



COUNTY OF LAKE WATER RESOURCES DEPARTMENT

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Lakeport, California 95453
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Scott De Leon
Water Resources Director

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Water Resources Deputy Director

INVITATION FOR BID NUMBER 21-13 ABATEMENT SERVICES FOR LAKEBED STRUCTURES

The County of Lake requests sealed bids from qualified marine contractors for the abatement services of lakebed structures and parts thereof in various states of condition.

Term of the abatement agreement is expected to be from the date of the signed contract until ---- with no obligation by the District to purchase any specified amount of services.

Fully completed and signed bids, subject to the terms and conditions set forth herein, will be received at the County of Lake Water Resource office until 3:00 PM on September 30th 2021 at which time they will be publicly opened. Any bid received after this time and date shall not be considered.

The Water Resource office is located on the third (3) floor of the County Courthouse at the address shown above. The District's office hours are Monday through Friday, 8:00 AM to 5:00 PM.

For further information about the scope of work or a copy of this bid document, please email **William Fox** at: William.Fox@lakecountyca.gov

THE BOARD OF SUPERVISORS RESERVES THE RIGHT TO ACCEPT OR REJECT

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ANY OR ALL OF THE ITEMS BID AND WAIVE ANY MINOR IRREGULARITIES

1. Description and Objective

The County of Lake's Watershed Protection District (hereinafter referred to as "District") is requesting bids from licensed, experienced, and marine contractors (**see Section 4 of this bid document for required qualifications**) to abate by the removal of dilapidated lakebed structures and parts as designated by the District. Dilapidated Lakebed Structure is defined as: A structure that (1) has any structural members, roofing, decking, flotation or walkways that are not securely attached and could pose an immediate safety or navigation hazard; (2) is submerged; (3) is not floating upright; (4) has deck or floors below water level; (5) is in a state of disrepair or (6) is otherwise not in full compliance with these minimum standards.

The project area is limited to the lands within Clear Lake lakeward of the ordinary high-water mark (OHWM or 7.79 feet Rumsey) or immediately adjacent to the OHWM.

The District will award multiple contracts, which will be used on a rotational basis. The Contractor with the lowest bid for each individual project *and/or* with facilities closest to the project site will be contacted first by District staff for the removal of the specified dilapidated lakebed structure(s) and/or parts. The Contractor contacted first shall acknowledge the request of removal of the identified structure and/or parts by responding to the District staff **within a 24 hour time frame**. If the initial Contractor is unable to respond within the designated time, the next suitable Contractor will be contacted for the removal.

For large scale or emergency projects, the District shall reserve the right to work with multiple awarded Contractors.

The District has allocated **\$70,000** for the initial "INVITATION FOR BID NUMBER 21-13 ABATEMENT SERVICES FOR LAKEBED STRUCTURES". Pending grant funding, there is the possibility of an additional **\$250,000** to be allocated towards this project.

2. Scope of Work

The Contractor shall provide such abatement service on an "as requested" basis, with no guarantee of any specified amount. The District shall notify the awarded Contractor(s) by one or more of the following means: phone, text, email, or fax. The awarded Contractor shall be responsible for responding to the requesting party, acknowledging the request **within a 24 hour time frame**.

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After the Contractor acknowledges such notice of request, the District intends that the awarded Contractor shall respond to the requested location in a timely manner. If the Contractor is unable to begin abatement within (5) business days of initial notification, then the next suitable Contractor will be contacted for the removal. Exceptions may be granted by the District due to extenuating circumstances, such as difficult to remove structures. Determination of extenuating circumstances will be made at District discretion.

If the Contractor is unable to perform duties as previously indicated, the next awarded will be contacted to remove the subject lakebed structure and/or parts.

Repeated failure to respond, repeated failures to perform duties, without justification, and/or refusal to respond may result in action; includes but not limited to, suspension or termination of the contract. Justification for failure to respond shall be determined by the District.

3. Dilapidated Lakebed Structure Removal

After the District has completed all due process requirements as specified by applicable County, State, or Federal law(s), District staff shall notify Contractor of the lakebed structure designated for removal. Notification will include a description of the structure, pictures, type of dilapidation, (if available); location of the structure (address and/or coordinates/APN #); and parts to be removed. Structure(s) may be abated only after notification (of Contractor) by the District.

Where removal of the structure is prohibited by the interference of outside parties, the Contractor shall stop all abatement actions, leave the structure and or part(s) on the property, move to a safe location, and contact District personnel for further instructions.

Pilings may be removed so that no parts are above the mud level.

a. Storage and Disposal of Dilapidated Structures

All structures, and/or parts, thereof that have been removed by the Contractor shall be off-loaded and properly disposed of or stored at the location or facility approved by the District.

Removal of structures and/or parts thereof other than those specifically identified by the District shall be grounds for immediate termination of said contract.

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b. Further Information

The District will identify if storage or disposal facilities are necessary for each structure. The coordination of structure drop off at a proper storage or disposal facility is the responsibility of District staff. It is the responsibility of the Contractor to transport structure/s and all parts from original location to designated storage or disposal facility. Failure to abide by this requirement shall result in immediate termination of the agreement.

If a Contractor is unable to remove a structure and/or parts once on site due to circumstances deemed appropriate by District's determination, the Contractor will be compensated for efforts set forth in the Contractors bid response.

4. Contractors Qualifications

The awarded Contractor shall keep, and maintain, during the course of the awarded contract, at least one (1) structure storage facility that is secured from unauthorized access at any/all times. The facility shall be located at the marine Contractor's principal place of business for security and control purposes while the abated structures and/or parts are in the Contractor's possession.

The awarded Contractor and their employees' shall have, keep and maintain during the course of the contract all applicable licenses and certifications required by law. Copies of licenses and certifications should be included in the bidder's response.

5. Contractors Responsibilities

The awarded Contractor shall have, keep and maintain at all times efficient and safe equipment capable of performing the scope of work as identified in this bid document.

ALL equipment used in the abatement of structure(s) shall have all applicable emergency flashing lights, type and color as may be specified by Law.

The awarded Contractor shall have, keep and maintain during the course of the contract all required insurance, as set forth in **Section 6; Contractors Insurance Requirements** of this bid request.

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Inspection and approval of the Contractor's yard and/or equipment may be sought by the District prior to the issuance of a contract and at any time during the performance of the contract.

Awarded Contractor(s) shall be solely responsible for their training and training of any employee(s) in the handling, processing, and disposal of Hazardous Materials related to this service. This is to include the transportation, storage, and disposal of any structures, equipment, and/or parts that may contain or suspected to contain Hazardous Materials.

The awarded Contractor(s) shall make ALL efforts to avoid any/all Hazardous Material spills, of any type, during the loading, off-loading, transportation and storage of structures. This will be from the point of pick up to the point of delivery to the drop off location designated by the District. The awarded Contractor(s) will assume all responsibility for any Hazardous Materials and/or spills that may occur while conducting these services for the District.

The Contractor(s) and/or their employee(s) shall release any personal property from a structure which has been impounded or stored per the District's request. The property shall be released to the structures registered owner or agent.

The Contractor shall ensure the response to requests by the District for abatement services, are competent and shall perform all abatement operations in the safest and most expedient manner possible.

While the awarded Contractor(s) or their employee(s) are involved in an abatement or other related business, the Contractor(s) and/or its employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following:

- Rude or discourteous behavior.
- Lack of service, selective service, or refusal to provide service that the Contractor or employee(s) are capable of performing.
- Any act of sexual harassment or sexual impropriety.
- Discrimination or harassment against any person due to their race, color, religion, sex, national origin, age, disability or genetic information.
- Unsafe driving practices.
- Exhibiting any signs of being under the influence of drugs and/or alcohol.

If any signs of being under the influence are suspected local law enforcement will be contacted immediately.

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The awarded Contractor(s) shall at all times, observe and comply with all federal, state, and local laws.

6. Contractors Insurance Requirements

The Contractor shall not commence work under a contract until they have obtained all the insurance required herein, and certificates of insurance have been submitted to the District and said insurance has been approved by the District. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least twenty (20) days prior written notice has been given to the District.

Any failure of Contractor to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire contract.

Certificates evidencing the issuance of the following insurance shall be filed with the District within ten (10) days after the date of execution of the contract by Contractor:

a. Workers' Compensation Insurance

Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Workers' Compensation Insurance for all employees to be engaged in work. In case of any such work sublet, Contractor shall require subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance.

b. Public Liability and Property Damage Insurance

Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than One Million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to, endorsements for the following coverages: personal injury, premises-operations, products and completed operations, explosion hazard, blanket contractual, and independent Contractor's liability.

c. Automobile Liability Insurance

Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with

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Contractor's business in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage per occurrence.

Contractor shall not commence any work under the contract until they have had delivered to the District an "Additional Insured Endorsement" naming **COUNTY, its officers, employees, and agents as additional insured** under each of the aforesaid policies in sub-paragraphs B and C above.

Contractor shall require each subcontractor to procure and maintain, during the life of this contract, similar Public Liability and Automobile Liability Insurance as specified in sub-paragraphs "B" and "C" hereinabove, with minimum limits equal to one-half the amounts required by Contractor and containing the "Additional Insured Endorsement" as required by Contractor in Section 7, sub-paragraphs "B" and "C" hereinabove. Contractor shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

7. Bid Submittal

All proposals must provide costs for services as listed in the *Cost Proposal*.

Contractor must complete and return the following: *Proposal Cover Page, Business Information Pages, Cost Proposal Pages and Certifications Page* for their complete bid response.

All proposals shall be signed by an authorized agent of the company. **One (1) original and three (3) copies** shall be stapled separately and placed in a sealed envelope clearly marked "**Lakebed Structure Abatement 2021 Bid Proposal**" with reference to the bid number.

The envelope shall be submitted to the **[County of Lake, Watershed Protection District]**, at the address indicated below.

ALL BIDS MUST BE SENT TO:

**County of Lake
Watershed Protection District
Attn: Scott De Leon, Director
255 N. Forbes Street, 3rd Floor
Lakeport, CA 95453**

8. Method of Award

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The District reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the District to be most advantageous to the District.

Bids must be quoted as a “flat rate” per structure to be removed from the site and transported to the designated drop-off facility the Contractor is willing to service. Bidders may bid on one or more areas.

9. Timeline

1. RELEASE OF REQUEST FOR PROPOSAL	September 15th 2021
2. PRE-BID CONFERENCE	September 20th 2021
3. DEADLINE FOR SUBMISSION OF QUESTIONS Email: William.Fox@lakecountyca.gov Fax: (707) 263-1965	Questions must be in the form of an Email or Fax <i>no later than: September 25th 2021</i>
4. ADDENDUM OF QUESTIONS POSTED	2 days after submission of questions
5. DEADLINE FOR PROPOSALS	September 30th 2021 (15 days after release of request for proposal)
6. TENTATIVE DATE FOR AWARDING CONTRACT	October 15th 2021. <i>Approx. 15 days after bid closing.</i>

10. Period of Performance

The period of Performance shall be from the date of the signed contract until **June 30 2022** with no obligation by the District to purchase any specified amount of services. The Contractor shall commence performance of requested services upon execution of a contract and shall diligently perform such services during the contract period.

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11. Standard Terms and Conditions

a. Bid Withdrawal

A bidder may withdraw any bid submitted at any time prior to the time set for the opening of bids. No withdrawal or modification shall be permitted after the time designated for the opening of bids.

The District may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any bid or retract a bid award if the evidence submitted by, or investigation of, such bidder fails to satisfy the District that such bidder is properly qualified or responsible to carry out the obligations of the prospective contract and/or to complete the work proposed herein or if the District desires to modify bid specifications.

Submittal and receipt of bids, to the District, does not obligate the District in any way. The District is not liable for any costs incurred by the bidder(s) in the preparation, presentation or in any other aspect of the bid and/or evaluation effort.

The District's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the District shall arise for payment beyond June 30 2022 of the calendar year unless funds are made available for such performance.

If, subsequent to bid award, the District determines that the prospective Contractor does not have the legal capacity or the qualifications to immediately enter into a contract, the prospective Contractor agrees to allow the District to rescind its bid award should the District choose to do so.

Information obtained from an officer, agent, or employee of the District or any other person shall not affect the risks or obligations assumed by the bidder or relieve them from fulfilling any/all of the conditions of the contract. Answers to questions received that would materially change and/or clarify this solicitation will be provided in writing to all firms that have received or requested this Invitation for Bid.

Each bidder, by signing and submitting their bid, certifies that it is not a part to any collusive action to fix prices. Violation thereof shall render void any such bid and Contractor shall be disqualified from this bid and/or contract.

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It is the Contractors sole responsibility to read and understand all terms and conditions of this bid document and contract before signing in agreement to. Failure to abide by all terms and conditions may result in termination of the contract.

The sale or transfer of the controlling interest in the awarded Contractors company shall immediately result in termination of the contract.

12. Conflict of Interest

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the District.

This obligation will apply to Contractor, their employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein.

Contractor's effort will include, but are not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County of Lake.

13. Additional Terms and Conditions

a. District's Responsibilities

For those structures removed hereto and incorporated by reference herein, the District shall pay Contractor as compensation in full for all services performed pursuant to this Contract the following rates per structure removed.

b. Termination

This contract may be terminated as follows:

- (a) By mutual consent of both parties; or
- (b) By either party upon thirty (30) days written notice to the other party

Upon termination, the District shall pay Contractor for all services satisfactorily completed by Contractor prior to the effective date of said termination. Compensation shall be paid within thirty (30) days after receipt by District of Contractor's itemized statement(s) under the conditions described in Section 13(b).

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Termination shall have no effect upon the rights and obligations of the parties pursuant to the terms of this contract which arise prior to the termination date.

c. Default and Remedies

All covenants and promises herein are deemed conditions to this contract and should Contractor default in the performance of any covenant, promise, or condition in this contract and the default is not cured by Contractor within thirty (30) days after written notice of the default by District, then the District may terminate this contract without further notice and is entitled to any and all remedies available to it in law and equity.

d. Indemnification-Hold Harmless

Contractor shall indemnify and defend the District and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by District, whether for damage to or loss of property, or injury to or death of person, including properties of the District and injury to or death of District officials, employees or agents, arising out of, or resulting from or in any way alleged to arise out of, or resulting from or in any way connected with Contractor's operations hereunder or the performance of the work described herein, unless such damage, loss, injury or death is caused solely by the negligence of the District.

e. Assignment

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of District, except that claims for money due or to become due Contractor from the District under this contract may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to District. Any attempt at assignment of rights under this contract, except for those specifically consented to by both parties or as stated above, shall be void.

f. Independent Contractor

It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent Contractor and is not an employee, agent or servant of District. Contractor is not entitled to any employee benefits.

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The District agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding)

g. Modification

This contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of Contractor and the District executed by the District's Director or his designee.

h. Non-discrimination in Employment

In the performance of the work authorized under this Agreement, Contractor shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

i. Attorney's Fees and Costs

If any action at law or in equity is necessary to enforce or interpret the terms of this contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

j. Interest of Contractor

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Contractor hereby covenants that he has, at the time of the execution of this contract, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this contract. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed

k. Severability

If any provision of this contract is held to be unenforceable, the remainder of this contract shall be severable and not affected thereby.

I. Notices

All notices that are required to be given by one party to the other under this contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the addresses provided in the contract, unless such addresses are changed by notice, in writing, to the other party.

Proposal Cover Page

BIDDER TO COMPLETE ALL APPLICABLE AREAS

The County of Lake, Watershed Protection District is seeking competitive proposals for Abatement of Dilapidated Lakebed Structures as detailed in this bid document.

BID CLOSING DATE: September 30th 2021 no later than 3:00 pm

All questions must be in written Email or Fax form, questions will not be accepted after the deadline as indicated in Section 9 of this bid document

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

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Company Name:		
Street Address:		
Mailing Address:		
City:	State:	Zip:
Remit to Address:		
City	State:	Zip:
Phone # ()		
FAX # ()		
Name		Title
Signature_____		

Business Information

PROVIDE THE FOLLOWING INFORMATION:

A. Business name: _____

B. Business owner(s) name: _____

C. Number of years in business: _____

D. Business License / County or State

Number (attach copy): _____

E. Location of Business: _____

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Office Contact Person: _____

Telephone Number: _____

F. Number, type and license plate number of abatement vehicles/vessels in your fleet:

(Please attach additional list(s) if necessary)

Business Information (cont'd)

G. Name and Policy Number of Insurance Carrier for vehicle/vessel(s) listed in your fleet:

H. Listing of possible Driver's and their license numbers that will work the County of Lake Watershed Protection District's Abatement of Dilapidated Lakebed Structures Contract:

I. Are all drivers insured through your business? YES____ NO____

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Certification

I, _____, a duly authorized agent of, _____
Printed Name of Agent/Officer Name of Organization

Hereby certify that _____, by submission of this proposal in response
Name of Organization

to the Request for Bid, agree upon contract award, to carry out the requirements specified and
obligates set forth therein.

**Each bidder, by submitting this bid response, certifies that it is not a
party to any collusive action to fix prices**

Signature_____ Date_____

Title of Agent/Officer_____