# **MCKENZIE MEADOWS RESTORATION PROJECT**

# **INVITATION FOR BIDS/CONTRACT PACKAGE**

(Please read the contract carefully. There will be a mandatory on-site pre-bid tour for this contract. See Sec. F, page 4.)

# Bids Due: 5:00 PM, <u>April 11, 2025</u> At the Plumas Corporation Office

Contract # 25-01-\_\_\_\_

Contractor Tax Id#: \_\_\_\_\_

Contract Amount: \_\_\_\_\_



# I. <u>PROJECT CONDITIONS:</u>

#### A SCOPE OF WORK

Provide equipment, fuel, operators, repairs, mobilization and all incidentals necessary to perform channel/meadow restoration activities on 13,500 linear feet along two primary gully channels and associated tributary channels in McKenzie Meadows, part of the 101 Ranch. Additionally, approximately 1,900 feet of existing railroad grade will be removed and trucked to use as fill for the core of a valley grade structure (VGS) and for gully fill. Tasks include: 1.) excavating borrow sites and placing the fill in existing channel gullies; 2.) transplanting existing vegetation to portions of the remnant channel and gully plugs; 3.) construction of a rocked valley grade structure (VGS); 4.) construction of seven (7) rock riffles; 4.) on-site use of conifers from railroad berms within the meadow, and; 5.) rock haul for VGS and riffles. The project is located approximately 6 air miles northeast of Westwood, CA. Channel and plugs will be constructed of dredge material and vegetation available on-site. All vegetation displaced by channel/pond construction will be transplanted to finished portions of the channel or on gully plugs. Dredge material (est. 64,000 yds<sup>3</sup>) from borrow sites will be transported short distances (approximately 400' or less) up- and down channel to fill the gully to original meadow grade. Approximately 2,000 yds<sup>3</sup> that will be hauled up to 1,500' from the westernmost railroad grade to the bottom of the project. This contract would be expected to terminate on or before November 30, 2025. All project activities will conform to the conditions of the attached example Fire Plan.

This project is being conducted by Plumas Corporation on behalf of Sierra Pacific Industries funded through the Sierra Meadows Block Grant Program administered by Point Blue Conservation Science. Work will be performed under the supervision of Plumas Corporation project manager Terri Rust. Contracting Officer is Gia Martynn, Executive Director, Plumas Corporation. Estimated start work date is August 11, 2025. <u>Note:</u> Contractor is required to submit proof of current California 'A' General Engineering license with bid.

#### B. EQUIPMENT REQUIREMENTS

<u>\*\*Contractor's Note:</u> Plumas Corporation adheres to the National Forest Guidelines for the prevention of Noxious Weed introduction. Therefore, all equipment will be high-pressure washed prior to arriving at the project site.

#### **CONSTRUCTION GROUP:**

#### **SUB-ITEM** A and B

<u>2-- Excavator</u> -Cat 320 w/48" or larger bucket, w/thumb, with operator, or equivalent.

# SUB-ITEM C and D

<u>2-- Excavator</u> -Cat 320 zero-tail, w/36" bucket, w/thumb, long carriage, without operator, or equivalent. Operator will be provided by Plumas Corporation.

# SUB-ITEM E and F

# SUB-ITEM G

<u>1-- Track loader</u> - Cat 953, w/ 4-in-1 bucket, standard rippers, without operator. Operator will be provided by Plumas Corporation.

# SUB-ITEM H

3<u>—10-yd dump trucks</u> – w/operators.

# SUB-ITEM I

3<u>—rock dump trucks</u> – w/operators.

# SUB-ITEM J

1<u>-- Water truck</u> – self drafting, minimum 4,000-gallon capacity, at least 100' of 1.5" fire hose/adj. nozzle, w/operator.

<u>Other Equipment</u>: It is expected that other equipment or materials may be necessary on a periodic basis, i.e., trucks, loaders, etc. This equipment will be requested subject to Article III, Sec. C; and Article VI of this contract.

#### C. EQUIPMENT TASKS

# <u>Please Note:</u> Hours given below are best estimates by staff for the purpose of evaluating total project bid price and are not guaranteed.

<u>Excavator/Cat 320(s)</u> - primary responsibility is to excavate pond/plug material. Very limited amounts of material shuttling and vegetation transplanting may be necessary. *Estimated: Total 760 hours.* 

<u>Excavator/Cat 320(s)</u> - primary responsibilities are transplanting vegetation, material excavation and constructing rock structure. Limited amounts of material shuttling. This equipment will be operated by Plumas Corporation project supervisors.

# Estimated: Total 800 hours.

<u>Track loader</u> - primary responsibility is to shuttle stockpiled native materials, fill and vegetation transplants throughout the project area. This equipment will be operated by Plumas Corporation project supervisors. *Estimated: Total 400 hours.* 

<u>Wheel loader(s)</u> - primary responsibility to shuttle fill material from the excavator to fill sites up to 400' distance from the excavator. Some vegetation transplanting may be required. *Estimated: Total 680 hours.* 

<u>Water truck</u> - primary responsibility is vegetation watering, dust abatement, emergency fire water. Operator will need to be on the ground watering vegetation with hose. Operator may be assigned to other labor roles on the project.

Estimated: Total 640 hours.

<u>3 10-yd dump trucks</u> - primary responsibility transporting fill material from borrow sites to fill gullies. *Estimated: Total 240 hours.* 

<u>3 rock dump trucks</u> - primary responsibility is transporting 24"-minus and 12"-minus rock for VGS and riffles construction. *Estimated: Total 180 hours.* 

Estimated: Total 180 hours.

Total Contract price (estimated hours X hourly rate) shall not exceed:

# D. TERM OF CONTRACT

The start work date is expected to be August 11, 2025.

# E. WORK REQUIREMENTS

Work is expected to progress 8 hrs/day, 5 days/week until completed. Plumas Corporation (PC) reserves the right to increase work hours/day requirement subject to Article V. Sec. A of this contract. Contractor must provide modern equipment in excellent operating condition and/or materials to specification. Any questions regarding equipment suitability must be decided prior to bidding. Project Manager's decision is final. Contractor will be required to secure replacement equipment if any equipment is inoperable for two (2) days or longer. Failure to perform these requirements is grounds for contract termination. Contractor will be required to provide all fuel, servicing and repairs to maintain equipment in excellent operating condition. All fueling, servicing and repairs will be done in stockpile areas to prevent accidental petroleum discharge in riparian area. Water quality concerns require that all equipment be free of all operating fluid leaks. <u>Contractor note:</u> It is possible that operator training may be required at the project start. This training may necessitate curtailment or shut down of other equipment operations during the training period. No payment will be granted for equipment not operating. Training will be provided by Plumas Corporation project managers. **Project Manager(s) reserve the right to have Contractor replace a non-performing operator.** 

<u>Servicing and Refueling of Equipment</u>: Contractor will be required to adhere to Best Management Practices as outlined below. **There will be no on-site storage of fuel allowed.** 

**a. Objective:** To prevent pollutants such as fuels, lubricants, bitumens and other harmful materials from being discharged into or near rivers, streams and impoundments, or into natural or man-made channels.

**b. Explanation:** During servicing and refueling of construction equipment, any spilled pollutants can be transported by runoff to surface waters. If the volume of fuel exceeds 660 gallons in a single container, project Spill Prevention, Containment and Counter Measures (SPCC) plans are required. Contaminated upland soils can be a long-term threat to surface and ground water quality. This threat must be managed by disposing of waste material properly, selecting service and refueling areas well away from wet areas and surface water; by using berms around such sites and by utilizing impermeable liners or other techniques to contain spills according to the SPCC plan.

**c. Implementation:** Plumas Corporation Project Managers will approve location(s) for fueling and servicing.

# F. TOUR/BID DATES

An in-person pre-bid meeting is scheduled on site for <u>March 28, 2025 at 10:00 AM</u>, weather permitting. Should the site be inaccessible, a virtual meeting will held at the same date and time; all potential bidders will be notified 3 days prior (March 25<sup>th</sup>) to confirm. **Participation in the field/virtual meeting is required**. *Proposals from bidders not attending the meeting will not be considered*.

# G. CONDITIONAL BIDS

N/A

- H. This contract is for construction work funded through the Wildlife Conservation Board via a Block Grant with Point Blue Conservation Science (Point Blue), who awarded Plumas Corporation funding for construction. Contractor must be prepared to carry expenses through the time required for Point Blue reimbursement to Plumas Corporation, including all applicable interest charges. It is expected that payment can be made within 90 days of invoice(s) submittal. All efforts will be made by Plumas Corporation to expedite payment; however, no interest will be paid on overdue payments. CONTRACTOR NOTE: This is a State Prevailing Wage Rate contract for hours and prevailing wage rates.
- I. Assignment Without written consent of Plumas Corporation and Point Blue, this Agreement <u>is not</u> assignable by the

contractor in whole or in part.

#### II. GENERAL CONDITIONS

#### A. INDEPENDENT CONTRACTOR

In assuming and performing the obligations of this Contract, Contractor is an independent business and shall not be eligible for any benefits which Plumas Corporation may provide its employees, except as expressly provided for in this Contract. Contractor, and the officers, agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and shall not be construed as officers, employees or agents of Sierra Pacific Industries, Point Blue Conservation Science, Wildlife Conservation Board or Plumas Corporation.

#### B. DELEGATION OF CONTRACTOR'S DUTIES

Unless otherwise expressly agreed by Plumas Corporation, Contractor shall remain responsible for the quality and timeliness of performance, notwithstanding any delegation of the Consultant's duties under this contract.

# C. CONFLICT OF INTEREST/BUSINESS ETHICS

- 1. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Plumas Corporation's interest.
- 2. During the term of this Contract, Contractor will not accept any employment or engage in any work, which creates a conflict of interest with Plumas Corporation or in any way compromises the Work to be performed under this Contract.
- 3. Contractor or its employees shall not offer substantial gifts, entertainment, payments, loans or other consideration to Plumas Corporation's employees, their families, vendors, subcontractors and other third parties for the purpose of influencing such persons to act contrary to Plumas Corporation's interest.
- 4. All financial statements, reports, billings, and other documents rendered shall properly reflect the facts about all activities and transactions handled for the account of Plumas Corporation.
- 5. Contractor shall immediately notify Plumas Corporation of any and all violations of this clause upon becoming aware of such violation.
- 6. The Contractor and any subcontractors shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.

# D. WARRANTY/STANDARD OF PROFESSIONALISM

Contractor warrants to Plumas Corporation that the work under this Contract shall be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices and in conformance with generally accepted professional standards prevailing at the time the work is performed so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Contract and related specifications.

# E. INDEMNIFICATION

Contractor shall indemnify Plumas Corporation, its officers, agents, and employees against all loss, damage, expense, and liability resulting from injury to or death of person including, but not limited to, employees of Plumas Corporation or Consultant or injury to property including, but not limited to, damage to property of Plumas Corporation or Consultant arising out of or in any way connected with consultant's actions in performance of this Contract.

Contractor agrees to indemnify, defend and hold harmless the WCB and their officers, agents and employees from any and all claims and losses accruing or resulting to any or all grantors, subcontractors material persons, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Contract.

# G. CONFIDENTIALITY

In the course of performing the services under this Contract, Contractor may have access to confidential, commercial, or personal information concerning, but not limited to, technological, rate-making, legislative, and personnel matters and practices of Plumas Corporation, its subsidiaries, affiliates, or members of the public. Contractor agrees not to disclose any such information without the prior written approval of Plumas Corporation.

# H. CONSULTANT'S USE OF PLUMAS CORPORATION PROPERTY

All records, reports, computer programs, written procedures, and similar materials, documents, or data in whatever form provided by Plumas Corporation for Contractor's use in performance of services under this Contract shall remain the confidential property of Plumas Corporation and shall be returned to Plumas Corporation immediately upon completion of Contractor's use or upon written request by Plumas Corporation.

# I. CANCELLATION

Plumas Corporation or Contractor may cancel this Contract for any reason upon 30 days written notice. Plumas Corporation may cancel this Contract upon 48 hours written notice if Contractor for any reason whatsoever fails, refuses, or is unable to perform the work in accordance with this Contract. In the event of cancellation, Plumas Corporation will pay Contractor for services satisfactorily performed prior to the effective date of cancellation. Any reports, drawings, or other documents prepared for Plumas Corporation prior to the effective date of such cancellation shall be delivered to Plumas Corporation by Contractor. Contractor shall not enter into any agreements, commitments, or subcontracts which would incur significant cancellation costs without prior written approval of Plumas Corporation. Such written approval is a condition precedent to the payment of any cancellation charges by Plumas Corporation.

# J. AVAILABILITY OF INFORMATION

Plumas Corporation's duly authorized representatives shall have, during the term of the Contract and for three (3) years thereafter, access at all reasonable times to all of Contractor's and its subcontractors' personnel, accounts and records of all description, including but not limited to computer files, pertaining to the Contract to verify or review the quantity, quality, work program and progress of the work, reimbursable costs, amounts claimed by Contractor, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes.

This provision shall apply to all contracts except those performed solely on a lump-sum basis. However, where lump-sum and time and materials work (unit price, reimbursable cost, fixed rates, etc.) are performed together, either as a part of this Contract or as separate contracts, then the above audit privilege shall also extend to Plumas Corporation access to all Contractor's records pertaining to all contracts including the lump-sum for assurance that the portions of the work performed on a time and materials basis are not being charged with time, material or other units or cost which are intended to be covered by lump-sum or fixed rates, etc. provided herein, supplement hereto or in such other agreements.

Contractor's and its subcontractors' accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to the Contract and the basis for charges or allocations to the Contract.

Contractor and its subcontractors shall preserve all such accounts and records for a period of three (3) years after the term of the Contract. Plumas Corporation's duly authorized representatives shall have the right to reproduce any such accounts and records.

# K. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the work called for in this Contract. State contract law requires that the contractor provide proof of valid contractor license number for the class of work involved: License #\_\_\_\_\_\_Licensee Name

#### L. COMPLIANCE WITH TAX REFORM ACT OF 1986

Contractor represents and warrants that it will withhold all taxes, if any, which are required to be withheld under applicable law with respect to payments to persons hired by Contractor who perform services for Plumas Corporation. Contractor shall indemnify and hold Plumas Corporation harmless, on an after-tax basis, for any liability incurred by Plumas Corporation as a result of contractor's failure to institute any such required withholding.

#### M. CHOICE OF LAWS

This Contract shall be construed and interpreted in accordance with the laws of the State of California excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

#### N. NONWAIVER

The waiver by either party of any breach of any term, covenant, or condition contained in this Contract or any default in the performance of any obligations under this Contract shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

# O. ENFORCEABILITY

In the event that any of the provisions or the application of any of the provisions of this Contract are held to be illegal or invalid by a court of competent jurisdiction, Plumas Corporation and Contractor shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions or the application of any of the provisions of this Contract shall not affect the legality or enforceability of the remaining provisions of the Contract.

#### P. INCIDENTAL AND CONSEQUENTIAL DAMAGES

Plumas Corporation shall not be liable for incidental or consequential damages including, but not limited to, loss of profits, commitments to subcontractors, rental or lease agreement(s), and personal services contracts unless expressly authorized in writing by Plumas Corporation.

#### Q. PRIOR WORK

Services performed by Contractor pursuant to Plumas Corporation's authorization, but before the execution of this Contract, shall be considered as having been performed subject to the provisions of this Contract.

#### R. FEDERAL EQUAL OPPORTUNITY REGULATIONS

During the performance of this Contract and to the extent that Federal Equal Opportunity regulations may be applicable to this Contract, the Contractor agrees to comply with all provisions of those orders and regulations included by summary or reference in the following paragraphs:

#### *Equal Opportunity Agreement Executive Order No. 11246, 3 CFR 339 (1965)*

(Contracts exceeding \$10,000) Provides that Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin and further that Contractor shall take affirmative action to ensure that applicant and employees are treated without regard to their race, color, religion, sex, or national origin.

#### *Certification of Nonsegregated Facilities 41 CFR 60-1.8*

(Contracts exceeding \$10,000) Contractor will not maintain or provide segregated facilities for its employees and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

#### *Listing of Employment Openings*

#### Executive Order No. 11701

(Contracts of \$2,500) Contractor will list employment openings with the Employment Development Department in accordance with the Veterans Employment and Readjustment Act of 1972 and Executive Order 11701. The contract clause, set forth at 41 CFR 50-250.2 is incorporated herein by reference.

*Employment of the Handicapped Rehabilitation Act of 1973, 41 CFR 60-741.4* 

(Contracts exceeding \$2,500) The affirmative action clause and the regulations contained in 41 CFR 60-741.4 are incorporated by reference in this Contract.

# Filing EEO-1 Forms and Preparing Affirmative Action Plan Executive Order 11246

(Contracts of \$50,000 or more) If the value of this Contract is \$50,000 or more and Contractor has 50 or more employees, Contractor agrees to file appropriate EEO-1 forms in accordance with existing regulations and maintain a current written affirmative action compliance program at each establishment at which Contractor has 50 or more employees.

#### S. FORCE MAJEURE

Neither Plumas Corporation nor Contractor shall be considered in default in the performance of its obligations under this Contract, except obligations to make payments hereunder, for work previously performed to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party. In the event either party claims that performance of its obligations was prevented or delayed by any such cause, that party shall promptly notify the other parties of that fact and of the circumstances preventing or delaying performance. Such party so claiming a cause-delayed performance shall endeavor, to the extent reasonable, to remove the obstacles which preclude performance.

# T. INTEGRATION

This Contract contains the entire agreement and understanding between the parties as to the subject matter of the Contract. It merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between Contractor and Plumas Corporation, whether oral or written, and has been induced by no representations, statements, or agreements other than those expressed herein. Neither Contractor nor Plumas Corporation shall be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of this Contract.

# U. SAFETY PRECAUTIONS AND PROTECTION OF PROPERTY

Contractor shall plan and conduct the work to safeguard persons and property from injury. Contractor shall direct performance of work in compliance with reasonable safety and work practices and applicable federal, state, and local laws, rules, and regulations including, but not limited to, *Occupational Safety and Health Standards*. Neither the issuance of special instructions by Plumas Corporation nor the adherence thereto by Contractor shall relieve Contractor of the sole responsibility to maintain safe and efficient working conditions.

# III. INSURANCE REQUIREMENTS

Contractor will be required to have on file with Plumas Corporation, a Certificate of Liability Insurance (minimum of \$2,000,000) and Workers Compensation Insurance prior to start of operation. If Contractor hires subcontractor(s), the subcontractor(s) shall comply with the above requirements.

# IV. BILLING REQUIREMENTS

#### A. INVOICES

Contractor shall submit an invoice to Plumas Corporation for compensation earned and reimbursable expenses incurred. Each invoice shall be broken down by Contract tasks, and included for each task shall be the following information:

- Sub-item description
- Cost per item this period
- Total cost incurred to date

Final invoice shall be marked *Final*.

## B. INVOICE SUBMITTAL

Contractor shall send invoices for each payment when due to:

Plumas Corporation P. O. Box 3880 Quincy, California 95971 ATTN: Kara Rockett

# C. PAYMENT

As full consideration for performance of the Scope of Work, Plumas Corporation will pay Contractor on a time and expense basis, in accordance with scope of work and deliverables outlined in this Contract. This Contract amount shall be inclusive of all taxes incurred.

#### D. TERMS OF PAYMENT

Payment will be by itemized invoice submitted on two (2) week intervals. All payments will be made, subject to Plumas Corporation approval, within seven (7) days after receipt of reimbursement from the Point Blue Conservation Science (PB).

# E. SUBCONTRACTS

Contractor shall include the billing requirements of this Article V in all its contracts with subcontractors. Billing and audit provisions of all Contractor's subcontracts over \$100,000, shall be reviewed and approved in writing by Plumas Corporation for compliance with the Availability of Information provision, Article III.N, and this Article V prior to Contractor's execution of the subcontract. For subcontracts over \$50,000 and less than \$100,000, Contractor shall provide to Plumas Corporation a copy of the executed subcontract within ten days of its full execution. Nothing in this Contract shall create any contractual relations between a subcontractor and Plumas Corporation. Contractors are responsible for all subcontracted work. Subcontracts must include all applicable terms and conditions as presented herein. The Contractor must obtain at least three (3) competitive bids for all subcontracted work; or comply with the provisions of Government Code section 4525 et seq. as applicable; or obtain State approval for non-compliance with these requirements.

# V. AMENDMENTS

# A. CHANGE IN WORK

Plumas Corporation reserves the right to make such changes in work, specifications, or level of effort as may be necessary or desirable, and any difference in contract price resulting from such changes shall be agreed upon in writing by Plumas Corporation before the work is begun.

# B. ADDITIONAL WORK

Before proceeding with any work involving possible claims for extra compensation not specified in the Contract, Contractor shall submit in writing to Plumas Corporation a detailed estimate for the cost for such work. Contractor shall provide Plumas Corporation with a detailed breakdown and estimated cost of anticipated contract work including extensions and change orders as follows:

- Description of work to be performed including detailed breakdown by identifiable tasks.
- Estimated cost of each task.

- Expected date of completion of each task.

Contractor shall not proceed with any such additional work prior to receiving written authorization of Change Order issued to Contractor by Plumas Corporation.

# C. AUTHORIZATION

No modification or change to this Contract that is beyond the Scope of Work described herein shall be binding or effective unless expressly set forth in writing and signed by Plumas Corporation's Executive Director. Plumas Corporation's Staff is not authorized to make modifications or changes to this Contract that are beyond the Scope of Work agreed upon. The modification or change is not effective until Plumas Corporation provides written approval. Contractor agrees that all costs for any such modification or change that is performed by Contractor without prior written approval shall be at Contractor's sole risk and expense.

# VI. EXECUTION

**Plumas Corporation** 

Contractor

Gia Martynn, Executive Director

Owner

Date

Date

Bid Sheet			Solicitation Date: March 14, 2025 Bid Due Date: April 11, 2025	
Contractor:			Contracting Agency:	
			Plumas Corporation	
			P.O. Box 3880	
			Quincy, CA 95971	
Contractor/ Date:			Contracting Officer: Date:	
		Gia Martynn		
Agent Name: Contractor Signature:			Contracting Officer Signature:	
McKenzie Meadows Restoration Project				
Contract # 25-01-				
Sub Item A: Cat 320 Excavator	400	Hrs.		
	000			
Sub Item B: Cat 320 Excavator	360	Hrs.		
Sub Item C: Cat 320 Excavator w/ PC operato	400	Hrs.		
Sub Item D: Cat 320 Excavator w/ PC operato	400	Hrs.		
Sub Item E: Cat 950 Wheel loader	400	Hrs.		
Sub Item F: Cat 950 Wheel loader	280	Hrs.		
Sub Item G: Cat Track loader	400	Hrs.		
Sub Item H: (3) - dump trucks (10 yd)	240	Hrs.		
Sub Item I: (3) - rock dump trucks	180	Hrs.		
Sub Item J: Water truck	400	Hrs.		



