

CLACKAMAS SOIL AND WATER CONSERVATION DISTRICT (CSWCD)

INVITATION TO BID

Delano Creek Culvert Replacement Project

Critical Dates:

Request for Bids:	Friday, May 3, 2019
Pre-Bid Site Showing:	Thursday, May 9, 2019, 3:00 p.m. (meet at site)
Deadline for Solicitation Protest or Request for Clarification:	Friday, May 17, 2019, 4:00 p.m.
Bid Submission Deadline:	Friday, May 24, 2019, 4:00 p.m.
Public Opening of Bids:	Tuesday, May 28, 2019, 10:00 a.m.
Notice of Intent to Award:	Friday, May 31, 2019
Deadline for Protests:	Friday, June 7, 2019, 12:00 p.m.
Contract Award:	Friday, June 7, 2019
Project Initiation:	Estimated July 15 – August 1, 2019
Project Completion:	Saturday, August 31, 2019 (unless extension is granted by ODFW)

PART I

GENERAL INFORMATION and CONTRACTOR SELECTION PROCESS

1. Project Description

Watershed issues and solutions:

The purpose of this project is to remove a fish passage barrier and eliminate a potential sediment source from Delano Creek, a tributary of Clear Creek (located in the Clackamas River watershed). Delano Creek is designated as Essential Salmon Habitat and Critical Habitat for Lower-Columbia Coho Salmon and Winter Steelhead. The implemented design will remove the currently perched and failing culvert and replace it with an arch pipe culvert that meets Federal and State fish passage guidelines.

This project, located on a 200 acre beef cattle ranch and Century Farm, will require the removal of a farm road installed over 40 years ago in a creek corridor with steeply sloped banks consisting of fill material over concrete blocks and a 48" culvert. A new arch pipe culvert and crossing will be installed. As a result, normal bedload transport and stream processes will resume in this reach, and the upstream habitat will be accessible to all life stages of native salmonids. The implementation of this project will address fish passage as well as add additional in-stream habitat elements, while enabling the farm operation to continue operating safely and economically.

The site is located in a naturally incised stream valley that has continued to incise in response to base level changes on the Clackamas River and Clear Creeks and changes in the hydrology of the tributary due to hydromodification of the upstream watershed. These changes have resulted in the upstream movement of knick-points that have undermined the downstream end of the culvert and

caused extensive fill slope failure of the overlying road. Although the road is still currently usable, the risk of additional failure represents a significant risk to the farm operation. The new culvert foundation will need to be set at a location and elevation that limits the potential for undermining via stream erosion. Given the steepness of the valley walls, past head cutting that is currently arrested at the existing crossing, and the high energy condition in the channel, grade control, energy dissipation elements, and rock slope protection will need to be integrated into the project to protect any new structure. A roughened channel will need to be constructed at the new crossing to prevent further head cutting and prevent undermining of the culvert foundation. Rock slope protection will need to be incorporated to limit pile foundation exposure.

Bids are being requested for the following key components of the project (see bid sheet):

- Construction
- Materials procurement including culvert and rock
- Site remediation

The services to be provided are further described in Section II of this ITB.

Project location: The project site is on a private farm in the Redland area outside of Oregon City, Oregon. Address: 17572 S. Hattan Rd, Oregon City, OR 97045

Prevailing Wages: This project will be partially funded by federal funds, and is subject to payment of prevailing wages pursuant to the federal Davis-Bacon Act.

Performance and Payment Bonds: If a contract is awarded, the successful contractor will be required to provide separate performance and payment bonds for the full amount of the project.

Link to engineered drawings: See CSWCD website: <https://conservationdistrict.org>

- 2. Pre-Bid Site Showing.** A pre-bid site showing will be held at 17572 S. Hattan Rd, Oregon City, OR 97045 on Thursday, May 9, 2019, at 3:00 p.m. **Please RSVP** to Jenne Reische at (503) 210-6011 or jreische@conservationdistrict.org
- 3. Project Timeline**
Project work may begin after July 15, 2019 and as soon as a contract is signed and permits are secured. The in-water work window for this stream is from July 15 to August 31.
- 4. Closing Date for Bid Submissions**
All Bids must be received no later than **Friday, May 24, 2019, at 4:00 p.m.** Bids received after the specified time will not be considered. Bidders must submit one (1) signed original. Bidders may submit their Bids by email before the deadline, but must follow up with a signed original to be received before the May 24 deadline. An emailed copy will not substitute for the signed original.

Submit Bid to:

Eann Rains
Clackamas Soil and Water Conservation District (CSWCD)
221 Molalla Ave., Suite 102
Oregon City, OR 97045
Phone: 503-210-6005
Email: erains@conservationdistrict.org

Pursuant to ORS 279C.370, for Bids over \$100,000, within two hours of the Bid deadline, the Bidder shall submit a disclosure of the first-tier subcontractors that:

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (B) Will have a contract value that is equal to or greater than five (5) percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

The disclosure of first-tier subcontractors must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract.

Failure to submit this information by the disclosure deadline will result in a nonresponsive Bid. A nonresponsive Bid will not be considered for award.

5. Bids in Writing

Bids must be typed and printed. No oral, handwritten, telephone, or facsimile Bids will be accepted.

6. Necessary Information

Bids must contain all information requested in this document. CSWCD will not consider additional information submitted after the closing date and may reject incomplete Bids.

7. Cost of Preparing the Bid

CSWCD shall not be liable for any expenses incurred by Bidders in either preparing or submitting Bids or in participating in the pre-bid meeting, bid evaluation/contractor selection process, and contract negotiation process, if any.

8. Bids Constitute Firm Offers; Signature Required

Submission of a Bid constitutes Bidder's binding offer, which shall remain firm for a period of ninety (90) days from the closing date. An authorized representative of the Bidder must sign the original Bid in ink. By submitting the signed Bid, the Bidder agrees to be bound by the terms and conditions of the ITB and by all terms and conditions of the contract awarded.

9. Rejection of Bids; Cancellation of ITB

CSWCD may reject a particular Bid or all Bids upon finding that it is in CSWCD's or the landowner's best interest to do so, and/or if the Bidder fails to meet the eligibility requirements as disclosed in this ITB. CSWCD may reject all bids and cancel this ITB at any time upon finding that it is in CSWCD's or the landowner's best interest to do so.

10. Requests for Clarification, Solicitation Protests.

Requests for clarification or protests of the terms of the solicitation must be submitted in writing at least seven (7) business days before the deadline for submitting bids to:

Eann Rains
Clackamas Soil and Water Conservation District (CSWCD)
221 Molalla Ave., Suite 102
Oregon City, OR 97045
Phone: 503-210-6005
Email: erains@conservationdistrict.org

The written notice shall state with specificity the clarification being sought and/or the objection(s) to the solicitation, and the remedy requested, if any. When, in the District's discretion, the solicitation is required to be clarified or amended, a written addendum shall be made available to all bidders in the same manner in which the original solicitation was advertised and made available.

11. Notice of Intent to Award and Contract Negotiations

CSWCD will provide a written Notice of Intent to Award to the highest-ranking Bidder. Estimated date of notification is May 31, 2019. A copy of the Notice of Intent to Award will also be emailed to all Bidders who submitted a Bid in response to this ITB. CSWCD will enter into negotiations with the highest ranking Bidder.

12. Protest of Award

A Bidder who claims to have been adversely affected by the award decision shall have until June 7 2019, at 12:00 p.m. to submit a written/emailed protest of the selection to the CSWCD contact listed on page 3 of this ITB. Protests submitted after that date will not be considered. The protest must specify the grounds upon which the protest is based.

13. Contract Award

After expiration of the protest period and resolution of all protests, CSWCD will proceed with final award. Final award will be contingent upon successful negotiation of a contract within 14 days after the Notice of Intent to Award.

14. Evaluation Criteria

Bids that are deemed responsive will be evaluated based on Bidder's demonstration of responsibility as provided in ORS 279C.375, and according to the following criteria:

- a. Work schedule – initiation and completion dates.
- b. Approach to design and construction of the project, including project schedule and management to meet budget and timeline.
- c. Project organization, staffing, and management.
- d. Experience: Completion of similar projects/ability to clearly demonstrate the capacity to take on this type of project, and comments from Bidder's clients regarding the quality of the work.
- e. Evaluation and comparative assessment of aggregate bid price.
- f. Attendance at the pre-bid site showing.
- g. If necessary, CSWCD may obtain additional information from any or all Bidders.

PART II
SERVICES TO BE PROVIDED

1. Scope of Work

All of the work, including all streambank shaping, excavation, and installation of in-stream elements, shall be done according to attached plans, drawings and specifications, and as directed on-site by the contract inspector (CSWCD or Waterways Consulting, Inc.).

The Oregon Department of Fish and Wildlife will perform fish salvage at the time of dewatering of the creek.

All construction shall be performed in a manner specified by the Clackamas SWCD or Waterways Consulting, according to the engineering drawings given to Contractor for the project. CSWCD technical staff and Waterways Consulting engineers will conduct onsite inspection during construction.

2. Equipment and Services to be Furnished by the Contractor:

The Contractor must supply all equipment and experienced operators necessary to complete the work specified in the contract. In addition, the Contractor must furnish and cover:

- a. All costs of equipment, operation, and transportation.
- b. An experienced, qualified supervisor for crew.
- c. All required safety equipment and training for crew members in use of tools.
- d. Designated representative to supervise operations and represent the Contractor.
- e. Certified payroll documentation required to meet to applicable prevailing wage requirements.

3. Soil Erosion Prevention and Sediment Control

It is imperative that the Contractor and any subcontractors perform the work in a manner that prevents soil erosion whenever possible and minimizes sedimentation into Delano Creek. The Contractor will be required to install erosion prevention/control measures before work begins and carry out regular inspection and maintenance of those measures for the duration of construction.

4. Regulations and Permits

The Contractor shall, without additional expense to CSWCD, be responsible for complying with any federal and state laws, codes, and regulations applicable to the performance of the work. CSWCD will obtain the DSL/Army Corps of Engineers joint permit and Clackamas County permit. The Contractor is responsible for following the instructions as outlined in the permits. Any claims or penalties arising from failure to adhere to the permits are the responsibility of the Contractor.

5. Contractor Liability, Licensing, Insurance, and Prevailing Wage Requirements:

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. CSWCD will provide liability and workers' compensation insurance for its own employees when they are on the work site. Contractor must be a licensed contractor with the State of Oregon (CCB #), and hold liability insurance with the following limits:

- Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence for Bodily Injury and Property Damage and not less than \$2,000,000 for the aggregate. The Contractor's Comprehensive General Liability policy will also include pollution coverage for loss or spill of fuels and lubricants contained in motorized equipment used on the project and released into the streambed or worksite. This coverage shall be noted on the Certificate of Insurance provided to CSWCD.
- Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- Clackamas Soil and Water Conservation District, its officers, employees, and agents must be named on the Commercial General Liability, Automobile Liability, and Pollution policies (if Pollution policy is separate from Commercial General Liability) as an Additional Insured, with respect to the Contractor's services to be provided under the Contract.
- Contractor must also provide a certificate of workers' comp insurance.
- Contractor and all subcontractors are required to pay the appropriate Prevailing Wage Rate for work done on this project.

6. Site Maintenance

The Contractor shall dispose of all refuse created by the Contractor's activities and such refuse shall be hauled off of the project area and disposed of in a lawful manner.

7. Environmental Effects

The Contractor shall direct his or her activities in such a manner to minimize adverse effects on the environment. The Contractor will also be required to prevent contamination of soil and water by the Contractor's equipment, fuel, lubricants, etc. See also "Soil Erosion Prevention and Sediment Control" above.

8. Furnished Materials and Services:

CSWCD or its designated agent will acquaint the Contractor with work areas and access roads, administer the contract, and oversee all work elements. In addition, CSWCD will provide:

- a. Periodic inspection of work for compliance and certification of Contractors' work.
- b. Map of project area.
- c. Design/construction details.
- d. Right of way/access agreements and any other necessary environmental or cultural clearances.

9. Point of Hire and Release

Project point of hire and release shall be at the project site.

10. Payment

One lump sum request for payment may be submitted to the Clackamas SWCD upon successful completion of the project. The Contractor shall contact CSWCD to request final inspection of work for payment. CSWCD will make payment within 30-60 days of receipt of an invoice, following final approval of all work.

PART III
INFORMATION TO BE INCLUDED IN THE BID

All Bids must include the following:

1. Cover Letter.

Address the Bidder's interest in the project and commitment to the obligations expressed in the ITB. The letter must be signed by an authorized representative of the Bidder and indicate that the Bidder accepts all of the terms and conditions contained in the ITB.

2. Contact Information and CCB Number.

Provide CCB number and the name of the person(s) authorized to represent the Bidder in negotiations and signing of contract and other items.

3. Project Understanding

Submit a narrative describing the Bidder's understanding of the project, identifying any significant and unique issues.

4. Experience and Capability of the Bidder and Project Staff

Describe the Bidder's history, capabilities, and organization, as well as any special capabilities offered for this particular project. Include:

- a. List of key personnel, their role in the project, and their expertise.
- b. Name of the Bidder's lead person for this project.
- c. Name of the person who would be assigned as the Bidder's on-site supervisor.
- d. List of sub-contractors you are likely to bring in for the project, if applicable. This requirement is in addition to required subcontractor list submitted pursuant to section I.4 of this ITB.

Describe project team's experience:

- a. Performing in-stream and other tasks related to this project. Cite specific examples of in-stream construction/culvert replacement projects you have done.
- b. Grading.
- c. Following SLOPES requirements.
- d. Related to permit requirements (DSL, US Army Corps of Engineers, ODFW, NOAA-Fisheries/NMFS, and Clackamas County).
- e. Working with landowners.

5. Statement of Work/Project Approach

Briefly describe the Bidder's approach to implementing the project. Outline the key elements, what the Bidder will do, and how it will be done.

Describe the management approach that will be used to address such things as avoiding conflicts, facilitating reviews, budget control, scheduling, change order management, and project closeout.

6. Erosion Prevention and Sediment Control, Protection of Water Quality

Describe the erosion prevention/sediment control measures you would employ for this project. Cite examples of successful measures used in past projects.

7. Project Schedule

Provide a detailed timeline or schedule describing tasks to be completed, project milestones, time necessary to complete each task and the overall project. Provide evidence that adequate managerial effort, supporting staff, and resources will be committed to the timely completion of the project.

Bidder's availability from July 15 to August 31, 2019: List specific dates that your firm would implement the project if awarded a contract. Note: Work is to occur on a Monday-Friday schedule unless prior arrangements are made with CSWCD.

8. Project Cost

Provide a separate response for each of the following:

- a. Rates to be charged for each task or lump sum for each task.
- b. Price of materials, broken down by line item. Use the Bid Sheet. See the materials list in the Design and Technical Specifications.
- c. Mobilization: shown as an independent line item (all mobilization costs combined).
- d. Site remediation, if needed (e.g., grading and reseeded of site access area).
- e. Total project cost

Note: Although the Bidder is asked to provide costs on the complete materials list, CSWCD may wish to provide some of the materials to reduce the total project cost.

9. Equipment

Provide a list of equipment required for the project, including details on which equipment your firm owns, would lease, or would hire a subcontractor to provide.

10. References

Provide at least three (3) references: clients for whom you have performed work similar to this project. Include the client's complete contact information and the project name, date, and brief description of the project(s) installed for the client.

11. Insurance

Provide documentation of insurance coverage as described in the ITB.

12. Project photos

Provide photos of projects your firm has installed previously, if available.

13. Bid Bond

If the overall project cost is estimated to be \$100,000 or more, the Bidder must submit a bid bond or letter of credit for 10 percent of the total project cost.