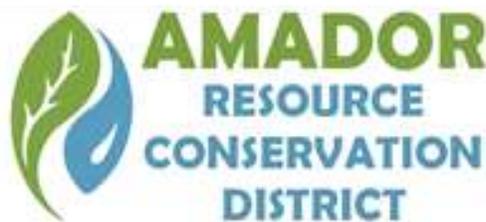


**REQUEST FOR BIDS
FOR CONSTRUCTION SERVICES TO THE
AMADOR RESOURCE CONSERVATION DISTRICT
2020 ARCD – THREE MEADOWS RESTORATION PROJECT
IMPLEMENTATION
OCTOBER 2020**



12200 B Airport Road, Jackson CA
www.AmadorRCD.org
Amanda@AmadorRCD.org
(916) 612-5163

Amador Resource Conservation District – Request For Bids
2020 ARCD Three Meadows Restoration Project

PROJECT TITLE: Three Meadows Restoration Project - Implementation

RELEASE DATE: October 9th 2020

PRE-BID TOUR: Contractors are required to attend the pre-bid site visit. The pre-bid site visit will take place October 26th 2020. (Unless they attended the prior project tour in June 2020). Contact Amanda Watson, Amador Resource Conservation District, by October 23rd 2020 via email to RSVP for the pre-bid tour. **Email: Amanda@AmadorRCD.org**

CLOSING DATE: Bids must be submitted electronically – via email - to:

Amanda Watson, Amador Resource Conservation District
Email Address: Amanda@AmadorRCD.org

Bids must be received no later than **5pm December 18th 2020**

Project Contractor is anticipated to be selected in late December 2020.

CONTACT PERSON: Amador Resource Conservation District Coordinator

Amanda Watson
(916) 612-5163
Amanda@AmadorRCD.org

INTRODUCTION:

The Amador Resource Conservation District (ARCD) has received funding from the National Fish and Wildlife Foundation (NFWF) to implement meadow restoration on National Forest Land under the project title: Three Meadows Restoration Project (Project). The Project aims to restore the hydrologic and ecologic functions of three meadows, Tyler, Upper Onion Valley, and High Onion, in the Bear River and Cole Creek watersheds of the Sierra Nevada. The ARCD is partnering with the United States Forest Service, Amador Ranger District to complete this project.

All questions concerning this RFB shall be submitted by email to Amanda@AmadorRCD.org on or before November 13th 2020 5pm.

Should answers to questions amend the RFB, ARCD will issue an RFB Addendum via email and will be posted on: www.AmadorRCD.org/employment. To be included on this email list, please request to receive emails pertaining to this RFB via the above email prior to the above deadline for questions. Amendments to this Request for Bid will be posted on the ARCD website: www.AmadorRCD.org/employment

WITHDRAWAL OF BIDS: A bid may be withdrawn at any time prior to the due date and time provided that a request for withdrawal prepared by the submitter or a duly authorized

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representative is filed with ARCD. The withdrawal of a bid shall not prejudice the right to resubmit prior to the due date and time set forth herein.

REJECTION OF BID SUBMITTAL: ARCD reserves the right to reject any bids deemed non-responsive, cancel this RFB, or to terminate the selection proceedings at any time, if it determines such action is in the best interests of ARCD. No contractor or subcontractor, under penalty of fines, may submit a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Table 1: Anticipated RFB/Project Timeline

Milestone	Dates
Release Request for Bids	October 9 th 2020
RSVP for Pre-Bid Site Visit Deadline	Oct 23 rd 5pm
Pre-Bid Site Visit (contact Amanda Watson, Amanda@AmadorRCD.org to RSVP)	Oct 26 th 2020
Written Questions Deadline	by November 13 th 2020 5pm
Bids Due	December 18 th 5pm
Review and Selection of Contractor	expected late December
Agreement Executed	expected January 8 th 2021
Work Begins (estimated)	July 1 to August 1 2021
Work Completion	September 15 th 2021

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SCOPE OF WORK

- A. **PROJECT LOCATION:** The three meadows, “High Onion”, Upper Onion Valley, and Tyler, are approximately 50 miles northeast of Jackson, CA, and east of Bear River Reservoir in the Amador Ranger District of the Eldorado National Forest (Attachment 1, Figure 1). Tyler meadow is in the Bear River watershed and High Onion and Upper Onion are in the Cole Creek watershed. High Onion Meadow (~ 3 acres @ 8,000 feet elevation) and Upper Onion Valley Meadow (~7 acres @ 7,480 feet) are connected by “Onion Creek” that flows into Cole Creek and the North Fork Mokelumne River, about 1.7 miles downstream from Salt Springs Reservoir. Tyler Meadow (~2 acres @ 6,800 feet) drains into Upper Bear River Reservoir which feeds Bear River and Bear River Reservoir.

USGS Map Information

“High Onion” Meadow – an unnamed meadow at T8N, R16E, Sec 1 (Bear River Reservoir Quad)

Tyler Meadow - T8N, R16E, Sec 3 (Bear River Reservoir Quad)

Upper Onion Meadow - – T8N, R16E, Sec 11 (Bear River Reservoir Quad)

B. PROJECT AREA

Maps of the project area, meadow locations, aerial photographs, and LiDAR of the three meadows are provided in Attachment 1, Figures 1-5.

Project Area 1: High Onion Meadow

Project Area 2: Upper Onion Meadow

Project Area 3: Tyler Meadow

Project Area 4: Roadwork

C. ACCESS TO PROJECT AND ROAD CONDITIONS

Access to the Three Meadows Restoration Project is from State Hwy 88 and Amador County Road AMA-244 that leads to Bear River Reservoir. Drive approximately 5 miles by paved road from Hwy 88 across Lower Bear River Reservoir dam and around the Reservoir to USFS road 8N14, which is south of the lake. Take a left turn onto 8N14, also a paved road. It is approximately 3 miles to the intersection with USFS road 8N03. Take a left (north) on 8N03, which is a native surface single lane road recommended for high clearance 4x4 vehicles. It is about a quarter mile to the intersection with road 8N03F to the left,

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which accesses Tyler Meadow. 8N03 “Y’s” to the right from this intersection. It is approximately 2 miles to Upper Onion Valley Meadow, on the right. From there, High Onion Meadow is about three quarters of a mile on the right where the road bends to the left, however, Tyler Meadow is about a mile and a half from 8N03 on 8N03F. It is on the left before the road climbs through 2 switchbacks. A high clearance 4x4 vehicle is recommended to navigate these roads.

D. BACKGROUND:

Meadows throughout the Sierra Nevada are often degraded from historic land use practices and natural ecological and hydrological functions. Within the Mokelumne River watershed, a diverse group of stakeholders collaborate on forest restoration projects through the Amador Calaveras Consensus Group (ACCG). The USFS’s Amador Ranger District has completed or is in the process of restoring high priority meadows including Indian Valley, Foster Meadow, and Little Indian Valley. To increase the pace and scale of meadow restoration in the Mokelumne watershed, ACCG members and the Amador Resource Conservation District (ARCD) will be implementing the ‘Three Meadows Restoration’ project which aims to restore Tyler, Upper Onion Valley and High Onion meadows. These small meadows are situated upslope from the footprint of the 2004 Power Fire. Although degraded from altered hydrology, incised channels, and encroaching conifers, the meadows are within critical habitat for the Sierra Nevada Yellow-legged Frog (SNYLF), *Rana sierra*, and support sensitive plant species such as rare moonworts, *Botrychium sp.* Without restoration, these meadows are at risk of losing important ecological and hydrological functions. The meadows provide other beneficial uses including forage for an active grazing allotment, recreation, and water storage for power generation and domestic water supply downstream.

E. PROJECT GOALS AND OBJECTIVES

The long-term objectives for meadow restoration include:

- Repair the incised stream channels, reducing erosion and sedimentation downstream
- Raise the groundwater elevation, increasing natural water storage
- Increase and prolong the duration of late-season flows for the benefit of flora and fauna and downstream water users
- Reduce downstream flood peaks
- Halt the encroachment of upland plant species, particularly Lodgepole Pine.
- Increase extent of wet meadow and riparian vegetation
- Improve habitat for meadow species, with focus on sensitive plant species and the Sierra Nevada Yellow-legged Frog (SNYLF)
- Improve drainage and erosion control on adjacent roads.

F. DESCRIPTION OF WORK

The lead for the project is Amador Resource Conservation District (ARCD). Project partners include:

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- USFS Eldorado National Forest, Amador Ranger District
- National Fish and Wildlife Foundation.

The project has two main components, restoration of three meadows and road work on two forest service roads.

The project is divided into four components. Contractors are expected to breakout the cost of each of these components and unit costs indicated below and in Section J, Bid Format.

Meadow Restoration:

Component 1: High Onion Meadow

Component 2: Upper Onion Meadow

Component 3: Tyler Meadow

The purpose of the Three Meadows Restoration Project is to restore the natural morphology of three relatively small, high elevation meadows. The project will improve hydrologic functions of the meadow systems by improving water quality, timing of flows, recovery of sediment deposition, and arrest channel head cutting. Implementation of these actions would also increase and prolong the duration of late season flows for the benefit of flora and fauna and downstream users by reducing downstream flood peaks.

Meadow Restoration Actions. Each meadow has its own management action plan to resolve specific resource concerns. For background information, these action plans, Design Criteria/Best Management Practices, and design plans are described in detail in:

- Attachment 2- Decision Memo Three Meadows Restoration Project (Decision Memo),
- Attachment 3 - CEQA Initial Study for the Three Meadows Project (Initial Study),
- Attachment 4 - 60% Design Submittal (60% Design--Excluding the exclusion fence in High Onion Meadow).

Road Work:

Component 4: Road Work

The purpose of the Three Meadows Road Work Project is to reduce excess erosion and water capture on a road running adjacent to Tyler Meadow. It is possible the work may be completed under another contract prior to 2021. This should be determined prior to December 1. This information will be provided as soon as possible to all contractors who attended the bid walk. The three meadows are located in Amador County, California on lands administered by the USDA Forest Service, Amador Ranger District, Eldorado National Forest.

8N03F is a native surface USFS roads utilized by recreational OHVs, hikers, hunters and other outdoor enthusiasts.

1. 8N03F – from its upper terminus to the lower end of Tyler meadow, a section of road approximately 0.75 miles in length.

In 2019, the USFS crews installed numerous waterbars on 8N03 to curtail erosion and improve passability to recreational vehicles. This work also improved road conditions on part of 8N03F. The work proposed in this RFB would augment that previous work. The dirt roads

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in this project are still actively eroding and are in need of erosion control work. Reshaping the road surface to direct water flow off the roads is an important component of this work.

Road Work Actions: A road assessment has been completed and outlines the required road work on 8N03F to be completed. Project activities, are at the locations staked on the ground and identified in Road Work (Attachment 5). include but are not limited to the following:

- Check for existing stakes at sites listed in the table on Attachment 5 and replace if necessary.
- Construct new rolling dips and lead off ditches.
- Improve existing rolling dips and lead off ditches
- Recontour and out-slope road bed to allow sheet flow
- Regrade/raise grade of road for drainage in areas of ponding as indicated,
- Remove failing culvert

Project Actions

Project actions are defined in general terms in Table 2, detailed descriptions of actions are provided in Attachments 2, 3 & 4 (Meadow Restoration) and Attachment 5 (Road Work).

Project Action Table pages 8-10

Table 2: Project Actions (p. 8-10)

Affiliated Project Component	Task #	Action
1: Upper Onion	1a	<p>Construction of log weirs and rock riffles within existing incised channels to raise base level of channel, encourage aggradation, reduce overall channel capacity and raise the groundwater table (Attachment 4, Sheets C3, C10, & C11)</p> <ul style="list-style-type: none"> • Construction of 25 log weirs Upper Onion (intermittent streams). Logs will be felled from suitable trees located along the meadow edge, along temporary access routes or from within the meadows. Trees used for log weirs will be felled, bucked, and limbed. Transport from the harvest location to the weir construction will utilize various construction equipment. Log weirs will be installed using equipment (e.g. to move, place and key in logs, backfill root wads) and hand labor. • Construct 21 rock riffles on Onion Creek and two tributaries within Upper Onion Valley. Rock for the riffles will be imported from the USFS Tragedy Pit. Construction of rock riffles will be completed using motorized equipment in the meadow. • Prior to construction, contractor will use georeferenced maps and or latitude/longitudes provided by the ARCD to locate and place a lath stake at each site for log weirs & rock riffles.
1: Upper Onion	2	<p>Construct Roughened Channel (Attachment 4, Sheets C3 & C4) To control overall base level of Upper Onion Valley meadow</p> <ul style="list-style-type: none"> • Placement of 90 linear feet (lf) of Roughened Channel in stream channels as shown on attachment C3 & C4 at the outflow from Upper Onion Valley. Rock will likely be imported from Tragedy Pit for this component. Motorized equipment would be used in order to accomplish this action item. Limits of the work will be staked prior to construction. • Prior to construction, contractor will use georeferenced maps and or latitude/longitudes provided by the ARCD to locate and place a lath stake at each site for roughened stream channel.
1: Upper Onion	3a	<p>Oversight and Engineer Check of Installation: All construction activities will need to be installed to achieve standard deltas in elevation between log weirs, rock riffles and roughened channel. Structures will need to be laser leveled to ensure they are installed properly. The tops of adjacent log weirs and rock riffles shall be separated by 0.5 ft in vertical elevation unless shown differently on Attachment 4, Sheets C10 & C11. Elevation shall be measured and controlled with a laser.</p>
1: Upper Onion	4a	<p>Temporary Meadow Access Routes (Attachment 4, Sheets C2 & C12)</p> <ul style="list-style-type: none"> • Access to the meadow restoration areas will be via temporary forest access routes (approx. 3,875 lf / 1.3 acres) and meadow access routes (1,170 lf / 0.40 ac) to be restored upon project completion. Contractor shall flag temporary access routes for approval prior to use.

2: High Onion	1b	<p>Construction of log weirs within existing incised channels to raise base level of channel, encourage aggradation, reduce overall channel capacity and raise the groundwater table (Attachment 4, Sheets C7 & C10)</p> <ul style="list-style-type: none"> • Construction of 26 log weirs at High Onion Meadow (intermittent stream). Logs will be felled from suitable trees located along the meadow edge, along temporary access routes or from within the meadows. Trees used for log weirs will be felled, bucked, and limbed. Transport from the harvest location to the weir construction will utilize various construction equipment. Log weirs will be installed using equipment (e.g. to move, place and key in logs, backfill root wads) and hand labor. • Prior to construction, contractor will use georeferenced maps and or latitude/longitudes provided by the ARCD to locate and place a lath stake at each site for log weirs.
2: High Onion	3b	<p>Oversight and Engineer Check of Installation: All construction activities will need to be installed to achieve standard drops in elevation between log weirs. Structures will need to be laser leveled to ensure they are installed properly. The tops of adjacent log weirs shall be separated by 0.5 ft in vertical elevation unless shown differently on Attachment 4, Sheets C10. Elevation shall be measured and controlled with a laser.</p>
2: High Onion	4b	<p>Temporary Meadow Access Routes (Attachment 4, C6 & C12)</p> <ul style="list-style-type: none"> • Access to the meadow restoration areas will be via temporary forest access routes (approx. 3,875 lf / 1.3 acres) and meadow access routes (1,170 lf / 0.40 ac) to be restored upon project completion. Contractor shall flag temporary access routes for approval prior to use.
3: Tyler	1c	<p>Construction of log weirs within existing incised channels to raise base level of channel, encourage aggradation, reduce overall channel capacity and raise the groundwater table (Attachment 4, Sheets C9 & C10)</p> <ul style="list-style-type: none"> • Construction of 11 log weirs at Tyler Meadow (intermittent stream). Logs will be felled from suitable trees located along the meadow edge, along temporary access routes or from within the meadows. Trees used for log weirs will be felled, bucked, and limbed. Transport from the harvest location to the weir construction will utilize various construction equipment. Log weirs will be installed using equipment (e.g. to move, place and key in logs, backfill root wads) and hand labor. • Prior to construction, contractor will use georeferenced maps and or latitude/longitudes provided by the ARCD to locate and place a lath stake at each site for log weirs.
3: Tyler	3c	<p>Oversight and Engineer Check of Installation: All construction activities will need to be installed to achieve standard drops in elevation between log weirs. Structures will need to be laser leveled to ensure they are installed properly. The tops of adjacent log weirs shall be separated by 0.5 ft in vertical elevation unless shown differently on Attachment 4, Sheets C10. Elevation shall be measured and controlled with a laser.</p>

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3: Tyler	4b	<p>Temporary Meadow Access Routes (Attachment C8 & C12)</p> <ul style="list-style-type: none"> • Access to the meadow restoration areas will be via temporary forest access routes (approx. 3,875 lf / 1.3 acres) and meadow access routes (1,170 lf / 0.40 ac) to be restored upon project completion. Contractor shall flag temporary access routes for approval prior to use.
3: Tyler	5	<p>Installation of OHV barrier at Tyler Meadows (Attachment 4, Sheet C9)</p> <ul style="list-style-type: none"> • Rock boulders will be placed along the upper meadow edge to prevent OHV access from parking area.
4: Road Work	6	<p>8N03F feature staking (Attachment 5)</p> <ul style="list-style-type: none"> • Prior to construction activity, contractor will use georeferenced map and or latitude/longitudes provided by the ARCD to locate and stake all road features using wood lath. A stake at each site should identify the site number and proposed treatment, e.g. rolling dip, lead off ditch, etc.. The Contractor shall notify the ARCD who will approve road work locations prior to construction.
4: Road Work	7	<p>8N03F Road drainage improvement (Attachment 5)</p> <ul style="list-style-type: none"> • Contractor will complete approximately 2.25 miles of dirt road work including drainage improvement on two roads, 8N03F in the sections noted above. Work will consist of installing erosion control measures (i.e. rolling dips) to improve drainage and reduce erosion, and to restore hydrologic connectivity. See Attachment 5 for maps of routes , details of road work to be completed and Rolling Dip Typical (last page).

Work. Furnish all labor and materials to complete work identified in Table 2 above and detailed in Attachments 2-5.

Notes on project material:

- Rock material will be provided by the Forest Service, transportation from Tragedy Pit should be accounted for in the bid.
- Timber for log weirs will be harvested on site.

Construction Preparation. Contractor must provide construction preparation for all parts of this project. Preparation for construction will include flagging and/or marking of access routes, harvest trees, log weirs, rock riffles, roughened channel, staging areas, road work sites and any other locations or materials necessary for project completion and maintenance of design criteria and mitigation measures (Attachments 2-5). The contractor is responsible for access route development and proper maintenance, mobilization and demobilization, tree harvest and transport, fill transport, soil preparation, installation of log weirs/rock riffles/roughened channel, road berm construction, rolling dips, lead off ditches, outsloping, and OHV barrier.

All parts of this project, including soil preparation, earthwork, and planting, are subject to field design or refinement by the Contracting Officer Representative(COR) or the Project Lead Representative (ARCD/USFS), according to field conditions. The COR or the Project Lead Representative will evaluate and approve construction preparation and/or marking prior to the initiation of construction.

USFS staff will provide additional monitoring and oversight, particularly for hydrologic, wildlife, botany, and cultural purposes.

Construction activities are listed in general terms here.

- Design Criteria and Mitigation Measures: install and maintain design criteria and mitigation measures throughout construction according to the Design Criteria detailed in the Decision Memo (Attachment 2, pages 6-10) and the Attachment 3. Follow the fire plan provided by USFS.
- All construction activities shall be installed to achieve the designated drops in elevation between adjacent log weirs and rock riffles per Attachment 4, Sheets C10 & C11. Vertical control of top “spill” elevations with a laser level is required to ensure proper installation.
- Mobilization and demobilization: establish all equipment, supplies, and temporary facilities at the site needed to complete the work; demobilization shall include removing all equipment, supplies, temporary facilities, and excess construction materials; demobilization shall also include decommissioning of temporary access routes and staging areas. Contain downslope perimeter of staging areas and material stockpiles with silt fence.
- Temporary Haul/Access Routes across Meadows: Access will be permitted when meadows are sufficiently dry to avoid scarring by equipment. Establish temporary

access routes (including meadow protection measures where needed) and temporary stream crossings as indicated in Attachment 4, Sheets C2, C6, C8, & C12. Cover access routes with ‘marsh mats’, consisting of slash material from salvaged trees. Inspect mats and add additional material to provide continuous protection to meadow. After construction, remove mats and place as slash along temporary access routes in forested areas.

- Temporary Creek Crossings: Where access routes cross stream channels, construct temporary bridge crossings using corduroy road, steel plates, or marsh mats (Attachment 4, Sheet C12). Monitor crossings and address any deficiencies by including additional logs, mats or other protective material. After construction, remove logs and place as slash along temporary access routes.
- Dewatering: furnish all equipment and labor to dewater channels if standing water is present at channel locations where structures are to be placed. Hydrology requirements are defined on pages 7 & 8 of Attachment 2.
- Tree Harvest: harvest trees within the meadows and along the access routes, or near the margin meadows necessary for the construction of log weirs and for access along temporary haul routes. Hand fell, limb, buck, and lop and scatter wood debris to design specifications shown in Attachment 4, Sheet C10. Tree selection criteria in order of preference:
 - Live lodgepole pine less than 30’ d.b.h. encroaching into the meadow
 - Live white or red fir less than 30’ d.b.h. encroaching into the meadow
 - Live lodgepole pine less than 30’ d.b.h. within and adjacent to the designated access routes
 - Live white or red fir less than 30’ d.b.h. within and adjacent to the designated access routes
 - Live lodgepole pine less than 30’ d.b.h. in the project area
 - Live white or red fir less than 30’ d.b.h. in the project area.

Stump heights will be as close to flush cut as is feasible, but not to exceed 6” height.

Yarding (transport) from the harvest location to the weir construction site will utilize available construction equipment. Logs will either be fully suspended or be suspended by the lead end during transport to minimize soil disturbance. Yarding will only occur on gradual slopes less than 30%, when the ground is stable, and not on saturated soil conditions. Unutilized limbs, tops, and rounds will be lopped and scattered along the designated access routes to a depth not to exceed 30” following completion of restoration activities to stabilize disturbed soils. Unutilized woody material may also be lopped and scattered within the project area to a depth not to exceed 30”.

- Procure and import fill from USFS rock staging areas to the project site to meet the overall fill demand. Excavate and transport fine material borrowed from surrounding upland areas. Mix rock and fine material to achieve desired gradation for constructed riffles or grade control structure (see below).
- Installation of roughened channel, log weirs, rock riffles within incised channels on Upper Onion Meadow; and log weirs on Tyler and High Onion Meadows. This work is described in Table 2 above and detailed in engineering sheets provided in Attachment 4 (Sheets C3, C4, C7, C9, C10, C11).

- Only low impact construction equipment may be used in the meadows. Only rubber tracked/tired low ground pressure equipment may be used for installation of log weirs and rock riffles.
- Installation of roughened channel, log weirs, and rock riffles must be sequenced starting with the downstream structures and working upstream.
- Prepare sites for installation of log weirs and/or rock riffles by harvesting and stockpiling existing vegetation including meadow sod and willows with attached rootwad;
- Install rock riffles in identified locations on incised channels (Upper Onion only);
- Install log weirs in identified locations on incised channels;
- Place salvaged vegetation (i.e. willows, live stakes, meadow sod) as a component of the rock riffle or log weir, as noted in Attachment 4, Sheet C13.
- Roughened Channel (i.e. Grade Control Structure): Construct roughened channel, a long sloping rock riffle (depth at least 3 feet) at the downstream end of Upper Onion Valley per specifications detailed in Attachment 4, Sheet C4. Larger equipment may be used to install the roughened channel by adhering to the routes designated (Attachment 4, Sheet C2).
- Realign and stabilize a tributary to Onion Creek where it crosses an existing road off of 8N03 (Camp Road) by building up berms with aggregate base material (Attachment 4, Sheet C5.)
- Restore temporary access routes across meadows by mulching and possibly seeding where residual sod is deemed insufficient to provide adequate coverage by the COR.
- Restore forest access routes prior to final demobilization by ripping, seeding with native species approved by the ENF Botanist and/or covered with coarse woody debris.
- OHV barrier at Tyler meadow: Construct a barrier, composed of either boulders or logs buried by sediment, at the margin of the parking area. Structure is referenced in Attachment 4, Sheet C9
- Salvage additional sod from areas identified by the COR.
- Exclusion Fence is not part of this project and it has been removed from Attachment 4, Sheet C12

Refer to 60% Design (Attachment 4) for construction detail, typicals of project features, materials requirements, staging, access, etc.

Log and fill material requirements. The project will require logs for the log weirs and streambed fill material for the constructed riffles and roughened channel. All logs will be sourced from on-site, either within the meadows or adjacent to the meadows. The log and streambed fill material requirements for log weirs are detailed in Attachment 4, Sheet C10, the 60% Design.

The streambed material for constructed riffles and roughened channel will be sourced from currently active Forest Service rock staging areas in the district or Forest Service pre-approved borrow sites. Rock transported to the site would be delivered to the designated staging areas and mixed on-site to achieve the desired gradation for either the constructed riffles or the roughened channel. **Streambed material sourced from the active Forest Service rock pit would be provided at no cost.** The contractor would incur the cost of loading and transporting the stream

bed material. Total streambed fill required for the constructed riffles and roughened channel is estimated in the 60% Design (Attachment 4, Sheet C4, C11)

Dewatering. While it is anticipated that the stream channel will be dry during construction, localized groundwater may be encountered. Dewatering will likely involve pumping ponded water to stable upland locations, and/or use of ponded water for dust control or compaction. Follow the Design Criteria in the Decision Memo for the project of Aquatic Wildlife (Attachment 2, page 7)

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

- NEPA;
- CEQA;
- USACE Section 404 nationwide permit;
- Central Valley Regional Water Quality Control Board Section 401 Water Quality Certification;
- Amador RCD will make these documents available to the selected contractor.

Expected Project Schedule.

See Table 1, page 3

G. WORK REQUIREMENTS

Work Schedule. The Work Schedule will be established between Contractor, ARCD and the Forest Service. All work must be completed no later than September 15th 2021.

Anticipated 2021 field season is July 15th -September 15th, field season is weather and field condition dependent

Permits and Environmental Compliance. The Contractor shall be responsible for complying with the requirements of and maintaining on-site copies of all project permits and compliance documents during construction.

Staging and Access. Equipment/site access will be limited to routes designated in Attachment 4. All equipment staging and stockpiling will take place in designated areas. At least 30 days prior to mobilization, the Contractor shall submit a Staging and Access plan that includes the following details:

- a. Any proposed deviations from the access route alignments and staging area configuration from what is shown in Attachment 4
- b. Fuel and chemical storage areas;
- c. Materials/equipment staging areas; and
- d. Employee parking (camping) areas.

Equipment. All off-road equipment must meet the specifications and treatment described below and in the Design Criteria of the Decision Memo.

Low impact construction equipment would be used as described in the technical specifications and it will provide limits on the size and type of equipment that can be used in the meadow. Only rubber tracked/tired low ground pressure equipment would be used for installation of the log weirs. Larger equipment may be necessary to construct the roughened channel and the location would be accessed via the temporary forest route through uplands with only a single, short traverse across the meadow at the northern end of the project site.

Contractor must provide equipment in excellent operating condition. All equipment must comply with California DMV and Air Resources Board requirements. No leaks of any size will be allowed. Contractor will be required to secure replacement equipment if any equipment is inoperable for two (2) days or longer. Failure to perform these requirements is grounds for contract termination.

All equipment will be pressure washed prior to mobilizing to the site to remove any vegetative matter, soil, or other organic matter to prevent the spread of noxious weeds. 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. The Contractor shall fuel equipment at staging areas shown on Attachment 4. When fueling must be done at a construction area, the Contractor shall design a site(s) and obtain approval in writing from the COR before using. All fueling, servicing, and repairs will be done in designated fueling areas at a minimum of 50 feet from any water surface or drainage area to prevent accidental petroleum discharge in riparian and other sensitive areas. Refer to Attachment 4 for additional details on access, staging, and stockpiling.

Water quality concerns require that all equipment be free of all operating fluid leaks. The Contractor is required to have the appropriate materials on-site to clean up any spills that may occur. Hazmat materials for quick clean-up of spills will be on-site during all construction activities and kept in each piece of equipment.

A trash pump and/or a water truck will be on site to assist with vegetation transplants and dust control, as well as to reduce the risk of wildfire. Water drafting requirements are detailed in the Design Criteria of the Decision Memo (Attachment 2, page 8).

Personnel. No change in personnel will occur without written agreement between the Contractor and ARCD. ARCD reserves the right to have a Contractor replace a non-performing operator and be subject to periodic audits. **Contractor shall abide by applicable Federal and State laws concerning the payment of prevailing wages (Labor Code Section 1720 et seq., including Sections 1771.5, 1720.4 and 1813; Public Resources Code Section 75075).** The terms of this provision shall apply to any subcontracted labor used in the execution of this agreement.

Contractor is required to comply with all of the terms and conditions (including Federal and State General Prevailing Wage requirements) prescribed for contractors performing public works projects.

The latest General Prevailing Wage determinations for crafts associated with public works projects shall apply. In all instances where Federal and State Prevailing Wages for a given craft differ, the higher Prevailing Wage shall be paid. It shall be mandatory upon the Contractor and all subcontractors to pay not less than the said specified rates to all workers employed by them in the performance of this contract.

Federal Prevailing Wage Rates are available at: <https://beta.sam.gov/search?index=wd>;

California State Prevailing Wages are available at:
<https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

It shall also be mandatory upon the Contractor and all subcontractors to comply with all other California Labor Code or Federal requirements, which include, but are not limited to, required reporting, payment of fringe benefits, the employment of apprentices, hours of labor, jobsite posting requirements, retention of payroll records and debarment of contractors and subcontractors, to the extent applicable. Copies of Certified Payroll reports for all Prevailing Wage payroll paid by the Contractor and any subcontractors shall be provided in a timely manner to ARCD. Final payment may be withheld pending receipt of all Certified Payroll reports.

Contractor and all staff must comply with requirements outlined in the Risk Assessment (Attachment 6).

Materials. All materials to be used in the project must meet the specifications stated in the specifications included in Attachments 2 (pages 6-10), Attachment 3 (pages 52-55) and Attachment 4 (C4, C5, C9-C12, and C14). The COR will approve all Contractor provided materials prior to installation.

H. PRE-BID MEETING AND SUBMISSION

A **mandatory** pre-bid site visit will be held **October 26th 2020**. Pre-registration for the pre-bid site visit is required, by October 23rd 2020 5pm. E-mail Amanda Watson at amanda@amadorrcd.org for registration. Attendance at the pre-bid site visit is a prerequisite for submitting a bid, unless contractor attended June 2020 site visit.

Due to concerns regarding COVID-19 and social distancing requirements, all contractors attending the pre-bid site visit will be required to comply with Forest Service mandated safety requirements. These requirements could include but are not limited to: 6-foot social distancing, one person per vehicle, and wearing face and nose coverings. The requirements will be sent to all contractors that RSVP closer to the date of the pre-bid site walk.

Bid must be received by 5:00 P.M. on December 18th, 2020. Bids must be submitted electronically in .pdf format, all materials must be contained in a single file. Send bids to:
amanda@amadorrcd.org.

I. REQUESTS FOR ADDITIONAL INFORMATION

All requests for additional information or clarifications after the pre-bid meeting shall be submitted via e-mail to Amanda Watson at amanda@amadorrcd.org by **5 PM November 13th**, 2020. Responses will be sent via e-mail to all potential contractors that participated in the pre-bid meeting and posted at www.AmadorRCD.org/employment

J. BID FORMAT

Please use the **bolded** headings below as headings in the RFB and organize the RFB as seen below. Below is a detailed description of each section of the RFB, also below is a checklist of what should be included in the RFB.

The bid should be no longer than 40 pages in total length including all the below elements. Concise language is appreciated.

Costs incurred for developing this RFB and in anticipation of award of the agreement are entirely the responsibility of the Contractor and shall not be charged to ARCD. All submittals become the property of ARCD upon receipt and will not be returned to the Contractor.

1.) Detailed Work Plan

- **Scope:** Define specifically the scope of services to be provided to accomplish the above described project. Please include specific tasks and deliverables and timeline for completing them. The Contractor may elect to suggest modifications to the scope above or include optional tasks to be considered or negotiated.
- **Detailed work approach:** Discuss in detail each of the activities you will conduct to achieve the scope identified above. List personnel that will be available to work on the project. Specify equipment that will be used. Please specifically address work components outlined in the Description of Work, Section F above and elaborate as needed. Modifications to the components listed in the work statement can be included.

2.) Project Cost

- **Bid Sheet (attachment 7): Contractor should provide unit costs for installed features and total costs for each project component, as follows:**
 - High Onion Meadow: Log Weir unit costs and Total for meadow
 - Upper Onion Meadow: Log Weir unit costs, Rock Riffle unit costs, Roughened Channel unit cost, Total for meadow
 - Tyler: Log Weir unit cost, Rock Barriers unit costs, Total for meadow
 - 8N03 and 8N03F: Rolling Dip with lead off ditch unit cost, berms on stream channel on Camp Road unit cost, unit cost to Remove one culvert, unit cost to outslope swtichbacks and Total for each Road
- Task budget and total cost, detailing staff rates, hours allocated, and expenses.
- Please also provide a Schedule of Rates for the principal firm (or firms if there is a joint venture) if not addressed in the budget. The schedule of rates shall consist of a list of Project staff by title with hourly billing rates, and also indicate: (a) whether support services are

billed as direct costs or are included in overhead; and (b) if handling charges or profit are added to other direct costs (e.g., subcontractor’s costs, reimbursables).

- Contractor should list any anticipated in-kind services it will offer and estimated value.

3.) **Qualifications and References**

- List current and previous experience in constructing restoration projects in wetlands/wet meadows and/or projects that involve erosion control or environmental mitigation associated with reducing sediment transfer and/or water quality protection
- List previous work with the USFS is preferred.
- Include a duty statement and resume of each key person to be assigned to the project, by name and title, with experience in pertinent fields. Include a breakdown of personnel assigned to each subtask and estimated hours. Include information on current certification of staff assigned to the project.
- If subcontractors may be used, include a description of those persons or firms listing qualifications.
- Provide a minimum of three references for similar projects, with name and phone number.

Bid Checklist:

- Scope of work: Outline the proposed technical approach to project activities including work sequencing and equipment.
- Project Approach: The approach should include discussion of all major project components.
- Exact specifications of equipment to be used
- Proposed project schedule.
- Completed Bid Sheet (Attachment 7)
- Task budget, installed feature budget, and total cost estimate, detailing staff rates, hours allocated, and expenses.
- Rate sheet
- List of in-kind services.
- List of relevant project experience, contact information for references
- List of current previous experience of restoration projects.
- Duty statements and resumes of key personnel
- Experience of project manager, superintendent, foreman, and operators assigned to project
- List of current certifications of staff assigned to project (e.g. Class A Contractor’s license)
- Description of subcontractors to be used, if applicable.
- At least three references

K. BID EVALUATION

In the Bid Package, the Contractor shall document the following qualifying experience:

Bid Completeness. All sections of this bid package are important and must be addressed. Bids must be submitted for the entirety of the work as described in this RFB and its attachments.

Bid Evaluation. The bid will be awarded to the lowest responsible bidder who submits a responsive bid. A responsible bidder must be registered with the Department of Industrial Relations (pursuant to Labor Code section 1725.5), possess a valid construction license, and not have been barred from prior government projects due to misconduct. Contractor must have all the skills, experience, and equipment necessary to complete all the work outlined in this request. Bids will be evaluated on the basis of cost, project experience, past performance, qualifications of proposed equipment operators, integrity and capability of bidders, and probable level of service and convenience to ARCD. The ARCD may request additional information to ensure that the bids are responsive.

Evaluation criteria listed below will be considered in contractor selection. If in the sole opinion of the ARCD, the Contractor does not meet the required qualifications the bid will be non-responsive.

ARCD reserves the right to retain all bids for a period of 60 days for examination and comparison, and to delete any portion of work from the contract. ARCD reserves the right to reject any and all bids.

In the Bid Package, the Contractor shall document the following qualification experience:

- Contractor shall have successfully completed at least 3 projects in wetlands/wet meadows **and/or** projects that involve erosion control and/or environmental mitigation associated with reducing sediment transfer and/or water quality protection.
- Contractor's superintendent or foreman assigned to this project shall have at least three years of experience supervising construction and maintenance projects.
- Demonstrate an understand of working in a wildland setting.
- Demonstrate experience implementing projects employing restoration techniques that can be applied in a wildland setting (i.e. hand labor).
- Demonstrate experience implementing projects within budget that were subject to field fit and design modifications during implementation.
- State of California Class A General Engineering Contractor's license, all licenses must be in good standing.
- Contractor shall have the necessary equipment, in good condition, to complete the project.
- Contractor shall have demonstrable experience implementing projects within budget that were subject to field fit and design modifications during implementation.

Amendments. Once a contract has been executed, no changes to the agreed upon scope of work shall occur without written agreement between the Contractor and ARCD.

L. PAYMENT TERMS

Funding sources for this project allow invoices to be submitted once every 90 days (March 25, June 25, September 25, and December 15) for work completed. It is expected that payment can be made within 45 days of invoice(s) submittal; however, payment will only be made to the

Contractor once ARCD has received payment from the project funders. All efforts will be made by ARCD to expedite payment; however, no interest will be paid on overdue payments.

M. CONTRACT REQUIREMENTS

ADMINISTRATIVE PROCESS AND COMPLIANCE REQUIREMENTS

AGREEMENT FOR SERVICES

1. The selected Contractor shall be notified in writing, via email, that it was the successful applicant.
2. If a satisfactory contractual agreement on services and compensation cannot be reached between ARCD and the selected Contractor, ARCD reserves the right to terminate agreement development with the selected Contractor and attempt to reach a satisfactory contractual agreement with the remaining qualified Contractors in order of selection.
3. The selected Contractor shall be required to execute an agreement, which shall include the terms and conditions of this RFB. ARCD reserves the right to modify or update the agreement in the interest of ARCD 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 Contractor.

AGREEMENT COMPLIANCE REQUIREMENTS

The selected Contractor shall be provided with a draft agreement (Agreement) following selection; however, Contractor should be aware of the following Agreement provisions required by ARCD, its funding sources, and/or the Project Management Team in developing its bid. These provisions are not exhaustive.

1. **Insurance.** Contractor shall obtain and maintain for the Term of this Agreement, usual and customary policies of insurance, including Workers' Compensation insurance in the maximum amounts required by law; Professional Errors and Omissions insurance; Automobile Liability with bodily injury limits of at least \$1,000,000.00 per accident; and Commercial General Liability (CGL) insurance in the amount of \$2,000,000 with reputable insurers with an AM Best Co. rating no lower than A-. Contractor shall provide a Waiver of Subrogation endorsement on the CGL and Workers Compensation policies.

Contractor must provide insurance certificates covering \$2 Million per Each Occurrence showing the Amador Resource Conservation District, and the United States Forest Service, as well as their principals, directors, employees, mortgagees, agents, representatives, successors, and assigns as special endorsements to be added to the insurance policy.

Contractor shall include ARCD, the State of California, its officers, agents, employees, and servants, the National Fish and Wildlife Foundation as additional insureds on a primary and noncontributing basis on its policies, and provide ARCD with Certificates of Insurance. Delivery of these Certificates to ARCD shall be a condition precedent to the first payment to Contractor. 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 ARCD. Contractor shall be responsible for all premiums or assessments on the policy.

2. **Bonding.** Contractor must furnish a performance bond in favor of ARCD in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value for any contract over \$25,000 (Civ. Code, § 3247 et seq.; Pub. Contract Code, § 7103).
3. **Indemnification.** ARCD and Contractor agree they shall attempt to settle any dispute arising out of this contract, to include allegations of professional negligence, through communication and negotiation in the spirit of mutual friendship and cooperation. If the dispute cannot be resolved in this manner, Contractor, at its expense, shall indemnify, hold harmless, and when requested by ARCD to do so, defend ARCD, its officers, agents, and employees from any and all claims, demands or charges and from any loss or liability, including attorney’s fees and expenses of litigation, resulting from negligence or carelessness on the part of the Contractor, its employees, or agents in the execution of the work or delivery of materials and supplies, by or on account of any act or omission of the Contractor, its employees or agents, including damage or destruction of any property or properties arising from, caused by or connected with the performance of work by Contractor, its agents, subcontractors and employees, and any failure to fulfill the terms of any laws or regulations which apply to the contract.
4. **Prevailing Wage. California and Federal prevailing wage, whichever is higher, are required. Additional requirements are explained in the Personnel section of this document. Where applicable, rates for Amador County will apply.** No contractor or subcontractor may be listed on a bid for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
5. **Qualifications.** Contractor must possess a valid California Class A General Engineering Contractor’s license. See list of full qualifications in Section K.
6. ARCD cannot contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension”; or any individual or organization on USEPA’s List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code, §4477) Subcontractors are also subject to this provision.
7. **Acknowledgement of Credit.** Contractor, as required, shall work with ARCD to provide acknowledgement for this Project, including signage, including acknowledgement that the Project received funds through NFWF, and the source of its grant funding – the US Forest Service, when using any data or information developed under this Agreement (e.g., in posters, reports, publications, signs, presentations, websites, etc.). Contractor shall obtain ARCD’s approval of the attribution before producing any publication or other material.
8. **Audit.** Contractor agrees that ARCD, NFWF, Inspectors General, the Controller General of the United States, the Department of General Services, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation

pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later, 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 maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the goals of this Project. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896). If applicable, Contractor must retain detailed time records for contributed services and original receipts and appraisal of real property and comparable rentals for other contributed property at its place of business in the event of an audit.

9. Business and Professions Code. Contractor and its subcontractor(s) (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).
10. Non-Discrimination Clause. During the performance of this agreement, Contractor and its employee(s) shall not unlawfully discriminate, harass, or allow harassment against any other 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 employee(s) and applicant(s) 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. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts or employment contracts to perform work under this Agreement.
11. 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 ARCD and the funding entities supporting this project: NFWF 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, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, ARCD, NFWF, 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.

12. Confidentiality of Data. As applicable, the Contractor shall prevent from disclosure all information made available by NFWF and ARCD. The Contractor shall not be required to keep confidential any data or information which is publicly available, independently developed by the Contractor, or lawfully obtained from third parties. Written consent of NFWF and ARCD must be obtained prior to disclosing information under this Agreement.
13. 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 funding. Contractor shall coordinate with ARCD in fulfilling this requirement.
14. Termination for Lack of Funding. Should the primary source of funding for this Project be reduced, deleted or delayed by the federal or state budget process or other budget control actions, and the work under this agreement is canceled or suspended, ARCD shall provide written notice to Contractor and be liable for any work completed up to the date of receipt of the written notice and shall have no liability for payment for work undertaken after such date.
15. Travel and per diem (if applicable). Contractor agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from ARCD.
16. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
17. 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).
18. Debarment and Suspension (Executive Orders 12549 and 12689). Contractor and its subcontractors shall not be listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractor certifies to ARCD 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 ARCD of any disclosure.
20. 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.
21. 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.
22. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions. No payments have been or will be made or received by the Contractor in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §ded-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the Contractor performs under this Agreement.

The Contractor shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by pursuant to this Agreement to be transferred to any individual, corporation or other entity that the Contractor knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac, or (2) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp.

The Contractor shall ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

23. Mandatory Disclosures. Contractor must disclose, in a timely manner, in writing to ARCD all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal funds.
24. Prohibition on Making Contracts with Members of Congress. Contractor may not contract with members of Congress for work done under or in association with this Agreement.
25. Failure to Complete the Work in the Time Agreed Upon: Liquidated Damages. It is agreed by the parties to the Contract that time is of the essence; and that in case all the work is not completed before or upon the expiration of the time limit as set in the Bid, Contract and/or Progress Schedule as designated by the ARCD, or as revised by any time extensions that may have been granted, damage will be sustained by the ARCD; and that it may be impracticable to determine the actual amount of damage by reason of such delay; and it is, therefore, agreed that the Contractor shall pay to the ARCD as damages the amount of \$500 per day for each and every day's delay in finishing the work. The parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Contract was made. The ARCD shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor. This does not include delays resulting from ARCD or USFS for fire danger, weather, endangered species or other resource issues, or permitting restrictions. Contractors will not be held responsible for delays of this nature. Notwithstanding the above, the parties expressly agree that the liquidated damages specified above do not include the ARCD's legal, engineering, inspection, superintendence and other similar expenses. Accordingly, the ARCD shall have the right to cost to the ARCD of legal, engineering, inspection, superintendence, loss of revenue, interruptions, and other expenses, which are directly chargeable to the Contract and which accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

N. ATTACHMENTS

[Attachment 1: Maps of Three Meadows](#)

[Attachment 2: Decision Memo Three Meadows Restoration Project \(Decision Memo\),](#)

[Attachment 3: Excerpt from CEQA Initial Study for the Three Meadows Project - Design Criteria and Mitigation Measures \(Initial Study\),](#)

[Attachment 4: 60% Design Submittal \(60% Design\).](#)

[Attachment 5: Road Work](#)

[Attachment 6: Risk Assessment](#)

[Attachment 7: Bid Sheet](#)