

Request for Bid

Upper Lacey Meadow Restoration Project

The Truckee River Watershed Council is seeking construction bids for the Upper Lacey Meadow Restoration Project

Lead: Truckee River Watershed Council

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Partners: Truckee Donner Land Trust & U.S. Forest Service - Tahoe National Forest

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RELEASE DATE: September 1, 2021

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.

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 Truckee River Watershed Council (TRWC). The project partners are the Truckee Donner Land Trust (TDLT) and the U.S. Forest Service – Tahoe National Forest (USFS).

Purpose. The purpose of the Upper Lacey Meadow restoration project is to restore and enhance a 99-acre meadow and 3,500 feet of natural stream channel. The project entails construction of woody debris jams, grading and channel fill, riffle construction, and revegetation. Project work will take place starting August 1, 2022.

Location. The project takes place primarily on land owned by the Truckee Donner Land Trust, with some project elements located on U.S. Forest Service – Tahoe National Forest lands. The project is largely in Sierra County, with some work occurring in Nevada County. Upper Lacey Meadow is located to the south of Webber Lake (Figure 1). Access to the Upper Meadow is via Meadow Lake Road. The project site is accessible to the public via foot, either from the gate off Meadow Lake Road, or the Lacey Valley trailhead at Webber Lake.

Project Overview. The project was identified for restoration through the Lacey Meadows Assessment (Att. 3). Upper Lacey Meadow is currently a 72-acre meadow, reduced from a 99-acre meadow. Lacey Creek and tributaries through the meadow exhibit characteristics of excessive sediment supply – both from natural and anthropogenic sources. Anthropogenic sources include streambed and bank erosion associated with road capture, increased runoff from roads, grazing impacts, and channel modifications or diversions.

Lacey Creek appears to have been diverted at the upstream end of Upper Lacey Meadow between 1955 and 1966, likely through the construction of one or more gravel push up dams (Att. 2) combined with road capture (Att. 2). The creek now flows through a straight channel along the edge of the meadow, and then rejoins the historic alignment approximately 2,500 feet downstream. Prior to 1955, the channel had a meandering planform through the meadow. At present, the meadow adjoining the former channel is very dry and has been impacted from sheep grazing. Conifer encroachment is prevalent. Wildlife values have been severely degraded through these past manipulations.

The complete restoration of Lacey Meadows will take place in two phases – restoration of the Upper Meadow and restoration of the Lower Meadow. The timeline for restoration of the Lower Meadow is unknown at this time.

The goal of the Lacey project is to restore and enhance 99 meadow acres to improve late season base flow, increase resilience against climate change, and restore habitat for sensitive status species.

This goal will be met through the following objectives:

- Restore natural hydrologic function across 99 acres, resulting in:
 - Late season base flow measurably improved;
 - Groundwater elevated to within a meter or less of meadow surface during growing season (meadow plant rooting zone);
 - Restored groundwater table feeds stream channel in late season;
 - Improved floodplain connectivity;
- Restore up to 3,500 feet of natural channel
- Restore 27 acres of mountain meadow vegetation that has converted to upland habitat;
- Increase hydrologic support to enhance and maintain an additional 72 meadow acres;
- Implement grazing practices that protect restoration work and maintain ecological function of meadows and streams;
- Improve water quality to support aquatic life;
- Increase avian diversity within project area;
- Increase carbon uptake in meadow habitat through restoration;

- Improve resilience to climate change by reducing impacts of flooding;
- Improve resilience to climate change by providing high elevation meadow habitat for sensitive species; and
- Increase knowledge of meadow restoration.

Schedule. Construction is scheduled to start August 1, 2022 and be completed by October 1, 2022.

Work. Attachment 1 contains the 65% Design Plans for Upper Lacey Meadow. The Design Basis Memo is included as Attachment 2. It is anticipated that 100% Design Plans will be available prior to the pre-bid tour.

The 100% Design will not be substantially different from the 65%. The 100% plans will include more detail on cut/fill limits, the revegetation plan, a road-drainage crossing detail, and additional detail on tree harvest.

Implementation actions generally include:

- Install and maintain Best Management Practices;
- Establish access roads, including repairing damaged stream crossing;
- Salvage and stockpile any vegetation from construction areas;
- Generate trees for debris jam construction (with rootwads and without);
- Construct debris jams;
- Excavate and fill at several locations;
- Construct riffles;
- Install buried grade control logs;
- Site revegetation and stabilization;
- Decommission access routes; and
- If needed, install localized dewatering/diversion system.

It is anticipated that all materials will be generated on-site.

Refer to Attachment 1 for construction details, typicals of project features, staging, access, etc.

Stream diversion/dewatering. Much of the construction work takes place in remnant channels that currently receive no active flow although some construction will take place in the existing channel of Lacey Creek. It is anticipated that Lacey Creek will be mostly dry during construction. However, localized water may be encountered. Some dewatering or diversion may be necessary to ensure water quality protection.

The contractor shall provide a Dewatering and Diversion Plan (DDP) three weeks prior to construction when site conditions are known. The DDP shall include descriptions of the installation and decommissioning sequences of the diversion system components, how accumulated water in the work areas (groundwater seepage, stormwater or leakage through diversion structures) will be accommodated, energy dissipation and sediment control structure at the diversion discharge point, and consideration of potential backwater effects upstream of the diversion and upstream of the discharge point.

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

- CEQA Initial Study/Mitigated Negative Declaration for Lacey Meadows Restoration Project;
- NEPA Categorical Exclusion for Lacey Meadows Restoration Project;
- USACE Section 404 Nationwide permit;
- Lahontan Regional Water Quality Control Board Section 401 Water Quality Certification;
- State Water Resources Control Board NPDES Construction General Permit;
- California Dept. of Fish and Wildlife Section 1602 Streambed Alteration Agreement; and
- Sierra County Grading Permit.

The CEQA document and 401 Permit are included in this bid package (Att. 4 and 5). Other permits will be made available to the selected contractor.

Construction Oversight. Work will be observed by the Engineer or Engineer’s Representative as described in Attachment 1. All parts of this project, including site preparation, earthwork, structure construction, and revegetation are subject to field design or refinement by the Engineer or Engineer’s Representative, according to field conditions.

Expected Project Schedule

Task	Date
On-site pre-bid meeting (mandatory)	September 24, 2021
Deadline for requests for additional information	September 28, 2021
Bids due	October 1, 2021
Interviews	October 6, 2021
Contract award	October 12, 2021
Construction start	August 1, 2022
Construction completion	October 1, 2022
Warranty period completion	October 31, 2024

B. WORK REQUIREMENTS

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. Staging and access will be limited to areas shown on the Design Plans (Att. 1). Any proposed deviations from these areas must be approved by TRWC.

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 areas designated by the Engineer or Engineer’s Representative. When fueling must be done at a construction area, the Contractor shall designate a site(s) and obtain approval from the project Engineer. 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.

Water quality concerns require that equipment be free of all operating fluid leaks. The Contractor will be required to submit a spill prevention plan prior to mobilization 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 follow USFS Activity Level restrictions as related to fire.

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. Contractor shall provide erosion control materials/BMPs and seeds. It is anticipated that other construction materials will be generated on site (trees, gravel, rock, willows, fill, etc.).

Construction water. Sources for construction water will be discussed at the pre-bid meeting (Section C, below).

C. PRE-BID MEETING AND BID SUBMISSION

A **mandatory** pre-bid meeting will be held on-site, Friday September 24th, 2021. The pre-bid meeting will be from 9 AM – noon. The meeting location is at the TDLT gate off Meadow Lake Road (see Figure 2). Attendance at the pre-bid meeting is a prerequisite for submitting a bid.

Bids must be received by 5:00 P.M. on October 1, 2021. Bids must be submitted electronically in .pdf format, all materials must be contained in a single file. Send bids to: bchristman@truckeerverwc.org

D. REQUESTS FOR ADDITIONAL INFORMATION

Requests for additional information or clarifications will be accepted after the pre-bid meeting (Section C) and shall be submitted via e-mail to Beth Christman at bchristman@truckeerverwc.org by 5 PM September 28, 2021.

Responses will be sent via e-mail to all participants in the pre-bid meeting, posted at www.truckeerverwc.org in the “News” section, and emailed in our weekly E-Currents newsletter.

E. 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 wetland and stream restoration projects prime contractor in the past ten years. Example projects must demonstrate working in sensitive wetland areas, natural channel restoration, floodplain restoration, construction of debris jams (or similar structures), riffle construction, and revegetation.
2. The Contractor’s superintendent or foreman assigned to this project shall have at least three years’ experience supervising restoration projects which included channel restoration, debris jam construction, and revegetation.
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, revegetation, and 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 may 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 deemed 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.

F. 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, earthwork, revegetation/site stabilization, and invasive weed control.
- Proposed project schedule
- Cost prepared on attached Bid Sheet (Attachment 6)
- 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
- If you have completed work or submitted proposals to work with TRWC before, please list the most recent project or proposal.

Bids packages are limited to 40 pages, including all attachments.

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.

G. 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.

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, the Truckee Donner Land Trust, and the US Forest Service, 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 Sierra County will apply.

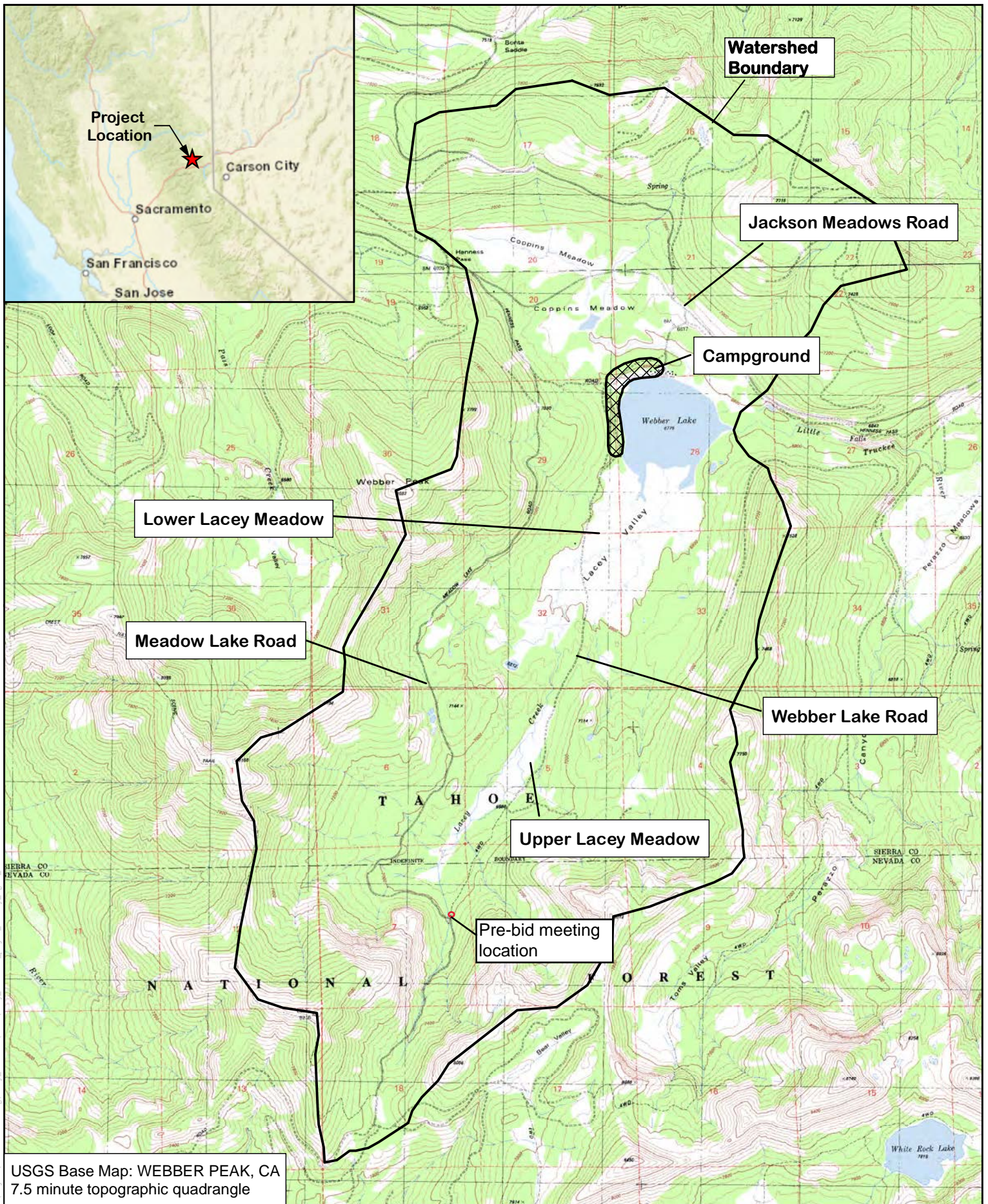
Qualifications. Contractor must possess a valid California Class A General Engineering Contractor's license and a valid California C-27 Landscaping Contractor's license.

Audit. Auditors of the State of California will have the right to examine the records of the Contractor relative to the goods, services, equipment, materials, supplies, or other assistance provided to TRWC for the Project for a period of three years after project completion.

Non-Discrimination. During the performance of this Agreement, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Contractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) *et seq.*), and applicable regulations (California Code of Regulations, Title 2, Section 7285 *et seq.*). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Contractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Contractor has a collective bargaining or other agreement, and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section.

I. ATTACHMENTS

- Attachment 1. 65% Design Plans – Upper Lacey Meadow
- Attachment 2. Basis of Design Report, Lacey Meadows
- Attachment 3. Lacey Meadows Assessment
- Attachment 4. Lacey Meadows Restoration Project Initial Study/Mitigated Negative Declaration
- Attachment 5. 401 Water Quality Certification
- Attachment 6. Upper Lacey Meadow Bid Sheet



Source Data: USGS (2020)
Map Date: 12/22/2020



0 2,500 5,000
Feet

Figure 1
Lacey Meadow Restoration Project - Project Vicinity
Sierra & Nevada County, CA

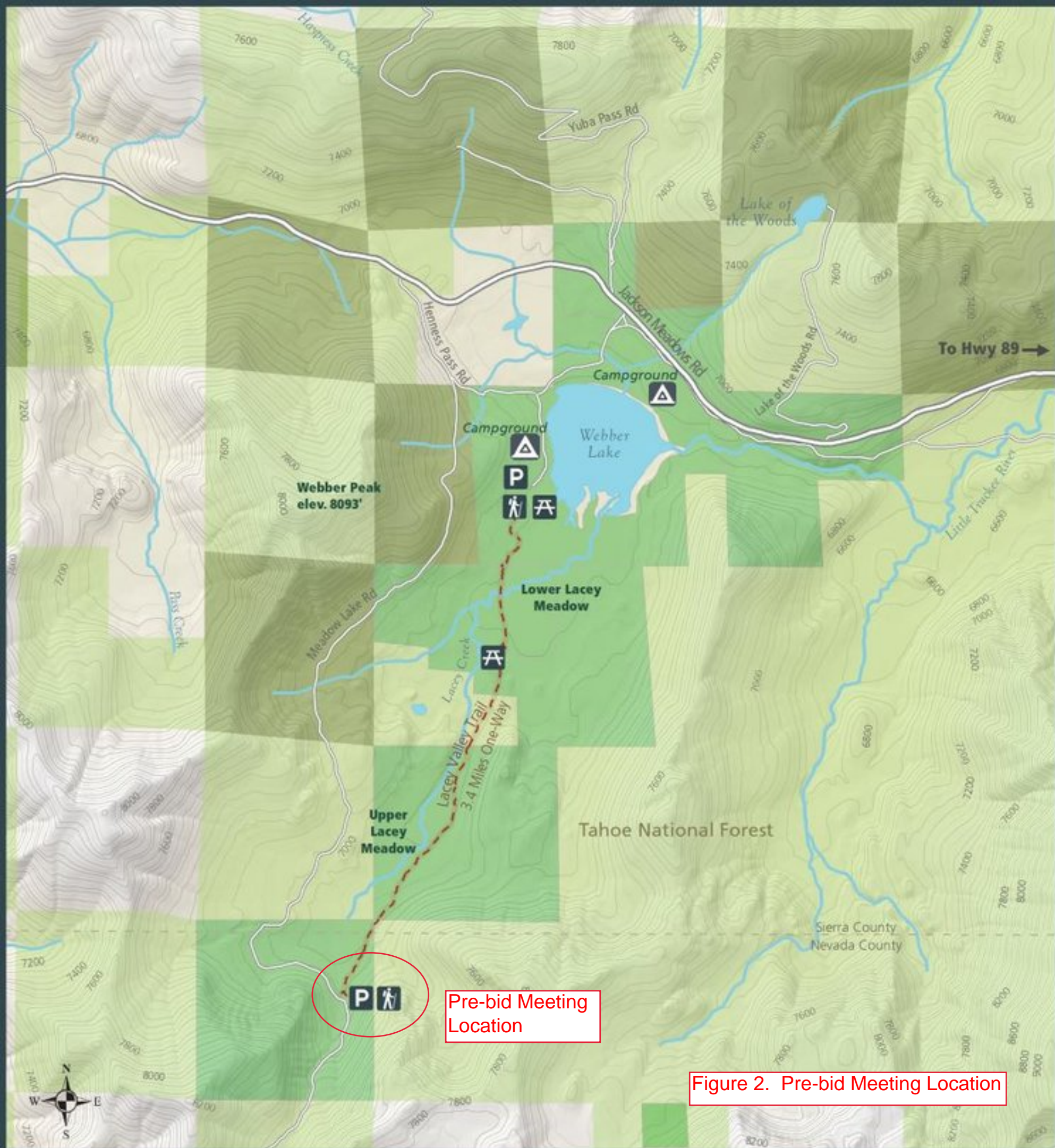


Figure 2. Pre-bid Meeting Location

Webber Lake - Lacey Meadows




	Trail		Conservation Easement held by TDLT
	Trailhead		TDLT Property
	Picnic Area		US Forest Service Land
	Parking		



Map updated 2/21/2017
Basemap design by GreenInfo Network
www.greeninfo.org

