

REQUEST FOR BIDS

Black Oak Ranch Water Conservation and Flow Enhancement Project

February 24, 2025

Funded by a grant from
California Wildlife Conservation Board

A project of



**Restoration Partners include Stillwater Sciences, Village Ecosystems,
and Black Oak Ranch.**

**Salmonid Restoration Federation
1018 2nd St
Eureka, CA 95501**

Request for Bids

Black Oak Ranch Water Conservation and Flow Enhancement Project

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Published by the authority of:

Salmonid Restoration Federation Board of Directors
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Salmonid Restoration Federation

Contract #2025-24-02

Black Oak Ranch Water Conservation and Flow Enhancement Project REQUEST FOR BIDS

1. Introduction

This project is being constructed by the Salmonid Restoration Federation (SRF) using grant funding from the State of California Wildlife Conservation Board.

SRF is a non-profit 501 c(3) whose mission is to promote the restoration and stewardship of California's native salmon, steelhead, and trout populations and their habitat.

For the purposes of "this Request for Bids document", the project owner is stated as the SRF Board of Directors.

Work will be supervised by SRF and the project designers, Stillwater Sciences and Village Ecosystems.

2. Documentation

Attached to this Request for Bids are copies of project and contract documents, including the following:

- Exhibit A: Project plans and specifications
- Exhibit B: Cost proposal form
- Exhibit C: Bid evaluation form
- Exhibit D: Sample contract
- Exhibit E: SRF insurance requirements
- Exhibit F: SRF Best Management Practices for Construction

Additional project specifications and information may be provided at the bid tour. Bidders are expected to thoroughly examine and understand the contents of each of these documents, which contain pertinent and specific information regarding all aspects of project construction and administration. The Bid Evaluation Form (Exhibit C) will be used by SRF staff to objectively score all bids for presentation to the Board of Directors. Contract documents (Exhibits D and E) will be included in the final contract made between the successful bidder(s) and SRF.

3. Location

The project site is the Black Oak Ranch which is approximately 5 miles north of Laytonville, California in northern Mendocino County on Highway 101 where Irene's Garden Produce Farm and the Camp are located.

4. Plans and Work Sites

The submission of a bid shall constitute certification by the bidder that they have:

- A. Visited the project site to familiarize themselves with local conditions that in any manner affect cost, progress, or performance of the work;
- B. Familiarized themselves with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work;
- C. Thoroughly examined and understand the bid documents, exhibits, plans, specifications, and reports.

5. Scopes of Work

The project consists of four discreet scopes. Contractors may bid on one, or multiple scopes. They may also submit duplicate bids for both a separate and combined scope with different dollar amounts. This would occur in the case of a contractor projecting having savings when doing more than one scope (e.g. reduced mobilization costs) but wanting to be considered for a single scope as well.

Scope A: Pond and Diversion Infrastructure

Scope B: Rainwater Catchment Tanks

Scope C: Plumbing and Electrical Infrastructure and System Components

Scope D: Forest Clearing for 3-acre Conversion

The scopes of work include all equipment, labor, and specified materials per Exhibit A: Plans and Specifications.

- A. Labor and equipment: Bids shall include costs for furnishing necessary labor and equipment to carry out all tasks detailed in Exhibit A.
 - o Subcontracts are allowable for specialized work. Subcontractors are subject to approval by the SRF and should be identified on the Cost Proposal form.
 - o Labor costs (including subcontractor labor costs) shall be based on current prevailing wage rates (see section entitled "Wages" below).
 - o Equipment costs shall include all fuel costs. Added fuel surcharges not included in the bid will not be paid.
 - o If bidding on fewer than all four scopes, coordination with other Contractors shall be included in the bid price.
- B. Materials: All required materials and any associated delivery costs shall be included in the bid.
- C. Permit Compliance: Permits have or will be acquired and will be provided. Bids shall include cost of compliance with environmental requirements.

6. Project Cost and Funding

Funding for the project is through a grant from the California Wildlife Conservation Board. The engineer's estimate of probable construction cost for the project is as follows:

Scope A: Pond and Diversion Infrastructure

A - Pond & Diversion Structures			
Bid Item	Description	Measurement	Engineer's Estimate of Probable Construction Cost
A-1	Mob/Demob	Lump Sum	\$ 40,000
A-2	Clearing and grubbing	Lump Sum	\$ 20,000
A-3	Grading	Lump Sum	\$ 350,000
A-4	French drain & groundwater sump	Lump Sum	\$ 50,000
A-5	Liner & gravel topper	Lump Sum	\$ 190,000
A-6	Spillway	Lump Sum	\$ 20,000
A-7	Unnamed creek diversion & Piping	Lump Sum	\$ 60,000
A-8	Streeter diversion (including dewatering)	Lump Sum	\$ 80,000
A-9	Revegetation & erosion control	Lump Sum	\$ 20,000
A-10	Permanent pond exclusionary fencing	Lump Sum	\$ 20,000
Total			\$ 850,000

Scope B: Rainwater Catchment Tanks

B - Tanks			
Bid Item	Description	Measurement	Engineer's Estimate of Probable Construction Cost
B-1	Mob/demob	Lump Sum	\$ 20,000
B-2	Grading	Lump Sum	\$ 25,000
B-3	Tank construction	Lump Sum	\$ 1,260,000
B-4	Revegetation & erosion control	Lump Sum	\$ 50,000
B-5	Plumbing associated with tank construction	Lump Sum	\$ 20,000
Total			\$ 1,375,000

Scope C: Plumbing and Electrical Infrastructure and System Components

C - Plumbing/Electrical			
Bid Item	Description	Measurement	Engineer's Estimate of Probable Construction Cost
C-1	Mob/demob	Lump Sum	\$ 20,000
C-2	General plumbing	Lump Sum	\$ 80,000
C-3	General electrical	Lump Sum	\$ 50,000
C-4	Trenching and backfill	Lump Sum	\$ 50,000
C-5	Pumps and controls	Lump Sum	\$ 60,000
C-6	Pre-treatment tank	Lump Sum	\$ 20,000
C-7	Relocation of drinking water treatment	Lump Sum	\$ 40,000
C-8	Camp rain catchment system	Lump Sum	\$ 25,000
C-9	Revegetation & erosion control	Lump Sum	\$ 5,000
Total			\$ 350,000

Scope D: Forest Clearing for 3-acre Conversion

D - Three-Acre Conversion			
Bid Item	Description	Measurement	Engineer's Estimate of Probable Construction Cost
D-1	Tree removal, hauling, and stockpiling	Lump Sum	\$ 70,000
Total			\$ 70,000

7. Project Timeline

- A. LETTER OF INTENT: Contractors wishing to attend the bid tour must submit a Letter of Intent to SRF no later than **5:00 PM, March 6, 2025**. Letters of Intent may be hand delivered to the SRF office, submitted via US Mail, or emailed to srf@calsalmon.org. Please note that Letters of Intent must be **received** at SRF by this time. A postmark is not sufficient.
- B. PRE-BID TOUR: A mandatory pre-bid site tour will be held on **March 13, 2025, at 1:00 PM**. Meet at Irene's Garden and Produce Farm, 50350 US-101, Laytonville, CA 95454. The driveway is on the left at mile marker 74.50. Cross the bridge and continue straight for one-third mile on a dirt road. Pass the farm and take the first left to park just south of the farm. **Contractors planning to submit a bid must attend the site tour.**
- C. REQUESTS FOR INFORMATION: Any questions regarding the contract documents must be submitted to the Salmonid Restoration Federation no later than **5:00 PM on March 6, 2025**.
- D. BID SUBMISSION DEADLINE: Sealed bids must be **received** at the Salmonid Restoration Federation office by **5:00 PM, March 28, 2025**. SRF staff will evaluate bids and may make a contract award recommendation to the SRF Board of Directors.
- E. CONTRACT AWARD: A decision on the award of a contract(s) will be made within three weeks of the bid tour. SRF may elect to reject all submitted bids and instruct staff to solicit additional bids if bids do not meet minimum requirements.
- F. CONTRACT DATE: A contract shall be formed no later than **May 19, 2025**. The successful bidder shall provide the required insurance documentation by this date.
- G. CONTRACT NEGOTIATION: Based on the bids received, we may need to adjust the designs and coordinate with the selected contractor to refine scope and specifications. SRF will work with the selected contractor to ensure there is flexibility based on final designs, scope and material needs..
- H. WORK SCHEDULE: Once a contract has been formed, work on the project may commence, with the following conditions:
 - i. All work is dependent on favorable weather conditions.
 - ii. All relevant permits must be in place to complete each component of work.
 - iii. Contractor shall coordinate the commencement of work with SRF.
 - iv. No work shall begin until authorized by SRF.

There are schedule limitations for work at the Camp facility which includes portions of Scope A (Streeter diversion) and Scope C (plumbing and electrical associated with Streeter diversion, camp rainwater catchment, and associated plumbing and electrical in the vicinity). The work in **this area must be completed** within the following times:

- August 1 to August 25, 2025.
- Monday through Thursday only during the period of September 4 to October 1, 2025
- Anytime after October 1, 2025 (weather dependent)

Below is a schedule for each of the four project scopes. Note that the schedule limitations described above must be adhered to as applicable:

- **Scope A**, Pond and Diversion Infrastructure: All tasks must be completed by October 15, 2025.
- **Scope B**, Rainwater Catchment Tanks: All tasks must be completed by December 1, 2025.
- **Scope C**, Plumbing and Electrical Infrastructure and System Components: All trenching shall be completed by October 15, 2025. All other Scope C project tasks shall be completed by Dec 31, 2025.
- **Scope D**, Forest Clearing for 3-acre Conversion: All work must be completed by June 15, 2025. Scope D contract will be issued in April 2025 to accommodate this timeline.

8. Prevailing Wage Laws

This project is considered a public work or public improvement and is therefore subject to prevailing wage and other requirements enumerated in Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code. Wage documentation, including certified payrolls, will be required of the contractor and subcontractors. A labor compliance monitoring pre-construction handout will be distributed at the bid tour.

9. Registration Pursuant to Labor Code Section 1725.5

All contractors and subcontractors who will perform any portion of the work must be CURRENTLY REGISTERED AT THE TIME OF BID SUBMISSION with the California Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5. Bids submitted by contractors, or including subcontractors, who are not registered will be rejected.

10. Permits

SRF will be responsible for obtaining all necessary permits. Copies of all permits will be provided to the Contractor, and one copy of each permit must be kept at the job site at all times.

11. Inspections

All work performed on this project shall be subject to regular inspections by Stillwater Sciences, Village Ecosystems, and the State Water Resources Control Board Drinking Water Division. The Contractor shall not cover any work prior to these inspections. It is

the Contractor's responsibility to contact SRF to conduct required inspections. Inspections shall occur during construction and at job completion.

12. Private Property; Sensitive Areas

The project site is on private property that is accessible to the public. Contractor shall take all precautions and measures necessary to protect the safety of residents, visitors and property. The Camp Facility hosts the women's herbal symposium and a children's camp (Camp Winnarainbow). Work times within the camp boundary will need to be closely coordinated and special care given to respect their privacy. Construction of the pond, storage tank, and some plumbing and electrical will be able to occur during camp, but construction of some of the conveyance and facility infrastructures will need to happen at designated times. Contractor shall take all precautions and measures necessary to protect the environmental integrity of the site, including but not limited to the protection of all plants, animals, and aquatic life. See Exhibit G: SRF Best Management Practices for Construction.

13. Licenses

To submit a bid on this contract, specific licenses are required for each scope as follows:
Scope A: Pond and Diversion Infrastructure: A Class A General Engineering Contractor License is required

Scope B: Rainwater Catchment Tanks: A Class A or B General Engineering or Building Contractor's License is required.

Scope C: A Class A or B General Engineering or Building Contractor's License is required.

Scope D: Forest Clearing for 3-acre Conversion: A Licensed Timber Operator License is required

14. Safety Plan

A written safety plan shall be submitted to SRF by the successful bidder prior to the start of construction activities.

15. Submission of Bids

Bids shall be submitted on the Cost Proposal Form attached hereto (Exhibit B). Be sure to fill out the Cost Proposal Form completely, including total bid amount and unit costs for the items listed, and provide references pertinent to the construction plans if possible.

NOTE: It is not necessary to include a copy of the entire RFB with the bid.

Submit Bids to:

Salmonid Restoration Federation Board of Directors

1018 2nd St

Eureka, CA 95501

SRF Executive Director: Dana Stolzman

Phone: (707) 923-7501

Email: srf@calsalmon.org

16. Evaluation of Bids

SRF will accept the proposal which is of the greatest advantage to the project and SRF. SRF has the right to reject any and all proposals and add alternates. The Bid Evaluation Form (Exhibit C) lists the objective criteria that will be used to evaluate all bid proposals. **SRF is not required to accept the low bid.**

17. Contract and Payment

Lump sum contract(s) will be awarded to the successful bidder(s) for all work described in Exhibit A and the Scope of Work above. During the construction season, contractors will need to bill monthly no later than the 15th of each month so SRF can submit monthly invoices to the project funder. Contractor(s) will be paid, once SRF has received grant payment which could take up to 90 days. Additionally, there is a 10% retention that will be deducted from invoices per WCB terms and conditions flow down. After construction has been completed, SRF will submit a retention request and once received, SRF will reimburse contractor(s) for the 10% withheld from their invoices. The retention period shall not exceed six months.

Payment terms and conditions are outlined in the attached sample contract (Exhibit D). Payment policy and instructions for vendors / contractors will be included in final contracts.

EXHIBIT A
Project Plans and Specifications

Black Oak Ranch Water Conservation and Flow Enhancement Project

Design plans and specifications are posted on the SRF website. Here is the link to the [Black Oak Ranch Bidding Notice Package](#)

This bid package includes:

[SRF Black Oak Ranch Bid Announcement](#)

[Black Oak Ranch Bidding Materials and Specifications](#)

[Black Oak Ranch Design Plans](#)

[BOR Bidding scoresheet](#)

EXHIBIT B
Cost Proposal
Black Oak Ranch Water Conservation and Flow Enhancement Project
Scope ID: A, B, C, or D

To: Salmonid Restoration Federation (SRF):

We, the undersigned, having familiarized ourselves with all project plans and local conditions affecting the cost of work to be done, along with the cost proposal and contract documents, hereby propose to provide and furnish all labor, materials, utilities, transportation, and equipment of all types and kinds and to complete the project as specified and described in Exhibit A.

We, the undersigned, agree to perform all of the above work to its completion and to the satisfaction of the Salmonid Restoration Federation for the rates and prices for said work as indicated below.

We, the undersigned, understand that the contract is a lump sum contract. The Contractor cannot be paid over the not-to-exceed sum without a change order from the Salmonid Restoration Federation. The Salmonid Restoration Federation will not be responsible for any loss of anticipated profits due to reductions in the size of the contract.

1. BID SCHEDULE

Scope A: Pond and Diversion Infrastructure

A - Pond & Diversion Structures			
Bid Item	Description	Measurement	Bid Amount
A-1	Mob/Demob	Lump Sum	
A-2	Clearing and grubbing	Lump Sum	
A-3	Grading	Lump Sum	
A-4	French drain & groundwater sump	Lump Sum	
A-5	Liner & gravel topper	Lump Sum	
A-6	Spillway	Lump Sum	
A-7	Unnamed creek diversion & Piping	Lump Sum	
A-8	Streeter diversion (including dewatering)	Lump Sum	
A-9	Revegetation & erosion control	Lump Sum	
A-10	Permanent pond exclusionary fencing	Lump Sum	
Total			

Scope B: Rainwater Catchment Tanks

B - Tanks			
Bid Item	Description	Measurement	Bid Amount
B-1	Mob/demob	Lump Sum	
B-2	Grading	Lump Sum	
B-3	Tank construction	Lump Sum	
B-4	Revegetation & erosion control	Lump Sum	
B-5	Plumbing associated with tank construction	Lump Sum	
Total			

Scope C: Plumbing and Electrical Infrastructure and System Components

C - Plumbing/Electrical			
Bid Item	Description	Measurement	Bid Amount
C-1	Mob/demob	Lump Sum	
C-2	General plumbing	Lump Sum	
C-3	General electrical	Lump Sum	
C-4	Trenching and backfill	Lump Sum	
C-5	Pumps and controls	Lump Sum	
C-6	Pre-treatment tank	Lump Sum	
C-7	Relocation of drinking water treatment	Lump Sum	
C-8	Camp rain catchment system	Lump Sum	
C-9	Revegetation & erosion control	Lump Sum	
Total			

Scope D: Forest Clearing for 3-acre Conversion

D - Three-Acre Conversion			
Bid Item	Description	Measurement	Bid Amount
D-1	Tree removal, hauling, and stockpiling	Lump Sum	
Total			

Proposed Work Plan and Schedule			
Scope	Description	Schedule	Initial that you understand timeline
A	Pond and Diversion Structures	Must be completed by October 15, 2025	
B	Rainwater Catchment Tanks	Must be completed by December 15, 2025	
C	Plumbing and Electrical Infrastructure and Systems Components	Trenching must be completed by October 15, 2025	
C		Other Scope C project tasks completed by Dec 31, 2025	
D	Forest Clearing 3-acre Conversion	Work must be completed by June 15, 2025	

Please feel free to provide additional detail regarding:

- Scheduling availability
- How you would approach the project
- When you would be able to start work
- How long you think each task would take
- What equipment you plan to use

2. CERTIFICATION

I hereby certify that:

A. All of the statements herein made by me are made on behalf of:ssse

- (i) a corporation organized and existing under the laws of the State of California, governed by:

President _____

Vice-President _____

Secretary _____

Treasurer _____;

or

- (ii) a partnership consisting of: _____

and _____;

or

(iii) _____ an individual trading as:

in the County of _____, State of _____

- B. I have thoroughly examined the plans and specifications, contract documents and all other items bound herein;

- C. I have carefully prepared this Cost Proposal form and have checked the same in detail before submitting this bid;

- D. I have full authority to make such statements and to submit this bid on the Company's behalf; and

E. The statements herein are true and correct.

Signature _____ Date _____

By _____

Title _____

Calif. Contractor's License #: _____ Classification: _____

Name of Qualifier for License: _____

Federal Tax Identification #: _____

Company Address: _____

Phone: _____ Email: _____

Project Representative: _____

Representative's Phone: _____ Email: _____

3. SUBCONTRACTORS

List subcontractors you are planning to use on this project, if any. Provide company name and California contractor license number and classification.

Name of Subcontractor: _____

License #: _____ Classification: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

4. REFERENCES

List projects and contact information for use as reference, or attach reference documentation (please refer to EXHIBIT C: Bid Evaluation Form).

PROJECT NAME _____

Brief description of project:

Date(s) constructed:

Reference (name & phone)

PROJECT NAME _____

Brief description of project:

Date constructed:

Reference (name & phone) _____

PROJECT NAME _____

Brief description of project

Date constructed:

Reference (name & phone) _____

EXHIBIT C

Bid Evaluation Form

Black Oak Ranch Water Conservation and Flow Enhancement Project Salmonid Restoration Federation

NOTE: This is provided in the bid packet as an example to show bidders how bids will be scored. Please do not fill out – it will be completed by the Black Oak Ranch project team.

Contractor name: _____

Black Oak Ranch Water Conservation Proposal Score Sheet

Contractor:

Date:

Evaluation Criteria and Evaluation Score	Points
<p>Responsiveness to RFP/Invitation to Bid This criterion will be used to evaluate how complete and accurate the Applicant responded to the RFP/Invitation to Bid. Did the Applicant submit all the required documents? Was the application accurate and without error? Did the Applicant express an understanding of the work? Did the Applicant express any innovative approaches to the work?</p> <ul style="list-style-type: none">• (0-20 points) Applicant went above and beyond and demonstrated a clear understanding of the project, its constraints, and the schedule.• (0-15 points) Applicant provided a complete application but included some errors or omissions.• (0-5 points) Applicant did not provide a complete questionnaire.	20
Comments:	
<p>Qualification and Experience: This criterion 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">(0-10 points): Applicant's experience constructing large ponds, water tanks, and/or plumbing/electrical infrastructure for relevant projects(0 -5 points) Applicant's experience managing water quality and Best Management Practices for watershed restoration activities(0-10 points) Applicant's experience adhering to engineered plans and specifications.(0-5 points) Applicant's experience working in similar ecological environments with similar avoidance and minimization measures to protect sensitive or protected species.(0-10 points): Applicant's experience with DIR and certified payroll. Applicant's ability to receive payment once project administrator (SRF) receives grant reimbursement and can operate within Wildlife Conservation Board terms and conditions including 10% retention during construction season.	40

Comments:	
<p>Disadvantaged Business Enterprise: Is the Applicant a disadvantaged business enterprise? This is defined as a for-profit small business where at least 51% interest is owned by individuals from communities that have been historically disadvantaged either socially or economically and that these individuals also control management and daily business operations. This term includes businesses owned by ethnic/racial/cultural minorities, women, owner--operated, and persons of the LGBTQ+, disability and veteran communities.</p> <ul style="list-style-type: none"> • (0-5 points) The Applicant meets the definition for a disadvantaged business enterprise (DBE) or primarily works in disadvantaged communities. • (0-5 points) The Applicant is local (within 60 miles) and works in a disadvantaged community) • (0 points) The Applicant and all listed subcontractors are not considered a DBE. 	10
Comments:	
<p>Company Record of Performance and Qualifications: This criterion will be judged by the qualifications of the proposed key team members, other subcontractors, safety records, and the capacity of staff to implement a high-quality project.</p> <ul style="list-style-type: none"> • (0-5 points) (5 if no record) Applicant has a clean Safety Record. • (0 - 5) (5, if no record) if Applicant has been disqualified, disbarred, defaulted or terminated, 2.5 if Subcontractor has been disqualified, disbarred, defaulted, or terminated. • (0-5 points) Capacity of staff (construction and admin) and experience of staff assigned to the project. • (0-5) (5 if no subs) Subcontractor record 	15
Comments:	
<p>Project Cost: This criterion will be judged based on the reasonableness of the cost proposed in relation to the engineering cost estimate, factoring in escalation and inflation, including overall and component costs and rates (both in terms of Applicant to Applicant, but also as compared to regional and historic pricing).</p> <ul style="list-style-type: none"> • (0-5) Applicant has demonstrated a good understanding of the work and costs per bid item are reasonable. • (0-5) Applicant's costs are closely related to the Engineer's Cost Estimate and accurately reflect escalation and inflation. • (0-5) Applicant understands that there is 10% retention that is deducted from each invoice and that invoice reimbursements may take up to 90 days since this is a state grant-funded project. SRF will file for a retention request after the construction season and once reimbursed, this retention will be paid out to contractors. 	15
Comments:	Score
Total Score (Out of 100 Points)	

EXHIBIT D

SAMPLE CONTRACT between Salmonid Restoration Federation and CONTRACTOR

Black Oak Ranch Water Conservation and Flow Enhancement Project

Note: this is a sample contract. SRF will modify this contract with the selected contractor(s) and the contract will include flow down WCB terms and conditions.

RECITALS

This contract (hereinafter the Contract) is between Salmonid Restoration Federation (SRF) and CONTRACTOR (CONTRACTOR) for services required through California Wildlife Conservation Board (WCB) Grant Agreement **WC-2498AH**.

CONTRACTOR is to be considered an independent contractor, and all persons employed by CONTRACTOR in connection with works covered by this Contract are not to be considered employees of SRF in any respect whatsoever.

This Contract supersedes and replaces any previous understanding, agreement or contract, written or verbal, between SRF and CONTRACTOR.

TERMS AND CONDITIONS

- 1. Effective and End Dates.** The effective date of this Contract is **DATE**. Work under this Contract shall continue until either party terminates the Contract; however, with respect to services initiated under the Contract, the terms and conditions herein shall continue through completion of such services, or until **DATE**, whichever comes first.
- 2. Schedule.** Work may start immediately upon execution of this Contract, subject to approval by SRF. CONTRACTOR shall submit his/her project work schedule as detailed in the project specifications to SRF within three working days of the request. Construction of all project components shall be substantially complete **by DATE (DEADLINE)**. **DEADLINE** may be extended by mutual agreement of SRF and CONTRACTOR.
- 3. Termination.** Either party shall have the right to terminate this contract for any reason upon 15-day written notice to the other party. In the event of such termination, CONTRACTOR will be entitled to payment for all work performed under this Contract prior to termination.
- 4. Scope of Work.** In accordance with the activities described in the WCB, a Scope of Work for this Contract, consisting of Plans and Specifications for the project, is attached hereto as Exhibit A and incorporated by reference herein. CONTRACTOR represents itself to be experienced and competent to perform such services. These services are in connection with SRF's engagement by WCB to administer the Black Oak Ranch project, and are to be rendered in partial discharge of that engagement and in accordance with the terms thereof.

Services to be provided by CONTRACTOR are described in Exhibit A, which includes the plans and specifications for the work to be performed, and Exhibit B, which specifies CONTRACTOR's equipment, labor and other relevant rates.

In requesting the services as outlined in Exhibit A and any subsequent exhibits, neither SRF nor WCB assumes an obligation to provide further funding or support to CONTRACTOR beyond the terms stated in the exhibits.

5. Payment and Fees

- A. This is a lump sum contract. SRF and CONTRACTOR agree that if additional services are needed, a mutually agreeable change order to this contract will be prepared.
- B. Payment in full shall be made to CONTRACTOR upon completion and final inspection of all project work, according to the conditions in 5(B) below. Progress invoices are acceptable, and shall be submitted no more frequently than monthly. All invoices rendered to SRF by CONTRACTOR shall indicate the number of hours and dates worked for each piece of equipment or labor classification, cost for materials and subcontractors, and such additional information as SRF shall reasonably request. The total compensation shall in no event exceed **SAMOUNT** without express written approval by SRF. The compensation provided for in this article shall be the total consideration to CONTRACTOR, and shall include all of CONTRACTOR's expenses incurred in rendering requested services.
- C. If construction of all project components is not substantially complete by DEADLINE in Section 2 above or agreed extension, whichever is later, total compensation shall be reduced by 1% of the amount in 5B, and by a further 1% of the amount in 5B for each month that passes after DEADLINE or agreed extension, whichever is later, until work on all project components is substantially complete.
- D. An original invoice with all required documentation shall be submitted to: SRF, 1018 2nd Street, Eureka, CA 95501. Attn: Dana Stolzman or by email to srf@calsalmon.org. Electronic submission is preferred.
- E. Compensation shall be paid to CONTRACTOR within 20 days after SRF has received payment from WCB. After SRF has received payment for work completed, the SRF Executive Director and Contract Manager shall review the invoice to be paid. This WCB grant agreement is subject to 10% retention which is withheld on each invoice. This 10% retention will be passed down. After the 2025 construction season, SRF will tour the completed project with the funder. Once the requested post-construction retention is received, SRF will immediately pay any retention withheld from contractors' invoices associated with this project.

6. **Wages.** The Black Oak Ranch Water Conservation Project is being implemented by Salmonid Restoration Federation, a 501c3, under contract to the California Wildlife Conservation Board. This project is considered a restoration project **subject to prevailing wage, training of apprentices and other requirements** enumerated in Chapter 1 (commencing with Section 1770) of Part 7 of Division 2 of the California Labor Code. The project is subject to labor compliance requirements, and CONTRACTOR and all subcontractors will be required to submit all required documentation as a prerequisite to progress and final payments and certified payroll.

7. **Oversight and Inspections.** All work performed on this project shall be subject to oversight and regular inspections by SRF, Stillwater Sciences (primary engineering consultants), the Mendocino County Building Inspector, and the Division of Drinking Water. A schedule of required SRF inspection points is attached to this contract as **Exhibit XX**. All work items shall be completed in accordance with detail provided in the plans, specifications and typical diagrams included in Exhibit A, and shall be subject to final approval by SRF. CONTRACTOR shall have no responsibility whatsoever for inspections and/or reporting to the SRF Board of Directors or granting agencies about the progress of the work.

8. **Final Inspection.** When the work performed by CONTRACTOR on each project site is substantially complete, CONTRACTOR shall notify SRF that the work will be ready for final

inspection on a definite date, which shall be stated in such notice. Notice may be given in writing, by email or verbally, and shall be given at least five (5) days prior to the stated date for final inspection. If the SRF Project Manager determines that the status of the work is as represented, Stillwater Sciences / Village Ecosystems final inspection on the date stated in such notice, or as soon thereafter as is practicable.

9. Safety and Protection.

- A. Fire precautions. CONTRACTOR shall have on hand and maintain the following tools and equipment while working on the job site: an approved five-pound ABC fire extinguisher, a back pump water-type fire extinguisher and one round-pointed, shovel, McLeod, or other grubbing tool suitable for fire-fighting per person working on the project. All portable gasoline-powered equipment shall have approved spark arrestors in place and functioning properly. Stationary equipment shall have a 10-foot fire break around it.
- B. Protection of Property. CONTRACTOR shall take care not to damage property on which the project is being constructed. This includes, but is not limited to, damage to roads and access routes resulting from vehicle or equipment use. CONTRACTOR will be required to repair damage resulting from CONTRACTOR's activities at his/her own expense.

10. Performance of Services. CONTRACTOR agrees to render its services as stated in Exhibit A. CONTRACTOR shall give immediate notice to SRF where any event occurs or condition arises which CONTRACTOR considers to constitute a basis for any modification of this Contract. SRF and CONTRACTOR shall mutually agree on cost and completion date adjustments suitable for any such modification.

11. Delays. Neither SRF nor CONTRACTOR shall be liable for default or delay under this Contract caused by acts of God, or other events beyond the control of such party. Such acts or events shall include storms, floods, fires, epidemics, war, riot, strikes, lockouts, or other labor disputes, and acts of the government, its agencies or officers, federal, state, or local.

12. Suspension of Services. SRF may suspend performance of services hereunder at any time by written note to CONTRACTOR. Any suspension shall extend the Contract completion date commensurately. SRF shall pay CONTRACTOR necessary and reasonable costs incurred by CONTRACTOR directly attributable to the suspension in addition to other compensation provided for by this Contract.

13. Proprietary and Confidential Information. There is a possibility that as part of executing the work described in exhibit(s) CONTRACTOR will need to obtain and use information considered confidential or proprietary by SRF or its subcontractors. In this instance, SRF will inform CONTRACTOR that SRF or its subcontractors considers such information confidential or proprietary. CONTRACTOR agrees that, during and after the term of this Contract, it will not directly or indirectly disclose to any third person, nor use for its own benefit or the benefit of anyone other than SRF, such confidential or proprietary information without obtaining prior authorization from SRF.

14. Ownership of Materials and Documentation. It is understood that all materials resulting from the efforts of CONTRACTOR in connection with this Contract, including documents, reports, calculations, maps, photographs, computer programs, computer printouts, notes, and any other pertinent data are to be the property of SRF. They shall be retained by CONTRACTOR for a minimum of three (3) years, and shall not thereafter be disposed of without prior written notice to SRF. Reuse of these materials by CONTRACTOR on projects other than the Alliance Redwoods Water Conservation Project, Phase 1 is prohibited without written permission from SRF. Notwithstanding anything in this provision, SRF and

CONTRACTOR are obligated to abide by 37 CFR Part 401 (*Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements*).

15. Accounting, Auditing and Evaluation. CONTRACTOR shall prepare and maintain accounting records in support of all amounts billed to SRF. CONTRACTOR's files and records directly relating to performance of this Contract and billing therefore shall be subject to audit by SRF and/or WCB and/or DFW at all times during the course of the project and for a period of three (3) years after project completion. CONTRACTOR further agrees to provide timely responses to all reasonable requests for information from SRF, WCB, for purposes of evaluating the accomplishments of the Project for a period of five (5) years after the date on which the final reports for the project are provided.

16. Subcontracting. The services under this Contract shall be rendered by CONTRACTOR, and shall not be subcontracted to be performed by any other party without the prior written consent of SRF. Inclusion of specific subcontractors in attached exhibit(s) approved by SRF constitutes approval of said subcontractors.

17. Liability and Indemnity. As an independent contractor, CONTRACTOR shall be responsible for its own operations, personnel and activities and assumes all liability for its negligent acts or willful misconduct in the course of work to be performed and for breach of any of the terms of this Contract. SRF and CONTRACTOR mutually agree, to the fullest extent permitted by law, to defend, indemnify, and hold each other, and WCB harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, willful misconduct, errors, or omissions in the performance of their services under this Contract.

CONTRACTOR assumes all liability for workers' compensation and employer's liability coverage for its own employees.

18. Compliance with Applicable Laws. CONTRACTOR shall comply with any safety rules and procedures provided by SRF when working on the project, and with all applicable provisions of federal, state and local equal employment opportunity laws, rules, regulations and orders described in this Contract and with all other applicable laws, rules, regulations and orders.

19. Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Stormwater Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

20. Insurance Requirements. CONTRACTOR agrees to procure and maintain insurance of the kinds and amounts detailed below (Exhibit C) from insurance companies authorized to do business in the state of California, covering all operations under this Contract. CONTRACTOR shall furnish to SRF a certificate(s) signed by an authorized representative of the insurance company (ies) showing that CONTRACTOR has satisfactorily complied with the insurance provisions herein within 5 days of the effective date of this Contract.

CONTRACTOR shall maintain at its own expense and provide evidence of sufficient commercial general and automobile liability, workers' compensation insurance as required by law or regulation for performance of services under this Contract.

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination. CONTRACTOR agrees not to unlawfully discriminate, harass or to allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, ancestry, age, marital status, physical disability, mental disability, medical condition, national origin and denial of family care leave.

22. Governing Law and Venue. The parties agree that this Contract, including its performance, validity, and interpretation, shall in all respects be governed by the laws of the State of California. The State of California, County of Sonoma, shall be the jurisdiction and venue for any dispute arising out or in connection with this Contract.

23. Dispute Resolution.

A. Intent. The parties intend to resolve all disputes and other matters in question arising out of or relating to the interpretation, application, performance or breach of any term, covenant or condition of this Contract through reasonable business-like negotiations without resort to litigation. If a dispute should arise regarding the obligations of SRF or CONTRACTOR, the parties shall attempt to resolve the dispute in accordance with this Dispute Resolution section. Unless SRF requires otherwise, and regardless of the size or nature of the dispute, CONTRACTOR shall not cease or delay performance of its obligations under the Contract during the existence of any dispute, and SRF shall pay to CONTRACTOR all amounts owing that are not subject to dispute or offset.

B. Resolution Procedure. SRF and CONTRACTOR shall attempt to resolve any disputes in accordance with the following procedures:

i. Special Meeting

SRF will call a special meeting for the resolution of disputes. The meeting shall be held within three (3) working days after delivery of written request for such meeting specifying the nature of the dispute to be resolved. If a meeting is called prior to commencement of the construction, the meeting shall be held at the Salmonid Restoration Federation's offices; thereafter, the meeting shall be held at the project site. The meeting shall be attended by representatives of SRF and CONTRACTOR. Such representatives shall have authority to resolve the dispute and shall not be an attorney(s) actively practicing law.

ii. Mandatory Mediation

If the dispute has not been resolved within five (5) working days after the special meeting, both parties shall engage in a mediation proceeding, which shall be attended by all parties to the dispute and which, unless all parties to such proposed mediation proceeding agree otherwise, shall be conducted by an independent mediator, such as Judicial Arbitration and Mediation Service in San Francisco, California, in

accordance with its procedures. The costs of mediation shall be shared equally by all parties to such mediation.

iii. Settlement

If, as a result of the mediation, a voluntary settlement is reached and the parties agree that such settlement shall be reduced to writing, the Contract may be enforced as a settlement agreement in the Sonoma County Superior Court. Such agreement shall be and have the same force and effect as an arbitration award in California and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

iv. Evidence Code

All proceedings under this Dispute Resolution section shall be subject to California Evidence Code Section 1119. The restrictions set forth therein on the use of evidence from the special meeting or mediation shall apply to any arbitration as well as any court proceeding. The parties expressly agree to abide by subdivisions (a) and (b) of Section 1119, which provide as follows:

1. Subject to the conditions and exceptions provided in the section, when persons agree to conduct and participate in mediation for the purpose of compromising, settling, or resolving a dispute:
 - a. Evidence of anything said or of any admission made in the course of the mediation is not admissible in evidence, and disclosure of any such evidence shall not be compelled, in any civil action (or arbitration) in which, pursuant to law, testimony can be compelled to be given.
 - b. Unless the document otherwise provides, no document prepared for the purpose of, or in the course of, or pursuant to the mediation, or copy thereof, is admissible in evidence, and disclosure of any such document shall not be compelled, in any civil action (or arbitration) in which, pursuant to law, testimony can be compelled to be given.
2. Subdivision a does not limit the admissibility of evidence if all persons who conducted or otherwise participated in the mediation consent to its disclosure.
3. The presentation of evidence from any expert or consultant shall not waive the attorney-client or other privilege or exclusionary rule a party may later seek in another proceeding.

v. The Contractor shall incorporate this Dispute Resolution into contracts with all subcontractors.

vi. This Dispute Resolution procedure shall not in any way affect any statutes of limitation relating to any claim, dispute or other matter or question arising out of or relating to this Contract or the breach thereof. This dispute resolution procedure may be conducted before or during the pendency of any other legal proceedings between SRF and any third party.

22. Attorney's Fees. In the event either party brings an action or proceedings for damages arising out of the other's performance under this contract or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney fees and costs as part of such action or proceeding.

23. Lobbying Certification and Disclosure. CONTRACTOR agrees, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL (Disclosure Form to Report Lobbying), in accordance with its instructions.

24. Delivery of Documents and Notices

The following addresses shall be used for delivery of required documents and notices to SRF or CONTRACTOR:

SRF: Salmonid Restoration Federation
1018 2nd Street
Eureka, CA 95501
Attn: Dana Stolzman

Contractor: CONTRACTOR
ADDRESS
ADDRESS

- 25. Signatures.** Unless otherwise specified below, the following signatories are the authorized representatives upon whose decisions and information each party may rely in performance of this Contract. Any information or notices required or permitted hereunder shall be deemed to have been sufficiently given to either party if given to these signatories or to such other parties and/or address as they may subsequently designate.

By _____

Dana Stolzman, Executive Director
Salmonid Restoration Federation
1018 2nd Street
Eureka, CA 95501
707 923-7501

Date _____

By _____

Authorized Representative
CONTRACTOR
ADDRESS
ADDRESS
PHONE

Date _____

EXHIBIT E

Salmonid Restoration Federation Insurance Requirements Contract Construction Services

The Contractor shall, at its expense, maintain or cause to be maintained the insurance coverages set forth with insurance companies acceptable to the Salmonid Restoration Federation (SRF). Prior to commencement of services hereunder, the Contractor shall deliver to SRF certificate(s) (a) evidencing the issuance of insurance containing the coverages required herein and (b) providing that the insurance shall not be canceled or materially changed without thirty (30) days' prior written notice to SRF.

Commencement or performance of services without delivering the certificate(s) of insurance shall not constitute a waiver of Contractor's obligation to provide the required coverages. Also, in the event coverages required herein are faulty in any respect, such shall not constitute a waiver of the Contractor's obligations to obtain the proper insurance. The policy (or policies) of insurance obtained by the Contractor, except Workers' Compensation, shall provide that SRF, the grantor, their respective officers, directors, employees, and agents are additional insured for all coverages, to the extent of the indemnity provided by the Contractor under this Contract.

1. **Workers' Compensation and Occupational Disease Insurance.** Workers' Compensation and Occupational Disease Insurance or the equivalent thereof; in an amount necessary to comply with the laws of the countries and/or states of origin of the Contractor's expatriate employees and the country wherein the services are to be performed, with Employer's Liability coverage in the amount of \$1,000,000 each accident.
2. **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance including coverage for Contractual liability for this Contract, and Cross-liability, in the amount of \$1,000,000 combined single limit each occurrence for bodily injury and property damage. If SRF's General Liability Insurance is written on a "claims-made" form, it must provide for (i) a retroactive date prior to, or coincident with, the commencement of service under this contract and (ii) a minimum extended claims reporting period of one (1) year.
3. **Automobile Liability Insurance.** If automobiles are to be furnished by the Contractor in performance of services under this Contract, Comprehensive Commercial Automobile Liability Insurance, covering all vehicles owned, non-owned, or hired, in the amount of \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

General Conditions for Insurance

1. The Contractor hereby waives its rights of subrogation against the additional insureds to the extent of contractual liabilities assumed under this contract and shall cause its insurers to waive their rights of subrogation against the additional insureds.
2. With respect to insurance coverages maintained hereunder by the Contractor and insurance coverages separately obtained by the additional insureds, all insurance coverages afforded by policies of insurance maintained by the Contractor shall be primary insurance as such coverages apply to the additional insureds to the extent of contractual liabilities assumed under this contract, and such insurance coverages separately maintained by the additional insureds, shall be excess insurance.
3. Where use of subcontractors has been approved by SRF, the Contractor shall require all such subcontractors to obtain, maintain, and keep in force during the time in which they are engaged in performing work hereunder, adequate insurance coverage and furnish SRF acceptable evidence of such insurance upon request. Any deficiencies in such coverage shall be the sole responsibility of the Contractor.
4. No form of liability self-insurance, including, but not limited to, insuring with a parent, subsidiary, or affiliate organization, is acceptable or allowable under the terms of this contract unless agreed to by SRF prior to commencement of the work.

EXHIBIT F

Salmonid Restoration Federation Best Management Practices for Construction

The project site is on private property that is accessible to the public. The contractor shall take all precautions and utilize all measures necessary to protect public safety and the environmental integrity of the site, including but not limited to the protection of plant, animal, and aquatic life. The following is an integral aspect of this construction project:

Limitations on earthmoving:

- BMPs for construction period runoff and erosion control will be employed, including, but not limited to, silt fencing, fiber rolls, gravel bag berms, sandbag barriers, tracking controls, and stockpile management.
- Access to all sites must be reviewed with SRF. Exact location of access way, number of trips planned, and type of vehicles used shall be discussed. Contractor shall be responsible for repairing, at his own cost above and beyond the scope of work, any damage to property caused by access not approved by SRF.
- Existing ingress or egress points will be used when possible.
- Placement of temporary access routes, staging areas, and other facilities shall avoid disturbance to wildlife habitat and shall be restored to pre-construction conditions or better.
- Trash, litter, construction debris, cigarette butts, etc., must be stored in a designated area approved by the inspector or removed from the site at the end of each working day. Upon completion of work, contractor is responsible for removing all debris to the satisfaction of the inspector.
- Disturbance to existing grades and vegetation will be limited to the actual site of the conservation project and necessary access routes.
- Excavations left open overnight which pose a hazard to public safety will be marked, and public exclusion measures will be taken, including temporary fencing where appropriate.

Limitations on construction equipment:

- No work will occur in flowing or standing water unless a dewatering plan is in place and has been agreed to by the CA Department of Fish and Wildlife.
- When heavy equipment is used, care must be taken to avoid existing septic system sites.
- The use or storage of petroleum-powered equipment shall be accomplished in a manner to prevent the potential release of petroleum materials into waters of the state (Fish and Game Code 5650). The following precautionary measures will be required:
 - All vehicles and equipment on the site must not leak any type of hazardous materials such as oil, hydraulic fluid, or fuel. Vehicles and

equipment must be inspected and approved by the inspector before use. Fueling shall take place outside of the riparian corridor.

- If needed, a contained area located at least 50 feet from any watercourse will be designated for equipment storage, short-term maintenance, and refueling. If possible, these activities will not take place on the project site.
- Vehicles shall be inspected for leaks and repaired immediately.
- Contractor shall have emergency spill cleanup gear (spill containment and absorption materials) and fire equipment available on site at all times. These items are to be reviewed by inspector before construction begins.
- Leaks, drips and other spill are cleaned up immediately to avoid soil or groundwater contamination.
- Major vehicle maintenance and washing shall be done off-site.
- All spent fluids including motor oil, radiator coolant, or other fluids and used vehicle batteries shall be collected, stored, and recycled as hazardous waste off-site.
- Dry cleanup methods (i.e. absorbent materials, cat litter, and/or rags) shall be used whenever possible.
- Spilled dry materials shall be swept up immediately.