

SMITH RIVER ALLIANCE

Request For Qualifications

For

ELK CREEK FISH PASSAGE AND SEDIMENT REDUCTION PROJECT

Issued: 12/12/2024

SOQ Deadline: January 8, 2025 at 5:00 p.m.

to

**Smith River Alliance
145 Cable Lane
Crescent City, CA 95531**

Attn: Jeff Powers, Project Manager

SMITH RIVER ALLIANCE REQUEST FOR QUALIFICATIONS

The Smith River Alliance (“**SRA**”) requests a statements of qualifications (“**SOQ**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for engineering construction management and oversight services for its Elk Creek Fish Passage And Sediment Reduction Project (“**Project**”).

1. THE SMITH RIVER ALLIANCE

SRA is a 501(c)(3) nonprofit based out of Del Norte County, California. Founded in 1980, its mission is to provide for the long-term protection, restoration, and stewardship of natural resources in the Smith River watershed. SRA works with local communities, conservation groups and government agencies to protect the spectacular forests, rivers and wildlife of the greater Smith River ecosystem in Northern California. Additional information about SRA is available on its website at: <https://smithriveralliance.org/>.

2. THE SERVICES

A. Summary. SRA requires the services of a licensed engineering design professional to ensure performance of the project is in compliance with the Plans and Specifications, to review of project submittals, inspect and oversee the project, evaluate test and inspection results, and participate in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings (“**Services**”) for culvert replacements off Elk Valley Road . The **Project** will upgrade undersized culverts to crossings that are sized appropriately to have the capacity to withstand 100-year floods, and have natural channel bottoms that mimic stream conditions for migrating fish. The project addresses eight fish passage barriers and will cumulatively restore fish passage to 6.5 miles of habitat upstream of these barriers. The project is located on a private road off of Elk Valley Road in Crescent City, CA.

B. Form of Agreement. A copy of SRA’s standard Professional Services Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting a SOQ, the Respondent agrees to enter into the Agreement, subject to mutual agreement as to compensation, using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached as **Exhibit A** to the Agreement. By submitting a SOQ, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services. Subject to mutual

agreement as to compensation, the Respondent further agrees to provide those Services if it is awarded the Agreement.

3. REQUEST FOR QUALIFICATION PROCEDURES

A. Requests for Information. Questions or objections relating to the RFQ, the attachments hereto, the RFQ procedures, or the required Services may only be submitted via email to Jeff Powers at jeff@smithriveralliance.org by 5:00 p.m., December 30, 2024 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. SRA will not be bound by the oral representations of any SRA officials, employees, or representatives.

B. Submittal Instructions. SOQs must be **received** by SRA by or before January 8, 2025 at 5:00 p.m. (“**SOQ Deadline**”). The SOQ must be submitted as a PDF sent via email to Jeff Powers, Project Manager at jeff@smithriveralliance.org with the following information in the subject line for the email: “SOQ for Upper Elk Creek Engineering Services.” Late submissions will be disregarded.

D. Planned RFQ Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the SOQ Deadline, and may be amended by addenda to this RFQ.

ACTIVITY	PLANNED DATES/TIME
RFQ Issued	12/12/24
Request for Information Deadline	12/30/24
Pre-Submittal Meeting	1/3/25
SOQ Deadline	1/8/25
Interviews (if requested by SRA)	1/15/25
Notice of Selection	1/27/25
Approval and Award	2/3/25
Commence Services	2/10/25

E. Addenda. SRA reserves the right to issue addenda to modify the terms and conditions of this RFQ, including modifications to the SOQ Deadline or to the Attachments to this RFQ. Addenda will be posted on SRA’s website at <https://smithriveralliance.org/bids/>. Each Respondent is solely responsible for checking SRA’s website for addenda, and for reviewing any and all addenda before submitting its SOQ.

4. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. Each SOQ must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the SOQ. SOQs should not exceed 10 one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, etc.);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by SRA; and
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFQ.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services, including license(s), specialized training, and the like.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFQ, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, license(s), and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Proposed Approach. Briefly describe Respondent’s proposed approach to providing the Services and how that approach will offer value to SRA.

5. EVALUATION

The factors that SRA will consider in evaluating SOQs are as follows:

- General qualifications 1-5 points
- Relevant experience 1-15 points
- References 1-5 points
- Proposed staffing 1-5 points
- Proposed approach 1-10 points

Each SOQ will be scored for each criteria in relation to the other SOQs and with reference to the Services. For example, the SOQ that demonstrates the strongest general qualifications for performing the Services will receive the highest points in that category, not to exceed the total points allocable for general qualifications.

6. SELECTION, NEGOTIATION AND AWARD

A. Review. SOQs will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above, considered with reference to the specific Services required. When the evaluation is complete, the SOQs will be ranked based on total scores to identify the Respondent that is best qualified to provide the Services. Acting in its sole discretion, SRA may elect to conduct interviews with the highest-scoring Respondents, and to adjust the final ranking based on those interviews.

B. Negotiation. SRA will invite the top-ranked Respondent to propose compensation terms for the Agreement with respect to Section 4 and Exhibit B of the Agreement. If the parties are unable to reach agreement on compensation that SRA believes is fair and reasonable for the Services, SRA may terminate further negotiations with the top-ranked Respondent and invite the second ranked Respondent to propose compensation terms for the Agreement. If the parties are unable to reach agreement on compensation that SRA believes is fair and reasonable for the Services, SRA may terminate further negotiations with the second ranked Respondent and invite the third ranked Respondent to propose compensation terms for the Agreement, continuing down the list of qualified Respondents until compensation terms have been mutually agreed upon.

C. Award. Subject to the disclaimers and reservations of rights set forth below, and subject to mutual agreement as to compensation as set forth above, SRA will award the Agreement to the Respondent it has determined is best qualified to provide the Services.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each SOQ becomes the sole property of SRA and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its SOQ. SRA reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Services at any time, or to decline to award the Agreement to any of the Respondents. SRA reserves the right to waive any immaterial irregularities in a SOQ or submission of a SOQ. SRA reserves the right to reject any SOQ that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to SRA any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFQ. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. SRA employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any Respondent.

Attachments:

Attachment A –Professional Services Agreement

Attachment B - Scope of Services

Attachment A – Form of Agreement

PROFESSIONAL SERVICES AGREEMENT
ELK CREEK FISH PASSAGE AND SEDIMENT REDUCTION PROJECT

This Agreement is entered into as of February _____, 2025 by and between <Insert Contractor Name>, ("Contractor"), and **SMITH RIVER ALLIANCE**, a California nonprofit corporation ("SRA").

WHEREAS, SRA is a nonprofit, charitable organization which obtains the resources to carry out its land conservation and environmental education purposes from various sources, among which are foundation grants, government funds, and individual contributions and professional services agreements; and

WHEREAS, SRA has obtained engineering designs and permits to upgrade eight undersized culverts to crossings that are sized appropriately with the capacity to withstand 100-year floods and have natural channel bottoms that mimic stream conditions for migrating fish. that will cumulatively restore fish passage to 6.5 miles of habitat upstream of these barriers and

WHEREAS, the project is located on a private road off of Elk Valley Road in Crescent City, CA.; and

WHEREAS, The National Fish and Wildlife Foundation (NFWF) will provide grant funds to support performance of the project in compliance with the Plans and Specifications, review project submittals, and inspect and oversee the project and

WHEREAS, Contractor is qualified and appropriately licensed to perform the work needed to complete project deliverables and has sufficient staff capacity to complete deliverables in a timely manner; and

WHEREAS, SRA intends to compensate Contractor for professional services delivered by Contractor, and

NOW THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein and other good and sufficient consideration the receipt of which is hereby acknowledged, Contractor and SRA hereby agree as follows:

1. **Services to be performed and products to be created.** SRA engages Contractor to perform services described in "Exhibit A" Scope of Work.
2. **Term of Contract.** This contract ("Contract") shall begin on <Insert Date>("Commencement Date") and shall remain in effect until <Insert Date> ("Termination Date"), unless terminated

earlier as provided in this Contract. Any extension beyond the Termination Date must be in writing and signed by SRA. This contract shall be completed and final invoice submitted no later than <Insert Date>.

- 3. Terms of payment.** For all services described in this Agreement (described in Exhibit A), SRA shall pay Contractor a total not to exceed amount of <Insert Number Amount> <(Insert Text of Number Amount)> during the contract period.

Contractor shall submit invoices quarterly to SRA. Invoices will show hourly rate and number of hours worked. The form of the invoice shall include dates of service, identify services provided and be on letterhead.

Invoice Documentation: Each invoice for payment must be accompanied by a Progress Report or a written description, not to exceed two pages in length, of Contractor's performance under this Agreement since the time the previous such report was prepared. The Progress Report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. The Final Invoice must include a budget summary of all cost share expenditures by fund source, as applicable.

Travel and Per Diem (if applicable): SRA agrees to pay travel and per diem under this Agreement when documented by appropriate receipts. The reimbursement rates shall not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDFW.

- 4. Performance of Work.** The Contractor shall perform all work required under this Contract in accordance with the highest standards of the Contractor's profession or craft and to the satisfaction of SRA. The Contractor shall perform all work in accordance with all laws and regulations. Payments under this Contract are conditioned on SRA acceptance of the work product for which payment is requested and satisfaction of other terms and conditions of payment as required herein.
- 5. Proposed Schedule.** <Describe Proposed Schedule>.
- 6. Independent Contractor.** The parties intend that an independent contractor-client relationship will be created by this Contract. The conduct and control of the work will lie solely within the purview of Contractor and Contractor shall determine the means, methods and manner of performance under this Contract. Contractor is not to be considered an agent or employee of SRA for any purpose, and no joint venture or principal-agent relationship exists. If appropriate, the SRA will report all fees paid to Contractor to the IRS on Form 1099. Neither the SRA nor Contractor shall have any right, power or authority to create any obligation, expressed or implied on behalf of the other. Contractor shall pay as and when due all taxes incurred as a result of Contractor's or its employees' compensation

hereunder, including estimated taxes, and shall provide the SRA with evidence of such payments if requested by the SRA.

Contractor retains the sole right to control or direct the manner in which services described herein are to be performed, subject to the foregoing: SRA as designated and appropriate retain the right to inspect, stop work, prescribe alterations, and generally oversee the work to ensure its conformity with that specified herein.

Contractor declares that Contractor is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the business tasks to be performed.

7. **Employment costs.** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Contractor. No worker's compensation insurance has been or will be obtained by SRA on account of Contractor or employees of Contractor.
8. **Warrant, indemnify and hold harmless.** Contractor warrants and represents that it has every legal right to enter into the Agreement and to perform in accordance with its terms. Contractor will indemnify and hold SRA harmless from any claim or liability of any nature whatsoever caused by willful or negligent act or omission of the Contractor.
9. **Work Products.** All material, data, information, and written, graphic or other work produced under this agreement is subject to the unqualified and unconditional right of SRA to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so.
10. **Data Management.** Contractor will work with SRA to ensure that all data collection activities conducted by the Contractor under this agreement use peer-approved methods, undergo a quality control and accuracy assessment process, include metadata that meet The National Oceanic and Atmospheric Administration (NOAA) Data Management Handbook, include documentation of the methods and quality assessments utilized, and are properly stored and protected until the Project has been completed and data have been delivered under this agreement.

All data and associated metadata collected by or created under this Agreement are a required deliverable of this Agreement. Contractor will work with SRA to ensure data is delivered in a format consistent with the Data Management requirements of [NOAA's Data Management Handbook](#).

11. **RIGHTS IN DATA.** Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If

any such work is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

12. **Nondiscrimination.** During the performance of this agreement, Contractor and its subcontractors and/or employees shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940). Contractor and its agents also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). Contractor and its agents shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts. Pursuant to Government Code section 12990, the Contractor and its agents shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference. Contractor and its agents shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

13. **Record-keeping.** The Contractor shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The Contractor shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

SRA may review, obtain, and copy all records relating to performance of this agreement. The Consultant shall retain the required records for a minimum of three years following final disbursement by the SRA. Contracts involving the expenditure of public funds greater than \$10,000, entered into by any state, local, or public entity, are subject to an audit by the California State Auditor's Office. The records shall be subject to examination and audit by the California State Auditor's Office for a period of three years after final contract payment per California Government Code, Section 8546.7.

- 14. **Liability Insurance** - Throughout the term of this agreement, the Contractor acknowledges that it will maintain insurance it deems appropriate, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Contractor or its agents, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement.

- 15. **California Business and Professions Code Compliance.** Contractor acknowledges that the services of appropriately licensed professionals comply with the applicable requirements of the California Business and Professions Code, including but not limited to section 6700 et seq. (Professional Engineers Act) and section 7800 et seq. (Geologists and Geophysicists Act).

- 16. **Termination.** Either party may terminate this Contract at any time upon two weeks written notice. Should this occur, payment for work satisfactorily completed and delivered will be adjusted accordingly.

If termination of the project is initiated by the State of California prior to the completion of the project, the Contractor shall take all reasonable measures to prevent further costs to SRA, and SRA shall be responsible for any reasonable and non-cancellable obligations incurred by the Contractor in the performance of this agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this agreement.

In the event that the California Budget Act does not provide sufficient appropriations to allow the State of California to fund the Project at the level specified in Section 3 of this Agreement –SRA reserves the right to cancel or amend this Agreement to reflect a reduction in available funds, as an alternative to termination.

Agreed to this ____ day of <Month, Year>, at Crescent City, State of California

Patty McCleary	<Contractor Name>
Co-Executive Director, Smith River Alliance	<Company Name>
145 Cable Lane	<Address>
Crescent City, CA 95531 (Tel.) 916-	<Address>
799-9352	<Phone>

SIGNATURE

SIGNATURE

DATE

DATE

**Exhibit A
Scope of Services**

<Insert Overview of Responsibilities>

Task 1 – <Insert Task Name>

<Describe Task>

Task 1 Deliverables

✓ <insert deliverables>

<Insert additional Tasks as needed>

TASK	Completion Date	Estimated Fee
Task 1 - <Insert Task Name>	<Insert Date>	<Insert Fee>
TOTAL		

Attachment B – Scope of Services

Provide Engineering services to support the upgrade for two private road culverts off of Elk Valley Road in Crescent City, CA. A more detailed description of the two crossings and the services are described below and Final Approved Plan Set Drawings can be found on our website at smithriveralliance.org/bids.

Project Overview:

Upper Elk Creek, Crossing #2: The existing undersized culvert will be replaced with a 16-foot x 30-foot prefabricated bridge (e.g., Kern Construction prefab bridge or equivalent), stabilization mats and rock slope protection (RSP) to support and protect bridge abutments. The designs include a natural channel under the bridge, more than two feet of freeboard below the low chord of the bridge during a 100-year flow event, and substantially reduced flow velocities compared to existing conditions. Riparian plants will be installed at select areas impacted by construction and/or devoid of vegetation and livestock exclusion fencing will be constructed along the stream corridor in the crossing vicinity.

Upper Elk Creek, Crossing #3: Replace the existing undersized culvert with a 9-foot diameter aluminized corrugated metal pipe (CMP) culvert, buried 30-40% below the target channel grade, and backfilled with engineered streambed material (ESM) and coarse bankline rocks that will form a roughened channel. The designs include restoring and stabilizing the actively eroding banks to a natural stream channel. Native riparian plants will be installed at select areas impacted by construction and/or devoid of vegetation and livestock exclusion fencing will be constructed that ties into existing fence lines.

Task 1 - Project Management: Contractor will be responsible for preparing invoices in accordance with the requirements outlined in Attachment A.

Task 2 - Implementation Prep and Contractor Selection

Contractor will support the selection of a construction contractor by preparing technical specifications and providing plan updates as needed, attending the bid walk, and reviewing contractor qualifications.

Task 3 – Implementation

Contractor will be onsite approximately 50% of the time to oversee critical culvert replacement design elements (e.g., tree removal, large wood and rock structures, stream simulation channel construction, crossing removal/replacement). The engineering contractor will use a robotic total station and/or RTK GPS to confirm critical design specifications (e.g. elevations, slopes, alignments) during construction activities as needed, will respond to Requests for Information provided by the construction contractor, will review submittals for conformance with the engineering designs and technical specifications, and will prepare daily field logs when on-site. Field logs will document any material review, inspections, and design changes discussed in the field.

✓ Task 3 Deliverables: Field logs

Task 4 – Monitoring and Evaluation

Contractor will submit a project letter of record and as-built designs after construction is completed.

✓ Task 4 Deliverables: As-built designs (PDF format), Project letter of record (PDF format).