



Coastal San Luis Resource Conservation District

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Request for Bids

Los Osos Wetland Restoration Project



Responses Due:

5pm PDT, Tuesday, July 6th, 2021

Contact:

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Introduction

This request for bids pertains to a habitat restoration project that will restore natural floodplain connectivity and upland coastal dune scrub habitat. The Coastal San Luis Resource Conservation District (hereafter referred to as 'District') owns the property where the project is taking place and will be the project lead, providing general project oversight.

One contract will be awarded for general construction activities described in detail below. One contract will be awarded to a conservation crew for revegetation, vegetation management and general construction support. These activities are referenced in this document, however the Contractor is not required to include these activities in their bid. Coordination between the selected contractor and conservation crew will be required for several bid items as described in the subsequent bid documents.

The activities included under the general construction contract are separated into two phases. Phase I includes the majority of the activities described below. Phase II includes the final bullet point: Decommissioning of access road between culverts and homestead as well as the access road to a residential well. This includes decompacting, seeding and mulching/slashing the access route. Existing PG&E utilities adjacent to the homestead and residential well must be removed before this activity can be completed.

The project objective of floodplain reconnection and coastal dune habitat restoration will be achieved through the following three components and is described in detail starting on page 6 under Scope of Services:

Breeching approximately 400 linear feet of earthen levee to reconnect Warden Creek flows to the adjacent floodplain.

- Removal of dense poison oak and blackberry cover, and approximately 60 large willows
- Spoils will be spread on upland area in 18" layer

Removing three perched culverts that are considered barriers to fish passage, and replacing them with a low water rocked crossing.

- Removal of dense poison oak and blackberry cover, and approximately 10 large willows
- Coordination with conservation crew for temporary stream diversion/dewatering.
- Federally listed steelhead, Tidewater goby and CRLF habitat exists. Contractor must coordinate with biological monitors

Demolishing and removing existing homestead and agricultural infrastructure for the restoration of 1 acre of upland coastal dune habitat.

- Asbestos is present in homestead structure and must be removed by a certified professional
- Tribal cultural resources may be present. Contractor must coordinate with Tribal monitors.
- Federally listed Morro shoulderband snail habitat exists. Contractor must coordinate with biological monitors.
- Decommissioning of access road between culverts and homestead as well as the access road to domestic well. This includes decompacting, seeding and mulching/slashing the access route. Existing PG&E utilities adjacent to the homestead and domestic well must be removed before this activity can be completed.

Estimated Project Cost

Cost of project implementation should not exceed \$417,000. The contract will be awarded as a lump sum. Change orders will be considered on a case by case basis. Contract funding will be sourced from three distinct federal and state funding sources: State Coastal Conservancy, the Wildlife Conservation Board, and USFWS National Coastal Wetland Program.

Compliance Measures

Environmental: Due to the presence of special-status species, construction of this project will include 100% monitoring oversight. Contractor must work with qualified on-site monitors and be willing to adjust scope and/or stop work based on input from project participants to avoid and further protect resources. The District will ensure project activities meet the requirements of all permits but the contractor must also be familiar with all requirements. A contractor binder will be developed and kept on site at all times that includes hard copies of all permits and associated documents. Best management practices (BMPs) are embedded within various permit documents and will be consolidated and included with the contractor binder.

Equipment: The contractor is responsible for having the equipment in sound and tight mechanical condition (no hydraulic, fuel, or oil leaks) at all times during the course of construction. Project participants (District, Waterways, monitors) reserve the right to inspect all prospective equipment prior to contract award, require the contractor to replace unsatisfactory equipment and/or cancel this contract at any time. Upon contract award, the contractor shall have a 2 day grace period to replace or repair faulty equipment. The contractor shall furnish all fuel, lubricants, and make repairs at his/her own expense including

labor, material, parts, and other expenses to maintain the equipment and its appurtenances in good repair. Project partners are not responsible for wear and tear on equipment or its appurtenances, or for loss or damage to the equipment arising from the performance of the contract.

Prevailing Wages and Record Keeping: This is a prevailing wage job. Contractor will need to submit documentation of prevailing wages with payment applications. Contractors are required to maintain accurate daily records of time spent on construction tasks.

Mandatory Pre-Bid Conference

A pre-bid conference will be held on Monday, June 14th, 2021 at 10am at the Project Site, 1951 Turri Road, San Luis Obispo, approximately 1.2 miles from the intersection of Turri Rd and South Bay Blvd. Note that there is no address visible from the road. Using GIS is recommended to locate the property.

Bid Documents

A complete set of bid documents and adenda can be downloaded online at <http://www.coastalrcd.org/resources/>. Complete sets of Bidding Documents shall be used in preparing Bids; The District does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Bid Due Date

Bids are to be submitted via email on or before 5pm PDT, Tuesday, July 6th, 2021. Email bid submittals to Hallie Richard, hrrichard@coastalrcd.org, with Los Osos Wetland Restoration Project as the subject. Bids will be privately opened. Requests for information are due by 5pm PDT on June 21st, 2021.

Anticipated Project Timeline

The anticipated start date for the project is September 6th, 2021 with substantial completion of phase I by October 31st, 2021. Project requires work within and near stream systems, which require this working window.

The project will be completed in two phases: Phase I includes breaching of the levees, replacing culverts with a low water rocked crossing, and demolition of the homestead. Phase II includes decommissioning of the access road leading to the homestead as well as the access road leading from the homestead to the residential well, and can only be completed

after PG&E has removed the existing utility infrastructure associated with the homestead and well.

Initiation of construction activities is contingent upon securing all regulatory permits and approvals. While it is unlikely, it is possible that unforeseen regulatory delays would postpone this construction to July 2022. In that case, the District and Contractor will negotiate a revised price.

Contractor Bid Contact

Please direct any questions regarding the bid submittal via email to Hallie Richard hrichard@coastalrcd.org. All questions will receive a response within one (1) business day. The question and its response will be circulated to all prospective bidders via email and compiled into an amendment at the discretion of the District and project participants. Each amendment will be numbered consecutively and will become part of this Request for Bids.

Sub Contractors

All bidders shall submit to the District a list of proposed subcontractors and Suppliers along with their Bid accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity.

Scope of Services

Grant funds from three distinct sources including the WCB, State Coastal Conservancy and US Fish and Wildlife Service, have been allocated for the selected Contractor to perform the following scope of work within the period of performance.

1. Mobilization/Demobilization

This task may begin on or after August 2nd 2021 but not until all regulatory approvals and permissions are secured, and will be coordinated with District staff. Contractor and conservation crew will clear the staging area (see sheet C2) and begin staging equipment. Following construction, Contractor and conservation crew will rehabilitate the staging area as close to pre-construction conditions as possible. District staff, with oversight from Contractor and Waterways engineer or District Engineer will flag project boundaries. Contractor will order and stage materials, including rock and erosion control BMPs. Conservation crew will begin harvesting willow stakes for revegetation.

2. Material Acquisition

Contractor will be responsible for the cost of all materials, including rock, seeds, and BMPs and will include those costs into their bid proposal. Conservation crew and District Staff will be responsible for seeding, mulching, and erosion control BMPs. The Contractor will be responsible for communicating with District staff and the freight/trucking company to coordinate rock delivery and timing for expeditious flow of work.

3. Clearing and Grubbing

Contractor will mechanically clear vegetation along the access road, access point to levee breach locations, and surrounding culvert removal and rocked ford crossing area. Contractor will remove approximately 60 large willows from the levees prior to excavation, and approximately 10 willows prior to removing the culverts. Clearing and grubbing will be supported by conservation crew using manual labor, chain saws and a chipper. Access road and levee access points must accommodate the dimensions of all heavy equipment used during the project including excavators and dump trucks. Biological monitors will be present during these activities to monitor for presence on

sensitive species. If sensitive species are identified, clearing and grubbing activities will stop until the biologist approves commencement.

4. Demolish Homestead Infrastructure and Placement of Fill

A residential structure, barn, outbuilding, and associated infrastructure (fencing, scrap) located on the upland portion of the project area, will be demolished and hauled off site by the Contractor. The residential structure contains asbestos in the front entry wall boards and roof shingles which will be removed and disposed of by a licensed asbestos abatement contractor following California guidelines. See asbestos report in Exhibit E. The wooden barn and small adjacent outbuilding were not found to contain asbestos. The residential structure is on a raised foundation set on pier blocks, the barn is on a dirt floor, and the outbuilding is on a concrete pad. In order to minimize ground disturbance, all infrastructure below grade, including pipes, pier blocks, and concrete pads, will remain in place. The contractor is responsible for all costs associated with the removal of asbestos, demolition of the structures, and the legal and responsible removal of all associated material from the project area, and may subcontract these activities out. The District will secure a demolition permit from SLO County for this work.

The structures are not considered historic resources, however the area is considered a sensitive Native American resource, and Tribal representatives will be on site monitoring during all ground disturbing activities within the upland portion of the project area. If any Native American resources are discovered, construction activities will cease until Tribal representatives approve commencement. The upland area is also considered habitat for the federally endangered Morro shoulderband snail. An approved biologist will monitor ground disturbing activities. If an individual snail is observed during, construction activities will cease until the biologist approves commencement.

Contractor will spread spoils from the levee breaching, culvert removal, and access road decommissioning across a 1-acre area on the upland portion of the project area, at a depth of approximately 1.5'. See sheet C4 of Design Plans in Exhibit A. The Contractor is responsible for ensuring that the fill is placed according to the design specifications. Conservation crew will install erosion control BMPs prior to fill placement.

Once all activities are complete, conservation crew and other volunteers will revegetate the upland area with a native seed mix specified by the District on sheet C7 of the Design

Plans. The Contractor is responsible for acquiring the seed mixture and costs should be included in the bid. The Contractor is not responsible for revegetation.

5. Decommission Residential Well

The Contractor will be responsible for subcontracting with a licensed well driller to appropriately decommission an abandoned domestic well. The Contractor will clear a temporary access road to access the well. See sheet C3 of Design Plans in Exhibit A. PG&E utility lines connect the well to the homestead. Decommissioning of this access road, including decompacting, seeding and mulching/slashing, after PG&E has removed the utility lines, will be part of phase II.

6. Levee Breaches

The Contractor, Waterways Engineers, and District Engineer will coordinate to identify precise extents of four 100-foot long levee breaches located parallel to the primary access road. See sheet C6 of the Design Plans in Exhibit A. The Contractor, with the support of conservation crew using manual tools, chain saws and a chipper, will clear vegetation within those identified extents. The Contractor, District Engineer and Waterways Engineers will establish elevations for excavation. Using a bulldozer and excavator (or equivalent equipment), the Contractor will excavate levee material (native soils) and haul the material to the upland portion of the project area to be spread in a layer not to exceed 1.5'. See sheet C4 of the Design Plans in Exhibit A. (see 4. above).

Conservation crew and District staff will be responsible for stabilizing all disturbed areas once excavation is complete. The Contractor is responsible for purchasing erosion control materials. The Contractor is not responsible for revegetation.

7. Dewatering/Rewatering

The Contractor will dewater a 180 linear foot section of creek channel where three culverts will be removed and replaced with a rock ford crossing prior to the use of any equipment in the area. See sheet C5 of the Design Plans in Exhibit A. Dewatering will follow CDFW and NMFS guidelines closely to protect sensitive species present, including Steelhead, California red legged frogs and Tidewater goby. Contractor and conservation crew will coordinate closely to dewater the area, constructing three diversion coffer dams, installing a diversion pipe or hose, and dewatering the area via pump. Sand bags will be filled and placed with conservation crew labor although the dewatering equipment

acquisition, and ongoing operation will be the responsibility of the Contractor with support from District staff. Project biologists will install fish block nets across the channel upstream of the diversion dam. Project biologists will check the diversion nets daily to ensure no sensitive species have become impinged. Once the rocked ford crossing has been installed, the Contractor and conservation crew will coordinate to rewater the segment of creek.

8. Removal of CMP culverts and installation of rocked ford crossing

Once vegetation has been cleared and grubbed and the creek segment dewatered, the Contractor will remove three perched CMP culverts. The Contractor is responsible for hauling culverts offsite and disposing of them. The Contractor will excavate additional road base and spoils will be hauled to the upland area of the project site to be spread. (See 4. above) The contractor will construct the rocked ford crossing to the specifications of the engineered plans with oversight from the District Engineer and Waterways Engineers.

An existing 6" PVC line conveys irrigation water to the neighboring property. The contractor is responsible for cutting this line, installing a T-valve on a riser for temporary irrigation upland, then burying it parallel and below the grade of the rocked ford crossing. See sheet C5 of the Design Plans.

Once the crossing is installed, the Contractor will coordinate with conservation crew to remove diversion dams and re-water the site as described above. Conservation crew and District staff will be responsible for stabilizing the site and revegetation. The Contractor is not responsible for site stabilization or revegetation.

9. Decommission Access Road

The contractor will decommission an approximately 280 linear foot section of access road leading to the upland portion of the project area. The Contractor will excavate the road to bring the level down to existing grade and spread the spoils across the upland portion of the project area. See sheet C4 of the Design Plans and 4. above. Once the road has been graded according to the design specification, volunteers will revegetate the area with a native seed mix specified by the District on sheet C7 of the Design Plans. The Contractor is responsible for acquiring the seed mixture and costs should be included in the bid. The Contractor is not responsible for revegetation.

It is essential to understand that this component of the project, referred to as phase II above, will be undertaken after all of the other project components are completed, and after PG&E has removed their utility infrastructure associated with the homestead area. Depending on PG&E's timeline, it is possible that this portion of the project will occur the year following completion of the other components.

Additional Contractors on Site

As noted in the Scope of Work described above, conservation crew will be responsible for revegetation efforts in the wetland areas and upland area. This work will take place after construction activities are complete.

Existing PG&E lines connect the homestead area, domestic well, and agricultural well to the adjacent properties. The District is coordinating with PG&E to remove the redundant lines and reroute the essential lines around the property. A timeline for this work has yet to be set, however the District will ensure that these activities do not impede the Contractors access to the site.

Diverse Pest Management Inc. will treat invasive species on the site before and after construction. Species include Cape ivy, Ice plant, thistle, and hemlock. These activities will not interfere with the Contractors scope of work.

Bid Submittal and Review

Evaluation & Selection Process

The District will not accept proposals delivered after the closing date and time. See cover page for contact information.

The District may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers, including interviews with Bidders. All bids received will be ranked by the District not only on cost effectiveness but by demonstration of contractor experience and qualifications to perform this specific project using a scoring matrix. The District reserves the right to waive any irregularity in a bid or to reject any or all bids. After ranking responses, the District may contact bidders and schedule an interview. The proceedings of the bid review process are confidential.

The costs of preparation and delivery of the bid proposal are solely the responsibility of the Bidder. By submitting a proposal, the Bidder agrees that it will not bring any claim or have any cause of action against any of the project participants based on any misunderstanding concerning the information provided herein.

In evaluating Bids, the District will evaluate the following criteria for selection of the contract. Selection Criteria:

- Written Qualifications (40% of Total Score)
 - Firm/Team Qualifications – 25%
 - Performance on previous jobs – 15%

Competitiveness of Cost (20% of Total Score)

- Technical Approach (40% of Total Score)
 - Project understanding – 30%
 - Critical issues – 10%

After evaluation, the District will enter into negotiations with the highest ranked bidder. Upon reaching agreement on the scope of work and total not-to-exceed prices for the project, the District will award a contract to the selected Contractor. The selected Contractor cannot commence work on any aspect of the project prior to execution of the District's standard Agreement.

Bid Submissions

The following items must be included in the bid package submittal. The submittal will be considered incomplete if the items below (at a minimum) are not included.

- Table 1 (Contractor Information);
- Table 2 (Certification of requirements and qualifications, initialed);
- Supporting documentation supplemental to Table 2;
- Table 3 (Bid Schedule); and
- Attended a site visit.

Bids missing any of the above information will be regarded as non-responsive and may be rejected.

Contractor Requirements and Qualifications

Please fill in general information in Tables 1, 2, and 3 and submit electronically to hrichard@coastalrcd.org. Any bid submission missing requested additional explanation/documentation will be considered incomplete. All bid materials must be received by 5pm PDT, Wednesday, July 6th, 2021.

Table 1: Contractor Information		
Company Name:		
Contact Person(s) and title:		
Physical and mailing address:		
Primary Contact Phone #:		
Email address:		
License(s) held:	License type/class	Number

Please initial next to each of the rows in Table 2 certifying that you can fulfill requirements and qualifications to perform this project if selected. Elements listed below will be included in and expanded upon in the pending contract between the District and the selected contractor. Bidders may be asked to expand upon or provide documentation of any of the items in Table 2. Bidders are encouraged to provide supplemental information with their bid materials upon submission to supplement their applications. *Items below in italics are supporting documentation/ justification that are required submittals that must be included with the bid package.*

Table 2: Certification of contractor requirements and qualifications*		
Requirement/ Qualification		Initials
Licensing	<i>Possesses current State of CA General Engineering Class A, Construction Specialty C12 license (include copy with bid submittal).</i>	
Bonding	Can secure performance bond in favor of the District (faithful performance [100% of contract value]; labor and materials	

	[100% of contract value]]. Bonding costs cannot be a line item and must be embedded in the bid.	
	<i>Furnish proof of past performance bond.</i>	
Insurance Coverage	Workers compensation (minimum statutorily required amounts).	
	<p>Automobile Liability Insurance for each automobile used, including owned, non-owned (e.g., owned by employees), leased or hired automobiles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policies will contain the following provisions:</p> <p>(i) District staff are to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work of operations, including completed operations, performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.</p> <p>(ii) For any claims related to the agreement, the Contractor's insurance coverage shall be primary insurance with respect to the District and not excess to any insurance of self-insurance of the District.</p> <p>(iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.</p>	
Debarment and Suspension	Comprehensive or Commercial General Liability Insurance in the minimum amount of \$ 2,000,000 combined single limit, including coverage for the following: bodily injury, personal injury, broad form property, contractual liability, and cross-liability.	
	Professional Liability in a minimum amount of \$ 1,000,000 per claim and in the aggregate. Agree to maintain coverage without interruption for 3 years after completion of services or termination.	
	Not suspended, debarred, proposed for debarment, or otherwise excluded from or declared ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension" or by any federal department and the California Department of Industrial Relations (DIR).	

	<i>Provide documentation that contractor is not on USEPA's List of Violating Facilities (40 C.F.R. Part 31.35; Gov. Code Section 4477) http://echo.epa.gov</i>	
	Not within a 3-year period preceding this document been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.	
	Not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in the previous paragraph.	
	Have not within a 3 year period had one or more public transactions (federal, state, local) terminated for cause or default.	
Labor Code/ DIR Requirements	Provide proof of Public Works Contractor (PWC) registration, or able to obtain.	
	Meet prevailing wage provisions of the Labor Code	
	Submit certified payroll records	
	Possible obligation to employ apprentice (TBD before contract).	
Experience requirements	Experience working in and around sensitive resources and implementing applicable avoidance and minimization measures/ permit conditions.	
	<i>Experience and aptitude with dewatering/ diverting creek flow in anadromous fish-bearing waterways.</i>	
	Familiarization with Exhibit C.	
	<i>Experience with grant funded projects.</i>	
	<i>Demonstrated experience with watershed enhancement/ creek enhancement projects.</i>	
	<i>Demonstrated experience coordinating and working with the California Conservation Corps</i>	
General requirements	Furnish all labor, tools, materials, and equipment necessary to complete this project.	
	Understand that this project is grant funded and although CSLRCD will try to expedite payments of invoices, 90 days could lapse between time of invoice and time of payment.	

	Acknowledge that contractor will work closely with conservation crew and as such will observe the highest level of safety and communication during implementation.	
	<i>Describe all personnel that will support work described in this Request. Provide brief statement of qualifications for each person listed. Identify any proposed sub-contractor and portions of work sub-contractor will perform.</i>	
	<i>List at least 3 client references (names and phone numbers). Letters of reference can be included with bid package submission.</i>	
	<i>Provide any additional material that describes your work.</i>	
* All items listed in above that are italicized must be included as supplemental documentation/ explanation with bid package submittal to be considered complete.		

Table 3 represents the bid schedule. The table reflects the components described in the scope of work above. Provide costs for each component based on the description. Please pay particular attention to table notes following the table.

Table 3. Bid Schedule						
Item No.	Specification		Estimated Quantity	Unit	Unit Cost	Total
1	015000	Mobilization (Phase 1)	1	LS		
2	015000	Mobilization (Phase 2)	1	LS		
3	015626	Boundary Fence	160	LF		
4	311100	Clearing and Grubbing	1	LS		
5	024100	Demolition	1	LS		
6	024100	Well Decommissioning	1	LS		
7	312319	Dewatering	1	LS		
8	312316	Levee Breaching	1,870	CY		
9	321540	Rock Ford Roadway	1,900	SF		
10	330531.13	6-inch Diameter Water Pipe and Fittings	196	LF		

11	330531.13	Irrigation Valve Assembly	1	LS		
12	024100	Roadway Decommissioning and Earthwork	1	LS		
13	015713.01	Fiber Rolls	2,000	LF		
14	015713.02	Silt Fence	100	LF		
15	329200	Phase 1: Supply Seed	40	Lbs		
16	329200	Phase 2: Supply and Install Seed and Mulch	0.5	AC		
Total						