



Invitation to Bid

Bid Due Date: January 4, 2022

Lower Arkansas-Maumelle HUC-8 Watershed Monitoring & Assessment

The National Audubon Society (NAS), dba Audubon Delta, is inviting bids from a qualified contractor to complete monitoring and assessment on the Lower Arkansas-Maumelle HUC-8 watershed system in central Arkansas (Phase 1), which will later be used (in Phase 2) to develop a SWAT model and a 9-element watershed management plan. This invitation to bid is for Phase 1 only.

NAS will consider all proposals (bids) and qualifications submitted, in full compliance with the guidelines below, that are delivered to Jonathan Young, 4500 Springer Blvd., Little Rock, AR 72206 or submitted electronically to jonathan.young@audubon.org on or before 5:00 pm local time on January 4, 2022. Bids shall not exceed \$80,360.

Receipt of bids will be confirmed by email reply within one week of receipt.

Statement of Work

1. Background and Overview: NAS is recruiting a contractor that will work with us and our project partners to complete the deliverables of a Section 319(h) grant workplan budget and timeline. The grant project period is 10/01/2021 through 03/30/2025. The work to be done is monitoring and assessment on the Lower Arkansas-Maumelle HUC-8 watershed in central Arkansas. Specifically, twelve (12) of the HUC-12 sub-watersheds shall be monitored, with special attention to two (2) high profile watersheds that are a part of this HUC-8, Fourche Creek and the Maumelle River. Fourche Creek is listed on the Arkansas 2018 303(d) list for dissolved oxygen, sediment/siltation, fecal coliform, zinc and copper. The Maumelle River is the primary drinking water source for all of central Arkansas. The monitoring effort in this phase will extend for three years and be focused at the HUC-12 sub-watershed level to delineate loading of pollutants and potential sources of loading to the overall HUC-8 watershed. Monitoring shall include water quality sampling, flow measurement and non-point source (NPS) field assessments. Data collected during this project will ultimately be used by NAS and our project partners to develop a SWAT model, identify and rank NPS and prepare a 9-element watershed management plan (WMP), all of which will occur in a Phase 2 project, to be applied for under a new 319 grant.

2. Objective: The objective of the project is to collect sufficient data over a three-year period that can later be used to develop a SWAT model and a 9-element watershed management plan for the Lower Arkansas-Maumelle HUC-8 watershed. Monitoring shall include water sampling, flow measurements, and NPS field assessments. Collection of physio-chemical data from the major HUC-12 drainages in the watershed shall be completed bi-monthly for three (3) years in an effort to quantify loading of key pollutants (those affecting oxygen such as nutrients and turbidity (sediment) and metals) in the HUC-8 watershed, and delineate possible sources of the pollutants. These data will be used along with historical data collected by various entities and agencies from various locations in the HUC-8 watershed. The HUC-12 sub-watersheds that are targeted for monitoring in this project are (see Figure 1):

1. Brown Creek-Maumelle River
2. Bringle Creek-Maumelle River
3. Reece Creek-Maumelle River
4. Fletcher Creek-Maumelle River
5. Coleman Creek-Fourche Creek
6. Owner Creek-Fourche Creek
7. McHenry Creek-Fourche Creek
8. Little Fourche Creek
9. Lorange Creek
10. North Bayou-Plum Bayou
11. Beaverdam Bayou-Plum Bayou
12. Harris Bayou

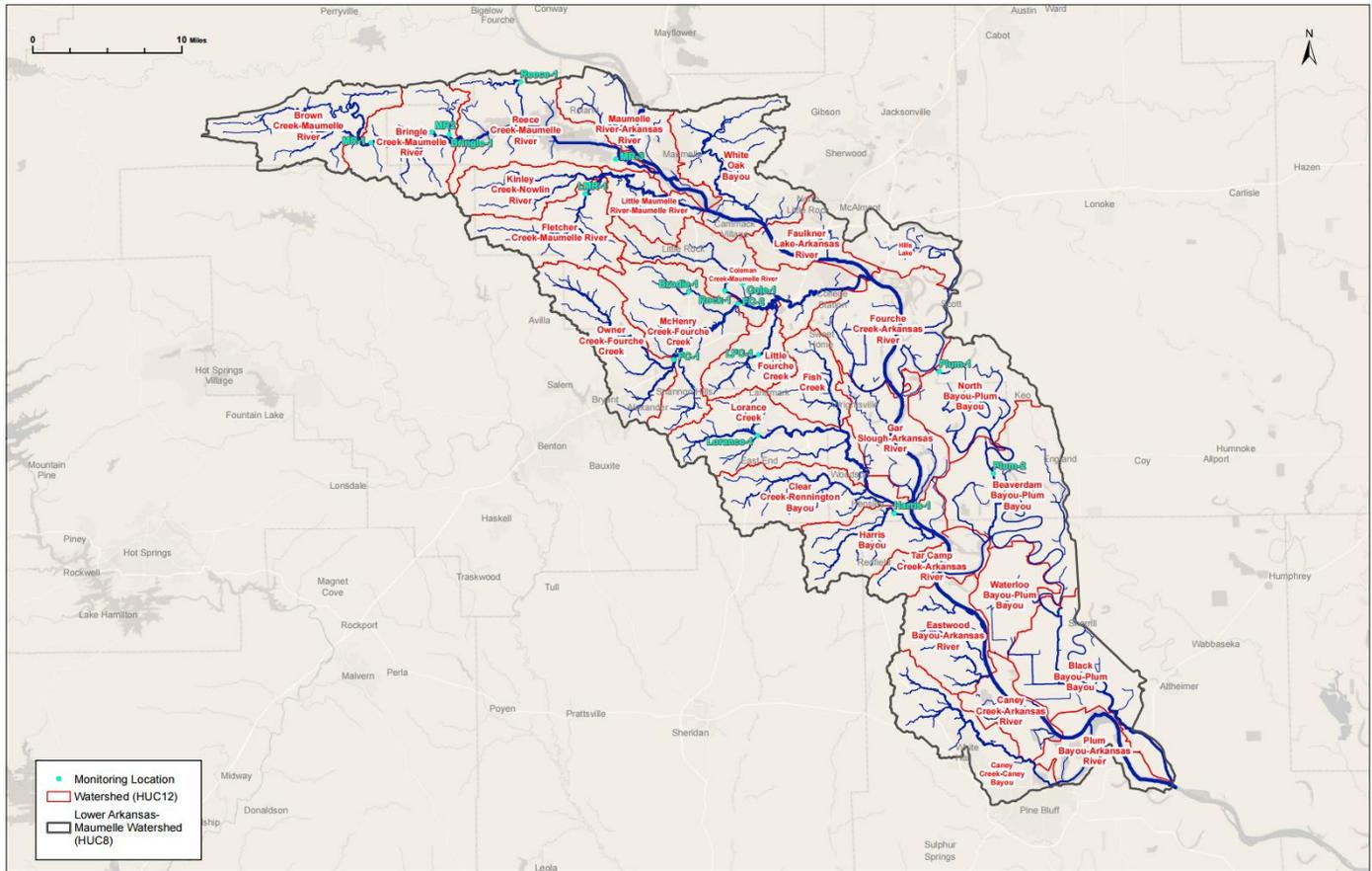


Figure 1. HUC-8 watershed depicting HUC-12 sub-basins and proposed monitoring locations.

3. Tasks:

3.1 QAPP. Prepare a QAPP to direct monitoring efforts completed for the project and ensure they meet the objectives of the project and provide accurate and precise data. The QAPP shall be reviewed and approved by the Arkansas Department of Agriculture Natural Resources Division (ADA) and US Environmental Protection Agency (EPA).

3.2 Monitoring and Assessment. Water quality shall be monitored bi-monthly (two times each month) to supplement previous monitoring data collected in the watershed and to quantify pollutant concentration and loading from sub-watersheds during a range of flow events. In addition, watershed NPS assessment efforts shall be focused on the identification of stream impacts/threats and possible non-point sources.

Subtask 3.2.1 Historical data evaluation and monitoring site reconnaissance. Complete a cursory review of past studies to aid in monitoring site selection. Review proposed monitoring sites and complete reconnaissance to select appropriate, representative, and safe sample locations.

Subtask 3.2.2 Sample Collection. Twenty-four (24) samples (2/month) shall be collected from each of approximately 16 sample locations each year for a three-year period, which will result in a total of 384 samples per year. Most samples shall be collected during normal flow conditions for each represented season. However, at a minimum, two (2) of the samples each year shall be collected during high flow events, within 24 hours of a storm event that created run-off in the watershed. Two (2) duplicate samples shall be collected for each sample event (48 duplicate samples each year). One field blank sample shall be collected during each study year, totaling three over the three (3) years. Samples shall be analyzed for several key parameters including TSS, total phosphorus, ortho-phosphorus (or SRP), nitrate-nitrite-N, ammonia and TDS. Fecal (or E-coli), copper and BOD5 samples shall be collected quarterly in key Fourche Creek watershed sample stations (seven stations). The Arkansas Water Resources Center laboratory shall complete all analytical analyses. Samples shall also be collected by and in coordination with the University of Arkansas at Little Rock (UALR) and aided by Central Arkansas Water (CAW) staff as needed in the upper watershed. CAW will also be actively collecting data in the Maumelle River watershed during the 3-year study as part of their routine annual monitoring. Their historical and current (on-going) data from the associated streams and lake system will be used to help assess loading and impact from NPSs and to determine appropriate reductions strategies for the Maumelle River system, should any be determined necessary. Arkansas DEQ runs four monitoring stations in the watershed (ARK0131, ARK0147C, ARK0147F, ARK0147H) that will also be used in the watershed assessment. Any analytical data collected by CAW or DEQ used in the WMP will meet QAQC requirements similar to that of this study or of sufficient quality for regulatory reporting.

Subtask 3.2.3 Cation/anion analysis. In addition to the routine parameters for watershed assessment and 303(d) analysis described above, UALR will also be evaluating the contribution of groundwater to the stream system through analysis of cations/anions. These data, coupled with their geologic analysis of sub-watersheds, will aid in assessment and delineation of the impact of the urban landscape on the baseflow portion (groundwater) of the surface water.

Subtask 3.2.4 In-situ Measurements. In-situ parameters shall be measured during each sample event and shall include pH, dissolved oxygen, specific conductance, temperature and turbidity. Flow shall also be measured during each sample event following the USGS velocity-area method, conditions allowing. Flow monitoring devices (gauges) already in place shall be maintained and rating curves updated.

Subtask 3.2.5 Stream Gaging and Level Loggers. Stream gages operated by the USGS or local municipalities already exist in approximately seven of the key sub-watersheds in the project area. These gages shall be sufficient for flow and loading calculation for those areas. The existing gages maintained by CAW will be sourced as match for this project. New water-level loggers shall also be installed in six (6) of the remaining (un-gaged) stream stations and rating curves developed for each logger in order to cover the majority of overall HUC-8 watershed flow. That is, the majority of flow from each of the 12 monitored HUC-12 sub-watersheds either already has a gage or will have one installed for this project. Data from these loggers will be used to better assess pollutant loading in key areas. It is the applicant's responsibility to purchase six level loggers.

Subtask 3.2.6 Unified Stream Assessments. Complete USAs in each of the primary (monitored) HUC12 sub-watersheds. These on-the-ground assessments, based on that of the Center for Watershed Protection, shall identify key pollutant sources, including potential stream bank and channel erosion,

storm water outfalls, impacted riparian areas, urban trash, etc. Approximately 16 stream reaches shall be assessed consistent with monitoring station locations (Figure 1).

Subtask 3.2.7 Biological Assessment. Complete screening level bioassessments in each of the primary (monitored) HUC12 sub-watersheds. Approximately 16 stream reaches shall be assessed consistent with monitoring station locations (Figure 1). Macroinvertebrates shall be collected, and screening level assessments completed, consistent with DEQ use assessment protocols. Data shall be used to evaluate stress (overall impact of water quality) on each community in each stream system to help facilitate accurate critical sub-watershed ranking. Qualitative habitat analysis following EPA RBA protocols shall also be completed in each assessment reach.

Subtask 3.2.8 WQX Database. Upload data to the Water Quality Exchange (WQX) database.

Subtask 3.2.9 Reporting. Work with Audubon on writing quarterly, annual, and final reports to the ADA. The final report for this project shall include a summary of the data with analysis on sub-watershed loading and key NPS identified. Results shall be sufficient for planning use even before a WMP is developed.

4. Timing of Award: NAS intends to award the contract the week of January 31, 2022. The selected contractor will negotiate a final contract with NAS. NAS reserves the right to accept or dismiss the proposal received as a result of this Invitation to Bid, to negotiate with your firm, or to cancel this request, if it is in the best interest of Audubon and involved parties to do so. This request does not commit Audubon to award a sub-contract, to pay any costs incurred in preparation of a response to this request, or to procure or contract for further services or supplies. Audubon also reserves the right to waive any irregularity, informality, or technicality in the proposal in its best interest, and is not obligated to award a contract.

5. Commitment to Diversity: Audubon promotes a diverse workplace and is an equal opportunity employer. It is the policy of Audubon to contract with the best qualified person regardless of race, color, religion, age, sex, sexual orientation, national origin, disability or marital status.

6. Compensation: If Audubon enters into a professional services contract with your firm, compensation for the services rendered will be based upon percentage of completion with an agreed maximum not to exceed value. Work should begin around March 1, 2022, and adhere to the strict project timeline.

7. Use of Subcontractors: If the work to be performed by your company requires the hiring of subcontractors, you must clearly state this in your proposal and identify the subcontractors and define the work to be executed. Audubon will not refuse a proposal based on the use of subcontractors; however, we retain the right to refuse the subcontractors you propose to engage.

8. Bid Packet: The bid packet must contain a detailed timeline with budget milestones. Please also provide a summary of and references for 3 similar projects.

SAMPLE NAS INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is hereby made between National Audubon Society, Inc. (“Audubon”) and _____ (“IC”) according to the following terms and conditions:

1. CLIENT: Audubon is identified as follows:

Name: National Audubon Society, Inc.
Address: 225 Varick Street 7th Floor
New York, NY 10014
Business Telephone: (212) 979-3000

-and-

Audubon Office

Contracting for Services:

Address:
Project Manager’s Name:
Business Telephone:
E-mail:

2. INDEPENDENT The IC is identified as follows:

CONTRACTOR:

Name:
Type of Entity: () Sole Proprietorship
() Partnership () Corporation
() Individual
() Other _____

Address:

Contact:

Business Telephone:
E-mail:

3. WORK TO BE IC shall perform the following services for Audubon:

PERFORMED:

4. PAYMENT AMOUNT AND TERMS: Audubon shall pay IC according to the following terms and conditions:

Audubon is exempt from Federal Excise Taxes, and is also exempt from state and local sales or use taxes in the following states: Colorado, Connecticut, Florida, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Missouri, New Mexico, New Jersey, New York, Ohio, Pennsylvania, Tennessee, Texas, Utah, Vermont, Virginia, Washington DC, Wisconsin, and Wyoming. IC agrees that it has not included such taxes in the payments to be made by Audubon.

IC acknowledges and agrees that IC must complete and deliver to Audubon a W-9 form before Audubon can make any payments to IC.

5. TERM OF AGREEMENT: This Agreement will take effect on _____ and will terminate on _____, or upon completion of IC's services satisfactory to Audubon, whichever is sooner.

6. REIMBURSEMENT OF EXPENSES: Audubon shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing, and, in any case, Audubon will not reimburse IC for any expenses unless IC submits to Audubon complete documentation therefor within thirty (30) days of termination of this Agreement.

7. INDEPENDENT CONTRACTOR: IC will perform services hereunder as an independent contractor and not as an Audubon employee. IC shall supply, at IC's sole expense, all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. IC shall be responsible for the payment of United States FICA, FUTA, other self-employment taxes and all federal, state, local and, if applicable, foreign income taxes with respect to the compensation paid to IC by Audubon, and shall indemnify and hold harmless Audubon against claims made in respect thereto. IC acknowledges and agrees that IC shall not be entitled to receive from Audubon any statutory or fringe benefits of any kind, including without being limited to those extended by Audubon to its own employees. IC is not eligible to claim or collect unemployment insurance benefits based on work performed as an independent contractor for Audubon. No Workers' Compensation insurance shall be obtained by Audubon concerning IC or the IC's employees. IC shall comply with the Workers' Compensation law concerning IC and IC's employees. IC acknowledges that IC's Workers' Compensation coverage is IC's sole remedy for any injury incurred performing work for Audubon, including work performed on Audubon's premises. IC hereby knowingly and voluntarily waives any right to claim any coverage and/or benefits under Audubon's insurance coverages. IC declares that IC has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement. IC agrees that even if a court or government agency determines that IC and Audubon have had a common law employer-employee relationship, IC will still be bound by this Agreement and will not be entitled to receive from Audubon or have Audubon provide on IC's behalf any different or additional pay, or any benefits, insurance coverage, tax payments, or withholding, or compensation of any kind. IC hereby knowingly and voluntarily waives any right to claim any such benefits or payments on the basis of the performance of services under this Agreement.

8. NO AUTHORITY TO BIND AUDUBON: IC has no authority to enter contracts or agreements on behalf of Audubon. This Agreement does not create a partnership, joint venture or agency relationship between the parties hereto.

9. **GRANT OF RIGHTS:** If the work to be performed by IC for Audubon hereunder includes the creation and delivery of any materials subject to copyright protection (the “Materials”), IC acknowledges that the Materials are specially ordered or commissioned by Audubon and constitute a “work made for hire” for copyright and other purposes. Audubon shall be the sole and exclusive owner of all right, title and interest in and to the Materials, including, without being limited to, any copyrights therein and all associated reproduction, distribution and exploitation rights in any and all media, whether now known or hereafter invented, including all formats of computer-readable, electronic, magnetic, digital, laser or optical-based media. If for any reason the Materials or any component thereof are not considered a “work made for hire” for copyright purposes, IC hereby assigns to Audubon all of its rights, including the copyright and any renewals thereof, in and to the Materials and any component therein.

10. **NO USE OF NAME:** IC shall not use Audubon’s name or the name of any Audubon employee in any manner for any purpose whatsoever to imply that Audubon endorses or supports IC (including publicly naming Audubon as a client), without Audubon’s prior written consent.

11. **REPRESENTATIONS AND WARRANTIES:** IC represents and warrants that (i) the Materials will be originally and specifically developed by IC for Audubon in fulfillment of this Agreement; (ii) no part of the Materials will defame or libel, or infringe upon or violate any patent, copyright, trade secret, trademark, right of privacy or publicity, nondisclosure or any other proprietary or property rights of any third party; (iii) IC is financially responsible and experienced in and competent to perform the type of work required hereunder, shall comply with all applicable laws, ordinances and regulations governing the work required hereunder; and is licensed pursuant to any applicable federal, state, or local licensing requirements; and (iv) IC has the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder.

12. **REVIEW AND APPROVAL:** Audubon shall review all work performed under this Agreement and shall have final approval of all decisions relating to the creation or production of the Materials.

13. **EMPLOYEE PERFORMANCE:** If Audubon reasonably objects to the manner of performance of any employee of IC, IC shall immediately take all necessary actions to rectify the objections, including if necessary, the prompt removal of the employee from the provision of services to Audubon.

14. **CONFIDENTIALITY:** IC shall treat as confidential all data, records and accounts, information, operations, policies, procedures, personnel, marketing plans or prospects and all other information, which becomes known to it through its activities hereunder and which is not otherwise in the public domain or rightfully obtained from another source. During the term and after termination of its services to Audubon, IC shall not use or disclose any such protected information, except in accordance with the terms of this agreement or as required by law, regulation or court order. All records, reports, notices, valuations, lists, data and other documents prepared by IC shall be the property of Audubon and IC shall deliver any such documents to Audubon upon Audubon’s request. Additionally, IC shall obtain from all sources, third parties or subcontractors utilized by it in completing its work hereunder, a signed written statement agreeing to the provisions of this Article.

15. **FINANCIAL RECORDS:** Audubon shall have the right to audit all financial records of IC pertaining to Audubon. All financial records must be maintained separately from all other accounts.

16. **SUFFICIENT USE OF PRECAUTION:** If IC, either as principal, or by its agents, contractors, or employees, enters upon Audubon’s premises or property in connection with the services provided pursuant to this agreement, IC hereby covenants and agrees to take, use, provide and make proper, necessary, and sufficient precautions, safeguards, and protection against the concurrence or happening of any accidents, injuries (including death), damages, or hurt to any person or property during progress thereof.

17. **INDEMNIFICATION:** IC shall indemnify, defend and hold harmless Audubon, its officers, directors, members, employees and agents from and against any and all claims, demands, causes of action, damages, judgments, losses, liabilities, costs and expenses (including reasonable attorney's fees incurred by Audubon in defense of a third party action or to enforce the provisions of this paragraph against IC) arising or resulting, whether directly or indirectly, from any action or failure to act on the part of IC or breach by IC of any of its obligations, representations and warranties under this Agreement; provided, however, that in no event shall IC be liable for incidental or special damages.

18. **INSURANCE:** IC shall procure and maintain the following insurance with the following coverages and minimum limits until three months after completion of the services by the IC:

(a) **Certificates of Insurance.** IC shall pay for and deliver to Audubon within 10 days after this Agreement is executed, and before commencing services, certificates of insurance. Said certificates of insurance, on standard forms issued by IC's insurers or authorized representatives of IC's insurers, shall be sufficient to evidence coverage. IC's failure to deliver said certificates shall not relieve IC of any liability in connection with the obligations of this Article. In addition, Audubon may cancel the Agreement on 10 days notice, and Audubon shall be relieved of all liability to IC regardless of any work performed or materials furnished unless, within such 10-day period, IC delivers said certificates of insurance to Audubon.

(b) **Coverage.** IC shall provide and maintain in full force, the following insurance coverages, unless otherwise noted, in not less than the following amounts:

(i) **Workers Compensation and Employers Liability Insurance,** including occupational disease, disability benefit, and other similar insurance required by applicable law, with a minimum limit of \$100,000 per accident, per employee;

(ii) **Comprehensive General Liability Insurance** with a combined single limit of \$1,000,000 per occurrence, and \$2,000,000 general aggregate for bodily injury, including death, product liability and property damage;

(iii) **Comprehensive Automobile Liability Insurance** (owned, non-owned, and hired) with a combined single limit of \$1,000,000 for bodily injury, including death, and property damage; and

(iv) **Excess Liability (Umbrella) Insurance** with limits of \$3,000,000 per occurrence and aggregate.

(c) **Audubon Named As Additional Insured.** Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and any Excess Liability policies shall be endorsed to name National Audubon Society, Inc. as an additional insured and shall be written to cover claims incurred, discovered, manifested or made during or after expiration of the contract. The insurance required pursuant to this Article shall be primary coverage; any insurance Audubon may purchase shall be excess and noncontributory.

(d) **Full Coverage Availability.** IC represents and warrants that no claims have been made to date under the insurance policies evidenced by the certificates of insurance. IC shall notify Audubon immediately of any claims made under its insurance policies evidenced by the certificates of insurance.

(e) **Policy Expiration.** In the event that the insurance policies evidenced by the certificates of insurance will expire during the term of this Agreement, IC shall deliver to Audubon, at least 30 days before said insurance policies expire, new certificates of insurance that conform with and are subject to the requirements, representations, and warranties of this paragraph.

(f) **Subcontractors.** IC shall require all subcontractors, unless otherwise approved by Audubon, to also carry insurance equal in kind and amount to that required by this paragraph.

19. **TERMINATION WITHOUT CAUSE:** Without cause, Audubon may terminate this Agreement upon 7 days written notice to IC of its intent to terminate without cause. The parties shall deal with each other in good faith during the 7-day period. IC shall be paid for all work performed in a satisfactory manner to the date of termination, and IC shall deliver all work product to Audubon immediately following termination.

20. **TERMINATION WITH CAUSE:** With reasonable cause, Audubon may terminate this Agreement effective immediately upon Audubon giving IC written notice of termination for cause. Reasonable cause shall include but is not limited to:

- A. violation of this Agreement;
- B. any act exposing Audubon to liability to others for personal injury or property damage.

IC shall deliver all work product to Audubon immediately following termination. Audubon may pursue all available remedies against IC, including civil legal action, following termination.

21. **NOTICES:** Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party, by facsimile, or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this article.

22. **NON-WAIVER:** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

23. **ENTIRE AGREEMENT:** This is the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements.

24. **AMENDMENTS:** This Agreement may be supplemented, amended or revised only in a manually signed document by agreement of the parties.

25. **SEVERABILITY:** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

26. **NO ASSIGNMENT:** IC acknowledges that the services to be performed by IC for Audubon are of a personal nature, and IC agrees not to assign this Agreement, in whole or in part, to any other person or entity without Audubon's prior written consent.

27. **CHOICE OF LAW; JURISDICTION:** This Agreement is entered into in the State of New York and shall be construed in accordance with the internal substantive laws of New York applicable to contracts to be wholly performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the State Courts of or the Federal court in the State and County of New York; except that in the event either party is sued by a third party or joined in any other Court or in any forum by a third party in respect of any matter which may give rise to a claim hereunder, the parties consent to the jurisdiction of such court or forum over any claim which may be asserted therein between the parties thereto. The parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

28. **COMPLIANCE WITH FEDERAL LAW:** In compliance with the law as provided in the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), IC certifies that IC and IC's key employees 1) have not provided, and will take all reasonable steps to ensure that they do not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts; 2) do not appear on lists of Specially Designated

Nationals and Blocked Persons maintained by the U.S. Treasury's Office of Foreign Assets Control (available online at www.treasury.gov/ofac/downloads/t11sdn.pdf) or of individuals or entities designated by the United Nations Security Council Sanctions Committee as associated with any terrorist organization; and 3) have not and will not make, give, promise, or offer any payment, directly or indirectly, to any foreign government employee or official (a) in contravention of any U.S. or other applicable law or regulation and (b) without the express consent of the government for which the employee or official works, if the payment is intended to influence any official government act or decision, to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty, or to obtain or retain business for, or direct business to any individual or entity.

29. **JOINT AND SEVERAL LIABILITY:** If two or more persons sign this Agreement as ICs, each such person shall be jointly and severally liable for the performance of all the terms and conditions of this Agreement.

The parties hereto have executed this Agreement as of the latest date shown below.

NATIONAL AUDUBON SOCIETY, INC.

By: _____ Date: _____

Print Name:

Vice President

INDEPENDENT CONTRACTOR:

Name of IC

By: _____ Date: _____

Print Name:

Title: