation will be permitted after October 31, 2023, due to the LOP (see Project Work Requirements, Section 2.3 below).

All Phase 1 activities are included in the Base Bid in the Bid Sheet except for the Phase 1 Water Sampling, Bid Option 1.

Phase 2

Phase 2 implementation will also be split into two seasons. Most Phase 2 activities are anticipated to be completed between August 15 and October 31, 2024, followed by installation of wetland container plants within the Phase 2 earthwork areas the following spring 2025. The summer-fall 2024 implementation period will include gully fill for the upstream portion of main Ackerson Meadow. Only wetland container plant installation will be permitted after October 31, 2024, due to the LOP.

All Phase 2 activities are presented as Bid Options in the Bid Sheet (Attachment A).

2.2.3 Engineer's Estimates

Please see attached Bid Sheet for detailed cost line items. The engineer's estimate for the Phase 1 Base Bid and the three Bid Options are included below for reference. Note that despite the totals shown, each Bid Option is a separate item that may or may not be included in the Project.

Base Bid: Phase 1 Wetland Restoration	\$5,131,883
Bid Option 1: Phase 1 Water Sampling	\$11,700
Bid Option 2: Phase 2 Wetland Restoration	\$4,034,453
Bid Option 3: Phase 2 Water Sampling	\$11,700

2.2.4 Bid Options and Available Funding

American Rivers has secured funding for all of the Phase 1 Project Work (Base Bid and Bid Option 1). The Project Management Team is in the process of securing full funding for Phase 2 Project Work (Bid Option 2 and 3); confirmation of this funding is anticipated by fall 2023. At the time of contractor selection, American Rivers will communicate work to be completed under the Agreement for which secured funding is available. Future work, as well as some or all of the Bid Options, will be added through a written amendment to the Agreement, as needed, and as additional funding is secured. Prospective contractors should note that American Rivers will not accept any proposed Change Orders for price increases in Phase 2 work due to price increases experienced or anticipated by Contractor in the period between responding to this RFP and the start of Phase 2 Project Work.

2.2.5 California Conservation Corps Involvement

The Project currently includes plans for the California Conservation Corps (“CCC”) to assist YNP and STF with installation of revegetation materials not included in this Project Work of the RFP. Specifically, the CCC will be installing willow cuttings and willow fascines following the completion of Phase 1 and Phase 2 work. Contractor is not obligated to interact with the CCC but should be aware that CCC’s work will occur within the Project Area. Contractor will not damage this work.

2.3. PROJECT WORK REQUIREMENTS

2.3.1. Implementation Oversight

Project Work will be performed under the supervision of four key members of the Project Management Team, one of whom will be at the Project Area daily: YNP’s Licensed Professional Engineer (Nate Anderson); Primary Engineer’s Representative (Evan Wolf, who served as design consultant); Secondary Engineer’s Representative (Tim Kuhn, who will be backup to Evan Wolf for earthwork oversight but lead oversight of revegetation work); and American Rivers’ Project Manager (Matt Freitas). Each will serve as an on-site point person for Project Work and will collectively fulfill the role of “Engineer’s Representative”.

Contractor will field locate, layout, and stake and/or flag the locations of all Project activities. All Project activities are subject to field direction and modifications through Field Fit Changes or Change Orders (see below at 2.3.3) from the 100% Drawings and Technical Specifications included as Attachments B and C. Contractor shall complete all Project activities as shown or specified, or as directed by the Engineer's Representative. The Engineer's Representative will provide inspection, and approval for all work, in consultation with the Project Management Team.

American Rivers' Project Manager, Matt Freitas, will provide project management for all Project activities and manage contracts.

Due to the highly sensitive species and cultural resources present at Ackerson Meadow, Contractor's work will be observed by a variety of subject matter experts including terrestrial and aquatic biologists, archaeologists, and tribal monitors. These individuals will not have the authority to direct Contractor's work, but, in the event of an unanticipated impact on wildlife or cultural resource, they will have the authority to temporarily stop work to prevent resource damage.

2.3.2 Project Work Schedule and Project Timeline

The work schedule will be established between Contractor and American Rivers. All Phase 1 Project Work, except for wetland container plant installation, will be completed between August 15 and October 31, 2023. All Phase 1 wetland container plant installation will occur in the spring of 2024, between April 1 and June 1, 2024, with the final schedule determined by site accessibility. Once initiated, Project Work is expected to continue until the Project is completed.

The work schedule for Phase 2 activities will be subsequently established by Contractor and American Rivers and is expected to be completed between August 15 and October 31, 2024, and with the wetland container plant installation to be scheduled for completion between April 1 and June 1, 2025.

Due to special status species present at the Project Area, the Project is subject to a LOP. This requirement for this Project prohibits vegetation treatments and the use of heavy machinery during the nesting period of great gray owls (March 1 to August 15) of each year. The LOP may only be waived or reduced if a biologist determines that a particular action is unlikely to result in a breeding disturbance considering the intensity, duration, timing, and specific location of the action. The Contractor will coordinate with YNP, STF, and American Rivers for any requested exceptions to the LOP but should not develop their schedule with the assumption that an LOP exception will be approved. The Project Work schedule has been developed around the LOP. Prospective contractors should develop their approach within these timeframes.

2.3.3 Change in Work

From time to time, additions, deletions, or revisions may be required for the Project Work by the Project Management Team or Contractor. Minor field fit changes ("Field Fit Change") are alterations in the Project Work that are consistent with the overall intent of the Agreement and Scope of Work but are not expected to require a change in Contract Price or Term. Field Fit Changes may be authorized in the field by the Engineer's Representative. Substantive changes that affect the Contract Price or Term or have an impact on the approved design and Scope of

Work, ("Change Orders"), shall require a written request by the Contractor and approval by American Rivers followed by an amendment to the Agreement.

Requested changes that constitute a measurable change in the Project Work will be directed by a proposed Change Order from the Contractor that shall be approved or denied by American Rivers. If approved, the authorized Change Order shall be accompanied by an amendment to the Agreement. If Contractor believes that any change in work entitles the Contractor to a change in Contract Price or Term, it shall submit a proposed Change Order in writing (via email) to American Rivers' Project Manager. Contractor shall submit the proposed Change Order within three (3) business days of identifying such change. Contractor shall not proceed with any work included in the proposed Change Order before American Rivers returns an approved Change Order signed and authorized by American Rivers' Project Manager; Contractor forfeits any right to any additional compensation for unauthorized work. American Rivers will respond to all proposed Change Orders within five (5) business days, unless additional information or data is required to process.

Upon receipt of an approved Change Order, Contractor may immediately proceed with the work set forth in the Change Order. Approved Change Orders will be accompanied by an amendment to the Agreement, which must be executed within 30 calendar days.

American Rivers will not accept proposed Change Order for price increases in Phase 2 work due to price increases experienced or anticipated by Contractor in the period between responding to this RFP and the start of Phase 2 Project Work.

2.3.4 Liquidated Damages

Unless otherwise authorized by other provisions of the Agreement, American Rivers shall certify that the Contractor is in default of completing the Scope of Work for each and every business day outside of the implementation timeframes specified below and in the Agreement. For each business day of default, the Contractor shall pay the American Rivers such sum as specified, which sum is hereby agreed upon, not as a penalty but as Liquidated Damages, which American Rivers will suffer by reason of such default provided that American Rivers shall have the right, at its discretion, to extend the time herein stated. Liquidated Damage calculations shall include, but are not limited to, construction delay costs (daily cost of construction oversight by the Project Management Team and all oversight consultants), nursery costs (may include cost of lost container plants not installed and flat-rate redelivery costs for nursery plants), and other project management delay costs. If delays cause Project Work designated to be completed in Phase 1 or Phase 2 to be delayed into a separate year or season of construction, American Rivers will not increase the Contract Price to accommodate for cumulative additional expenses borne by Contractor due to delays. For example, a delay in Phase 1 implementation (earthwork) may affect the timeliness of Phase 1 implementation (revegetation) and/or Phase 2 and result in multiple Liquidated Damages for failure to complete Project Work within the designated timeframes.

American Rivers shall be fully authorized and empowered to deduct and retain the amount of any damages, determined as hereinafter stipulated, for each business day Contractor shall be in default in completing the Project Work after the time fixed in the Agreement or after any later date to which the time for completion may have been extended by American Rivers from any monies due or to become due to Contractor under the provisions of the Agreement any time

after such damages are so incurred. The permitting of Contractor to go on and finish the work or any part of it after the time fixed for its completion or after the date to which the time for the completion may have been extended shall in no way operate as a waiver on the part of the American Rivers of any of its rights under the Agreement.

PHASE	TIMEFRAME	LIQUIDATED DAMAGES RATE
Phase I implementation (earthwork)	August 15 – October 31, 2023	\$6,879.36/day
Phase 1 implementation (revegetation)	April 1 – June 1, 2024	\$3,720.20/day plus \$2.25 per plant not installed per 100% Drawings and Specifications and plant re-delivery fees of up to \$23,900.00.
Phase 2 implementation (earthwork)	August 15 – October 31, 2024	\$6,879.36/day
Phase 2 implementation (revegetation)	April 1 – June 1, 2025	\$3,720.20/day plus \$2.25 per plant not installed per 100% Drawings and Specifications and plant re-delivery fees of up to \$23,900.00.

2.3.5 Personnel

American Rivers reserves the right to have Contractor replace a non-performing employee.

2.3.6 Equipment

Contractor must provide equipment in excellent operating condition. No leaks of any size will be allowed. Contractor will be required to secure replacement equipment if any equipment is leaking or inoperable (i.e., in a condition that prevents its operation for two (2) days or longer). Inoperable machinery or inoperable equipment are any items or pieces of machinery or equipment which by reason of dismantling, disrepair, or other cause are incapable of functioning or being operated as it was intended to function or be operated.

Prior to entry into the project site, pressure wash heavy equipment to prevent importation of non-native plant species, tighten hydraulic fittings, ensure hydraulic hoses are in good condition and replace if damaged, and repair all petroleum leaks. All equipment shall be inspected prior to

commencing work and coming into the Project Area. Areas inspected would include, but not be limited to, tracks, track guard/housings, belly pans/under covers, buckets, rippers, and other attachments. Equipment that does not pass inspection would be turned around to the nearest cleaning facility outside the Project Area. The Contractor would notify the Engineer's Representative at least two workdays (not including weekends) prior to bringing any equipment into the Project Area. Equipment found to have entered the Project Area with potential contaminants would be removed from the project site at the direction of the Engineer's Representative at the Contractor's sole expense. Any equipment that leaves the site must be cleaned again before re-entry.

Contractor will be required to provide all fuel, servicing, and repairs to maintain equipment in operating condition. Applicants shall submit their proposals to accommodate fuel charges throughout the Term; fuel surcharges shall not be permitted throughout the Term or any extensions. All fueling, servicing, and repairs will be done in designated staging areas at a minimum of 100 feet from any water surface or drainage area to prevent accidental petroleum discharge in riparian and other sensitive areas. Water quality concerns require that all equipment be free of all operating fluid leaks.

Contractor will be required to follow an emergency spill plan and is required to have trained staff on-site and the appropriate materials to clean up any spills that may occur. Contractor shall immediately take action to contain and clean up -- without expense to YNP, STF, and American Rivers -- all petroleum product or other spills on or in the vicinity of the Project Area that are caused by Contractor's employees or subcontractors as a result of Project Work. Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the YNP, SNF, or American Rivers for the containment and cleanup of petroleum product spills caused by Contractor's employees or subcontractors resulting from Project Work. Contractor shall immediately report all petroleum products spills to the Engineer's Representative.

Contractor will be responsible to provide the materials for erosion control and will have adequate materials onsite to control erosion from any storm or non-stormwater discharge event.

2.3.7 Fire Safety

Contractor shall follow the requirements of the Fire Plan as outlined in the Specifications.

2.3.8 Staging and Access

Equipment/site access will be limited to routes designated in the 100% Drawings. Due to the presence of various sensitive environmental resources, deviations from these staging and access areas will not be permitted. Access to the Project Area is over paved roads, dirt roads, and some temporary access routes across upland and some wetland areas. Contractor shall restore staging and access areas as shown on the 100% Drawings and in accordance with the Specifications.

2.3.9 Water Diversion and Sampling

This Project is located within the erosion gully of Ackerson Creek and its tributaries and side channels. Most of the work area is within a current or historic wetland and floodplain area. There

is typically a base flow of no more than 1 cubic foot per second (CFS) in Ackerson Creek and tributaries through the erosion gully to be filled during the August 15 to October 31 construction window. However, for the past several years, there has been no flowing water during that time frame, but summer/fall storms are always a possibility.

Should flowing water be anticipated during the implementation periods, Contractor shall be responsible for furnishing temporary drainage facilities to convey or dispose of groundwater and surface water falling on or passing over the site. If any surface water flow is present at the time of in-stream work, base flow must be captured upstream of the fill limits, diverted, and returned to Ackerson Creek below the fill limits but within the channel. Diversion of base flow must begin prior to any operations within the fill limits and must continue until all fill area operations are complete. Contractor shall submit a Dewatering and Diversion Plan for the Project. Payment for dewatering is included in the Base Bid and Bid Option 2.

If water diversions are required to divert surface water flow around a work area, Contractor will be required to comply with the water sampling requirements of the Project's Section 401 Water Quality Certification. American Rivers will execute a written contract amendment to exercise the Bid Option 1 (Phase 1) and Bid Option 3 (Phase 2) for Water Sampling for each respective Phase.

2.3.10 Range Rider

The US Forest Service lands around the Project Area are within an active US Forest Service grazing allotment. The US Forest Service portion of the Project Area is generally within and managed as part of that same grazing allotment but will be temporarily excluded from grazing activities during construction of the Project and during a 3 to 5-year post-Project recovery period. The Project includes the installation of temporary and permanent fencing to exclude trespass cattle from the Project Area during construction. There also is existing fencing around the Project Area, and along the interagency (YNP-STF) boundary, with different sections in various levels of repair.

Contractor shall provide a designated Range Rider to monitor existing and installed fences, and conduct maintenance and repair of existing and installed fences during Agreement term and any extension. If cattle trespass occurs, Range Rider is required to escort trespassing cattle out of work area and off the Project Area, as necessary, and communicate with STF Range Program Manager.

One potential Range Rider for the project has been pre-approved by the grazing permittee. Applicants may choose to use this pre-approved Range Rider and contact them for pricing or choose to propose their own Range Rider as outlined in the Specifications.

Pre-Approved Range Rider:

Steve Dirrane
sdirrane99@yahoo.com
(925) 293-6315

2.3.11 Construction Water

There is limited construction water available on-site. The availability of on-site and nearby construction water will depend on on-site conditions; American Rivers and the Project Management Team do not guarantee that any will be available. Contractor shall be responsible

for obtaining construction water and all activities to access, harvest, draft, treat, store, and/or utilize the water. Contractor shall be responsible for any fees required to purchase water from outside sources. Water diverted as part of the Project dewatering and diversion activities may not be used for construction water.

The Project Management Team has identified that limited construction water may be available for drafting from the Middle Fork of the Tuolumne River at the Evergreen Road crossing (also known as Peach Growers Picnic Area). Additional information is included in the 100% Drawings and Specifications.

2.3.12 Permits and Environmental Compliance

The Project is covered by a number of regulatory permits and environmental compliance documents. These include:

- Environmental Assessment and Finding of No Significant Impacts (NEPA document), including mitigation measures
- Initial Study and Mitigated Negative Declaration (CEQA Document), including mitigation measures
- Central Valley Regional Water Quality Control Board Section 401 Water Quality Certification
- US Army Corps of Engineers (USACE) Section 404 Nationwide Permit 27
- SWPPP (currently in draft form)
- State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) Construction General Permit (pending)
- Tuolumne County Encroachment Permit (pending)

The NPDES, and Tuolumne County Encroachment permits are pending approval or are to-be-submitted at the time of this RFP. The draft SWPPP is included as Attachment E, it will be finalized before 2023 construction and made available to Contractor. All other permits are included as Attachment F. Moreover, Contractor should be aware that unless otherwise indicated by the Drawings or Specifications, all plants, animals, water, and natural features are protected in YNP. **Contractor is responsible for complying with the requirements of and maintaining on-site copies of all Project permits and compliance documents during construction.**

2.4 PROJECT COLLABORATOR ROLES AND RESPONSIBILITIES

The table below outlines the major tasks and responsibilities for Project Management Team in order to provide a better understanding of how Project tasks and responsibilities are allocated, and how the construction activities would fit into this existing structure and be supported by ongoing activities.

Collaborator	Tasks and Responsibilities
American Rivers	Project management, contracting, administration, approval of financial changes and work, effectiveness monitoring.

Yosemite National Park (YNP)	<ul style="list-style-type: none"> ● Landowner/manager ● <u>Licensed Professional Engineer</u>: Staff engineer Nate Anderson is the project engineer responsible for approval of construction layout, construction inspection and approval. ● <u>Engineer’s Representative (secondary)</u>: Tim Kuhn is YNP’s primary point of contact and will be a backup to the primary Engineer’s Representative, Evan Wolf, for project earthwork. Tim Kuhn will serve as the primary Engineer’s Representative for revegetation work. ● YNP Biologists, Botanists, and Archaeologists: preconstruction surveys, equipment inspections, wildlife surveys and relocation, approval of tree removal, approval of Best Management Practices (BMP), and compliance monitoring. ● Providing off-site imported logs for chipping and revegetation materials (seeds and container plants).
Stanislaus National Forest (STF)	<ul style="list-style-type: none"> ● Landowner/manager ● <u>Range Management</u>: Dawn Coultrap manages permit for grazing operations around Ackerson Meadow. Point of Contact for Range Rider and grazing permittee. Dawn Coultrap will also coordinate with Evan Wolf LLC for oversight of the habitat pond and fencing. ● <u>Soil Scientist</u>: Curtis Kvamme is the STF Soil Scientist and will support Evan Wolf LLC with oversight of the habitat pond construction, low water crossing, and fencing. ● STF Biologists, Botanists, and Archaeologists: preconstruction surveys, equipment inspections, wildlife surveys and relocation, approval of tree removal, BMP and compliance monitoring.
Evan Wolf LLC	<p><u>Engineer’s Representative (primary)</u>: Evan Wolf. Evan Wolf will serve as primary Engineer’s Representative for earthwork activities and will support Tim Kuhn on revegetation activities. Evan Wolf served as the project designer with YNP engineer.</p>
To-be-hired archaeological consultant	<p>Responsible for monitoring of construction BMPs for cultural resources and compliance reporting. Responsible for consultation during inadvertent discoveries of cultural resources.</p>
To-be-hired tribal monitor	<p>Responsible for monitoring of construction BMPs for cultural resources and compliance reporting. Responsible for daily construction monitoring for tribal resources.</p>

3 RESPONDING TO THIS RFP

3.1 MINIMUM REQUIREMENTS

Please submit a proposal that includes, at a minimum, the following elements:

3.1.1 Firm Qualifications and References

- i. State of California Class A General Engineering Contractor's License in good standing
- ii. Qualified SWPPP Practitioner (QSP)
- iii. Class C-27 Landscaping Contractor's License
- iv. Work experience: List three (3) previous projects from the past ten (10) years in which:
 - a. The responding contractor served as the prime contractor.
 - b. The work included montane (>4000 feet elevation) meadow restoration, native revegetation, and grade control construction. Floodplain, stream, or riparian restoration projects are acceptable, but meadow restoration experience is strongly preferred, and native revegetation experience is required. Submit five (5) representative photographs for each project showing operations.
 - c. Any projects that included working with the National Park System, significant project size or complexity, adherence to strict minimization, avoidance, or best management practices, or occurred in remote settings are preferred.
 - d. References: Provide a minimum of three (3) references for past projects of similar size and scope, with name, email address, and phone number.
- v. List of current certifications of staff assigned to the Project (e.g., Class A license, QSP)
- vi. Include a brief bio or resume and list the experience of the contractor's superintendent or foreperson assigned to the Project and any other key staff. The superintendent or foreperson shall have at least three (3) years' experience supervising stream/meadow restoration projects that have included significant earthwork, soil bioengineering, and grade control structures. If the contractor proposes to use a Range Rider other than the pre-approved one listed above, provide a bio or resume.
- vii. If subcontractors may be used, identify and include a description of those persons or firms, listing qualifications.
- viii. Demonstrated commitment to diversity, equity, and inclusion in both internal corporate practices, as well as in a commitment to workforce equity in the selection of sub-contractors and procurement.

If a firm is responding to this RFP with subcontractors that collectively meet the above Qualifications, include a description of those persons or firms that lists qualifications or work experience for each respective subcontractor. It is imperative that teams of contractors document how they collectively meet the Qualifications, including the minimum work experience for the prime contractor. It is also important that teams provide a coherent description of the respective scope of each firm or person and how their activities are coordinated (see 3.1.2 Technical Approach).

3.1.2 Technical Approach

- i. Define specifically the scope of services to be provided to accomplish the Project. Please include specific tasks and timeline for completing them. Applicant may elect to suggest modifications to the scope above or include optional tasks to be considered or negotiated.
- ii. Discuss in detail the technical approach to each of the activities the applicant will conduct to achieve the scope identified above, including anticipated sequencing. Please specifically address work components outlined in the Project Work to be Completed and Project Work Requirements sections above and elaborate as needed.
- iii. Applicant should provide a risk management strategy for avoiding unexpected delays and complications.
- iv. If subcontractors may be used, include descriptions of the respective scope of work for each subcontractor and the prime contractor in the Technical Approach, including how the prime contractor will coordinate all subcontractor activities.
- v. Provide the specifications of the anticipated equipment to be used on the Project.

3.1.3 Cost Estimate

- i. Prepare cost estimate on attached Bid Sheet (Attachment A). A MS Excel version of the Bid Sheet is provided for convenience, but completed Bid Sheets should be submitted in PDF format.
- ii. Profit must be called out as a separate element.

Please limit the proposal to 25 pages in total length including all the above elements. If proposal includes subcontractors, each subcontractor increases the page length limit by 5 pages per subcontractor so that each may provide a firm profile, relevant project experience, and key staff resumes.

Costs incurred for developing this RFP and in anticipation of award of the Agreement are entirely the responsibility of the Applicant and shall not be charged to American Rivers. All submittals shall become the property of American Rivers upon receipt and will not be returned to applicants.

3.2 SELECTION CRITERIA

The Project Management Team will evaluate proposals using the following criteria:

	SELECTION CRITERIA	MAXIMUM POINTS
1.	Professional experience of the firm and the collective professional experience of its team in performing services of similar size and scope.	20
2.	Effectiveness, efficiency, and merit of technical approach presented and demonstrated understanding of the project.	20
3.	Quality and relevance of recently completed or ongoing work and associated references.	20

4.	Cost effectiveness of the proposal	15
5.	Expertise, experience, education, accreditation, registrations, and licenses of any key personnel to be assigned.	15
6.	Reliability and ethics of firm; minority firm or demonstrated commitment to diversity, equity, inclusion, and justice	10
Total Possible Points		100

3.3 EVALUATION AND SELECTION PROCESS

The Project Management Team will review, evaluate, and score each proposal based on the above selection criteria. These factors shall be weighted according to the nature of the proposed Project, the complexity and special requirements of the specific services, and the needs of the Project Management Team. All proposals received will be evaluated to determine the extent to which they comply with solicitation document requirements. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Immaterial deviations may cause a proposal to be rejected if not corrected upon request.

During the evaluation process, the Project Management Team may require applicant to answer about its proposal. Failure of applicant to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive. In the event that the submitted proposals are insufficient to select a contractor, American Rivers and the Project Management Team reserve the right to host interviews with some or all of the applicants to solicit additional information.

Contractors will be notified in writing, via email, of the Project Management Team's selection.

4 ADMINISTRATIVE PROCESS AND REQUIREMENTS

4.1 AGREEMENT FOR SERVICES

- i. The selected firm shall be notified in writing, via email, that it was the successful applicant. Negotiations will follow.
- ii. American Rivers will attempt to enter into negotiations with the selected firm for a satisfactory agreement and reasonable fee for the services needed.
- iii. If a satisfactory contractual agreement on services and compensation cannot be reached between American Rivers and the selected firm, American Rivers reserves the right to terminate negotiations with the selected firm and attempt to reach a satisfactory contractual agreement with the remaining qualified firms in order of their ranking.
- iv. The selected firm, with which American Rivers successfully negotiates, shall be required to execute an agreement, which shall include the terms and conditions of this RFP. American Rivers reserves the right to modify or update the Agreement in the interest of

American Rivers and the Project Management Team, in whole or in part, at any time up to and including during the negotiation of the Agreement with the selected firm. By submitting for this RFP, the prospective firm and its key subcontractors acknowledge that they will provide the services required in the Agreement.

4.2 AGREEMENT REQUIREMENTS

The selected firm shall be provided with a draft Agreement following selection; however it should be aware of the following Agreement provisions required by American Rivers to be compliant with State of California requirements passed through by the Department of Fish and Wildlife ("State or CDFW") and the Wildlife Conservation Board ("State or WCB") and federal requirements passed through by the US Department of Interior, National Park Service and the US Forest Service, US Department of Agriculture.

4.2.1 Contract Bonds and Insurance

With these securities, Contractor guarantees performance under this Agreement and acceptance against any defective materials or any unsatisfactory performance as well as payment to subcontractors, and to persons renting equipment or furnishing labor or materials to it. If any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Section 4.2.1, Contractor shall promptly notify American Rivers and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of the specific bonds listed below.

4.2.1.1 Bid Bond

Respondents to this RFP shall provide a bid guarantee equivalent to five (5) percent of the Phase 1 Base Bid. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

4.2.1.2 Performance Bond

The successful firm shall file with American Rivers, at the time of execution of the Agreement, a Performance Bond acceptable to American Rivers and with a Surety company who appears on the Treasury Department's most current list ([Circular 570 as amended](#)) and be authorized to transact business in the state where the Project is located. The bond shall name American Rivers, Inc. as obligee. The bond shall be in the full amount of the certain Agreement executed with the American Rivers, and as a condition of this obligation, Contractor shall truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the American Rivers, with or without notice to the Surety and during the one year guaranty period, and if Contractor shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless American Rivers from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay American Rivers all outlay and expense which American Rivers may incur in making good any

default, then this obligation shall be void; otherwise to remain in full force and effect. Phase 1 Project Work, Phase 2 Work, and any other Bid Options shall be bonded separately, corresponding to the amendment amount adding such Project Work. Phase 1 Bonding shall be released upon Notice of Completion for that work.

If Bid Options are exercised through written amendment to the Agreement, new or additional bonding will be required for the amount of the executed amendment.

Further, said Surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of the Agreement or to work to be performed thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement.

4.2.1.3 Payment Bond

The successful applicant shall file with the American Rivers at the time of execution of the Agreement, a Payment Bond acceptable to American Rivers and with a Surety company who appears on the Treasury Department's most current list ([Circular 570 as amended](#)) and be authorized to transact business in the state where the Project is located. The bond shall name American Rivers, Inc. as obligee. The bond shall be in the full amount of the certain Agreement executed with the American Rivers, and as a condition of this obligation, Contractor shall truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the American Rivers, with or without notice to the Surety and during the one year guaranty period, and if Contractor shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the American Rivers from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the American Rivers all outlay and expense which the American Rivers may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. Phase 1 Project Work, Phase 2 Work, and any other Bid Options shall be bonded separately, corresponding to the amendment amount adding such Project Work. Phase 1 Bonding shall be released upon Notice of Completion for that work.

If Bid Options are exercised through written amendment to the Agreement, new or additional bonding will be required for the amount of the executed amendment.

Further, said Surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of the Agreement or to work to be performed thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement.

4.2.1.4 Insurance

Contractor shall obtain and maintain for the Term of the Agreement and any extensions, usual and customary policies of insurance, with reputable insurers with an AM Best Co. rating no lower than A- with the following coverage:

- Workers' Compensation insurance in the maximum amounts required by law and Employers Liability Insurance of \$1,000,000 for bodily injury per accident.

- Pollution and Professional Liability insurance of \$5,000,000 or greater per occurrence and \$10,000,000 Per Project Aggregate to be maintained continuously from the start of Project Work until the expiration of 3 years following substantial completion of Project Work.
- Automobile Liability of at least \$2,000,000.00 per accident covering claims for injuries and/or damages to property arising from the use of motor vehicles, including on-site and off-site operations and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- Commercial General Liability (“CGL”) insurance in the amount of \$5,000,000 per occurrence and \$10,000,000 Per Project Aggregate, including coverage for property and operations damage, product liability, and contractual liability.
- Contractor shall also maintain Umbrella Liability coverage for the full amount of the claim regardless of insurance policy limits.

Contractor shall include American Rivers, Inc.; the State of California, Department of Fish and Wildlife; State of California, Wildlife Conservation Board; and The U.S. Department of the Interior, National Park Service, Yosemite National Park; and the U.S. Department of Agriculture, Forest Service, Stanislaus National Forest as an additional insureds. Such insurance coverages shall be primary and noncontributory. Contractor shall provide American Rivers with Certificates of Insurance.

If any of the liability insurance policies required for the Project, whether written as a whole or separately for Phase 1 and Phase 2, are written on a claims-made basis, Contractor shall continue to maintain such insurance for a period of three (3) years after substantial completion of the Project Work. The limits of liability and the extensions to be included remain the same.

Contractor shall provide a Waiver of Subrogation endorsement on the CGL and Workers Compensation policies. The insurance policies shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to American Rivers. Delivery of these Certificates to American Rivers shall be a condition precedent to the execution of the Agreement. Certificates of insurance evidencing the coverage required by the clause set forth above shall be emailed to mfreitas@americanrivers.org and contracts@americanrivers.org.

Contractor shall be responsible for any deductible or self-insured retention.

4.2.1.5 Failure To Execute an Agreement and Furnish Bonds and Insurance Certificates

The successful applicant who has an Agreement awarded to it and who fails to promptly and properly execute the Agreement and furnish the prescribed bonds and Certificates of Insurance shall forfeit the Bid Bond that accompanied the Proposal, and the Bid Bond shall be retained as liquidated damages by American Rivers. It is agreed that this said sum is a fair estimate of the amount of damages the American Rivers will sustain in case the successful applicant fails to enter into a contract.

4.2.2 Publicity, Acknowledgement of Credit

Contractor shall coordinate and obtain prior approval from American Rivers to recognize the cooperative nature of the Project and shall provide credit to the funding sources on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by American Rivers referencing the Project.

Contractor shall not publicize or otherwise circulate promotional material which states or implies governmental, departmental, bureau or government employee endorsement of a product, service, or position that Contractor represents.

4.2.3 Audit

Contractor agrees that American Rivers and CDFW, the Department of Finance, Department of General Services, California State Auditor's Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this Agreement.

4.2.4 Existing Site Conditions

American Rivers and the Project Management Team have attempted to accurately illustrate and describe conditions at the Project Area for the 100% Drawings and Specifications. The Project Management Team will maintain these existing conditions to the extent practical; however, Contractor is ultimately responsible for understanding the 100% Drawings and Specifications and represents and warrants that it has the experience and skill in the Project Work described in this RFP to accurately craft their approach, proposal, and cost estimate.

Contractor shall take into account matters that could affect performance of the Project Work by inspecting the Project Area prior to submitting their proposal to satisfy itself that the Project Area does not materially differ from the 100% Drawings and Specifications. If Contractor believes that there is a discrepancy between the existing conditions and the 100% Drawings, Contractor shall submit a written question to American Rivers (prior to submitting proposal) or a Request for Information (during the Agreement period).

At Contractor's written request, copies of Computer Aided Design (CAD) files will be provided to Contractor for Contractor's use in connection with Project, subject to completion of an Electronic Release Agreement.

4.2.5 Business And Professions Code

Contractor and its subcontractors (if applicable) must comply with the Business and Professions Code, including but not limited to section 6700 et seq. (Professional Engineers Act) or section 7800 et seq. (Geologists and Geophysicists Act). General contractor classification statutes are

in California Business and Professions Code sections 7056-7059. Contractor shall be a Class “A” — General Engineering Contractor, one whose principal business is in connection with fixed works requiring specialized engineering knowledge and skill. Contractor shall also be a C-27 Landscaping Contractor.

4.2.6 Non-Discrimination Clause

During the performance of this Agreement, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., Cancer), age (over 40), marital status, and denial of family care leave. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made part hereof as if set forth in full. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other Agreement. If subcontracting, Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

4.2.7 Rights In Data

Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are subject to the rights of American Rivers and the funding entities supporting this Project: the State of California and the federal government. These parties shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, Contractor may copyright the same, except that, as to any work which is copyrighted by Contractor, American Rivers, the State of California, and the federal government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

4.2.8 Confidentiality

As applicable, Contractor shall prevent from disclosure all information made available to it that is deemed confidential. Contractor shall not be required to keep confidential any data or information which is publicly available, independently developed by Contractor, or lawfully obtained from third parties. Written consent of American Rivers must be obtained prior to disclosing information about this Agreement. Contractor must not require their employees, or subcontractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such individuals from lawfully

reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

4.2.9 Data Reporting

Contractor will assist American Rivers, as needed, with data reporting to the California Department of Fish and Wildlife. Contractor agrees that data collected as part of the Project will be collected using peer-reviewed methods, undergo a quality control and accuracy assessment process, include metadata that meets the California Department of Fish and Wildlife's minimum standards (<https://www.wildlife.ca.gov/Data/BIOS/Metadata>), and include documentation of the methods and quality assessments utilized, and are properly stored and protected until the Project has been completed and data have been delivered as required under this Agreement.

4.2.10 Informational Products

Public information may include, but is not limited to, technical designs, feasibility studies, reports, and data gathered during any phase of development, including planning, design, construction, operation, and monitoring. All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be provided to American Rivers for cataloging in the California Geoportal (<https://gis.data.ca.gov>), maintained by the California Department of Technology.

4.2.11 Travel and Per Diem

Contractor agrees to pay reasonable travel expenses and per diem to its employees, agents, and subcontractors under this Agreement. The reimbursement rates shall not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from American Rivers.

4.2.12 Drug-Free Workplace Certification

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation and employee assistance programs; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.

3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

- a) will receive a copy of the company's drug-free policy statement; and,
- b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

4) In compliance with federal regulations for a Drug-Free Workplace (2 CFR PART 1401, 41 U.S.C. 701-707, as amended), Contractor must:

- a) make a good faith effort, on a continuing basis, to maintain a drug-free workplace, and
- b) take actions concerning employees who are convicted of violating drug statutes in the workplace (see Sections 1401.325-1401.401).

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both.

4.2.13 Labor Code Requirements; Prevailing Wage

Contractor shall pay prevailing wage to all persons employed in the performance of any part of the Project if required to do so in compliance with Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code, except where exempted by California Fish and Game Code Section 1501.5.. For more details, please refer to the DIR website at <http://www.dir.ca.gov>.

4.2.14 Union Organizing

By signing this Agreement, Contractor hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- a) No state funds disbursed by this grant will be used to assist, promote or deter union organizing;
- b) Contractor shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- c) Contractor shall, where state funds are not designated as described in b) above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- d) If Contractor makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no state funds were used for those expenditures, and that Contractor shall provide those records to the American Rivers and the California Attorney General upon request.

4.2.15 Disclosure Agreement

Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through support from Federal and State funding. Contractor shall coordinate with American Rivers in fulfilling this requirement.

4.2.16 Corporate Qualifications to Do Business in California

When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

4.2.17 Expatriate Corporation

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

4.2.18 Executive Order N-6-22 – Russia Sanctions

Contractor shall follow Executive Order No. N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grants with, and to refrain from entering any new grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the American Rivers be informed by the State that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. American Rivers shall provide advance written notice of such termination, allowing Contractor at least 15 calendar days to provide a written response. Termination shall be at the sole discretion of American Rivers.

The provisions below are required as part of a government-wide framework for grants management, commonly known as The Uniform Guidance which is an authoritative set of rules and requirements for Federal awards. Further details are at:
<https://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html>.

4.2.19 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.”

4.2.20 Davis-Bacon Act, As Amended (40 U.S.C. 3141-3148)

Contractor shall comply 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 decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. American Rivers shall report all suspected or reported violations to the Federal awarding agency.

4.2.21 Contract Work Hours & Safety Standards Act (40 U.S.C. 3701-3708)

Contractor must comply 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.

(a) 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. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(b) Contractor shall follow the clauses set forth in these paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act:

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages.** American Rivers shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c)** Contractor and its subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records shall be maintained under this paragraph shall be made available by Contractor and its subcontractor for inspection, copying, or transcription by authorized representatives of American Rivers and the Department of Labor, and Contractor and its subcontractor will permit such representatives to interview employees during working hours on the job.

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

Contractor and its subcontractors must 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).

4.2.23 Debarment And Suspension (E.O. 12549 and E.O. 12689)

No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. By signing this Agreement, Contractor or subgrantee certifies that it and its principal employees are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Certification. By signing this Agreement, you certify that you are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If you are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

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

Contractor certifies to American Rivers 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. Contractor must also obtain the same certification from any subcontractors and inform American Rivers of any disclosure.

4.2.25 Compliance With Copeland Act Requirements (40 U.S.C. 3145)

Contractor shall comply with the requirements of with the Copeland "Anti-Kickback" Act 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. American Rivers must report all suspected or reported violations to the Federal awarding agency.

4.2.26 Ensuring the Future Is Made in all of America by all of America's Workers per E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

4.2.27 Build America, Buy America

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Buy America Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

4.2.28 Geospatial Data

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

4.2.29 Trafficking In Persons

Contractor and its subcontractors and their employees may not engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of this Agreement or subagreement.

4.2.30 Text Messaging While Driving

In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately-owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

5 LIST OF ATTACHMENTS

- Attachment A: Bid Sheet
- Attachment B: 100% Drawings
- Attachment C: 100% Technical Specifications
- Attachment D: Design Basis Report
- Attachment E: Draft SWPPP
- Attachment F: Project Permits and Compliance Documents (does not include pending permits)
- Attachment G: Directions to Pre-Proposal Tour and Project Vicinity Map
- Attachment H: Sample Notice of Award