



Proposal Solicitation Notice

Productivity of Seasonally Available Aquatic Habitat Types in the Lower Yuba River, California

The Yuba River Management Team (RMT) is requesting proposals to study productivity within and between seasonally available aquatic habitat types on the lower Yuba River. Please read the entire solicitation and submit a full proposal electronically to purchasing@yubawater.org by **5:00 p.m. PST on November 2, 2020**.

The Yuba River Management Team

The Yuba RMT was established in 2007 through the [Lower Yuba River Accord](#) to create a collaborative body to address the effectiveness of Accord operational, monitoring, and enhancement actions through fisheries monitoring, studies, and enhancement programs to protect and enhance aquatic habitat in the lower Yuba River. The members of this group include Yuba Water Agency, California Department of Fish and Wildlife, South Yuba River Citizens League, The Bay Institute, Trout Unlimited, PG&E, California Department of Water Resources, National Oceanic and Atmospheric Administration, the U.S. Fish and Wildlife Service, and Friends of the River. Additional information about the RMT can be found [here](#).

The Lower Yuba River

The Yuba River historically supported the largest naturally reproducing population of steelhead in the Central Valley and large numbers of spring- and fall-run Chinook salmon. However, the wild salmon populations suffered enormous losses as a result of habitat degradation during the Gold Rush (hydraulic and in-river mining, logging, etc.), dam construction, and flow alteration. Approximately 450 million cubic yards of mining debris were washed into the lower Yuba River floodplain from 1853 – 1884 with an additional 4 million cubic yards from 1893 - 1950, and much of that material remains there today. Wild anadromous salmonids were further adversely affected by the loss of upstream habitat through dam construction. Constructed in 1941, the 260-foot Englebright Dam blocks fish migration to the upper watershed. As a result, spawning and rearing habitat for Yuba River salmonids is constrained to the lower Yuba River, which extends approximately 24 miles from Englebright Dam to the confluence with the Feather River in Marysville.

National Marine Fisheries Service (NMFS) listed Central Valley steelhead as threatened in 1998, and Central Valley spring-run Chinook salmon were listed as threatened in 1999 under the federal Endangered Species Act. The lower Yuba River, from below Englebright Dam down to its confluence with the Feather River, was included in the critical habitat designation by NMFS in 2005. NMFS's 2014 Recovery Plan for Central Valley spring-run Chinook salmon and steelhead identifies Yuba River-specific recovery actions for these species.

Relative to other large rivers in California's Central Valley, the lower Yuba River is unique in that it has relatively moderate water temperatures under all but the most extreme conditions, no

hatchery, and still experiences relatively frequent channel-altering floods, thus allowing the river corridor to dynamically respond to flood conditions. This existing dynamism accentuates the need to understand river conditions as they relate to salmon habitat to prioritize potential restoration measures. A multitude of basic and applied studies have been conducted on the lower Yuba River, especially during the past 20 years, including studies that examine the rivers' geomorphology, riparian and floodplain vegetation, water quality, and fish habitat and population dynamics. A key selection of those studies are available via links provided in Appendix B, Lower Yuba River References.

Funding Priority

We are requesting proposals that will address the relationship between productivity (defined below), a variety of seasonally available aquatic habitat types, and the interannual variability of flows within the lower Yuba River. Proposed projects should also consider 'natural' or current state of the river compared to restored areas. The scientific study should test hypotheses and utilize sound data collection and analysis methodologies that will ultimately provide recommendations to the RMT for further studies, application of flow management, or other potential management strategies.

Study Topic

There are many studies showing the positive relationship between salmonid growth and survival when juvenile salmonids have access to restored and naturally occurring off-channel areas and floodplains. One of the hypothesized mechanisms for the observed increased growth is that increased productivity of these habitat types provides a greater amount of prey and protective cover available to juveniles, as compared to in-channel habitats. However, many of these studies were conducted in locations (e.g. Sacramento and San Joaquin rivers) that are dissimilar to the lower Yuba River, which is cooler and continues to be dominated by hydraulic mining debris, where spotty riparian growth exists and few restoration efforts have occurred. As such it is unclear whether studies from other rivers are applicable to the lower Yuba River.

The RMT is interested in fostering a better understanding of the productivity within and between seasonally available aquatic habitat types at different inundation zones in the lower Yuba River for potential use by juvenile Chinook salmon and steelhead for rearing. Productivity, in this case, is defined as fish biomass, or as indicators of primary or secondary productivity. Seasonally available aquatic habitat types are defined as habitats that are inundated at flows above baseflow. Areas of particular interest include, but are not limited to, those that become inundated at flows between baseflow (880 or 530 cfs, depending on reach), up to bankfull (5,000 cfs), and full floodplain inundation (21,100 cfs) in the lower Yuba River¹. Building on the longstanding scientific foundation of existing studies (Appendix B), this study could consider the timing, duration, depth, and velocity of flows in these inundation zones as well as any tradeoffs in relative amounts and durations of habitats in different inundation zones and their productivity benefits if flow regime alterations were considered.

Duration, Eligibility, and Funding

Proposals may be submitted by any individual or organization. Researchers at U.S. academic institutions, research laboratories, for-profit companies/firms, nonprofit organizations, and state or

¹ Pasternack 2017; Wyrick and Pasternack 2012 (Appendix B)

federal agencies are all eligible.

Funding for this project will be provided by the RMT on a competitive basis of amounts up to \$100,000. Study duration may be up to two years from award of contract.

Proposal Submission

Full proposals should be sent via email to purchasing@yubawater.org by 5:00 p.m. PST on **November 2, 2020**. Proposals should include all the elements of the Proposal Submission Template (Appendix A) making sure to clearly state the duration of the study, and all components of the study as outlined in Appendix A. Matching funds, including in-kind contributions, are not required but will be given up to a maximum of 2.5 extra points when being scored.

Applications submitted should include two files (PDF files only): 1) Project Summary consisting of the project title and applicant's contact information, study overview, scope of work, timeline and deliverables, project location and access requirements, permit requirements, data sharing plan, budget and budget justification (not to exceed 10 pages total); 2) Supplemental Information — all other attachments combined into one indexed file. Supplemental Information should include team qualifications, maps, and references cited. Applicants are also encouraged to include letters of support within the Supplemental Information file. The application should be written in no smaller than 11-point standard professional font, single spaced with no less than 1-inch margins.

If the proposal is accepted for funding, the successful applicant must comply with all conditions in Yuba Water Agency's draft contract, included as Appendix C, unless exceptions are specified in the proposal.

Reporting Requirements

Funding recipients will be required to submit annual status reports on all research activities, including activity summaries, and research results (when appropriate). The proposers are encouraged to provide informal updates during the monthly RMT meetings. An in-person (or via phone) oral report to the RMT should occur within 1-month of submitting annual reports to resolve questions and feedback.

The final report will detail all research activities, results, impacts, and potential next steps. The final reporting process will also require an in-person oral presentation on study findings to the RMT².

Data Requirements

The RMT will have rights of ownership and use of all data collected as an outcome of a successful proposal. The applicant must adhere to the attached data sharing plan (Appendix D) or propose an acceptable alternative.

Additional Requirements

The lower Yuba River is largely in private ownership. Some landowners have supported technical studies and restoration efforts; others have not or have never been approached. Depending on the study work envisioned, landowner approvals may be required; the awardee will be responsible for

² The RMT meets monthly in Sacramento, CA. In the wake of Covid-19, these meetings have been held virtually.

securing necessary landowner permissions. Projects that require landowner permissions but do not demonstrate that the necessary permissions have been or are likely to be timely granted will not be considered. Additionally, the awardee will be responsible for securing any federal, state, or local permits necessary for implementing the study plan.

The awardee is urged to fully consider landowner permission, restricted river access and permitting requirements in compiling the schedule and budget associated with a proposal.

The RMT may suggest modifications to the proposal prior to grant execution.

Contracting

The successful proposer will enter into a contractual agreement with Yuba Water Agency (YWA), the fiscal agent for the RMT. The general form of agreement is attached as Appendix C; the agreement will be structured to accommodate the proposer’s legal entity (e.g. individual, academic institution, government agency, etc.).

Proposal Guidelines

Proposals should clearly outline the study objectives, data collection and analysis methodologies, research outputs, qualifications of the investigators who would perform the work, where and when the work would be performed, and a detailed schedule and budget. It is critically important to clearly and explicitly articulate how the proposed work addresses the study question.

Proposal Schedule

Webinar	September 25, 2020 at 10:00 a.m. PST
Proposals Due	November 2, 2020
RMT Consideration of Proposals and Follow-up Interviews	December 2020 – January 2021
RMT Selection, Negotiation, and Award	February – April 2021

Webinar

The RMT’s PSN Subcommittee will host an informational webinar and Q&A on Friday, September 25, 2020 at 10:00 a.m. PST. The webinar will be hosted through Webex and can be accessed using the following information.

Video

<https://noaanmfs-meets.webex.com/noaanmfs-meets/j.php?MTID=m53746f53eb48dcc5d844332230699d5f>

Meeting number: 199 173 7780

Password: 5033437777

Phone

(415) 527-5035

Access Code: 199 173 7880

Proposal Evaluation

All proposals received in accordance with these PSN instructions will be evaluated to determine if they are complete and meet the requirements specified in this PSN.

All proposals received in accordance with these PSN instructions will be reviewed, analyzed, evaluated, and scored in accordance with the criteria described below:

Criteria	Maximum Points
Technical Merit	10
Cost and Budget (additional points awarded to proposals that include cost share)	5.5
Scope of Work; Completeness and/or Efficacy	15
Schedule and Deliverables; Practicality	5
Qualifications (an additional point awarded to proposals that include letters of support)	5

If needed, additional information may be requested from the applicant team in order to fairly evaluate a proposal. If such information is required, the proposer will be notified by email and will be given a timeframe in which to respond.

Appendix A. Proposal Submission Template

The proposal text should not exceed 10 pages in length, not including CVs, letters of support, maps, and a bibliography.

Proposal Title:

Applicant:

Contact Person:

Contact email:

Contact phone:

Contact address:

Funding Requested

	Amount	Secured? (Yes/No)	Cash or In-kind?
Request from RMT	\$		
<i>Matching Funds Source A</i>	\$		
<i>Matching Funds Source B</i>	\$		
Total	\$		

Study Overview: Purpose, Background, and Hypotheses

Include a detailed description of the scientific basis for the proposed work, a rationale for the project need, pertinent background information on the study area and/or study design, and hypotheses and potential management implications of the proposed project. Also identify relevant projects (planned or implemented) and how the proposed project will benefit from or expand on those projects.

Scope of Work: Tasks and Work to be Performed

Include a detailed list of tasks and a description of the work to be performed within each task. Ensure that tasks are reflected in the budget and timeline of deliverables.

Timeline and Deliverables

Timeline and Deliverables table (template below) should match Scope of Work section above. Major and minor deliverables, including their due dates should be specified.

Task	Deliverable Title/Description	Due Date
Task 1. Project Management	Xyz	XX/XX/XXXX
Task 2. Xyz	Xyz	XX/XX/XXXX

Project Location and Land Access Requirements

Please describe the location(s) of your proposed project and what land or river access you will require to complete your project, including general timing and frequency of access.

Permit Requirements

Please identify and list all permits that will be required to complete the proposed project. Include a timeline for when you imagine being able to secure the necessary permits. If no permits are required, please provide a justification.

Data Plan

Please provide an explanation of what types of data you expect to produce, how it will be organized, and how you will deliver that data digitally to the RMT. Include your plans for QA/QC, and how you will back-up and store your data to prevent data loss.

Budget and Budget Justification. (funding request not to exceed \$100,000)

Please provide a breakdown of your budget. At a minimum, personnel costs, supplies, equipment and travel expenses, including indirect costs, should be clearly detailed in a table. In addition to the budget table, please include a narrative budget justification which briefly describes how each budget item relates to the project.

Proposal Attachments

Team Qualifications (CV's must be attached)

Letters of Support (optional)

Map(s) (if applicable)

References Cited

Exception Requests

Appendix B. Lower Yuba River References

- [UCD geomorphic references](#)
- [YRDP Relicensing Materials](#)
 - [Pre-Application Document](#)
 - [Study Plans](#)
 - [Initial Study Report](#)
 - [Updated Study Report](#)
- [RMT materials and data](#)

Appendix C. Yuba Water Agency Draft Contract

Yuba County Water Agency

Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between Yuba County Water Agency, a local government agency (“Agency”), and

[Full Contractor Name], a [Insert type and jurisdiction of entity] (“Contractor”), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 Agency shall pay to Contractor a fee based on

The fee arrangement described on the attached Exhibit A.

There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by Agency. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to Agency an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, Agency shall pay the invoice within 30 days of its receipt.

2.3 The Agency shall not pay Contractor for travel unless approved in writing in advance and then Agency shall pay approved travel and other incidental and necessary expenses at Contractor actual cost. No markup above Contractor’s actual cost will be paid by the Agency for these expenses. Mileage for travel will be paid at the Standard Mileage Rate in effect set by the Internal Revenue Service.

3 Term

3.1 This Agreement shall take effect on the date signed and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence

in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by Agency for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by Agency upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by Agency based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. Agency has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

[The following section should be removed, and section 4.1 should become unnumbered, when the Agency is not requiring the Contractor to designate key personnel.]

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: *[describe Contractor's key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A]*. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify Agency and shall, subject to Agency's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by Agency to evaluate the proposed substitution. Agency shall evaluate Contractor's request and Agency shall promptly notify Contractor of its decision in writing.

5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and Agency's conflict of interest code because Contractor will perform the Work independent of the control and direction of the Agency or of any Agency official, other than normal contract monitoring, and Contractor possesses no authority with respect to any Agency decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. Agency may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to Agency ("Work Product") shall be the property of Agency, and Agency shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without Agency's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, Agency reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the

Work Product. If Agency reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then Agency shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to Agency in paper format, upon request by Agency at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to Agency in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the Agency or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by Agency. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by Agency. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the Agency or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, Agency policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than Agency or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the Agency, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or

electronic) and shall provide a written statement to the Agency that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

[If the Work does not include the types of work described in section 9.2.1, then all of 9.2, and the subsections to 9.2, can be omitted, and section 9.1 made unnumbered.]

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any Agency facility, plant, building, structure, utility system or other property (“Agency Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any Agency Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on Agency machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing

rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to Agency up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to Agency the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

[The following paragraph should be deleted if the contract is not subject to funding conditions under a grant or loan agreement (such as DACI, IRWM).]

9.3 Contractor may perform some of the Work pursuant to funding provided to the Agency by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on Agency and its sub-recipients (the "Funding Conditions"). For any such Work, if Agency informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to Agency's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless Agency, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors.

The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of Agency or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: *[The general liability and automobile coverage limits may be adjusted, in consultation with Agency Contracts and Procurement and Risk Management, depending on the Work’s overall risks, cost and complexity.]*

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$5,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$2,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers’ compensation	Statutory limits	
Employers’ liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

[Professional liability insurance is required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor or attorney. It is required for Consultants when the Agency will rely heavily on the data that they are providing to make Agency decisions.]

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name Agency, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Agency's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to Agency. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A-:VII or better unless otherwise acceptable to Agency. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of Agency for the Work performed by Contractor.

11.2 Proof of Insurance. Upon request, Contractor shall provide to Agency the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 Bonds

[This section should be deleted if the contract does not exceed \$25,000 for work involving a public work or when bonds are otherwise not required.]

Promptly upon execution of this Agreement, or Task Order if applicable, and prior to the commencement of any of the Work, Contractor shall obtain at its sole cost and expense and provide to Agency a performance bond and payment bond each in the amount of 100% of the amount of this Agreement. The bonds must be issued by a surety admitted and in good standing in California and be in a form acceptable to Agency. The bonds must comply with California Civil Code sections 9550 and 9554 and applicable provisions of the California Bond and Undertaking Law (Cal. Code of Civil Procedure § 995.010 et seq.).

13 Protection of Work and Safety.

13.1 Contractor shall be responsible for the care of all Work until its completion and final acceptance by Agency; and it shall at its own expense replace damaged or lost materials or supplies and repair damaged parts of the Work or the same may be done by the Agency and the Contractor and its sureties shall be liable thereof.

13.2 To the extent applicable to the Work, Contractor shall be solely responsible for all safety of the Work and workers under its direction and control during the performance of the Work. The requirements of this subsection 13.2 shall apply continuously and not be

limited to normal working hours. Contractor shall comply with federal, state and local safety laws, regulations, ordinances and codes applicable to the Work. All labor, materials and supplies employed by Contractor on the Work shall be in strict accordance with all applicable federal, state and local laws rules, regulations and codes. Contractor shall carefully instruct all personnel working in potentially hazardous work areas to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. If applicable to the Work under this Agreement, Contractor shall have at least the following safety programs in place: (i) an Injury/Illness Prevention Program that complies with the requirements of Section 3203 of Title 8 of the California Code of Regulations; (ii) a written Hazard Communication Program that complies with the requirements of Section 5194 of Title 8 of the California Code of Regulations, including the requirements of 8 CCR section 5194(e) and Proposition 65; and (iii) a Confined Space Entry Program that complies with the requirements of Sections 5156-5158 of Title 8 of the California Code of Regulations. Nothing in this subsection 13.2 is intended to limit Contractor's obligations and liability for complying with any applicable federal or state safety laws, regulations, ordinances, and codes not specifically enumerated or mentioned herein.

13.3 In cases of work in, around or adjacent to Agency's hydroelectric power generation, transmission and distribution facilities that is deemed to be "covered work", Contractor and Agency shall, before Contractor begins work, exchange information on the hazards, conditions, characteristics, design, and operation of Agency's hydroelectric power generation, transmission and distribution facilities involved in or within the site of the work, and to coordinate Agency's and Contractor's work rules and procedures to protect both parties' employees, as required by Parts 1910 and 1926 of Title 29 of the Code of Federal Regulations. Contractor shall be solely responsible for providing relevant information and communications to all subcontractors involved in such covered work and for making all assessments of the facility hazards as provided in Parts 1910 and 1926 of Title 29 of the Code of Federal Regulations. Any costs incurred by Contractor for complying with this rule shall be deemed to be included in the contract amount and shall not be subject to any claims as an extra cost item.

13.4 Agency's review and inspection of Contractor's performance shall not include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding or safety measures, in on, or near the job site. Contractor is responsible for ensuring that safety of their equipment, means and methods are within safe practices as required by regulatory agencies.

14 General Provisions

14.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

14.2 **Independent Contractor.** Contractor's relationship to Agency is that of an independent contractor. All persons hired by Contractor and performing the Work shall be

Contractor's employees or agents. Contractor and its officers, employees and agents are not Agency employees, and they are not entitled to Agency employment salary, wages or benefits. Contractor shall pay, and Agency shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify Agency, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

14.3 Subcontractors. No subcontract shall be awarded nor any subcontractor engaged by Contractor without Agency's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to Agency in the manner provided in section 11 of this Agreement.

14.4 Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

14.5 No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by Agency to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

14.6 Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

14.7 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where Agency's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

14.8 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

Agency:

Yuba County Water Agency
Attn: Procurement and Contracts
1220 F Street
Marysville, CA 95901
Phone: 530-741-5000
E-mail: purchasing@yubawater.org

Contractor:

Company Name

Attn:

Address

City, State Zip

Phone

E-mail:

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

14.9 Signature Authority. Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

Yuba County Water Agency:

Dated: _____

By: _____

Willie Whittlesey, General Manager

[Name of Contractor]:

Dated: _____

By: _____

[Name/Title]

Exhibit A

Scope of Work

Contract Term:

[Start Date through End Date]

[Example: March 1, 2018 through June 30, 2021]

Scope of Work:

[Detail the type of work/services that will/may be requested including skills or specialties of this contractor.]

Example below:

Contractor shall provide professional consulting, engineering and testing services to the Agency focusing on generator control and compliance with the regulatory requirements imposed by NERC, Regional Reliability Organizations, and Independent System Operators. Contractor shall provide the engineering and consulting services to the Agency in response to specific requests made using a Task Order and shall notify the Agency of a perceived or potential conflict of interest related to the specific request. Each Task Order shall be properly executed by both the Agency and Contractor. All Task Orders shall be prepared and executed on the Agency's Task Order Form. No Task Order will be binding until it has been signed by an authorized representative of each party.]

Exhibit B

Contractor Rate Schedule

[Insert below or attached. If attached, list number of pages.]

Rate schedule updates shall be emailed annually to purchasing@yubawater.org. Agency reserves the right to review and approve any rate schedule updates.

Appendix D. Data Management and Sharing Policy

Environmental data and information collected and/or created under RMT-funded grants and cooperative agreements must be made visible, accessible, and intellectually accessible, in a timely manner (typically no later than one (1) year after the data are collected or created or by the end of the grant period, whichever is later).

The Data Management and Sharing Plan you submit may be posted to the internet by the RMT, and serves to document how the recipient intends to comply with their award conditions related to collecting and making data available to the public. The RMT is not offering specific technical guidance regarding data format or archiving. Proposals are to describe their proposed approach. Use of open-source and standard formats and methods is encouraged. Proposals are permitted to include the costs of data sharing or archiving in their budgets.

Data Management Plans

Each proposal submitted to the RMT should contain a Data Management and Sharing Plan. These plans should include:

- The type(s) of data to be collected during all phases of the project,
- The type(s) of metadata associated with data collection for each data type(s). Include industry-standard references where applicable,
- The type(s) of data to be created during the course of the project,
- Approach to long-term data storage and dissemination upon completion of the project,
- The standards to be used for data/metadata format and content, and
- Methods for providing data access.

Suggested Data Management and Sharing Plan Example:

The [project name], implemented by [applicant name] will generate environmental data and information, including [type(s) of data that will be collected].

Datasets will include [additional detail regarding data collection methods, quality control and metadata].

Data will be collected by [person/group collecting data] according to the procedures described in [application/manual/published article], and stored [location/method of data storage].

The data will be available [where/how] starting on [date].

In the past, we have shared similar data by [past data sharing methods, if any].