

REQUEST FOR PROPOSALS

FOR THE

MADONNA CREEK FISH PASSAGE PROJECT PHASE I

Sponsored by the
SAN MATEO RESOURCE CONSERVATION DISTRICT

Distributed
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Request for Proposals Madonna Creek Fish Passage Project Phase I

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San Mateo County RCD Board of Directors
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REQUEST FOR PROPOSALS

Project Summary

The San Mateo Resource Conservation District (RCD) completes creek habitat enhancement projects throughout San Mateo County to restore fish passage by removing barriers, increase creek complexity through installation of large wood, restore floodplain, and create and enhancing fish habitat. The RCD seeks a qualified contractor to complete technical assessments for the development of creek enhancement and fish passage projects on Madonna Creek in the Pilarcitos Watershed. Assessments will include topographic surveys and an existing conditions plan set.

Contracting Entity

The RCD is the contracting entity and project manager. The RCD helps people protect, conserve, and restore natural resources through information, education, and technical assistance programs. The work of the RCD is accomplished through strong voluntary partnerships with landowners and managers, technical advisors, area jurisdictions, government agencies, advocates, and others.

RCDs were established by the state of California to be locally governed special districts that act as focal points for local conservation efforts, using very diverse means to conserve natural resources on public and private lands. Established in 1939, San Mateo County's RCD was the first such district in California. For more information about the RCD, visit www.sanmateoRCD.org.

Budget and Funding

Funding for this Project is provided to the RCD by Midpeninsula Regional Open Space District. A maximum of \$16,000 is available for phase I technical assessments.

Background

The Madonna Creek Fish Passage Project Phase I (project) will assess Madonna Creek Ranch for fish passage feasibility and habitat restoration opportunities to benefit steelhead trout and California red-legged frog. Madonna Creek Ranch is located in San Mateo County to the south of Highway 92 within the Miramontes Ridge Open Space Preserve owned by Midpeninsula Regional Open Space District (MROSD). The ranch has uses including an equestrian facility and row crops. Madonna Creek runs through the property to its confluence with Pilarcitos Creek at the property's northwest corner.

Two stream crossings on Madonna Creek pose barriers to fish passage. The first barrier is a stream crossing including a dam with a steep spillway that drops approximately 25 feet to the creek below, resulting in a total barrier to fish passage. The second stream crossing is a 1- to 2-foot jump height barrier approximately 2,000 feet upstream of the first barrier.

Technical assessments to be completed during this first phase include topographic surveys and an existing conditions plan set that can be used to visualize project opportunities and constraints. A memo will be prepared to discuss survey results, high-level watershed background (i.e. geologic influences, climate, and flooding), recommended approach to fish passage, and opportunities and constraints for habitat enhancement actions. A habitat assessment documenting instream and riparian habitat conditions of the project reach will be produced separately and provided to the selected firm to support recommendations.

Task and Deliverables

The selected firm will complete topographic surveys and existing conditions plan set that can be used to visualize project opportunities and constraints. The firm will also prepare a memo to discuss survey results, high-level watershed background (i.e. geologic influences, climate and flooding), recommended approach to fish passage, and opportunities and constraints for habitat enhancement actions. (Note a habitat assessment documenting instream and riparian habitat conditions of the project reach will be produced separately and provided to the selected firm to support recommendations.) Work is expected to be completed March through June 2021.

Deliverables:

- Topographic survey data and existing conditions plan set
- Report discussing results, background, and recommendations

Location

Madonna Creek Ranch is located in Half Moon Bay, San Mateo County to the south of Highway 92 within the Miramontes Ridge Open Space Preserve owned by Midpeninsula Open Space District. See Figure 1 Project Location.

Property Ownership

The property is owned by Midpeninsula Regional Open Space District. There is a farmer-tenant on the property.

Pre-Proposal Meeting

A pre-proposal site visit will be held at the project site on **Monday, February 8, 2021 at 11:00 AM**. Attendance at the pre-proposal meeting is mandatory. RSVP to Amy Kaeser by email amy@sanmateoRCD.org by February 5. Directions will be provided at RSVP. The number of participants per firm at the pre-proposal meeting may be limited due to COVID-19 restrictions.

Submission Requirements

Submission packages must be thoughtful, clear, and well-organized and include the following components:

1. Brief cover letter expressing interest and obligating lead consultant to fulfill key roles
2. Brief description of project approach and understanding of project goals
3. Cost Proposal: Scope of work divided into key task(s) and subtasks as outlined in Exhibit A with deliverables identified
4. Subcontractor Information, if relevant

Applicants must submit one electronic copy of the package to the RCD via email or other digital means to **Amy Kaeser** at amy@sanmateoRCD.org no later than **5 PM on February 15, 2021**. Any proposal that is submitted after the deadline or without all the required information will be considered incomplete and not accepted.

Selection Process and Timeline

Once the requested information is received from consultants, the RCD and landowner will assess which consultants have the most appropriate expertise and cost efficiencies for the project. The preferred consultant will be **chosen by February 19, 2021**. We expect to complete

and execute contracting for the project within three weeks from this date and assume a **start date of March 12-29, 2021.**

Evaluation of Proposals

The RCD will accept the proposal which is of the greatest advantage to the project and the RCD. RCD has the right to reject any and all proposals. RCD is not required to accept the low proposal.

Prevailing Wage Laws

This project is considered a public work or public improvement and is therefore subject to prevailing wages pursuant to Part 7 of Division 2 of the California Labor Code (commencing with Section 1720).

Registration Pursuant to Labor Code Section 1725.5

All contractors and subcontractors who will perform any portion of the applicable work must be currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Proposals submitted by contractors, or including subcontractors, who are not registered will be rejected.

Sensitive Areas

The project site is an environmentally sensitive area. The selected firm 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.

Contract and Payment

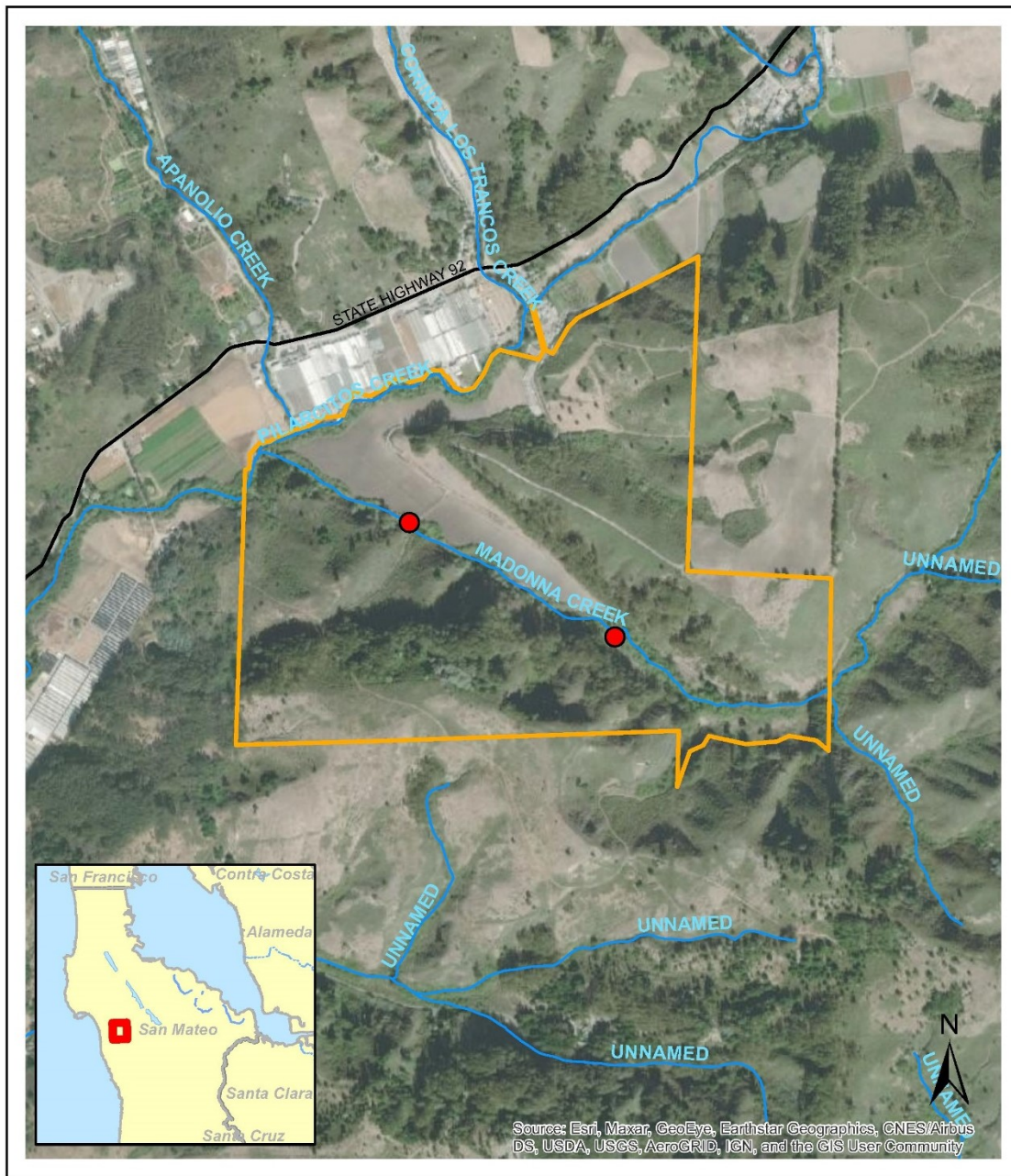
This project will be billed as time and materials with a Not to Exceed amount, which the selected firm may not exceed. Invoices shall be submitted to the RCD for work completed no less than quarterly, and no more than monthly. **Payment will be made quarterly.**

Schedule

Date of announcement	1/26/2021
RSVP Pre-Proposal Site Visit	2/5/2021 RSVP to amy@sanmateoRCD.org
Pre-Proposal Site Visit	2/8/2021 at 11 AM
Deadline for proposal submissions	2/15/2021 at 5 PM Submit electronic proposal to: amy@sanmateoRCD.org
Notification of Award	2/19/2021
Anticipated Contract Date	3/12/2021
Work Commence Date with the following - Contractor shall coordinate commencement with RCD - No work shall begin until authorized by RCD	3/12/2021 – 3/29/2021
Work Completion Date	6/30/2021

Figure 1. Project Location

Madonna Creek Fish Passage Project Location



- Fish Passage Barriers
- Madonna Ranch
- Streams
- Highways

0 0.125 0.25 0.5 Miles

1:14,562



EXHIBIT A
Cost Proposal
Madonna Creek Fish Passage Project Phase I

To: Board of Directors, San Mateo Resource Conservation District

We, the undersigned, having familiarized ourselves with this RFP packet, and hereby propose to provide and furnish all labor, materials, utilities, transportation, and equipment of all types and kinds and to complete the Project.

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

We, the undersigned, understand that the contract will be billed as time and materials with a not to exceed amount. The Contractor cannot be paid over the sum not to exceed without a change order from the RCD. The RCD will not be responsible for any loss of anticipated profits due to reductions in the size of the contract.

1. COST PROPOSAL (Example form: consultants may use alternative cost proposal formats, but must retain task elements and provide total costs for each)

Task	Description	Staff and Hourly Rate	Cost
Total Proposal Cost			

Total Proposal (in numbers):

Total Proposal (in words):

2. CERTIFICATION

I hereby certify that:

- A. All of the statements herein made by me are made on behalf of [company name]

- B. I have thoroughly examined all documents, contract documents and all other items bound herein;
- C. I have carefully prepared this Cost Proposal form and have checked the same in detail before submitting this proposal;
- D. I have full authority to make such statements and to submit this cost proposal form on the Company's behalf; and
- E. The statements herein are true and correct.

Signature _____

Date _____

By _____

Title _____

Company Name: _____

Company Address: _____

Phone: _____ Email: _____

3. SUBCONTRACTORS

List subcontractors you are planning to use on this project, if any. Provide company name and California contractor/engineering license number and classification. Any subcontractors not listed here and added at a later date, will need to be approved in writing by the RCD.

Name of Subcontractor: _____

License #: _____ Classification: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

4. REFERENCES

List projects and contact information for use as reference or attach reference documentation.

PROJECT NAME _____

Brief description of project:

Date(s):

Reference (name & phone) _____

PROJECT NAME _____

Brief description of project:

Date(s):

Reference (name & phone) _____

PROJECT NAME _____

Brief description of project

Date(s):

Reference (name & phone) _____

Exhibit B
Sample Contract
Madonna Creek Fish Passage Project Phase I

SAN MATEO RESOURCE CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH
CONTRACTOR

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2021 is by and between the **SAN MATEO RESOURCE CONSERVATION DISTRICT**, a political subdivision of the State of California, hereinafter referred to as "RCD," and **CONTRACTOR**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, **XXXX**; and

WHEREAS, RCD desires to use the professional services of CONTRACTOR; and

WHEREAS, CONTRACTOR has the professional and administrative ability to implement such services; and

WHEREAS, RCD and CONTRACTOR desire to set forth in writing the obligations and responsibilities of each party relating to the services;

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, the parties agree as follows:

1. Scope of Services

- a. CONTRACTOR will, in accordance with the terms of this Agreement, perform the services set forth in Exhibit A, **Project Name- Contractor Name- Scope of Services**, hereinafter referred to as "**PROJECT**", which is attached hereto and incorporated herein by reference.
- b. This Agreement is limited both in scope and duration, as herein specified.

2. Term of Agreement. Subject to compliance with all applicable terms and conditions, the term of this Agreement shall commence on **(Date)** and terminate on **(Date)**.

3. Performance Responsibilities. Contractor shall complete the herein described services by no later than **(Date)** unless a later date is agreed upon by the parties in

writing. Time is and shall be of the essence in the performance of the specified services by CONTRACTOR.

4. Compensation.

- a. In consideration of the services provided by CONTRACTOR in accordance with all applicable terms, conditions and specifications set forth in this Agreement and in Exhibit A, RCD agrees to pay CONTRACTOR an amount not to exceed AMOUNT AS TEXT, (\$xx.xx) for the successful and timely completion of the specified services. In no event shall RCD's total fiscal obligation under this Agreement exceed (AMOUNT AS TEXT (\$xx.xx)). In the event that RCD makes any advance payments, CONTRACTOR agrees to refund any amounts in excess of the amount owed by RCD at the time of contract termination or expiration. CONTRACTOR is not entitled to payment for work not performed as required by this Agreement.
- b. In the event that the funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties' understandings and expectations that no such shortage of funding will occur, RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to CONTRACTOR as soon as is reasonably possible after RCD learns of said unavailability of outside funding.

5. Billing and Payment Procedure. CONTRACTOR will submit requests for payment along with documentation acceptable to the RCD no more frequently than monthly and no less frequently than quarterly. RCD will issue payment to CONTRACTOR within 30 days of payment to the RCD by the project funder.

6. Cooperation. RCD and CONTRACTOR agree to cooperate to the greatest extent possible to complete the PROJECT. CONTRACTOR will notify RCD in writing of any new developments, information, issues or concerns that are reasonably expected to negatively impact the PROJECT and/or its completion as soon as practicable.

7. Assignment. This Agreement is not assignable by CONTRACTOR in whole or in part without the authorized written consent of RCD,

8. Conflict of Interest. The CONTRACTOR shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.

9. Applicable Laws. All work performed on behalf of the RCD, as set forth in this Agreement shall be performed in accordance with all applicable state, local and federal laws, regulations, policies, procedures, and standards, and any failure to do so shall constitute a material breach of the Agreement by CONTRACTOR, which may be waived by RCD at its sole discretion subject to cure or mitigation of the violation.

- 10. Wages.** All work implemented by the RCD, a public agency, is considered a public work or public improvement project. As public projects, they are subject to prevailing wage and other requirements included in California Labor Code §1720 -1861. CONTRACTOR, and any subcontractor working under CONTRACTOR, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Prevailing wage determinations can be found at Department of Industrial Relations website.
- 11. No Benefit To Arise For Local Employees.** Except as provided by State law, no member, officer, or employee of RCD or its designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.
- 12. Independent Contractor Status.** The CONTRACTOR, and the officers, the agents and employees of the CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the RCD. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, and neither CONTRACTOR nor its employees acquire any of the rights, privileges, powers or advantages of RCD employees.
- 13. Standard of Professionalism.** CONTRACTOR shall conduct all work under this Agreement consistent with professional standards for the industry and type of work being performed hereunder.
- 14. Ownership of Materials.** Except as otherwise expressly stated in Exhibit A, all materials and work products, including data collected for the Work produced as a result of this Agreement are the property of the RCD. Any final products distributed or produced will acknowledge the CONTRACTOR, RCD, and other Funding Agencies as reasonably requested by the RCD. The RCD shall be entitled to use and publish the work product and deliverables under this Agreement.
- 15. Indemnification.** To the fullest extent permitted by applicable law, CONTRACTOR agrees to defend, at CONTRACTOR's expense and with counsel acceptable to RCD, indemnify, and save and hold harmless RCD, Funding Agencies, and all of their officers, directors, employees and agents, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever arising out of the performance or nonperformance of the CONTRACTOR's work, including without limitation, all expenses of litigation and/or arbitration, court costs, and attorneys' fees, arising on account of or in connection with injuries to or the death of any person whomsoever, or any and all damages to property, regardless of possession or ownership, which injuries, death or damages arise from, or are in any

manner connected with, the work performed by or for the CONTRACTOR under this Agreement, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the CONTRACTOR or any of its employees, agents, representatives and or suppliers.

16. Insurance. CONTRACTOR shall obtain and maintain for the duration of this Agreement, comprehensive general liability insurance and/or other insurance necessary to protect the parties hereto, and shall provide RCD with evidence thereof prior to commencement of any work under this Agreement. CONTRACTOR shall have RCD named as an additional insured on its insurance policy, which shall have minimum coverage limits as specified on Exhibit B hereto, incorporated herein by reference. CONTRACTOR's above described insurance shall serve as the primary insurance coverage for any claim arising from or relating to the services to be performed hereunder.

17. Nondiscrimination and Other Requirements

a. General Nondiscrimination: CONTRACTOR will not discriminate in employment practices or in the delivery of services on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity: CONTRACTOR shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement.

c. Discrimination Against Individuals with Disabilities: The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and CONTRACTOR and any subcontractor(s) shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

d. History of Discrimination: CONTRACTOR certifies that no finding of discrimination has been issued in the past 365 days against CONTRACTOR by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against CONTRACTOR within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other governmental investigative entity, CONTRACTOR shall provide the

RCD with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the RCD.

18. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail. Notice shall be deemed to be effective two (2) days after mailing to the following addresses:

To RCD: Kellyx Nelson, Executive Director
San Mateo Resource Conservation District
80 Stone Pine Road, Suite 100
Half Moon Bay, CA 94019

To CONTRACTOR: Name, Title
Contractor
Address

19. Amendments and Integration. This Agreement supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties.

20. Counterparts. Electronic or Digital Signature Transmitted By Electronic Mail or Facsimile. This Agreement may be executed in counterparts and a digital and/or electronic signature provided by either party shall be deemed the equivalent of an original signature and may be transmitted by one party to the other via electronic mail or facsimile, which taken together shall constitute one in the same agreement, each bearing original signatures, and shall be effective as of the date of the last signature appearing thereon. by any electronic, digital, or facsimile signatures.

21. Termination. This Agreement may be terminated for any of the following reasons:

- a. If CONTRACTOR fails to perform the services hereunder agreed to the satisfaction of RCD, or otherwise fails to fulfill its obligations under this Agreement, immediately upon written notice from RCD; and
- b. RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to Contractor as soon as is reasonably possible after RCD learns of said unavailability of funding.

IN WITNESS WHEREFORE, the parties agree to the foregoing terms and conditions and hereby enter into this Agreement.

Date: _____ By: _____

Name, Title

Address

Date: _____ By: _____

Kellyx Nelson, Executive Director
San Mateo Resource Conservation District

Exhibit C
Insurance Requirements
Madonna Creek Fish Passage Project Phase I

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of CONTRACTOR.

1. Minimum Scope of Coverage and Limits of Insurance:
 - a. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
 - c. Worker's Compensation: Limits as set forth in the Labor Code of the State of California.

2. Contractors Liability Insurance Policy shall contain the following clauses:
 - a. San Mateo Resource Conservation District (RCD), Peninsula Open Space Trust, Rita Giannini, and Gene Richeson are added as an additional insured as respects operation of the named insured formed under contract with RCD.
 - b. It is agreed that any insurance maintained by RCD shall apply in excess of, and not contribute with, insurance provided by this policy.
 - c. The insurer agrees to waive all rights of subrogation against RCD, its officers and employees for losses arising from work performed by CONTRACTOR for RCD.

3. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, limited, or non-renewed except after thirty (30) days written notice has been given to RCD. Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with RCD within 10 working days to the effective date of this Agreement.

Exhibit D
Certificate of Insurance
Madonna Creek Fish Passage Project Phase I

TO: SAN MATEO RESOURCE CONSERVATION DISTRICT

PROJECT: Madonna Creek Fish Passage Project Phase I

This is to certify that all requirements for insurance of subcontractors as specified have been met.

[Contractor]

By

Dated

Please return this completed form with your Certificates of Insurance within 7 days of notice of award.

Exhibit E
Billing Instructions for Contractors
Madonna Creek Fish Passage Project Phase I

Process and timing

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

Format

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.

Please submit your invoice to:

Amy Kaeser, amy@sanmateoRCD.org