

# *Shasta River Spawning Gravel Evaluation and Enhancement Plan*

Request for Proposal

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Issued by the

Pacific States Marine Fisheries Commission

In Cooperation With the

California Department of Fish and Game



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## RFP Timeline

Event	Date
RFP Distribution to Vendors	01/05/2009
Due date for notification of intent to respond to this RFP.	01/12/2009
Questions from Bidders about scope or approach due	01/15/2009
Responses to questions from Bidders sent out to all potential Bidders	01/19/2009
Written proposal Due Date	01/30/2009
Scoring of Proposals	Week of 02/02/2009
Decision and selection of Vendor	2/09/2009
Commencement date of work	02/23/2009

PSMFC reserves the right to reject any or all offers and discontinue this RFP process without obligation or liability to any potential Vendor, except other than the lowest priced offer, or award a contract on the basis of initial offers received, without discussions or requests for best and final offers.

## Shasta River Spawning Gravel Evaluation and Enhancement Plan

### Background

Prior to the construction of Dwinnell Dam on the Shasta River and diversion of Parks Creek into Lake Shastina, salmonids were able to migrate to the foothills and headwaters reaches, where spawning habitat was likely abundant. Several other tributaries also provided abundant spawning habitat accessible to adult salmonids. Gold mining, gravel mining, stream channelization, and permanent dam construction have all cumulatively reduced salmonid access to available spawning gravels, and degraded the quality of remaining spawning gravels. In addition, the combination of volcanic geology and low-gradient morphology of the main stem Shasta River result in much less spawning habitat than is typical of many other main stem river channels. Coarse sediment supply and the availability of suitably-sized spawning gravel may thus be constrained by both natural and anthropogenic causes in reaches currently accessible to salmonids.

Despite a growing awareness of this condition, spawning habitat quantity and quality have not been well documented. A spawning gravel augmentation project was implemented by DWR in the early 1980's, and remnants of those gravels are heavily used by salmonids (primarily Chinook) to the present day. An assessment of spawning gravel quality (but not spawning gravel abundance) was conducted in 1997 (Ricker 1997) along the main stem Shasta River. The Shasta River Watershed Restoration Plan (SVRCD 1997) recommended a detailed assessment of spawning gravel conditions that would lead to an effective long range plan of action. The Recovery Strategy for California Coho Salmon (CDFG 2004) recommended preparation of a gravel budget for the watershed as a high priority task (Shasta HM-3a). Recently, the Watershed-wide Permitting Program (Program) developed by the Shasta Valley Resources Conservation District (SVRCD) and the California Department of Fish and Game (CDFG) (CDFG Draft EIR 2008) identified the need to develop and implement a Spawning Gravel Enhancement Plan for the Shasta River watershed. As stated in the Draft EIR " Under the Incidental Take Program, SVRCD will work with CDFG to develop and implement a Spawning Gravel Enhancement Plan (Gravel Enhancement Plan). The Gravel Enhancement Plan will identify areas where gravel for coho salmon spawning could be placed effectively and where gravel can be recruited, and prioritize immediately- needed gravel enhancement projects throughout the Program area".

This project will evaluate the quantity, quality, distribution, and sources of existing coarse sediment and spawning gravel supplies, to determine if spawning gravel augmentation is needed in the Shasta River and tributaries. Based on the results of this evaluation, the project will develop a Spawning Gravel Enhancement and Monitoring Plan that recommends spawning gravel restoration or enhancement actions, identifies potential spawning gravel augmentation locations, specifies augmentation methods and volumes, develops sediment composition specifications, and recommends initial augmentation sources and frequencies. The Plan will evaluate the need for spawning habitat structures to enhance and/or retain existing gravel supplies and, if deemed necessary, recommend at least five priority stream reaches where spawning gravels should be augmented. Where river access is available, the Plan should

encompass the following reaches: the Shasta River Canyon, Yreka Creek, Shasta River from Dwinnell Dam to Hwy A12, Parks Creek, Big Springs Creek, the Little Shasta River, and the mouth of Julian Creek.

### Priority Questions

- Is spawning gravel available at strategic locations in the watershed that allows emergent fry access to suitable rearing habitat?
- Is the rate of coarse sediment delivered to spawning reaches in the Shasta River (upper river and canyon reach) and in its tributaries limiting spawning habitat availability of current and projected population targets?
- Is the quality of spawning gravel impaired by excessive fine sediment and lack of channel maintenance flows?
- Will gravel augmentation in the lower river encourage Chinook and coho to spawn in the canyon at the expense of spawning in the upper main stem reaches where emergent fry have access to more suitable rearing habitat?
- Will additional spawning gravel availability increase juvenile and smolt production from the Shasta River basin [only partially addressed by this project]?

### Tasks

Task 1. Inventory spawning habitat availability basin-wide. Where river access is available, map and quantify spawning habitat availability; where river access is not feasible, use local knowledge and aerial photo interpretation to estimate spawning habitat availability. Map on aerial photos, digitize into GIS, quantify spawning habitat by sub-reach, density, suitability, and habitat availability vs. spawning use.

- Subtask 1.1. Develop methods and criteria for mapping coarse sediment and spawning gravel, obtain aerial photographs with suitable resolution for field-based mapping.
- Subtask 1.2. Conduct gravel inventory on the main stem Shasta River from Dwinnell Dam downstream to Hwy A12 and from the I-5 bridge downstream to the Klamath River confluence, in Parks Creek from I-5 to the Shasta River confluence, in Big Springs Creek from the springs to the Shasta River confluence, in the Little Shasta River from Dry Gulch to a mile below the Blair Hart Diversion, and in Yreka Creek from south Hwy-3 to the Shasta River confluence. This inventory will quantify coarse sediment and spawning gravel area along these reaches, and identify sources of coarse sediment supply, using aerial photo mapping and reconnaissance-level field surveys.
- Subtask 1.3. Where gravel supplies are found to have been restricted or eliminated, identify suitable locations for gravel replacement/augmentation, estimate augmentation volumes and prioritize sites, and identify sites suitable for future enhancement to maintain long-term supplies.

Task 2. Identify sources and estimate volume of contemporary and, to the extent feasible, historic spawning gravel recruitment.

- Subtask 2.1. Develop methods and criteria for identifying coarse sediment and spawning gravel sources.

Task 3. Quantify spawning gravel quality, mobility, and transport rates [how fast does it (did it) move through the system].

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- Subtask 3.1. Install tracer rock and scour cores at selected spawning habitat locations to measure thresholds for surface particle mobility, bed scour depths, and sediment re-deposition depths. Sediment mobilization, scour, and re-deposition processes will be linked to stream flow thresholds that: (a) trigger the need for subsequent coarse sediment augmentation, and (b) identify flows which begin to contribute sediment to the Shasta River. Bulk sediment samples will be collected and analyzed to determine particle size distribution of spawning gravel. Samples will be processed by a USGS-certified sediment laboratory. If high flows do not occur during the project timeline, then set-up field experiments for future high flow data collection and reallocate remaining funds to model sediment mobility thresholds.
- Subtask 3.2. Compile and analyze existing stream flow data in the Shasta River, install and operate gage and collect stream flow data for Yreka Creek and other sites as needed.

Task 4. Develop a Spawning Gravel Management Plan and Recommendations. Based on knowledge of current salmonid populations, life history tactics, and rearing habitat availability and use throughout the basin, assess the distribution of habitat availability and its adequacy to promote salmonid recovery. Recommend actions to improve spawning habitat quantity, quality, and accessibility.

- Subtask 4.1. Identify potential spawning gravel augmentation locations, methods, volumes, costs, and site prioritization. Develop a monitoring plan to accompany the augmentation program, describing geomorphic monitoring (sediment mobility and transport processes), spawning gravel quantity and quality, frequency of mobilization, and spawning gravel utilization by adult salmonids.
- Subtask 4.2. Evaluate the need for spawning habitat structures to enhance and/or retain existing gravel supplies and, if deemed necessary, recommend at least five priority stream reaches where spawning gravels should be augmented.
- Subtask 4.3 Develop a threshold - response approach that will identify flow conditions that trigger the need for gravel augmentation, and develop methods for estimating annual quantities of gravel needed to maintain gravel supply equilibrium.

Task 5. Landowner Coordination, Project Management, Public Presentation.

- Subtask 5.1. Coordinate landowner access permission.
- Subtask 5.2. Coordinate all activities with CDFG and SVRCD.
- Subtask 5.3. Project management.
- Subtask 5.4. Public outreach. Present results and recommendations in a public forum at the conclusion of the project.

## Project Timeline

Estimated start date: February 2009

Estimated end date: September 2010 (duration = 20 months)

- 1) Winter-Spring 2009
  - a) Begin landowner outreach and coordination
  - b) Develop work plan

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- c) Install Yreka Creek gage
  - d) Install bed mobility and bed scour experiments, monitor and reset following winter peak flows (if time allows)
- 2) Summer 2009
    - a) Conduct field inventories
    - b) Data analysis
  - 3) Winter 2009- 2010
    - a) Install bed mobility and bed scour experiments; monitor and reset following winter peak flows
  - 4) Spring-Summer 2010
    - a) Prepare Gravel Management Plan
    - b) Present findings at public meeting

### Deliverables

- Orthorectified base maps of the Shasta River main stem and tributaries, showing (1) existing salmonid spawning gravel and spawning habitat, (2) coarse sediment storage locations, and (3) potential gravel augmentation sites (4) access routes, stockpile areas, and sensitive aquatic habitat and/or vegetation to be preserved during implementation (5) five priority stream reaches suitable for spawning area enhancement structures.
- Assessment of spawning habitat availability in relation to current populations, life history tactics, and habitat use throughout the basin.
- Draft and Final Shasta River Spawning Gravel Enhancement Plan presenting study methods, results, and recommendations for gravel augmentation, long-term maintenance of both quantity and quality, and monitoring in the Shasta River and tributaries.

### Minimum Qualifications

The respondent shall be fully capable, qualified, insured, and licensed as required to provide the requested services.

Provide a list of all offices used by the respondent. List the location of the office from which the primary work on this project would be performed.

Respondent must provide a list of between one - three (3) projects completed by the firm that demonstrate the respondent's competence to perform work similar to that which is likely to be required on this project.

Respondent shall name a project manager for these services who will coordinate all activities with the Department and/or the Department's designee.

## Evaluation Criteria

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of (80) eighty points must be achieved in this phase to be considered responsive. (A responsive proposal is one, which meets or exceeds the requirements stated in this RFP). A minimum of (5) five points must be achieved for each rating/scoring criteria.

Rating/Scoring Criteria	Maximum Possible Points
Experience and track record in carrying out similar projects, or supplying similar goods or products, including similar projects completed within the last ten years.	20
Description of personnel functions with names of key staff and sub-consultants and subcontractors, resumes, showing qualifications, training, experience, education, and licenses of the key personnel who will be assigned to this project.	15
Availability of key staff.	10
Respondent demonstration of a strong understanding of the project objectives and innovation in developing beneficial approaches to meet these objectives.	15
Respondent's method and process of accomplishing goals and objectives, description of intended scope of work with expected outcomes and outline of activities to provide the requested services.	15
Discussion of constraints, problems, issues that should be anticipated during the project and suggestions to approaches to resolving these problems.	15
Project schedule and timeline describing the flow of the project that includes start and end dates, schedule of activities and projected outcomes.	10

Total Possible Points: 100

## Work Plan, Personnel and Work Schedule Requirements

Each respondent shall develop and include:

A thorough work plan and/or schedule for project completion: The plan must identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

Project Personnel: Respondent shall identify name and title of all key personnel used in the performance of these services and provide a resume and a description of the project assignment or role which that person will be expected to fulfill. Include the years of relevant experience with present firm and other firms, synopsis of experience, training or other qualities which reflect individual's potential contribution. Include such data as: familiarity with Government or State agency procedures, similar type of work performed in the past, management abilities, etc.

Sub-consultants and/or Subcontractors: Identify each subcontractor necessary to complete the project. Include the subcontractor's name, address, the service provided, and the respondent's work history with the subcontractor.

Facilities and Resources: Explain where/how the services will be provided and what type equipment is needed to perform the services.

## Cost Detail Format and Requirements

Estimated Budget: \$200,000\*

Each proposal must contain an estimated budget, broken down into three (3) categories: Personal Services, Operating Expenses and Equipment. The estimated budget must contain all project costs.

Personal Services Costs: All employee costs, including benefits, which are required to complete the proposed project. List each employee classification, their hourly rate and estimated number of hours.

Operating Expenses: Include all materials, contractual services and incidental costs.

Contractual Services: are those necessary for the implementation of the proposal for which the respondent will subcontract. These services are undertaken by a provider external to the respondent's organization.

Provide as much cost detail as possible and practical. Use unit costs when applicable (per lb., per day, cubic yard, linear foot, etc.).

Travel and per diem: Expenses must be consistent with Department guidelines for reimbursed travel expenses. Per diem and mileage rates may not exceed State of California standards: lodging \$84 plus tax (certain counties have a higher standard), per diem \$40 per day, and \$0.585 per mile (based on traveling over a 24 hour trip).

Equipment: Department policy does not normally allow for purchase of equipment. However, under certain circumstances and with adequate justification, the Department may approve the purchase of equipment. Any equipment approved under this RFP shall remain the property of the State of California. Final disposition of equipment purchased under an agreement shall be at the State's

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discretion. For grant purposes, equipment is defined as all moveable articles of non-expendable property which has: 1) a normal useful life including extended life due to repairs of four (4) years or more; 2) an identity which does not change with use (i.e., it is not consumed by use or converted by fabrication into some other form of property); 3) a unit cost of \$500.00 or more; and 4) used to conduct business in accordance with the grant.

\* Since funding for this project is from the Federal 2008 Sacramento River Salmon Disaster grant, all costs are subject to the Department of Commerce/NOAA Standard Terms and Conditions found at <http://oam.ocs.doc.gov/docs/GRANTS/DOC%20STCsMAR08Rev.pdf>

### RPF Details

#### Amendments to Solicitations

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. All bidders shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

#### Submission, Modification, Revision, And Withdrawal Of Proposals

All parties interested in submitting a proposal must notify PSMFC by 5:00 PM (Pacific), January 12, 2009 of their intent to submit a proposal. These notices of intent may be emailed, faxed or mailed to the PSMFC Administrative contact listed below.

Deadline for proposals is 5:00 PM (Pacific), January 30, 2009.

Notices of intent and completed proposals shall be submitted to:

Pacific States Marine Fisheries Commission  
205 SE Spokane St. Suite 100  
Portland, OR 97202  
Attn: Michael Arredondo  
Phone: (503) 595-3228  
Fax: (503) 595-3444  
Email: Michael\_Arredondo@psmfc.org

Subject Line for email submissions: Shasta River Gravel RFP

Proposals and modifications to proposals MUST be submitted in paper media, facsimile or via email.

#### *The proposal must contain:*

- The name of the solicitation;
- The name, address, and telephone and facsimile numbers of the bidder (and electronic address if available);
- Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the bidder's behalf with the PSMFC in connection with this solicitation;

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- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office;
- Information on Costs to perform the work
- Any such information as the bidder deems appropriate to evaluate experience and technical qualifications such as a portfolio.

The PSMFC reserves the right to consult with and to consider information from its own sources, including information from state and federal agencies regarding the bidder's prior performance or the status of outstanding investigations or warrants involving the bidder.

### *Late proposals:*

Any proposal, modification, or revision received at the PSMFC office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless:

- There is acceptable evidence to establish that it was received at the PSMFC installation designated for receipt of offers and was under the PSMFC's control prior to the time set for receipt of offers; or It is the only proposal received.
- A late modification of an otherwise successful proposal that makes its terms more favorable to the PSMFC, will be considered at any time it is received.
- Acceptable evidence to establish the time of receipt at the PSMFC installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of PSMFC personnel.
- An emergency or unanticipated event interrupts normal PSMFC processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation and urgent PSMFC requirements preclude amendment of the solicitation. The time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal PSMFC processes resume.

Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn via facsimile received at any time before award. Proposals may be withdrawn in person by the bidder or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

Bidders shall submit proposals in response to this solicitation in English and in U.S. dollars.

Bidders may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

Bidders may submit revised proposals only if requested or allowed by PSMFC.

Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the PSMFC Administrative Contact.

### ***Offer Expiration Date***

Proposals in response to this solicitation will be valid for 90 days following the time specified for solicitation of offers (unless a different period is proposed by the bidder). Restriction on Disclosure and Use of Information

Bidders that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the PSMFC except for evaluation purposes, shall:

Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the PSMFC and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this bidder as a result of--or in connection with--the submission of this data, the PSMFC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the PSMFC's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”; and

Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

### **Contract Award**

The PSMFC intends to award a contract or contracts resulting from this solicitation to the responsible bidder(s) whose proposal(s) represents the best value after evaluation in accordance with the requirements of this solicitation.

The PSMFC may reject any or all proposals if such action is in the PSMFC's interest.

The PSMFC may waive informalities and minor irregularities in proposals received.

The PSMFC intends to evaluate proposals and award a contract without discussions with bidders (except clarifications as described in FAR 15.306(a)). Therefore, the bidder's initial proposal should contain the bidder's best terms from a cost or price and technical standpoint. The PSMFC reserves the right to conduct discussions if the CDFG Technical Representative later determines them to be necessary. If the CDFG Technical Representative determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the PSMFC may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The PSMFC reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the bidder specifies otherwise in the proposal.

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The PSMFC reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the PSMFC's best interest to do so.

Exchanges with bidders after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.

The PSMFC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the PSMFC determines that the lack of balance poses an unacceptable risk to the PSMFC.

If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

A written award or acceptance of proposal mailed or otherwise furnished to the successful bidder within the time specified in the proposal shall result in a binding contract without further action by either party.

The PSMFC may disclose the following information in post award debriefings to other bidders:

- The overall evaluated cost or price and technical rating of the successful bidder;
- The overall ranking of all bidders, when any ranking was developed by the agency during source selection; and
- A summary of the rationale for award.

After evaluation of the proposals and selection of a proposed contractor, PSMFC will notify all offerors, via email, of the results within three (3) business days.

### Questions

All questions regarding this RFP must be submitted, in writing, to the PSMFC Administrative Contact by January 15, 2009. Responses to the questions will be distributed to all parties who have notified PSMFC of their intent to submit a proposal.

### Special Contract Award Requirements

#### Conflict of Interest

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make full disclosure in writing to the Principal Investigator. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Principal Investigator, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies – The Principal Investigator may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Principal Investigator, PSMFC may terminate the contract for default, debar the Contractor from PSMFC contracting, or pursue such other remedies as may be permitted by law or this contract.

The Contractor further agrees to insert provisions that shall conform substantially to the language of this clause, including this paragraph, in any subcontract, personnel agreement, or consultant agreement hereunder.

### *Indemnification*

Indemnification – Contractor shall indemnify and hold harmless PSMFC and CDFG and their officers, agents, employees, boards and commissions, against any and all loss, damages, liability, claims, suits, costs and expense whatsoever, including reasonable attorneys fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Contractor’s negligent performance of services provided or work conducted or performed pursuant to this agreement.

### *Insurance*

Minimum Coverages Required. The Contractor selected for this project will be required to present evidence to show, at a minimum, the amounts of insurance coverage indicated below. Contractor is also responsible for its Subcontractors maintaining sufficient limits of the same coverage required by Contractor and the Contractor is responsible for collecting Certificates of subcontractors, as per below:

- Workers’ Compensation and Employer’s Liability – The Contractor is required to comply with any applicable labor codes, acts, laws or statutes, State or Federal, for the location where Contractor performs work. If occupational diseases are not compensable under those statutes, they shall be covered under the employer’s liability section of the insurance policy. If in States with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers, Contractor is required to comply with any applicable labor, codes, acts, laws or statutes of such States and shall have Workers’ Compensation and Employer’s Liability Stop-Gap coverage in the amount of \$1,000,000 each accident, and each employee and each accident.
- Employer’s Liability coverage shall be required of at least \$1,000,000 for Bodily Injury or Death, each employee and each accident. If in States with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers, Contractor is required to comply with any applicable labor, codes, acts, laws or statutes of such States and shall have Workers’ Compensation and Employer’s Liability Stop-Gap coverage in the amount of \$1,000,000 each accident, each employee and each accident.
- Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) Insurance including the following supplementary coverage: (A) Contractual Liability to cover liability assumed under this contract; (B) Broad Form Property Damage Liability Insurance; Policy coverages shall be primary; an action “in rem” shall be treated as if it were an action “in personam”; all coverages subject to coverage territory of the United States of America, including its territories and possessions, and International waters or airspace; Occurrence form Aircraft, Auto or Watercraft exception to exclusion shall be amended from “less than 26 feet long” to “Non-owned watercraft without length limitation” or an equivalent insurance form that affords broad form bodily injury, death, non-owned vessel liability, property damage on an

occurrence basis for non-owned vessels operating in Inland or International waters. Commercial General Liability shall be required in the amount of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal and Advertising Injury, \$100,000 Fire Damage Legal Liability, for each claim or occurrence. If equivalent coverage is placed for broad form bodily injury, death, non-owned vessel liability, property damage, coverage shall be required in the amount of \$1,000,000 each claim or occurrence on an occurrence basis form.

- Business Automobile Liability shall be required in the amount of \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including \$1,000,000 owned, hired or non-owned liability for such states operating within, as applicable. Coverage shall be at least as broad as the Insurance Service (ISO) Business Auto Coverage comprehensive form covering Automobile Liability for Code "1" any auto.

*Additional Insured Provision.* Before commencing performance of service, PSMFC shall be named as an additional insured under the Business Auto Liability, Commercial General Liability and Vessel Liability or equivalent Policy coverage. All the above insurance coverages should be endorsed with the ISO form CG 20 09.

*Subrogation Waiver Provision.* Contractor agrees that in the event of loss due to any of the perils for which Contractor is required to provide or perils insured under Business Auto Liability, State Act Workers' Compensation, Employer's Liability, and Comprehensive Commercial General Liability or equivalent Policy coverage, Contractor shall look solely to its insurance for recovery. Contractor shall hereby grant to PSMFC, its officers, agents, employees, boards, commissions, on behalf of any insurer providing Business Auto Liability, State Act Workers' Compensation, Employer's Liability, Comprehensive Commercial General Liability or equivalent Policy coverage to either Contractor or PSMFC with respects to the services of Contractor herein, a waiver of any right to subrogate which any such insurer of said contractor may acquire against PSMFC, its officers, agents, employees, boards, and commissions by virtue of the payment of any loss under such insurances.

*Evidence of Insurance Provision.* Before the final execution of this contract, Contractor and any Subcontractors shall produce a standard Accord form Certificates of Insurance with Insurance Carriers acceptable to the PSMFC, evidencing all required insurances. The Certificate shall also comply with the Additional Insured Provision, Subrogation Waiver Provision and forward actual endorsements from the Contractor's insurance carriers evidencing required coverage amendments.

*Renewal/Cancellation.* The respective Insurance Carriers and the Certificate of Insurance shall allow for a minimum of 30 day written notice of cancellation, non-renewal or reduction of required coverages before the expiration date thereof and the Certificate shall delete the word(s) "endeavor" and the last two lines of a standard Accord Certificate ("But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives"). Renewal Certificates evidencing the same shall be received 10 days prior to the expiration of the coverages so evidenced. The Certificate evidencing all requirements herein and any reduction of required coverages or cancellation shall be sent to PSMFC Attn: Rick Masters, 205 SE Spokane Suite 100, Portland, OR 97202. Upon request, Contractor shall furnish PSMFC or the appointed Broker the same evidence of insurance for its subcontractors as PSMFC requires of the Contractor.

Approval of the insurances evidenced or the Accord Certificate by PSMFC shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment or any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy irrespective of no Certificates Filed, expired Certificates, Approved Certificates or

for any reason whatsoever.

*Sufficiency of Insurance.* The insurance limits or coverages required by PSMFC are not represented as being sufficient to fully protect the Contractor. Contractor is advised and responsible to determine its own adequate coverage or limits for the Contractor/subcontractor.

*Qualifications.* Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of the exposure. All insurance companies shall have a current A.M. Best Rating not less than "A-" and shall be satisfactory to PSMFC.

*Modify Insurance Requirements.* PSMFC reserves the option, at any time, to require additional Insurance to be provided by Contractor or subcontractor or to otherwise revise the requirements for provided insurance. Any such action shall be deemed a directed change entitling the Contractor/Subcontractor to an increase for the costs incurred due to such change. Contractor/Subcontractor shall provide all such information or records as may be required or helpful in determining additional costs.

If Contractor can not meet the insurance terms/condition herein, would like to exclude the insurance costs from their bid, and would like to employ the direct brokerage services of a Marine Insurance Specialist, Contractor may request PSMFC to assign an insurance broker that is ready to meet the insurance requirements herein. The appointment of an insurance broker shall not relieve Contractor of any duties or liabilities under this contract.