



Request for Proposals (RFP)

Camp Pollock River Observation Deck and Improved River Access Features Project - Design, Environmental Compliance, and Permitting

Introduction

This Request for Proposals (RFP) solicits consultants to provide professional services to complete management and coordination, site assessment, design, environmental compliance, permit acquisition, and construction bidding support for the River Observation Deck and Improved River Access improvements at Camp Pollock.

The Sacramento Valley Conservancy (SVC) is the long-term manager of the 11-acres at Camp Pollock, which is owned by the California State Lands Commission. The site is managed in accordance with the American River Parkway Plan, a guiding document which is overseen and implemented by the Director of the Sacramento County Department of Parks and Recreation.

SVC began managing Camp Pollock in 2013. The site serves more than 6,000 visitors each year for public and private events. After completing a major renovation to the Myrtle Johnston Lodge in 2016, these numbers have rapidly grown as surrounding community members discover this hidden gem. SVC is consistently implementing site improvements that improve access for users, increase educational opportunities and encourage community engagement.

SVC is a 501(c)(3) non-profit land trust founded in 1990 on two basic principles: open lands are necessary for quality of life and we must care for the land today so future generations may enjoy its physical and spiritual benefits tomorrow. SVC's mission is to preserve the beauty, character and biodiversity of the Sacramento Valley landscape by protecting and stewarding natural and working lands, and scenic open space.

Project Background

SVC was awarded funds through the American River and Community Reinvestment State Fund. This funding is targeted to certain projects to improve public access to the Lower American River Parkway and has been awarded to SVC in order to improve access and observation infrastructure to the American River.

Scope of Services

SVC (“client”) is seeking to hire an individual or entity (“consultant”) to provide professional project management and coordination services, site assessments, project design, environmental compliance, acquire permits, and construction bidding support.

Scope of work is to include but is not limited to:

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

1. Project Management and Monthly Coordination Meetings - Provide *monthly status reports* and *monthly invoicing*. Monthly meeting coordination, management and *record keeping*. Draft and final project goals and objectives.
2. Project Kickoff Meeting - organize the project kick off meeting at the project site and at a nearby example project. This meeting will familiarize the consultant team with the site and allow SVC to identify their goals and objectives for the project. The kickoff meeting will take place over the course of a single day.

TASK 2 - SITE ASSESSMENT

1. Arborist Survey - The consultant will provide a tree resources survey performed by a certified arborist. The survey shall provide data relevant to local tree ordinances in addition to tree health, vigor, diameter at breast height (DBH), species, canopy size, and height. Arborists will tag trees per arborist standards and a detailed arborist report, map, and GIS database will be provided. GPS data collected for trees will meet sub-meter GPS horizontal accuracy standards.

Deliverables: Arborist survey report including tree resource maps, GIS tree resource database.

2. Topographic Survey - The consultant will provide a topographic and bathymetric survey for the project area performed by a professional land surveyor. The survey shall provide 1’ contours for both the topography of the on-land portion of the site as well as 100’ of bathymetry extending into the American River. All above and below ground utilities, existing buildings, and existing structures will be mapped. Property lines and easements will also be included in the survey documents.

Deliverables: Stamped survey document in PDF format, survey data in Autodesk Civil 3D 2022 format, including topographic/bathymetric surfaces as LandXML files.

3. Geotechnical Report and Consultation - The consultant will provide a stamped geotechnical report for the project site performed by a licensed geotechnical engineer. The geotechnical report will be provided after the 30% design phase and will be informed by initial site maps and design criteria specified by the project's structural engineer. The geotechnical report will provide detailed information of the site's soil conditions and their geotechnical properties including:
 - a. settlement recommendations
 - b. soil load capacities and soil forces imposed on structures
 - c. seismic site classification
 - d. groundwater conditions
 - e. excavated slope stability
 - f. suitability of excavated material for site fill
 - g. anticipated construction problems

In addition to the geotechnical report, the consultant will provide geotechnical review of the project at relevant design stages.

Deliverables: Stamped geotechnical report and geotechnical review of project design.

4. Cultural, Environmental & Biological Resources Inventory & Evaluation - The consultant will provide a thorough cultural, environmental, and biological resource inventory and evaluation based on their professional expertise. The consultant will use their best judgment to identify critical resources to document to support the CEQA, NEPA, and permitting tasks identified in the tasks below. Potential task may include, but will not be limited to:
 - a. An aquatic resources delineation conducted in accordance with USACE regional standards
 - b. A Biological Resource Report (BRR) including literature review and field surveys. The BRR will focus on mapping and characterizing land cover/wildlife habitats, suitable habitat for special-status plants, wildlife and fish species, and documenting baseline conditions for the environmental documents
 - c. A cultural resources inventory report will be prepared, including a records search, field survey, and other appropriate steps

Deliverables: Draft & Final Biological Resources Report, Draft & Final Cultural Resources Report, Preliminary & Final Aquatic Resources Delineation, Other documents as required and identified in the consultant's proposal.

TASK 3 - PROJECT DESIGN

The consultant will provide project design from initial conceptual phases through final construction document packages. The consultant will sequence design tasks to coordinate with and facilitate project environmental documentation and permitting.

1. Alternatives Analysis - The consultant will provide at least two concept design alternatives for the site that present an array of options to better understand the opportunities and constraints of developing the site. Plans will be illustrative to show design intent but will not require detailed dimensioning, material selection, or structural engineering specifics. Concept design will incorporate available site condition data and provide general layouts and structural engineering strategies to address project goals through the lens of project feasibility. Concept plans will include an analysis of the opportunities and constraints of each design alternative.

Deliverables: Draft concept plans in PDF format, final concept plans in PDF format.

2. 30% Design Development - The consultant will take the preferred alternative, refine the design to create 30% design plans with layouts and supporting drawings and provide construction cost estimates based on the 30% design. Consultant will document all proposed revisions and comments in the stakeholder group.

Deliverables: 30% design plans in PDF format, 30% construction estimate, revision tracking spreadsheet in Excel format.

3. 60% Design Development - The consultant will refine the design based on feedback provided on the 30% plans while providing additional design detail. The 60% design plans will include refined layout plans and supporting drawings to convey the design intent and provide information on constructability and design details. In addition to design drawings, the consultant will provide a construction cost estimate based on the 60% design. The consultant will provide responses to 30% design comments identifying how they were addressed in the 60% design and will submit the 60% design for stakeholder review. A specification package outline will be submitted along with the 60% design, which will identify Construction Standards Institute (CSI) technical specifications that will be included with later design phases.

Deliverables: 60% design plans in PDF format, 60% construction estimate, revision tracking spreadsheet in Excel format identifying how 30% review comments were addressed, technical specification outline in Word format.

4. 90% Design Development - The consultant will refine the design based on feedback provided on the 60% plans while providing additional design detail. The 90% design plans will include all the plans and details required to construct the project and allow one final review by SVC and project stakeholders. In addition to design drawings, the

consultant will provide a construction cost estimate based on the 90% design. The consultant will provide responses to 60% design comments identifying how they were addressed in the 90% design and will submit the 60% design for stakeholder review. A specification package draft will be submitted along with the 90% design.

Deliverables: 90% design plans in PDF format, 90% construction estimate, revision tracking spreadsheet in Excel format identifying how 60% review comments were addressed, draft technical specification in Word format.

5. 100% Design and Technical Specifications - The consultant will refine the design based on feedback provided on the 90% plans while providing additional design detail. The 100% design plans will include final versions of all the plans identified in the 90% plans. Final plans will be stamped by a licensed engineer or landscape architect where each discipline is required. In addition to design drawings, the consultant will provide a construction cost estimate based on the 100% design. The consultant will provide responses to 90% design comments identifying how they were addressed in the 100% plans. A final technical specification package will be submitted along with the 100% plans.

Deliverables: 100% stamped design plans in PDF format, 100% construction estimate, Revision tracking spreadsheet in Excel format identifying how 90% review comments were addressed, final technical specification in Word format.

6. Hydraulic Modeling to Support Design Development - The consultant will provide hydraulic modeling support throughout design development to inform constructability, design longevity, and aid in project permitting. When adequate design detail is available, hydraulic modeling will be performed using design data to determine the structural feasibility of the design as well as implications for bank stability and erosion.

Deliverables: Summary memo, hydraulic modeling design support

TASK 4 – ENVIRONMENTAL COMPLIANCE

1. The consultant will guide the project through the environmental process and coordinate closely between design and environmental compliance tasks to ensure project efficiency. California Environmental Quality Act Compliance - The consultant will prepare a scope of work to provide comprehensive environmental clearance under CEQA. The consultant will use their professional expertise to identify a CEQA documentation strategy that is efficient and will meet all legal requirements under state law.

Deliverables: Draft CEQA environmental document(s), Final CEQA environmental document(s).

2. National Environmental Protection Act Compliance - The project will require Section 408 permission from the United States Army Corps of Engineers (USACE), therefore compliance with NEPA will be necessary. The consultant will prepare a scope of work to provide comprehensive environmental clearance under NEPA. The consultant will use their professional expertise to identify a NEPA documentation strategy that is efficient and will meet all legal requirements under state law.

Deliverables: Draft NEPA environmental document(s), Final NEPA environmental document(s).

TASK 5 – PERMIT ACQUISITION

This task describes the likely permits and associated activities that will be undertaken to obtain the appropriate permits for the project. Additional permits and/or approvals may be needed (e.g., CA State Lands Commission Land Use Lease) and would need to be identified during the environmental compliance process.

- Central Valley Flood Protection Board Permit Application & Section 408 Coordination - The consultant will lead the Central Valley Flood Protection Board Permit Application & Section 408 permit acquisition for the project by preparing the necessary application environmental support documents for California Code of Regulations, title 23, section 6 et seq., and 33 U.S. Code, title 33, section 408 permit applications.

Deliverables: Draft and final permit applications

- Section 7 Endangered Species Act/Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Consultation - The consultant will prepare biological assessments for U.S. Fish and Wildlife Service and National Marine Fisheries Service (NMFS) to address potential impacts on species listed as threatened, endangered, or proposed for listing under the federal Endangered Species Act (ESA). Consultant will work closely with the project proponent to assist in avoiding direct or indirect impacts on species, their habitat, and designated critical habitat. The NMFS biological assessment will also include an essential fish habitat (EFH) assessment pursuant to the Magnuson-Stevens Fishery Conservation and Management Act to address impacts on EFH. As part of the impact assessment, the consultant may need to conduct a bioacoustics study to address pile driving impacts if impact pile driving is a proposed installation method to construct the piers. The potential for physical injury to fish from exposure to pile driving sounds will be evaluated using the “NMFS Pile Driving Calculator,” a spreadsheet model developed by NMFS to calculate the distances from the pile that sound attenuates to the peak or cumulative criteria. The consultant will provide recommendations for any noise attenuation techniques that may be applicable at the project site and develop mitigation recommendations to reduce hydroacoustic impacts.

Deliverables: Draft and final biological assessments

- Clean Water Act Section 404/Rivers and Harbors Act Section 10 Application - Using the project preliminary jurisdictional determination, the consultant will identify the appropriate 404 compliance mechanism (e.g., a Section 404 Nationwide Permit or an Individual Permit). The consultant will complete the application form (ENG 4345) and attach necessary supporting documentation. The consultant will coordinate with the USACE throughout the process to ensure preparation of appropriate compliance documentation. The consultant will submit an application to the USACE along with the biological assessment(s) (BA) and cultural resources report.

Deliverables: Draft and final permit applications

- Clean Water Act Section 401 Water Quality Certification Package - Section 401 of the Clean Water Act (CWA) requires that the discharge of dredged or fill material into waters of the U.S., including wetlands, does not violate state water quality standards. As required by Section 404, water quality certification must be obtained for permit compliance. As such the consultant will prepare a Section 401 water quality certification application for filing with the Regional Water Quality Control Board (RWQCB).

Deliverables: Draft and final permit applications

- California Department of Fish and Wildlife (CDFW) 1602 Lake or Streambed Alteration Agreement & 2081 Incidental Take Permit - Due to the proximity of the project to the American River and the riparian habitat, it is anticipated that a Lake or Streambed Alteration Agreement under Section 1002 of the California Fish and Game Code will be required from CDFW. A Lake or Streambed Alteration Notification (i.e., application) will be prepared for the project. After comments have been received and incorporated into the document, a submittal copy will be generated, and submitted to the CDFW. An Incidental Take Permit may also be required under Section 2081 of the California Fish and Game Code. If required, the consultant will prepare and submit an application for an Incidental Take Permit.

Deliverables: Draft and final permit applications

- American River Parkway Plan and Local Government Permitting Coordination - The consultant will assist SVC to ensure the project conforms to the American River Parkway Plan. In addition, the consultant will assist SVC navigate local permitting processes for the project.

Deliverables: Supporting documents to demonstrate conformance to the American River Parkway Plan, Documentation to support local permitting requirements.

TASK 6 – CONSTRUCTION BIDDING SUPPORT

The consultant will assist SVC with bidding support and contractor selection

1. **General Conditions (“Up Front Specifications”) Development** - The consultant will draft up-front specifications to help SVC define contractual details of a construction contract. The up-front specifications may include contractor qualifications, contractor insurance requirements, bond amounts, bidding instructions, bid forms, payment stipulation, etc. The up-front specification will require review by SVC’s legal representative.

Deliverables: Draft and final up-front specifications

2. **Construction Bidding Support** - The consultant will help SVC identify qualified contractors and advertise the requests for bids. The consultant will compile the bid results in a matrix and assist SVC in selecting a qualified contractor after bids have been received.

Deliverables: List of qualified contractors to advertise the project to, bid result matrix, pre and post bid meeting with meeting notes.

Final project deliverables shall be **complete by December 31, 2025**.

Timeline

- RFP Release **Sep 21, 2022**
- Pre-proposal meeting **Oct 6, 2022 (11am-12pm)**
 - This is an attendance optional meeting with an unstructured Q&A session and site walk at Camp Pollock. Please RSVP to info@sacramentovalleyconaservancy.org
- Last day to submit questions **Oct 10, 2022**
- Proposals due by **Oct 28, 2022**
- Interviews as needed
- Notification of selection will be announced by **Nov 10, 2022**
- Services Agreement to be complete by **Nov 15, 2022**
- **Project to begin no later than 30 days from completion of Services Agreement.**
- All project deliverables shall be completed by **Dec 31, 2025**.

Proposal Submission Instructions - The proposal shall include the following combined into a single pdf:

Cover Letter – Include RFP project name and contractor information.

Technical Approach – Your proposed approach to the project and description of design ideas. Include a project schedule that corresponds to the timeline listed above.

Background – Briefly describe your background and qualifications, including resume(s) and electronic examples or links to similar work or products.

Budget – Provide a detailed budget.

References – Provide contact information for two professional references.

The criteria and scoring system will be based on the following:

1. Qualifications and Experience. Scoring based on the likelihood that it will meet the requirements of the Scope of Project. Please note any business or specialty certifications in your background information. (30 points).
2. Technical Approach Evaluation. Scoring based on a thorough and detailed approach (35 points).
3. Budget. Each proposal will be rated on its proposed cost-efficiency and fit to the grant task (30 points).
4. Please provide two professional references. (5 points)
5. Final proposals will be selected by a project committee.

Please submit a complete proposal (details above) on or before **Oct. 28, 2022**.

Please submit clarification of the specifications contained in this RFP by **Oct. 10, 2022**.

Contact: Kelly Hopkins, Executive Director Sacramento Valley Conservancy

Email: khopkins@sacramentovalleyconservancy.org, cc info@sacramentovalleyconservancy.org

General Terms and Conditions:

The Consultant will be required to execute a Professional Consultant services agreement. A sample is attached as Exhibit A. A successful consultant must meet all of the terms of the Insurance Requirements in the Agreement.

Assumptions:

- The consultant will be required to maintain a minimum of \$1 million in commercial general liability insurance which names Sacramento Valley Conservancy, Sacramento County Regional Parks and California State Lands Commission as additional insureds, maintain a minimum of \$3 million general aggregate, \$1 million auto liability insurance, and maintain worker's compensation insurance which includes a waiver of subrogation.

- Pursuant to Labor Code Section 1773, SVC requires the awarded consultant and subcontractors to pay their workers not less than the general prevailing rate of wages for such workers' craft or trade, as determined by the Director of the Department of Industrial Relations (DIR) as of May 24, 2022. In accordance with state laws and DIR's regulations, at a minimum

these requirements include that the consultant and all of its subcontractors must be certified with the DIR, the Project is registered with DIR, daily reports describe the work performed, workers have been interviewed to insure proper classification, verification of fringe benefit and if applicable overtime payments occurs, apprentices were requested, and training fund payment is made. SVC will require a contract that requires the winning consultant to abide by these Prevailing Wages.

- SVC requires the consultant to commence Project management and Coordination no later than thirty (30) days after contract award, unless an extension is approved by SVC and if applicable the State, and thereafter shall ensure that the consultant diligently works to complete progression of the Project in a timely and efficient manner on or before the contract completion date.

Exhibit A to RFP

SAMPLE PROFESSIONAL CONSULTANT SERVICES AGREEMENT

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

This AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES (“**Agreement**”), dated as of _____, 2022 for reference purposes only, is executed by and between **SACRAMENTO VALLEY CONSERVANCY**, a California nonprofit public benefit corporation (hereinafter “**SVC**”) and **[enter CONSULTANT’S NAME]**, a California *[corporation, limited partnership, limited liability company]* (hereinafter “**CONTRACTOR**”). SVC and CONTRACTOR are referred to herein collectively as the “**the Parties,**” and individually as a “**Party.**” The effective date of this Agreement shall be the date as of which it has been executed and delivered by both Parties (“**Effective Date**”).

RECITALS

WHEREAS, SVC is the manager of that certain real property located in the County of Sacramento, State of California, shown on the map attached hereto and incorporated herein by reference as **Exhibit A** (commonly known as “**Camp Pollock**”) under the terms and conditions of Lease Number PRC 9033.1, dated January 22, 2013 and amended June 28, 2019, by between SVC and the California State Lands Commission at Camp Pollock;

WHEREAS, SVC has been awarded funds through the American River and Community Reinvestment State Fund to undertake certain public access improvements at Camp Pollock pursuant to that certain Agreement executed on _____, 2022 (“**Grant Agreement**”);

WHEREAS SVC desires to engage CONTRACTOR as professional consultant to provide professional project management and coordination services, site assessments, project design, environmental compliance, acquire permits, and construction bidding support; and

WHEREAS CONTRACTOR is willing to provide labor and equipment to achieve specified project management, design, environmental compliance, and permitting in accordance with the terms and conditions of this Agreement for specified access improvements at Camp Pollock;

NOW, THEREFORE, in consideration of the foregoing recitals, which are specifically incorporated into the body of this Agreement, the mutual promises contained herein and the material reliance by the Parties thereon, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

1. **Scope of Work.** CONTRACTOR agrees to furnish labor and equipment needed to complete at Camp Pollock the improvements identified in the proposal attached hereto as **Exhibit B** and incorporated herein by reference (the “_____”) at the locations within Camp Pollock shown on the map attached hereto as **Exhibit A** and incorporated herein by reference.

2. **Completion of Work.** CONTRACTOR shall be required to commence work on the River Observation Deck and Improved River access features project within 7 calendar days after written notification by svc and, and to complete all professional consultant services and project deliverables to the reasonable satisfaction of SVC before December 31, 2025.

3. **Payment.** SVC agrees, in consideration of the professional consultant services to be performed, and subject to the terms and conditions hereof, a total sum not to exceed [\$_____][enter numeric dollar amount] payable in accordance with terms set forth in Exhibit “B” within 30 days following CONTRACTOR’s completion of the CONTRACTED work to the reasonable satisfaction of SVC, and in accordance with usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. No payment made under this Agreement shall be construed to be an acceptance of defective work.

4. **Insurance.** CONTRACTOR shall meet the following insurance requirements at CONTRACTOR’s sole cost and expense.

a. **General Liability and Property Damage.** CONTRACTOR shall maintain occurrence-based commercial general liability and property damage liability insurance for the duration of the River Observation Deck and Improved River access project in coverage amounts of not less than \$1,000,000 for each occurrence of injury and \$200,000 for each occurrence of property loss or damage, with a replacement cost endorsement, and with a general aggregate limit of \$3,000,000, with all standard extended coverages, including medical expenses, vandalism, and malicious mischief.

b. **Worker’s Compensation.** CONTRACTOR shall maintain worker’s compensation insurance as required by the State of California for each employee of CONTRACTOR employed in the execution of the River Observation Deck and Improved River access project.

c. **General Requirements.** Each policy of insurance required to be maintained by CONTRACTOR shall be issued by an insurance company authorized to do business in California with a current A.M Best’s rating of no less than A-VII. Required insurance protection may be carried under a blanket policy. Each such

policy shall include as additional insureds: (i) Sacramento Valley Conservancy and its directors, officers, employees, contractors and agents; (ii) State of California, State Lands Commission, and its officers, employees and agents; and (iii) Sacramento County Regional Parks, and its officers, employees and agents. CONTRACTOR shall provide SVC with a certificate of the required insurance coverages, as an Accord and Endorsement, at the email or physical address listed in SVC's signature block. SVC shall be notified in writing at least 30 days prior to the cancellation, non-renewal, or reduction in coverage of the insurance policy.

5. **Indemnification.** CONTRACTOR agrees to indemnify, defend and hold harmless SVC, and its directors, officers, employees, contractors and agents, and the State of California, including the State Lands Commission, and the County of Sacramento, and its officers, employees and agents, from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including but not limited to attorneys' and experts' fees) of any kind or character occurring to any person or property arising from or caused by: (i) the performance of, or failure to perform, the River Observation Deck and Improved River access project or any other obligations of CONTRACTOR under this; (ii) any alleged negligent act or omission of CONTRACTOR, or any subcontractor, agent or employee of CONTRACTOR, in connection with any acts performed or required to be performed by CONTRACTOR pursuant to this Agreement; (iii) any dangerous or defective condition arising or resulting from any of the actions or omissions of CONTRACTOR, or any subcontractor, agent or employee of CONTRACTOR in carrying out the provisions of this Agreement.

6. **Correction of Work and Back Charges.** CONTRACTOR shall immediately, upon written direction from SVC, correct any defect or deficiency in the River Observation Deck and Improved River access project. SVC may withhold from CONTRACTOR any amounts it reasonably estimates to be necessary for the correction of defective work if CONTRACTOR fails to repair and/or replace such defective work after direction from SVC.

7. **Cleanup.** CONTRACTOR will continuously clean the job site, and keep it in a safe, orderly and neat condition.

8. **CONTRACTOR as Independent Contractor.** The parties hereto agree that at all times during the term of this Agreement, CONTRACTOR and CONTRACTOR's employees hired to perform the River Observation Deck and Improved River access project pursuant to this Agreement are independent contractors and are not agents or employees of the SVC. CONTRACTOR shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures for performing the River Observation Deck and Improved River access project required by this Agreement. SVC shall have the

right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR and CONTRACTOR shall be responsible for the actions of any such third persons. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment shall be determined by CONTRACTOR, and the SVC shall have no right or authority over such persons or, except as otherwise provided in Section 4 hereof, the terms of their employment. Neither Contractor nor any third persons employed by CONTRACTOR to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from SVC should CONTRACTOR or any of its employees sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither CONTRACTOR nor any third persons employed by CONTRACTOR shall be entitled to any other benefits payable to employees of SVC. SVC is not required to make any deductions from the compensation payable to CONTRACTOR under the provisions of CONTRACTOR's bid. CONTRACTOR hereby agrees to defend and hold SVC harmless from any and all claims that may be made against SVC based on any contention by any third party that an employer/employee relationship exists between SVC and that third party by reason of this Agreement. CONTRACTOR further agrees to defend and hold SVC harmless from any and all claims that may be made against SVC by any third party based on any failure of the CONTRACTOR to fulfill its obligations contractual or otherwise, to any such third party. CONTRACTOR represents that it, and its subcontractors, if any, are properly licensed and will remain so during the progress of the work.

9. **Default by Contractor.** If CONTRACTOR fails to expeditiously advance the project, or installs work that does not comply with the requirements for the River Observation Deck and Improved River access project, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the project, or fails to otherwise promptly pay for work or materials supplied to the project, or is guilty of any other material breach of the terms of this Agreement, SVC may: (1) suspend payment until such time as the default is remedied by CONTRACTOR; or (2) by written notice to CONTRACTOR, terminate CONTRACTOR's right to perform all or any portion of the work. CONTRACTOR hereby agrees to pay SVC all damages sustained as a result of default by CONTRACTOR. If SVC terminates CONTRACTOR's right to perform the work, SVC may have the work performed by others, or may complete the work itself, and charge the cost to CONTRACTOR. The cost of completion by SVC shall include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by SVC as a result of CONTRACTOR's default. SVC may deduct from any and all monies owing

to the CONTRACTOR, either by virtue of this Agreement or any other agreements between SVC and the CONTRACTOR, any and all damages assessed by SVC and the CONTRACTOR pursuant to the provision of this Agreement.

10. **Delays and Extensions of Time.** If CONTRACTOR is delayed in the performance of the work by extraordinary inclement weather, flood, fire, earthquake, strikes, or other causes beyond the control of CONTRACTOR, then CONTRACTOR will apply to SVC, in writing, for an extension of time within ten (10) days after commencement of the delay. The time for the completion of the contract may be extended as determined, in writing, by SVC or its designated representative. CONTRACTOR waives any and all claims for delay which are not presented in a timely manner as provided for in this Section. CONTRACTOR shall not be entitled for any extensions of time for delays caused by weather which is not uncommon for the time of year in which the work is to be provided. If CONTRACTOR is delayed in the progress of the work by any act of SVC, or SVC's agents or employees, CONTRACTOR will be entitled to an extension of time for completion of the work. An extension of time shall be CONTRACTOR's sole and exclusive remedy, and CONTRACTOR will be entitled to no damages for delay. In any event, any claim of delay by CONTRACTOR must be submitted to SVC within ten (10) days of the commencement of the delay.

11. **Concealed Conditions.** CONTRACTOR has examined the job site, and the applicable building codes, laws and regulations as well as any applicable laws and regulations of any and all utilities, that govern the conduct of the work, and has made such investigation as it deems appropriate. The contract price includes full compensation for all efforts to be expended by CONTRACTOR obtaining any and all approvals of the governing water, electricity, gas and other utility companies, and in dealing with any concealed, underground, known and or unknown conditions.

12. **Subcontractors.** All subcontracts entered into by CONTRACTOR shall incorporate by reference the provisions of this Agreement. This incorporation by reference shall not, however, create any contractual relationship between SVC and subcontractors. No subcontractor will be recognized as having a contractual relationship with SVC, and any such claims of such a relationship is hereby denied. It is not intended by either SVC or CONTRACTOR that any third party shall be beneficiaries of this agreement. All persons engaged in the work under this Agreement will be considered as employees of CONTRACTOR, and their work shall be subject to all the provisions of the Contract Documents. SVC and its representatives will deal only with the CONTRACTOR who shall be responsible for the proper execution of the entire work. Prior to commencement of any work contemplated by this Agreement, CONTRACTOR shall provide to SVC a list specifying the name, location of place of business and contractor's license number of each subcontractor who will perform work or labor, or render service to the CONTRACTOR

regarding the construction of the work contemplated by this Agreement. CONTRACTOR shall list only one subcontractor for each such portion of the work as defined by CONTRACTOR in its bid. If CONTRACTOR fails to specify a subcontractor for any portion of the work to be performed under this Agreement, CONTRACTOR agrees to perform that portion of the work itself. CONTRACTOR shall not, without written consent of SVC, (a) substitute any party as a subcontractor in place of the subcontractor designated in such list, or (b) permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed. Consent to any such substitution shall only be valid if in writing after authorized by SVC. Should CONTRACTOR fail to comply with the provisions of this Section, CONTRACTOR shall not be entitled to recover from SVC any costs, expenses, losses or damages caused in part or in whole by the services rendered by such illegally substituted subcontractor. The performance of this Agreement may not be subcontracted except upon written consent of SVC, and no such subcontracting shall be permitted which would relieve CONTRACTOR or its surety of their responsibilities under this Agreement.

13. **Permits; Compliance with Law.** CONTRACTOR agrees and understands that it is the responsibility of CONTRACTOR to obtain all necessary permits required for the performance of the River Observation Deck and Improved River access project and to comply with all local, state, and federal laws, ordinances and regulations, including but not limited to land use rules as specified in the American River Parkway Plan, applicable to the River Observation Deck and Improved River access project. CONTRACTOR is not relieved of its obligations pursuant to this paragraph by virtue of SVC's assistance in procuring any necessary permits.

14. **Covid-19 Precautions.** CONTRACTOR agrees to implement all State and County requirements applicable to the protection of the workers performing the River Observation Deck and Improved River access project.

15. **Assignment.** CONTRACTOR shall not assign this Agreement to any person or entity without the prior written consent of SVC, which consent may be withheld by SVC in its sole and absolute discretion.

16. **Attorney's Fees.** If any legal action or proceeding arising out of or related to this Agreement is brought by either Party to this Agreement, the prevailing Party shall be entitled to receive from the other Party, in addition to any other relief that may be granted, the reasonable attorneys' and experts' fees, costs and expenses incurred in the action or proceeding by the prevailing Party.

17. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall

nevertheless continue in full force and effect without being impaired or invalidated in any way.

18. **Amendment**. The terms of this Agreement may be modified only in writing by mutual agreement on signature of the SVC and CONTRACTOR. Said amendment shall be attached to this Agreement.

19. **Notice**. Any notices to be given pursuant to this Agreement by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses following the Parties' respective signatures on Agreement, but each Party may change the address by written notice to the other. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notice shall be deemed communicated as of two (2) business days following the date of deposit in the mail.

20. **Governing Law**. This Agreement shall be governed and construed according to the laws of the State of California.

21. **Entire Agreement**. This Agreement constitutes the entire agreement between SVC and CONTRACTOR relating to the Project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by SVC and CONTRACTOR.

22. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party as a "PDF" file attachment to electronic mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument above written.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

<p>SVC</p> <p>Sacramento Valley Conservancy, a California nonprofit public benefit corporation</p> <p>By: _____ Kelly Hopkins Executive Director</p> <p>Sacramento Valley Conservancy Attn: Executive Director Tel: (916) 731-8798</p> <p>For Delivery by Mail PO Box 163351 Sacramento, CA 95816</p> <p>For Delivery in Person or by Courier 1851 Heritage Lane, Suite 155 Sacramento, CA 95815</p> <p>For Delivery by Email: khopkins@sacramentovalleyconservancy.org</p>	<p>CONTRACTOR</p> <p>[enter CONSULTANT'S NAME] a California [<i>corporation</i>]</p> <p>By: _____ Name: Title:</p> <p>[enter CONSULTANT'S NAME] Tel: (916) Address email</p> <p>CA License:</p>
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Exhibit A to Agreement

MAP OF PROJECT LOCATION



Exhibit B to Agreement

SCOPE OF WORK

[See following Proposal]