

REQUEST FOR BIDS

Cattle Exclusion Fencing and Stock Water Installation: A Water Quality Improvement Project

Funded by grants from

California State Water Resource Control Board ("State Water Board") Nonpoint Source Pollution Control Program 319(h) Morro Bay National Estuary Program

Sponsored by the COASTAL SAN LUIS RESOURCE CONSERVATION DISTRICT

Distributed May 6, 2024 (revised)

1. Introduction

This project is being constructed by the Coastal San Luis Resource Conservation District (CSLRCD) using grant funding from funds received from the California State Water Resource Control Board ("State Water Board") Nonpoint Source Pollution Control Program. Additional public funds contributing to the project include the Morro Bay National Estuary Program (MBNEP).

The CSLRCD is a division of state government under Division 9 of the Public Resources Code, and is responsible for conservation of soil, water, and other natural resources.

For the purposes of the bid documents, the project owner is stated as the CSLRCD Board of Directors.

"Landowner" shall refer to the landowner on whose property the project is being implemented, Buckingham Ranch.

Work will be supervised by the CSLRCD.



2. Documentation

Attached to this Request for Bids are copies of the project and contract documents, including the following:

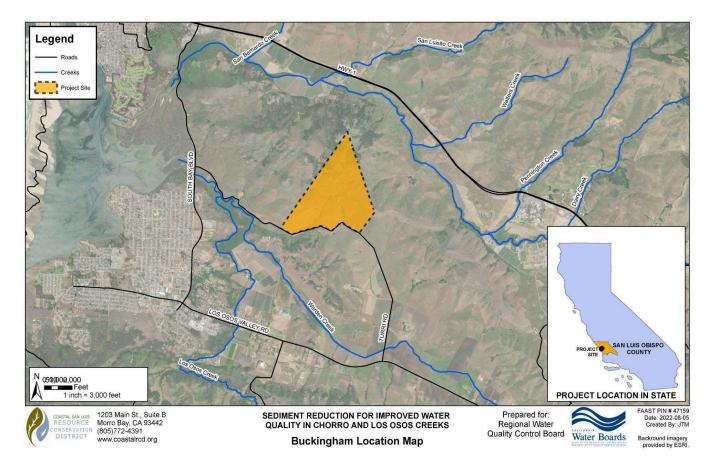
Exhibit A: Project plans Exhibit B: Proposal form Exhibit C: Bid Evaluation Form Exhibit D: CSLRCD Sample Contract Exhibit E: CSLRCD insurance requirements Exhibit F: Billing instructions for contractors Exhibit G: CSLRCD Best Management Practices for Construction

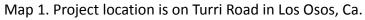
Bidders are expected to thoroughly examine and understand the contents of each of these documents, which contain pertinent and specific information regarding all aspects of project construction and administration. The Bid Evaluation Form (Exhibit C) will be used by the CSLRCD staff to objectively score all bids for presentation to the Board of Directors. Contract documents (Exhibits D and E) will be included in the final contract made between the successful bidder and the CSLRCD.



3. Location

The project proposed is Buckingham Ranch, San Luis Obispo County, CA. The project site is located at 2710 Turri Road, San Luis Obispo, CA 93405.





4. Scope of Work

The scope of work includes all equipment, labor and specified materials, except for materials for fencing. Fencing materials will be paid for directly by the landowner with guidance on quantities from the contractor. All other specified materials for stock water development are included in the contractor's bid. See **Exhibit A:** Plan and Specifications, to complete the following:

Permanent Electric Fence Installation: Installation of approximately 3,000 linear feet of single strand electric livestock exclusion fencing along a riparian corridor in the Morro Bay watershed on Cerro Alto Ranch owned by the Buckingham family. Fencing will be installed to reduce



livestock presence and allow for wildlife access. Installed fencing will tie into existing fencing and natural barriers to exclude cattle from riparian areas (see **Exhibit A**). One electrified gate will be installed over the road near the stock water installation.

Stock Water Installation: Implementation of one off-stream stock water trough development on the Buckingham ranch to reduce the animal impact on riparian resources. A concrete trough, level foundation, section of livestock pipeline, and appurtenances will be installed. The location of the trough is in close proximity to existing water lines, approximately 200 linear feet. The livestock trough and pipeline will follow Natural Resource Conservation Service (NRCS) Conservation Practice Standard (CPS) code 516 and 614 (see **Exhibit A**).

5. Project Cost and Funding

Funding for this project has been provided in full or in part by the United States Environmental Protection Agency and the State Water Resources Control Board ("State Water Board") under the Federal Nonpoint Source Pollution Control Program (Clean Water Act Section 319) and assistance agreement number 98T47301 to The Bay Foundation of Morro Bay. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or or commercial products constitute endorsement or recommendation for use.

6. Project Timeline

- A. <u>REQUEST FOR INFORMATION</u>: Requests for information can be directed to Hayley Barnes, <u>hbarnes@coastalrcd.org</u> using the subject <u>RFI Cattle Exclusion Fencing and Stock Water</u> <u>Installation</u>.
- BID SUBMISSION DEADLINE: Bids are to be submitted via email on or before 5pm PDT, Friday, May 15, 2024. Email bid submittals to Hayley Barnes, hbarnes@coastalrcd.org, with Cattle Exclusion Fencing and Stock Water Installation as the subject.
- C. <u>CONTRACT DATE</u>: A contract shall be formed no later than **May 22, 2024**. The successful bidder shall provide the required insurance and bonding information by this date.
- D. <u>WORK SCHEDULE</u>: Once a contract has been formed, work on the project may commence, with the following conditions:
 - i. All work is dependent on favorable weather conditions.
 - ii. Contractor shall coordinate the commencement of work with the CSLRCD.
 - iii. No work shall begin until authorized by the CSLRCD.



7. Prevailing Wages

This project is considered a public work or public improvement, and is therefore subject to prevailing wage and other requirements enumerated in Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code. Wage documentation, including certified payrolls, will be required of the contractor and subcontractors.

8. Registration Pursuant to Labor Code Section 1725.5

All contractors and subcontractors who will perform any portion of the work **must be currently registered at the time of bid submission** with the California Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5. Bids submitted by contractors, or including subcontractors, who are not registered will be rejected.

9. Inspections

All work performed on this project shall be subject to regular inspections by the CSLRCD. The Contractor shall not cover any work prior to these inspections. It is the Contractor's responsibility to contact the CSLRCD Project Manager to conduct required inspections. Inspections shall occur during construction and at job completion.

10. Private Property; Sensitive Areas

The project site is on private property that is not accessible to the public. Contractor shall take all precautions and measures necessary to protect the safety of residents, visitors and property. Contractor shall take all precautions and measures necessary to protect the environmental integrity of the site, including but not limited to the protection of all plants, animals, and aquatic life. See Exhibit G: CSLRCD Best Management Practices for Construction.

11. Licenses

To submit a bid on this contract, a current California Class A or Class B contractor's license is required.

12. Submission of Bids

Bids shall be submitted on the Proposal Form attached hereto (Exhibit B). Be sure to fill out the Proposal Form completely, including total bid amount and unit costs for the items listed, and provide references pertinent to the construction plans if possible.

NOTE: It is not necessary to include a copy of the entire RFB with the bid.

13. Evaluation of Bids

The CSLRCD will accept the proposal which is of the greatest advantage to the project and the CSLRCD. The CSLRCD has the right to reject any and all proposals and add alternates. The Bid Evaluation Form



(Exhibit C) lists the objective criteria that will be used to evaluate all bid proposals. **The CSLRCD is not required to accept the low bid**. District staff will award the contract to the lowest responsive and responsible party - per CSLRCD Purchasing and Bidding Policy

14. Contract and Payment

A lump sum contract will be awarded to the successful bidder for all work described in Exhibit A and the Scope of Work above. Submission of invoice for lump sum payment to the Contractor may be made following completion of work and final inspection, or progress invoices may be submitted for payment in accordance with the provisions described in Section 4. Billing/Payment of the attached Sample Contract (Exhibit D). Payment policy and instructions for vendors are attached hereto as Billing and Instructions for Contractors (Exhibit F).

15. Bonds

If the Contract value is greater than twenty-five thousand dollars (\$25,000), the Contractor shall provide a performance bond in favor of the CSLRCD in the amount of one hundred percent (100%) of the contract price.

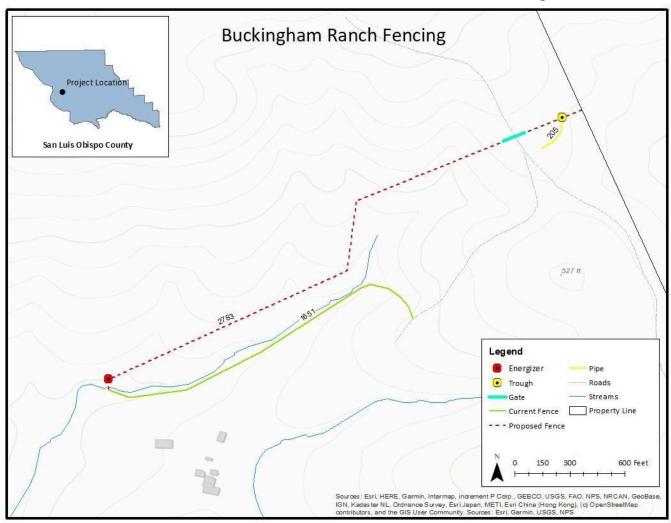
16. Federal and State Agency Grant Funding

This project is funded by a grant from the State Water Resources Control Board under the Federal Nonpoint Source Pollution Control Program (Clean Water Act Section 319). CSLRCD submits invoices for these grants on a monthly basis. The Contractors invoices will be paid upon receipt of funds from the grantor, a process that may take up to 60-120 days from the time of submission to the grantor by CSLRCD.

- Exhibit A: Project Plans
- Exhibit B: Proposal Form
- Exhibit C: Bid Evaluation
- Exhibit D: Sample Contract
- Exhibit E: CSLRCD Insurance Requirements
- Exhibit F: Billing Instructions for Contractors
- Exhibit G: CSLRCD Best Management Practices for Construction



EXHIBIT A Buckingham Ranch Permanent Electric Fence, Gate Installation and Stockwater Trough



Map 2. Topographic map of the 3,000 linear feet of fencing and stock water to be installed. The dashed red line represents the proposed fencing to be installed. The yellow line, labeled 'pipe,' is the proposed new later line, beginning at the approximate location of the existing waterline.

Fencing

I. SCOPE

The work shall consist of furnishing materials and installation of an electrical fence at the location as shown on Map 2. Permanent electric fences shall be High Tensile Wire (HTW)



constructed with the intent of being in place for the life of the practice, 20 years . Fences will have 1 strand of wire. The Contractor shall work with the landowner to identify all fencing material. The material will be purchased by the landowner. The materials shall be constructed to equal or exceed, in strength and durability in accordance with the following specifications:

II. Materials

A. Wire

Wire shall be a single strand of 12.5 gauge or larger with a minimum tensile strength of between 130,000 and 170,000 pounds per square inch (psi) galvanized (Type III) for steel wire. The wire may also be aluminum or copper and able to maintain the voltage of the equivalent galvanized high tensile wire. Wire will be attached to the posts by a method that allows wire to slip. Wires will be attached to stays in a manner that prevents stay slippage along the fence. Initially, tension wires to 200 lbs and adjust tension of each wire to maintain the wires at the appropriate height, as necessary. Wire heights and spacing are shown by intended use in Table 1.

- High tensile and a minimum of 12.5-gauge.
- Preferred wire height 32" above ground.
- Wire Fasteners: Staples shall be 9-gauge or heavier and have a minimum length of 1.5 inches, except 1.0 inch staples are allowed on very hard woods. Fasteners for use with steel posts shall be 12-gauge or heavier zinc coated wire.

B. Energizers

Electronic energizers of power fence controllers shall be installed according to manufacturer's recommendations. The energizers shall be high power, low impedance with appropriate peak voltage output a pulse that is less than 300 Amps in intensity, finished within 0.0003 of a second and at a rate of 35 – 65 pulses per minute. Energizers shall be provided with high impact weather resistant cases. Circuitry shall be solid state. Service modules shall be snap-in for fast field repair. A safety fuse to prevent over pulsing shall be provided. The system shall be 110 volt. In most cases battery operated energizers have a solar charger and in any case should be able to function for 3 weeks without substituting another battery. The energizer shall be capable of producing one joule for each mile of wire in the planned fence when average energy loss is expected.

C. Grounding

The energizer ground wire should be connected to a galvanized pipe or rod ½ inch or larger in diameter. Bury 3 feet of ground rod for each joule of energy output. Ground rods should be buried where soil remains moist for best results. Ground rods should be driven into the ground at least 10 feet apart when multiple rods are necessary to provide the required length of ground rod. Normally, individual ground rods will be driven no more than 6 to 8 feet into the ground. Connect a continuous ground wire from the energizer to each ground rod with aluminum or galvanized steel



clamp. If energizer terminals are not stainless steel or copper, do not use copper ground rods due to corrosion at the connection and subsequent loss of electrical continuity. Copper rods with copper wire may be used if energizer terminals are stainless steel or copper. Use copper clamps with copper wire and copper rods. Grounding rods should be connected to a charger with 12.5 gauge insulated wire and attached to the grounding rod clamps. For best results use 6 ft. long ground rods set 10 feet apart, hammered into moist soil when possible. If the fence area is going to be longer than 1500 ft., another ground rod needs to be included and connected to the wire every 1500 feet to be effective.

The ground wire(s) of the fence may be connected to the same ground as the energizer or to a separate ground with the same size and depth requirements. More ground rods may be needed for the system to function properly.

The ground wire(s) of the fence may be connected to the same ground as the energizer or to a separate ground with the same size and depth requirements. More ground rods may be needed for the system to function properly. Do not use the grounding system for other existing applications, such as power poles, breaker boxes and milk barns. At least 25 feet should separate the fence grounding system from any other grounding system.

D. Insulation and Insulators

Insulation used for positive charged wire(s) must be high- density polyethylene with ultra-violet stabilizer or high- density polypropylene with ultraviolet stabilizer.

Insulators for conductive material posts, end, corner and angle braces shall be high-density polyethylene with ultra-violet stabilizer, high-density propylene with ultra-violet stabilizer, or porcelain. All insulators shall be capable of withstanding 10,000 volts or more of current leakage. Red insulators attract hummingbirds and shall not be used.

E. Corners, Braces, and End Assemblies

Braces and end assemblies are required at all corners, gates, and angles in the fence line. Wood posts with a minimum top diameter of 4.0 inches set two feet in the ground with appropriate knee, deadman, angle, or H-brace.¹

F. Line Posts

Posts for one strand shall be long enough to be set at least 18 inches in the ground. Posts in dips shall be constructed so that they do not pull out of the soil. Posts 2 inches or smaller shall be anchored. Wood posts shall be set to a depth sufficient to resist pull out. Posts shall be at least 2 inches higher than the top wire on the fence. Spacing of the line posts and stays depends on the terrain and the number of wires. Maximum spacing is as follows:

¹ https://digitalcommons.usu.edu/cgi/viewcontent.cgi?article=3093&context=extension_curall



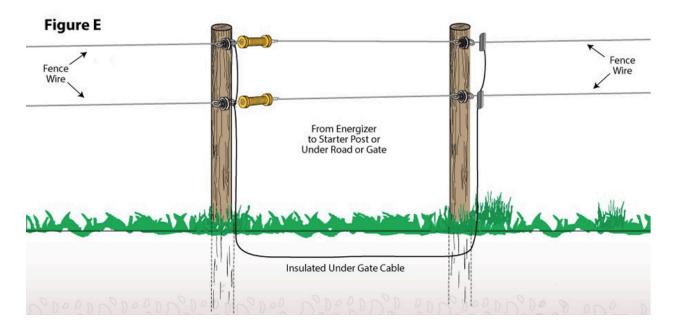
805-772-4391 | <u>www.coastalrcd.org</u>

- One or two wire fences may have line posts spaced up to 100 feet apart with no stays.
- In undulating terrain, space posts and stays as needed to maintain the fence height.

H. Gate

Electrified gates may be constructed of a single straight wire, galvanized cable, or polytape with an insulated spring loaded handle. The gate shall be constructed so that it is non-electrified when the gate is open.

All underground wires must be insulated for a mini- mum of 15,000 volts. Insulated underground wire should be specifically designed for high voltage electric fences. The insulation shall be high-density polyethylene with ultra-violet stabilizer or high-density polypropylene with ultra-violet stabilizer. Placing buried wire inside plastic pipe helps to decrease the likelihood of short circuiting.



IV. OTHER CONSIDERATIONS

Variations

Please note that the project scope is based on the CSLRCD's anticipated needs. The contractor can recommend alternate or more efficient approaches based on their professional judgment. Variations of special or non-conventional fencing systems that are acceptable when installed according to manufacturer's recommendations. Pre-approved variations from the above materials and specifications must be approved by the CSLRCD Project Manager prior to installation. Alternative fencing and bracing systems must meet expected life span of 20 years.

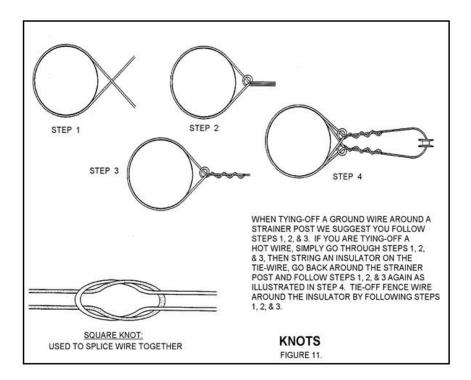


V. INSTALLATION

The installation of the fence shall conform to the figures and maps provided. All posts shall be placed to the required depth and shall be firmly embedded so that there is less than 1 inch horizontal movement at the top of the post when a horizontal force of 80 lbs is applied. The completed job shall be workmanlike and present a good appearance. The installer and other persons will conduct all work in accordance with proper safety procedures.

VI. BASIS OF ACCEPTANCE

After the fence has been installed, a site inspection will be made to determine if the materials and placement adhered to the specification.





STOCK WATER

I. SCOPE

The work shall consist of furnishing materials and installing a precast rectangular concrete watering trough with appurtenances to the dimensions and elevations described herein or as staked in the field. Stockwater development shall be installed with the intent of being in place for the life of the practice, 20 years. The materials shall be constructed to equal or exceed, in strength and durability in accordance with the following specifications:

II. SITE PREPARATION

The foundation area shall be cleared of all trees, brush, weeds, loose rocks and other materials not suitable for the subgrade. All loose surface soil shall be removed to undisturbed material.

III. FOUNDATION PREPARATION

The subgrade shall be excavated to provide for level finish surfacing thickness of at least 6 inches. The level foundation shall extend 8 feet around the trough. Unconsolidated subgrade soil shall be compacted and smoothed so that it is structurally stable. Rubber tired vehicles used for grading may be suitable for compaction.

IV. SURFACE TREATMENT AND TROUGH INSTALLATION

The trough shall be installed on the compacted subgrade and leveled and as required by the water facility manufacturer. Install an overflow pipe leading to a grassed area outside the foundation to prevent soil disturbance and erosion, should an emergency overflow occur, using schedule 40 pipe. Trench and pipe water source to the trough, see piping below. Install class 2 aggregate, ¾" minus base a minimum10 of 6 inches in the foundation around the trough.

V. TYPE OF TROUGH

A permanent precast concrete rectangular livestock trough with a capacity of >300 to 600 gallons is to be installed with all tank materials, tank plumbing and float valve. All watering facilities are constructed from approved durable materials that have a life expectancy that meets or exceeds the planned useful life of the installation and placed on a properly prepared foundation with required plumbing. All needed pipelines are to be installed using Livestock Pipeline (516), see below.

VI. APPURTENANCES

Include backflow prevention devices or an air-gap on facilities connected to wells or to domestic or municipal water systems. If an air-gap is used, it must be at least twice the inside diameter of the supply pipe or valve opening, or 1 inch, whichever is greater. Protect the outlet from damage and provide a stable outlet for the overflow. Direct overflow from the trough a grassed area as described in section IV above.



Install a float valve on the gravity-fed trough to avoid draining the water source. Protect valves and controls from damage by livestock, wildlife, freezing, and ice.

A wildlife escape structure/ ramp shall be installed to reduce risk of wildlife drowning. See Technical Note, below for approved designs. An effective escape device must:

- extend down into the water and meet the inside wall of the trough so animals swimming along the perimeter will find the ramp, rather than becoming trapped behind or beneath it or missing it entirely.
- reach to the bottom of the trough, so it will be effective even if water levels drop sharply.
- be firmly secured to the trough rim so it will not be knocked loose by livestock or other animals.
- be built of graspable, long-lasting materials, such as painted or coated metal grating, roughened fiberglass, concrete, rock and mortar or high strength plastic composites.
- have a slope no steeper than 45 degrees.
- Be located to cause minimal interference with livestock

VII. LIVESTOCK PIPELINE

Approximately 200 ft of pipeline shall be installed from existing water sources using high density polyethylene (HDPE). Joints shall be fused in accordance with the manufacturer's recommendations. Install buried pipe at sufficient depth below the ground surface to provide protection from hazards imposed by traffic loads, farming operations, freezing temperatures, or soil cracking, a minimum of 18 inches.

Valves and other appurtenances

Check valves and backflow prevention

Install a backflow prevention device or air-gap between pump discharge and the pipeline if detrimental backflow may occur. If an air-gap is used, the air-gap must be at least twice the inside diameter of the supply pipe or valve opening, or 1 inch, whichever is greater. Use approved backflow prevention devices on all pipelines where backflow may contaminate the source water supply.

TESTING

Pipelines shall be pressure tested by one of the following methods:

- A. Before backfilling, fill the pipe with water and test at the design working head or at a minimum head of 10 feet, whichever is greater. All leaks must be repaired, and the test must be repeated before backfilling.
- B. Pressure test at the working pressure for 2 hours. The allowable leakage shall not be greater than 1 gallon per diameter inch per mile. If the test exceeds this rate,



the defect must be repaired until retests show that the leakage is within the allowable limits, but all visible leaks must be repaired.

BACKFILLING

All backfilling shall be completed before the line is placed in service. For plastic or copper pipe, the initial backfill shall be of selected material that is free of rocks or other sharp edged material that can damage the pipe. Deformation or displacement of the pipe must not occur during backfilling. Plastic pipelines installed by the plow in method require surface compaction and shaping in addition to the normal plow in operations.

IV. OTHER CONSIDERATIONS

Variations

Please note that the project scope is based on the CSLRCD's anticipated needs. The contractor can recommend alternate or more efficient approaches based on their professional judgment. Variations of special or non-conventional fencing systems that are acceptable when installed according to manufacturer's recommendations. Pre-approved variations from the above materials and specifications must be approved by the CSLRCD Project Manager prior to installation. Alternative fencing and bracing systems must meet expected life span of 20 years.

TECHNICAL NOTES

U.S. DEPARTMENT OF AGRICULTURE

STATE OF WYOMING

NATURAL RESOURCES CONSERVATION SERVICE

BIOLOGY TECHNICAL NOTE NO. 41

March 2008

To: All Field and Area Offices

From: Paul Obert, State Biologist

WATERING FACILITY WILDLIFE ESCAPE STRUCTURES

This technical note provides approved designs for wildlife escape structures in watering facilities.

Because many species of wildlife drown in watering facilities, NRCS Standard 614, Watering Facility, requires installation of a wildlife escape structure in these facilities. The first design included in this technical note was developed by Rocky Mountain Bird Observatory (RMBO) and Colorado NRCS. This design has a wire ramp on all sides, making it easier for trapped wildlife to find the escape ladder. This design is suitable for facilities with straight sides. A modification to the RMBO design is included for facilities that have an overhanging rim. The final illustration is of a prefabricated fiberglass ramp that is also suitable for meeting the 614 Standard.

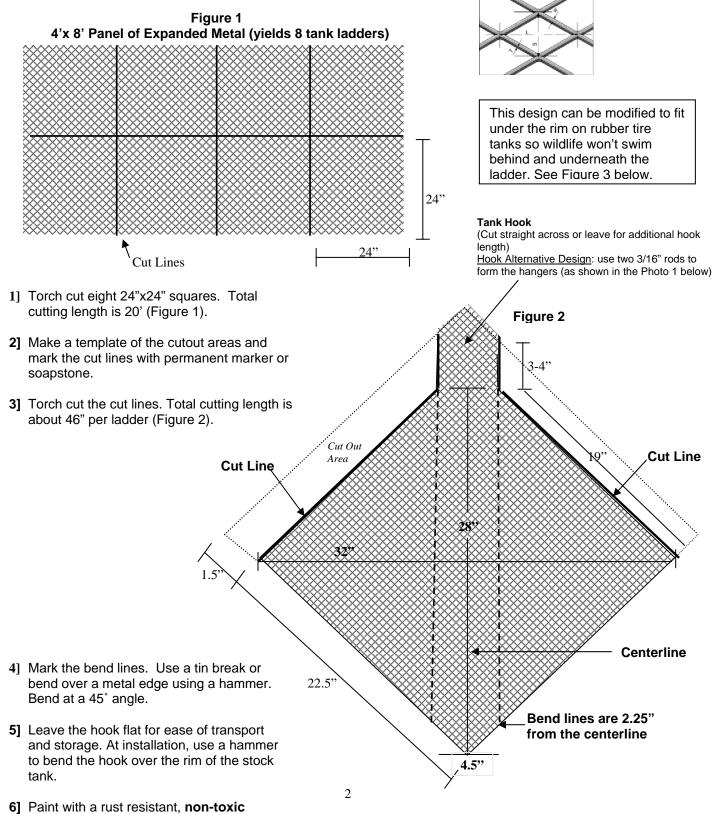
Additional information about wildlife-safe watering facilities can be obtained at Bat Conservation International. Their publication Water for Wildlife includes designs and instructions for the construction of inexpensive and effective wildlife escape structures along with fencing and bracing methods that enhance wildlife access while meeting livestock management objectives. Designs contained in these references can also be used to meet the Wyoming NRCS Watering Facility (614) Standard.

The RMBO design is superior to designs that consist of a flat ramp with open sides. The open-sided design often results in trapped wildlife swimming in circles around the perimeter of the tank, passing underneath the ladder until exhausted, then drowning. These types of open sided escape structures do not meet the intent of the 614 Standard. In addition to designs, the Water for Wildlife publication link illustrates structures that work and those which do not.

> Websites: RMBO – www.rmbo.org/ Bat Conservation International - www.batcon.org Water for Wildlife - A Handbook for Ranchers and Range Managers www.batcon.org/news2/pdf/bciwaterforwildlife.pdf (Depending on your version of Adobe Acrobat, document may not open. Type address directly into browser to access publication.)

Straight Sided Stock Tank Escape Ladder Design

Materials: 10 -14 gauge, flattened or regular, expanded metal. Recommend flattened expanded metal ³/₄"- #9. The design is somewhat diamond-shaped. The front ramp is 4.5" wide and 28" long which will touch the bottom of a 24" deep stock tank. The wings are bent down to a 45-degree angle and should touch the vertical wall of the tank. The top hook can be bent around the rim of either a metal or tire tank.

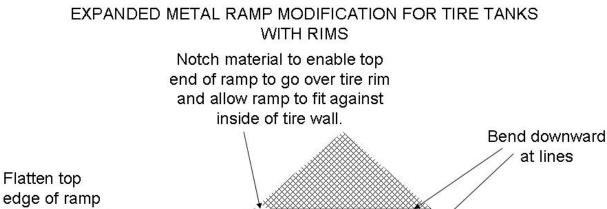


neutral color. 2 coats.

Photo 1: Installed Ladder



Figure 3



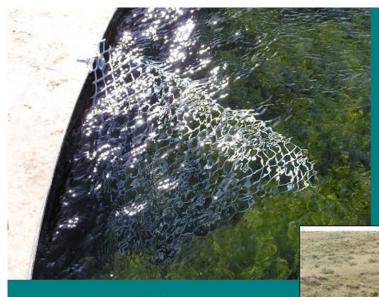
edge of ramp on tire rim and secure with a bolt or screw.

ramp

We expect that the length of the notch should be approximately equal to the depth of the rim.

tire





Field Application for

Expanded metal ramps

Needs for rubber tire tank:

Generator

- •Drill with bit and hex head bit
- ·¼" X 2" hex head screws with
- ·¼" X 1 ½" fender washers
- Pre-drill and attach with hardware

Needs for steel tank:

- Generator
- •Drill with bit
- two open or box end wrenches •¼" X 2" hex head bolts with nuts
- and •¼" X 1 ½" fender washers
- Pre-drill and attach with hardware



EXHIBIT B

Proposal Form

Cattle Exclusion Fencing and Stock Water Installation: A Water Quality Improvement Project

To: Board of Directors, Coastal San Luis Resource Conservation District

We, the undersigned, having familiarize ourselves with all project plans and local conditions affecting the cost of work to be done, along with the proposal and contract documents, hereby propose to provide and furnish all labor, materials, utilities, transportation, and equipment of all types and kinds and to complete the project as specified and described in Exhibit A.

We, the undersigned, agree to perform all of the above work to its completion and to the satisfaction of the Coastal San Luis RCD for the rates and prices for said work as indicated below.

We, the undersigned, understand that the contract is a lump sum contract. The Contractor cannot be paid over the not-to-exceed sum without a change order from the Coastal San Luis RCD. The Coastal San Luis RCD will not be responsible for any loss of anticipated profits due to reductions in the size of the contract.

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 (Bid Schedule); and
- Signed certification

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



Г

Contractor Requirements and Qualifications

Please fill in general information in Tables 1 and 2 and submit electronically to hbarnes@coastalrcd.org. Any bid submission missing requested additional explanation/ documentation will be considered incomplete. All bid materials must be received by May 10, 2024.

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



Table 2 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 2 Bid Schedule: Fencing						
		Estimated				
ltem No.	Item description	Quantity	Unit	Unit Cost	Total	
1	Mobilization	1	LS			
2	Hot wire fence including insulators, braces, corners and end assemblies*	3,000	LF			
3	Electric gate*	1	LS			
4	Energizer and ground wire*	1	LS			
5	Installation	1	LS			
Stockwater						
6	Mobilization	1	LS			
7	Trough	1	LS			
8	Appurtenances	1	LS			
9	Class 2 aggregate	10	CY			
10	200 ft pipeline	1	LS			
11	Installation	1	LS			
Total						

Total Bid (in words):



CERTIFICATION

I hereby certify that:

A. All of the statements herein made by me are made on behalf of:

	(i)	a corporation organized and existing under the laws of the State of California, governed by:		
		President		
		Vice-President		
		Secretary		
or		Treasurer	;	
01	(ii)	a partnership consisting of:		
or		and	;	
U	(iii)	an individual trading as:		
		in the County of, State of		
B.		noroughly examined the plans and specifications, contract documents and ems bound herein;	1 all	
C.		arefully prepared this Proposal form and have checked the same in detail ubmitting this bid;		
D.	D. I have full authority to make such statements and to submit this bid on the Company's behalf; and			
E.	The statem	ements herein are true and correct.		
Sig	nature	Date		
Ву				
Tit	e			



1203 Main Street, Suite B, Morro Bay, CA 93442 805-772-4391 | <u>www.coastalrcd.org</u>

EXHIBIT C

Bid Evaluation Form Buckingham Ranch Coastal San Luis Resource Conservation District

(NOTE: This is provided in the bid packet as an example to show bidders how bids will be scored. Please do not fill out – it will be completed by CSLRCD staff)

Contractor name:

#	Category	Score
1	Documented experience working with Resource Conservation Districts, NRCS or other public agencies (O or 2 points)1	
2	Contractor's primary business address is located within a 30-mile radius of the job site (0 or 2 points)	
3	Low bid (O or 1 point)2	
4	Cost considerations (0, 1 or 3 points)₃	
5	Documented experience with similar projects (stock water installation and cattle fencing) as demonstrated by list of completed projects and references (0, 1 or 3 points)4	
	•	

Total Score

Note: Categories 1 and 6 are determined by examining relevant project experience as provided by the bidder, including references.

¹ Yes = 2, No = 0

² Low bid = 1

³ Cost considerations are based on engineers estimate, and points are allocated as follows:

- □ More than 10% below designer's low range estimate = 3
- □ Within +/- 10% of designer's estimate = 1
- □ More than 10% above designer's high range estimate = 0
- ⁴ 5+ years of documented experience = 3

2 – 5 years of documented experience = 1

less than 2 years of documented experience or no reference provided = 0



EXHIBIT D

SAMPLE CONTRACT

Agreement beween the Coastal San Luis Resource Conservation District ("CSLRCD") and ("Contractor")

[List the Funding Grant Agency, Agreement # and Project]

Dated _____, 20____

1. RETENTION OF SERVICES: CSLRCD hereby engages Contractor and Contractor hereby agrees to perform for CSLRCD the services set forth herein for the compensation set forth herein, all pursuant to the terms and conditions in this Agreement.

2. SCOPE OF WORK: Contractor shall provide to CSLRCD the services described in "Exhibit A" of this Agreement, subject only to amendment by mutual written agreement of the parties. Contractor shall prepare a schedule, task and project budget for approval by the CSLRCD prior to the start of work. Contractor shall notify CSLRCD, in advance and in writing, of the need for additional services outside the scope of work, and include the need, cost and the estimated time required to perform additional service. Contractor must receive written approval from CSLRCD prior to the start of any additional work.

2. SCOPE OF WORK [ALTERNATIVE FOR CONTRACTS THAT HAVE ONGOING PROJECTS]: Contractor will act as on-call engineer (OR OTHER TITLE AS IS RELEVANT), and shall be responsible for completing tasks as defined by CSLRCD on a project-by-project basis. Contractor shall provide a schedule, scope of work and budget in advance of each project for approval by CSLRCD prior to the start of work. Contractor shall notify CSLRCD, in advance and in writing, of the need for additional services outside the scope of work, and include the need, cost and the estimated time required to perform additional service. Contractor must receive written approval from CSLRCD prior to the start of any additional work.

3. TERM OF AGREEMENT: This Agreement will become effective on ______ and will terminate in accordance with the provisions of this Agreement.

4. BILLINGS/PAYMENT:

- B. This is a lump sum contract. CSLRCD and Contractor agree that if additional services are needed, a mutually agreeable change order to this contract will be prepared.



- C. Payment in full shall be made to Contractor upon completion, final inspection of all project work and submission of a final invoice with receipts; or, progressive invoices may be submitted no more frequently than monthly and no less frequently than quarterly. Each invoice should be clearly labeled with the **Project Name ______ and Task ______.**
- D. Compensation shall be paid to Contractor within 30 days after CSLRCD has received payment from funding agency.

Invoice Approval: Jackie Crabb, 772-4391, <u>jcrabb@coastalrcd.org</u> Payment Processor: Shelly Rachels, 772-4391, <u>cslrcd@coastalrcd.org</u>

From time to time the payment of fees to Contractor by CSLRCD under this Agreement may be subject to change. Any such change or modification shall be in writing and signed by both parties.

[If applicable, add this Contract item. Be sure to renumber the following numbered items.]

#. PREVAILING WAGES: The **[Project name]** is being implemented by CSLRCD, a public agency, under a grant agreement with the [list funders]. This project is considered a public work or public improvement, and is subject to prevailing wage, training of apprentices and other requirements enumerated in Chapter 1 (commencing with Section 1770) of Part 7 of Division 2 of the California Labor Code. The project is subject to labor compliance requirements, and Consultant and all subcontractors will be required to submit all required documentation as a prerequisite to progress and final payments.

5. INSURANCE REQUIREMENTS: Contractor agrees to have and maintain the policies set forth in <u>Appendix A</u> entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by CSLRCD as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the CSLRCD. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

6. OBLIGATIONS OF CONTRACTOR: The Contractor shall perform this work as an independent contractor with exclusive control of the manner and means of performing the work agreed upon at the beginning of each project. Contractor agrees to provide his/her own tools, equipment and any other items necessary for the performance of the services specified. Contractor shall also be responsible for all costs and expenses incident to the performance of services for CSLRCD, including but not limited to, all costs of equipment, all fees, fines, licenses, bonds, or taxes required or imposed against Contractor's cost of doing business. CSLRCD shall be responsible for no expenses incurred by the Contractor in performing services for the CSLRCD, unless otherwise specified in this Agreement.



At Contractor's own expense, Contractor may employ assistants as is deemed necessary. CSLRCD may not control, direct or supervise Contractor's assistants or employees in performing services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses for him/her self and any assistants, including but not limited to all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

Contractor has no authority to act or make any agreement or representations on behalf of the CSLRCD or the applicant. All work performed by the Contractor shall be performed in accordance with sound and generally accepted professional practices, industry standards applicable for comparable projects and USDA's Natural Resources Conservation Services (NRCS) conservation practices.

Neither this Agreement, nor any duties or obligations under this Agreement, may be assigned by Contractor without the prior written consent of the CSLRCD.

[# ACKNOWLEDGMENT OF CREDIT AND SIGNAGE: if applicable, pull language from the Agency's Agreement]

7. TERMINATION OF SERVICE: This Agreement may be modified by agreement of both parties, or terminated by either party at any time upon 15 days written notice given to the other party. In the event of termination of this Agreement, Contractor shall be entitled only to any fees due for services rendered to the reasonable satisfaction of the CSLRCD through the last day of active work.

This agreement shall terminate immediately upon loss or expiration of any license(s) required by Contractor to perform the duties described in this Agreement, or upon loss or expiration by Contractor of any insurance required to be maintained by law and per this Agreement, including but not limited to workers' compensation insurance.

This agreement shall terminate immediately on the sale of Contractor's business, bankruptcy, or any other assignment of the duties, rights or obligations of Contractor under this Agreement without the prior express written consent of the CSLRCD.

8. NOTICES: All notices, requests, demands and other communication hereunder shall be delivered personally, or sent by registered mail (postage pre-paid), and addressed to each of the parties as follows:

Coastal San Luis Resource Conservation District 1203 Main St., Suite B Morro Bay, CA 93442 Attn: [CSLRCD Project Manager's Name]



[CONTRACTOR ADDRESS & CONTACT]

9. INDEMNIFICATION: Contractor shall hold harmless, defend, and indemnify CSLRCD and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the CSLRCD.

10. ATTORNEYS FEES: In the event suit is brought, or an attorney is retained by either party to this Agreement to enforce the terms of this Agreement, to collect any money hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys fees, as determined by an arbitrator, mediator or the court, arbitration, mediation or courts costs, costs of investigation and other related expenses incurred in connection therewith.

11. NONDISCRIMINATION AND COMPLIANCE WITH LAWS: Contractor shall comply with all applicable federal, state, and local laws, rules and regulation in regard to non-discrimination. Contractor agrees not to unlawfully discriminate, harass or to allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, ancestry age, marital status, physical disability, mental disability, medical condition, national origin and denial of family care leave.

12. GOVERNING LAW: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California and is entered into in the County of San Luis Obispo.

13. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties relating to the project and provision of services to the project. This Agreement supersedes all previous contracts and agreements and constitutes the entire understanding of the parties thereto.

14. SEVERABILITY: If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

15. WAIVER: CSLRCD's waiver of any term, condition, or covenant, or breach of any term, condition or covenant shall not constitute a waiver of any other term, condition or covenant, or the breach of any other term, condition, or covenant.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove set forth.



Contractor:

Signature

Print Name

CSLRCD:

Project Manager signature

Executive Director signature

Date

Date

Date



EXHIBIT E

Coastal San Luis RCD Insurance Requirements Contract Construction Services

Appendix A:

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability (CGL): covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: covering any auto used, owned, non-owned, or hired with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the CSLRCD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CSLRCD.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

CSLRCD, its officers, officials, State of CA, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

Primary Coverage

For any claims related to this contract, **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the CSLRCD, its officers, officials, State of CA, employees,



1203 Main Street, Suite B, Morro Bay, CA 93442 805-772-4391 | <u>www.coastalrcd.org</u>

and volunteers. Any insurance or self-insurance maintained by CSLRCD, its officers, officials, State of CA, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage and shall not be canceled, except with notice to CSLRCD.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the CSLRCD for all work performed by the Contractor, its employees, agents and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of B+:VII or better, unless otherwise acceptable to CSLRCD.

Verification of Coverage

Contractor shall furnish the CSLRCD with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the CSLRCD a minimum of five (5) days before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The CSLRCD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The CSLRCD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Insurer shall include on the certificate the description of the project: [List the Funding Grant Agency, Agreement **# and Project Name**]

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that CSLRCD is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided *for at least five (5)* years after completion of the contract of work.

Bonding

Where construction contractors are used, CSLRCD must not authorize construction to begin until each contractor has furnished a performance bond in favor of the CSLRCD in the following amounts: faithful performance (100%)



of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.

Special Risks or Circumstances

The CSLRCD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.



EXHIBIT F

Billing Instructions for Contractors

Process and timing

Invoices will be reviewed by CSLRCD staff before submission to grant funders. Invoices will be paid upon receipt of funds from the grantor, a process that may take up to 60-120 days from the time of submission to the grantor by the CSLRCD.

Invoice format

In order to be paid promptly, your billing should include these elements:

Name: Please list your legal business name.

Tax ID

Address: Please use the address where you want your check to be mailed.

Phone or email contact info

Invoice date: Use the date on which your invoice was written.

Billing period: Include a start and end date for the period of services provided.

Contract ID and job name: As listed on the contract.

Task: If your contract or work order shows that you will be performing more than one task specified in the budget, please break down the charges on your invoice by task.

Description: Provide a thorough but concise description of all work included on the invoice. Include a breakdown of equipment and labor rates, hours and dates worked, materials, subcontractors and other costs.

Electronic invoice submissions are preferred. Please send invoices to:

cslrcd@coastalrcd.org

hbarnes@coastalrcd.org

You can also mail your invoice to:

Coastal San Luis Resource Conservation District 1203 Main St., Ste. B Morro Bay, CA 93442 Attn: Shelly Rachels



EXHIBIT G

Coastal San Luis Resource Conservation District Best Management Practices for Construction

The project site is on private property. The contractor shall take all precautions and utilize all measures necessary to protect public safety and the environmental integrity of the site, including but not limited to the protections of plant, animal, and aquatic life. The following is an integral aspect of this constructions project:

Limitations on earthmoving:

- BMPs for construction period runoff and erosion control will be employed, including, but not limited to. silt fencing, fiber rolls, gravel bag berms, sandbag barriers, storm drain inlet protection, tracking controls, and stockpile management.
- Access to all sites must be reviewed with the landowners and CSLRCD. Exact location of access way, number of trips planned, and type of vehicles used shall be discussed. COntractor shall be responsible for repairing, at his own cost above and beyond the scope of work, any damage to property caused by access not approved by CSLRCD.
- Existing ingress or egress points will be used when possible.
- Placement of temporary access routes, staging areas, and other facilities shall avoid disturbance to wildlife habitat and shall be restored to preconstruction conditions or better.
- Trash, litter, construction debris, cigarette butts, etc., must be stored in a designated area approved by the inspector or removed from the site at the end of each working day. Upon completion of work, the contractor is responsible for removing all debris to the satisfaction of the inspector.
- Disturbance to existing grades and vegetation will be limited to the actual site of the conservation project and necessary access routes.
- Excavations left open overnight which pose a hazard public safety will be marked, and public exclusion measures will be taken, including temporary fencing where appropriate.

Limitations on construction equipment:

- No work will occur in flowing or standing water unless a dewatering plan is in place and has been agreed to by the CA Department of Fish and WIIdlife.
- When heavy equipment is used, care must be taken to avoid exiting septic system sites.
- The use or storage of petroleum-powered equipment shall be accomplished in a manner to prevent spillage of petroleum products and other hazardous and/or toxic materials. The following precautionary measures will be required:
 - All vehicles and equipment on the site must not leak any type of hazardous materials such as oil, hydraulic fluid, or fuel. Vehicles and equipment must be inspected and



approved by the inspector before use. Fueling shall take place outside of any riparian corridor.

- If applicable, a contained area located at least 50 feet from any watercourse will be designated for equipment storage, short-term maintenance, and refueling. If possible, these activities will not take place on the project site.
- > Vehicles shall be inspected for leaks and repaired immediately.
- Contractor shall have emergency spill cleanup gear (spill containment and absorption materials) and fire equipment available on site at all times. These items are to be reviewed by the inspector before construction begins.
- Leaks, drops and other spills are cleaned up immediately to avoid soil or groundwater contamination.
- > Major vehicle maintenance and washing shall be done off site.
- All spent fluids including motor oil, radiator coolant, or other fluids and used vehicle batteries shall be collected, stored, and recycled as hazardous waste off site.
- Dry cleanup methods (i.e. absorbent materials, cat litter, and/or rags) shall be used whenever possible. If water is used, the minimal amount required to keep dust levels downshall be used.
- > Spill dry material shall be swept up immediately.