

August 12, 2016

SUBJECT: Torres Martinez Desert Cahuilla Wetland Pond Rehabilitation Program
Notice Inviting Bid 16-01

ATTENTION: Prospective Bidders

Attached please find the subject Notice Inviting Bid (NIB). Proposals (bids) for this project must be emailed to the Salton Sea Authority (the Authority) at lseroy@ssajpa.org no later than noon on 9 September 2016.

All questions concerning this NIB must be submitted to the Authority staff to the above mentioned email no later than 26 August 2016. A site tour may be requested by email at this same address. August 23, 2016 at 9 am at the project site located at 72120 S. Lincoln Street, Mecca CA has been reserved for visits by prospective bidders who request a tour.

To submit your bid, please email a PDF file of the required documents identified in the NIB (signed and completed pages BS-1 to BS-3 and schedule).

Best regards,



Phil Rosentrater
GM/Executive Director



Palm Desert, California

SALTON SEA AUTHORITY

TORRES MARTINEZ

DESERT CAHUILLA WETLAND

POND REHABILITATION PROGRAM

August 2016

NOTICE INVITING BID 16-01

Phil Rosentrater – General Manager

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**TORRES MARTINEZ
DESERT CAHUILLA WETLAND
POND REHABILITATION PROJECT**

NOTICE INVITING BID

NIB-1. Receipt of Bids. Proposals (bids) for this project must be emailed to the Salton Sea Authority (the Authority) no later than noon on 9 September 2016.

To Email your bid: Send the required documents (signed and completed pages BS-1 to BS-3 and schedule) to lseroy@ssajpa.org.

Bids will be opened and evaluated at 1 pm on 9 September 2016, and the Salton Sea Authority intends to provide Notice-of-Award no later than 16 September 2016.

NIB-2. Location and Description of Work. The work to be constructed is located at the North End of the Salton Sea on Torres Martinez Land at 72120 S. Lincoln Street, Mecca CA.

The Salton Sea Authority (the Authority) requires the Pond Rehabilitation Project to remove native and invasive vegetation from a heavily vegetated area that has been identified as Pond 1 in the Torres Martinez Wetlands. The area has been dry and not functioned as a pond for approximately five years. The area to be cleared is about 10 acres in areal extent and is heavily vegetated with native and invasive tree and brush species.

The project is expected to begin at the conclusion of the nesting season, on or around 15 October 2016. The timeframe for completion of the project is approximately 60 days.

The proposed project is funded through grant money awarded to the Authority by the State of California Department of Water Resources (DWR) Financial Assistance Program (FAP, http://wwwdwr.water.ca.gov/saltonsea/habitat/final_list.cfm) through DWR Contract #4600010283 - Wetlands Habitat. Project specifications can be found in Attachment A; Site maps can be found in Attachment B, and photos of the site are provided in Attachment C.

The work will involve removal of individual salt cedar plants, arrowweed around the edges of the pond and dead cattails at the central island. It will be necessary to build a ramp from the outside of the "donut" to get heavy equipment into the center of that portion of the pond. Civil work will include but not be limited to small scale grading to construct access to the center of the pond, clearing of vegetation, and chipping of that vegetation and distributing it for appropriate uses on-site, or removal to a permitted landfill.

NIB-3. Pre-Bid Clarifications. Bid packages will be provided by email. All questions must be submitted to the Authority staff by email at: lseroy@ssajpa.org no later than seven (7) calendar days prior to the due date for bids. A site tour may be requested by

email at this same address. August 23, 2016 at 9 am at the project site located at 72120 S. Lincoln Street, Mecca CA has been reserved for visits by prospective bidders who request a tour.

NIB-4. Safety. Safety of all activities in connection with the work is of paramount and overriding importance to the Authority. The Tribe supports the California Occupational Safety and Health Administration (Cal OSHA) California Voluntary Protection Program (Cal VPP). Bidders on this project will be required to comply with and meet all applicable Cal OSHA requirements of Title 8 of the California Code of Regulations, including their current Injury and Illness Prevention Plan, T8 CCR Section 3203.

A safety conference shall be scheduled prior to construction to review the respective safety requirements and to discuss implementation of all health and safety provisions related to this project.

NIB-6. Contract Time. Time is of the essence. Each bid must be accompanied by a schedule of start and end dates for major tasks. The Authority requires that all project activities be completed within 60 days from Notice to Proceed.

NIB-7. Non-Discrimination. Bidders on this work will be required to comply with the provisions of the California Labor Code.

NIB-8. Prevailing Wages. Prevailing Wages are applicable to the Project, which is being managed by the Authority in conjunction with the Tribe. The Project will be subject to the following requirements upheld by the Authority.

The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The Authority has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the Authority, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Trade Contractor to whom the Contract is awarded, and upon any subcontractor under such Trade Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

A Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This project is a public works project as defined in Labor Code section 1720. Each Contractor bidding on this Project and all Subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations (“DIR”) and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the Authority or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

This project is subject to the Authority’s Labor Compliance Program in accordance to Labor Code 1771.5 and approved by the Director of the Department of Industrial Relations effective October 30th, 2015. The Labor Compliance Program shall be administered and enforced by Alliant Consulting, an approved third party. For questions or assistance with regard to the Labor Compliance Program, contact Christa Schott at (909) 792-8812.

This project has received Federal grant funding so therefore is subject to the requirements of the Davis-Bacon and related acts. The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract in full less legally required deductions and also deductions made pursuant to the regulations prescribed under the so-called “Kick- Back Statute” (48 Sta. 948; U.S.C. 875; 40 U.S.C. 276c).

Payment of prevailing wages shall be in full to each worker, and paid for the correct classification of the work being performed. The wage rates for the project shall be included in the Contract with the awarded bidder.

NIB-9. Ineligibility of Contractor or Subcontractor. Pursuant to Section 1777.1 and 1777.7 of the Labor Code, any contractor or subcontractor who is found by the Labor Commissioner to be in violation of certain provisions of law and is debarred for a specific period of time, is ineligible to bid or work on, or be awarded, a public works contract.

NIB-10. Payment Compensation. Contractor shall be compensated in proportion to the work completed during a billing period. Contractor shall submit to the Authority a periodic itemized statement which indicates work completed by task and other reports as required. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement.

Payments prior to satisfactory completion of all work required of this Agreement, shall not exceed, in the aggregate, ninety-five percent (95%) of the total earned to date. All retention shall be paid upon satisfactory completion of the Project, as otherwise provided herein.

NIB-11. Specifications: Project specifications and site plans are provided in Attachment A.

NIB-12. Basis for Award: The Authority shall award the Contract for the Project to the bidder submitting the bid determined to represent the best value taking into account both price and the bidder's qualifications. The Authority reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bid protests, if any, must comply with the requirements set forth in the Information for Bidders in order to be timely and considered by the Authority. Bids should include a proposed project schedule and statement of qualifications for the firm and project team not to exceed five (5) pages.

INSTRUCTIONS TO BIDDERS

IB-01. Form of Proposal and Signature. The proposal shall be submitted on the form provided. The Bidder shall state in words and figures the unit prices or the specific sums as the case may be, for which he proposes to supply the labor, materials, supplies, or machinery, and perform the work required by the specifications and drawings. In case words and figures do not agree, the words shall govern and the figures shall be disregarded. If the unit price and the total amount named by a Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention and totals will be corrected to conform thereto. The Authority reserves the right to correct any arithmetical errors.

IB-02. Preparation of the Proposal. Blank spaces in the proposal shall be properly filled. The phraseology of the proposal must not be changed and no additions shall be made to the items mentioned therein. Conditions, limitations or provisos attached to a proposal will cause its rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the Bidder. No proposal received after the time named will be considered.

IB-03. Best Value Bidder. In selecting the best value responsible Bidder, consideration will be given to the general competency of the Bidder for the performance of the work covered by the proposal, and the bidder's financial standing, if requested. A showing of adequate financial resources may be requested, but will not alone determine whether a bidder is competent to undertake the proposed work. The Authority shall be the final authority with regard to whether a bid is responsive to the call for bids and as to whether a bidder is a responsible and qualified bidder under the conditions of his bid.

IB-04. Equalizing Factors. Whenever applicable, equalizing elements or factors not specifically mentioned or provided for herein, such as costs of transportation, inspection (including salaries and travel and subsistence expenses), installation, and operation, or any other factor or element in addition to that of price which would affect the total cost or value will be taken into consideration in comparing bids for award of contract.

IB-05. Execution of Contract. A Bidder to whom the award is made shall execute and return a written contract with the Authority.

**TORRES MARTINEZ
DESERT CAHUILLA WETLAND
POND REHABILITATION PROJECT**

BIDDING SHEETS

The Contractor shall construct the project in accordance with the Specifications provided in Attachment A.

The Authority reserves the right to:

- A. Accept or reject any or all bids on this specification;
- B. Award Contract to the best qualified bidder, as described below; and
- C. Waive any defects and informalities.

The Authority shall be the final authority with regard to whether a bid is responsive to the call for bids and to whether a bidder is a responsible bidder under the conditions of his bid, or for any reason.

The total contract price shall include all work, materials and equipment needed to complete the project. The bidder shall include costs for such other items in the most appropriate category (bid item).

BASIS OF AWARD: The Authority shall award the Contract for the Project to the bidder submitting the bid determined to represent the best value taking into account both price and the bidder's qualifications. The Authority reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

RESPONDENT: The company and authorized agent information must be filled out and signature provided for the bid to be rendered complete.

(Name)

(Title)

(Signature)

(Company)

**SALTON SEA AUTHORITY
TORRES MARTINEZ DESERT CAHUILLA WETLAND**

POND REHABILITATION PROGRAM

BIDDING SHEETS (Page 1 of 2)

<u>Bid Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description (Unit Price Written in Words)</u>	<u>Unit Price (Figures)</u>	<u>Total Amount (Figures)</u>
1	1	LS	Create access routes to the outer and inner basins of the Pond 1 to allow access of equipment for vegetation removal _____ (words)	\$ _____	\$ _____
2	10	acres	Clearing of vegetation in approximately 10 acres from dry Pond 1. Provide Not To Exceed Total Price Based on Estimated Unit Quantity _____ (words)	\$ _____	\$ _____
3	1	LS	Chipping of all material removed to be stockpiled near the work site _____ (words)	\$ _____	\$ _____
4	1	LS	Treatment of vegetation with herbicide as specified _____ (words)	\$ _____	\$ _____
5	1	LS	Alternative 1 – Hauling and disposal of chipped material to an appropriate waste facility _____ (words)	\$ _____	\$ _____

**SALTON SEA AUTHORITY
TORRES MARTINEZ DESERT CAHUILLA WETLAND**

POND REHABILITATION PROGRAM

BIDDING SHEETS (Page 2 of 2)

<u>Bid Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description (Unit Price Written in Words)</u>	<u>Unit Price (Figures)</u>	<u>Total Amount (Figures)</u>
6	1	LS	Alternative 2 - Hauling and disposal of unchipped material to an appropriate waste facility _____ (words)	\$ _____	\$ _____
7	1	LS	ADDITION OR DEDUCTION _____ _____ (words)	Circle one: Addition (+) Deduction (-) \$ _____	

TOTAL NOT TO EXCEED BID FOR BID ITEMS 1-5 (and basis of award)	\$ _____
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COMPLETION AND ACCEPTANCE

CA-01. Inspection: The Work will be inspected by the Authority or its designee for acceptance upon receipt of the Contractor's written representation that the Work has been completed. If, in the Authority's or its designee's judgment, the Work has been completed and is ready for acceptance, it will so certify the completion of the work.

CA-02. Acceptance and Repair: Neither the final certificate of payment, nor any provision in the contract documents, nor partial or entire occupancy by the Authority shall constitute an acceptance of work not done in strict compliance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom.

CA-03. Warranty and Guarantee: The Contractor's warranty and guarantee shall include the entire Work and all parts thereof, including that performed and constructed by Subcontractors, Sub-subcontractors, and others employed directly or indirectly on and for the Work, against faulty or defective materials, equipment, or workmanship for a period of one (1) year from the date of the Authority's written final acceptance of the Work or such longer period of time as may be prescribed by the terms of any special guarantee or warranty required by the Contract Documents, or by law. The only exception to this guarantee shall be the equipment, which shall be guaranteed for one (1) year from the date each item of equipment, itself, is placed in service. The Authority will give notice of observed defects with reasonable promptness.

CA-04. Final Payment Declaration: Prior to final payment, the Contractor shall provide a declaration certifying that all labor and material has been paid for, together with releases from all subcontractors and materialmen, or documenting all outstanding obligations. Contractor shall also, in writing, waive all claims by the Contractor against the Authority, or document all outstanding claims.

CA-05. Payment Only In Accordance With Contract: The Contractor shall not demand nor be entitled to receive payment for the Work or materials, nor any portion thereof, except in the manner set forth in the Contract.

CA-06. Substantial Completion: At the discretion of the Authority, part or all of the project may be placed into operation prior to full completion of the work.

CA-07. Monies May Be Retained: The Authority may retain any monies which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages, as determined by the Authority, incurred by the Authority, for which the Contractor is liable under the Contract.

ATTACHMENT A: SPECIFICATIONS

- BI-1.** Create access paths to the outer and inner pond areas for equipment access routes.

The contractor will create a suitable access route to the outer pond area if necessary and one access route to the inner pond area. Dimensions and options will be detailed at the pre-bid walk. It is the contractor's responsibility to determine which potential access routes are most suitable for his/her equipment needs. The Tribe will assist in determining suitable areas for access routes. The access routes will be left in place at the conclusion of the efforts. Any soil removed will be evenly spread over the basin of the pond. Existing access roads will remain unaltered or repaired to pre-work conditions. Existing infrastructure, such as plumbing, will be detailed to the contractor and will be avoided in earthwork components.

- BI-2.** Clearing of all vegetation in the pond, and removal of the cleared material to a location on-site as determined by the Tribe. Vegetation on slopes and berms is to be cut at ground level to maintain stability, vegetation in pond basins can be removed completely.

- BI-3.** Herbicide treatment of salt cedar stumps within 3 feet below the anticipated water level, and any stumps above the anticipated water level. The anticipated water level will be indicated by the Tribe or the Authority. A State of California licensed Pest Control Advisor must make a written recommendation as to how to treat individuals in these areas, and such recommendation must be provided to the Authority prior to implementing this task. A State licensed pesticide applicator must be on-site when herbicide treatments are performed.

- BI-4.** Chipping of all material removed from the pond to be stockpiled in the vicinity of the pond.

All material removed will be chipped and stockpiled. If some biomass cannot be chipped, such as dead cattails, it will be stockpiled near chipped material. If BI-6 (Alternative 2) is selected, then performance of BI-4 (chipping) will not be necessary.

- BI-5.** Alternative 1 - Hauling and disposal of chipped material.

At the discretion of the Tribe, if chipped material is not desired for other uses the material will be hauled and disposed of an appropriate waste facility.

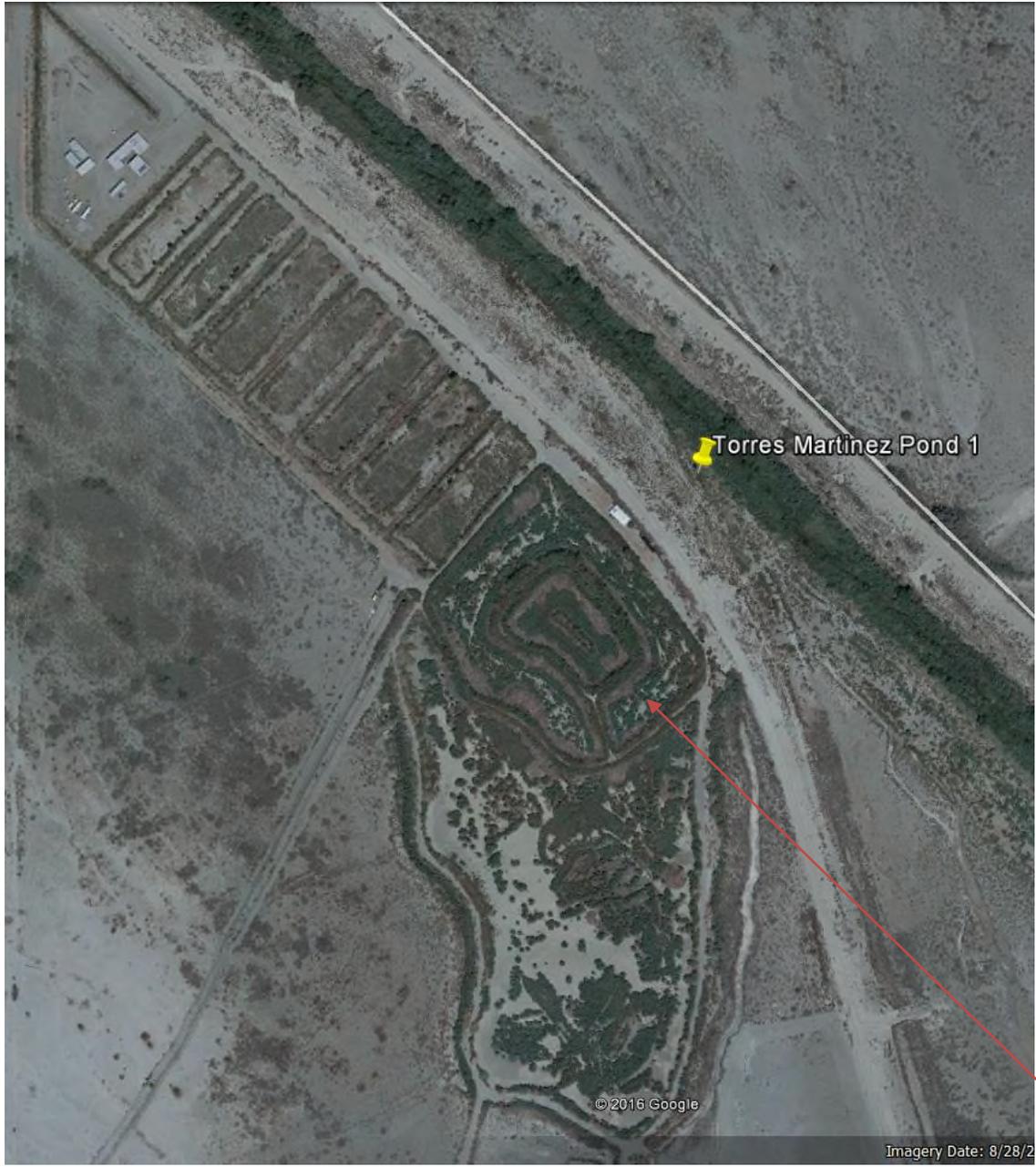
- BI-6.** Alternative 2 – Hauling and disposal of unchipped material.

At the discretion of the Tribe, if material removed is unchipped the material will be hauled and disposed of an appropriate waste facility

SITE PLANS AND EMBANKMENT PROFILE

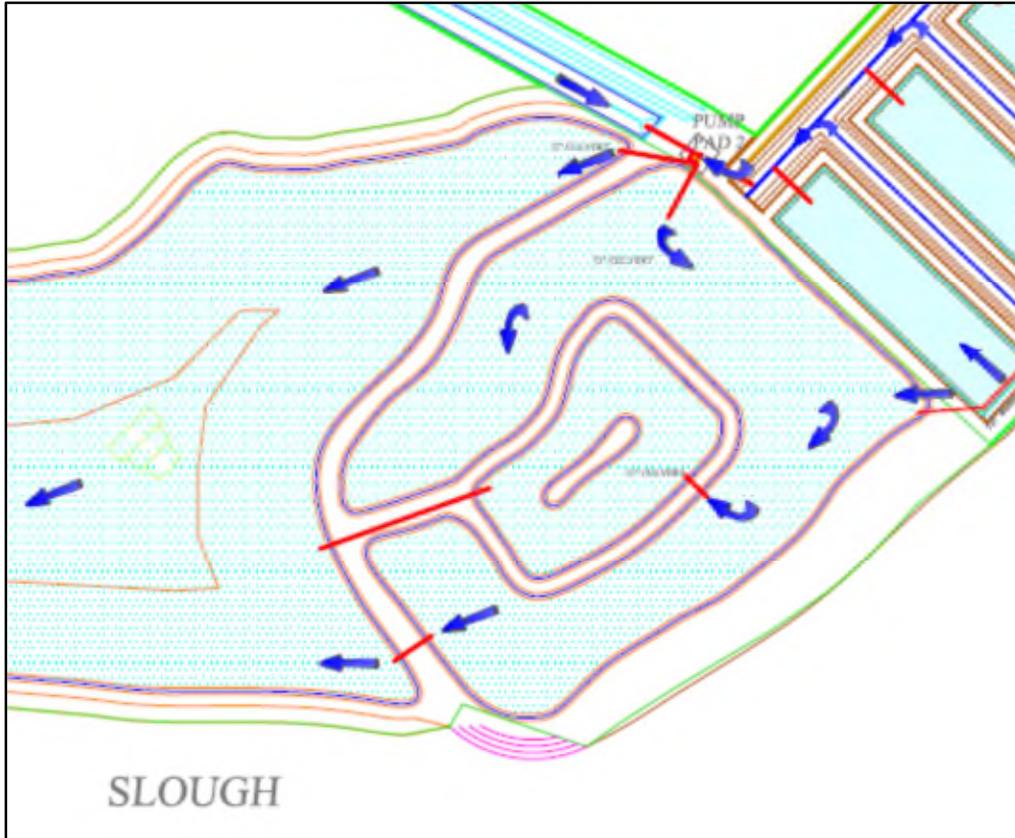


Location of project at south end of Lincoln Street, Mecca, CA

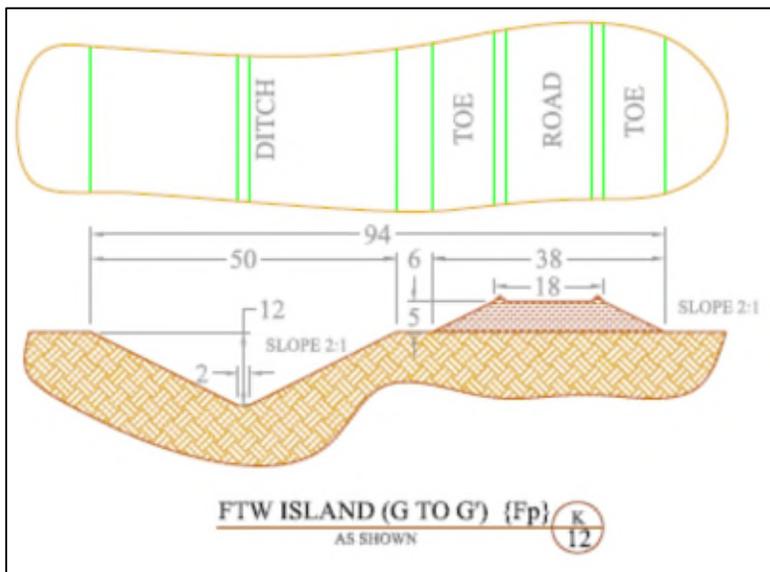


Pond 1

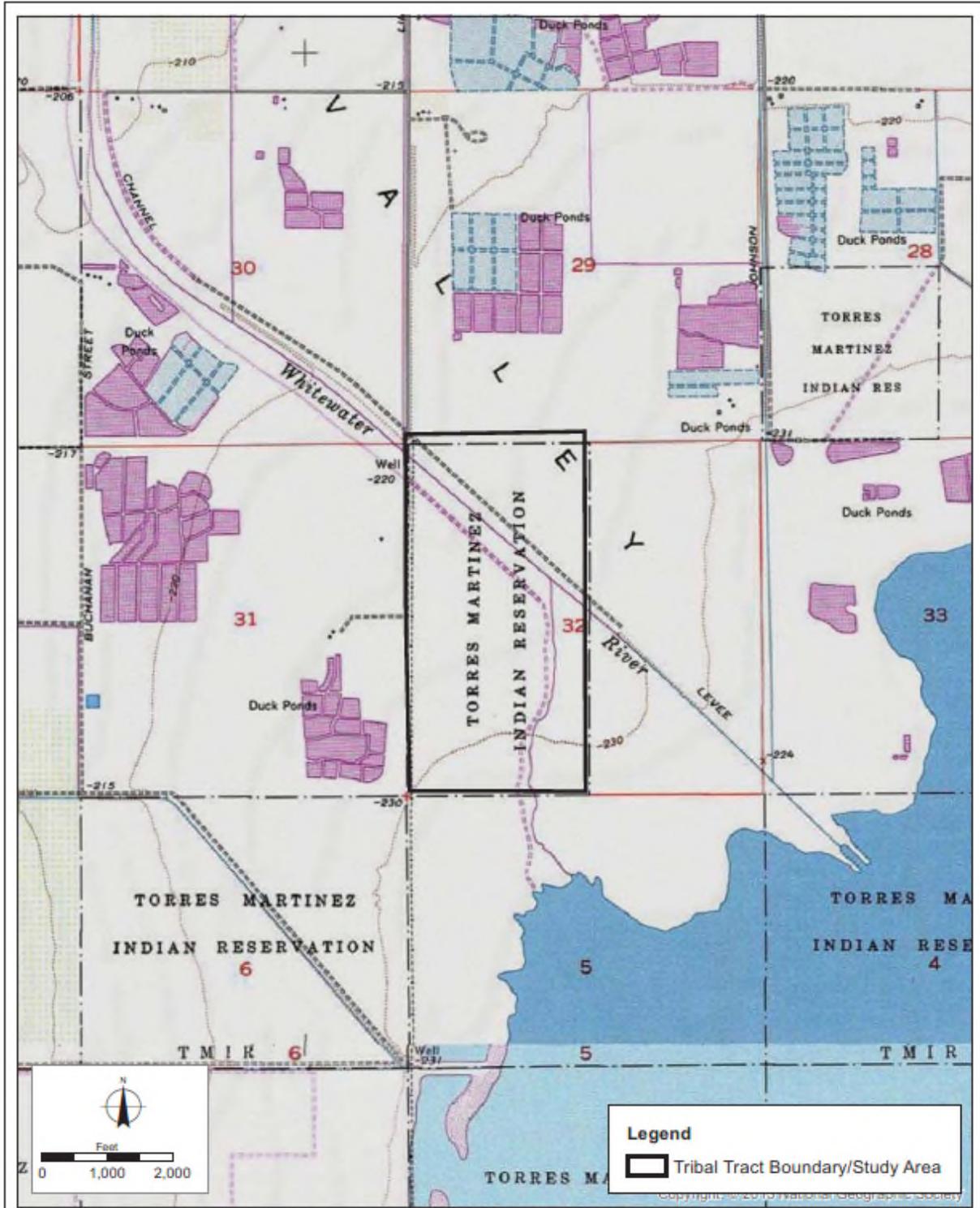
Pond 1 showing interior “donut”

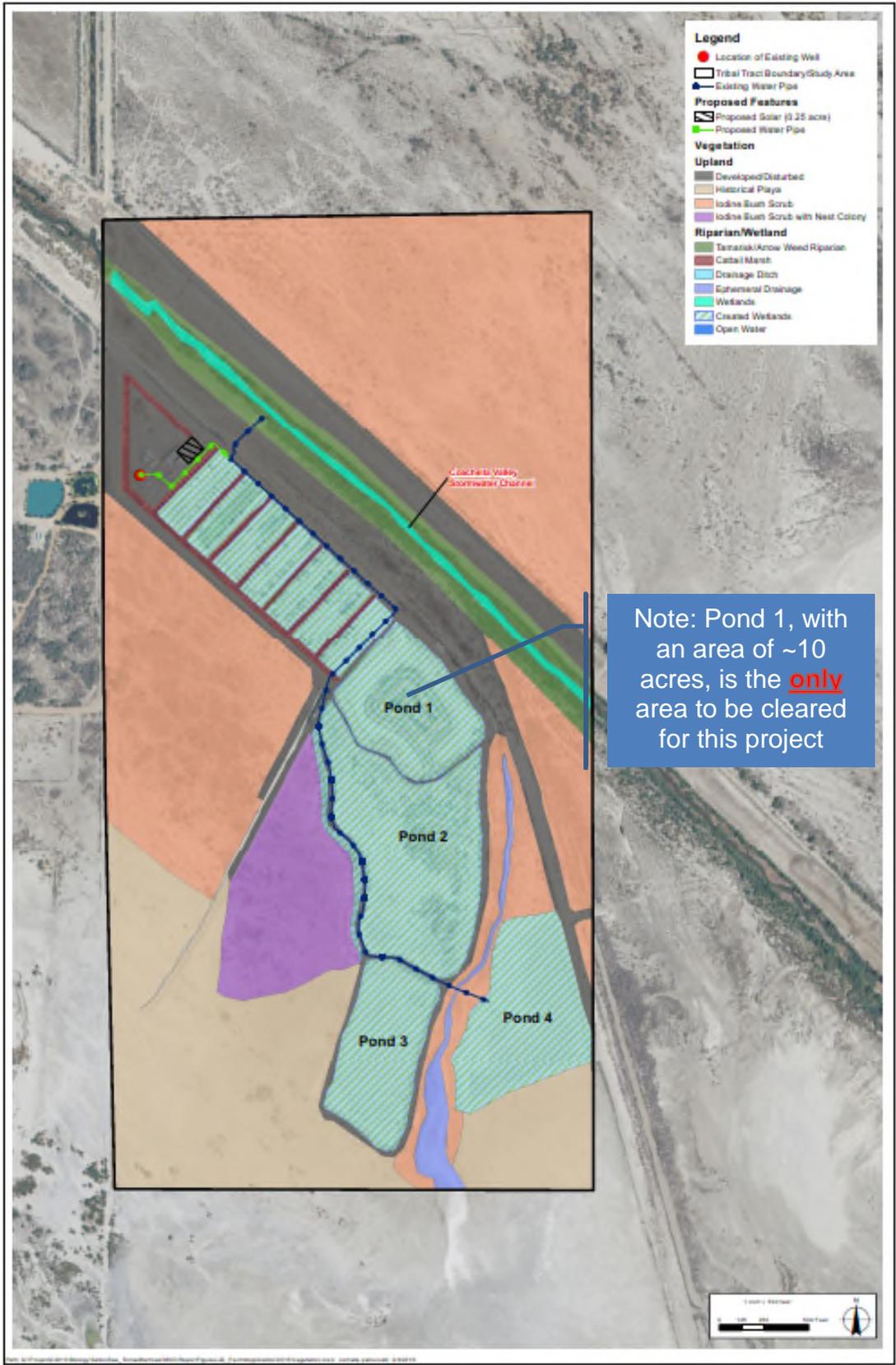


Schematic of Pond 1 showing location of pipes



Pond 1: Outside berm to center





amec foster wheeler

Vegetation Communities
Habitat Enhancement at the
Torres Martinez Wetlands
Salton Sea Authority

FIGURE
3

ATTACHMENT C: SITE PHOTOS

Site photos taken on 6/16/16, illustrating the brush to be cleared from Pond 1.



