

Request for Bid

Martis Wildlife Area Restoration Project

The Truckee River Watershed Council is seeking construction bids for the Martis Wildlife Area Project

Truckee River Watershed Council

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Amendments to this Request for Bid will be posted on www.truckeeriverwc.org within the “news” section, and distributed through our weekly E-Currents newsletter. Please subscribe to our E-Currents newsletter by clicking “Subscribe” link in lower left corner of our webpage.

RELEASE DATE- JANUARY 9, 2019

In 2019, TRWC will release several Requests For Proposals (RFP) and Requests For Bids (RFB) for restoration design, construction, environmental compliance, permit assistance, and the like. We appreciate that some firms may wish to respond to multiple RFPs & RFBs. To help with proposal and bid preparation, we offer the following:

1. **Responding to Multiple RFPs/RFBs.** Firms may respond to multiple RFPs and RFBs. In the vast majority of our projects, a firm will not be prevented from bidding on future work if they participate in current work. In the rare case where this prohibition exists, we will state the prohibition in the current RFP/RFB.
2. **Lead Firm vs. Subcontracted Firm.** We understand and accept a given firm may be the lead in one response and a subcontractor in another response.
3. **Respond Uniquely to Each RFP/RFB.** Each of our projects has a unique combination of partners, stakeholders, funders, constraints, opportunities, and timelines. Due to the characteristics of each project, we purposely release separate RFPs/RFBs. Firms must submit a response to each RFP or RFB to be considered. While we appreciate that a firm might be able to offer efficiencies if we combined projects, the unique blend of characteristics of each project prevent us from combining projects more than has already been done.
4. **Repeating Information Across Multiple Responses.** We understand and accept that information about the firm, its staff, past work, references, work approach, and the like may be repeated, perhaps even word for word, across multiple responses.

A. PROJECT DESCRIPTION

- Background and Setting
- Work
- California Conservation Corps and Revegetation
- Access
- Traffic Control Plan
- Permits and Environmental Compliance
- Materials
- Bid Completeness
- Construction Oversight
- Expected Project Schedule

The lead for the project is Truckee River Watershed Council (TRWC). Several landowners and managers are project partners:

- US Army Corps of Engineers
- Northstar Community Services District
- Northstar California Resort and Trimont Land Company

Background and Setting. The Martis Wildlife Area is owned and operated by the US Army Corps of Engineers (USACE). The Wildlife Area represents a unique assemblage of habitat types, incorporating high desert chaparral, mixed-conifer forest, mountain meadow, and riparian ecosystems. Martis Creek flows roughly northeast across the Wildlife Area where it confluences with four perennial and primary tributaries: 1) West Martis Creek, 2) Middle Martis Creek, 3) East Martis Creek, and 4) Dry Lake Creek. Several unnamed first- and second-order tributary streams are also present within the Wildlife Area; notable among these are the tributaries that originate from Lookout Mountain (i.e. Lookout Mountain Tributary) and from the Schaeffer's Mill area.

The Martis Wildlife Area has a long history of human use dating back to the pre-historic period. Over the course of the 19th and 20th centuries, the area hosted episodes of logging, mining, ranching, residential, and recreational land development. The culmination of these uses is the degradation of hydrologic processes, alteration of vegetation characteristics, and loss of riparian and meadow habitats. Within the Wildlife Area, Martis Creek exhibits impaired stream channel functions, in many reaches the stream is incised 1-4 feet below the floodplain surface. Its tributaries also exhibit significant degradation associated with incision, bank erosion, headcut development, and culvert failures.

The Martis Wildlife Area Restoration Project (the Project) was developed to improve the hydrologic and ecosystem processes in the Wildlife Area to provide natural benefits including restored floodplain connectivity, groundwater storage, prolonged base stream flows, enhanced critical habitat, and reduced erosion and sedimentation.

The Project includes restoration activities on four sites.

- Site 1 encompasses a two-mile portion of Martis Creek within the Wildlife Area. There are six "Reaches" within Site 1.
- Site 2 is located on an unnamed tributary that originates from Schaeffer's Mill approximately 0.16 miles upstream of its confluence with Martis Creek.
- Site 3 is located on Middle Martis Creek just upstream of Gumba's Crossing on the Tompkins Memorial Trail.
- Site 4 is located on the "Lookout Mountain Tributary" at Jakes' Crossing on the Tompkins Memorial Trail approximately 1.2 miles upstream of its confluence with Martis Creek.

Work. The Project work is described in detail in the attached 95% Mainstem Martis Creek Restoration design plans (Site 1, Attachment 1) and the Martis Wildlife Area Restoration Project design plans (Sites 2-

4, Attachment 2). In general, construction activities include:

- Stream dewatering/bypass
- Installation and maintenance of Best Management Practices
- Fill abandoned irrigation ditches
- Sod harvest and storage
- Floodplain, channel, and streambank grading and excavation for inset floodplain development, bank layback, and breakout channel creation
- Export and disposal of off-haul material
- Culvert and road prism removal
- Installation of railroad car bridge (89-foot span)
- Install instream wood jams (logs, rootwads, racking material)
- Install bioengineered check dams
- Install buried log grade control structures
- Remove rip rap from stream bank
- Revegetation including salvaged sod material, willow poles, willow wattles, salvaged willow clumps.
- Install propagated revegetation mats (up to 25,000 square feet) in high-energy stream areas (Addendum 1)
- Two year plant establishment period-warranty work

Refer to the Attachments 1 and 2 for construction detail, typicals of project features, materials requirements, staging, access, etc.

California Conservation Corps and Revegetation. The California Conservation Corps (CCC) will complete some of the revegetation activities included in Attachments 1 and 2. Specifically, the CCC will complete the installation of the wetland plugs and revegetation seed mix type 1 and type 2.

Access. Work will take place in sensitive areas, so access routes will be strictly limited to avoid impacts to natural and cultural resources.

Traffic Control Plan. Portions of work may encroach into Right of Way of the California Department of Transportation (Caltrans). TRWC will obtain an Encroachment Permit for this work.

Permits and Environmental Compliance. The Project is covered by a number of regulatory permits and environmental compliance documents. These include:

- CEQA Mitigated Negative Declaration for the TRWC's Martis Wildlife Area Restoration Project
- NEPA Categorical Exclusion (USACE) and Environmental Assessment (Bureau of Reclamation) documents for the Martis Wildlife Area Restoration Project.
- USACE Real Estate License
- USACE Section 404 nationwide permit
- California Dept. of Fish and Wildlife Section 1602 Streambed Alteration Agreement
- State Water Resources Control Board NPDES Construction General Permit
- Stormwater Pollution Prevention Plan for Martis Wildlife Area Restoration Project (Attachment 3)
- Lahontan Regional Water Quality Control Board Section 401 Water Quality Certification
- California Department of Transportation Encroachment Permit
- Trimont Land Company Right of Entry Agreement

TRWC will make these documents available to the selected contractor.

Materials. Except as noted below, contractor will furnish all labor, materials, equipment, tools, and incidentals as necessary to complete the project and comply with permits.

Materials provided by TRWC are:

- Revegetation seed mixes type #1 and #2
- Propagated revegetation mats
- Wetland plugs

Construction Oversight. Work will be observed by the Licensed Civil Engineer or Engineer's Representative as described in Attachments 1 and 2. Additional oversight will be provided by project archaeologist, biologists, and cultural monitors.

Expected Project Schedule.

Task	Date
Pre-bid meeting (mandatory)	February 5, 2019
Deadline for requests for additional information	February 13, 2019
Bids due	March 1, 2019
Interviews	March 11-15, 2019
Contract award (expected)	March 22, 2019
Construction start (estimated)	July 1, 2019
Construction completion	October 15, 2019

B. WORK REQUIREMENTS

- Work Schedule
- Permits and Environmental Compliance
- Staging and Access
- Traffic Control
- Equipment
- Personnel
- Materials

Work Schedule. The Work Schedule will be established between Contractor and TRWC. In either case, the work is expected to continue until the project is completed. No overtime charges will be accommodated.

Permits and Environmental Compliance. The Contractor shall be responsible for complying with the requirements of and maintaining on-site copies of all project permits and compliance documents during construction.

Staging and Access. Equipment/site access will be limited to routes designated in Attachment 1 and 2. All equipment staging and stockpiling will take place in designated areas.

Traffic Control. The Contractor shall be responsible for compliance with the Caltrans Encroachment Permit, including all traffic control requirements and submittals necessary.

Portions of work will utilize existing recreational trails requiring periodic closures. The Contractor will submit a Recreational Trail Traffic Control Plan inclusive of a safety plan, trail closure schedule, and signage plan thirty days prior to mobilization.

Equipment. Contractor must provide equipment in excellent operating condition. No leaks of any size will be allowed. 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.

All equipment will be pressure washed prior to mobilizing to the site to remove any vegetative matter, soil, or other organic matter to prevent the spread of noxious weeds. Any equipment that leaves the site must be cleaned again before re-entry.

Contractor will be required to provide all fuel, servicing and repairs to maintain equipment in operating condition. The Contractor shall fuel equipment at staging areas shown on Attachments 1 and 2. When fueling must be done at a construction area, the Contractor shall design a site(s) and obtain approval in writing from the Engineer before using. All fueling, servicing, and repairs will be done in designated fueling areas at a minimum of 50 feet from any water surface or drainage area to prevent accidental petroleum discharge in riparian and other sensitive areas. Refer to Attachment 1 - 3 for additional details on access, staging, and stockpiling.

Water quality concerns require that all equipment be free of all operating fluid leaks. The Contractor will be required to follow spill prevention procedures as outlined in the SWPPP, and is required to have the appropriate materials on-site to clean up any spills that may occur.

Spark arresters will be required on equipment for fire prevention.

The Contractor will be responsible for compliance with any fire risk mitigation required by the USACE, Northstar Community Services District, or Northstar California Resort and Trimont Land Company.

Personnel. No change in personnel will occur without written agreement between the Contractor and TRWC. TRWC reserves the right to have Contractor replace a non-performing operator.

Materials. All materials to be used in the project must meet the specifications stated in the specifications included in Attachments 1 and 2. The Engineer or Engineer's representative will approve all materials prior to installation.

C. TOUR AND SUBMISSION

A **mandatory** pre-bid meeting will be held on February 5, 2019 10AM to 12:00 noon at the Truckee Tahoe Airport District Community Room A. Attendance at the pre-bid meeting is a prerequisite for submitting a bid.

Bids must be received by 5:00 P.M. on March 1, 2019. Bids must be submitted electronically in .pdf format, all materials must be contained in a single file. Send bids to: mprestowitz@truckeeriverwc.org .

D. BID PACKAGE AND EVALUATION

In the Bid Package, the Contractor shall document the following qualifying experience:

1. The Contractor shall have completed wetland and stream restoration projects as the prime contractor which included the construction of instream log structures in channels, wetlands, and riparian areas.
2. The Contractor shall have completed bridge installation projects.
3. The Contractor's superintendent or foreman assigned to this project shall have at least three years' experience supervising wetland and stream restoration projects which included significant earthwork, soil bioengineering, and log structures.
4. State of California Class A General Engineering Contractor's license and Class C-27 Landscaping Contractor's license.
5. Work experience – minimum three (3) example projects showing montane (>4000 feet elevation) meadow, floodplain, or riparian restoration work including native revegetation in the past 10 years. Submit a minimum of five (5) representative photographs showing operations for each

project, including earthwork, instream structures, revegetation, irrigation (if applicable), and maintenance.

Bid Completeness. All sections of this bid package are important and must be addressed. Bids must be submitted for the entirety of the work as described in this RFB and its attachments.

Bid Evaluation. Bids will be evaluated on the basis of cost, project experience, past performance, qualifications of proposed equipment operators, integrity and capability of bidders, and probable level of service and convenience to TRWC. TRWC will conduct interviews with select Contractor(s) or teams based on their evaluation of bids.

If in the sole opinion of the TRWC, the Contractor does not meet the required qualifications the bid will be non-responsive.

TRWC reserves the right to retain all bids for a period of 60 days for examination and comparison, and to delete any portion of work from the contract. TRWC reserves the right to reject any and all bids.

E. BID FORMAT

Bids should include the following:

- ◆ Scope of work and approach. Outline the proposed technical approach to project activities including work sequencing and equipment. The approach should include discussion of all major project components including but not limited to Best Management Practices, stream diversion/dewatering, earthwork, instream work and structures, revegetation, maintenance, and impacts to recreational trails.
- ◆ Proposed project schedule
- ◆ Cost Estimate prepared on attached Bid Sheet (Attachment #4)
- ◆ Rate sheet
- ◆ List of relevant project experience, with photographs and contact information for references
- ◆ List of current certifications of staff assigned to project (e.g. Class A Contractor's license)
- ◆ Experience of project manager, superintendent, foreman, and operators assigned to project
- ◆ Exact specifications of equipment to be used

Bids should be no longer than 40 pages, including all attachments.

Bids must be submitted electronically in .pdf format, all materials must be contained in a single file.

No overhead or administration costs are allowed.

Amendments. Once a contract has been executed, no changes to the agreed upon scope of work shall occur without written agreement between the Contractor and TRWC.

F. PAYMENT TERMS

Funding sources for this project allow invoices to be submitted once every 90 days (March 25, June 25, September 25, and December 15) for work completed. It is expected that payment can be made within 120 days of invoice(s) submittal; however payment will only be made to the Contractor once TRWC has received payment from the project funders. All efforts will be made by TRWC to expedite payment; however no interest will be paid on overdue payments.

Please note that there are discrepancies in the payment terms outlined in the project plans (Attachments 1-2) and those in the Request for Bids/Bid Sheet. The terms outlined in this Request for Bids and the Bid sheet prevail over those in the project plans.

G. REQUESTS FOR ADDITIONAL INFORMATION

All requests for additional information or clarifications after the pre-bid tour shall be submitted via e-mail to Michele Prestowitz at mprestowitz@truckeeriverwc.org by 5 PM February 13, 2019. Responses will be sent via e-mail to all potential bidders that participated in the pre-bid meeting, posted at www.truckeeriverwc.org in the "News" section, and emailed in our weekly E-Currents newsletter.

H. CONTRACT REQUIREMENTS

Bonding. Contractor must furnish a performance bond in favor of TRWC in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value for any contract over \$25,000 (Civ. Code, § 3247 et seq.; Pub. Contract Code, § 7103).

Insurance. Contractor must provide insurance certificates covering \$2 Million per Each Occurrence and no less than \$4 Million Aggregate showing the Truckee River Watershed Council, US Army Corps of Engineers, Northstar Community Services District, Trimont Land Company, CLP Income Northstar, LLC, Northstar California Resort, Vail Resorts, Inc. as well as their principals, directors, employees, mortgagees, agents, representatives, successors, and assigns as special endorsements to be added to the insurance policy.

Indemnification. TRWC and Contractor agree they shall attempt to settle any dispute arising out of this contract, to include allegations of professional negligence, through communication and negotiation in the spirit of mutual friendship and cooperation. If the dispute cannot be resolved in this manner, 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.

The Contractor will be required to enter into indemnification and hold harmless and/or right of entry agreements with some or all of the project land owners and managers.

Prevailing Wage. California prevailing wage is required as established by the California Department of Industrial relations (<http://www.dir.ca.gov/public-works/prevailing-wage.html>). Where applicable, rates for Placer County will apply.

Qualifications. Contractor must possess a valid California Class A General Engineering Contractor's license and Class C-27 Landscaping Contractor's license.

TRWC cannot contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension"; or any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code, §4477) Subcontractors are also subject to this provision.

Data Universal Numbering System (DUNS) Numbers. The selected Contractor must provide their DUNS number to TRWC prior to contract execution.

I. ATTACHMENTS

Attachment 1. Site 1. Mainstem Martis Creek Restoration Design Plans (95%, dated 2/9/2018)

Attachment 2. Site 2-4. Martis Wildlife Area Restoration Project Design Plans (100%, dated 1/31/2018)

Attachment 3. Stormwater Pollution Prevention Plan (SWPPP) for Martis Wildlife Area Restoration Project

Attachment 4. Bid Sheet

Attachment 5. Sample Contract

Attachment 6. Project Location Overview Map

Addendum 1 to Request for Bids Martis Wildlife Area Restoration Project