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Request for Proposals

COAL CREEK RIVER MILE 0 – 0.9 RESTORATION PROJECT

Alternatives Analysis and Conceptual Design Services

American Rivers

1101 14TH Street NW, Suite 1400
Washington, DC 20005
503.436.3632

Proposal Deadline: 11:59pm PST on Monday, April 20th, 2026

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1 GENERAL INFORMATION

1.1 INTRODUCTION

American Rivers seeks a qualified consultant to provide alternatives analysis and conceptual design services for a multi-benefit project that provides both habitat restoration and flood damage reduction on Coal Creek. Coal Creek is a 4.4-mile tributary of Salzer Creek in the Chehalis River Basin (see Figure 1) and is centrally located between the cities of Chehalis and Centralia in southwest Washington. The Coal Creek River Mile 0-0.9 Restoration Project (Project) is located on 66 acres of historical wetland that is owned by the City of Chehalis and surrounds 0.9 river-miles of lower Coal Creek (Project Area).

Coal Creek serves as an important spawning ground for coho salmon and steelhead; however, decades of development have straightened and ditched the lower portion of Coal Creek, which dramatically impairs fish migration opportunities to upstream restoration sites. This type of development has also led to faster delivery of channelized flood waters to downstream communities and has eliminated recreational opportunities. Therefore, the goals of this Project are to recover habitat for salmonid populations, enhance flood management strategies, and create a new recreational space for residents.

This Project's location in an urban area adjacent to the Southwest Washington Fairgrounds makes it an ideal demonstration project to not only restore lower Coal Creek, but to serve as a community amenity that connects Chehalis Basin residents to our rivers. Once constructed, anticipated project benefits include improved coho and steelhead habitat, educational opportunities for residents, improved flood water storage for frequently occurring storm events, and slower-arriving flood flows entering the mainstem Chehalis River.

American Rivers is issuing this Request for Proposals (RFP) to qualified firms to demonstrate their qualifications, background, pricing, approach, and ability to perform the required work of Phase 1, which includes, but is not limited to, one or more of the following tasks:

- 1) desktop analysis
- 2) data collection and analysis
- 3) alternatives analysis
- 4) conceptual design

In addition, the selected Consultant (Consultant) shall work with community groups and government agencies, including but not limited to the Chehalis Basin Collaborative for Salmon Habitat and the Washington Department of Ecology.

The Project will be executed in three sequential phases. Proposals should address all three phases with the understanding that Phase 1 will inform and impact subsequent phases; proposers must submit detailed proposals for Phase 1 and broad responses for Phases 2 and 3.

The initial contract award will cover only Phase 1 work. Phases 2 and 3 will be subject to mutual agreement between both parties and availability of funding at a later time.

No work may begin prior to the execution by both parties of an Agreement, and all work for Phase 1 must be completed by May 31, 2027. Any services to be provided by Consultant shall only be performed pursuant to a Scope of Work that provides a detailed description of the services to be performed, specific applicable compliance and conditions, the time for the work to be performed, and the not-to-exceed amount to be charged in an agreement to be executed by American Rivers and the Consultant (Agreement).

The services described herein are not exclusive, and American Rivers reserves the right to enter into other agreements covering the same or similar services, or to perform the same or similar services itself or through its agents.

American Rivers requires its consultants to provide services that meet or exceed the applicable professional standard(s) of care and produce deliverables of the highest quality within a constrained schedule to meet program commitments. The services, and any defined deliverables, shall be completed and delivered to American Rivers in a prompt and timely manner in order to permit the effective review and deployment of the deliverable(s) to American Rivers during and throughout the performance of any Agreement resulting from this procurement.

Project Management Team: American Rivers and Chehalis Basin Collaborative for Salmon Habitat.

Primary Contact: Neina Chapa, Associate Director, River Restoration.
nchapa@americanrivers.org, 503-436-3632.

1.2 RESPONSE DEADLINE

All proposals must be submitted electronically (as PDFs) to Neina Chapa at nchapa@americanrivers.org by 11:59pm PST on Monday, April 20th, 2026 with the subject line: “Coal Creek River Mile 0 – 0.9 Restoration Project”. The designated point of contact for each respondent will receive an email confirmation of receipt of their proposal. Any proposals received after this date and time will be rejected.

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 the right to resubmit 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 interest of American Rivers.

1.5 PRE-PROPOSAL SITE WALK

American Rivers and the Project Management Team will host an optional pre-proposal site walk to view the proposed restoration site and ask the Project Management Team representatives questions about the Project. The site walk will take place on Monday, March 30th, 2026 from 10am-11am PST; any changes in schedule will be announced with as much advance notice as possible. Additional meeting details will be provided closer to the time of the site walk. Firms interested in participating in the site walk should email Neina Chapa at nchapa@americanrivers.org at their earliest convenience to confirm attendance and number of staff attending.

1.6 PROJECTED SCHEDULE FOR SELECTION OF CONSULTANT

The following schedule has been established for the proposal and selection process. Every effort will be made to adhere to this schedule, but American Rivers reserves the right to adjust the dates as may be required by circumstances. Firm selection will be decided by the Project Management Team, consisting of American Rivers and the Chehalis Basin Collaborative for Salmon Habitat.

Table 1. Schedule:

Friday March 20, 2026		Request for Proposals released
Monday March 30, 2026	10-11am PST	Optional site walk
Monday April 6, 2026	5pm PST	Deadline for questions
Wednesday April 8, 2026	5pm PST	Q&A Digest distributed via e-mail
Monday April 20, 2026	11:59pm PST	Due date for proposals
Wednesday April 22, 2026		Optional interview
Monday April 27, 2026	5pm PST	Successful Consultant selection
Monday May 25, 2026		Deadline to start work
Monday, May 31, 2027		Deadline to complete work

1.7 AWARD OF CONTRACT

The consultant submitting the successful proposal shall be required to execute a contractual agreement issued by American Rivers. The Project will develop in stages, and therefore, so will the contractual agreement with the work under Phase 1 being contracted initially, and further work under Phase 2 and 3 added based on the results of the preceding phases and as further funding is available. This is similar to progressive contracting in that it is a collaborative approach that emphasizes early engagement between the American Rivers and Consultant, allowing for cooperative restoration project development and acquisition of continued funding. **This is not an RFP for design-build**; American Rivers envisions a separate procurement process for implementation with Consultant potentially serving in the role of observation.

Consultant shall be selected and designated to perform services for Phase 1 of Project for a term not to extend beyond May 31st, 2027 unless a formal extension of the term of the agreement is authorized by American Rivers and issued in the form of an agreement

amendment. American Rivers does not guarantee that an agreement will be written from this RFP or that future funding will be secured by a certain date, or at all, to proceed with Phases 2 and 3. American Rivers and Consultant shall maintain open communications during any gaps of time between phases to mutually address meeting the needs of the Project and parties.

2 SCOPE OF WORK

2.1 DESCRIPTION

American Rivers has prepared this RFP for the purpose of soliciting Proposals from qualified Proposers to provide the tasks and deliverables requested in the following Scope of Work. Proposer shall provide details on their approach and methodologies, deliverables, costs, and timeline for delivery associated with each of the tasks in Phase 1.

All RFP information shall be carefully reviewed by all Proposers. Proposer shall be familiar with and capable of complying with all laws and regulations that may affect cost, progress, and performance of the Project. The following Scope of Work is provided as an outline, and tasks are not necessarily listed in chronological order. Proposals may vary from the following Scope of Work with a stated reason for the variation.

Phased Scope of Work- The work will proceed in phases:

- Phase 1: Conduct kickoff meeting, desktop analysis, data collection and analysis, alternatives analysis, and conceptual design.

Contingent upon availability of funding and mutual agreement, executed by written addendum, between Consultant and American Rivers:

- Phase 2: Develop the chosen conceptual design to 100% engineered design and complete project permitting.
- Phase 3: Oversee construction and conduct post- restoration monitoring.

Project Location:

- 2451 N. National Ave, Chehalis, WA 98532; County/Parcel Number 005605083005
- Coal Creek runs through a City of Chehalis- owned property adjacent to the Southwest Washington Fairgrounds and a BNSD Seattle subdivision railway track.
- Project Area is 66 acres of land surrounding 0.9 river miles of lower Coal Creek.



Figure 1. Project Site Map with Project Area outlined in yellow.

Questions: American Rivers will not respond to telephone questions about this RFP. Questions concerning this RFP must be received by via email (nchapa@americanrivers.org) by Monday, April 6th, 2026. Questions should have the subject line: "Coal Creek River Mile 0 – 0.9 Restoration Project - RFP Questions" to be considered. American Rivers shall distribute a digest version of all questions and answers via email on the date and time listed in Table 1: Schedule.

2.2 TASKS AND DELIVERABLES

Task 1: Kickoff Meeting: Consultant shall meet with the Project Management Team to finalize the scope, direction, and agree upon timeline and milestones for the Scope of Work.

Subtask 1.1: Coordination and Project Outreach Meetings: Consultant shall meet once with regulatory agencies and government representatives to coordinate regulatory compliance and engage in 2-3 outreach activities with the Project Management Team to convey technical aspects of the Project. Coordination with interested community groups

through community outreach meetings will be integral to the development of alternative design options.

Task 2: Desktop Analysis: Consultant shall perform a desktop analysis to collect background information and data on the Project Area and watershed. This includes a title review of the City of Chehalis parcel, surrounding parcels, and easements for access. The desktop analysis may also include and not be limited to: watershed characterization, land use and site development history, surface water hydrologic and flood frequency analyses, and identification of species of interest. The following geographic information system data will be obtained to develop a site conditions basemap: digital terrain data, known and likely subsurface and aboveground utilities, special flood hazard area(s), wetland resources, significant vegetation, and approximate parcel boundaries. The results of the desktop analysis shall be included in the Alternatives Analysis and Conceptual Design reports.

Task 3: Data Collection and Analysis: Consultant shall collect site topographic / bathymetric survey data for incorporation into the site conditions basemap (from Task 2). The survey data shall include locations of subsurface and aboveground utilities, existing trees, and waterways.

To inform the wetland restoration and flood attenuation design objectives, Consultant shall analyze water levels and soil types in the Project Area. Consultant shall install water level monitors throughout the site and collect data for one (1) water year. A preliminary analysis of water levels must be completed. Consultant shall characterize soil type (visual) and profiles throughout the site and generate maps and profile graphics.

Subtask 3.1: QAPP: Consultant may be required to complete a [Quality Assurance Project Plan](#) (QAPP) for approval by the Department of Ecology (Ecology) before data collection for scientific analysis commences. QAPP ensures that projects that collect and analyze environmental information are prepared to meet the goals and scope of the project. The need for a QAPP will be determined after Consultant selection is complete and is dependent on the proposed data collection techniques and analysis methods.

Subtask 3.2: Cultural Resource Assessment: Consultant shall complete a desktop cultural resource assessment to determine the need for additional assessments during future project phases. Depending on proposed data collection techniques, any ground disturbance activity including the installation of groundwater monitoring wells will require Consultant to complete a State Cultural Resource Review- Governor's Executive Order 21-02 and an Inadvertent Discovery Plan (IDP) for the specific area(s) of disturbance. Ecology, Tribes, Washington State Department of Archaeology and Historic Preservation (DAHP), or other agencies may require additional information. No work onsite will be initiated, including site preparation activities, until consultation is completed and a written notice to proceed is received from Ecology.

Subtask 3.3: Field Reconnaissance: Consultant shall complete a geomorphic assessment of the stream reach and field reconnaissance of the stream and Project

Area. Existing plant communities, including obligate and facultative wetland species, must be mapped; a full wetland delineation will be included in Phase 2 of this project.

Task 4: Alternatives Analysis: Consultant shall develop an Alternatives Analysis Report. The report shall include site conditions, engineering requirements, anticipated regulatory compliance conditions, and opinions of probable cost.

Subtask 4.1: Alternatives Analysis Designs

Consultant shall prepare up to 3 alternative designs for evaluation. The alternatives must meet the project goals and objectives. The alternative designs are anticipated to include a plan view and typical cross section for each alternative. Alternatives analysis criteria will be developed collaboratively with the Consultant and Project Management Team.

Subtask 4.2: Alternatives Analysis Report and Workshop

Consultant shall prepare a draft Alternatives Analysis Report including the results of tasks 2 and 3, an outline of applicable engineering design criteria, anticipated regulatory compliance conditions, evaluations of each alternative design, and opinions of probable cost for each alternative design. The Consultant shall hold an Alternatives Analysis workshop including the Project Management Team and others (to be invited by the Project Management Team) to present the alternatives and their evaluation. The purpose of the alternatives analysis workshop is to select the preferred alternative. After the alternatives analysis workshop, Consultant shall prepare an Alternatives Analysis Report documenting the selection of the preferred alternative and any necessary design modifications for the conceptual design.

Subtask 4.3: Opinions of Probable Cost: Consultant shall develop initial professional opinions of probable cost for each alternative design option that includes design, engineering, permitting, implementation, and post-project monitoring. These opinions of probable cost will be used as part of the funding strategy to inform future funding requests and build momentum for future project phases.

Task 5: Conceptual Design: Consultant shall develop a conceptual design which advances the selected preferred alternative to an approximate 15% design level. The purpose of the conceptual design is to fully document the baseline site conditions and constraints, desired post-project conditions, relevant regulatory compliance criteria, anticipated post-project monitoring requirements, and an opinion of probable cost.

Subtask 5.1: Conceptual Design Drawings

The conceptual designs will include a set of drawings including but not limited to:

- Cover sheet including and not limited to: project name, vicinity map, project partners, sheet index, and project contact information.
- Baseline conditions plan view including and not limited to: basis of survey, topography, parcel boundaries, existing utilities, wetlands, vegetation and other significant site features.

- General notes including and not limited to: anticipated regulatory compliance criteria.
- Post-project conditions plan view including and not limited to: post-project topography and site features overlain on the baseline conditions.
- Post-project conditions sections showing and not limited to: baseline conditions and post-project conditions elevation data and anticipated ground and surface water levels.
- Post-project conditions stabilization and revegetation plan.

Subtask 5.2: Conceptual Design Report

Consultant shall prepare a conceptual design report documenting the information from tasks 2 and 3, the basis of design criteria, compliance with anticipated regulatory requirements, how input received from Project Management Team and project outreach meetings was incorporated into the design, future design refinements, and an opinion of probable cost including final design, permitting, implementation, and post-project monitoring.

2.3 COLLABORATOR ROLES AND RESPONSIBILITIES

The table below outlines the major tasks and responsibilities for Project collaborators to provide a better understanding of how Project tasks and responsibilities are allocated.

Collaborator	Tasks and Responsibilities
American Rivers	Project management, contract management, administration, project compliance, budgeting and invoice processing, restoration design input, effectiveness monitoring, and engagement of community stakeholders and partners through outreach activities.
Chehalis Basin Collaborative for Salmon Habitat	Support for project planning, review of alternatives analysis options and conceptual design, support for community outreach planning, and input on funding strategy.

3 RESPONDING TO THIS RFP

3.1 MINIMUM PROPOSAL REQUIREMENTS

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

3.1.1 Proposer Qualifications and References

- Provide details regarding demonstrated and specialized experience that is responsive to the selection criteria in Section 3.2 and the names of at least two clients who are willing to provide references for similar work completed, if possible.
- Include a previously completed basis of design document for a similar project type for reference and evaluation. This document will not count against the 20-page Proposal limit (see below) and, if submitted electronically, may be submitted as a separate file.

3.1.2 Approach

- i. For each task proposed, provide a narrative discussion of the approach proposed for successfully completing the Scope of Work and a risk management strategy for avoiding unexpected delays and complications.

3.1.3 Proposed Budget

- i. For each task proposed, provide a comprehensive budget for the Scope of Work, including profit listed as a separate element.
- ii. As part of the budget, provide a schedule of fees. The schedule of fees shall include but is not limited to: (a) a list of Proposer's staff by title with hourly billing rates; (b) whether support services are billed as direct costs or are included in overhead; and (c) if handling charges or profit are added to other direct costs (e.g., Subconsultant's costs, reimbursables).
- iii. Consultant shall be permitted annual market rate adjustments in pricing following the initial Phase 1 work, particularly as gaps of time may occur between the phases based on funding availability. However, consultant rate changes exceeding reasonable market rate may result in later phases requiring alternative consultants and/or public procurement.
- iv. Proposals that only include a consolidated or generalized cost table across multiple tasks may be considered non-responsive. The Proposer shall also include information such as personnel assigned to the Project, their roles and qualifications, as well as similar project examples demonstrating the qualifications of the Proposer to complete the deliverables. Additionally, Proposer must list profit as a separate element.

3.1.4 Staff Experience

- i. Include brief bios and resumes for key staff detailing relevant qualifications.
- ii. Include up to two project descriptions for similar work with dates, budget, deliverables, and client contact information.

Please limit the Proposal to 20 pages in total length including all the above elements. Cover letters, table of contents, letters of transmittal, cover pages, and page dividers are excluded from the page count. Resumes are included in the page count. If Proposal includes Subconsultants, each Subconsultant increases the page length limit by 5 pages per Subconsultant so that each Subconsultant may provide a firm profile, relevant project experience, and key staff resumes.

Disclaimer: This RFP does not commit American Rivers to make an award to a Successful Proposer, or to pay any costs incurred during the preparation of the Proposal. American Rivers reserves the right to reject any or all of the Proposals for completing this work. American Rivers also reserves the right to eliminate the need for the Successful Proposer to complete one or more tasks, pending the outcome of preceding related tasks or issues, and/or the availability of collaborators to complete that task. All submittals become the property of American Rivers upon receipt and will not be returned to Proposers.

3.2 SELECTION CRITERIA

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

	SELECTION CRITERIA	MAXIMUM POINTS
1.	Professional experience of the Proposer 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.	20
3.	Quality and relevance of recently completed or ongoing work and associated references.	20
4.	Cost effectiveness of the Proposal.	20
5.	Expertise, experience, education, and certifications/licenses of key personnel to be assigned.	20
	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. All Proposals received will be evaluated to determine the extent to which they comply with RFP requirements. If a Proposal fails to meet the RFP requirements, 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 a Proposer to answer questions about the Proposer’s Proposal. Failure of Proposer to demonstrate that the claims made in its Proposal are in fact true may be sufficient cause to reject the Proposal as non-responsive.

Proposers will be notified of the Project Management Team’s selection by the date listed in Table 1: Schedule.

4 ADMINISTRATIVE PROCESS AND REQUIREMENTS

4.1 AGREEMENT FOR SERVICES

- i. The Successful Proposer shall be notified that it has been selected via email. Negotiations will follow, at which time Successful Proposer will be asked to submit a final comprehensive budget for the Scope of Work.
- ii. American Rivers will attempt to enter into negotiations with the selected Successful Proposer for a satisfactory Agreement and budget.
- iii. If a satisfactory Agreement cannot be reached between American Rivers and the Successful Proposer, American Rivers reserves the right to terminate negotiations with

the Proposer and to attempt to reach a satisfactory Agreement with the remaining qualified Proposers in order of their ranking.

- iv. The Successful Proposer, 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 Successful Proposer. By submitting a Proposal in response to this RFP, the Proposer and its key Subconsultants acknowledge that they will provide the services required in the Agreement.

4.2 AGREEMENT REQUIREMENTS

American Rivers shall provide the Successful Proposer with a draft Agreement. In developing Proposals, Proposers should be aware that the executed Agreement between American Rivers and Consultant will include the following provisions as required by American Rivers, the Project Management Team, or the Washington State Department of Ecology.

4.2.1 Insurance

Consultant shall obtain and maintain for the term of the Agreement, usual and customary policies of insurance, including Workers' Compensation insurance in the maximum amounts required by law; Professional Errors and Omissions insurance in the amount of \$2,000,000 or greater; Automobile Liability with bodily injury limits of at least \$1,000,000 per accident; and Commercial General Liability (CGL) insurance in the amount of \$2,000,000 Aggregate, with reputable insurers with an AM Best Co. rating no lower than A-. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in the state of Washington. Consultant shall also maintain Commercial Excess Liability or Umbrella coverage with a limit of \$3,000,000 or greater. Consultant shall provide a Waiver of Subrogation endorsement on the CGL and Workers Compensation policies.

Consultant shall include American Rivers, the City of Chehalis, and the Washington State Department of Ecology as additional insureds on a primary and noncontributing basis on its policies and shall provide American Rivers with Certificates of Insurance. Delivery of these Certificates to American Rivers shall be a condition precedent to the first payment to Consultant. 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.

4.2.2 Payments

Payments for work under this Agreement shall likely be made quarterly, but no more frequently than monthly. Payments shall be based on invoices provided by Consultant covering work completed and are subject to American Rivers' approval. Payments shall be made to Consultant within sixty (60) days of receipt of invoice.

4.2.3 Compliance

Acknowledgement

As necessary, Consultant will work with American Rivers in helping to acknowledge the state of Washington Department of Ecology (Ecology) and any other funders of this project.

Audits

Consultant shall maintain complete program and financial records relating to this Agreement.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by American Rivers, Ecology, or any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

Consultant shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records. American Rivers reserves the right to audit, or have a designated third-party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to American Rivers and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. Consultant shall provide right of access to American Rivers, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

Sustainable Practices. In order to sustain Washington's natural resources and ecosystems, the Consultant is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit Ecology's web page: Green Purchasing

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

Third-Party Beneficiary

Consultant shall ensure that in all subcontracts entered into by the Consultant pursuant to this Agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

Ownership of Intellectual Property

Materials prepared or delivered by Consultant to American Rivers under the terms of this Agreement (“Work Product”) shall be works made for hire created for and owned by American Rivers and shall be the exclusive property of American Rivers. To the extent that any material does not constitute work made for hire as a matter of law, Consultant hereby grants and assigns to American Rivers exclusive rights to the material under United States intellectual property law and all international conventions, including without limitation, copyrights, trade secrets, and patents in and to such materials and the right to copyright the material and any renewals thereof in the name of American Rivers. Consultant also hereby waives any and all claims that Consultant may now or hereafter have in any jurisdiction to so-called “moral rights” in connection with the Work Product. Consultant shall secure the same agreement from all independent consultants performing services in connection with Consultant’s performance under this Agreement. Consultant warrants that it is the sole creator of the Work Product except for such material from copyrighted sources as is reproduced by written permission of the copyright owner, and that the Work Product: (i) is original (except for such material from copyrighted sources as is reproduced by written permission of the copyright owner); (ii) contains no matter that is scandalous, obscene, or libelous or otherwise contrary to law; and (iii) contains only information and data that is true and accurate to the best of Consultant’s knowledge, belief, and expertise.

Ecology retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the Work Product, and to authorize others to use the same for federal, state, or local government purposes.

4.2.4 Federal Compliance Provisions

The following provisions will likely apply to this overall Agreement should federal funds be used in the future to support this Project. Such compliance would be made part of Consultant’s agreement in the future should these entities provide financial support. The following provisions 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>.

1. ***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.”

2. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Consultant 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 consultant 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) Consultant 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 consultant or subconsultant 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 Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subconsultant 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 Consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) Consultant and its subconsultant 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 Consultant and its subconsultant for inspection, copying, or transcription by authorized representatives of American Rivers and the Department of Labor, and Consultant and its subconsultant will permit such representatives to interview employees during working hours on the job.

3. ***Rights to Inventions Made Under a Contract or Agreement*** – With respect to non-profit organizations, contracts or agreements for the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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.
4. ***Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.***

Consultant and its subconsultants 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).

5. **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 consultants declared ineligible under statutory or regulatory authority other than E.O. 12549. By signing this Agreement, consultant 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.

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Consultant 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. Consultant must also obtain the same certification from any subconsultants and inform American Rivers of any disclosure.
7. **Trafficking in persons.** Consultant and its subconsultants 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.
8. **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 Consultants 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.

9. ***Drug-free Workplace (2 CFR Part 1401, 41 U.S.C. 701-707, as amended).***

Recipients other than individuals, must:

- i. make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Consultants and subgrantees must agree to do so as a condition for receiving any award. Consultants and subgrantees agree to take the following measures:
 1. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 1401.305-1401.320); and
 2. Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Sections 1401.325-1401.401).
- ii. identify all known workplaces under your Federal awards and subawards (see Sec. 36.230).

10. ***Domestic preferences for procurements.*** As appropriate and to the extent consistent with law, Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. ***Prohibition on certain telecommunications and video surveillance services or equipment.*** Consultant and its subconsultants are prohibited from obligating or expending these funds to:

(1) Procure or obtain;

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

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889,

covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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

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