

TRUCKEE RIVER WATERSHED COUNCIL

PO Box 8568
Truckee, CA 96162
530-550-8760
www.truckeeriverwc.org

July 6, 2020

REQUEST FOR PROPOSAL

DONNER CREEK CONFLUENCE RESTORATION PROJECT DESIGN

Consulting services to encompass all labor, materials, equipment, facilities, and incidentals required to:

- Design a floodplain restoration and recreational river access project at the confluence of Donner Creek and the Truckee River.

The consulting firm shall have demonstrated experience in riverine and floodplain restoration, hydrologic analysis, and recreational design.

1. PROPOSAL DEADLINE

Proposals must be received electronically (.pdf format) by 5:00 PM on Friday, August 3, 2020.

2. PROPOSAL SUBMISSION

Please submit proposals electronically to eswain@truckeeriverwc.org.

3. REQUESTS FOR ADDITIONAL INFORMATION

Please direct all questions to Eben Swain at TRWC, eswain@truckeeriverwc.org (530) 550-8760 x7# by July 20, 2020 at 5pm. Responses to these inquiries shall be posted to www.truckeeriverwc.org in the "news" section. Proponents are encouraged to check that location frequently for updates.

4. PROJECTED TIMETABLE

Proposed project schedule is as follows:

Activity	Completion date
Proposal deadline	8/3/2020
Interviews with select applicants	8/10-8/14/20
Scope of work and contract	8/18/2020
Project launch meeting	8/25/2020
Site survey	9/15/2020
60% Plans and specifications	10/30/2020
100% Plans specifications	12/15/2020
Quarterly progress reports and invoices	March 25, June 25, Sept 25, and Dec 15

5. INTRODUCTION AND BACKGROUND

Project Overview

The Middle Truckee River (i.e. Lake Tahoe to Nevada/California state line) watershed has a 150-year history of poorly implemented land use practices that affect watershed function and water quality. These include grazing, water diversions and dams, logging, lumber mills, the intercontinental railroad, and gravel mining. Coupled with increasing urbanization in the 1900s, one of the lasting impacts of these land uses has been the loss or modification of floodplain to the Truckee River.

These effects are particularly notable within the Town of Truckee corridor. In this area, the Truckee River was a focal point of development in the region and historical urban-land uses were concentrated along the river. As a result, much of the historical floodplain and sections of the channel were subject to alteration or fill.

The confluence of Donner Creek and the Truckee River is one such location. Here the left-bank bar and floodplain deposits associated with the mouth of Donner Creek were channelized in the early 1900s. The site is further restricted by a historical railroad crossings and the current West River Street bridge. The confluence site experiences vehicle use, which has generated bare spots, reduced riparian regeneration, compacted soils, and allowed unmitigated stormwater pollution to the Truckee River.

In addition to these environmental considerations, there is a dearth of recreational river access opportunities in the Town of Truckee corridor. Increased public access is a priority for the TRWC and the Town of Truckee. This is based on the understanding that there is a need for balance of environmental restoration and preservation as well as public access and recreation. Moreover that sustainable and managed river access may improve water quality and habitat values by reducing "social" or unauthorized use areas elsewhere.

The goals of the Donner Creek Confluence Restoration project are to 1) restore floodplain function and habitat at the Donner Creek confluence site; 2) provide sustainable and managed river access and recreation at the site; and 3) provide passive treatment of stormwater runoff occurring at the site. This current request for proposals covers restoration and recreation design services on the Town of Truckee-owned parcel at the confluence.

Note: The Town of Truckee is currently planning Phase 4 of the Truckee River Legacy Trail. The scope of that project includes work on the same parcel included in this RFP as well as adjacent properties. The location of that work and boundaries for the work included in this RFP is in Attachment A. The restoration or enhancement of the floodplain included in this RFP may be used as environmental mitigation for the permitting of the Legacy Trail project. The Town of Truckee and/or their consultants will handle any arrangements for that mitigation independent of this contract.

Existing Studies and Previous Work

[Truckee River Corridor Access Plan. 2006. Prepared for Placer County Planning Department by EDAW.](#)

[Downtown River Revitalization Strategy. 2005. Town of Truckee.](#)

River Revitalization Assessment. 2018. Prepared for the Truckee River Watershed Council by Balance Hydrologics, Inc. (specific references on Page 196-197).

Town of Truckee. Draft Truckee River Legacy Trail River Access Exhibit (aka 10% recreational access plans) for Donner Creek Confluence Site. (Attachment A)

Town of Truckee. 100 Year Floodplain Delineation.

Town of Truckee. Delineation of Sierra Nevada yellow-legged frog suitable habitat.

The U.S. Geologic Survey operates stream gages on the Truckee River upstream of the Town of Truckee (Gage #10338000), downstream of Martis Creek confluence (Gage#10339410), and at the Boca Bridge (Gage #10344505).

The Town of Truckee has mapping data for stormwater infrastructure.

Various vegetation, soils, transportation, and recreation mapping datasets are available from the U.S. Forest Service Region 5 GIS Clearinghouse. LIDAR data are also available from USFS.

6. WORK TO BE COMPLETED

Proposed Project: Design of Donner Creek Restoration

Task 1: Project launch meeting

At onset of the project, a meeting will be held with TRWC and the Town of Truckee to discuss the scope of work, schedule, and constraints and expectations for the designs.

Task 2: Data review and collection

Consultant will review existing data and collect additional site-specific data to complete project design.

Task 3: Site survey

Consultant will complete a property line survey for the Town-owned parcel (APN: 018-660-042). Property corners shall be marked to the extent possible, recognizing that one or two corners may be in the channel of the Truckee River. Property line survey data will be submitted to TRWC and incorporated into the 60% and 100% designs.

Task 4: 60% plans and specifications

Develop 60% drawings and specifications for the Donner Creek Confluence Restoration Project. The plans will include, but are not limited to, major project features, access routes, stockpile and staging areas. TRWC expects that the floodplain restoration will not consist of significant grading activities. At a minimum, major project features shall include a six-foot wide native soil

trail from West River Street, restoration and floodplain elements, picnic table or benches, and fencing and signage.

Estimates of cut and fill quantities and areas of disturbance by habitat type will be provided at this design level.

60% designs will be submitted to the TRWC for review and comment.

Task 5: 100% plans and specifications

Develop 100% drawings and specifications for the Donner Creek Confluence Restoration Project. The final restoration design will include the final technical specifications for project construction, revegetation plan, and detailed itemized cost estimate. Final design plans must be stamped by a California Registered Civil Engineer and will be of sufficient detail for project construction.

Final estimates of cut and fill quantities and areas of disturbance by habitat type will be provided at this design level.

Task 6: Project management, coordination, and reporting

Consultant will coordinate with TRWC staff regarding the status of the project, as well as design issues. Consultant will produce quarterly invoices and progress reports and submit to TRWC by the 25th of the last month of the calendar quarter (with the exception of December, March 25th, June 25th, September 25th, and December 15th). Copies of all survey, data collection and analysis, and design work will be provided to TRWC in electronic form (Word, Excel, or Adobe pdf).

Task 7: (Optional) Removal of Bridge Abutments from Donner Creek

Four concrete bridge abutments from an old West River Street bridge remain in the channel of Donner Creek and on its left and right banks (see Attachment B for photos and dimensions). The project scope may be increased to include the design for their removal and associated channel and bank restoration activities. Include this removal and restoration as an optional task. These designs would be presented in the 60% and 100% submittals.

Donner Creek Confluence Restoration Deliverables

- Project launch meeting
- Property boundary survey data and property corners pinned.
- 60% designs and technical specifications, cut/fill quantities, disturbance estimates by habitat type, and GIS data of project footprint.
- 100% designs including technical specifications and construction costs estimate, stamped by a registered California Civil Engineer
- Progress meetings with TRWC at the 60% and 100% design levels
- Quarterly progress reports and invoices

7. PROPOSAL FORMAT

Detailed work plan

Scope: Define specifically the scope of services to be provided to complete the Donner Creek Confluence Restoration Project design. The consultant may elect to suggest modifications to the scope above. Include estimated time schedule of the major tasks to be accomplished.

Objectives: Identify and discuss briefly the specific objectives you will achieve through the conduct of the services within the project, as defined and specified above.

Detailed work approach: Discuss in detail each of the activities you will conduct to achieve the scope and objectives defined and identified above. Please specifically address work components outlined in the "Work to be completed/ Proposed Projects" section above, and elaborate as needed. Modifications to the components listed in the work statement can be included. Technical merit and details of work proposed will be heavily weighted in proposal evaluation.

There is no page limit, but concise writing and graphics are greatly appreciated.

Background, Qualifications, and References

- List current and previous experience in wetland, stream, and riparian habitat restoration design; list the specific projects which demonstrate this experience.
- List current and previous experience in recreational design, river access and recreation designs are preferred; list the specific projects which demonstrate this experience.
- If you have completed work or submitted proposals to work with TRWC before, please list the most recent project or proposal.
- Include a duty statement and resume of each key person to be assigned to the project, by name and title, with experience in pertinent fields.
- If subcontractors will be used, include a description of those persons or firms including a description of their qualifications.
- Provide a minimum of three references for similar projects, with name and phone number.

Cost Proposal

Cost proposals are not to exceed \$25,000 for Tasks 1-6.

Personnel Costs

Itemize by task to show the following (include subcontractors):

- Name and title
- Estimated hours per staff person, per task
- Rate per hour
- Total cost per task

Support costs: supplies, telephone, postage, etc.

Transportation: Travel expenses directly related to the contract services. Mileage must be charged at the current IRS rate.

Other costs: Show costs and expenses which do not fall within the other categories.

General overhead and administrative charges not allowed.

8. CONTRACT TERMS AND AGREEMENT

Once a contractor is selected, TRWC will negotiate a satisfactory contract and reasonable fee for the services needed. In the event a satisfactory agreement cannot be negotiated with the top ranked qualified firm, the negotiations shall be terminated with the firm and continued with the remaining qualified firms in order of their ranking.

When the contract for the Donner Creek Confluence Restoration Project design is awarded, the following terms will apply.

PROGRESS REPORTS

Contractor to provide quarterly progress reports and meet with TRWC representatives upon reasonable notice to allow TRWC to determine if the contract is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed. All reports will be in Microsoft Word format or Adobe pdf formats. Data shall be provided in Microsoft Excel files as appropriate. All GIS layers will be projected to NAD 83 Zone 10N.

Quarterly invoicing will include detail of task, delineated staff by name, hours, rate, total for period, and remaining amount. Reports will be submitted in Microsoft Word/Excel or Adobe pdf.

TERMS OF PAYMENT

Progress payments for services performed shall be made in arrears upon receipt and approval of contractor's detailed invoices indicating costs and obligations incurred and services rendered to date. Payments will be made quarterly.

Funding for this contract is provided by the Our Truckee River Legacy Foundation. TRWC is a grantee and invoices quarterly (March 31, June 30, Sept. 30th, and Dec. 31st) for work completed. The obligation of TRWC to pay its subcontractors shall be subject to and conditioned upon its receipt of payment from the funder. Implied or stated in TRWC's agreement with the grantor is that payments are subject to the availability of funds.

INDEPENDENCE

CONTRACTOR understands CONTRACTOR is not the TRWC's employee and is not entitled to any benefits provided by TRWC to its employees. CONTRACTOR will perform all services in an independent capacity, subject to the TRWC's direction and control only as to the result and not the manner or means of accomplishing that result. Except as specified above, CONTRACTOR shall, at CONTRACTOR'S sole expense, provide all instruments or supplies, any required licenses or permits, additional helpers or subcontractors, and any other expense incurred by CONTRACTOR except as otherwise specified herein.

INSURANCE

CONTRACTOR shall provide before entering the premises and shall maintain in force during the term of this contract the following liability insurance:

General Liability
Motor Vehicle Liability

Each policy of liability insurance described above shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damages combined. CONTRACTOR shall provide a certificate of liability insurance,

INDEMNITY

CONTRACTOR, at its expense, shall indemnify, hold harmless, and when requested by TRWC to do so, defend TRWC, its officers, agents, and employees from any and all claims, demands or charges and from any loss or liability, including attorney's fees and expenses of litigation, resulting from negligence or carelessness on the part of the CONTRACTOR, its employees, or agents in the execution of the work or delivery of materials and supplies, by or on account of any act or omission of the CONTRACTOR, its employees or agents, including damage or destruction of any property or properties arising from, caused by or connected with the performance of work by CONTRACTOR, its agents, subcontractors and employees, and any failure to fulfill the terms of any laws or regulations which apply to the contract.

OWNERSHIP

TRWC will have rights to all data and documents produced under this contract.

All work produced under this contract is original for TRWC and has not been billed to other clients previously.

Work under this contract is being billed only to this contract and not to other clients or funders.

TERMINATION WITHOUT CAUSE

Either party may terminate this agreement without cause after giving 15 days written notice to the other. The parties shall deal with each other in good faith during the 15-day period after notice is given. TRWC agrees to pay CONTRACTOR all expenses to date of termination and any uncancellable obligations.

TERMINATION WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon giving written notice of termination for cause. Reasonable cause shall include material violation of this agreement and any act exposing the other party to liability to others for personal injury or

property damage. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

CHOICE OF LAW

Any dispute related to this agreement shall be decided in accordance with the laws of the State of California.

TERMS OF AGREEMENT

This is the entire agreement of the parties and cannot be modified orally; only written changes are authorized. This includes budget, scope of work, and staffing whether or not identified by name.

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in force.

This agreement may be supplemented or amended only in writing by agreement of authorized representatives of the parties.

This agreement becomes effective upon signatures of both parties.

9. ATTACHMENTS

[Attachment A: Draft Truckee River Legacy Trail River Access Exhibit \(aka 10% recreational access plans\) for Donner Creek Confluence Site \(developed for the Town of Truckee\)](#)

[Attachment B: Photographs of old West River Street bridge abutments in Donner Creek.](#)