

## Request for Bid

### Cabin Creek and Other Locations: Roads and Restoration

Lead: Truckee River Watershed Council

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Amendments to this Request for Bid will be posted on [www.truckeeriverwc.org](http://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 website home page.

RELEASE DATE: February 26, 2020

In 2020, 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

The project is by the Truckee River Watershed Council (TRWC) on public lands administered by the United States Forest Service (USFS).

The purpose of the Cabin Creek and Other Locations: Roads and Restoration (Projects) is to reduce excess sediment and restore hydrologic function on USFS lands in tributaries of the main stem of the Truckee River. Work in 2020 will focus on the Pole Creek, Deep Creek, Silver Creek, and Cabin Creek basins. All project areas are west of Highway 89S in Placer County, CA between Tahoe City and Truckee. Please see Attachment 1 for project vicinity and locations.

Current and former dirt roads in this project are actively eroding and are in need of maintenance and restoration. Drainage to direct flow off the roads is missing or failing. As a result, the roads concentrate water during larger storms and snowmelt, leading to erosion and deterioration. Sediment then flows into nearby creeks, streams, and meadows, and eventually the Truckee River.

**Work.** The project includes:

- (1) **Road drainage improvement.** Contractor will complete approximately 13 miles of dirt road maintenance and drainage improvement in Pole Creek, Deep Creek, and Silver Creek basins. Work will consist of installing Best Management Practices to improve drainage and reduce erosion, and to restore hydrologic connectivity. Please see Attachment 2 for a map of routes for maintenance, Attachment 3 for road logs of construction details, Attachment 4 for a map of specific features, and Attachment 5 for USFS details and specifications.

### Road Lengths (see Attachments 3 and 4)

Basin	Road ID	Mileage
Deep Creek	89-15	3.39
Pole and Silver Creek	08	4.90
	08-02	1.74
	08-02-02	0.89
	08-04	1.80
	08-04-01	0.02

- (2) **Cabin Creek drainage improvement and restoration.** Work in the Cabin Creek basin involves watershed improvement and sediment reduction treatments. Work will consist of improving drainage, disrupting captured surface flow, decommissioning roads, and restoring natural topography. Please see Attachment 6 for a scope of work, maps and photos of existing conditions.

Estimated 4-5 weeks of work in Cabin Creek.

Project activities for (1) and (2) above include but are not limited to the following:

- Construct new rolling dips, water bars, and rock outfalls

- Improve existing rolling dips, water bars, and rock outfalls
- Recontour and out-slope road bed to allow sheet flow
- Regrade road in areas of rilling and/or gullying
- Remove or replace failing culverts
- Install low water crossings
- Remove berms
- Install intermittent features to disrupt captured surface flows
- Decommission closed roads and areas
- Recontour to re-establish natural topography
- Stabilize eroding cut slope
- Incorporate local materials into restored areas
- Install barriers across closed areas

**Pre-Construction Meetings and Site Visits.** No pre-bid meetings or site visits will take place. The selected contractor will participate in a pre-construction tour in late June.

**Construction Oversight.** USFS staff and designated representatives will provide construction oversight and inspection for all work. TRWC Project Manager Michele Prestowitz will provide general project oversight.

**Resource Protection Measures.** The USFS identified Resource Protection Measures for this project as part of the Decision Memo for the Truckee River 2016 Tributaries Project. Please see Attachment 7 for further details on Resource Protection Measures for nonnative invasive plant management, plants, and terrestrial wildlife.

**Project Timeline.** Approximate construction dates are expected to be July and August of 2020. Construction dates may change based on weather or confirmed agreement between project manager(s) and contractor. Established construction dates will include mobilization, set up, and removal of construction equipment from the sites.

<b>Task</b>	<b>Deadline</b>
Deadline for requests for additional information	March 11
Bids Due	March 18
Interviews (optional)	March 25
Contract Award	March 30
Pre-Construction Meeting	Week of June 22
Construction Start (estimated)	July 1
Construction Completion (estimated)	August 31
Monthly Progress Reports & Invoices	July 25, August 25, Sept 25 2020

## **B. EQUIPMENT & LABOR TASKS**

Pursuant to USFS Guidelines for the prevention of Noxious Weed introduction, all equipment will be high-pressure washed prior to arriving at project site. Please see Attachment 7 for Nonnative Invasive Plant Management Resource Protection Measures.

Grader: A grader will be needed to complete the road work as specified.

Dozer with and without ripper shanks: A dozer will be needed for building and maintaining rolling dips and water bars, pulling back berms and ripping compacted areas.

Small Excavator: A smaller sized excavator will be needed to pull back berms, break up compaction, intermittently block (fill) entrenched roads, and collect and place boulders for closure areas.

Water Truck: A water truck may be needed for dust abatement and wetting soil for compaction.

Dump Truck: A dump truck may be needed for hauling materials to the site and transporting fill material.

Laborers: One to two site laborers may be needed for handwork and to assist with work completed by heavy equipment.

*For all of the equipment noted above, the Contractor may make suggestions for changes in equipment in the bid if the contractor believes the job could be done more effectively with different equipment. If a change is proposed, please explain the rationale.*

### **C. WORK REQUIREMENTS**

**Work Schedule.** The work schedule will be established between contractor and TRWC – either 10 hours/day for 4 days/week or 8 hours/day for 5 days/week. In either case, the work is expected to continue until the project is completed.

No overtime charges will be accommodated.

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

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

Contractor will furnish approximately 40 tons of well-graded, compactable material free of excess moisture, muck, frozen lumps, roots, sod, or other deleterious material with a maximum particle size of 3 inches. Please see Attachment 7 for further details on using weed-free sources for imported project materials.

Large downed wood, rock and other natural debris are generally available onsite or nearby. Contractor may need to provide additional boulders.

**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.

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. Please see Attachment 7 for further details on using weed-free sources for imported project materials.

Contractor will be required to provide all fuel, servicing and repairs to maintain equipment in operating condition. All fueling, servicing and repairs will be done in designated fueling areas at a minimum of 100 feet from any water surface or drainage area to prevent accidental petroleum discharge in riparian and other sensitive areas. Please prohibit any storage of fuel on Forest Service land and keep it restricted to delivery from service trucks/pickups as necessary. Water quality concerns require that all equipment be free of all operating fluid leaks.

The Contractor will be required to follow an emergency spill plan, and is required to have the appropriate materials on-site to clean up any spills that may occur. The Contractor shall immediately take action to contain and clean up, without expense to the Government and TRWC, all petroleum products spills on or in the vicinity of the project which are caused by the Contractor's employees directly or indirectly as a result of contract operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the Government for the containment and cleanup of petroleum products spills caused by Contractor's employees or resulting from contract operations. The Contractor shall immediately report all petroleum products spills to the Forest Service and TRWC.

Spark arresters will be required on equipment for fire prevention. Contractor will be required to follow the fire plan that will be included in the contract (see Attachment 9).

The contractor will be responsible to provide the materials for the erosion control and will have adequate materials available onsite to control erosion from any storm or non-stormwater discharge event.

**Drafting Water.** Water flows within the project areas will not accommodate drafting. A commercial permit from the Town of Truckee or elsewhere is necessary. Acquiring the permit is the responsibility of the contractor.

**Staging and Access.** Access to the project area is over paved roads and dirt roads. Equipment/site access will be limited to routes designated by the Project Partner to protect resources. All equipment staging and stockpiling will take place in designated areas (to be determined during the pre-construction tour).

**Traffic Control.** Portions of project roads are open to the public and used for recreation. Contractor will take adequate measures to protect and keep the public out of active work areas.

Failure to perform these requirements is grounds for contract termination.

#### **D. REQUESTS FOR ADDITIONAL INFORMATION**

All requests for additional information or clarifications shall be submitted via e-mail to Michele Prestowitz at [mprestowitz@truckeeriverwc.org](mailto:mprestowitz@truckeeriverwc.org) by 5PM March 11, 2020. Responses will be posted at [www.truckeeriverwc.org](http://www.truckeeriverwc.org) in the "News" section, and emailed in our weekly E-Currents newsletter.

#### **E. BID SUBMISSION**

Bids must be received **by NOON on March 18, 2020**. Bids must be submitted electronically in .pdf format. All materials must be contained in a single file. Send bids to Michele Prestowitz at [mprestowitz@truckeeriverwc.org](mailto:mprestowitz@truckeeriverwc.org).

#### **F. BID PACKAGE AND EVALUATION**

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

1. The Contractor shall have completed a minimum of three dirt road construction and maintenance projects as the prime contractor in the past ten years.
2. The Contractor's superintendent or foreman assigned to this project shall have at least three years' experience supervising dirt road construction and maintenance projects.
3. State of California Class A General Engineering Contractor's license in good standing.
4. The Contractor shall have demonstrable experience implementing projects within budget that were subject to field fit and design modifications during implementation.

**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.** This is a lump-sum contract. Bids will be evaluated based on cost, project experience, past performance, qualifications of proposed equipment operators, integrity and capability of bidders, and probable level of service and convenience to the agency. All evaluation criteria listed above will be considered in contractor selection.

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

#### **G. BID FORMAT**

Bids should include the following:

- Cost estimate prepared on attached Bid Sheet (Attachment 8)
- Rate Sheet
- Proposed project schedule including sequencing
- List of relevant project experience, with contact information for references
- List of current certifications of staff assigned to project (e.g. Class A license)
- Experience of project manager, superintendent, foreman, and operators assigned to project
- Specifications of equipment to be used

- If you have completed work or submitted proposals to work with TRWC before, please list the most recent project or proposal.

No overhead or administration costs are allowed.

Bids must be submitted electronically in a single .pdf file, and should be no longer than 12 pages, including all attachments.

## **H. PAYMENT TERMS**

Funding sources for this project allow invoices to be submitted monthly after the start of construction. All efforts will be made by TRWC to expedite payment; however, no interest will be paid on overdue payments.

## **I. CONTRACT REQUIREMENTS**

**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.

**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.

**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.

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.

## **J. ATTACHMENTS**

1. [Project Vicinity and Locations](#)
2. [Map of routes for drainage improvement](#)
3. [Road logs of route drainage improvements](#)
4. [Map of specific features for road drainage improvements](#)
5. [USFS Details and Specifications](#)
6. [Scope of Work for Cabin Creek Drainage Improvement and Restoration](#)
7. [Resource Protection Measures](#)
8. [Bid Sheet](#)
9. [Required Fire Safety Plan](#)