

INSTRUCTIONS TO BIDDERS

BIDDING PROVISIONS

1. By submitting a bid, Contractor, for valuable consideration (receipt of which is acknowledged), agrees that The Land Conservancy shall have the right to disseminate, circulate, copy to computer disc or any other medium and use in any manner The Land Conservancy shall deem appropriate, any and all reports, surveys, plans, diagrams, maps, designs, studies or other works (collectively "Work") prepared by Contractor for The Land Conservancy pursuant to this agreement. The Land Conservancy shall not be required to make any additional payment for the rights granted pursuant to this paragraph.
2. The Land Conservancy of San Luis Obispo County reserves the right to reject any or all bids, in whole or in part, to advertise for new bids, to abandon the need for such services, and to cancel this Invitation to Bid at any time prior to the execution of a written contract.
3. The Land Conservancy of San Luis Obispo County reserves the right to waive any informality in the bids and to select the bidder which the Conservancy determines best meets their needs.
4. The costs of preparation and delivery of the bid proposal are solely the responsibility of the Service Provider.
5. By submitting a bid, the Contractor agrees that it will not bring any claim or have any cause of action against The Land Conservancy based on any misunderstanding concerning the information provided herein or concerning The Land Conservancy's failure, negligent or otherwise, to provide the bidder with pertinent information as intended by this Request for Proposal.
6. Notice of intent to award the contract will be sent by mail or email to all Contractors submitting a timely bid.
7. The terms "Bidder" and "Contractor" are used interchangeably throughout this document and have the same meaning.
8. **Bid security information:** No bid security is required for this project.
9. **Performance bond and payment bond:** No surety bonds are required for this project.

10. **Subcontractor listing:** List all subcontractors and their associated licenses.
11. **Modification or withdrawal of bid:** Proposals may be withdrawn or modified at any time before the bid submittal date.
12. **Disqualification of bidders:** This bid is by invitation only and the Land Conservancy reserves the right to disqualify any bidder for any reason.
13. **Special applicable laws:** Stormwater Pollution Prevention Plan (SWPPP) as required by the State Water board, archeological monitors required for grading as part of the mitigated negative declaration, Coastal Development permit, prevailing wage project.
14. **Time of Completion:** The LCSLO desires that all work be completed by November 30th, 2018.
15. **Liquidated damages:** Liquidated damages are not applied to this project, however consideration of the Contractor ability to meet the Owners Schedule goals will be part of the Bid evaluation.
16. **Evaluation and consideration of bids:** Selection of bidders will be made by the Land Conservancy's project management team. The LCSLO reserves the right to select the bidder which LCSLO feels best meets its needs, based on any combination of factors, which may include:
 - a. The lowest cost bid.
 - b. The ability of the bidder to complete the project in the allotted time frame.
 - c. The rates for force account work
 - d. Any supplemental information that the Contractor may provide.

EXAMINATION OF DOCUMENTS, SITE, AND LOCAL CONDITIONS:

1. Each Contractor who has been invited to bid on this work shall familiarize themselves with all Instructions, including all documents and drawings provided in the bidding process.
2. Contractor is encouraged to visit the site and attend the pre-bid meetings to determine the current state of the site. Failure to do so will not relieve the Bidder from the responsibility of estimating the cost to successfully and completely perform the work.
3. Any Engineer's Estimated Quantities shown on the drawings or separate document are not verified and each Bidder is responsible for his own estimated quantities.

DOCUMENT AVAILABILITY

1. The Project Documents for this Invitation to Bid is available on the Land Conservancy's website <https://lcslo.org/pismobid/>.

2. The Project Drawings are on file at Coastal Reprographic Services (CRS) 880, Via Esteban, San Luis Obispo, CA 93401. Print copies of the project drawings may be ordered from CRS using the following links:

Site Improvements: <http://projectpages.gocrs.com/projectpage/pp1613121459xR0005516>

Restroom Plans: <http://projectpages.gocrs.com/projectpage/pp1842146019xR0005517>

3. The bidder must acknowledge receipt of the Project Documents with the bid submittal.

ADDENDA, CLARIFICATIONS, AND INTERPRETATIONS

1. Any changes, additions, or deletions to this Invitation to Bid will be in the form of written addenda issued by The Land Conservancy. Such addenda shall be considered a part of the Contract Documents and any work required thereunder shall be included in the work covered by the Contractor's bid proposal.
2. Any addenda will be posted on the Project Document website. Bidders must check the website for addenda or other relevant new information during the response period. The Land Conservancy is not responsible for the failure of any prospective proposer to receive such addenda.
3. Any clarification desired by a Bidder regarding the meaning and interpretation of the Bid or Contract Documents must be submitted in writing by email to Dylant@LCSLO.org at least three (3) working days prior to the bid date.
4. Any interpretation will be in the form of an addendum and will be furnished to all invited bidders.
5. Receipt of addenda must be acknowledged on the Bid Form.

PREPARATION OF BID

1. Bids are to be submitted using the forms provided by the LCSLO, and the forms must be signed by an authorized representative of the Contractor.
2. Bids must include a detailed Progress Schedule similar in form to the example included in the Project Documents. The schedule must identify the following major components of work:
 1. Mattie Road Improvements
 2. Mattie Road Utilities
 3. Parking Lot and Entry Improvements

Instructions to Bidders

4. Onsite Water, Sewer, and Electrical
 5. Restroom Installation and Utility Connections
 6. ADA Trail Improvements
 7. ADA Bridge
 8. Landscaping and Irrigation
 9. Erosion Control
3. Bids must include a “fee schedule” for potential force account work.
- A. Substitution of products:** Substitution requests must be submitted in writing and will be considered on a case by case basis.
- B. Type of Bid:** Bids items must be on a Lump Sum basis; segregated bids will not be accepted. The total bid price must be entered under the specified location on the Bid Form. All work required to complete the improvements shown on the drawings and included in the scope of work shall be included in the unit prices and the total bid. Where applicable, the unit prices on the Bid Form Worksheets will be the basis for cost adjustments based on changed design.
- C. Execution of contract:** All bids shall remain firm for ninety (90) days following closing date for receipt of bids. Any contract awarded pursuant to this Invitation to Bid will incorporate the requirements and specifications contained in this Invitation to Bid. All information presented in a proposer’s Bid will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by The Land Conservancy during subsequent negotiations.

The contract will consist of the following documents:

- a. Contract (in the form provided in the Project Documents)
- b. Bid Form
- c. Bid Form Worksheets
- d. Progress Schedule
- e. Fee Schedule
- f. Precontract revisions (addenda)

The Bidder must provide within (5) days after Notice of Award is issued the full insurance requirements stated under “Contracting Requirements”

SCOPE OF WORK
FOR THE CONSTRUCTION OF THE
PISMO PRESERVE
PARKING AREA, ROADWAY IMPROVEMENTS, AND ACCESSIBLE TRAIL

AREA OF WORK

The scope of work will be performed on Owner's land parcel known as The Pismo Preserve, 80 Mattie Road, Pismo beach, Ca 93449. The land parcel boundaries and general work limits are as shown on the project drawings.

SCOPE OVERVIEW

The scope of work generally includes improvements to Mattie Road, the project Parking lot and Entrance, and the project ADA Trail, including

- a. Earthwork
- b. Paving and Surfacing
- c. Water system
- d. Sewer System
- e. Drainage System
- f. Site Amenities
- g. Retaining Walls
- h. Traffic Control
- i. Erosion Control

GENERAL INCLUSIONS

The Contractor is responsible for any and all material, labor, equipment, resources and coordination to perform the scope of work including, but not limited to:

1. Mobilizations required to complete the scope of work.
2. Sales tax required.
3. Insurance required by the Contract Documents.
4. Dust Control as required.
5. Water Pollution Control including compliance with the project Stormwater Pollution Prevention Plan (SWPPP).
6. Qualified SWPPP Practitioner (QSP), including all monitoring, reporting, and uploading to SMARTS required by the SWPPP. SWPPP reports must be kept up to date, and copies provided to the Engineer on a weekly basis.

7. Compliance with Cultural Resource requirements, including training of workers and coordination with the Cultural Resource monitors. The resource monitoring is anticipated to focus on excavation in the Parking and Entry improvement area. The work must be performed in a manner that provides access by monitors for the observations.
8. Compliance with Biological requirements, including training of workers and coordination with monitors.
9. Street cleaning in any situation where Contractor or its subcontractors or suppliers track dirt or debris onto pavement. This may require daily sweeping of streets and public access areas.
10. Site facilities required (sanitary facilities, wash stations, drinking water) as related to this scope of work, unless specifically excluded below.
11. Adequate, qualified supervision related to this scope of work.
12. Construction water is included in the scope of work. Construction Water is not available onsite. Contractor must make all arrangements for construction water in accordance with the water suppliers requirements. All fees and meeting all supplier requirements are included in the scope of work. All equipment downstream from the water source, including take-away piping, tanks, storage vessels, fencing, booster pumping, is included in the scope of work. Water used for construction purposes shall be non-potable water when feasible or when required by the supplier.
13. Traffic control as required and related to this scope of work.
14. Clean Up/Trash Pick Up as required. Contractor recognizes the project property is a conservation site, and will inspect the site daily to ensure no blowing trash and keep the site in a clean well-managed condition as defined by the Owner.
15. Attend weekly onsite meetings regarding the construction schedule and coordination meetings with Owner, governing officials, and consultants as required by Owner.
16. Coordinate site access. There will be other trades working in the area at the same time. Contractor will be required to coordinate and plan work with others to complete the work in the most professional, expedient manner possible. Coordination of work with other trades, Owner, Owners consultants, and governing authorities will be absolutely necessary in completing a quality project an in a timely schedule.
17. Notify and coordinate USA Underground Alert in all areas of the work.
18. Adhere to any and all federal, state, and local safety regulations.
19. Coordinate and attend an onsite pre-construction orientation meeting(s) as noted on the Drawings.
20. Perform weekly toolbox talks and submit the completed toolbox meeting reports to Owner.

21. Provide all applicable submittals required by the contract documents. Do not start affected work until submittals have been submitted, returned and approved by the Owners Representative. Submittals may be required whether or not called out in the contract documents. Submittal Completion Date will be 5 days following contract being made available to Contractor.
22. Contractor must submit requests for information in writing. Contractor agrees to request such information in a time frame where not receiving an answer within ten business days will be of no impact to the progress of the work.
23. Provide warranty for this scope of work to commence upon completion of the entire work and upon Owner's final acceptance. Submit a written Notice of Completion once work is complete as mutually determined by Contractor and Owner. The Warranty period does not start until the Notice of Completion has been submitted and accepted by Owner.
24. Properly guard and protect all existing, finished or partially finished work, until the entire contract is completed and accepted by the Owner.
25. Prepare and maintain a record set of as-built drawings, to be updated weekly, at a minimum. The Record Drawings must be turned over the Owner prior to Final Acceptance.
26. Temporary drainage structures, dewatering, and other necessary measures to complete this scope of work per the Contract, the Contract Documents, and the project schedule.
27. Transporting, erecting, dismantling, and removal of any temporary facilities and equipment required by this Scope of Work.
28. Provide for temporary power needed to perform the scope of work.
29. Pre-wetting or pre-soaking the site prior to proceeding with this scope of work as required related to this scope of work.
30. Provide site safety monitoring from a Competent Safety Person with minimum 30-hour OSHA certificate or a Safety Consultant.
31. Perform internal weekly site safety audits and provide a copy of reported finding to the Owner.
32. Provide conventional fall protection for all activities and work as required.
33. Perform daily Jobsite Hazard Analysis (JHA) / safety briefing each day for the work scheduled to be performed each day.
34. Work with Owner to implement and maintain document flow and tracking procedures specific to the needs of this Project.

35. Provide survey layout of its own work as necessary. The project survey control is shown on the project Drawings. Damaged or lost survey markers must be replaced at Contractor's cost.

SCOPE BREAKDOWN AND QUANTITIES

The scope of work includes any and all material, labor, equipment, resources and coordination to perform the scope of work. **Bidders must independently evaluate the work required, determine the quantities and processes involved, and include all work and costs in the submitted bid.**

1. The bid must be submitted using the Bid form and Bid Worksheets provided.
2. The Bid Form identifies Lump Sum bid items which shall include all work required.
3. The Bid Form Worksheets identify individual items and quantities to provide guidance on the scope of the Lump Sum Bid items. Include all work and costs distributed to the items and quantities listed in the Bid Form Worksheets. No adjustments to the price paid will be made for errors in the quantities or omissions of work items in the Bid Worksheets.
4. In the case of a discrepancy between a submitted Bid Form Worksheet and the Submitted Bid Form. The Bid Form will govern.
5. The Bid Form and Bid Form Worksheets categorize the work into the following groupings:
6. **Mattie Road Improvements** generally include all the work in Mattie Road as follows:
 - a. Pavement, Curb, Gutter and Sidewalk improvements up to the project cattleguard and to the back of sidewalk
 - b. Retaining Walls P1 and P2.
 - c. Mattie Road water system up to and including the meters
 - d. Mattie Road sewer lateral Improvements up to the HDD Sewer installation
 - e. Mattie Road striping and signage
 - f. Earthwork related to the above
7. **Parking and Entry Improvements** generally include all the work between the Mattie Road Improvements and the ADA Trail Improvements as follows:
 - a. Pavement, Curb, Gutter, Sidewalk and Aggregate Base improvements for the parking Lot and Entry Drive
 - b. Cattleguard and Entry Monuments
 - c. Picnic Area Improvements and concrete stairs and concrete accessible path to the ADA Trail

- d. All fencing and gate removals and installations
 - e. All removal of existing broken concrete
 - f. All landscaping (except for hydroseeding which is included in Erosion Control)
 - g. Retaining Walls P3 through P6.
 - h. Water system beyond the meters
 - i. Sewer System between the Mattie Road and the Restroom
 - j. Provide access, site preparation, and coordination for the installation of the Electrical System by others.
 - k. Provide access, site preparation, and coordination for the installation of the Restroom.
 - l. Earthwork related to the above
8. **ADA Trail Improvements** generally include all the work in the ADA Trail as follows:
- a. Paved ADA Trail from the parking lot to the end of the trail
 - b. Retaining Walls T1 through T5.
 - c. ADA Trail Bridge
9. **Common Bid Items** generally include all the work in following categories:
- a. Water Pollution Control
 - b. Construction Survey
 - c. Mobilization