

REQUEST FOR PROPOSAL DOCUMENTS

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

**KELLY BAR HABITAT ENHANCEMENT PROJECT,
UNDER AGREEMENT NO. P1610526
AND AN ADDITIONAL AGREEMENT NUMBER YET TO BE DETERMINED**

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A. INSTRUCTIONS TO APPLICANTS

1. DEFINITIONS

1.1 Except as otherwise specifically provided, definitions set forth in the General Conditions or other Contract Documents are applicable to all Request for Proposal (RFP) Documents.

1.2 The term “Addenda” means written or graphic instruments issued by SRRC prior to the Proposal Deadline which modify or interpret the RFP Documents by additions, deletions, clarifications, or corrections.

1.3 The term “Proposal Deadline” means the date and time on or before which Proposals must be received, as designated in the Advertisement for Proposals and which may be revised by Addenda.

1.4 The term “Applicant” means a licensed person or firm that submits a Proposal.

1.5 The term “Selected Applicant” means the licensed person or firm that is selected and awarded the project (may also be referred to as Contractor).

1.6 The term “Request for Proposal (RFP) Documents” means the documents prepared and issued for RFP purposes including all Addenda thereto.

1.7. The term “Contract Documents” refers to the documents that will be transmitted to the successful Applicant, and is the legal binding document under which all contracted Work described in the RFP Documents is to be performed. At a minimum Contract documents include the plans, the executed contract, any addenda and modifications incorporated into the documents before their execution, and relevant sections of this RFP.

1.8 As used in these instructions to Applicants, the term “Facility” means the Salmon River Restoration Council (SRRC) - the office/organization issuing the RFP Documents.

1.9 The term “Lump Sum Amount” means the sum stated in the Proposal for which the Applicant offers to perform the Work described in the RFP Documents.

1.10 The term “Planholder” means a person or entity known by the Facility to have received a complete set of RFP Documents and who has provided a contact information for receipt of any written pre-proposal communications.

1.11 As used in these instructions to Applicants, the term “Business Day” means any day other than a Saturday, a Sunday, and the following holidays: January 1st, the last Monday in May, July 4th, Thanksgiving Day, December 25th, December 31st.

1.12 The term “Tier “ means the level of a Subcontractor relative to the Selected Applicant.

2. APPLICANT’S REPRESENTATIONS

2.1 Applicant, by making a Proposal, represents that:

2.1.1 Applicant has read, understood, and made the Proposal in accordance with the provisions of the RFP Documents.

2.1.2 Applicant 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 Costs for proposal items shall be based upon all the materials, equipment, labor, and incidentals to complete the work required by the RFP Documents without exception.

2.1.4 At the time of submission of the Proposal, Applicant 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 RFP Documents.

2.1.5 By submitting a Proposal, the Applicant certifies that it is not listed on the General Services Administration’s, or any other entity’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 Applicant further guarantees that Applicant shall not make any subcontracts to parties listed on the General Services Administration’s, or any other entity’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, Applicant agrees to submit to SRRC a signed certification regarding debarment, suspension, and other responsibility matters for its [Applicant’s] exclusion status and that of its principal employees or any subcontractors.

2.1.6 Applicant has read and shall abide by the nondiscrimination requirements contained in the RFP Documents.

2.1.7 Applicant has the expertise and financial capacity to perform and complete all obligations under the RFP Documents.

2.1.8 The person executing the Proposal is duly authorized and empowered to execute the Proposal on behalf of Applicant.

2.1.9 Applicant 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. The Contract shall be in accordance with the prime agreement (CDFW Agreement No. P1610526 and an additional agreement number yet to be determined), including Exhibit 1.b paragraph 4:

“Grantee agrees that CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).”

2.1.10 Applicant 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. REQUEST FOR PROPOSAL (RFP) DOCUMENTS

3.1 Copies

3.1.1 Applicants may obtain complete sets of the RFP Documents from the SRRC as designated in the Advertisement for the RFP.

3.1.2 Applicants shall use a complete set of RFP Documents in preparing Proposals.

3.2 Interpretation or Correction of RFP Documents

3.2.1 Applicant shall, before submitting its Proposal, carefully study and compare the components of the RFP Documents and compare them with any other work being proposed concurrently or presently under construction which relates to the Work for which the Proposal 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 Applicant is awarded the Contract, Applicant waives any claim arising from any errors, inconsistencies or ambiguities, that Applicant, its subcontractors or suppliers, or any person or entity under Applicant on the Contract became aware of, or reasonably should have become aware of, prior to Applicant's submission of its Proposal.

3.2.2 Requests to clarification or interpretation of the RFP Documents shall be addressed only to the person designated in the Supplemental Information for Applicants.

3.2.3 Clarifications, interpretations, corrections, and changes to the RFP 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 RFP Documents in any other manner shall not be binding and Applicants shall not rely upon them.

3.2.4 RFP Documents are to be used solely for the purposes of creating a Proposal. The SRRC does not authorize or warrant use of these documents in any other circumstance, including publication of the RFP 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 Applicant shall list in the Proposal Form all first-tier Subcontractors that will perform work, labor, or render such services as defined in Article 4.0 of the Proposal Form. The Proposal 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 Proposal Form, any one of the items set for above will result in SRRC treating the Proposal as if no Subcontractor was listed for that portions of the Work, and Applicant will thereby represent to SRRC that Applicant 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 Proposal Form shall only be substituted after the RFP 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 emailed to all Planholders.

3.5.2 Copies of Addenda will be made available for inspection wherever RFP 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 RFP Deadline. Requests for Information shall be sent to SRRC Representative (see Section B, 5.1 for contact information). Addenda withdrawing the request for Proposals or postponing the RFP Deadline may be issued anytime prior to the RFP Deadline.

3.5.4 Each Applicant shall be responsible for ascertaining, prior to submitting a Proposal, that it has received all issued Addenda.

4. PROPOSAL PROCEDURES

4.1 Form and Style of Proposals

4.1.1 Proposals shall be submitted on the Proposal Forms included with the RFP Documents. Proposals not submitted on the SRRC's Proposal Forms included in the RFP Documents shall be rejected.

4.1.2 The Proposal Forms shall be filled in legibly in ink or type. All portions of the Proposal Forms must be completed and the Proposal Forms must be signed before the Proposal is submitted. Failure to comply with the requirements of Article 4.1.2 will result in the Proposal being rejected as nonresponsive.

4.1.3 Applicant shall make no stipulations in the Proposal Forms nor qualify the Proposal in any manner.

4.1.4 The Proposal Forms shall be signed by a person or persons legally authorized to bind Applicant to a contract. Applicant's Representative shall sign and date the Declaration included in the Proposal Forms. Failure to sign and date the declaration will cause the Proposal to be rejected.

4.1.5 In the event of a discrepancy between the actual total of the itemized prices shown on the Proposal Forms and the amount entered as the Proposal Cost, the sum of the itemized prices on the Proposal, multiplied by the specified quantity, will be deemed the Proposal Cost.

4.2 Submission of Proposals

4.2.1 The Proposal Forms and all other documents required to be submitted with the Proposal shall be mailed, hand delivered or emailed to the Authorized SRRC Representative.

4.2.2 Proposals shall be submitted on or before the RFP Deadline. A Proposal received after the RFP Deadline will be not be considered.

4.2.3 Applicant shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

4.2.4 Oral, telephonic, or facsimile Proposals are invalid and will not be accepted.

4.3 Modification or Withdrawal of Proposal

4.3.1 Prior to the RFP Deadline, a submitted Proposal may be modified or withdrawn by notice to SRRC at the location designated for receipt of Proposals. Such notice shall be in writing over the signature of Applicant and, in order to be effective, must be received on or before the RFP Deadline, by mail or email.

4.3.2 A withdrawn Proposal may be resubmitted on or before the RFP Deadline, provided that it then fully complies with the RFP Requirements.

4.3.3 Proposals may not be modified, withdrawn, or canceled within 30 days after the RFP Deadline unless otherwise provided in Supplemental Information for Applicants.

5. CONSIDERATION OF PROPOSALS

5.1 Review of Proposals

5.1.1 Proposals received on or before the RFP Deadline will be reviewed.

5.2 Rejection of Proposals

5.2.1 SRRC will have the right to reject all Proposals.

5.2.2 SRRC will have the right to reject any Proposal not accompanied by any additional required items specified in the RFP Documents, or a Proposal which is in any other way incomplete or irregular.

5.3 Award

5.3.1 SRRC is not a public agency, and this competitive proposal process is not subject to the provisions of the Public Contract Code. While SRRC has voluntarily chosen to adopt procedures that may bear some similarity to the procedures for competitive bidding under the Public Contract Code, it has no obligation to follow any procedures mandated by that Code. The SRRC will evaluate Proposals with the criteria identified below (with a total possible 100 points).

Evaluation Criteria and Maximum Evaluation Score	Points
Responsive to RFP	Pass/Fail
<p>Applicant/Contractor Qualification and Experience: This criteria will be judged based on the unique qualifications of the Applicant to do the proposed work. This includes a demonstration of Applicant’s ability to complete similar projects on time, and on budget while producing high quality work. Areas of emphasis for qualifications include, but are not limited to, experience and success in the following areas:</p> <ul style="list-style-type: none"> • Constructing in the wet and mitigating construction-related erosion and sediment transport • Constructing off-channel habitat as shown in plans and specifications • Working in similar ecological environments with species requirements similar to that of the Salmon River. 	25
<p>Personnel Experience and Qualifications: This criteria will be judged by the qualifications of the proposed key team members and the capacity of staff to implement a high quality project.</p>	25
<p>Project Technical Approach: This criteria will be judged based on a demonstrated understanding of the project goals and objectives, potential project risks, and proposed approaches to mitigate those risks. SRRC will also consider the proposed schedule, staffing, and equipment plan to be used.</p>	25
<p>Project cost: This criteria will be judged based on the reasonableness of the cost proposed in relation to the engineering cost estimate, including overall and component costs and rates (both in terms of Applicant to Applicant, but also as compared to regional and historic pricing).</p>	25
Total Maximum Score	100

5.3.2 SRRC will have the right, but is not required to waive nonmaterial irregularities in a Proposal. If SRRC awards the Contract, it will be awarded to the responsible Applicant based on qualifications, expertise and experience, responsibility 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 RFP Documents.

5.3.2 SRRC will have the right to accept Alternates in any order or combination, unless otherwise specifically provided for in the RFP Documents.

5.3.3 SRRC will determine the low cost Applicant on the basis of the cost of the Lump Sum Amount. SRRC is not required to award the Contract to the low cost Applicant.

5.3.4 SRRC shall give electronic and/or telephone notice of the Proposal results to all Planholders within 10 business days following the RFP Deadline.

5.3.5 SRRC will give notice to the Selected Applicant within 10 business days following the RFP Deadline or reject all Proposals. Within 10 business days after receipt of notice of selection, Applicant shall submit to SRRC all of the following items:

Names of all first-tier Subcontractors, with their addresses, telephone number, email address, contact person, portion of the Work and designation of any first-tier 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 Selected Applicant submits the above information, and if all items comply with the requirements of the RFP Documents and are acceptable to SRRC, SRRC will initiate the Contract process with the Selected Applicant, within 20 business days of notice of selection.

5.3.7 Upon receipt of all final signed contract, SRRC will provide Selected Applicant with a "Notice to Proceed". Selected Applicant will not commence mobilization until such Notice is issued, the work window has been reached, and all permits are in obtained.

B. SUPPLEMENTAL INFORMATION FOR APPLICANTS

1. SELECTED APPLICANT/CONTACTOR RESPONSIBILITIES

1.1 The Selected Applicant, under contract with the Salmon River Restoration Council (SRRC), will be responsible for tasks associated with the following work: Kelly Bar Habitat Enhancement Project, under agreement # P1610526 and an additional agreement number yet to be determined.

1.2 The Selected Applicant will be responsible for constructing the Kelly Bar Habitat Enhancement Project as designed, including improving connectivity to side channels, enhancing side channels, and creating alcoves on Kelly Bar and West Bar (across the river), as well as enhancing two off-channel ponds on Kelly Bar. Treatments will include excavation of channels, alcoves, and ponds, constructing engineered log jams, small wood habitat features, augmented planting islands, willow baffles, willow and cottonwood bank edge plantings, and cattle fencing.

Because of the overall cost of the Project, it has been broken up into three phases in order to successfully fund the Project. The Phases are based on the sequence of operations for construction and are: Phase I) restoration of West Bar, Phase II) restoration of Kelly Bar and Willow Pond, and Phase III) restoration of Kelly Pond. All three Phases will be implemented as one project, the Kelly Bar Habitat Enhancement Project.

1.3 Work will take place during low flow conditions, beginning after August 1st. Bank edge work will be completed by October 15th; all work will be completed by November 1st. Please see *C. Work Plan & Background*, in the RFP Documents. By submitting a Proposal, Applicants guarantee that they are able to commit to the Project and the Work Schedule /Timeline outlined below in Article 2.

1.4 The Selected Applicant will be responsible for providing all equipment, materials (except large wood, wood habitat materials, slash for wood chips, and plant materials; see Section C), tools, and insurance associated with the project.

1.5 SRRC will provide construction stakeout. Stakeout will consist of establishment of temporary monuments for elevation control, offset stakes of the channel centerlines at 25 to 50- foot intervals, and reference stations of instream structures. It shall be the responsibility of the Selected Applicant to preserve staking and temporary monuments for elevation control, and to provide any additional staking necessary to perform the specified work.

1.6 SRRC will provide a qualified biologist for fish removal. The Selected Applicant shall provide all fish screens, pumps, piping, and materials necessary to exclude fish and execute their water management plan.

1.7 The Selected Applicant 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, California Department of Fish and Wildlife (CDFW), Michael Love and Associates, Inc. (MLA), and the United States Forest Service (USFS) 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. Applicant shall also secure and maintain statutory workers' compensation insurance in the minimum amount of \$1,000,000.00 for bodily injury.

1.8 To the fullest extent allowed by law, the Selected Applicant agrees to defend with counsel approved by SRRC, indemnify, and hold harmless 1) SRRC, 2) CDFW, 3) USFS, and 4) MLA and their officers, agents and employees (collectively, "Indemnified Parties") against any and all liability, claims, damages, costs, losses, and expenses (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature, in any manner resulting from, arising out of, or in connection with selected applicant's performance of the work under this Agreement, regardless of the selected applicant's fault or negligence, except such loss or damage that is caused by the sole negligence or willful misconduct of any of the Indemnified Parties. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

1.9 The Selected Applicant 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 early August and is expected to take about two months to complete. Project implementation will not begin until all required permits are obtained.

3. ESTIMATED COST, QUANTITIES, AND PROGRESS PAYMENTS

3.1 The total cost of work for the entire project shall not exceed \$582,499.

3.2 Item quantities for the entire project are shown in the following tables. Quantities shown are estimates and may vary with actual site conditions.

PROJECT QUANTITIES		
Item Description	Unit	Quantity
Site Stabilization	AC	0.3
Excavation/Spoil Placement	CY	5,200
Apex Bar Jam	EA	3
Root Wad/Cover Structures	EA	25
Large Wood Pond Cover Structures	EA	4
Boulder Weir	TONS	60
Live Willow Stakes	EA	5,800
Brush Baffles	LF	715
Augmented Planting Island Site Prep	CY	1,000
Cattle Exclusion Fencing	FT	1,900
12-foot Galvanized Steel Gate	EA	1

3.3 Selected Applicant will submit to SRRC, by the 25th of each month, a monthly invoice for the value of work performed during the preceding month. The determined value shall correspond to the percent complete of Lump Sum Items, and for the number of individual items completed.

3.4 Acceptance of Work. Neither SRRC’s payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work. The SRRC will accept the Work upon completion of punch list items. All risk of loss, damage or diminution to the Work shall rest with Selected Applicant until final acceptance of the Work by SRRC.

4. RFP DEADLINE

4.1 The RFP Deadline is 4:00 PM PDT, March 23rd, 2018. All Proposals must be received by this time and date, according to the specifications in the Instructions to Applicants, in order to be considered.

4.2 If interested in submitting a proposal for this project, submit a Notice of Intent to submit a proposal, by email, to the Authorized SRRC Representative by 4:00 PM PDT, February 23rd, 2018.

4.3 Following receipt of the Notice of Intent to submit a proposal from all Applicants, the Authorized SRRC Representative will schedule a mandatory pre-

proposal tour. Applicants that do not attend the pre-proposal tour may not submit a Proposal for this project.

5. CONTACT & FACILITY TO RECEIVE PROPOSALS

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: habitat@srcc.org
Phone: 530-462-4665

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

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

Note: If mailing a Proposal, the Applicant must use the U.S. Postal Service. FedEx or UPS are not reliable methods of submitting a Proposal.

6. CONFIRMATION OF RECEIPT OF PROPOSAL & PROPOSAL POSTINGS

6.1 SRRC's Authorized Representative will provide electronic (or by telephone, when appropriate) notification of receipt of Proposal to the Applicant within 2 business days following the day that the Proposal is received at the address designated above and on the Proposal Forms. This notification will be sent to the email address listed by the Applicant in the space provided on the Proposal Forms.

6.2 Applicant 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 Applicant 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

**KELLY BAR HABITAT ENHANCEMENT PROJECT
WORK PLAN**

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

Kelly Bar 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, and oversight from Michael Love and Associates, Inc. aims to install numerous large wood structures within the project area. Wood materials will be acquired by SRRC from off-site sources through purchases and private donations.

The side channels will be enhanced by excavation of the channels and alcoves, as well as brush baffles (willow/cottonwood cuttings) and diverse native riparian planting (containerized plants and willow/cottonwood cuttings) along the channels (including preparing planting locations). The plantings and planting sites will be protected from desiccation and weed encroachment using locally sourced mulch, made on-site using slash materials. SRRC will provide plant and slash materials. The Selected Applicant will be responsible for planting the willow and cottonwood cuttings during project implementation and for full site prep for the additional diverse native riparian plantings, including augmented planting islands (see Kelly Bar Revegetation Plan). SRRC will plant the diverse riparian plants post construction. The riparian planting will be protected from cattle browsing by constructing a gated, cattle exclusion fence along Sawyers Bar Road and anchored to impassible locations at the river.

Two ponds will be enhanced by excavation on Kelly Bar; Kelly Pond and Willow Pond. Boulder weirs will be constructed at the outlet of Kelly Pond.

All restoration will be constructed in accordance with the design plans and under the management of SRRC, with technical oversight from MLA, and guidance of the CDFW grant manager for this project. All 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). This restoration project will create complex spawning and rearing habitat for all life stages of salmonids and restore diverse riparian shade to barren side channels. The project does not intend to reconfigure the existing channel of the North Fork Salmon River.

This Project has three phases. The Phases are based on the sequence of operations for construction. All phases include excavation, large wood placement, native revegetation (willow baffles and willow/cottonwood stakes), as well as other items specified on the plans. The three Phases are:

Phase I restores West Bar by 1) enhancing the back-bar channel by installing a large wood apex jam at the inlet and 2) enhancing the mid-bar channel by excavating the inlet, installing a large wood apex jam at the inlet, and excavating an alcove at the outlet.

Phase II restores Kelly Bar by 1) enhancing the overflow channel by installing a large wood apex jam at the inlet; 2) excavating the overflow channel and creating an alcove at the outlet; 3) enhancing the most up-river pond on the bar, known as Willow Pond, and the seasonal outlet of the pond; and 4) constructing cattle exclusion fencing.

Phase III will enhance an existing pond, known as Kelly Pond, and outlet at the mouth of Kelly Gulch, as well as creating a new connecting channel from the pond to the river.

Logs (large diameter, 30-40 foot length, many with rootwads intact), slash materials, and soil materials (if available) will need to be hauled and staged by the Selected Applicant from local storage sites, located within 5 miles of the project site. SRRC will harvest and purchase plant materials. SRRC will deliver plant materials to the project site.

Select this [link](#) to access the Basis of Design Report, 100% Final Plans, Fence Specifications, Revegetation Plan, Project Map, and Example Contract.

Proposed BMPs to minimize impacts from implementation:

- Construction will take place during low flow conditions, beginning after August 1st. Work within 30 feet of active flow will be completed by October 15th; all work (including site stabilization and erosion controls) will be completed by November 1st. Container/bareroot planting will be completed by SRRC.
- Monitor NWS 72-hour forecast, stop work if greater than ¼" of precipitation accumulates in 24 hours. Follow storm events with a 24-hour dry-out period.
- Removal of vegetation will be kept to a minimum. Vegetation that must be removed and is suitable for replanting, such as willow and cottonwood, will be removed with as much of the root-ball intact as feasible and replanted on site. Other removed native vegetation will be used on site.
- Most of the construction will occur out of the river channel when the side channels and the ponds will be dry. However, construction at the connection of alcoves will require isolation and dewatering of the alcove from the North Fork Salmon River. Fish exclusion screens and fish removal by a qualified biologist (provided by SRRC) will be implemented in all such areas.
- Construction will require that equipment cross the river to access West Bar using a temporary bridge. The location of the temporary bridge is on a stable, rocky, shallow riffle and will result in limited channel disturbance. Abutments will be constructed of materials on-site from existing spoils locations. The bridge will be placed on the riverbank and out of the channel. Turbidity controls during placement will not be applied since velocities would make them ineffective. Equipment will cross in the wet several times in order to place the bridge. Once placed, all crossings will be dry. Turbidity as a result of the wet crossings and abutment placement will be very localized and short-term. Standard BMPs will

be applied to placement activities. If river velocities allow, a boom will be placed downstream of the equipment during the first crossing.

- Disturbed areas will be recontoured to create natural floodplain conditions, as determined by MLA, and to approximate natural contours with proper drainage.
- Disturbed areas will be restored to create complex riparian habitat with microsites for natural revegetation using surface roughening, boulders, and woody materials.
- Prior to working at individual features within the project footprint, an individual 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.
- Temporary crossings will be placed over the North Fork Salmon River (temporary bridge) and Kelly Gulch (temporary culvert).
- 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, out of the high water channel, and a minimum of 100 feet from surface water, and hazardous material spill prevention and containment equipment will be present on all mechanized equipment. Equipment idle for more than an hour will be positioned over drip-pans, unless located on an impervious surface or designated service area. 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. Liners shall be used to prevent groundwater contamination through seepage through the soil. The measures shall be promptly installed at the start of the project and maintained throughout implementation.
- Vegetable oil or other biodegradable hydraulic oil will be used wherever possible.
- 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. All crew members will decontaminate equipment and shoes for aquatic invasive species according to the standards detailed in the CDFW Aquatic Invasive Species Decontamination Protocol.
- Sanitary facilities will be located a minimum of 100 feet from waterbodies to prevent water contamination.
- All vehicles should be equipped with a fire extinguisher and shovel. Minimize risk of fire ignition as much as possible.
- 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 Salmon-Scott Ranger District Archaeologist and Heritage Program Manager will be contacted.
- Two mining claims bisect the project area. Excavated cuts and fills will remain on claim of origin as identified in the Project Plans.

- During project activities, all trash that may attract predators will be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris will be removed from work areas.

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

- CDFW Streambed Alteration Agreement in progress.
- CEQA compliance in progress.
- NEPA compliance in progress.
- SWRCB 401 Certification in progress.
- USACOE 404, including Section 7 consultation, is covered through RGP 12 and is in progress.

**D. UTILIZATION OF SMALL, MINORITY, DISADVANTAGED,
AND WOMEN’S BUSINESSES**

1. Applicants must indicate on the Proposal 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 Applicant 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. P1610526 (and an additional agreement number yet to be determined) 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. Applicant 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. WAGES, CONTRACT WORK HOURS, AND SAFETY STANDARDS

1. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.
2. These prevailing rates are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project.
3. During the performance of the contract, Applicant 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).
 - i. 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. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday must be at least 1 ½ times the basic rate of pay. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
 - ii. 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.
4. The Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, under Labor Code Section 1771.4.
5. SRRC will not accept a Proposal from or enter into the Contract with an Applicant, without proof that the Applicant and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

F. NON-DISCRIMINATION DISCLOSURE & REQUIREMENTS

1. It is the policy of the Salmon River Restoration Council not to engage in discrimination or 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, Applicant 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 Applicant 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. PROPOSAL FORMS

FOR: **KELLY BAR HABITAT ENHANCEMENT PROJECT**

PROPOSAL TO: **SALMON RIVER RESTORATION COUNCIL**

ATTN: Melissa Van Scoyoc

habitat@srrc.org

P.O. Box 1089

25631 Sawyers Bar RD

Sawyers Bar, CA 96027

(530) 530-4665

PROPOSAL FROM:

(Name of Applicant)

(Address)

(City)

(State)

(Zip Code)

(Telephone Number)

(Email)

(Date Proposal Submitted)

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

1.0 APPLICANT'S REPRESENTATIONS

Applicant, represents that (a) Applicant and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of California and the RFP Documents; (b) they have carefully read and examined the RFP Documents for the proposed Work on this project, including, "Design Plans" and "Basis of Design Report", and that the Proposal is based on these two documents; they have become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Applicant hereby offers to furnish all labor, materials (except large wood and plant 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. Applicant further agrees that it will not withdraw its Proposal within 25 business days after the RFP Deadline, and that, if selected, that Applicant will, within the required amount of time, submit all required documentation as identified in the RFP Package. If awarded the Contract, Applicant agrees to complete the proposed work within the Timeline/Work Schedule outlined in the RFP Documents.

2.0 ADDENDA

Applicant acknowledges that it is Applicant'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 Proposal Form. Applicant therefore agrees to be bound by all Addenda that have been issued for this Proposal.

3.0 PROPOSAL COST:

\$ _____ TOTAL NOT TO EXCEED COST FOR KELLY BAR HABITAT ENHANCEMENT
PROJECT

(Write figure above)

4.0 PROPOSAL BUDGET

Select this [link](#) to access the Proposal budget template.

PROJECT PROPOSAL BUDGET					
Line Item	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1.0		
2	Clearing, Grubbing, and Construction Access	LS	1.0		
3	Temporary Stream Crossing	LS	1.0		
4	Temporary River Crossing	LS	1.0		
5	Dewatering	LS	1.0		
6	Site Stabilization	LS	1.0		
7	Excavation/Spoil Placement	LS	1.0		
8	Apex Bar Jam	EA	3.0		
9	Large Wood Pond Cover Structures	EA	4.0		
10	Root Wad/Cover Structures	EA	25.0		
11	Boulder Weir	LS	1.0		
12	Live Willow Stakes	LS	1.0		
13	Brush Baffles	LS	1.0		
14	Augmented Planting Island Site Prep	LS	1.0		
15	Cattle Exclusion Fencing	LS	1.0		
16	12-foot Galvanized Steel Gate	LS	1.0		
17	Bonding - payment and performance bonds	LS	1.0		
TOTAL PROJECT NOT TO EXCEED COST					

5.0 LIST OF SUBCONTRACTORS

Applicant will use Subcontractors for the Work:

Yes _____ No _____

If “yes”, provide in the spaces below (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the work described herein, or a subcontractor licensed by 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 Proposal.

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

(Note: Add additional rows if required.)

6.0 APPLICANT 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.)

DIR Number _____

Bonding Company _____

7.0 SBE, MBE, DBE, WBE CERTIFICATION

Please indicate any applicable business certifications, as described in the RFP Documents.

_____ (Abbreviation)

8.0 QUALIFICATIONS, EXPERIENCE, CERTIFICATIONS

Include as a separate attachment and narrative that describes the following:

1. *Contractor Experience and Qualifications*

Provide between 3 and 6 relevant examples of previous work, including Applicant's qualifications, experience, and/or relevant certifications as described in the RFP Documents. Describe project work performed on off-channel habitat (specifically installing/anchoring large wood), stream and/or floodplain restoration, and floodplain revegetation. Include a reference contact for each example.

2. *Personnel Experience and Qualifications*

Include CVs or other language to describe key staff and indicate work experience of individuals in terms of total time (e.g., years) per relevant work items (e.g., installing/anchoring large wood for off-channel habitat). For each key staff member identify the position responsibilities and the experience of the person in those areas of responsibility. Also discuss, the key team member's experience working together. Include the construction team's workload capacity and commitments from July 1, 2018 through November 31, 2018.

3. *Project Technical Approach*

Provide a narrative discussing your understanding of project goals and objectives. Identify potential risks that may directly affect cost, schedule, or project success and how you would mitigate those risks. Describe the proposed schedule (milestone deliverables and dates), staffing, and equipment plan to be used. Include a description of alternative methods to achieve results should project challenges require additional team members or resources.

9.0 DECLARATION

I, _____, hereby declare that I am
(Printed Name)

the _____ of _____
(Title) (Name of Applicant)

submitting these Proposal Forms; that I am duly authorized to execute this Proposal Forms on behalf of Applicant; and that all information set forth in these Proposal Forms and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I declare, under penalty of perjury, that the forgoing is true and correct and that this declaration was executed at: _____,
(Name of City and/or County)

in the State of _____, on _____.
(State) (Date)

(Signature)