



REQUEST FOR PROPOSALS

Deer Meadow Restoration Project

Pre-bid Meeting:

June 26th, 2018, 10AM at the PG&E Discovery Trail Parking Area, Tahoe National Forest

Bids Due: July 2nd, 2018 at 5:00pm.

Submission: via email to Betsy Harbert: betsy@yubariver.org

Lead:

South Yuba River Citizens League
313 Railroad Ave. #101
Nevada City, CA 95959
www.yubariver.org

Contact:

Betsy Harbert
530-265-5961 x224

Owners:

Tahoe National Forest

Correspondence: Please email Betsy Harbert (betsy@yubariver.org) with "Add to List of Potential Bidders" in the subject line to join the List of Potential Bidders and receive further correspondence.

TOUR/BID DATES

A mandatory pre-bid tour of the project site is scheduled for June 26th, 2018. Participants will meet at 10:00 AM at PG&E Discovery Trail Parking Lot: From Nevada City, travel approximately 20 miles east on Highway 20 to the Bowman Road turnoff. Turn left and travel approximately one-half mile (north) up this road. The parking lot is on the left. From here, we will drive together approximately 30 minutes to Deer Meadow over paved and a section of dirt road

that will require a car with high clearance. Participants on the pre-bid tour should provide their own transportation and expect the tour to last until about 2:00 PM. Attendance at the pre-bid tour is a prerequisite for submitting a bid. Representatives from South Yuba River Citizens League (SYRCL) and the National Forest will be present to answer questions.

Bids must be received by 5:00 P.M. on July 2nd, 2018 at 5:00pm by email to betsy@yubariver.org

CONTRACT TIMELINE

1. Bids Due: July 2nd, 2018
2. Notice of Award issued within one week of Bid Opening
3. Contract signing due within 7 days of Notice of Award
4. Preconstruction conference due within 7 days of contract signing
5. Notice to Proceed due within 7 days of contract signing
6. Schedule of construction due within 7 days of Notice to Proceed
7. Contractor must give 72 hours written notice before work will commence
8. Work must be completed by September 14th, 2018

PUBLIC WORKS PROJECT

This is a public works project funded in part by the State of California. Pursuant to Sections 1770 and 1773 of the Labor Code of the State of California, prevailing wage rates are applicable to the work to be done. Copies of the prevailing rate of per diem wages are available at the California Department of Industrial Relations web site www.dir.ca.gov/DLSR/PWD/.

Contractor shall not pay less than the prevailing rate of wages. In addition, contractors are required to be registered with the California Department of Industrial Relations (DIR). **Note that registration with DIR is a new requirement.** Registration information is available at: <http://www.dir.ca.gov/PublicWorks/Contractors.html>

TIME AND MATERIALS

This will be a time and materials contract. Where specific unit quantities are given, they are approximate only, being given as a basis for the comparison of bids, and SYRCL does not, expressly or by implication, warrant that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by SYRCL. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item

SYRCL encourages all qualified small and minority firms to apply.

A. PROJECT DESCRIPTION

The Deer Meadow Restoration Project will improve the condition of Deer Meadow by filling and stabilizing incised stream channels and ditches, reducing erosion and compaction, and improving drainage patterns on roads and skid trails, and placing organic cover on disturbed ground within and adjacent to the meadow. Portions of the

meadow were ditched and numerous roads and skid trails were constructed in the past that has led to erosion and a dewatering of the meadow. Channel incision now concentrates flow that naturally would spread across the meadow surface and infiltrate into the soil. The restoration of this site will reduce active erosion, improve the quality of surface runoff by improving surface filtration, restore floodplain functions, increase flood attenuation potential, increase ground water storage, and will improve and increase the riparian habitat in the area.

The project is being conducted under the aegis of SYRCL, on public lands administered by the Tahoe National Forest. Work will be done under the supervision of Tahoe National Forest Project Supervisors Luke Rutten and Carol Purchase. Betsy Harbert, River Science Project Manager, SYRCL will manage contracting and invoices.

All work must be completed before September 14th, 2018.

B. WORK TASKS

1. Develop access from borrow/staging areas to channel worksites.
 - a. Access to work sites will be on mutually agreed upon, preapproved marked routes. Equipment/site access will be limited to routes designated by the Project Supervisor to protect resources. Access to the project area is over paved roads and some dirt roads. Access routes within the project will be established over natural terrain. Clearing of vegetation from these routes may be necessary. All equipment staging and stockpiling will take place in designated areas.
2. Road and Trail treatments.
 - a. FS road 18-20. Install drainage features (waterbars and rolling dips), remove culverts, and outslope where specified. Remove culverts from FS property.
 - b. Skid Trails. Install drainage, outslope, decompact to a depth of 24 inches, and place cover where specified.
 - c. Install earth and debris closure on FS road 18-20 where specified.
3. Salvage and stockpile sod and shrub vegetation on edge of channel.
 - a. Prior to filling the gully, sod and topsoil will be salvaged and stockpiled at designated location, usually on bank adjacent to treatment area, to be reused on the top of the fill material. Any stockpiled sod must be kept wet to increase viability when it is transplanted.
4. Obtain fill material from borrow sites.
 - a. Remove and salvage vegetation as needed to access borrow sites.
 - b. Stockpile slash on site for use during rehab.
 - c. Remove and stockpile topsoil from borrow site, pile around edge of borrow site.
 - d. Grade borrow site as needed to obtain needed material.
 - e. Rehabilitate site by grading site to 2:1 slope or less and replacing topsoil.
 - f. Mulch disturbed ground with certified weed free mulch or wood chips as needed. Scatter slash on site.
 - g. Block access route as needed with root wads/logs.
5. Fill incised channel sections.

- a. Transport fill material from borrow sites to channel treatment locations via access route established in task 1.
 - b. Place fill in channel as directed by project supervisor.
 - c. Place salvaged sod/shrub vegetation on bare soil as directed in the field.
 - d. Seed and mulch (or install erosion control fabric) on all bare soil.
 - e. Construct grade control structures in gully using onsite cobble/rock.
 - f. Rehabilitate access routes by grading, decompacting soil, and seeding and mulching as directed.
 - g. Block access routes as directed with root wads, logs or rock.
6. Place mulch on disturbed ground.
- a. Transport mulch to project site via access routes established in task 1.
 - b. Spread mulch over treatment area at rate specified by project supervisor.

C. EQUIPMENT

This section includes a list of suggested equipment that could be used to implement the work tasks listed in section B. This type of equipment has been used for similar type projects in recent years. The Contractor may make suggestions for changes in equipment in the bid if the contractor believes the job could be done more effectively with different equipment after attending the pre-bid tour. If a change is proposed, please explain the rationale.

The Contractor may be asked to provide labor and/or equipment to assist in installing erosion control material to be supplied by Forest Service.

Pursuant to USFS Guidelines for the prevention of Noxious Weed introduction, all equipment will be high-pressure washed prior to arriving at project site.

Dozer: Primary responsibility is to treat roads and skid trails, by installing drainage and decompacting soil. **Estimated 60 hours.**

Excavator: Primary responsibility is to excavate and place fill, remove vegetation from channel fill areas, transplant vegetation and treat roads and skid trails. Remove trees and grub rootwads. Material shuttling will be necessary. **Estimated 80 hours.**

Tracked Loader: Primary responsibility is to shuttle and place stockpiled native materials and vegetation transplants throughout the project area, transport felled trees and move slash and mulch. An undetermined amount of excavation and backfilling may be necessary. **Estimated 80 hours.**

Water Truck: Primary responsibility will be for vegetation watering, fill compaction, and dust abatement. **Estimated 40 hours.**

Truck and trailer: Primary responsibility will be transporting mulch to the project site. **Estimated 40 hours.**

Hand labor: Primary responsibility may include felling trees and brush, installing erosion control material, constructing grade control structures, irrigating planted vegetation and seed, and spreading mulch. **Estimated 160 hours.**

D. WORK REQUIREMENTS

The work schedule will be established between Contractor and SYRCL – either 10 hrs/day, 4 days/week or 8 hrs/day, 5 days/week. In either case, the work schedule will comply with any constraints imposed by the land-owning agencies and work is expected to continue on the chosen schedule until the project is completed. No overtime charges can be accommodated. SYRCL and the US Forest Service reserve the right to have Contractor replace a non-performing operator.

Equipment/site access will be limited to routes designated and as approved by the U.S. Forest Service project supervisor. Access to the project area is over paved roads, some dirt roads, and some upland areas. Only low ground pressure equipment (e.g., wide-tracked excavators and skidsteers) will be allowed on the access routes identified in designs. Restoration of routes, if deemed necessary by the U.S. Forest Service project supervisor will include measures such as ripping and mulching to eliminate compaction impacts, and revegetation with native species.

Contractor must provide equipment in excellent operating condition. No leaks of any size will be allowed. Contractor will be required to secure replacement equipment if any equipment is inoperable for two (2) days or longer. Failure to perform these requirements is grounds for contract termination. Contractor will be required to provide all fuel, servicing and repairs to maintain equipment in operating condition. All fueling, servicing and repairs will be done in designated fueling areas to prevent accidental petroleum discharge in riparian and other sensitive areas. The Contractor will be required to follow an emergency spill plan, and is expected to have the appropriate materials on-site to clean up any spills that may occur.

Contractor will be expected to adhere to best management practices provided by the U.S. Forest Service Project Manager.

Contractor will adhere to all stipulations as required by 401, 404, and LSA permits, in addition to CEQA CAT-EX requirements.

Contractor must follow the Fire Plan For Construction and Service Contracts which is a standard in contracts administered by the Forest Service (available upon request).

Contractor may be allowed to camp nearby upon agreement with the Tahoe National Forest.

E. BID EVALUATION

Bids will be evaluated on the basis of cost, previous project experience, scope of work that outlines implementation plan, and references of bidders. Scope of work and past

project experience will be weighted heavily in contractor selection. In the bid proposal, the Contractor shall document qualifying experience for a minimum of three (3) projects, all completed within the last ten (10) years, representing the above type of work with project descriptions and contact information.

F. BID FORMAT

Bids should include the following:

- Complete bid form
- Brief scope of work that outlines implementation plan
- Project schedule
- Rate sheet.
- List of relevant project experience, with photographs and contact information for references
- Exact specifications of equipment to be used
- List of subcontractors

G. QUESTIONS AND CORRESPONDENCE

Please email Betsy Harbert (betsy@yubariver.org) with "Add to List of Potential Bidders" in the subject line to join the List of Potential Bidders and receive further correspondence. Email questions to betsy@yubariver.org by June 29th, 2018 regarding questions pertaining to this RFP. Questions received after June 29th, 2018 may not be answered. Answers to all questions and any addenda will be posted via email to the List of Potential Bidders.

H. PAYMENT

The Contractor is paid for hours of operation of equipment.

This contract is for construction work funded by private, state (California) and federal entities. Contractors are required to follow State of California prevailing wage rates available at: <http://www.dir.ca.gov/OPRL/pwd/Northern.html>. **In addition, contractors are required to be registered with the California Department of Industrial Relations. Note that registration is a new requirement:** <http://www.dir.ca.gov/PublicWorks/Contractors.html>

I. CONTRACT REQUIREMENTS

1) Prevailing Wage

Prevailing wage rates are available at the California Department of Industrial Relations web site <http://www.dir.ca.gov/OPRL/pwd/Northern.html>

2) 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; and Pollution Liability insurance in the amount of \$2,000,000 or greater; 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- and payable on a per occurrence basis. Contractor warrants that it will comply with the provisions of the California Labor Code, requiring employers to be insured for worker's compensation liability or to undertake a program of self insurance. Contractor shall also maintain Commercial Excess Liability or Umbrella coverage with a limit of \$5,000,000 or greater. Contractor shall include South Yuba River Citizens League and the State of California as an additional insured on a primary and noncontributing basis on its policies, and provide SYRCL with Certificates of Insurance.

Delivery of this Certificate to SYRCL 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 SYRCL.

3) Subcontractors

Contractor shall provide the name, address and estimated contract amount for each subcontractor to whom contracts portions of the work in excess of \$10,000. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work.

If the Contractor uses funds from this award, federal funds, to make sub-grants to other entities, all conditions of this Agreement applicable to federal funds shall be transferred in writing to the subcontractor(s). Contractor must inform all subcontractors that funds provided consist of federal funds, and must provide SYRCL with documentation that all requirements applicable to federal funds have been passed on to subcontractors. Contractor shall endeavor to use local contractors and suppliers as well as small and minority firms. Subcontractors shall not be listed on the federal government's General Services Administration's Lists of Parties Excluded from Federal procurement or Non-Procurement Programs in accordance with Executive Orders 12549 and 12689. All subcontractors must carry insurance appropriate to the work.

4) Draft Contract

Please refer to Draft Contract (Attachment 2) for additional applicable provisions.

**SOUTH YUBA RIVER CITIZENS LEAGUE
LONEY MEADOW RESTORATION PROJECT**

BID FORM

Proposed Equipment	Billing Rate (per hour)	Estimated Time	Subtotal
Mobilization and Demobilization	Lump Sum	--	
Dozer (make and model)			
Excavator (make and model)			
Tracked Loader (make and model)			
Water Truck (make and model)			
Truck and Trailer (make and model)			
Hand Labor			
Use space below if other equipment is proposed	--	--	--
Total	--	--	

Total profit amount: _____ BIDDER
 has received the following Addenda receipt of which is hereby acknowledged; All
 addenda received have been considered in preparation of this bid.

Addendum number	Bidders Signature	Date Acknowledged

Subcontractor name	Address	Purpose

Classification of Contractor's License _____.

Contractor's License No. _____.

SUBMITTED on _____, 20_____

By _____

(Firm Name)

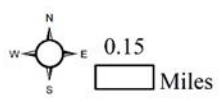
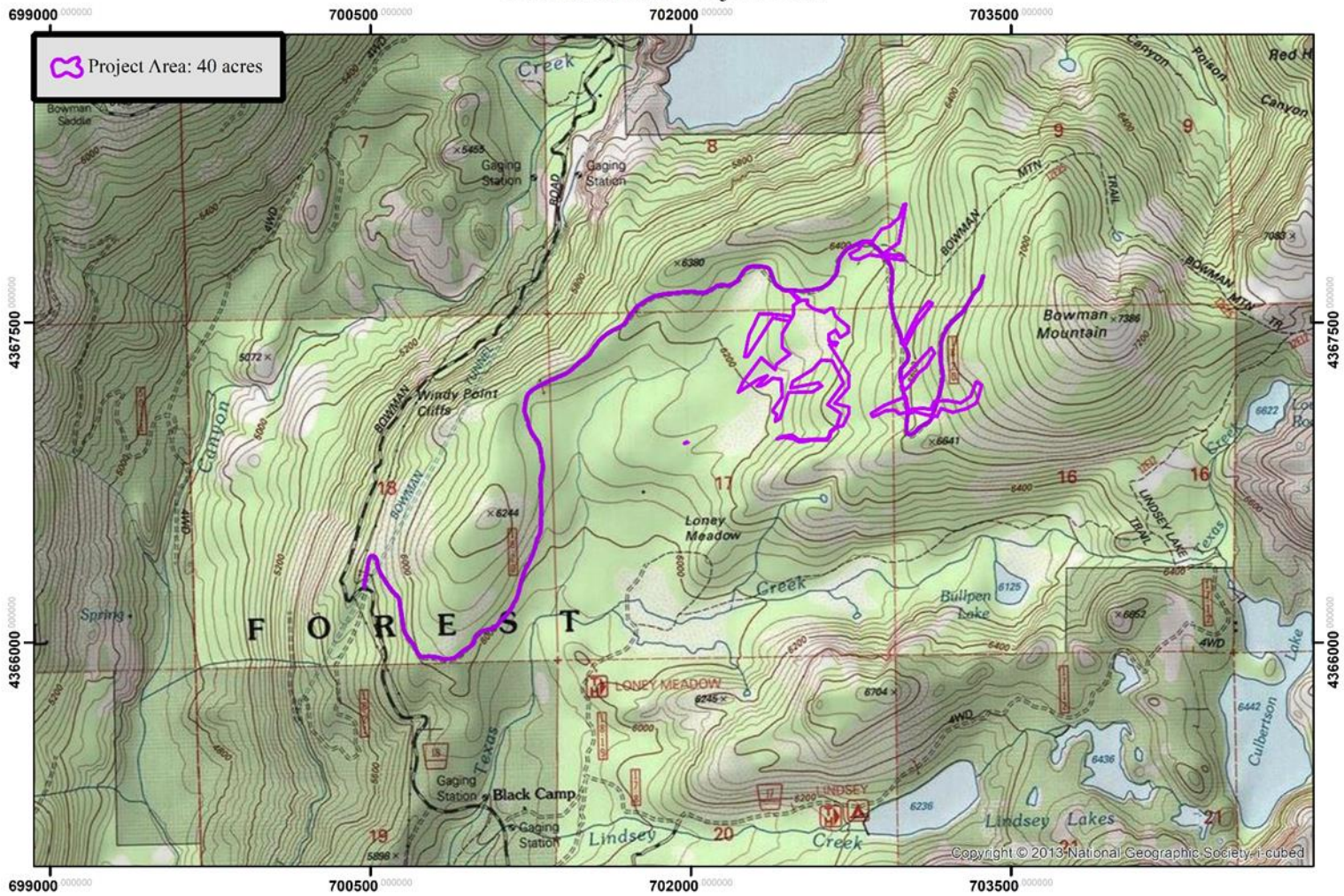
 (Name of Person Authorized to Sign)

 (Signature)

Business Address: _____

Phone No.: _____

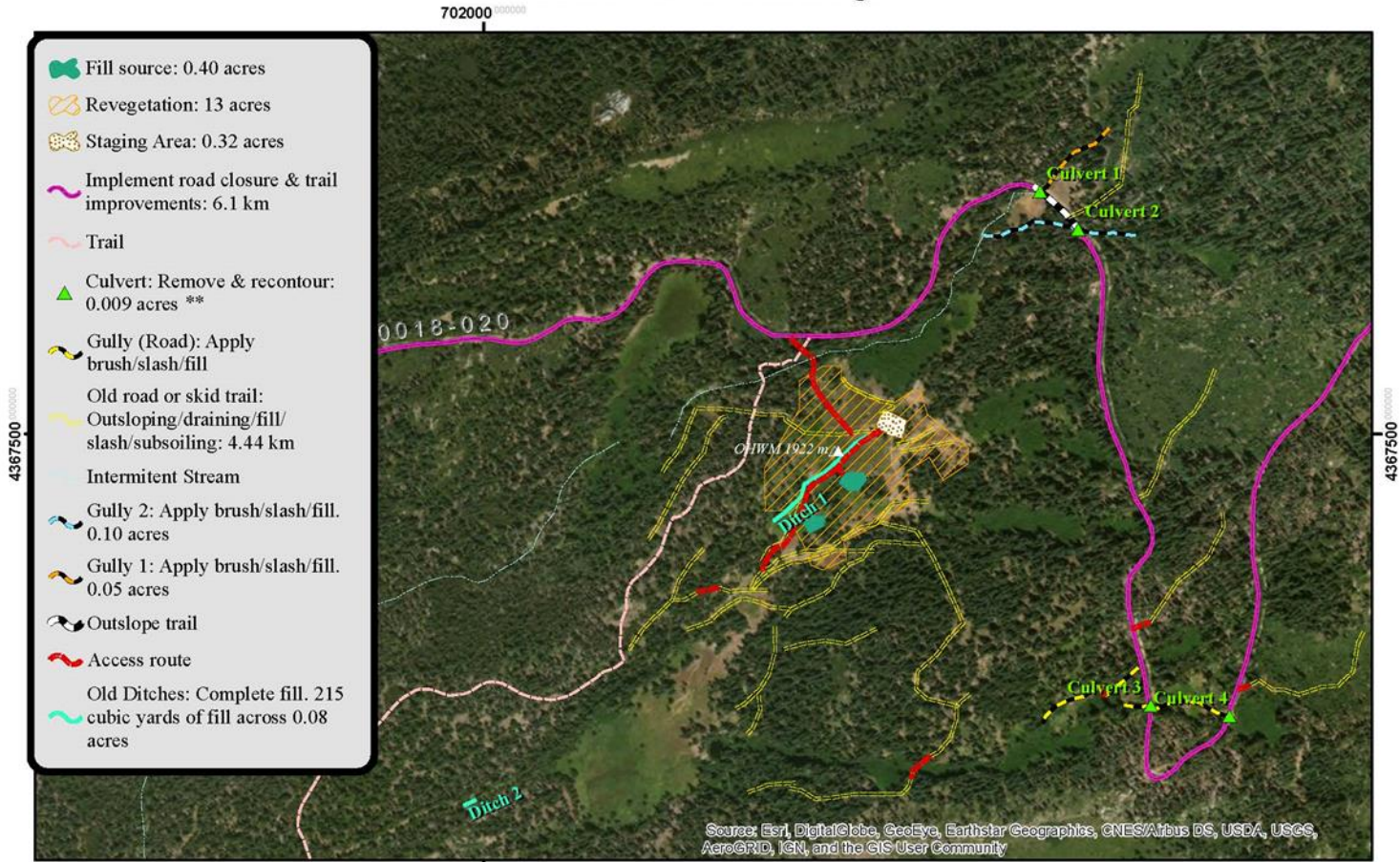
Deer Meadow: Project Area



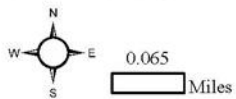
Graniteville Quadrangle, California
7.5 Minute Series, T18N R11E
Spatial Reference: NAD 1983 UTM Zone 10
Date Map Created 3 March 2018
South Yuba River Citizens League



Deer Meadow: Restoration Design



**Culverts 1 & 2: 22.2 cubic yards across 0.0023 acres for each culvert.



Deer Meadow Restoration Project
 Spatial Reference: NAD 1983 UTM Zone 10
 Date Map Created 3 March 2018
 South Yuba River Citizens League

ATTACHMENT 2: Example Contract

**South Yuba River Citizens League
CONTRACTOR AGREEMENT**

NAME

This Contractor Agreement is executed on date signed below and between The South Yuba River Citizens League (herein “SYRCL”) and the NAME (herein “Contractor”), and is based upon the following facts:

- A. SYRCL is a California Non-profit Benefit Corporation, duly authorized by the State of California, whose mission is to protect and restore the Yuba River in California and its environs.
- B. In furtherance of this mission SYRCL has an interest in XXXXXYYY in tributaries of the Yuba River
- C. This Agreement between SYRCL and Contractor is for the purpose of engaging the Contractor for technical and scientific services for which the contractor has expertise.

In light of the foregoing, the recital of which is incorporated in the agreement of the parties set forth below as though fully set forth therein, and of the mutual conditions, covenants and promises set forth below, the parties agree as follows:

1. Engagement. SYRCL engages Contractor and Contractor accepts engagement by SYRCL to perform those services (“Services”) described in Attachment A, Scope of Work and Attachment B. Contractor agrees to undertake, perform and complete services in a thoroughly, good and professional manner. Contractor will furnish all labor, materials, equipment, tools, and incidentals as necessary to complete the project and must comply with all permits, including erosion control measures as specified on the 100% Design Plans, Technical Specifications, and Stormwater Pollution Prevention Plan (SWPPP).

2. Compensation. Compensation for all services, materials and expenses provided by contractor shall be based on a set contract amount of \$x unless and until altered by subsequent amendments or agreements. Contractor shall receive payment within thirty days of invoicing time and materials, and following the execution of this agreement.

3. Term. The term of this agreement shall commence on execution of this contract and shall continue through end date or until completion by Contractor of the Services described in Attachment A, or until terminated as set forth below, or by subsequent amendment or agreement.

4. Time Is of the Essence. The parties acknowledge and agree that time is of the essence.

5. Relationship of Parties. SYRCL and Contractor intend and agree that Contractor, in performing Services, shall be and shall act as an independent contractor, and shall have full and complete control of Contractor’s work and the manner in which it is performed. Contractor shall be and is free to contract or perform similar duties for others during the term of this agreement, so long as such does not interfere with Contractor’s performance of the Services in the manner and at the times specified on the attached Attachment A, Scope of Work. Contractor is not and shall not be deemed an agent or employee of SYRCL. Contractor may, at Contractor’s expense, use employees or other subcontractors to perform the services. Contractor shall be responsible for the professional performance of the services contracted for hereunder; however, this contract shall be supervised by SYRCL as to quality, timeliness and conformance to the Attachment A, Scope of Work. Under no circumstances shall Contractor look to SYRCL as Contractor’s employer or as a partner, agent or principal. Contractor shall not be entitled to any benefits accorded to SYRCL employees including, without

limitation, health benefits, workers compensation coverage, disability insurance, vacation or sick pay. Contractor is responsible for payment of all State, Federal, or Local taxes, including income tax, withholding tax, social security tax, or pension contributions, on the funds distributed by SYRCL. SYRCL is not responsible for payment of taxes or penalties applicable to nonpayment or underpayment of taxes.

6. Contractor's Representation and Indemnities. Contractor represents that Contractor has the qualifications and ability to perform the services in a thorough, good and professional manner, without the advice, control or supervision of SYRCL. Contractor hereby indemnifies SYRCL for any claims, losses, costs, fees, including attorney's fees reasonably incurred by SYRCL in enforcing this agreement, liabilities, damages or injuries suffered by SYRCL arising out of Contractor's breach of this agreement. The parties agree that the scope of this contract and the services herein to be performed will not cause contractor to incur vicarious liability or responsibility for the acts of third parties, construction contractors supervised or any other acts otherwise incurring such vicarious liability.

7. Rights in Data. Data obtained by the Contractor from SYRCL or during the performance of this contract shall not be shared or distributed to any third parties for any purpose other than the fulfillment of this contract. All data delivered to contractor by SYRCL shall remain the intellectual property of SYRCL. Prior of delivery of any such data to subcontractors, contractor shall assure that such delivery does not jeopardize SYRCL's ownership rights in such data.

8. Termination. This contract may be terminated by SYRCL upon 14 days' written notice to Contractor. Otherwise, termination is by mutual agreement with 30 days' written notice or immediately upon breach of this Agreement. A breach of this Agreement includes but is not limited to a violation of the policies and rules of SYRCL, by the making of a misrepresentation or false statement by the Contractor, nonperformance of any of the Contractor's duties as outlined in the Scope of Work, death of the party or parties, or upon the occurrence of a conflict of interest between the Contractor and SYRCL.

9. Assignment. Contractor shall not assign rights or duties under this contract without prior written consent of SYRCL.

10. Interpretation of Agreement.

a. Contract. This agreement and the exhibits attached hereto constitute a complete integration of the agreement between SYRCL and Contractor, and supersede all prior discussion, negotiations and agreements, whether oral or written. Any amendment to this Contract, including any oral modification supported by new consideration, must be reduced to writing and signed by authorized representatives of both parties before it will be effective.

b. Counterparts. This Contract and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

c. Binding on successors. This agreement inures to the benefit of, and is binding on, the parties and, except as limited by section 11 below, the respective heirs, personal representatives, successors and assigns.

11. Amendments. By mutual agreement, the Contractor and SYRCL may amend this agreement. Contractor shall submit a written request for amendment to SYRCL. The amendment is not effective until SYRCL provides written approval of the amendment, its terms and conditions.

12. Breach. Should either party default in the performance of this agreement or materially breach any of its provisions, the non-breaching party may terminate this agreement by giving written notification to the breaching party. Termination shall be effective immediately on receipt of said written notification, or five days

after mailing of said notification, whichever occurs first. For purposes of this section, material breach of this agreement shall include, but not be limited to, the following:

- a. Failure of contractor to perform the services in the manner and at the times required as set forth on the attached Attachment A, Scope of Work.
- b. Death of Contractor; nonpayment of compensation by SYRCL in the manner required, or, bankruptcy or insolvency of either party.

13. Liquidated Damages. Contractor understands that time is of the essence, and agrees to perform consistent with the terms of this engagement (described *supra* in Section 1 and *infra* in Attachment A and Attachment B). In the event of a determination that Contractor is in material breach of this agreement, Contractor agrees to:

- a) disgorge any payments made by SYRCL to Contractor associated with this engagement;
- b) forfeit any claim for further payment to SYRCL to Contractor associated with this engagement;
- c) forfeit to SYRCL any work product generated as a result of this engagement forthwith in the medium or media requested by SYRCL at the outset of this engagement;
- d) divest of any property interest in the work product generated as a result of this engagement

14. Captions and Controlling Law. The captions heading the various sections of this agreement are for convenience and shall not be considered to limit, expand or define the contents of the respective sections. Masculine, feminine, or neutral gender, and the singular and plural number shall each be considered to include the other whenever the context so requires. This agreement shall be interpreted under California law and according to it fair meaning and not in favor or against any party.

15. Project Contacts

SYRCL: Betsy Harbert, River Science Project Manager, betsy@yubariver.org; office: 530-265-5961 x 224

Contractor: **xxxx**

Date: _____

ENTER SIGNING AUTHORITY NAME HERE
ADDRESS

Date: _____

Melinda Booth, Executive Director
South Yuba River Citizens League
313 Railroad Ave. Suite 101
Nevada City, CA 95959

SCOPE OF WORK and BUDGET

COMPLIANCE PROVISIONS

California State Compliance Provisions

The following provisions apply to this Agreement because this Agreement is funded in whole or in part by State of California (State) funds.

1. ***Americans with Disabilities Act*** – By signing this Agreement, Contractor assures South Yuba River Citizens League that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C .. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
2. ***Audits*** – State reserves the right to conduct an audit at any time between the execution of this Agreement and the completion of the project with the costs of such audit borne by State, or a final audit after completion of the project. Failure or refusal by Contractor to comply with this provision shall be considered a breach of this Agreement. Contractor shall preserve all records related to this Agreement for at least three (3) years after project completion.
3. ***Conflict of Interest***
 - a. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No state officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b. **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment. No former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
4. ***Drug-Free Workplace Certification*** -- By signing this Agreement. Contractor and its subcontractors hereby certify under penalty of perjury under the laws of State, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and that it will have or will provide a drug-free workplace by taking the following actions:
 - a. publish a statement notifying employees, and its subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, or subcontractors for violations as required by Government Code Section 8355(a).

- b. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Contractor's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees and subcontractors for drug abuse violations.
 - e. Provide as required by Government Code Sections 8355(c), that every employee, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of Contractor's drug-free policy statement, and
 - ii. Will agree to abide by terms of Contractor's condition of employment, contract or subcontract.
5. **Union Organizing** – Contractor hereby acknowledges the applicability to this Agreement of California Government Code Sections 16645 through 16649, and certifies that:
- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing;
 - b. Contractor shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
 - c. Contractor shall, where state funds are not designated as described in 2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
 - d. If Contractor makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no state funds were used for those expenditures, and that Contractor shall provide those records to the Attorney General upon request.
6. **Nondiscrimination** – During the performance of this Agreement. Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family core leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and contractors shall comply with the provisions of The Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and The applicable regulations promulgated there under (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 Agreement No. reference and made a part hereof as if set forth in full. Contractor and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Agreement.
7. **Labor Compliance Program** – Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including preparation and implementation of a labor compliance program or including any payments to the Department of Industrial

Relations under Labor Code Section 1771.3. Contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system. As of January 1, 2016, this requirement applies to all contractors and subcontractors, registered or unregistered, on all public works projects.

8. **CEQA Documentation** – Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

Environmental Information: <http://ceres.ca.gov/ceqa/>

California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch>

9. **Child Support Compliance Act** – For any Grant Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:
 - i) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
10. **Competitive Bidding and Procurements** – Contractor shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Contractor's contracts with other entities for acquisition of goods and services and construction of public works.
11. **Final Inspections and Certification of Registered Professional** – Upon completion of the Project, Contractor shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Contractor shall coordinate with South Yuba River Citizens League to notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

Federal Compliance Provisions

The following provisions apply to this Agreement because this Agreement is funded in whole or in part by Federal funds. These provisions are communicated by the Office of Management and Budget (OMB) to federal agencies through OMB Circulars. The most recent Circular entitled Office of Management and Budget Guidance for Grants and Agreements found at (http://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

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. ***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 sub-recipient 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 sub-recipient 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.
3. ***Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.*** Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
4. ***Debarment and Suspension (Executive Orders 12549 and 12689).*** A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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.
5. ***Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).*** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
6. ***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 sub-agreements.