

The Nature
Conservancy



Protecting nature. Preserving life.



Verde NRCD

VERDE DITCH PIPING INSTALLATION SERVICES GRIEF WASH

REQUEST FOR PROPOSAL

RFP NUMBER: WC1-058-2023-01

VENDOR MUST HAVE EXPERIENCE INSTALLING HDPE PIPE EQUAL OR GREATER THAN 16"

AUGUST 22, 2025



CONFIDENTIAL

Disclose and distribute solely relevant parties of The Nature Conservancy and Verde NRCD having a need to know
and to potential vendors' employees with a need to know.

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The Verde Natural Resource Conservation District (NRCD) and The Nature Conservancy in Arizona are soliciting proposals from construction vendors. Those receiving this Request for Proposal (RFP) are referred to as "Vendor." THIS IS NOT AN ORDER.

The Verde NRCD is a subdivision of the State Land Department functioning to promote the sustainable use and conservation of natural resources by facilitating technical and financial assistance to district cooperators. The NRCD is committed to conserving our ecological heritage through interactive promotion of educational activities and outreach.

THE NATURE CONSERVANCY (TNC) is a District of Columbia, USA, non-profit corporation with its principal place of business in Arlington, Virginia, USA. TNC has offices across the U.S. and in over 79 countries and territories around the world.

Background

The Nature Conservancy and the Verde Natural Resources Conservation District are seeking proposals for a comprehensive project involving the procurement and installation of a 48-inch High Density Polyethylene (HDPE) pipeline, serving to replace an earth irrigation ditch stretching across a span of 5,200 feet. This project seeks to transition from an open ditch system to a piped infrastructure to effectively address prevalent seepage issues, bolster water flow, and alleviate ongoing maintenance requirements.

Scope of Work

The selected vendor will be responsible for:

- Procurement of 5,000 LF of 48” IPS DR 32.5 HDPE pipe and 200 LF of 48” IPS DR 26 HDPE pipe, appropriate turnouts, and the requisite concrete structures specified within the comprehensive engineering design
- Undertaking land preparation activities, encompassing the clearance of trees, shrubs, as well as the smoothing, leveling, and precise grading of the ditch. These efforts aim to align with the specified elevations articulated within the engineering design
- Fusion welding of pipes using a fusion machine provided by the Vendor
- Installation of turnouts and structures in accordance with the detailed engineering design
- Backfilling of the pipeline that will be done using source fill and in accordance with engineering specifications, ensuring structural integrity and optimal functionality
- Ensuring strict compliance with Occupational Safety and Health Administration (OSHA) guidelines for safety during all phases of construction is imperative
- The RFP submittal will be based on the engineering ‘concept plan’, a final design will be provided to the selected vendor one month prior to construction, and associated changes in cost will be negotiated by all parties.

Technical Requirements

The select vendor will be responsible for:

- 5,000 LF of 48” IPS DR 32.5 HDPE pipe and 200 LF of 48” IPS DR 26 HDPE pipe will be procured and installed as per engineering design.
- Construction activities will take place from November 15, 2025, to March 15, 2026. This is the window when the irrigation ditch remains dry, and farmers do not require water, as the project seeks to avoid any interference with essential agricultural activities.

- Access to the project site will be guaranteed via the easement on Verde Irrigation Ditch. To ensure an efficient and coordinated approach, The Nature Conservancy, the Verde NRCD, and the Vendor will collaboratively negotiate staging locations for pipes and materials, facilitating seamless project execution.
- Close coordination and collaboration between the Vendor and the project engineer are indispensable throughout the installation process. This partnership aims to ensure stringent compliance with engineering design flows, guaranteeing the pipeline's optimal functionality and performance upon completion.

Submission Requirements

Interested vendors should submit the following:

1. Company profile and relevant experience
2. Detailed quote including costs for materials and installation
3. Timeline for completion of the project
4. Three (3) references from previous clients within the past three years with permission to contact
5. Any additional value-added services offered

Submission Deadline

All quotes must be submitted by Thursday, September 18, 2025 by 5 pm MST to the following contact:

Alicia Peck
Alicia Peck Consulting, LLC
alicia@aliciapeckconsulting.com

Activity	Date(s)
Requests for Proposal published	September 2, 2025
Vendors submit Requests for Information	September 2 – September 8, 2025
Verde NRCD/TNC responds to Requests for Information	September 9 2025 – September 11 2025
Proposals due to Verde NRCD/TNC	September 18, 2025
Vendor selected by Verde NRCD/TNC	September 26, 2025

Evaluation Criteria

Quotes will be evaluated based on:

1. Cost-effectiveness
2. Vendor experience and qualifications
3. Quality and reliability of procured materials
4. Proposed timeline
5. References and past performance

Terms and Conditions

This RFQ does not constitute a contract or an offer of employment. The issuing organization reserves the right to reject any and all quotes. Additional terms and conditions may apply and will be provided upon selection. Customers request firm fixed pricing.

All materials submitted in response to this RFP will become the property of the Customer and may be returned only at the option of the Customer and at the expense of the Vendor. Successful and unsuccessful vendors will be notified in writing. The Customer shall not be obligated to detail any of the results of the evaluation.

The contents of submitted Proposals will be considered obligations of the successful Vendor. No information should be submitted that is not intended to be incorporated into the Proposal and any contract which may result from such Proposal. If there is any inconsistency between the terms herein and any of the other contract documents, the terms in the other contract documents shall prevail.

Contractor must abide by all insurance requirements detailed in Attachment 3: The Nature Conservancy's Standard Contract for Services, Section 10.

Additional Information

Any subcontractors must be identified along with the defined work they will perform. The Customer will not refuse a proposal based on the use of subcontractors but does retain the right to refuse the subcontractors selected. Vendor shall remain solely responsible for all subcontracted work. Describe your rationale for using subcontractors.

Confidentiality

All information provided in response to this RFQ will be kept confidential and used solely for the purpose of evaluating the proposal.

Attachments

The following items should be reviewed prior to submission. All forms should be completed and included with submission.

1. Equipment/Product, Service and Pricing Survey
2. Engineering Design
3. The Nature Conservancy's Standard Contract for Services
4. ARPA Terms and Conditions
5. Forced Labor of Ethnic Uyghurs Exhibition
6. Boycott of Israel Disclosure

We look forward to receiving your quote.

Sincerely,

Chip Norton

Verde NRCD Supervisor

EQUIPMENT/PRODUCT, SERVICE AND PRICING SURVEY

Please answer all the following questions. A "yes" or "no" answer may suffice, but please add clarification where noted or where you consider appropriate. Note any attachments.

Product: Ordering, Service and Warranties.

1. State details on complete maintenance and service guarantees.
2. How long is the product guaranteed? Include or attach all details.

Billing/Reports:

1. What are the Vendor's payment terms and how often does the Vendor send out invoices?

Pricing/Contract

1. Please list all **net pricing** (after discounts) for the following:
2. List all additional costs, e.g. freight, surcharges, set up charges.
3. Specify length of time for which proposal is valid. This must be a minimum of **30** days.
4. Please state how long your prices will be guaranteed for this contract.
5. Please list invoicing requirements. Vendors must allow at least 45 days to receive payment once invoiced. Vendor must be willing to invoice each entity separately for different portions of the project.
6. Does the Vendor agree to use the Customer's attached contract? If not:

Review attached contract and express any concerns the Vendor has regarding its terms using the following conventions:

Agreed - where the terms are acceptable as stated.

Modification Proposed - where Vendor is unable to accept the terms as stated but will accept a modification of the terms. Vendor must provide: (1) the reason for its inability to accept the term as stated and (2) modified language, which would be acceptable.

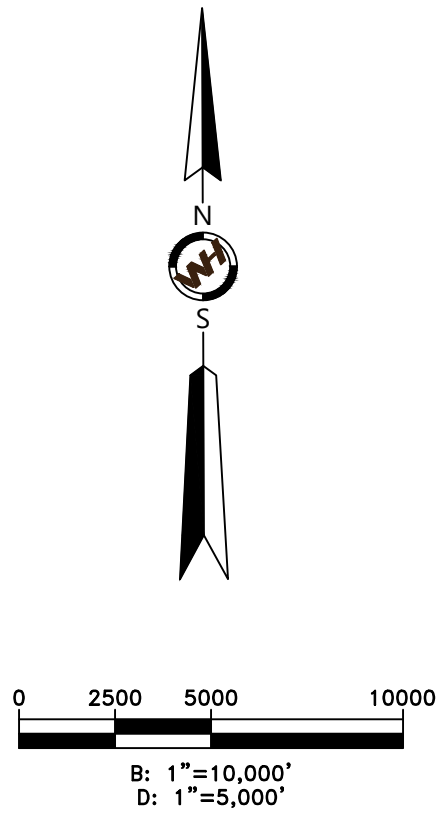
Not Agreed - where the term is completely unacceptable and no modification is possible. Please state the reason why such a term is unacceptable.

Attach a draft copy of the contract for the Customer's review.

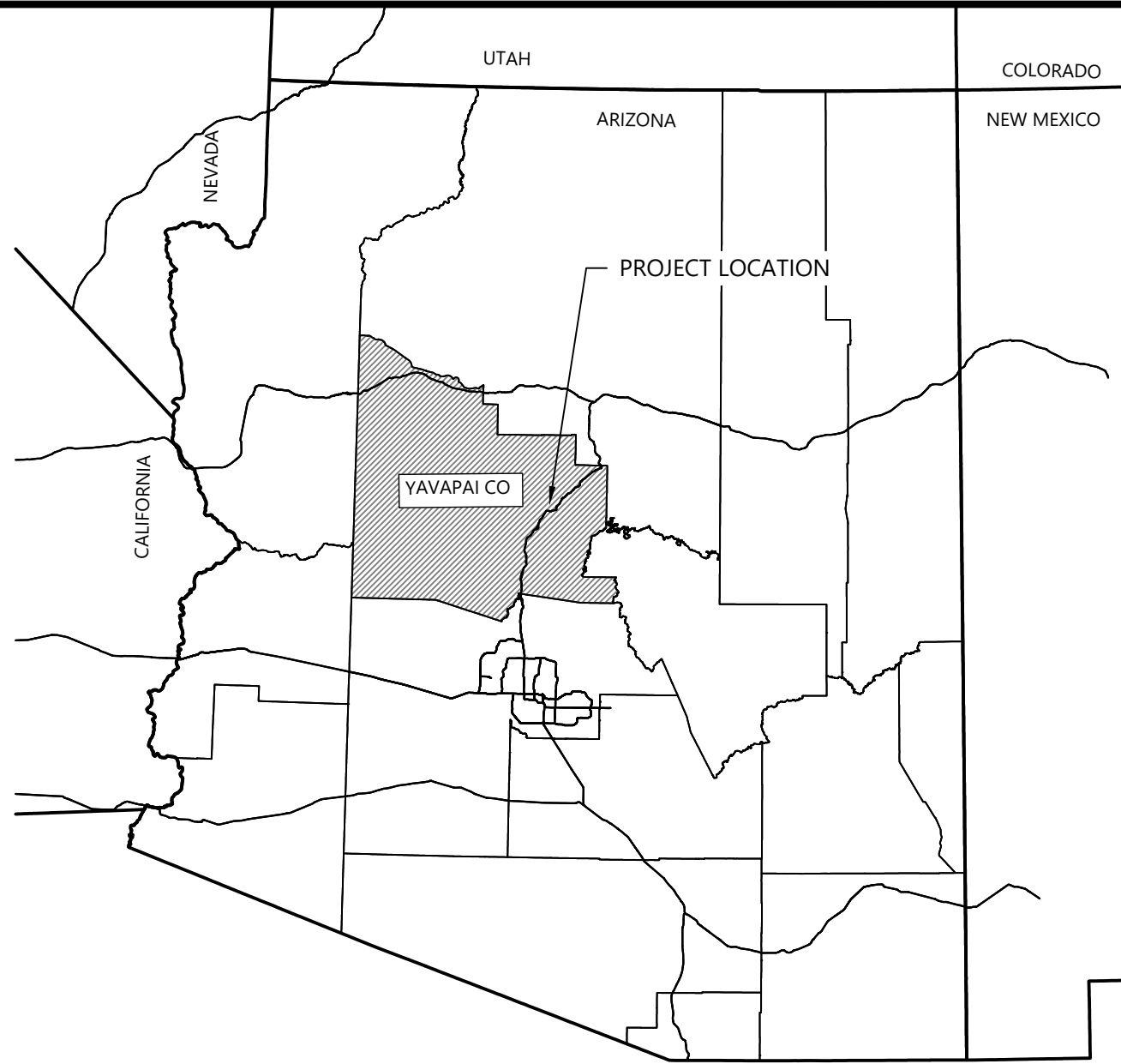
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VERDE DITCH-GRIEF HILL WASH 2025
YAVAPAI COUNTY, AZ



CONCEPT

AGREEMENT

- a. I AGREE, AS DITCH COMPANY, DITCH/CANAL OWNER, OPERATING COMPANY OR ORGANIZATION, AND/OR GROUP REPRESENTATIVE (CANAL), HAS REVIEWED THESE PLANS AND ASSOCIATED SPECIFICATIONS FOR INFRASTRUCTURE IMPROVEMENTS TO THEIR INFRASTRUCTURE AND IRRIGATION SYSTEM, AND APPROVE THEM FOR CONSTRUCTION OF THIS PROJECT AS DESIGNED AND ACCORDING TO THESE PLANS AND SPECIFICATIONS, ACCEPTING MINOR ADJUSTMENTS AND CORRECTIONS DURING THE CONSTRUCTION AND IMPLEMENTATION PROCESS.
- b. INSTALLATION ACTIVITIES WILL BE IN ACCORDANCE TO ALL APPLICABLE O.S.H.A. GUIDELINES.
- c. IT IS THE RESPONSIBILITY OF THE CANAL TO HOLD OR OBTAIN ANY AND ALL WATER RIGHTS, EASEMENTS FOR OPERATION, MAINTENANCE, AND ASSOCIATED CONSTRUCTION AUTHORIZATIONS, INCLUDING ACCESS AND CONSTRUCTION EASEMENTS. CANAL IS RESPONSIBLE FOR ANY IMPACT OR INJURY, IF ANY, TO ITS WATER RIGHTS OR AFFECTED WATER RIGHTS.
- d. WHCE HAS NOT PERFORMED TITLE RESEARCH NOR NEGOTIATED LAND NOR WATER RIGHTS NOR OWNERSHIP VERIFICATION ASSOCIATED WITH THIS DESIGN.
- e. WHCE HAS DESIGNED THIS STRUCTURE TO PASS 28.5 CFS OF WATER DOWN DITCH GIVEN THE EXISTING CONDITIONS. EXCESS WATER SUPPLY IS INTENDED TO OVERFLOW AND RETURN TO VERDE RIVER.
- f. MAINTENANCE OF THE DITCH, ITS EMBANKMENT, APPURTENANCES, AND SPILLWAYS BACK TO THE RIVER ARE THE RESPONSIBILITY OF THE CANAL. IT IS THE RESPONSIBILITY OF CANAL TO COMMUNICATE WITH ITS MEMBERS, USERS, EMPLOYEES, CONTRACTORS, AND OVERSITE AGENCIES NECESSARY DETAILS ASSOCIATED WITH THE PROPOSED IMPROVEMENTS.

I have reviewed the plans and specifications provided to me for this project. I understand my responsibility to follow the plans and specifications for proper installation of the conservation practice(s).

VERDE DITCH DATE

AGREEMENT

I REALIZE THAT AS A LANDOWNER OF ADJACENT OR UNDERLYING PROPERTY, THE MODIFICATIONS ACCORDING TO THESE PLANS AFFECT MY PROPERTY AND/OR WATER RIGHTS. I AGREE TO ACCEPT THE MODIFICATIONS IF THIS PROJECT IS CONSTRUCTED ACCORDING TO THESE PLANS & ASSOCIATED SPECIFICATIONS. I HAVE REVIEWED THE PLANS AND SPECIFICATION PROVIDED TO ME FOR THIS PROJECT, AND APPROVE THEM FOR CONSTRUCTION.

? DATE

? DATE

? DATE

CERTIFICATE OF ENGINEER

STATE OF WYOMING)
COUNTY OF NATRONA)

I, RYAN ALTENBURG, P.E., hereby certify that these drawings were prepared by myself or by engineers under my direct supervision based on topographic survey maps produced by GPS survey performed on 7-16-2025 and that it correctly represents the facilities described in the accompanying application.

PROJECT CONTACTS

Western Heritage Consulting & Engineering
Ryan Altenburg 307-215-7430 Ext. 102
TNC ARIZONA
JOHN FORD (707)483-8697
VERDE DITCH
AL DUPUY (928)300-4578



307.215.7430
info@westernhce.com
1551 Three Crowns Dr.
Casper, WY 82604

Job Number:
23WHC817
Sheet Number:

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VERDE DITCH-GRIEF HILL WASH 2025

COVER SHEET

YAVAPAI COUNTY, AZ

PIPELINE AND STRUCTURE QUANTITIES

QUANTITY TABLE		
DESCRIPTION	QTY	UNIT
Trenching/Bedding for HDPE	6000	LF
48" IPS DR32.5 4710 HDPE	5000	FT
48" IPS DR26 4710 HDPE	200	FT
Backfill 48" HDPE	6000	CY
Gravel Backfill at Existing Crossings	3	EA
Inlet Structure w/ Grate	1	EA
Field Inline Turnout Headgate Structure	4	EA
Gravity Side Turnout Structure	0	EA
Concrete Headwall Structure	0	EA
Side Connection to Pump	1	EA
Drain Assembly	3	EA
Air Vent Assembly	6	EA

NOTE:
QUANTITIES ARE BASED ON CURRENT PLANS, QUANTITIES
ARE SUBJECT TO CHANGE WITH CLIENT DECISIONS.

GENERAL NOTES:

- ALL WORK SHALL BE CLEAN, SMOOTH AND NEAT, AND OF WORKMANLIKE FINISH.
- EXISTING GROUND ELEVATION ARE BASED ON A MIX OF TOPOGRAPHIC SURVEY, DRONE STEREO LITHOGRAPHY, AND COUNTY LIDAR. CONTRACTOR SHALL CONFIRM GROUND ELEVATION AT CRITICAL INSTALLATION AREAS. OTHERWISE GRADING SHALL MATCH EXISTING GROUND ELEVATIONS OF ADJACENT UNDISTURBED GROUND. FINISH GRADE SHALL MEET MINIMUM PIPE COVER AND HAVE POSITIVE DRAINAGE AWAY FROM THE CANAL AND DISCOURAGE PONDING & PUDDLING.
- EXISTING STRUCTURES WERE SURVEYED WITH RTK-GPS EQUIPMENT, AND DIMENSIONS SHOWN ON THE PLAN. POINTS WERE TYPICALLY OBSERVED AT CENTER OF WALL WIDTH. STRUCTURES WERE NOT MEASURED WITH A TAPE. CONTRACTOR TO CONFIRM DIMENSIONS, MATCH INSIDE DIMENSIONS FOR AREAS OF CRITICAL FLOW AND MEET MINIMUM WALL THICKNESS CRITERIA, OTHERWISE MATCH OUTSIDE DIMENSIONS.
- ALL STRUCTURE SUBGRADE AND TRENCHES SHALL BE DEWATERED A MINIMUM OF 18" BELOW EXCAVATION PRIOR TO PLACEMENT OF FILL.
- UTILITIES NOT SHOWN, OR ARE APPROXIMATED, AND UTILITY LOCATES AND CONFLICTS ARE RESPONSIBILITY OF CONTRACTOR TO COORDINATE.

HDPE PIPE NOTES:

- INSTALLATION SHALL MEET THE REQUIREMENTS OF THE WHCE PROJECT SPECIFICATIONS & NRCS PLANS STANDARDS AND SPECIFICATIONS #430 (IRRIGATION PIPELINE).
- ALL WORK SHALL BE CLEAN, SMOOTH AND NEAT, AND OF WORKMANLIKE FINISH.
- MINIMUM COVER SHALL BE TWO FEET MINIMUM IN RELATION TO FINISH GRADE. NO ROCK GREATER THAN 1" SHALL BE PLACED WITHIN 6" OF THE PIPE AND NO ROCKS GREATER THAN 3" IN THE REMAINING FILL.
- PIPE TO MEET ASTM F714.
- PIPE RESIN MATERIALS SHALL BE PE4710.
- JOINTS/FUSES SHALL BE BUTT WELD FUSES UNLESS MECHANICAL IS DESIGNATED ON PLANS, EF FITTINGS MAY BE ACCEPTED FOR SPECIAL CONNECTIONS UPON SUBMITTAL AND APPROVAL BY ENGINEER.
- PIPE HANDLING, FUSING, AND INSTALLATION SHALL MEET PLASTIC PIPE INSTITUTE HANDBOOK OF POLYETHYLENE PIPE CHAPTERS 7, 8, 9 AS APPLICABLE FOR THE TYPE OF INSTALLATION.
- CONTRACTOR TO MANAGE HDPE PIPE FOR TEMPERATURE EXPANSION AND CONTRACTION DURING INSTALLATION. PIPE SHALL PROTRUDE THROUGH STRUCTURE WALLS ADEQUATE DISTANCE BEYOND THE GROUT EDGE TO PREVENT PULL BACK BEYOND THE EXPOSED GROUT EDGE. IT IS ESTIMATED THAT 100 FEET OF PIPE WILL HAVE A 3" CHANGE IN LENGTH OVER A 30 DEGREE FAHRENHEIT CHANGE IN TEMPERATURE. CONTRACTOR SHALL CONFIRM THE UNRESTRAINED THERMAL EFFECTS EQUATION AND THERMAL EXPANSION COEFFICIENT FROM THE PIPE MANUFACTURER AND SUBMIT TO OWNER PLAN FOR AMOUNT OF PIPE TO BE EXTENDED INTO EACH STRUCTURE AND WHAT FINAL AMOUNT EXTENDING BEYOND GROUT WILL BE.
- INTERIOR FUSED JOINTS SHALL BE DEBURRED TO NO MORE THAN 0.3" TOTAL PROTRUSION.

CONCRETE STRUCTURES

- ALL WORK SHALL BE DONE ACCORDING TO NRCS PLANS, STANDARDS AND SPECIFICATIONS #587(STRUCTURE FOR WATER CONTROL) AND #32 (CONCRETE FOR MINOR STRUCTURES).
- CONCRETE SHALL BE 4000 PSI (MIN) AND CONTAIN A MINIMUM OF 6 SACKS OF TYPE II CEMENT AND SIZE #67 (3/4") AGGREGATE AND AN AIR ENTRAINING ADMIXTURE OF 4-7% AND A SLUMP BETWEEN 3-5 INCHES.
- ALL CONCRETE SHALL BE CONSOLIDATED WITH A MECHANICAL VIBRATOR.
- ALL EXPOSED EDGES SHALL BE CHAMFERED. ALL SURFACES SHALL BE FINISHED CLEAN, SMOOTH AND NEAT.
- FORM TIES SHALL BE 3/4" SNAP CONES.
- THE STRUCTURE SHALL BE COATED WITH WHITE CURING COMPOUND AND PROTECTED FROM FREEZING FOR ENTIRE CURING PERIOD OF 7 DAYS. CONCRETE SHALL BE ALLOWED 7 DAYS TO CURE BEFORE BACKFILL IS PLACED. REPAIRS AND CONES FILLED IMMEDIATELY AFTER THE FORMS ARE STRIPPED. ANY MAJOR REPAIRS SHALL BE ACCOMPLISHED 48 HOURS AFTER THE POUR.
- ALL STRUCTURES OVER 2 FT. DEEP SHALL BE COVERED WITH AN LOCKABLE METAL COVER AS SHOWN ON THE PLANS, IF NOT SHOWN, THE COVER SHALL BE METAL (3/4" EXPANDED METAL GW BAR GRATE OR APPROVED EQUAL) WELDED TO A SUPPORT FRAME HINGED AND CROSS-BRACED ADEQUATE TO SUPPORT 250LBF OR HAVE CHAIN LINK EXCLUSION FENCING WITH GATE.
- THE INSPECTOR SHALL BE CONTACTED 24 HOURS PRIOR TO PLACEMENT OF CONCRETE. MINIMUM REINFORCING SHALL BE #4 REBAR ON 9" CENTERS, OR EQUAL, OR OTHERWISE SHOWN. REINFORCING BARS FOR SINGLE MATS SHALL BE PLACED IN THE CENTER OF THE SECTION. THE BARS SHALL BE COLD BENT AND CONTINUOUS OR SPLICED AROUND CORNERS AND BETWEEN WALLS AND FLOOR. STEEL SPLICES SHALL BE 16" FOR #4 BAR MINIMUM.
- ANYTHING MENTIONED IN THE SPECIFICATIONS AND NOT SHOWN IN THE DRAWINGS, OR SHOWN IN THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS SHALL BE OF LIKE AFFECT, AS IF SHOWN IN BOTH

EARTH FILL

- ALL WORK SHALL BE DONE ACCORDING TO NRCS PLANS, STANDARDS AND SPECIFICATIONS #23 (EARTH FILL).
- FOUNDATION PREPARATION SHALL CONSIST OF REMOVAL OF ALL BRUSH, BOULDERS, SOD, TREES, LOGS, STUMPS, RUBISH AND SHALL BE STRIPPED TO SUFFICIENT DEPTH TO REMOVAL ALL OBJECTIONABLE MATERIAL.
- FOUNDATION SHALL BE THOROUGHLY SCARIFIED BEFORE PLACEMENT OF FILL, AND SHALL BE OF SIMILAR MOISTURE CONTENT AS REQUIRED OF THE FILL MATERIAL FOR PROPER COMPACTION.
- ALL FOUNDATION EXCAVATION SHALL BE TO THE LINES AND GRADES SHOWN ON THE DRAWING, STAKED IN THE FIELD, OR SPECIFIED BY THESE CONSTRUCTION SPECIFICATIONS. ALL FOUNDATION EXCAVATION SHALL BE FILLED TO THE SAME SPECIFICATIONS AS THE EMBANKMENT FILL.
- EARTH FILL SHALL NOT BE PLACED UNTIL THE SITE PREPARATION HAS BEEN COMPLETED, INSPECTED, AND APPROVED BY AUTHORIZED WATER ENGINEERING PERSONNEL.
- EARTH FILL SHALL BE CONSTRUCTED AS SPECIFIED ON THE DRAWING OR STAKED IN THE FIELD.
- EARTH FILL SHALL BE PLACED IN UNIFORM LIFTS IN APPROXIMATELY HORIZONTAL CONTINUOUS LAYERS, AND SHALL BE FREE OF SOD, ROOTS, STONES, FROZEN SOIL, OR OTHER UNSUITABLE FILL MATERIALS.
- FOR MANUALLY GUIDED COMPACTION THE MAXIMUM UNCOMPACTED LAYER THICKNESS SHALL BE NINE INCHES FOR EARTH FILL AND FOUR INCHES FOR FOUNDATIONS, AND THE MAXIMUM PARTICLE SIZE NOT TO EXCEED SIX INCHES. THE MAXIMUM UNCOMPACTED LIFT THICKNESS FOR ALL OTHER COMPACTION SHALL BE NINE INCHES.
- MOISTURE CONTENT OF THE FOUNDATION AND FILL MATERIAL SHALL BE ADEQUATE TO OBTAIN ADEQUATE COMPACTION. FILL MATERIAL TOO WET SHALL BE SPREAD AND DRIED UNTIL IT MEETS PROPER MOISTURE CONTENT.
- COMPACTION OF FILL (OTHER THAN ADJACENT TO STRUCTURES) SHALL BE BY 2 PASSES MINIMUM OVER THE ENTIRE SURFACE BY RUBBER Tired EQUIPMENT OR SHEEP FOOT ROLLER WEIGHING A MINIMUM OF 1000 POUNDS PER FOOT OF COMPACTING WIDTH, OR EQUIVALENT AS METHOD AS APPROVED BY AUTHORIZED WATER ENGINEERING PERSONNEL.
- EARTH FILL AROUND STRUCTURES (PIPES) SHALL BE COMPACTED TO THAT EQUAL TO THE DEGREE OF COMPACTION OF THE SURROUNDING MATERIAL. THIS SHOULD BE ACCOMPLISHED BY HAND TAMPING OR USE OF MANUALLY OPERATED COMPACTORS (JUMPING JACK TYPE). USE OF EQUIPMENT MOUNTED COMPACTORS MAY ONLY BE USED WITH APPROVAL OF AUTHORIZED WHCE PERSONNEL.



Know what's below.
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CONCEPT



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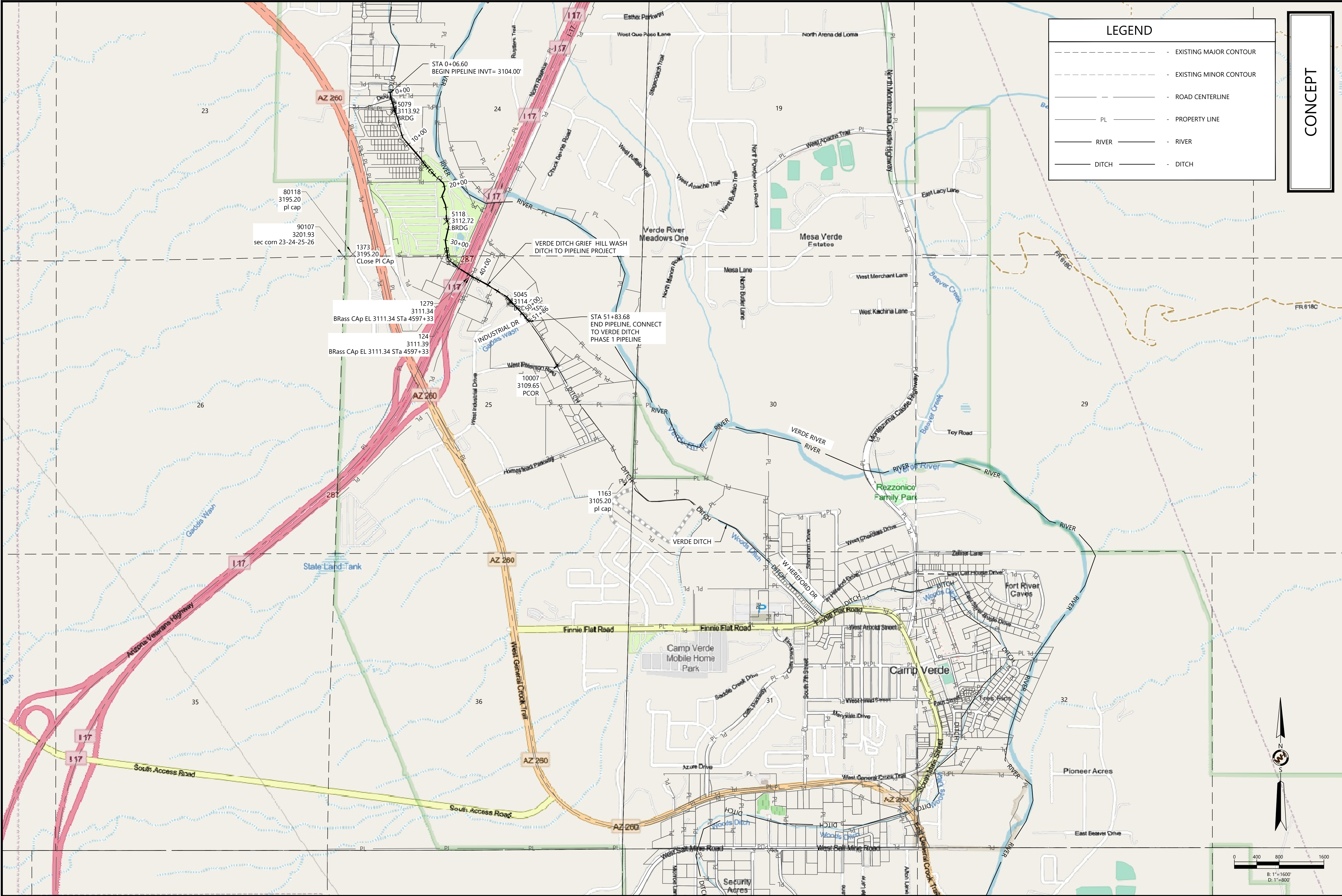
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VERDE DITCH-GRIEF HILL WASH 2025

SPECIFICATIONS

YAVAPAI COUNTY, AZ

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CONCEPT

LEGEND	
	- EXISTING MAJOR CONTOUR
	- EXISTING MINOR CONTOUR
	- ROAD CENTERLINE
	- PL
	- PROPERTY LINE
	- RIVER
	- RIVER
	- DITCH
	- DITCH

Title				VERDE DITCH-GRIEF HILL WASH 2025			
Rev	Date	Description	By	Drawn By	Designed By	Reviewed By	Scale
1.0	8/17/25	CONCEPT	DNH	SDG	DNH	RLA	B: 1"=2000' D: 1"=1000'
				OVERALL GRIEF HILL WASH 2025			
				SITE PLAN			
				YAVAPAI COUNTY, AZ			

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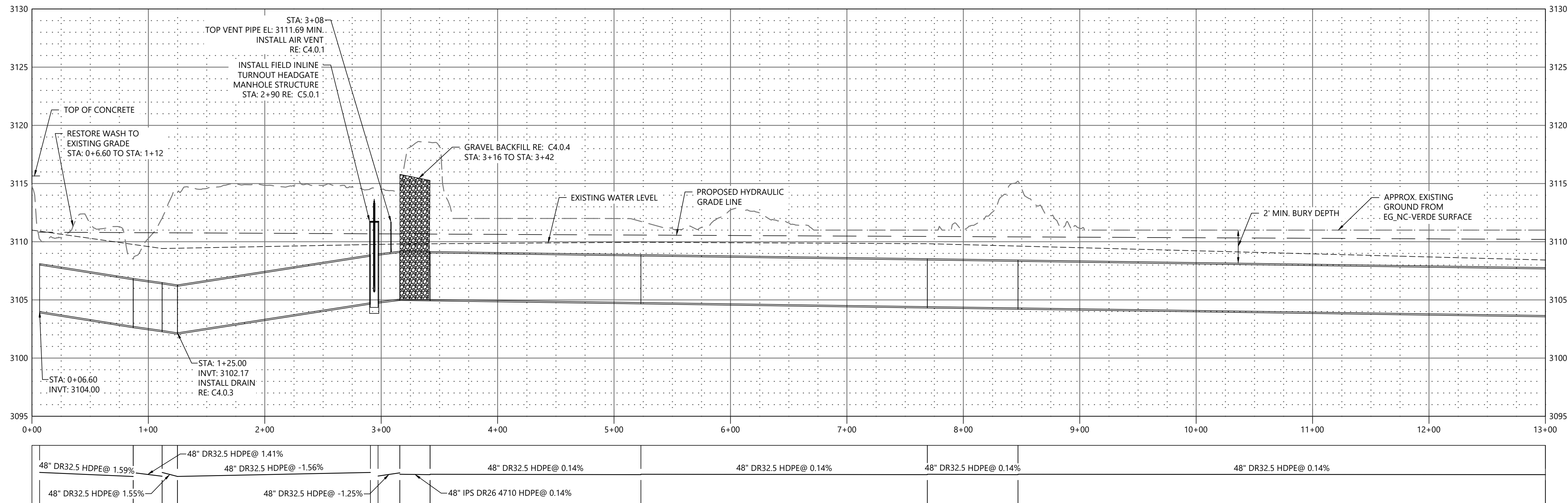
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VERDE DITCH-GRIEF HILL WASH 2025

PLAN & PROFILE

STA 0+00 TO STA 13+00

YAVAPAI COUNTY, AZ

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1.0	8/11/25	CONCEPT	DNH	SDG	VERDE DITCH-GRIEF HILL WASH 2025
				Designed By:	
				DNH	
				Reviewed By:	
				RLA	
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WH WESTERN HERITAGE

CONSULTING ENGINEERING

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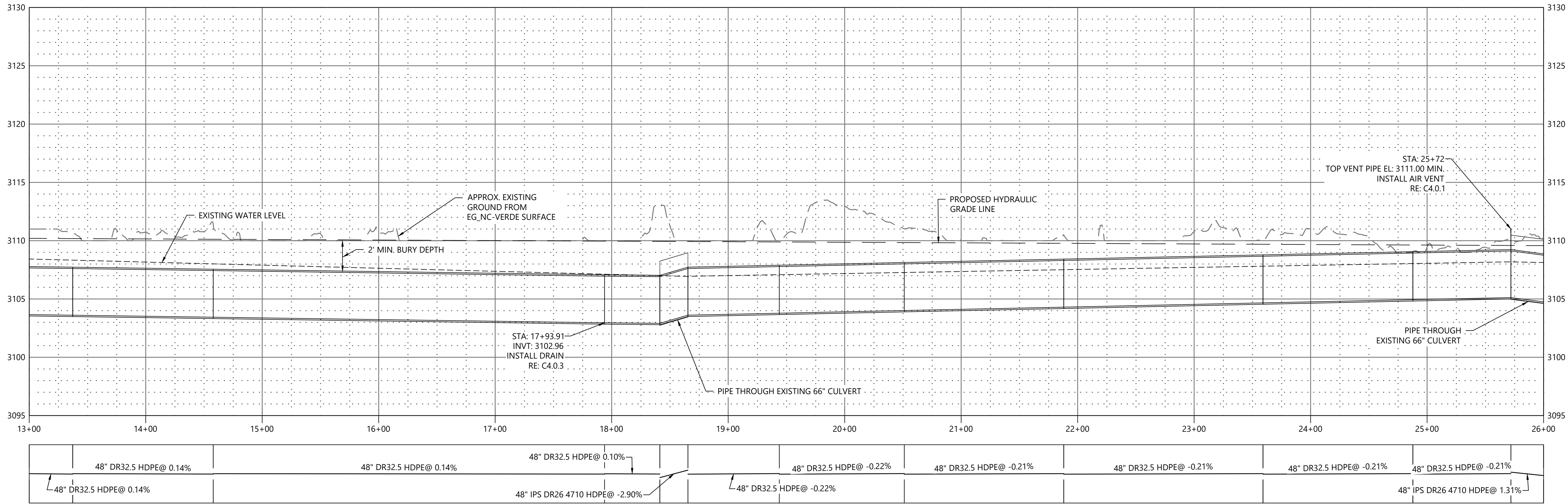
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- NOTES:
1. TURNOUT STRUCTURES INDICATED AT APPROXIMATE STATIONS, REPLACE AND/OR INSTALL TURNOUT STRUCTURES IN FIELD AS DESIGNATED BY VERDE DITCH. OPTION TO REMOVE CULVERT, REPAIR ROAD SURFACE IN LIKE KIND.



48" DR32.5 HDPE@ 0.14%	48" DR32.5 HDPE@ 0.14%	48" DR32.5 HDPE@ 0.10%	48" DR32.5 HDPE@ -0.22%	48" DR32.5 HDPE@ -0.21%	48" DR32.5 HDPE@ -0.21%	48" DR32.5 HDPE@ -0.21%	48" DR32.5 HDPE@ -0.21%
48" DR32.5 HDPE@ 0.14%		48" IPS DR26 4710 HDPE@ -2.90%	48" DR32.5 HDPE@ -0.22%				48" IPS DR26 4710 HDPE@ 1.31%

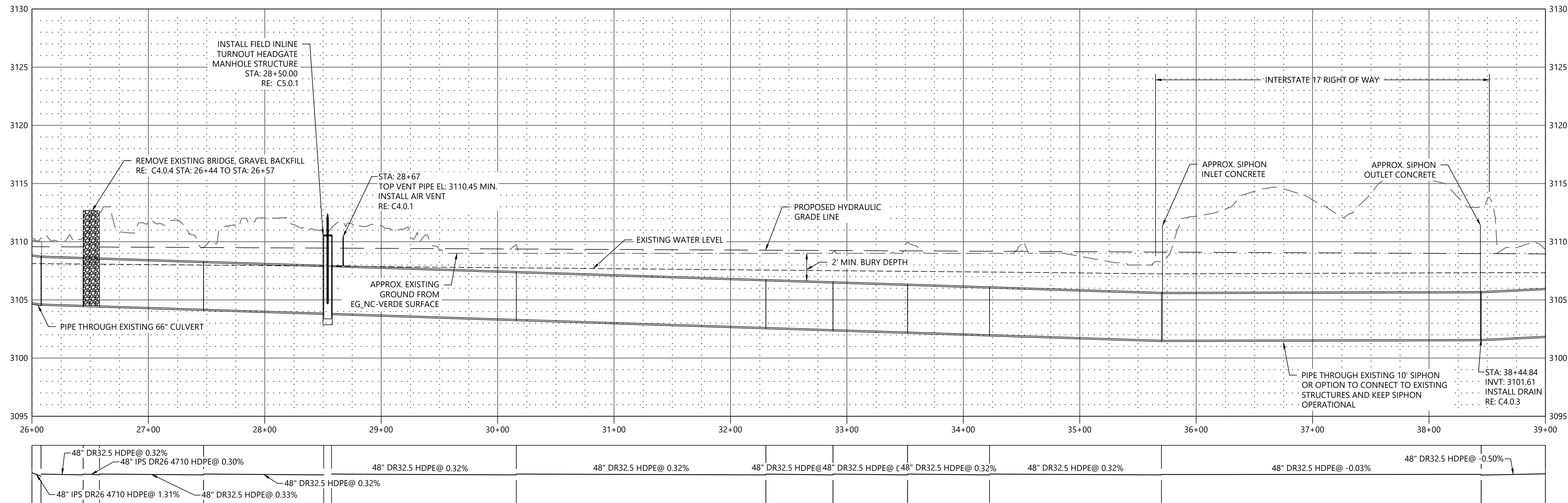
VERDE DITCH-GRIEF HILL WASH 2025
PLAN & PROFILE
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YAVAPAI COUNTY, AZ

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				RLA	
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WESTERN HERITAGE

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VERDE DITCH-GRIEF HILL WASH 2025

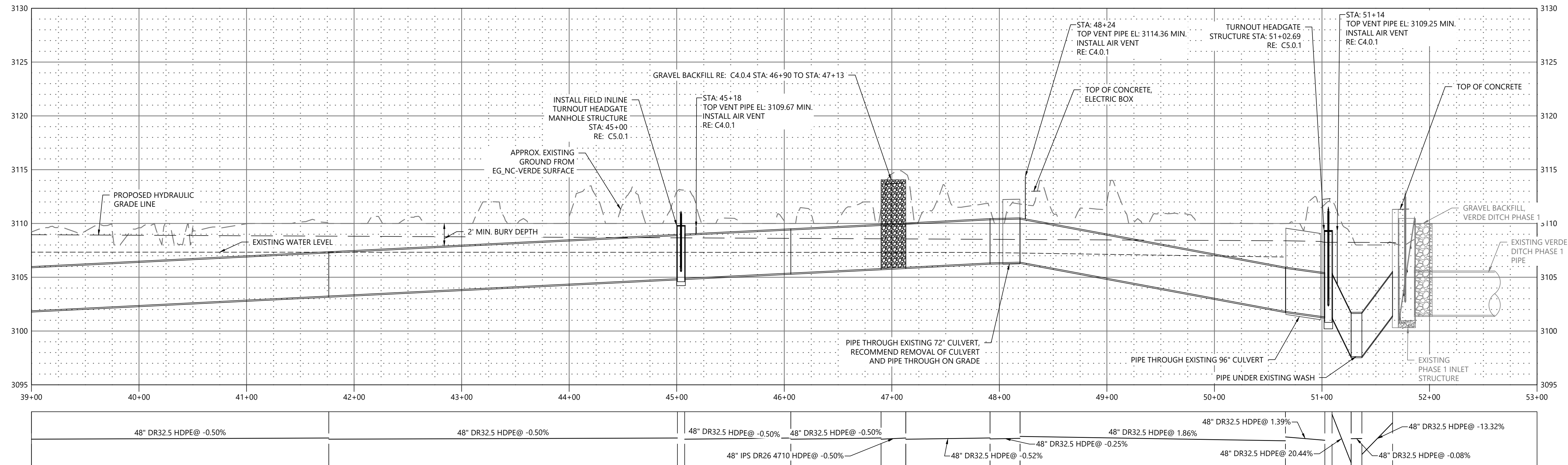
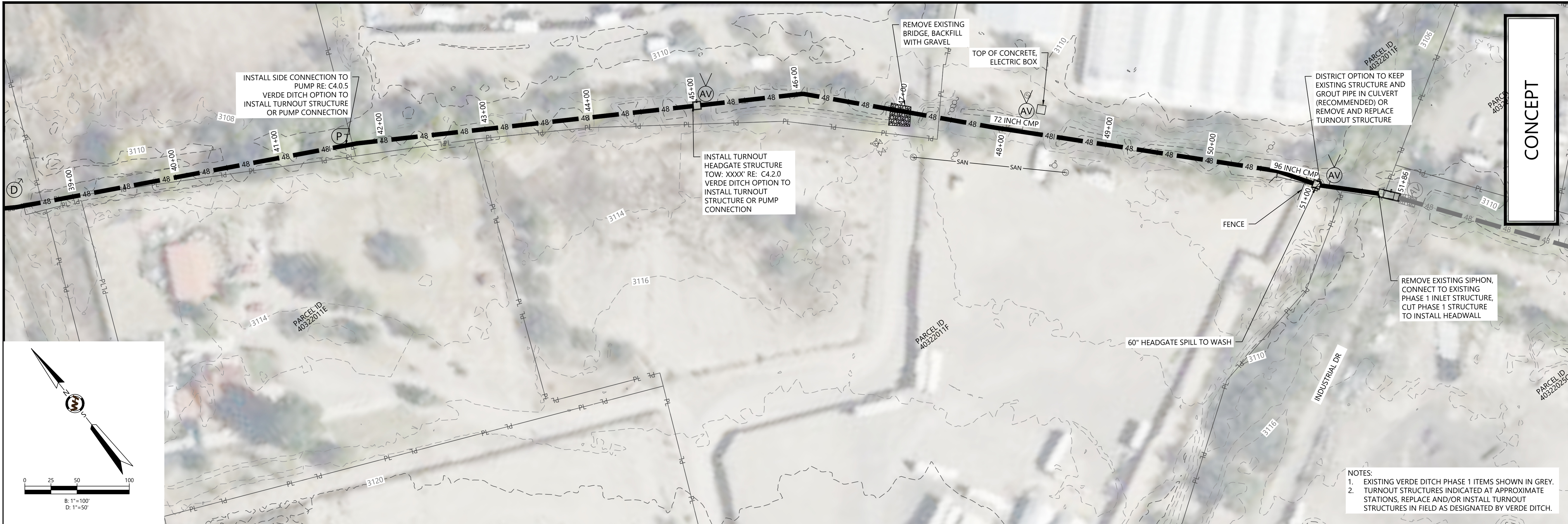
PLAN & PROFILE

STA 26+00 TO STA 39+00

YAVAPAI COUNTY, AZ

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1.0	8/11/25	CONCEPT	DNH	SDG	
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				Reviewed By:	RLA
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CONCEPT

VERDE DITCH-GRIEF HILL WASH 2025
PLAN & PROFILE
STA 39+00 TO STA 51+86
YAVAPAI COUNTY, AZ

Rev	Date	Description	By	Drawn By	Title
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				DNH	Designed By:
				RLA	Reviewed By:
				Scale:	SHOWN

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WESTERN HERITAGE
CONSULTING & ENGINEERING

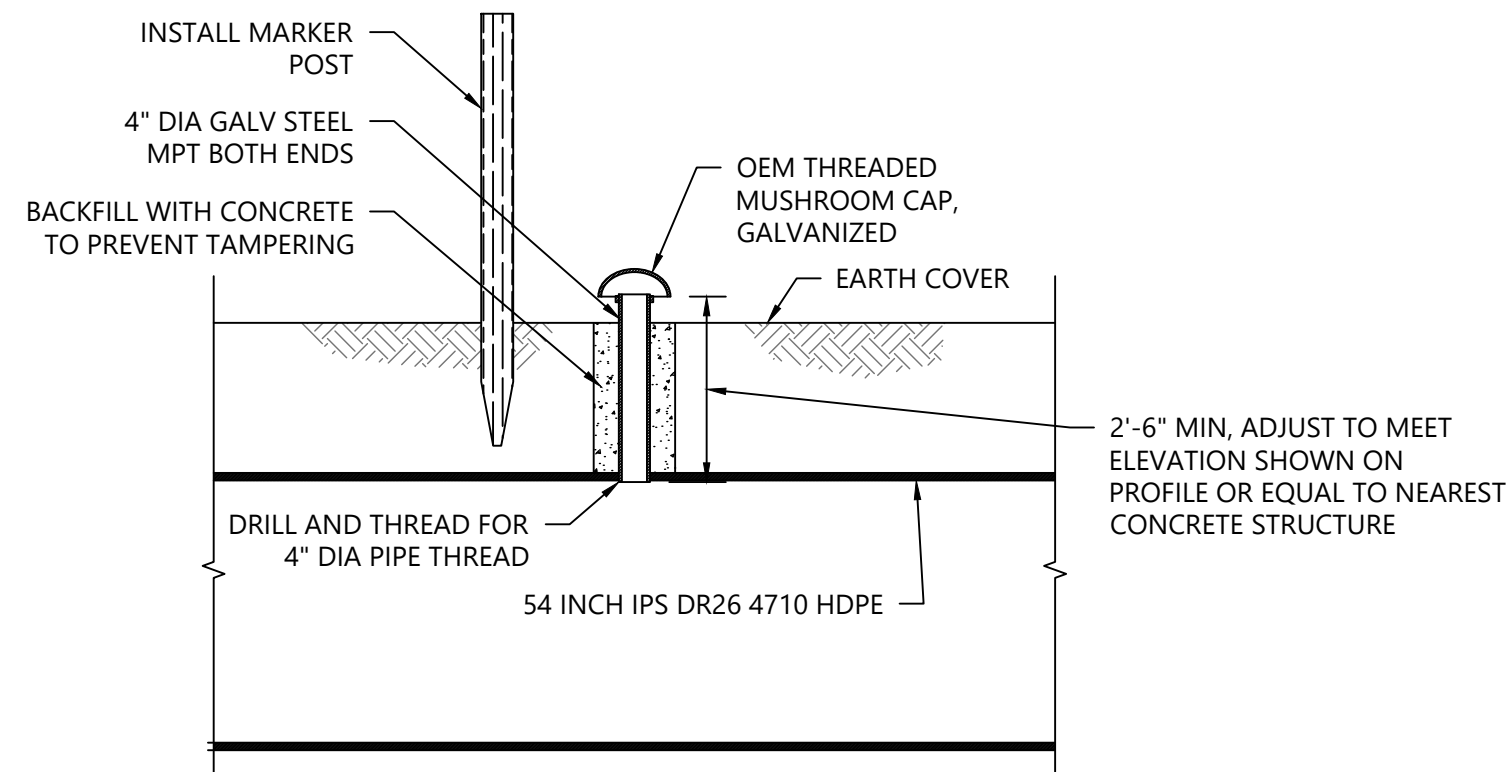
307.215.7430
info@westernhce.com

1551 Three Crowns Dr.
Casper, WY 82604

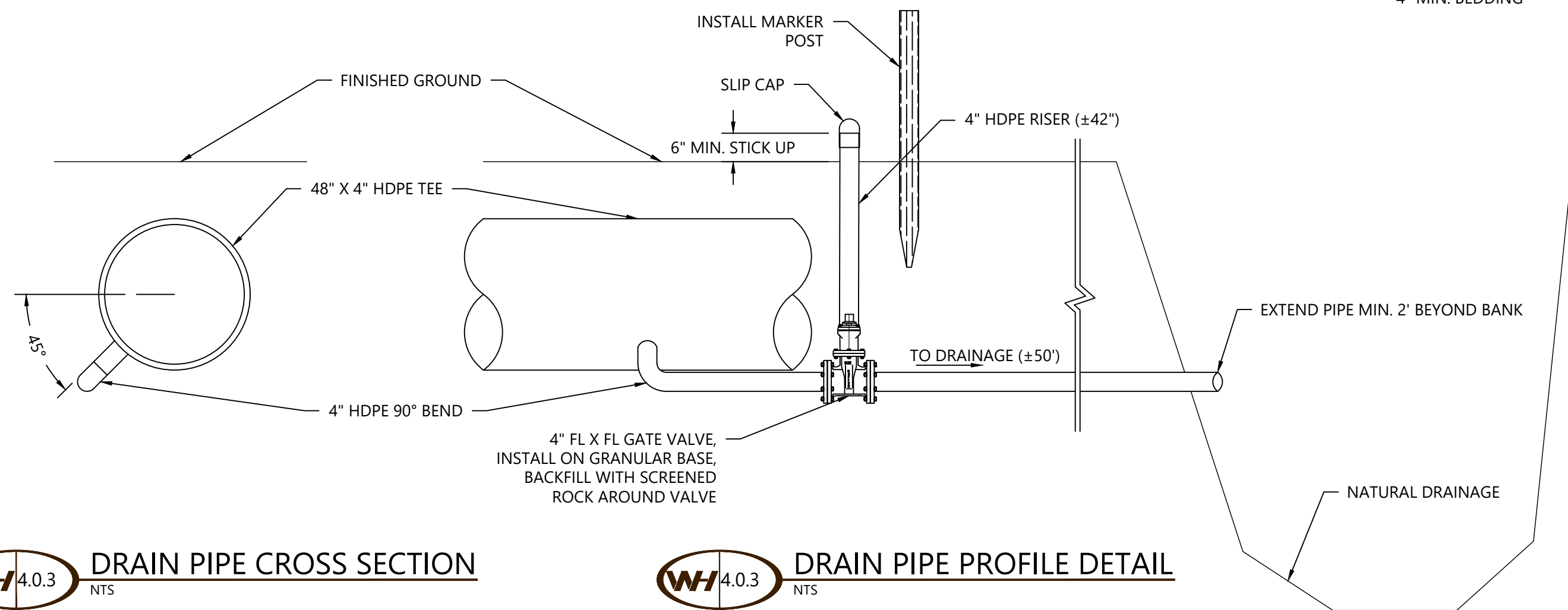
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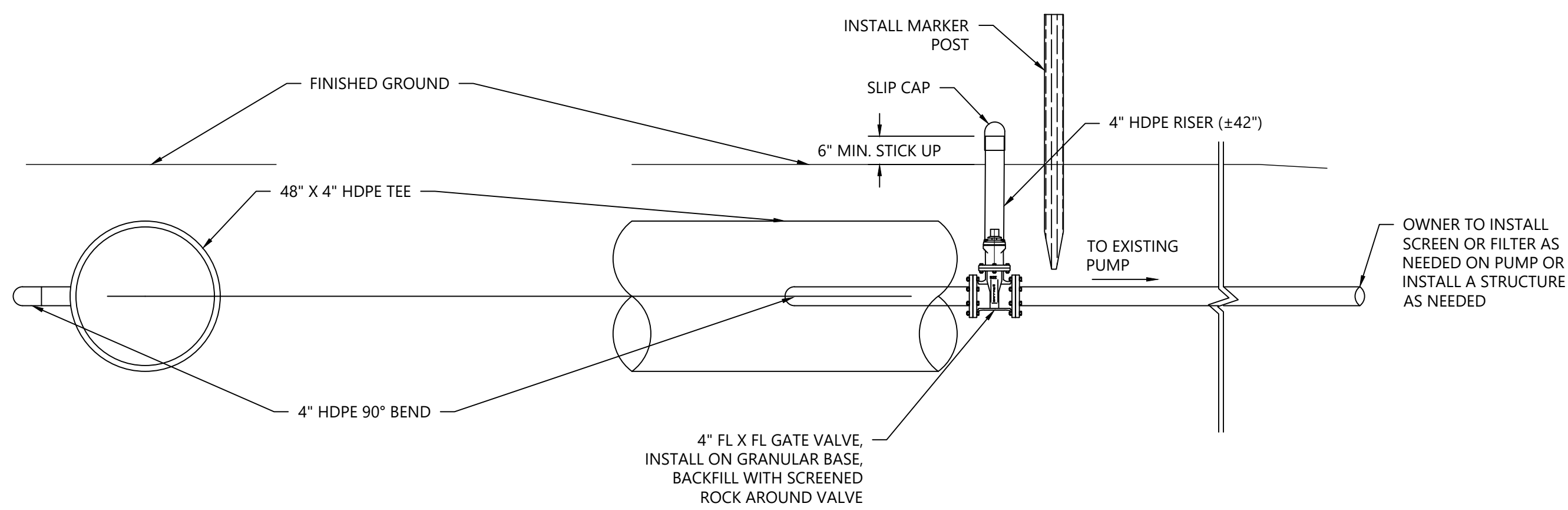


4.0.1 AIR VENT
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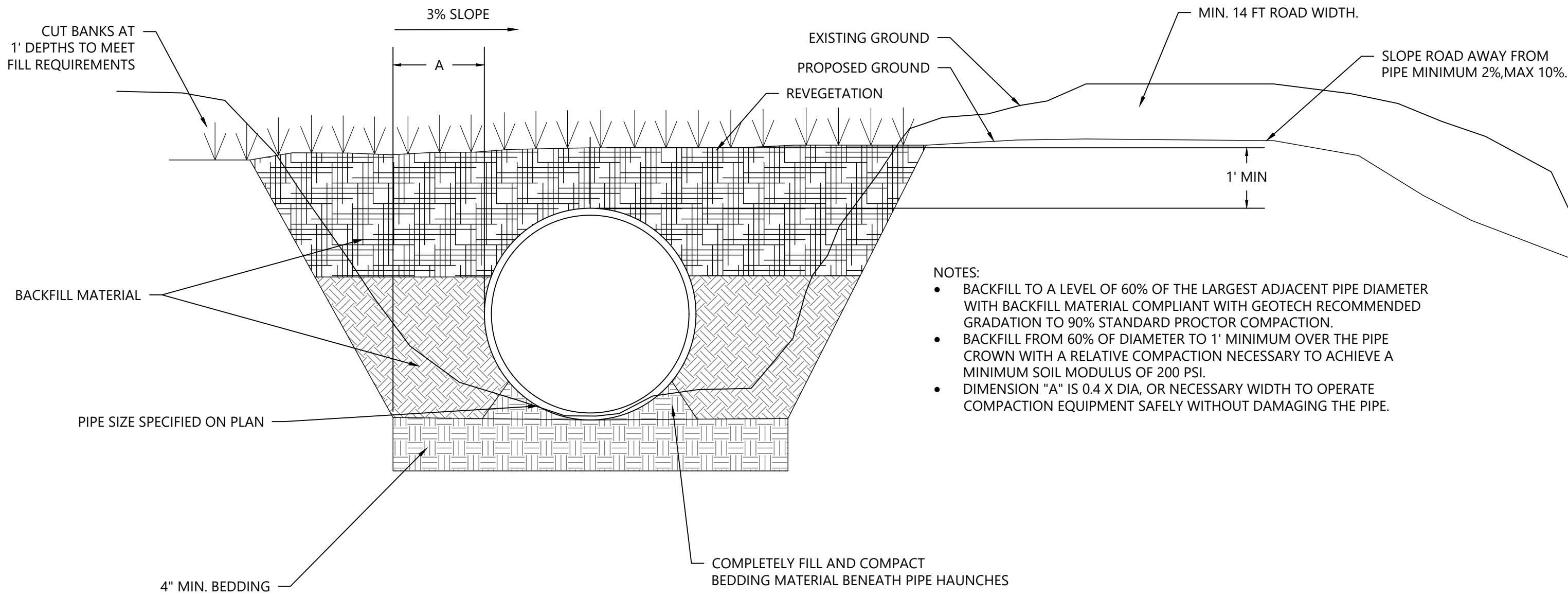
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4.0.3 DRAIN PIPE PROFILE DETAIL
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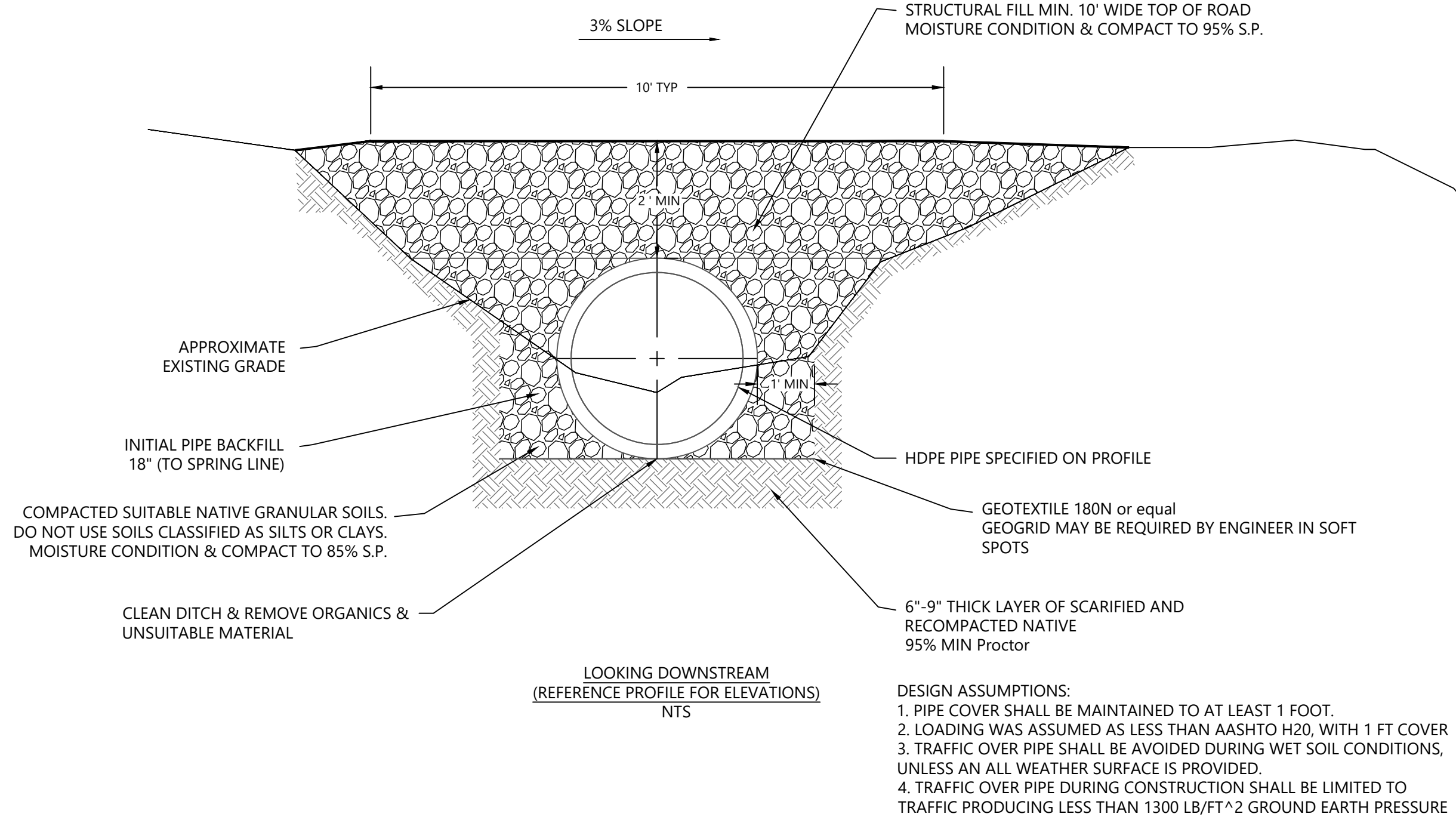


4.0.5 SIDE CONNECTION TO PUMP CROSS SECTION
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4.0.5 SIDE CONNECTION TO PUMP PROFILE DETAIL
NTS



4.0.2 TRENCH SECTION
NTS



4.0.4 SURFACE LOADING DITCH SECTION
NTS

CONCEPT

VERDE DITCH-GRIEF HILL WASH 2025

DETAILS

YAVAPAI COUNTY, AZ

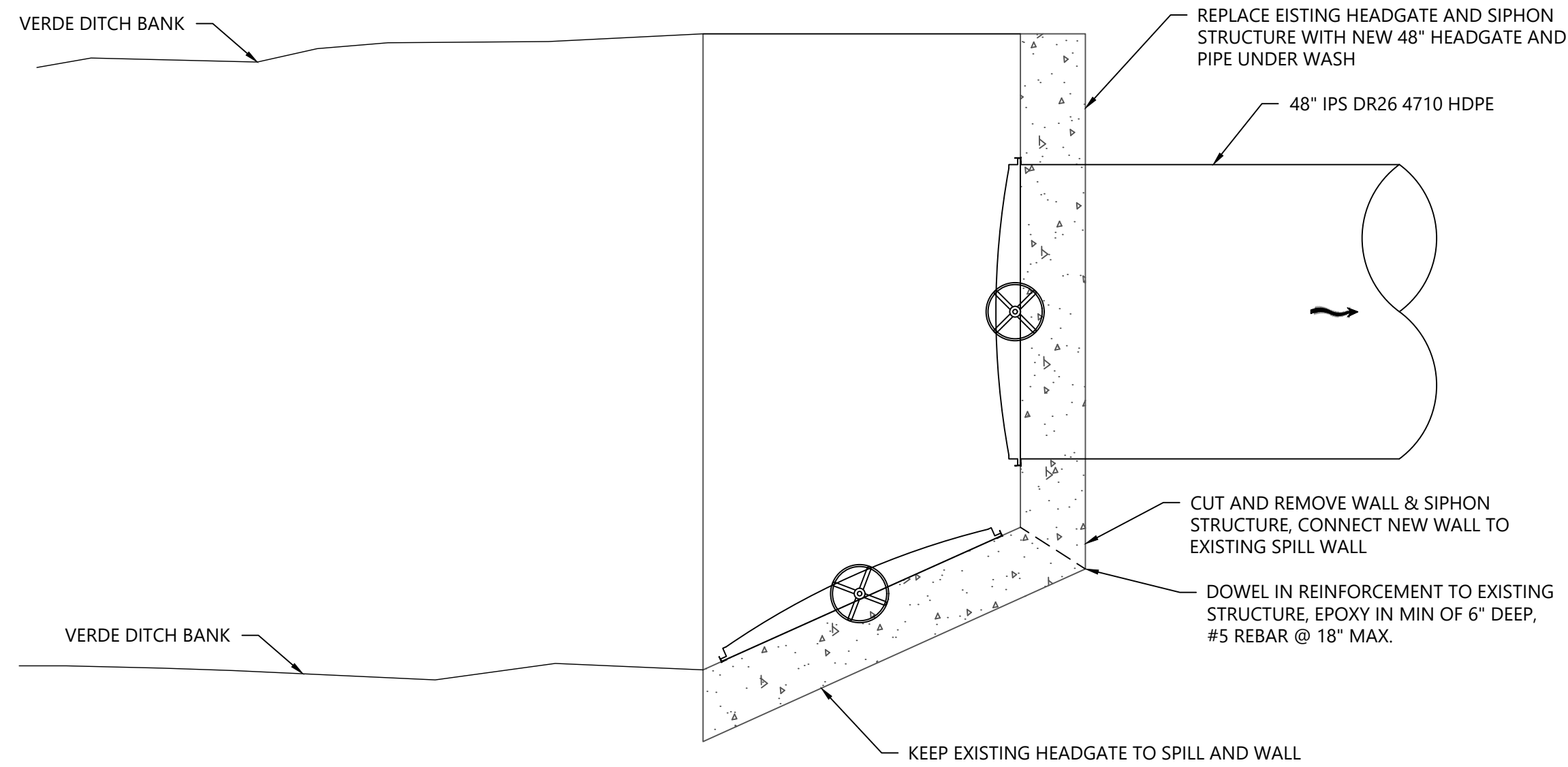
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WESTERN HERITAGE
CONSULTING ENGINEERING

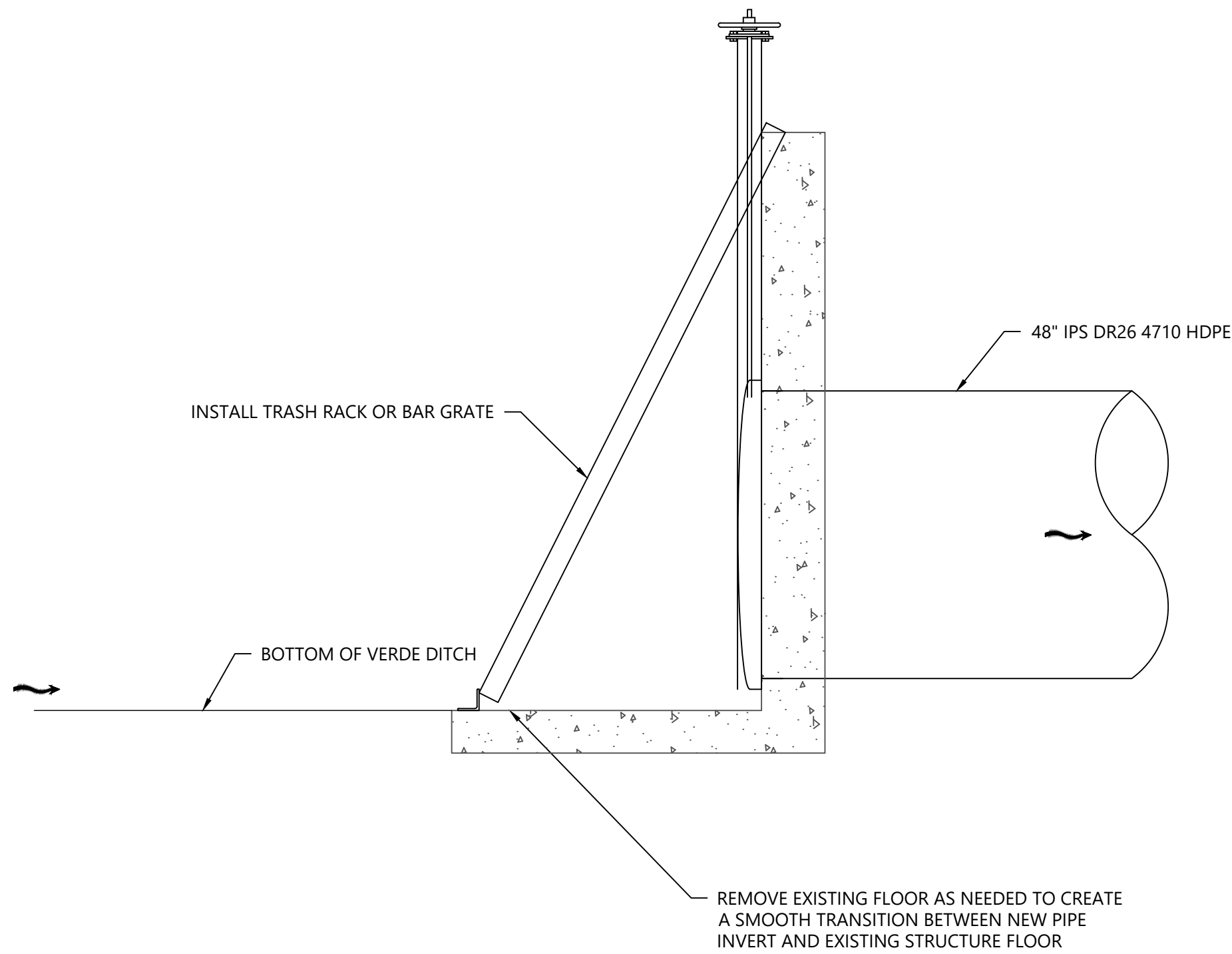
1551 Three Crowns Dr.
Casper, WY 82604
307.215.7430
info@westernhce.com

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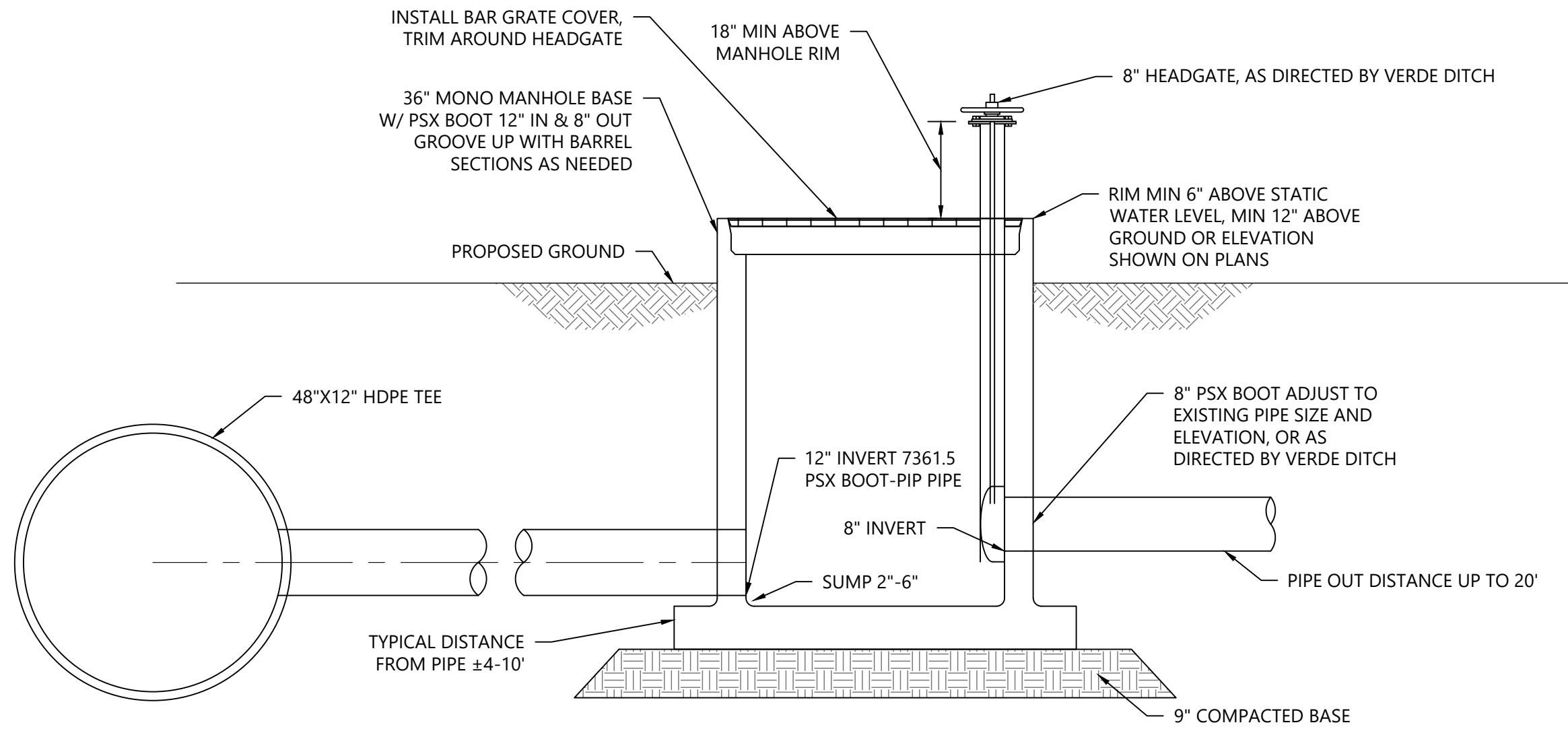
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4.1.0 INLET AND SPILL STRUCTURE PLAN
NTS



4.1.0 INLET AND SPILL STRUCTURE CROSS SECTION
NTS



4.1.1 FIELD SIDE TURNOUT HEADGATE MANHOLE
NTS

CONCEPT

VERDE DITCH-GRIEF HILL WASH 2025

HEADWALL DETAILS

YAVAPAI COUNTY, AZ

Rev	Date	Description	By	Drawn By	Title
1.0	8/11/25	CONCEPT	DNH	SDG	VERDE DITCH-GRIEF HILL WASH 2025
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				Reviewed By: RLA	
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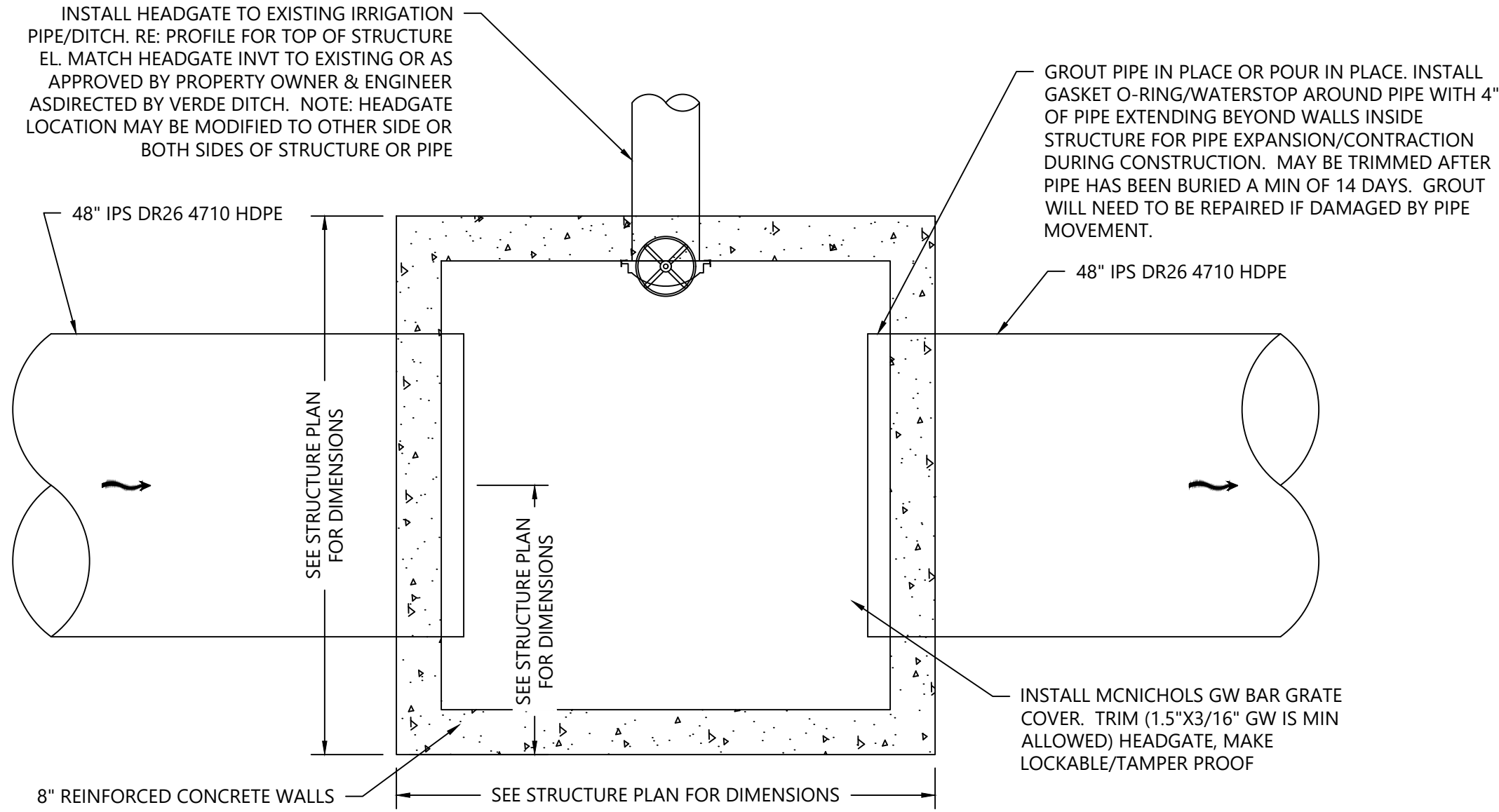
WHI WESTERN HERITAGE
CONSULTING ENGINEERING

307.215.7430
info@westernhce.com

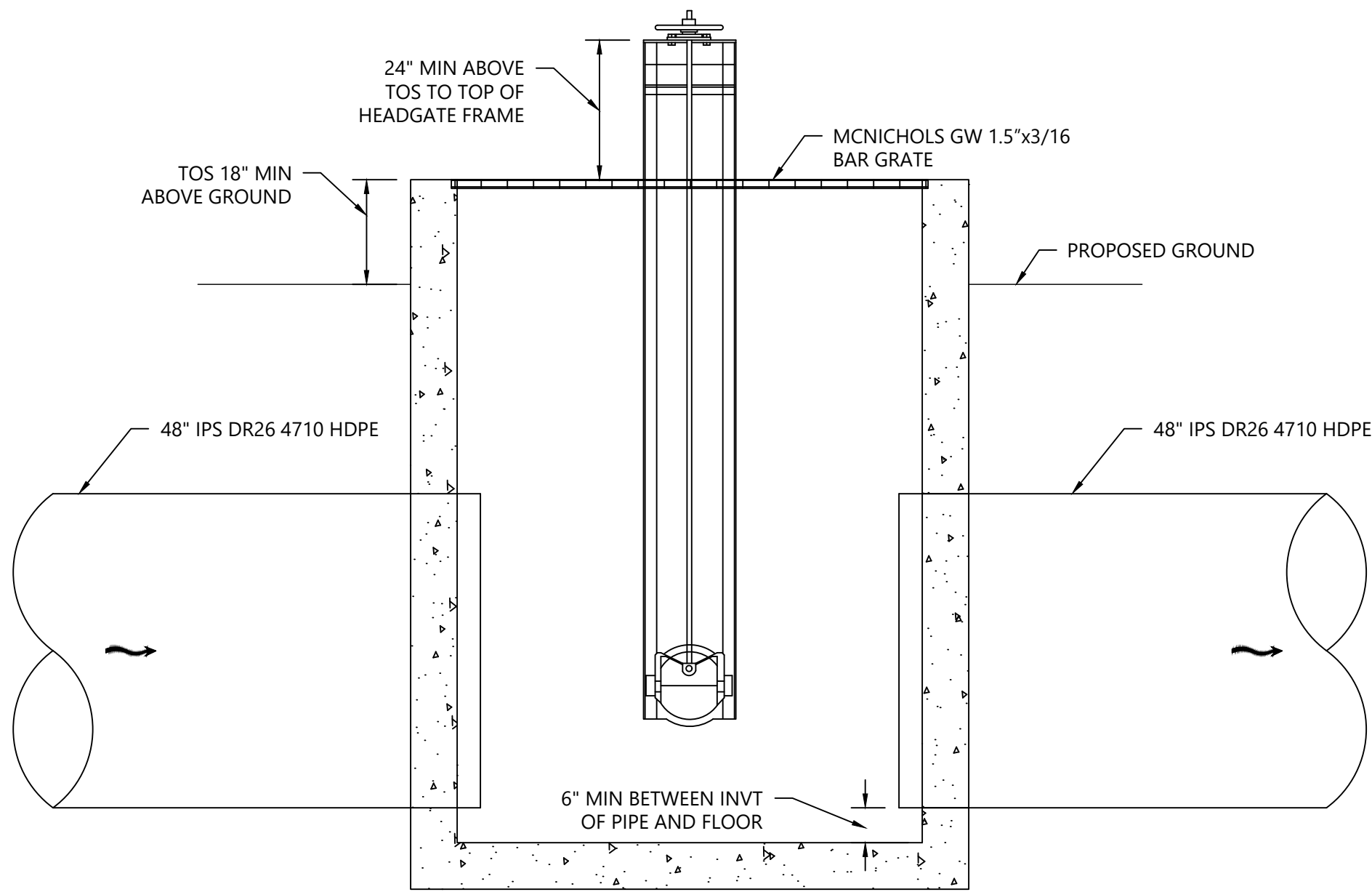
1551 Three Crowns Dr.
Casper, WY 82604

Job Number:
23WHC817

Sheet Number:
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FIELD INLINE TURNOUT HEADGATE MANHOLE PLAN
NTS



FIELD INLINE TURNOUT HEADGATE MANHOLE CROSS SECTION
NTS

CONCEPT

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1551 Three Crowns Dr.
Casper, WY 82604

Job Number:
23WHC817

Sheet Number:
C4.2

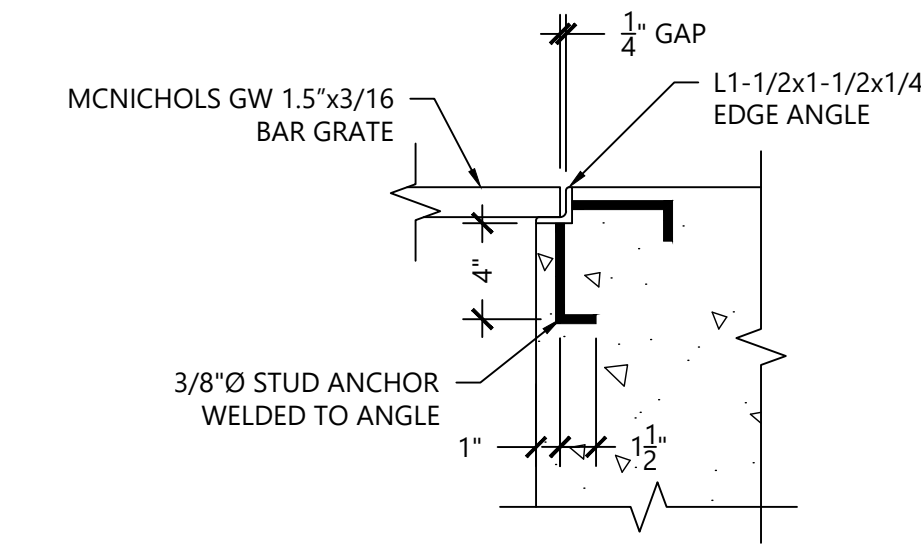
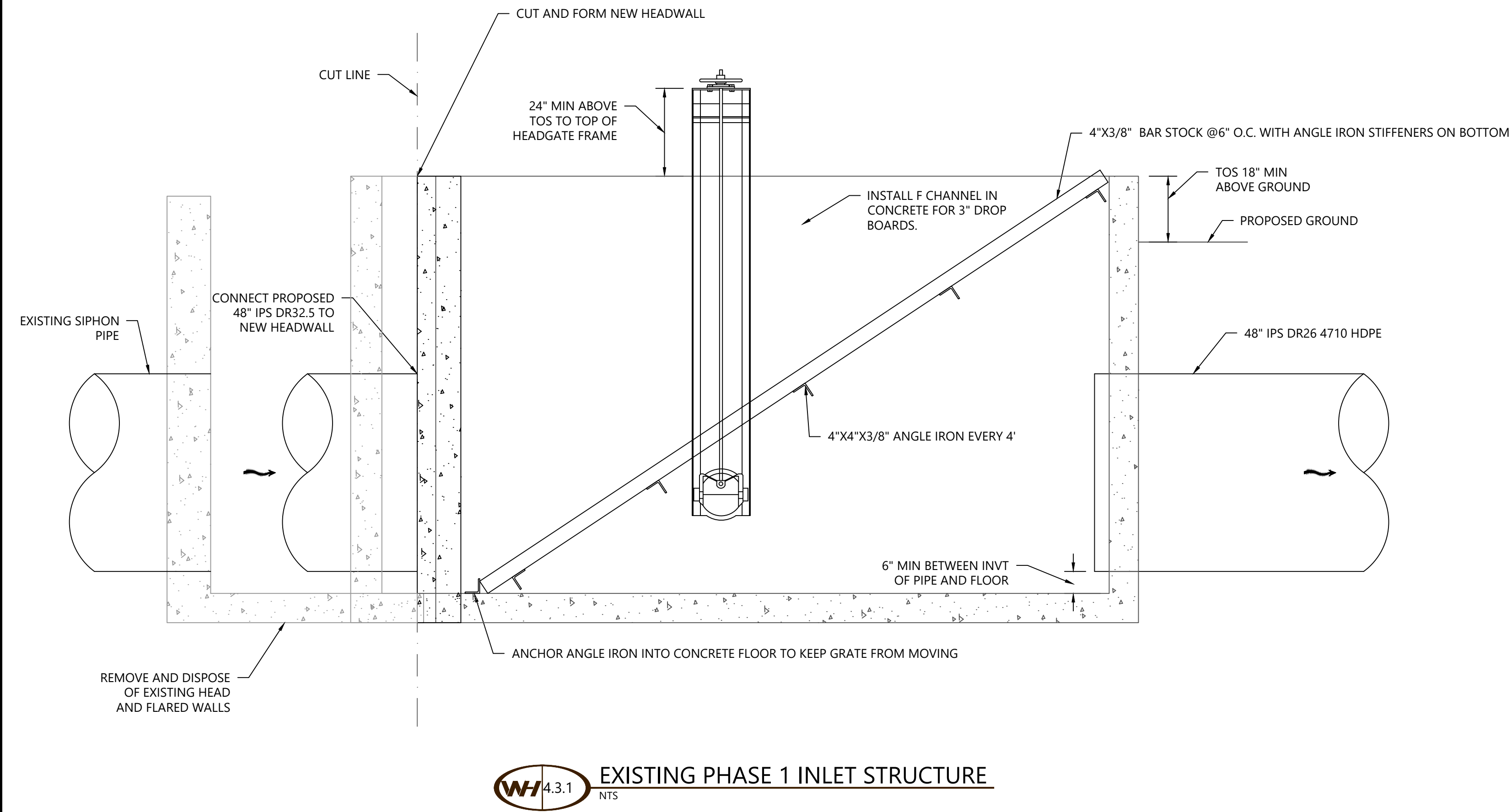
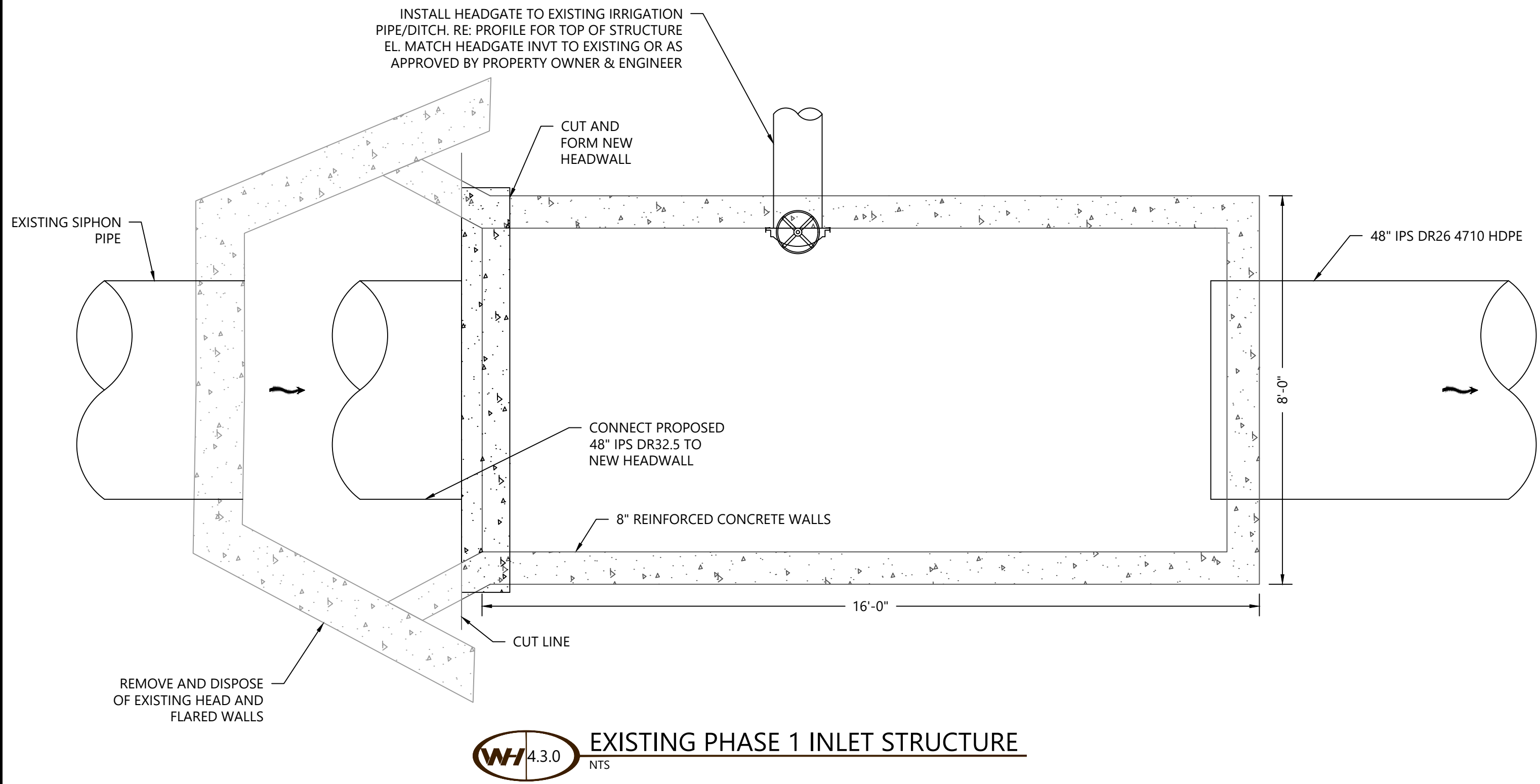
VERDE DITCH-GRIEF HILL WASH 2025

STRUCTURE DETAILS

YAVAPAI COUNTY, AZ

Rev	Date	Description	By	Drawn By	Title
1.0	8/17/25	CONCEPT	DNH	SDG	
				Designed By:	DNH
				Reviewed By:	RLA
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CONCEPT

VERDE DITCH-GRIEF HILL WASH 2025

STRUCTURE DETAILS

YAVAPAI COUNTY, AZ

Rev	Date	Description	By	Drawn By	Title
1.0	8/17/25	CONCEPT	DNH	SDG	VERDE DITCH-GRIEF HILL WASH 2025
				DNH	DESIGNED BY
				RLA	REVIEWED BY
					SCALE
					SHOWN

WHI WESTERN HERITAGE
CONSULTING & ENGINEERING
307.215.7430 1551 Three Crowns Dr.
info@westernhce.com Casper, WY 82604

Job Number:
23WHC817
Sheet Number:
C4.3



Contract Number:	
TNC Accounting Information	
Project Name:	
Project-Award-Activity #:	
Source of funds:	☐ Public Funds ☐ Private funds ☐ Private funds with donor restrictions ☐ Private funds as match for public funds

CONTRACT FOR SERVICES

This Contract for Services (the “**Contract**”) is entered into by and between **The Nature Conservancy**, a District of Columbia non-profit corporation (“**TNC**”), through the following U.S. office:

TNC Business Unit Name:	
TNC Business Unit Office Address:	
TNC Contact Name and Title:	
TNC Contact Email Address:	

and the following person or entity (“**Contractor**”):

Name of Contractor: (Include DBA, if any)	
Address:	
Telephone:	
Email Address:	
Name of Representative (if applicable):	
Type of Entity (if applicable):	
State of Incorporation (if applicable):	

Services. TNC engages Contractor to provide the services, goods and/or deliverables (collectively, the “Services”) descri

1. bed in **Exhibit A** (“Description of Services”) in accordance with the terms and conditions of this Contract.

2. **Payment.** TNC will compensate Contractor for the Services by paying a “Contract Fee” as follows:

a. **Contract Fee Amount** (inclusive of all taxes; exclusive of reimbursable expenses): US \$ [\$\$\$\$\$]

b. **Contract Fee Payment Schedule:**

i. US \$ [\$\$\$\$\$] – Advance payment upon signature of the Contract by both Parties.

ii. US \$ [\$\$\$\$\$] - Payment One upon receipt and approval by TNC of Product [#].

iii. US \$ [\$\$\$\$\$] - Payment Two upon receipt and approval by TNC of Product [#].

iv. US \$ [\$\$\$\$\$] - Payment Three upon receipt and approval by TNC of Product [#].

v. [Add additional payments as necessary]

c. **Reimbursable Expenses:** Contractor agrees to furnish (or reimburse TNC for) all tools, supplies, and materials to accomplish this Contract, and shall incur all expenses associated with performance, except as expressly provided herein. TNC may reimburse the Contractor for specific eligible expenses as follows:

☐ None. TNC will not reimburse the Contractor for any expenses.

☐ TNC will reimburse the Contractor for the following eligible expenses up to a maximum amount of US \$ [\$\$\$\$ Insert maximum amount here] (inclusive of all taxes): [Insert description of what expenses are eligible for reimbursement or write N/A. For example - Contractor's out-of-pocket costs in performing the Services, such as economy travel (with automobile mileage at current U.S. Federal rate), accommodations, and workshop materials. TNC shall not reimburse ordinary business expenses such as laptops, paper, ink, cell phone, internet, advertising, insurance, or overhead costs]

- d. **Invoices and Payments.** Unless additional acceptance criteria are defined in Exhibit A, TNC shall provide approval of Services and deliverables within 30 days of receipt. Requests for payment of the Contract Fee must be submitted to TNC in the form of an invoice itemizing the Services performed or delivered during the invoice period. Invoices will be subject to review and approval by TNC, and TNC may deny payment of requests received more than sixty (60) days after the final deadline for the completion of Services. TNC will make all payments either (i) by check, subject to TNC's receipt from Contractor of a properly completed IRS Form W-9, or (ii) via Vendor ACH, subject to Contractor's completion of TNC's Vendor ACH Enrollment Form. Expenses authorized for reimbursement by TNC must be: (i) substantiated by adequate documentation (such as receipts), unless waived in writing by TNC; (ii) reasonable in amount; (iii) related to and in furtherance of the Contract purposes; and (iv) submitted with Contractor's invoices for payment. In the event of early termination of the Contract and upon receipt of any termination notice, with or without cause, Contractor shall not incur any further expenses, without express written consent by TNC. TNC shall not pay any expenses to third parties on behalf of the Contractor.
 - e. **Stop Work Notice.** If TNC receives a disbursement suspension, stop work notice, directive or other similar communications from an entity providing funding for this Contract, TNC may notify Contractor to stop all or part of the Services ("Stop Work Notice"). Contractor shall follow the directions in the Stop Work Notice and shall not engage in the Services or incur expenses under the Contract until receipt of written notice from TNC to resume. TNC shall reimburse the Contractor for all reasonable expenses or non-cancelable commitments incurred as of the date of the Stop Work Notice, not to exceed the total amount committed under this Contract.
 - f. **Funds Availability.** TNC's payment obligations under this Contract are contingent upon the availability of awarded funds from which payment for contract purposes can be made. No legal liability on the part of TNC for any payment may arise until funds are made available from the prime funder for this Contract and until the Contractor receives written notice of such availability.
3. **Term.** This Contract shall become effective upon the last signature date below and expires on [INSERT SPECIFIC EXPIRATION DATE] (the "Contract Term"). Any deadlines set forth herein may be extended only with TNC's prior written consent, which may be provided by email so long as they do not change the value of the Contract and remain within the Contract Term. Time is of the essence in the performance of this Contract.
 4. **Termination.**
 - a. **For Convenience.** TNC may terminate this Contract for convenience at any time upon two weeks' written notice to Contractor. TNC will pay Contractor for the Services that have been satisfactorily performed, as determined by TNC, as of the termination date. Contractor shall submit a final invoice within fourteen days following termination of services.
 - b. **For Default.** TNC may immediately terminate this Contract for default by written notice to Contractor if Contractor fails to provide satisfactory Services or deliverables, if the Services or deliverables cannot be performed in accordance with Applicable Laws (defined below) or TNC's policies, or if Contractor fails to perform any material duty, obligation, or covenant under this Contract, whether for circumstances within or beyond Contractor's control. Should termination occur as a result of Contractor's default, TNC may, without limiting any other remedies available to it under Applicable Laws, reduce the fees owed to reasonably account for unsatisfactory completion of the work, or recover damages from Contractor resulting from Contractor's default and offset any amounts payable to Contractor against such damages.
 - c. **Refund of Advanced Payments.** Regardless of the reason for termination, to the extent the balance of any advance payments made by TNC exceeds the total payments due to Contractor for Services satisfactorily completed, Contractor must promptly return the excess advance payments within fourteen (14) days.
 5. **Conflict of Interest Determination.** Contractor represents and warrants that, to the best of Contractor's knowledge, the information Contractor has provided on TNC's Conflict of Interest Inquiry Form (attached as Exhibit B) is true and correct.

If any of the information Contractor has provided changes during the term of this Contract, Contractor agrees to promptly notify TNC in writing of such change. The parties acknowledge that publicly traded companies engaging in the normal course of business, government agencies, and universities are not required to submit a Conflict Inquiry Form.

6. **Independent Contractor Status; No Benefits.**

The parties intend this Contract to create an independent contractor-client relationship and not an employee-employer relationship. Contractor is solely responsible for the conduct and control of the Services and fulfilling Contractor's duties and obligations under this Contract. Contractor is not an agent or employee of TNC, and no partnership, joint venture, or principal-agent relationship exists. Neither party will have any right, power, or authority by virtue of this Contract to create any obligation, express or implied, on behalf of the other party.

7. **Taxes.** Contractor is responsible for filing and paying its own taxes and for complying with the requirements of any applicable tax laws. TNC will not withhold or pay on behalf of Contractor or any of Contractor's employees any U.S. Federal, state, or local income tax, payroll tax, or any excise, sales, or use tax of any kind. TNC will report to the IRS on Form 1099 all fees paid to Contractor, as and to the extent required by Applicable Laws.
8. **Performance of Work.** Contractor represents and warrants that Contractor is qualified and will perform the Services in accordance with the highest standards of Contractor's profession or craft. Contractor is responsible for the complete performance of the Services notwithstanding the use of any subcontractors or work performed by anyone else under Contractor's direction or control. Contractor will not be paid for any Services found by TNC to be unsatisfactory.
9. **Liability; Indemnification.** Contractor agrees that it is entering into this Contract and performing the Services entirely at Contractor's own risk. Contractor, on behalf of Contractor and Contractor's employees, subcontractors, and agents, agrees to indemnify, defend, and hold harmless TNC and its directors, officers, employees, agents, and assigns (collectively, the "Indemnified Parties") from and against any and all liabilities, demands, damages, claims, losses, costs, settlements, judgments, fines, penalties, or expenses, including reasonable attorneys' fees and costs, (collectively, "Claims") that directly or indirectly arise out of, relate to, or result in any way from the performance of this Contract, (including but not limited to reclassification as an employee as describe above) whether or not the Claims have merit, involve third parties, or are caused or alleged to be caused by Contractor or any of the Indemnified Parties; provided, however, that Contractor will not be responsible for Claims arising from the sole negligence, gross negligence, or willful misconduct of any of the Indemnified Parties.
10. **Insurance.** Prior to commencing the Services and during the Contract Term, Contractor must have and maintain the following insurance policies:
- Workers' compensation insurance coverage as required by Applicable Laws;
 - Commercial general liability insurance (including contractual liability if the Contract Fee is US \$100,000 or more or if requested by TNC) of at least US \$2,000,000 per incident, written on an occurrence basis, and covering the Services that are the subject of this Contract, including any related claims;
 - Automobile liability insurance, covering all owned and non-owned vehicles used in performing the Services, with a liability limit of at least \$1,000,000 per occurrence; and
 - Professional liability (errors & omissions) insurance in the amount of at least US \$1,000,000 if Contractor is providing professional services (such as consulting, engineering, design, appraisal, or surveying services).
- The Contractor may use umbrella or excess policies to provide the liability limits as required in this Contract. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying commercial general liability insurance. Before any of the Services commence, the foregoing requirements must be evidenced by one or more certificates of insurance, showing TNC as an additional named insured on the commercial general liability policy and requiring at least 30 days advance written notice to TNC of any cancellation, renewal, reduction in limits, or coverage or other material change of the policies. TNC reserves the right to request additional documentation, such as one or more policy endorsements, deemed reasonably necessary to ensure such requirements have been met.
11. **Work Product; Intellectual Property.** Contractor retains all right, title, and interest in works, inventions, and other intellectual property original to or owned by Contractor prior to the execution of this Contract or created outside the scope of this Contract. If the Services involve the creation of intellectual property including, but not limited to, inventions, concepts, processes, reports, derivative works, studies, photographs, software (including in both object code

and source code form), drawings, designs, writings, related drafts, supporting materials, or data (collectively, the "Works"), TNC will own all right, title, and interest, including copyrights, and, if applicable, patent rights, in and to the Works. Contractor agrees that all copyrightable Works are "works made for hire" as defined under the copyright laws of the United States. To the extent that any of the Works are not works made for hire, Contractor unconditionally assigns to TNC and TNC's successors and assigns all right, title, and interest, including copyright, and other intellectual property rights, in and to the Works in all media (whether now known or later developed) worldwide and in perpetuity. Contractor grants to TNC a worldwide, non-exclusive, royalty-free, perpetual license to use, reproduce, distribute, modify, exercise, practice, perform, and exploit any assets subject to Contractor's patents, copyrights, or other intellectual property rights, to the extent that such license is necessary for TNC to enjoy all rights associated with ownership of the Works. Upon request of TNC, Contractor will deliver to TNC all tangible copies (including digital copies) of the Works and will execute and complete all documentation necessary to establish TNC's ownership of the Works. Contractor warrants and covenants that the Works will not infringe on the patent rights, copyrights, or other intellectual property rights of Contractor or third parties.

12. **Use of TNC Name and Logo.** Unless expressly authorized in writing in this Contract or in a separate written agreement, Contractor may not use TNC's name, logo, or other intellectual property in any manner, whether in conjunction with the Services or otherwise, except (a) to deliver invoices or other notices to TNC and (b) within acknowledgements of TNC funding, as authorized in writing by TNC.
13. **Confidential Information.** In performing the Services, Contractor might have access to information, whether verbal, in writing, in electronic format, or in any other tangible form, disclosed by TNC, directly or indirectly, to Contractor that is (a) identified as confidential, or (b) disclosed in a manner in which TNC reasonably communicates, or that Contractor should reasonably have understood, should be treated as confidential, whether or not designated as "confidential" (collectively, "Confidential Information"). Confidential Information includes, without limitation, data sets, personal data (including donor data), marketing plans, research, products, technologies, software source code, software object code, data collection functionalities, trade secrets, pre-publication patent applications, research and development, know-how, and other information relating to TNC and its operations, programs, or systems. Contractor may not publish or divulge any Confidential Information without TNC's prior consent and agrees to use Confidential Information solely in furtherance of the Services. Contractor must use appropriate security procedures to safeguard Confidential Information. Contractor acknowledges and agrees that in the event Contractor receives any personal identifying information (i.e., information that identifies or can be used to identify an individual or that relates to an identified individual), Contractor (i) will be subject to a TNC IT Security review prior to such transfer or exchange and (ii) Contractor will comply with all Applicable Laws relating to the protection of personal identifying information. In addition, Contractor must comply with any additional requirements relating to protection of data as set forth in this Contract and/or as specified in any exhibits to this Contract.
14. **Compliance with Laws and other Safeguards.** Contractor represents, warrants, and agrees that Contractor:
 - a. can lawfully work in the United States and/or the countries where the Services will be performed;
 - b. has or will obtain at Contractor's expense (except to the extent otherwise explicitly stated in this Contract) any permits, licenses, or authorizations required to perform the Services. This includes, without limitation, a property owner's prior permission to enter upon private property and any related permissions for completion of the project;
 - c. will take affirmative steps to inform TNC, prior to signing this Contract, if it is a privately held entity in which a Government Official¹ has equity ownership or, in the case of an individual person providing services as an independent contractor, if the Contractor is a Government Official for any government *other than* a U.S. local, state, or federal government agency;
 - d. will comply with all statutes, laws, ordinances, executive orders, rules, regulations, court orders, and other governmental requirements for the jurisdiction(s) in which the Services are performed and any other jurisdiction(s) in which Contractor is organized or authorized to do business;
 - e. will work with, and require all authorized subcontractors to work with, TNC to identify material risks and develop and implement appropriate environmental and social safeguards (e.g., consistent incorporation of free, prior, and

¹ For purposes of this Contract, TNC defines a "Government Official" as any official or employee of any government, political party, or public international organization, and any candidate for political office, regardless of whether the person purports to act in a private capacity or serves without compensation. For purposes of this definition, the "government" means any agency, department, embassy, instrumentality, or other governmental entity, including any company or other entity owned or controlled by the government.

informed consent) when and if the Services could directly impact Indigenous Peoples or Local Communities (IPLCs). Implementations plans must include periodic consultation with TNC;

- f. will not employ any person who is less than 18 years old, unless permissible by applicable laws in the jurisdiction where the Contractor is performing the Services. Under no circumstances shall the Contractor employ any person who is less than 16 years old, *even if* permissible by the applicable laws;
- g. will comply with all applicable anti-bribery or anti-corruption laws and regulations. To that end, Contractor shall not either directly or indirectly, pay, offer, promise to pay, or give anything of value (including any amounts paid by TNC) to any person, including an employee or official of a government, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person for the purpose of obtaining, retaining, or directing business. Any amounts paid by TNC to Contractor will be for services actually rendered in accordance with the terms of this Contract. Contractor shall not accept bribes or kickbacks in any form. The Contractor further represents, warrants, and agrees that it has not committed any of the acts prohibited herein or been accused of making or authorizing any acts prohibited herein;
- h. will comply with all applicable counterterrorism, anti-money laundering and economic sanctions laws. To that end, the, Contractor represents and warrants that, to the best of Contractor's knowledge, Contractor and Contractor's subsidiaries, principals, and beneficial owners, if any:
 - i. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
 - ii. (A) are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism; and (B) will not engage in transactions with, or provide resources or support to, any such individuals or organizations or anyone else associated with terrorism;
 - iii. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
 - iv. have not conducted, and will not conduct, their operations in violation of applicable money laundering laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any jurisdictions to which they are subject, and no action or inquiry concerning money laundering by or before any authority is pending;
- i. will comply with all applicable human rights laws, statutes, regulations, and codes as well as any human rights policy, standard operating procedure, guideline, or procedure adopted by TNC and shared with Contractor. Furthermore, in performing the Services, the Contractor shall respect human rights by: (a) identifying, preventing, and mitigating any potential or actual adverse human rights impacts resulting from its activities or the activities of its subcontractors, suppliers, or similar third parties; and (b) remediating any actual adverse human rights impacts which it causes or to which it contributes as soon as is practicable. Finally, the Contractor represents and warrants that neither Contractor nor any of its employees has been found at fault or penalized for any human rights violations or creating an adverse impact on human rights;
- j. will not discriminate against any individual or group based on race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status. If any U.S. government funds are transferred under this Contract, Contractor is also subject to Title VI of the Civil Rights Act of 1964 and related statutes, which prohibit discrimination based on race, color, national origin, age, or disability in federally funded programs;
- k. if the Services involve new construction or alterations of existing structures or facilities, Contractor will ensure that the Services comply with the Americans with Disabilities Act (ADA), including the latest ADA Standards for Accessible Design and any other applicable accessibility requirements arising under federal, state, or local law;
- l. will not take any actions that might cause TNC to be in violation of the laws, statutes, regulations, or similar rules mentioned in this Section (collectively, "Applicable Laws");
- m. will immediately notify TNC in writing if any of the representations, warranties, certifications, statements, or agreements in this Section change before or during the Contract Term; and

- n. will include provisions at least as restrictive as these in all permitted subcontracts (except for subcontracts purchasing commercially available, off-the-shelf goods or services).

If TNC determines that any of the representations, warranties, certifications, statements, or agreements in this Section are false, no longer valid, or have materially changed, whether the Contractor is at fault or not, TNC may terminate this Contract effective immediately upon written notice to Contractor, with no further obligation by TNC under this Contract, including payment, and TNC may pursue all available remedies under Applicable Laws.

- 15. **Governing Law; Forum.** This Contract and claims relating to this Contract will be interpreted, construed, and governed by the laws of the state in which the TNC Business Unit set forth on the first page this Contract is located (excluding such state's choice of law principles, if any). In the event of any litigation over the interpretation or application of any of the terms of this Contract, litigation will be conducted in the state in which the TNC Business Unit set forth on the first page of this Contract is located.
- 16. **Miscellaneous Terms and Conditions.**
 - a. **Notices.** Any notice, request, or demand made by either party to this Contract must be in writing and must be sent and deemed delivered as follows: (i) in person – delivered immediately; (ii) by mail, postage prepaid, certified (return receipt requested) – delivered three business days after sending; (iii) by a nationally recognized, next-day delivery service with tracking information and requesting next-business day delivery – delivered the next business day; or (iv) email – delivered the next business day.
 - b. **Assignment; Subcontracting.** Contractor may not assign this Contract or subcontract any portion of the Services without TNC's prior written consent, which may be granted via email or by the inclusion of the subcontract description in Exhibit A. TNC's consent may be granted or withheld in TNC's sole discretion. In the event a subcontract is approved, Contractor agrees and warrants that: (i) each individual shall be properly classified as either employee or subcontractor, (ii) it will ensure work is satisfactorily performed by said individuals, and (iii) it is fully responsible and liable for the satisfactory performance of all work performed hereunder. Contractor shall remain fully liable for all work by any subcontractors as if such services were performed by Contractor alone.
 - c. **Code of Conduct; Helpline.** TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with TNC's Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether an employee of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnchelpline.
 - d. **Entire Agreement; Amendments; Order of Precedence.** This Contract will become binding when signed by both parties and, together with its exhibits, which are hereby incorporated into and made a part of this Contract, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, both oral and written, between the parties relating to the Services described in this Contract. Unless explicitly stated otherwise in this Contract, no amendment to this Contract, including a change in the Description of Services, will be effective unless in a writing signed by both parties. In the event of a conflict, priority will be given to documents in the following order: (i) provisions in the main body of this Contract; (ii) provisions of any exhibit pursuant to Section 17 below, if applicable; (iii) Description of Services set forth in Exhibit A; and (iv) any additional exhibits or attachments to this Contract.
 - e. **Severability; No Waiver.** If any provision of this Contract is found to be invalid by a court of competent jurisdiction, the other provisions will not be affected by that finding. No delay in exercising any right or remedy under this Contract by either party will constitute a waiver of that right or remedy or of any other right or remedy under this Contract or under Applicable Laws.
 - f. **Joint and Several Liability.** If two or more persons or entities are identified as Contractor in this Contract, their obligations under this Contract are and will be joint and several.
 - g. **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute the complete Contract.
 - h. **Consent to electronic signatures.** Facsimile or scanned signatures on this Contract and any related documents, and digital or electronic signatures where authorized under Applicable Laws, will be fully binding for all purposes.
 - i. **Authorization to Sign.** Contractor represents and warrants that the person signing this Contract on behalf of Contractor is duly authorized to sign this Contract on Contractor's behalf.

- j. **Force Majeure.** The performance of this Contract by either party is subject to acts of God, war, acts of terrorism, disease, disaster, strikes, civil disorder, government regulation, legislation, or statement of policy which limits, prohibits or suggests curtailment of transportation, government issued health and safety orders, orders by a national, state, city, or local government or multilateral organization, or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing, making such performance illegal, commercially impractical, unsafe or inadvisable, for the Contract or any part thereof to be made. This Contract may be terminated immediately for any one or more such reasons by written notice from either party to the other ("Termination Notice") without any liability, fee, penalty or cost, except to pay for actual services that have already been received; it being understood and agreed that the amount of any prepayments and deposits made by one party to the other shall be refunded within thirty (30) days of the date of the Termination Notice, less any amounts in respect of actual services that have already been received.
- k. **Survival.** The "Liability; Indemnification," "Confidential Information," and "Intellectual Property" Sections of this Contract will survive the expiration or earlier termination of the Contract.

17. **Additional Terms and Conditions.** This Contract is further subject to the additional terms and conditions set forth in the following Exhibit C (and subsequent exhibits, in the event more than one option is selected):

- ☐ Additional Service Terms and Conditions Exhibit
- ☐ Data Protection Agreement [\[Link\]](#)
- ☐ U.S. Government Laws and Regulations Exhibit [\[Link\]](#)
- ☐ State/Local Government Terms and Conditions Exhibit
- ☐ Private Funder Terms and Conditions [\[Link\]](#)
- ☐ Other: _____
- ☐ None

In consideration of the above, TNC and Contractor execute this Contract effective as of the later date of signature below.

The Nature Conservancy

[Contractor's Name]

By: (signature) _____	By: (signature) _____
Print Name: _____	Print Name: _____
Title: _____	Title (if applicable): _____
Date: _____	Date: _____

Attachments:

Exhibit A: Description of Services
 Exhibit B: Conflict Inquiry Form
 Exhibit C: **[Insert appropriate name from Section 17 above]**
 Exhibit D: U.S. Laws and Regulations

EXHIBIT A
Description of Services

SAMPLE

FOR-PROFIT CONFLICT INQUIRY FORM

STEP 1: DESCRIPTION OF PARTIES & TRANSACTION	
Name of for-profit organization entering into transaction with TNC:	
Type of Transaction (select one):	☐ Contract for Services ☐ Licensing Agreement ☐ Grant Agreement ☐ Real Estate Transaction ☐ Purchase Order ☐ Other
<i>*“Organization” includes a for-profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation, an unincorporated entity, a foundation, public board, or commission.</i> If you selected “Other” or “Real Estate,” include description here (for real estate, describe property, size, fair market value and type of deal (sale, gift, lease, etc.)). Note: The purchase or sale of any interest in real property or water rights to or from any Related Party is a prohibited transaction and requires review by the Conflicts Committee and the TNC Global Board of Directors. A donation of a conservation easement by a Covered Person or Controlled Entity also requires review by the Conflicts Committee.	
Total Amount of Proposed Contract:	

STEP 2: DEFINITIONS & QUESTIONS
(1) TNC Key Employees and Board of Directors: Please refer to the <u>attached list</u> of Key Employees and members of Board of Directors (includes individuals who have left relevant TNC positions within the past five (5) years). (2) Covered Person: A Global Board Member, Key Employee, Trustee/Advisor, Staff Member, Substantial Contributor, Close Relative/Family Member or persons who have the ability to influence the decisions of TNC because of their relationship with TNC or their access to material information about TNC’s work. (3) Controlled Entity: - For-profit entity of any kind where a Covered Person, individually or collectively with other Covered Persons: - owns more than 35% of the stock or value of an organization (directly or indirectly); or - has a controlling influence over the organization’s management or policies (ex. key management or board member). - Nonprofit entity where a Covered Person, individually or collectively with other Covered Persons, is a board member, officer, director or key employee of the entity and has the ability to influence management of the entity. (4) Related Party: Any individual who is, or was at any time during the 12-month period ending on the date of the purchase or sale, a member of the Board of Directors, a Trustee (or comparable volunteer advisor, such as a Regional Council member), or an employee of TNC; any individual who is a close relative of such an individual; and/or an entity in which the individual (or their close relatives) directly or indirectly own(s) more than 5% of the equity interest therein. (5) TNC Trustee: Individuals serving as a Trustee or Advisor to TNC.

- (6) **Substantial Contributors:** Individuals or organizations who have made total aggregate contributions to TNC of (i) ≥ US \$5 million during the current fiscal year or (ii) ≥ US \$25 million within the last five (5) fiscal years. Fiscal years run from July 1st through June 30th.
- (7) **Family Members and Close Relatives:** Family members of any individual listed above, such as spouse, domestic partner, parent, sibling, child, dependent, other progeny, and ancestors.

STEP 2. SECTION 1. FOR-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
a. Is your organization a Substantial Contributor to TNC?		
b. Now, or at the time of the proposed transaction, to the best of your knowledge, do any of the following (individually or collectively with other persons) (i) own more than <u>35% of the stock or value</u> of your organization (directly or indirectly) and/or (ii) have a controlling influence over the organization’s management or policies (e.g., key management or board member): • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals.		
c. Now, or at the time of the proposed transaction, have or will any TNC Key Employees or members of the Board of Directors serve in the following positions of your organization? • Officer, director, trustee, key employee, or partner; • Member (if your organization is a limited liability corporation); and/or • Shareholder (if your organization is a professional corporation).		

STEP 3: COMMENTS (Explain any “yes” answers checked above. Attach additional pages as necessary.)

STEP 4: NOTICE OF TNC CODE OF CONDUCT & SIGNATURES
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TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with TNC’s Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether a part of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnchelpline.

The undersigned certifies the information in the inquiry form is true and correct to the best of their knowledge.

Signature:	
Printed Name:	
Title (if for an organization):	
Address:	
Date of Signature:	

TNC COVERED PERSONS

The following are individuals who are currently or have been, during the preceding five (5) fiscal years, a TNC “Key Employee” or a member of the Board of Directors of TNC or one of its U.S. Related Entities.

List Current as of May 13, 2025

Current Key Employees/ Officers	Former Key Employees/ Officers	Current Board of Directors	Prior Board Members
Nathalie Augustin David Banks James Bond Neel Broker Matt Brown Jan Glendening Tom Neises Asha Shah	James Asp Hans Birle William Ginn Wisla Heneghan Brian McPeck Bola Olusanya Hugh Possingham Michael Sweeney Leonard Williams	James Attwood, Jr. Amy Batchelor John Bernstein Stuart Brown Michelle DePass William Frist Harry Hagey Margaret Hamburg Fred Hu Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Jennifer Morris Roshni Nadar Malhotra Douglas Petno Sergio Rial Fawn Sharp Anna Skoglund Kent J. Thiry Kevin Weil	Shona L. Brown Laurence Fink Joseph H. Gleberman Andrew Liveris Jack Ma Claudia Madrazo Craig McCaw Ana M. Parma Vincent Ryan Rajiv Shah Brenda Shapiro Thomas J. Tierney Moses Tsang Frances A. Ulmer Margaret C. Whitman Ying Wu

U.S. [Related Entity](#) Covered Persons

BIN = Blue Investments in Nature; CF&R – Conservation Farms & Ranches

Current Key Employees/ Officers	Former Key Employees/ Officers	Current Board of Directors	Prior Board Members
Leah Carriere (BIN) Jerred Dixon (CF&R) Teela Pejisa (CF&R) Angela Ortegon (CF&R)	Stephen Valdes-Robles (BIN) Felicity Fyfe (CF&R) Charlotte Kaiser (BIN)	Svetoslav Gatchev (BIN) Melissa Garvey (BIN) Jeffery Schutes (BIN) Mark Kramer (CF&R) Rodd Kelsey (CF&R) Susan North (CF&R) Ankith Patel (CF&R)	Diane Miller (BIN) Michael McFadden (CF&R) Scott Morrison (CF&R) Ann Marie Nemanich (CF&R) Jason Pelletier (CF&R)

		Sandi Matsumoto (CF&R)	
Other TNC Related Entity Covered Persons (If applicable)			
Key Employees (members of Related Entity leadership team):		Current Fiduciary Board Members, if applicable:	

SAMPLE

EXHIBIT D

U.S. Government Laws and Regulations Attachment

U.S. GOVERNMENT LAWS AND REGULATIONS. Contractor understands that this Contract will be funded by U.S. Government funding and that Contractor shall be responsible for ensuring that all work/travel is carried out in compliance with any pertinent regulations and laws including but not limited to those listed below.

A. RECORD RETENTION. Financial records, supporting documents, statistical records, and all other records pertinent to this Contract shall be retained by Contractor for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. ACCESS TO RECORDS. TNC, the U.S. Federal entity providing the funding from which this Contract will be paid, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of timely and unrestricted access to any books, documents, papers, and other records of Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, copies, and transcriptions. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.

C. DEBARMENT AND SUSPENSION. No contract shall be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

D. CONTRACTOR LIABILITY. Contractor assumes sole responsibility for reimbursement to the Conservancy or the U.S. Federal Government, whichever is appropriate, of a sum of money equivalent to the amount of any expenditures disallowed should TNC, the U.S. Federal entity providing funding, or any authorized agency rule, through audit exception or some other appropriate means, that expenditures from funds allocated to Contractor were not made in compliance with the provisions of this Contract.

E. TRAFFICKING IN PERSONS.

- (a) Contractor (including its officers, directors, employees and agents must not -
 - (i) Engage in severe forms of trafficking in persons during the Contract Term;
 - (ii) Procure a commercial sex act during the Contract Term; or
 - (iii) Use forced labor in the performance of the Contract or in any subcontracts.
- (b) TNC may unilaterally terminate this Contract, without penalty, if Contractor is determined by TNC to have violated this provision through:
 - (i) Conduct that is either associated with performance under this Contract;
 - (ii) Conduct imputed to Contractor or his subcontractor.
- (c) Other Requirements:

(i) Contractor shall inform TNC immediately of any information received from any source alleging a violation of a prohibition in paragraph (a)(i) of this provision.

(ii) Contractor shall include the requirements of this provision in any subcontract made under this Contract.

(d) **Definitions.** For purposes of this provision:

(i) "Employee" means either:

A. An individual employed by Contractor or a subcontractor who is engaged in the performance of the project or program under this Contract; or

B. Another person engaged in the performance of the project or program under this Contract and not compensated by Contractor, including, but not limited to, a volunteer or individual whose services are contributed by a third party.

(ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) "Severe forms of trafficking in persons" means (a) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (b) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iv) "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

(v) "Coercion" means (a) threats of serious harm to or physical restraint against any person; (b) any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (c) the abuse or threatened abuse of the legal process.

F. CONSTRUCTION, REPAIR and FACILITIES IMPROVEMENTS. If the activities funded by this contract involve construction, repair or facilities improvements, the following provisions may apply:

1. **Davis-Bacon Act.** If the value of this contract exceeds \$2,000, and if required by the U.S. Federal funding agency, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 - 3148) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
2. **Federal Contractor Minimum Wage Requirement.** If this contract is subject to the Davis-Bacon Act, the Service Contract Act, or is otherwise in connection with Federal property, land, or services to federal employees, Executive Order 13658 applies and all hourly/nonexempt employees directly working on this contract or performing support services must be paid the Federal Contractor Minimum Wage rate as established by the Department of Labor each year. This minimum wage requirement is subject to change, and Contractor must ensure that staff and any subcontractors are paid the minimum wage that is in effect.
3. **Copeland Anti-Kickback Act.** In any construction or repair contract, Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations

(29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

4. For construction or facility improvement contracts exceeding \$250,000 Contractor shall follow its own bid guarantee, performance bond, and payment bond requirements. For those contracts exceeding \$250,000, in situations where the Conservancy does not examine Contractor's bid guarantee and bonding requirements and has not notified Contractor that the U.S. Federal Government's interest is adequately protected, Contractor shall comply with 2 CFR 200.326.
5. Equal Opportunity. If this Contract meets the definition of a "federally assisted construction contract" as described in 41 CFR Part 60-1.3, Contractor must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

G. BYRD RULE ANTI-LOBBYING AMENDMENT. If the value of this agreement exceeds \$100,000, Contractor shall certify, to the best of Contractor's knowledge and belief, that:

1. No U.S. Federal appropriated funds have been paid or will be paid, by Contractor or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection the underlying U.S. Federal award, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subcontracts under this Contract and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. If the value of this agreement exceeds \$100,000 and the activities require the employment of mechanics or laborers, Contractor shall comply the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704.), as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

I. CLEAN AIR ACT. If the value of this agreement exceeds \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

J. INVENTIONS. If the work to be done under this contract involves the performance of experimental, developmental, or research work, Contractor shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

[End of U.S. Government Laws and Regulations Attachment]

SAMPLE

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

July 18, 2023

Attachment **XX** – Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Contractor shall select the “Exempt Contractor” option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. § 35-394, all Contractors must select one of the following:

- ☐ Company **does not** use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People’s Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or
 - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
- ☐ The Company **does** participate in the use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- ☐ **Exempt Contractor: Select all statements that apply to the Contractor:**
- ☐ Contractor is a sole proprietorship;
 - ☐ Contractor has fewer than ten (10) employees; and/or
 - ☐ Contractor is a non-profit organization.

Company name

Signature of person authorized to sign

Address

Printed name and Title

City, State, ZIP

Contact email address

Contact phone number

July 18, 2023

Attachment **XX** – Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the “Exempt Solicitation, Contract, or Contractor” option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; or
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Materials or Services from Israel.”

Under A.R.S. § 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

(a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.

(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

...

5. "Public entity": (a) Means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State. (b) Includes the universities under the jurisdiction of the Arizona board of regents and community college districts as defined in section 15-1401.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. § 35-393.03.

In compliance with A.R.S. § 35-393 *et seq.*, all Offerors must select one of the following:

- ☐ The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 *et seq.* I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317;
- ☐ The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. § 35-393 *et seq.*; or
- ☐ **Exempt Solicitation, Contract, or Contractor.** Indicate which of the following statements applies to this Contract (may be more than one):
 - ☐ Solicitation or Contract has an estimated value of less than \$100,000;
 - ☐ Contractor is a sole proprietorship;
 - ☐ Contractor has fewer than ten (10) employees; or
 - ☐ Contractor is a non-profit organization.

Company name

Signature of person authorized to sign
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Address

Printed name and Title

City, State, ZIP

Contact email address	Contact phone number
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