

October 6, 2017

Request for Proposals – Otay Mesa Vernal Pool Habitat Restoration Project I

Proposal Deadline: November 10, 2017, 5pm

The Chaparral Lands Conservancy (TCLC) is requesting proposals from qualified professional contractors for a project to enhance and restore vernal pool wetlands, associated uplands, and endangered and sensitive species on a five-acre site in southern San Diego County, California, over approximately five years.

Background

TCLC is a non-profit organization with a mission to protect shrubland ecosystems as an integral and beautiful feature of California's natural landscape through land preservation and stewardship. TCLC was founded in 2009 to advance the conservation of shrublands, related ecosystems, dependent plants and animals and especially endangered species through acquisition of land and/or management rights, habitat restoration and enhancement, stewardship, research, and education (www.chaparralconservancy.org).

TCLC has received several grants to conduct the Otay Mesa Vernal Pool Habitat Restoration Project I (Project) to enhance and restore five acres of vernal pools and associated uplands on a preserve property in southern San Diego County, California. The Project is located in western Otay Mesa (Attachment 1 Figure 1) on the 17.24-acre "Clayton property" (Attachment 1 Figure 2), a vernal pool preserve owned by the City of San Diego Park and Recreation Department (City). The Clayton property has been seriously damaged by past off-road vehicle activity (Attachment 1 Figure 4) yet still provides an exceptional opportunity for enhancement and restoration of vernal pool habitat in the City. Overall intact natural terrain and clay soils on the property are ideal for enhancement and restoration of vernal pools and endangered and sensitive vernal pool animals and plants and uplands maritime succulent scrub vegetation. TCLC has completed all planning and permitting and received an entry permit from the City to proceed with implementation of the Project.



Scope of Services

TCLC is seeking a qualified professional contractor with expertise in vernal pool habitat restoration to implement the Otay Mesa Vernal Pool Habitat Restoration Project I as described in Attachment 1 over approximately five years.

The following is a summary of Project elements (Attachment 1 figures 6 and 7):

- Enhance and restore vernal pools including topography repair, weeding, plant propagation, planting and seeding, and soil inoculation.
- Enhance and restore degraded maritime succulent scrub uplands vegetation in vernal pool watersheds including topography repair, weeding, plant propagation, and planting and seeding.
- Directly increase populations of nine sensitive vernal pool animals and plants including Riverside fairy shrimp, San Diego fairy shrimp, little mousetail, Orcutt's grass, Otay Mesa mint; San Diego button-celery, spreading navarretia, toothed calico-flower, and vernal barley (Attachment 1 Table 1). Directly increase populations of common vernal pool crustaceans and other invertebrate animals and plants. Directly increase populations of twelve sensitive uplands plants in vernal pool watersheds (Attachment 1 Table 2).
- Indirectly benefit two sensitive vernal pool species (Two-striped garter snake and Western spadefoot toad) and nine sensitive uplands animals with species-specific habitat restoration (Attachment 1 Table 3).

At a minimum, the following tasks are expected to be necessary to accomplish the above Project elements: Refuse removal; mowing & dethatching; grading and earthwork; solarizing; plant propagation; container planting and seeding; soil inoculation; weed control; supplemental watering; and erosion control (Attachment 1 Section 2.6).

Terms & Conditions

- The selected contractor shall implement the Project as described in Attachment 1 over approximately five years¹, excepting permanent fencing, closure signs, and monitoring.
- The selected contractor shall deliver all services outlined in this RFP and described in Attachment 1 for a cost not to exceed \$704,000. All costs associated with Project implementation (e.g. labor, materials, water supplies, meetings, travel, administration, insurance, bonds, etc.)

1. The contract agreement for services will identify a Project performance period from December 2017 through April 2021 to reflect existing grant contracts. However, grant contracts are expected to be extended and the selected contractor should anticipate an amended agreement for services with Project performance period extended through April – September 2022.



shall be included in this amount. Services shall still be provided as necessary to complete Project phases and tasks and to achieve Project goals in the event that expenditures exceed any part of the selected contractor's budget.

- Proposals shall name and describe the qualifications of a licensed supervising habitat restoration contractor for Project work.
- Proposals shall name and describe the qualifications of a supervising biologist with the authority to direct Project work.
- The selected contractor shall implement the Project in accordance with direction by a management team consisting of contractor's supervising habitat restoration contractor and supervising biologist and TCLC's project manager.
- The selected contractor shall accept the terms of the attached draft agreement for services (Attachment 2).
- The selected contractor shall comply with all Project permits.
- The Project is subject to California Prevailing Wages.
- The selected contractor shall provide proof of required insurance.
- The selected contractor shall obtain and provide proof of Project performance and payment bonds.
- The selected contractor shall not discriminate against any person on the basis of race, color, ancestry, religious creed, national origin, disability, medical condition, age, marital status, sex, gender identity, or sexual orientation.
- TCLC reserves the right to reject any or all proposals or to accept any proposal.
- Proposals shall remain valid for a minimum of 60 days.
- TCLC is under no obligation to reimburse responding contractors for any expenses incurred in preparation of proposals.
- Proposals are considered public information.

Eligible Applicants

Eligible applicants include any qualified, licensed, professional contractor with documented experience in successful vernal pool and uplands habitat restoration projects. Eligible applicants shall include a licensed supervising habitat restoration contractor and qualified biologist.



Application Procedures

Complete proposals shall include the following elements:

- One page letter of interest.
- A description of contractor company qualifications and qualifications of particular team members including qualifications and experience related to the Project and describing similar projects performed.
- The names and qualifications of the management team licensed supervising habitat restoration contractor and supervising biologist.
- A detailed budget itemized by Project phases (construction and maintenance), tasks, equipment, and materials, formatted consistent with Attachment 3. The total Project cost shall not exceed \$704,000. Project construction tasks shall be itemized under the budget categories of construction phases Ia and Ib and maintenance Phase II. Itemization of Project construction tasks under construction phases Ia or Ib are at the discretion of the contractor; However, the total cost of Phase Ia construction tasks shall fall within the range of \$125,000.00 - \$150,000.00. Billing by the selected contractor shall be itemized to reflect Project phases and tasks as shown in the detailed budget.
- List of references knowledgeable of work, especially clients with similar projects, including current contact information.
- List of assumptions and excluded tasks, equipment, and materials.
- Any other information demonstrating applicant's interest and qualifications.
- Proposals shall not exceed ten pages.
- Attendance of a mandatory Project site meeting. Potential applicants shall notify TCLC of their intent to attend the meeting no later than October 18, 2017. TCLC will conduct a poll on availability and select a date and time for the meeting that works for the greatest number of participants during the week of October 23.

Applicants are invited to share their expertise by including a section "Recommended Project Modifications" in proposals as deemed necessary or appropriate to improve the Project. Recommended modifications should not include changes to overarching Project elements such as enhancement and restoration of vernal pools or agencies' conditions for Project permits. Rather, recommended modifications may be provided for particular Project tasks (e.g. plant container sizes, seeding or planting, etc.) or the timing of particular tasks. Any modifications to Project tasks or timing are subject to approval by TCLC and permitting agencies and approved modifications will be included as an



attachment to the final or amended agreement for services. Otherwise, the selected contractor shall implement the Project as described in Attachment 1 over approximately five years, excepting permanent fencing, closure signs, and monitoring.

Proposals shall be submitted as a single consolidated pdf file to: director@chaparralconservancy.org.

Selection

TCLC will select the final applicant based on the following criteria: Applicant eligibility & qualifications; experience; references; and cost.

Timeline

- Release Request for Proposals: October 6, 2017.
- DEADLINE TO NOTIFY TCLC OF INTENT TO ATTEND MANDATORY CONTRACTORS SITE MEETING: October 18, 2017.
- MANDATORY CONTRACTORS SITE MEETING: Week of October 23, 2017, date and time TBD from attendees' schedule poll.
- DEADLINE FOR PROPOSALS: November 10, 2017, 5:00 p.m.
- Evaluation of proposals & notification of selected contractor: by November 17, 2017.
- Pre-construction meeting: Week of November 27, 2017, date and time TBD.
- Initiate and complete habitat restoration work tasks weed dethatching, refuse cleanup & disposal, vernal pool soil salvage, grading, installation of Burrowing owl burrows; and installation of BMPs: December 4 – 15, 2017 (weather permitting).
- All other project implementation phases and tasks: December 18, 2017 – April 30, 2021 (with anticipated schedule extension to April – September 2022).

Contact TCLC Director David Hogan with any questions at 760 809-9244 or director@chaparralconservancy.org.

Attachments

Attachment 1 – *Restoration, Enhancement, & Monitoring Plan – Otay Mesa Vernal Pool Habitat Restoration Project I* (provided separately)

Attachment 2 – Draft Agreement for Services

Attachment 3 – Detailed Budget Format



ATTACHMENT 1

Restoration, Enhancement, & Monitoring Plan – Otay Mesa Vernal Pool Habitat Restoration Project I

(Provided Separately)



ATTACHMENT 2

Draft Agreement for Services

**AGREEMENT FOR SERVICES –
Otay Mesa Vernal Pool & Uplands Habitat Restoration Project I**

This Agreement for Services (“AGREEMENT”) is made and entered into by and between THE CHAPARRAL LANDS CONSERVANCY (“TCLC”) and [contractor] (“CONTRACTOR”).

RECITALS:

WHEREAS TCLC has received grant funding to conduct the Otay Mesa Vernal Pool and Uplands Habitat Restoration Project I (“Project”);

WHEREAS CONTRACTOR has available and offers to provide personnel and equipment necessary to accomplish the Project;

WHEREAS permitting agencies have approved the *Restoration, Enhancement, & Monitoring Plan for the Otay Mesa Vernal Pool and Uplands Habitat Restoration Project I* (“Restoration Plan”) and implementation of the Project requires compliance with terms and conditions of agency permits; and

WHEREAS use of grant funds obtained by TCLC for the habitat restoration Projects requires compliance with terms and conditions and budgets of grant agreements;

NOW, THEREFORE, TCLC and CONTRACTOR agree as follows:

- I. SCOPE OF SERVICES. CONTRACTOR agrees to perform all services described in the *Restoration, Enhancement, & Monitoring Plan for the Otay Mesa Vernal Pool and Uplands Habitat Restoration Project I* (“Restoration Plan”; Exhibit 1) on five acres excepting permanent fencing, closure signs, and monitoring. Unless modified in an amended agreement for services, duties of CONTRACTOR shall not be construed to reduce or exceed these services.
- II. PERIOD OF PERFORMANCE. CONTRACTOR agrees to commence activities as described in the scope of services beginning no later than December 4, 2017 and ending no later than April 30, 2021.
- III. COMPENSATION. CONTRACTOR agrees to perform the scope of services for an amount not to exceed \$704,000 as itemized in the detailed budget (Exhibit 2). CONTRACTOR agrees that all costs associated with Project implementation shall be included in this amount. CONTRACTOR agrees to continue to provide all services as necessary to complete Project phases and tasks and to achieve Project goals as described in the scope of services in the event that expenditures exceed any part of the detailed budget.
- IV. BILLING AND ACCOUNTING. CONTRACTOR agrees to the following terms:

- a. CONTRACTOR agrees to account for all expenditures and billing for the scope of services in accordance with phases and tasks shown in the detailed budget.
- b. CONTRACTOR agrees to submit invoices for services rendered once every thirty days.
- c. CONTRACTOR agrees that invoices for services rendered are payable within 10 days after TCLC has received payment from grant funders. TCLC anticipates that payments on invoices will be made approximately eight weeks following receipt of invoices.
- d. CONTRACTOR agrees to provide accounting records for the Project upon request by grant funder agencies.

V. COMPLIANCE WITH GRANT AND FUNDING AGREEMENTS. CONTRACTOR agrees to abide by the conditions of all applicable grant and funding agreements, incorporated herein and receipt of which is acknowledged by execution of this agreement. Applicable grant and funding agreements include:

- a. State of California Natural Resources Agency Grant Agreement Number [E13XXX-0] Environmental Enhancement and Mitigation Program, Otay Mesa Vernal Pool Habitat Restoration Project I (Exhibit 3).
- b. Project Agreement Number G13-04-71-R02 Between the California State Parks Off-Highway Motor Vehicle Recreation Division and The Chaparral Lands Conservancy for the Otay Mesa Vernal Pool & Uplands Habitat Restoration Project (Exhibit 4).

VI. COMPLIANCE WITH PERMITS AND AUTHORIZATIONS. CONTRACTOR agrees to abide by the conditions of all applicable Project permits and authorizations, incorporated herein and receipt of which is acknowledged by execution of this agreement. Applicable project permits and authorizations include:

- a. City of San Diego Right-of-Entry Permit (Exhibit 5)
- b. CEQA Notice of Exemption – Otay Mesa Vernal Pool Habitat Restoration Project (Exhibit 6)
- c. State Water Resources Control Board Notice of Intent to Comply with the Terms of General 401 Water Quality Certification Order for Small Habitat Restoration Projects (R9-2016-0152:825495:ngergans) (Exhibit 7)
- d. U.S. Army Corps of Engineers Nationwide Permit Verification (SPL-2016-00488-RJV) (Exhibit 8)

- e. U.S. Fish and Wildlife Service Biological Opinion (FWS-SDG-16B0360-16F0941-R001) (Exhibit 9)

VII. HEALTH AND SAFETY. CONTRACTOR agrees to accept full responsibility for safety of their employees and agents, including providing appropriate safety equipment for its field personnel. In performance of the scope of work, CONTRACTOR agrees to (a) comply with all applicable federal, state and local statutes, regulations and ordinances regarding health and safety, and (b) comply with its own internal health and safety policies.

Fire Prevention

The Project site is located on a nature preserve amidst highly flammable natural vegetation where there is a heightened risk of wildfire. CONTRACTOR agrees to abide by the following conditions to reduce the risk of fire:

- a. Smoking is strictly prohibited.
 - b. A serviceable fire extinguisher and fire suppression hand tools such as shovels and rakes shall be provided within twenty-five feet of any active work area.
 - c. All heavy equipment shall be outfitted with spark arrestors or turbo-charging, and maintain a fire extinguisher on board.
 - d. Service vehicles shall park away from flammable materials (e.g., dry grass or brush).
 - f. Any and all fires shall be immediately reported to emergency agencies and to TCLC.
- VIII. RESPONSIBILITY OF CONTRACTOR. CONTRACTOR agrees to perform the scope of services with the standard of care, diligence and skill ordinarily exercised by other firms providing similar services and in accordance with accepted and sound professional practices and procedures.

Insurance & Bonds

CONTRACTOR agrees to provide documentation of all required insurance and bonds as soon as possible after the date of this executed AGREEMENT and prior to commencement of any work on the Project as described in Section 9 (Insurance) and Section 25 (Payment Bond and Performance Bond) of the City of San Diego Right-of-Entry Permit (Exhibit 5).

Certificates of insurance and bonds shall be sent to: The Chaparral Lands Conservancy, P.O. Box 9311, San Diego, CA 92169

CONTRACTOR agrees to accept responsibility for any damages to material property or natural resources occurring during the course of implementation of the scope of services.

CONTRACTOR agrees not to deliberately kill any animals encountered during the project.

Non-Discrimination

CONTRACTOR agrees not to discriminate against any person on the basis of race, color, ancestry, religious creed, national origin, disability, medical condition, age, marital status, sex, gender identity, or sexual orientation.

- IX. OWNERSHIP OF DOCUMENTS. CONTRACTOR agrees that this AGREEMENT and the work performed hereunder shall be confidential. CONTRACTOR personnel shall not disclose any information to any party other than TCLC or individuals designated by TCLC concerning the Project or Project site, including the nature or results of the work performed, and shall direct all comments or questions to TCLC.
- X. PROJECT MANAGERS & MANAGEMENT TEAM. CONTRACTOR agrees to name in writing the licensed supervising habitat restoration contractor and supervising biologist who will be the lead points of contact and have full decision-making authority for the Project. CONTRACTOR agrees to implement the Project in accordance with direction by a management team consisting of CONTRACTOR's supervising habitat restoration contractor and supervising biologist and TCLC's project manager.
- XI. SUBCONTRACTORS. CONTRACTOR shall state in writing whether subcontractors will be utilized to perform any element the scope of services and name the subcontractors. CONTRACTOR agrees that any subcontractors shall abide by this agreement and that any subcontractors shall be subject to approval by TCLC.



ATTACHMENT 3

Detailed Budget Format

(Available in Excel)

TASK, LABOR, MATERIALS, & EQUIPMENT	UNIT OF MEASUREMENT	COST PER UNIT	NO. OF UNITS	TOTAL COST	RATIONALE & NOTES
PHASE Ia – CONSTRUCTION PHASE Ib – CONSTRUCTION [Move line to accommodate Phase Ia tasks budget of \$125,000 - \$150,000]	[Units of measurement below are examples only]				[Rationale and notes for each task may be provided in a separate section of proposal.]
Weed Dethatching [Insert line(s) for each staff laborer or supervisor]	[Hours]	[Cost per hour]	[Number of hours]		Describe total projected time and crew size for weed dethatching (e.g. crew of six for one week).]
[Insert lines for dumpsters or other equipment]	[1 dumpster rental for 1 week]				
[Insert additional lines as needed]					
Subtotal					
Refuse Clean-Up & Disposal [Insert line(s) for each staff laborer or supervisor]	[Hours]	[Cost per hour]	[Number of hours]		[Describe total projected time and crew size for refuse clean-up and disposal (e.g. crew of six for one week).]
[Insert lines for dumpsters or other equipment]	[1 dumpster rental for 1 week]				
[Insert additional lines as needed]					
Subtotal					
Vernal Pool Soil Salvage [Insert line(s) for each staff laborer or supervisor]	[Hours]	[Cost per hour]	[Number of hours]		[Describe projected time and crew size for vernal pool soil salvage total and per pool (e.g. crew of three at one hour per pool).]
[Insert additional lines as needed]					
Subtotal					
Construction of Burrowing Owl Burrows [Insert line(s) for each staff laborer or supervisor]	[Hours]	[Cost per hour]	[Number of hours]		[Describe projected time and crew size for construction of burrows total and per burrow (e.g. crew of two at three hours per burrow).]
[Insert line for all materials]	[All artificial burrow materials]				
[Insert additional lines as needed]					
Subtotal					
Grading (Vernal Pools, Mima Mounds, and Burrowing Owl Burrows) [Insert line(s) for each staff laborer or supervisor]	[Hours]	[Cost per hour]	[Number of hours]		[Describe projected time, heavy equipment, and number of crew members total and each for grading enhancement of existing vernal pools, grading construction of new pools, grading enhancement of existing Mima mounds, & grading construction of new Mima mounds.]
[Insert line for each type of heavy equipment]	[1 bulldozer for 1 day]	[Cost per day]	[Number of days]		
[Insert additional lines as needed]					
Subtotal					
Erosion Control BMP Installation, Maintenance, & Removal [Insert line(s) for each staff laborer or supervisor]	[Hours]	[Cost per hour]	[Number of hours]		
[Insert line(s) for each BMP material]	[1 straw wattle]	[Cost per wattle]	[Number of wattles]		
[Insert line(s) for each BMP material]	[1 roll jute cloth]	[Cost per roll]	[Number of rolls]		
[Insert line(s) for each BMP material]	[1 yard crushed rock]	[Cost per yard]	[Number of yards]		
[Insert additional lines as needed]					
Subtotal					
Seed Purchase [Insert lines for each type of seed to be purchased]	[1 pound]	[Cost per pound]	[Number of pounds]		[Note that seed purchase is for common plants only and collection source must be located within ten miles of the Project site.]
[Insert additional lines as needed]					
Subtotal					
Seed Collection [Insert line(s) for each staff laborer or supervisor]	[Hours]	[Cost per hour]	[Number of hours]		[Note projected number of days of seed collection total and per water year.]
[Insert additional lines as needed]					
Subtotal					
Nursery Propagation [Insert line(s) for number of container plants per container size]	[Container size]	[Cost per container]	[Number of containers]		[Note projected total number of containers by species.]
[Insert additional lines as needed]					
Subtotal					

TASK, LABOR, MATERIALS, & EQUIPMENT	UNIT OF MEASUREMENT	COST PER UNIT	NO. OF UNITS	TOTAL COST	RATIONALE & NOTES
Seeding & Planting Vernal Pools & Uplands					
[Insert line(s) for each staff laborer or supervisor]	[Hours]	[Cost per hour]	[Number of hours]		
[Insert additional lines as needed]					
Subtotal					
Vernal Pool Soil Collection & Inoculation					
[Insert line(s) for each staff laborer or supervisor]	[Hours]	[Cost per hour]	[Number of hours]		[Describe projected time and crew size for vernal pool soil collection and inoculation total and per pool (e.g. crew of three at one hour per pool).]
[Insert additional lines as needed]					
Subtotal					
PHASE II – MAINTENANCE					
Supplemental Watering					
[Insert line(s) for each staff laborer or supervisor]	[Hours]	[Cost per hour]	[Number of hours]		[Note projected number of days of supplemental watering total and per water year.]
[Water meter]	[1 meter]	[Cost per meter]			
[Water]	[1 gallon]	[Cost per gallon]	[Number of gallons]		
[Insert line for total irrigation materials]	[1 foot irrigation system]	[Cost per foot]	[Number of feet]		[Note total size of irrigation system and rationale for size.]
[Insert additional lines as needed]					
Subtotal					
Weed Control					
[Insert line(s) for each staff laborer or supervisor]	[Hours]	[Cost per hour]	[Number of hours]		[Note projected number of days of weed control total and per water year.]
[Insert additional lines as needed]					
Subtotal					
REPORTING, BONDS & INSURANCE					
Annual & Final Reports					
[Insert line(s) for each staff laborer or supervisor]	[Hours]	[Cost per hour]	[Number of hours]		
Subtotal					
Performance & Payment Bonds					
[Insert line(s) for bond(s)]					
[Insert additional lines as needed]					
Subtotal					
Insurance					
[Insert line(s) for insurance]					
[Insert additional lines as needed]					
Subtotal					
CONTINGENCY (Not to Exceed 10%)					
TOTAL (Not to Exceed \$704,000)					