

## Request for Bid

### **Phase 2 – East Martis Creek Restoration Project**

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

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 webpage.

RELEASE DATE: April 21, 2021

In 2021, 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 lead for the project is the Truckee River Watershed Council (TRWC). The Truckee Tahoe Airport District (TTAD) and Sierra Pacific Industries (SPI) are landowners and project partners.

**Location.** The project takes place on the Waddle Ranch Preserve in the Martis watershed, just southeast of Lake Ella (also known as Dry Lake). The project is primarily on land owned and managed by TTAD, with a smaller portion on neighboring SPI property. Access to the site is through a locked gate.

**Project Overview.** The purpose of the project is to restore natural drainage paths, reduce erosion, and enhance habitat. A former logging road and diversion ditch are impacting a natural ephemeral drainage, resulting in excess erosion and sedimentation to Lake Ella, and degraded natural habitat. Implementation actions include:

- Restoring 600 linear feet of ephemeral drainage.
- Regrading and decommissioning 600 linear feet of road and diversion ditch.
- Installing 2 water bars, 3 log weirs, 9 rock step pools, 2 berms, and 2 boulder/log barriers.
- Salvaging boulders, rocks and logs onsite.
- Revegetation and site stabilization

Please refer to the Attachment 1 for construction detail, typicals of project features, staging, access, revegetation, etc. No dewatering is required for this project.

This project is among several restoration opportunities identified by the Martis Watershed Assessment completed in 2012. Please refer Attachment 2 for further detail. The current project is identified as Disturbance Sites B and 16, and Project Grouping 1.

**Permits and Environmental Compliance.** The Project is covered by the following regulatory permits and environmental compliance documents:

- CEQA Categorical Exemption
- State Water Resources Control Board NPDES Small Construction Permit
- Nevada County Grading Permit

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.

Native materials (logs, boulders, soil) are available onsite and noted in Attachment 1.

Materials provided by TRWC are:

- Seed mix

**Construction Oversight.** The Engineer or Engineer's Representative will provide project oversight and inspection, as described in Attachment 1. All parts of this project, including soil

preparation, earthwork, and planting, are subject to field design or refinement by the Engineer or Engineer's Representative, according to field conditions.

### **Expected Project Timeline.**

Approximate construction dates are expected to be June 14 – July 2, 2021. Construction dates may change based on inclement weather, or upon confirmed agreement between project manager(s) and contractor. Established construction dates will include mobilization, set up and removal of any construction equipment from the restoration site.

<b>Task</b>	<b>Deadline</b>
Pre-bid meeting (optional attendance)	May 3, 2021
Deadline for requests for additional information	May 4, 2021
Bids Due	May 10, 2021
Interviews	May 17, 2021
Contract Award	May 19, 2021
Pre-Construction Meeting	June 2, 2021
Construction start (estimated)	June 14, 2021
Construction Completion (estimated)	July 2, 2021

### **B. 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 can 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.

**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.

**Equipment.** Equipment will be chosen to minimize resource impacts. 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. 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 TTAD/SPI 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 TRWC.

Spark arresters will be required on equipment for fire prevention. The contractor will need to address fire capabilities to the satisfaction of the TTAD and SPI.

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.

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

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

Upon completion of the Project, all areas will be blended with the natural topography and treated through restorative actions.

Project area is in the vicinity of actively used public recreation sites. Contractor will work to ensure TTAD operations are not impacted and 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.

### **C. OPTIONAL PRE-BID MEETING**

An optional pre-bid meeting and tour of the project site will be held on Monday, May 3<sup>rd</sup> from 1:00 PM to 3:00 PM. To attend, register with Michele Prestowitz at [mprestowitz@truckeeriverwc.org](mailto:mprestowitz@truckeeriverwc.org) by 5PM Friday, April 30<sup>th</sup>.

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

All requests for additional information or clarifications after the pre-bid meeting shall be submitted via e-mail to [mprestowitz@truckeeriverwc.org](mailto:mprestowitz@truckeeriverwc.org) by 5PM Tuesday, May 4<sup>th</sup>. Responses will be posted at [www.truckeeriverwc.org](http://www.truckeeriverwc.org) in the "News" section, and emailed in our weekly E-Currents newsletter Wednesday, May 5<sup>th</sup>.

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

Bids must be received **by NOON on MONDAY MAY 10<sup>TH</sup>**. Bids must be submitted electronically in .pdf format. All materials must be contained in a single file. Send bids to [mprestowitz@truckeeriverwc.org](mailto:mprestowitz@truckeeriverwc.org).

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

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

1. The Contractor shall have completed a minimum of three channel restoration projects as the prime contractor in the past ten years. Example projects must demonstrate experience working in natural channel restoration, road decommissioning, grade control construction, and revegetation.
2. The Contractor's superintendent or foreman assigned to this project shall have at least three years' experience supervising channel restoration projects which included earthwork, grade control structures, and site stabilization.
3. State of California Class A General Engineering Contractor's license and Class C-27 Landscaping Contractor's license, both in good standing.
4. Work experience – minimum three (3) example projects showing montane (>4000 feet elevation) meadow, floodplain, or riparian restoration work in the past 10 years. Submit a minimum of five (5) representative photographs showing operations for each project, including earthwork, grade control structures, and revegetation/site stabilization.
5. The Contractor shall have demonstrable experience implementing restoration 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.** 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.

#### **G. 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, natural channel restoration, road decommissioning, grade control construction, habitat improvement, and revegetation/site stabilization.
- Cost Estimate prepared on attached Bid Sheet (Attachment 3)
- Rate Sheet
- Proposed project schedule
- 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
- 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 for work completed. It is expected that payment can be made within 30 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.

## **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, Truckee Tahoe Airport District, and Sierra Pacific Industries 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.

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

#### **ATTACHMENTS**

1. [Phase 2 – East Martis Restoration Project Design](#)
2. [Martis Watershed Assessment](#)
3. [Bid Sheet](#)
4. [Sample Contract](#)