# **BIDDING DOCUMENTS**

# FOR CONTRACTED WORK PERFORMED FOR THE SALMON RIVER RESTORATION COUNCIL UNDER THE

SOUTH FORK TRIBUTARY HABITAT ENHANCEMENT PROJECT, UNDER AGREEMENT NO. P1510503

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### A. Instructions to Bidders

#### 1. DEFINITIONS

- 1.1 Except as otherwise specifically provided, definitions set forth in the General Conditions or other Contract Documents are applicable to all Bidding Documents.
- 1.2 The term "Addenda" means written or graphic instruments issued by SRRC prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 The term "Bid Deadline" means the date and time on or before which Bids must be received, as designated in the Advertisement for Bids and which may be revised by Addenda.
- 1.4 The term "Bidder" means a licensed person or firm that submits a Bid.
- 1.5 The term "Bidding Documents" means the documents prepared and issued for bidding purposes including all Addenda thereto.
- 1.6. The term "Contract Documents" refers to the documents that will be transmitted to the successful Bidder, and is the legal binding document under which all contracted Work described in the Bidding Documents is to be performed.
- 1.7 As used in these instructions to Bidders, the term "Facility" means the Salmon River Restoration Council (SRRC) the office/organization issuing the Bidding Documents.
- 1.8 The term "Lump Sum Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents.
- 1.9 The term "Planholder" means a person or entity known by the Facility to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written pre-bid communications.
- 1.10 As used in these instructions to Bidders, the term "Business Day" means any day other than a Saturday, a Sunday, and the following holidays: January  $1^{st}$ , the last Monday in May, July  $4^{th}$ , Thanksgiving Day, December  $25^{th}$ , December  $31^{st}$ .

#### 2. BIDDER'S REPRESENTATIONS

- 2.1 Bidder, by making a Bid, represents that:
- 2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.
- 2.1.2 Bidder is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.
- 2.1.3 The Bid is based upon all the materials, equipment, and systems required by the Bidding Documents without exception.
- 2.1.4 At the time of submission of the Bid, Bidder and all Subcontracts, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractor's State License Board (or other applicable State Board) for the Work to be performed and any licenses specifically required by the Bidding Documents.
- 2.1.5 By submitting a Bid, the Bidder certifies that it is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." If any subcontracts are to be made, the Bidder further guarantees that Bidder shall not make any subcontracts to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." Upon selection, Bidder agrees to submit to SRRC any required certification regarding its [Bidder's] exclusion status and that of its principal employees or any subcontractors.
- 2.1.6 Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.
- 2.1.7 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
- 2.1.8 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.
- 2.1.9 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements and any and all applicable Federal regulations, statues, and orders in its performance of the Work.

2.1.10 Bidder is aware of and agrees that if awarded the Contract, that award may be cancelled without penalty if all required permits for the project are not received before scheduled implementation.

#### 3. BIDDING DOCUMENTS

#### 3.1 Copies

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the SRRC as designated in the Advertisement for Bids.
- 3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.

#### 3.2 Interpretation or Correction of Bidding Documents

- 3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the conditions under which the Work is to be performed and the local conditions; and shall at once report to SRRC errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.
- 3.2.2 Requests to clarification or interpretation of the Bidding Documents shall be addressed only to the person designated in the Supplemental Information for Bidders.
- 3.2.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda issues as provided in Article 3.5. All substantive questions will be answered through Addenda only. Clarifications, interpretations, corrections, and changes to the Bidding Documents in any other manner shall not be binding and Bidders shall not rely upon them.
- 3.2.4 Bidding Documents are to be used solely for the purposes of creating a Bid. The SRRC does not authorize or warrant use of these documents in any other circumstance, including publication of the Bidding Documents or portions thereof in any form of media, public or private.

#### 3.3 Product Substitutions

3.3.1 No substitutions will be considered prior to award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

#### 3.4 Subcontractors

- 3.4.1 Each Bidder shall list in the Bid Form all first-tier Subcontractors that will perform work, labor, or render such services as defined in Article 4.0 of the Bid Form. The Bid Form contains spaces for the following information when listing Subcontractors: (1) the portion of the Work; (2) name of Subcontractor; (3) City of Subcontractor's business location. The failure to list, on the Bid Form, any one of the items set for above will result in SRRC treating the Bid as if no Subcontractor was listed for that portions of the Work, and Bidder will thereby represent to SRRC that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.
- 3.4.2 Subcontractors listed in the Bid Form shall only be substituted after the Bid Deadline with the written consent of SRRC and in accordance with the State of California "Subletting and Subcontracting Fair Practices Act."

#### 3.5 Addenda

- 3.5.1 Addenda will be issued only by SRRC and only in writing. Addenda will be identified as such and will be mailed, emailed, or delivered to all Planholders. At its sole discretion, the SRRC may elect to deliver Addenda via email to Planholders who have provided an email address for receipt of Addenda.
- 3.5.2 Copies of Addenda will be made available for inspection wherever Biding Documents are on file for inspection.
- 3.5.3 Addenda will be issued such that Planholders should receive them no later than 3 full business days prior to the Bid Deadline. Requests for Information shall be sent to SRRC Representative (see Section B, 5.1 for contact information). Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline.
- 3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

#### 4. BIDDING PROCEDURES

#### 4.1 Form and Style of Bids

- 4.1.1 Bids shall be submitted on the Bid Forms included with the Bidding Documents. Bids not submitted on the SRRC's Bid Forms included in the Bidding Documents shall be rejected.
- 4.1.2 The Bid Forms shall be filled in legibly in ink or type. All portions of the Bid Forms must be completed and the Bid Forms must be signed before the Bid is submitted. Failure to comply with the requirements of Article 4.1.2 will result in the Bid being rejected as nonresponsive.
- 4.1.3 Bidder shall make no stipulations in the Bid Forms nor qualify the Bid in any manner.
- 4.1.4 The Bid Forms shall be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative shall sign and date the Declaration included in the Bid Forms. Failure to sign and date the declaration will cause the Bid to be rejected.

#### 4.2 Submission of Bids

- 4.2.1 The Bid Forms and all other documents required to be submitted with the Bid shall be mailed, hand delivered or emailed to the Authorized SRRC Representative.
- 4.2.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A bid received after the Bid Deadline will be not be considered.
- 4.2.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 4.2.4 Oral, telephonic, or facsimile bids are invalid and will not be accepted.

#### 4.3 Modification or Withdrawal of Bid

- 4.3.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to SRRC at the location designated for receipt of Bids. Such notice shall be in writing over the signature of Bidder and, in order to be effective, must be received on or before the Bid Deadline, by mail or email. <u>A modification so made shall be worded so as not to reveal the amount of the original Bid.</u>
- 4.3.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.
- 4..3.3 Bids may not be modified, withdrawn, or canceled within 30 days after the Bid Deadline unless otherwise provided in Supplemental Information for Bidders.

#### 5. CONSIDERATION OF BIDS

#### 5.1 Opening of Bids

5.1.1 Bids received on or before the Bid Deadline will be opened.

#### 5.2 Rejection of Bids

- 5.2.1 SRRC will have the right to reject all Bids.
- 5.2.2 SRRC will have the right to reject any Bid not accompanied by any additional required items specified in the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

#### 5.3 Award

- 5.3.1 SRRC will have the right, but is not required to waive nonmaterial irregularities in a Bid. If SRRC awards the Contract, it will be awarded to the responsible Bidder based on qualifications, locale, expertise and experience, and cost, and who is not rejected by SRRC for failing or refusing, within 30 days after receipt of notice of selection, to sign the Contract Agreement or submit to SRRC all of the items required by the Bidding Documents.
- 5.3.2 SRRC will have the right to accept Alternates in any order or combination, unless otherwise specifically provided for in the Bidding Documents.

- 5.3.3 SRRC will determine the low Bidder on the basis of the cost of the Lump Sum Bid. SRRC is not required to award the Contract to the lowest Bidder.
- 5.3.4 SRRC shall give electronic and/or telephone notice of the Bid results to all Planholders within 5 business days following the Bid Deadline.
- 5.3.5 SRRC will give notice to the selected Bidder within 5 business days following the Bid Deadline or reject all Bids. Within 10 business days after receipt of notice of selection, Bidder shall submit to SRRC all of the following items:
  - 1. One original copy of the Agreement signed by Bidder.
  - 2. Certificate of Insurance, as required by conditions of the Agreement.
  - 3. Names of all Subcontractors, with their addresses, telephone number, email address, contact person, portion of the Work and designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE), or Minority Business Enterprise (MBE).
- 5.3.6 If Bidder submits the above information within 20 business days of notice of selection, and if all items comply with the requirements of the Bidding Documents and are acceptable to SRRC, SRRC will award the Contract to Bidder by signing the Contract Agreement and returning a signed copy of the Contract Agreement to Bidder.
- 5.3.7 Upon receipt of all required project permits, SRRC will provide winning Bidder with a "Notice to Proceed". Winning Bidder will not commence mobilization until such Notice is issued.

### **B. SUPPLEMENTAL INFORMATION FOR BIDDERS**

#### 1. SUBCONTRACTOR RESPONSIBILITIES

- 1.1 The selected Bidder, under contract with the Salmon River Restoration Council (SRRC), will be responsible for tasks associated with the following work: South Fork Tributary Habitat Enhancement Project, under agreement # P1510503
- 1.2 The selected Bidder will be responsible for constructing multiple large wood habitat structures along Knownothing and Methodist Creeks.
- 1.3 Work will take place during low flow conditions, beginning after July 9<sup>th</sup> and work will be completed by October 15<sup>th</sup>; followed by erosion control work which will be completed by November 1st. Please see *C. Work Plan & Background*, in the Bidding Documents. By submitting a Bid, Bidders guarantee that they are able to commit to the Project and the Work Schedule / Timeline outlined below in Article 2.
- 1.4 The Bidder will be responsible for providing all equipment, materials (except large wood materials), tools, and insurance associated with the project. The Bidder shall secure and maintain general liability insurance in the minimum amount of \$1,000,000.00 per occurrence and auto liability insurance in the minimum amount of \$1,000,000.00 per accident, per person, each including coverage for contractual obligations, bodily injury (including death) and property damage. Such insurance shall name the SRRC, the United States Forest Service (USFS), and Pacific Watershed Associates (PWA) as an additional insured on a primary basis and SRRC shall be given 30 days prior written notice of any cancellations or material modification of the policy. Bidder shall also secure and maintain statutory workers' compensation insurance in the minimum amount of \$1,000,000.00 for bodily injury.
- 1.5 The Bidder shall secure and maintain payment and performance bonds for the full cost of implementation.

#### 2. WORK SCHEDULE

2.1 Work is anticipated to begin in mid-July 2017 and is expected to take about two months to complete.

#### 3. ESTIMATED COST & AMOUNT OF WORK

3.1 The total cost of work for the entire project shall not exceed <u>\$62,500</u>.

#### 4. BID DEADLINE

- 4.1 The Bid Deadline is 4:00 PM PDT, May 12<sup>th</sup>, 2017. All Bids must be received by this time and date, according to the specifications in the Instructions to Bidders, in order to be considered.
- 4.2 If interested in bidding on this project, submit a Notice of Intent to bid on the project, by email, to the Authorized SRRC Representative by 4:00 PM PDT, April 24<sup>th</sup>, 2017.
- 4.3 Following receipt of the Notice of Intent to bid from all bidders, the Authorized SRRC Representative will schedule a mandatory pre-bid tour. Bidders that do not attend the pre-bid tour may not submit a bid for this Project.

#### 5. CONTACT & FACILITY TO RECEIVE BIDS

- 5.1 The Authorized Representative for SRRC is Melissa Van Scoyoc, the Habitat Restoration Program Coordinator. All questions, concerns, and any other requests for information shall be directed toward the Authorized SRRC Representative.
- 5.2 SRRC Habitat Restoration Program Coordinator contact information:

email: <a href="mailto:habitat@srrc.org">habitat@srrc.org</a> Phone: 530-462-4665

5.3 All Bids must be emailed (preferred), mailed or hand-delivered to the following address:

Salmon River Restoration Council Attn: Melissa Van Scoyoc habitat@srrc.org P.O. Box 1089 25631 Sawyers Bar RD Sawyers Bar, CA 96027

Note: If mailing a Bid, the Bidder must use the U.S. Postal Service. <u>FedEx or UPS are not reliable methods of submitting a bid.</u>

#### 6. CONFIRMATION OF RECEIPT OF BID & BID POSTINGS

- 6.1 SRRC's Authorized Representative will provide electronic (or by telephone, when appropriate) notification of receipt of Bid to the Bidder within 2 business days following the day that the Bid is received at the address designated above and on the Bid Forms. This notification will be sent to the email address listed by the Bidder in the space provided on the Bid Forms.
- 6.2 Bidder shall also give electronic confirmation of any email communication or posting by SRRC's Authorized Representative within 3 business days of the receipt of such communication. If Bidder does not send such confirmation, the SRRC shall not be responsible for un-received communications and shall not be obligated to resubmit such communications or postings.

# C. WORK PLAN & BACKGROUND

# SOUTH FORK TRIBUTARY HABITAT ENHANCEMENT PROJECT

# **WORK PLAN**

Salmon River Restoration Council, PO Box 1089 Sawyers Bar, CA 96027

#### South Fork Tributary Habitat Enhancement Project

The Salmon River Restoration Council (SRRC) is a community-based non-profit group that has been working to collaboratively assess, protect, maintain, and restore the ecosystems of California's spectacular Salmon River watershed since 1992.

#### **Background and Introduction**

The SRRC, in coordination with the United States Forest Service, proposes to construct 25 large diameter wood instream structures to enhance salmonid habitat within 19 sites in Knownothing and Methodist Creeks over 3.15 miles of stream (1.42 miles and 1.73 miles respectively) on the Salmon/Scott River Ranger District of the Klamath National Forest. The legal description for the Knownothing Creek sites is Township (T) 10 North (N), Range (R) 8 East (E), Sections 29-31 (Humboldt Meridian) and the Methodist Creek sites is T 39N, R 12W, Sections 30 and 31 and T 38N, R 12W, Section 6 (Mt. Diablo Meridian). The entire project area is located on Klamath National Forest lands.

The objective is to restore large woody debris into Knownothing and Methodist Creeks, creating habitat features necessary for coho and other salmonid recovery in the Salmon River. The purpose of this project is to:

- Increase over-summer rearing habitat through pool development,
- Increase over-winter rearing habitat by providing velocity refugia,
- Enhance/entrain spawning gravels, and
- Provide for a wide range of habitat heterogeneity for juvenile and adult salmonids.

Select this <u>link</u> to access the Design Plans, Project Map, and bid form. Or you can request copies from the Authorized SRRC Representative for this Project.

The Bidder will transport logs stockpiled at the downstream end of each Creek, then place and construct instream habitat structures that consist of large diameter (1-foot to 3.5-foot diameter breast height, DBH) logs, some with rootwads attached as individual logs, as well as constructed woven log jams of two to five logs on the banks of the creeks. Wood materials will be acquired from off-site sources through purchases and private donations, not through this contract. The structures will be built and anchored in compliance with Chapter VII of the California Department of Fish and Wildlife (CDFW) Habitat Restoration Manual (Flosi et al., 2010) and through the guidance of the CDFW grant manager for this project. Logs will be hauled and placed with the guidance of an experienced restoration practitioner (Pacific Watershed Associates' (PWA) Project Scientist), using a tracked excavator on a temporary access route or, if access is on a steep slope, cabled down and manually placed. Logs will be intentionally woven into existing live trees on the margins of the channel in order to collect and retain other large and small woody material that is naturally transported in high flow events; which will enhance and maintain the highly complex habitat in the long-term. These structures will be combined with the intent of creating complex rearing habitat, including creating pools for salmonid refugia. The proposed project does not intend to

reconfigure the existing channel, but only add woody material in such a manner that will induce subsequent channel scour, gravel sorting and fill during high flow events.

Work will be conducted during low flow conditions, with the minimal equipment necessary to implement the project. Implementation will begin after July 9th, and all work along the stream channel will be completed by October 15<sup>th</sup> of this year, 2017.

The worksites will not be dewatered, nor will sediment controls be used, because the disturbance to implement those mitigations would be greater than the work itself. Water quality will be monitored visually at the second pool tailout downstream of active construction. If turbidity occurs extending beyond the second pool tailout, we will stop construction until it clears.

Prior to working at each site a qualified biologist contracted separately by SRRC will precede the equipment on foot to displace fish and wildlife and prevent them from being injured. Any fish or wildlife in the work area shall be flushed in a safe direction away from the project site.

Tree removal for equipment access/operation will result in minimal canopy shade loss over the streams. In riparian areas, an estimated 15 white alders will be removed; all less than 12-inches DBH. In upland areas, an estimated three oak trees and two Douglas fir trees will be also be removed; all less than 12-inches DBH. All trees removed during project activities will be flagged and retained on-site for use in habitat structures.

Temporary access routes will be flagged prior to construction by PWA, and will be obscured, blocked from further use, stabilized, drained, and mulched with locally sourced, native material immediately following implementation and completed by November 1<sup>st</sup>, or the first significant rainfall, whichever comes first.

Proposed mitigation to minimize impacts from implementation:

- Construction will occur during low flow conditions.
- Removal of vegetation will be kept to a minimum. Tree removal will be minimized as much as possible.
- Mulch will be locally sourced forest debris (e.g., duff, litter, small woody debris).
- To obscure temporary access routes, rock and woody debris will be replaced along contours and positioned to blend in with adjacent areas.
- Fish and wildlife will be displaced from work areas prior to access and construction.
- All construction equipment will be staged in a location and manner to minimize impacts to soil and water. Servicing and refueling equipment will be done in a manner that avoids spills and a minimum of 100 feet from surface water, and hazardous material spill prevention and containment equipment will be present on all mechanized equipment. Contour berms will surround equipment refueling areas in order to prevent surface water contamination through runoff. If a spill occurs, it will be reported and cleaned-up in accordance with applicable State and Federal laws, rules, and regulations. Vegetable oil or other biodegradable

- hydraulic oil will be used wherever possible in order to lessen the environmental impact of a leak.
- Mechanized equipment will be inspected for oil, grease, fuel, and other leakage prior to crossing stream channels. If necessary, equipment will be cleaned in a designated area with suitable absorbent material. Absorbent material will be disposed of in an appropriate manner. During the initial crossing operation at a given site, absorbent booms will be placed downriver to capture any petroleum leaks. Booms will be removed from the river following the crossing, and properly cleaned or disposed, if contaminant leak is evident. After the initial crossing at a given site, if it is demonstrated that future crossings at the same site will pose a low risk, the boom may not be required.
- All mechanized equipment will be inspected and pressure washed before transportation to the sites, to ensure that no noxious plants/organisms are transported to the project area.
- Sanitary facilities will be located a minimum of 100 feet from waterbodies to prevent water contamination.
- Dust control measures will be implemented, if necessary, to minimize dust generation and effects to visibility to drivers on the Forest Road. If dust control is necessary, the following BMP will be applied:
  - o Intakes will be screened with 3/32-inch mesh for rounded or square openings, or 1/16-inch mesh for slotted openings. Wetted surface area of the screen or fish-exclusion device shall be proportional to the pump rate to ensure that water velocity at the screen surface does not exceed 0.33 feet/second.
  - Use of a NOAA approved fish screen will ensure the above specifications are met.
  - o Fish screen will be placed parallel to flow.
  - o Pumping rate will not exceed 350 gallons-per-minute (gpm) or 10% of the flow of the anadromous stream drafted from.
  - o Pumping will be terminated when tank is full.
  - All water drafting will avoid having any effect on the amount of cold water in thermal refugia at creek mouths and seeps.
- If any late discoveries of human remains or sites not previously recorded are identified during project implementation, work in the immediate area will stop and the District Archaeologist and Heritage Program Manager will be contacted.
- Equipment will be washed to prevent the spread of invasive species, appropriate equipment cleaning procedures will occur prior to moving to the project area, and after leaving the project area.

Implementation timing and additional mitigation measures are contingent on acquired environmental compliance review. Current status of compliance:

- CDFW Streambed Alteration Agreement has been issued.
- CEQA compliance has been completed.
- -NEPA compliance in Draft EA phase, estimated decision date May 2017.
- SWRCB has issued 401 certification.
- USACOE 404, including Section 7 consultation, is covered through RGP 12.

# D. UTILIZATION OF SMALL, MINORITY, DISADVANTAGED, AND WOMEN'S BUSINESSES

- 1. Bidder must indicate on the Bid Forms in the appropriate section whether they are a registered Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), or Women's Business Enterprise (WBE).
- 2. The selected Bidder must agree that affirmative steps will be taken to utilize qualified small businesses, minority-owned firms, and women's businesses enterprises when possible as sources of supplies, construction, and services in the performance of Agreement No. P1510503 and any subcontracts. Affirmative steps taken shall include the following:
  - i. Ensuring that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
  - ii. Making information on future opportunities available and arrange time frames for purchases which encourage and facilitate participation by disadvantaged businesses. Bidder shall place qualified disadvantaged businesses on solicitation lists and ensure these firms are notified of opportunities.
  - iii. Encouraging firms competing for larger contracts and which intend to subcontract to consider ways to allow disadvantaged businesses to compete for the subcontracts by dividing contracts, when economically feasible, into smaller tasks or quantities.
  - iv. Encouraging contracting with consortiums of disadvantaged businesses when a contract is too large for one of these firms to handle individually.
  - v. Using the services and assistance of such organizations as of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of disadvantaged businesses.
  - vi. Requiring your prime contractors and subcontracts to take these steps.
- 3. Only businesses that are registered with the Small Business Administration, and/or Minority Business Development Agency, and/or another applicable Federal administration, agency, or department may claim SBE, MBE, DBE, or WBE status.

#### E. CONTRACT WORK HOURS AND SAFETY STANDARDS

1. During the performance of the contract, Bidder agrees to comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for the transportation or transmission of intelligence.

#### F. Non-Discrimination Disclosure & Requirements

- 1. It is the policy of the Salmon River Restoration Council not to engage in discrimination of harassment against any person because of race, color, religion, sex, age, national origin, disability, marital status, sexual orientation, or political affiliation, and to comply with all Federal and state nondiscrimination, equal opportunity and affirmative action laws, orders, and regulations. The SRRC will not tolerate, condone, or permit any kind of unlawful discrimination or discriminatory harassment of employees, subcontractors, or applicants for employees or subcontractors based on the above characteristics.
- 2. If awarded the contract, Bidder agrees to comply with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.", and Bidder shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.), and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations

# G. ADDENDA

No Addenda at this time.

# H. BID FORMS

# FOR: SOUTH FORK TRIBUTARY HABITAT ENHANCEMENT PROJECT

BID TO:	SALMON RIVER RES ATTN: Melissa Van So habitat@srrc.org P.O. Box 1089 25631 Sawyers Bar RD Sawyers Bar, CA 9602	coyoc	CIL	
	(530) 530-4665			
Bid From:				
	(Name of Bidder)			
	(Address)			
	(City)	(State)	(Zip Code)	
	(Telephone Number)			
	(Email)			
	(Date Bid Submitted)			

Note: All portions of this Bid Forms must be completed and the Bid Forms must be signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.

#### 1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that (a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of California and the Bidding Documents; (b) they has carefully read and examined the Bidding Documents for the proposed Work on this Project, including, "Design Plans" and "Project Map", and that the bid is based on these two documents; they has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials (except large wood materials), equipment, tools, transportation and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 25 business days after the Bid Deadline, and that, if selected, that it will, within 15 business days after receipt of notice of selection, sign and deliver to SRRC the Contract Agreement and all other required documents stated in the Bidding Documents and Contract Documents. If awarded the Contract, Bidder agrees to complete the proposed work within the Timeline / Work Schedule outlined in the Bidding Documents.

#### 2.0 Addenda

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from SRRC at the appropriate address stated on the first page of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 Lump sum Bid:	
	LUMP SUM BID FOR SOUTH FORK TRIBUTARY HABITAT ENHANCEMENT PROJECT
(Write figure above)	

## 4.0 BID FORM

Select this <u>link</u> to access the bid form.

BID FORM					
ITEM NO.	WORK DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	SITE PREPARATION				
	MOBILIZATION AND	Hours			
	DEMOBILIZATION - equipment, materials, and installation				
	LÓWBOY				
	CLEARING AND GRUBBING -	Hours			
	equipment, materials, and installation EXCAVATOR				
	Subtotal Site Preparation				
2	SITE CONSTRUCTION				
	CONSTRUCTION - equipment and installation EXCAVATOR	Hours			
	CONSTRUCTION - equipment and installation END DUMP	Hours			
	CONSTRUCTION - equipment and installation LABOR	Hours			
	CONSTRUCTION - equipment and installation PICKUP TRUCK	Hours			
	ANCHORING MATERIALS	SETS			
	Subtotal Site Construction				
3	SITE STABILIZATION/EROSION CON	TROL			
	EROSION CONTROL - equipment and installation EXCAVATOR	Hours			
	EROSION CONTROL - equipment and installation LABOR	Hours			
	Subtotal Site Stabilization				
					1
4	BONDING				
	BONDING - payment and performance bonds for the full cost of implementation	LS	1		
Total C	ost for Implementation				

#### 5.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

	Yes_		No_						
If "yes",	provide ir	the space	es below (a	a) the nan	ne and th	ne locat	ion of th	ne place (	of
business	of each su	bcontract	tor who wi	ll perforn	n work c	or labor	or rend	ler servic	e to the
prime co	ontractor ir	or about	the work	described	herein,	or a su	bcontra	ctor licer	sed by
.1	( ( 1.0	. 1	1 1		.1 .			• ••	11

the State of California who, under subcontract to the prime contractor, specifically fabricates, installs, or provides specific service; (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

Portion of the Work	Subcontractor				
Activity (e.g. equipment or material hauling, equipment operation, or erosion control)	Name	Location (City)			

(Note: Add additional rows if required.)

# 6.0 BIDDER INFORMATION Type of Organization: (Corporation, Partnership, Individual, Joint Venture, etc.) If a Corporation, the Corporation is organized under the laws of: The State of \_\_\_\_ (State) Name of President of the Corporation: (Insert Name) If a Partnership, Name of all general partners: (Insert Names) California Contractors License(s): (Classification) (License Number) (Expiration Date) (For a Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.) 7.0 SBE, MBE, DBE, WBE CERTIFICATION Please indicate any applicable business certifications, as described in the Bidding Documents.

(Abbreviation)

_	cations, experience, and/or relevant certifications
as described in the Bidding Document	S.
9.0 Declaration	
I,	, hereby declare that I am
(Printed Name	
`	
the	
(Title)	(Name of Bidder)
submitting these Bid Forms; that I am	duly authorized to execute this Bid Forms on
behalf of Bidder; and that all informati	
attachments hereto are, to the best of n	ny knowledge, true, accurate, and complete as of
its submission date.	
	ary, that the forgoing is true and correct and that
this declaration was executed at:	(Name of City and/or County)
	(Name of City and of County)
in the State of	, on
(State)	(Date)
	(Signature)