

INSTRUCTIONS TO BIDDERS SOUTH SCAPPOOSE CREEK RESTORATION



ARTICLE 1 DEFINITIONS

- 1.1 All definitions are applicable as set forth in the Oregon Attorney General's Model Public Contract Rules Manual (ORS Chapters 279A, 279B and 279C).
- 1.2 Bidding documents include the Instructions to Bidders, Bid Schedule, and Proposed Contract Documents including Technical Specifications, Construction Plans, and any Addenda issued prior to receipt of bids.
- 1.3 Addenda are written or graphic instruments, issued prior to executions of the Contract, which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

ARTICLE 2 BIDDER'S REPRESENTATION

- 2.1 Each bidder by making his bid represents that he has read and understands the bidding documents.
- 2.2 Each bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed.

ARTICLE 3 BIDDING PROCEDURES

- 3.1 Each bid shall be made in accordance with the Proposal, and all blank spaces in the form shall be filled in. If bid is made by a partnership, it shall contain names of each partner and shall be signed in the firm name followed by a signature of partner signing for firm. If bid is made by a corporation, it shall be signed in the name of the corporation, followed by signature of officer authorized to sign for the corporation and printed or typewritten designation of office held in corporation; and signature shall be attested by secretary of corporation. Address and contact information of the bidder (including street number, post office box number, city, state, and phone number) shall be typed or printed on Proposal.
- 3.2 A bid is invalid if it has not been received (by mail or electronically) at the designated location prior to the time and date of receipt of bids indicated in the advertisement or invitation to bid, or prior to any extension thereof issued to the bidders.
- 3.3 **Bid Schedule Dates:**
 - MANDATORY PRE-BID SITE VISIT on Thursday, **March 18 at 10:00am** (meeting location below).
 - Bid Questions are due **March 22nd**, (submitted by mail or electronically – see address in 3.5)
 - FINAL BIDS are due on **March 29th, 2024** by 3:00 PM.
- 3.4 **Pre-Bid Site Visit Location:** North of Veteran's Park in City of Scappoose; at parking lot at north end of Captain Roger Kucera Way.

- 3.5 Submit Bids and Bid Questions to: Scappoose Bay Watershed Council, 57420 Old Portland Rd Suite 2, Warren, OR 97053, or electronically to coordinator@scappoosebay-wc.org in pdf format.

ARTICLE 4 SUBSTITUTIONS

- 4.1 Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
- 4.2 Substitution of materials or products for any part of this project will not be considered prior to bid opening. Substitution of materials or products for any part of this project after bid opening is subject to the written approval from the Council. The substitute materials and/or products must have the structural strength, appearance, durability, form, fit, and function equal to the original specified materials and/or products. Contractor is responsible for totally integrating the substitute materials and/or equipment into the project at no cost to the Council.

ARTICLE 5 ACCEPTANCE OR REJECTION OF BIDS

- 5 Bidder acknowledges the right of Council to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, bidder recognizes the right of Council to reject a bid if bidder failed to submit by the date required by bidding documents, or if bid is in any way incomplete or irregular.
- 6 Bidder acknowledges the right of Council to consider competency and responsibility of bidders and their list of proposed subcontractors and to return bid unopened if only one bid is received.
- 7 It is the Council's intent to proceed as soon as possible and upon making award of Contract will reject all other bids. Bid selection will be made based on price, examples of similar work of size and scope, experience and references.

ARTICLE 6 INSURANCE LIMITS

- 6.1 Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain, until the work is completed and accepted by the Council, minimum insurance coverage as follows:

Type of Coverage	Limits
General Liability	\$1,000,000 Combined single Limit & 2,000,000 aggregate
Public Liability & Workmen's Compensation	\$1,000,000 Combined Single Limit
Property Damage including coverage for damage caused by blasting, collapse or structural injury, and/or damage to underground utilities.	\$1,000,000 Combined Single Limit
Contractor's Protective Public Liability	\$1,000,000 Combined Single Limit
Contractor's Protective Property Damage	\$1,000,000 Combined Single Limit
Contractual Public Liability in accordance with agreement between Owner and Contractor	\$1,000,000 Combined Single Limit

Automobile Public Liability covering all automobiles, trucks, tractors, trailers, motorcycles, or other automotive equipment whether or not owned, rented, or leased by the Contractor or owned or not owned by employees of the Contractor.	\$1,000,000 Combined Single Limit
Automobile Property Damage covering all automobiles, trucks, tractors, trailers, motorcycles, or other automotive equipment whether or not owned, rented, or leased by the Contractor or owned or not owned by employees of the Contractor.	\$1,000,000 Combined Single Limit

The Contractor shall deliver to the Council **prior** to the notice to proceed, two (2) copies of the above insurance policies.

ADDITIONAL NOTES

This is a OWEB grant-funded project with support from the City of Scappoose, CSWCD, and ODFW. Funds available for construction are in the range of \$150,000 - 180,000.

PERMIT NOTE: *All required project environmental compliance permits have either been secured, or are pending, and expected to be secured prior to contract signing. Except for the DEQ 1200C Stormwater permit. This will applied for by the contractor and completed upon the project completion.*

PROPOSAL

The Contractor agrees to furnish all materials, labors, tools, equipment, and services required for the installation of the South Scappoose Creek Reach F Restoration Project as the completed schedule of prices indicate, all in accordance with the plans and specifications.

Name of Bidder:

Address:

City/State:

Phone/ Fax:

E-mail:

This proposal is submitted as an offer by the undersigned to enter into contract with the Scappoose Bay Watershed Council, hereinafter referred to as Council, for the furnishing of all materials, labor, tools, equipment, and services of all kinds required for the installation of the South Scappoose Creek Reach F Restoration Project as shown by those plans and specifications. This offer is conditioned on the following declaration as to the acts, intentions, and understandings of the undersigned and the agreement of the Council.

1. The undersigned declares that the only persons or parties interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the Council; and that the Proposal is made without any connection or collusion with any person making another proposal on this Contract.

2. All of the specifications and Construction Plans contained herein have been examined by the undersigned and their terms and conditions are hereby accepted. The following is a list of elements included in the Construction Plans:

Title: South Scappoose Creek Reach F Restoration Project

Date: 2/28/24

- South Scappoose Creek Restoration – Management Zones F, 100% Design Submittal (15 pgs)
- Technical Specifications for South Scappoose Creek Restoration Management Zones F, May 3, 2024 (58 pgs)
- Documents to be included in final contract (per OWEB funding requirements):
 - 1200C DEQ Storm Water Permit

1. It is understood that the Construction Plans may be supplemented by additional drawings and specifications in explanation and elaboration thereof and if they are not in conflict with those referred to in Paragraph 1 above, they shall have the same force and effect as though they were now attached hereto and when issued they shall be accepted as contract documents. Contractor shall list below all Addenda issued prior to submission of this Proposal, which Contractor hereby agrees is part of the Bid:

Addenda

City of Scappoose Terms and Conditions
Qualifier to

Date

4/30/2024

2. The undersigned agrees that he has exercised his own judgment regarding the interpretation of any subsurface information and has utilized all data which he believes to be pertinent from the Engineer, Council, and other sources in arriving at his conclusions.
3. The undersigned agrees to accept as full payment for the work proposed herein the price computed by him. Bidder agrees that the price represents a true measure of the labor and materials required to perform the work called for in the Plans and Specifications referred to above, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.
4. All items herein for which a bid is hereby submitted have been completed in full by the showing of a unit or lump sum price or prices for each and every item thereof.
5. The work under this contract shall be completed in its entirety by September 30, 2024. The Council shall deduct and retain out of any sum due or that may come due, \$500.00 per each and every calendar day that the completion of said work is delayed beyond the prescribed completion date or such time extensions as might be authorized by the Council.
6. The Contractor will provide three examples of similar work and contact information for the references.
7. A Performance Bond will be required.

Contractor, by initialing this provision, expressly acknowledges and agrees that such daily delay charges are a reasonable estimate of the damages that Council will suffer if the work is not timely completed.

Contractor_____

BID ITEM SCHEDULE SUMMARY

Bid Schedule Total \$ _____

The undersigned proposes to furnish all materials, labor, tools, equipment and services and do all the work required to construct the South Scappoose Creek Reach F Restoration Project with said Plans and Specifications for the price of \$ _____. The attached Bid Schedule prices are for informational purposes only and for determining partial progress payments.

The undersigned agrees that the time of completion shall be on or before September 30, 2024.

Dated at _____ this _____ day of _____, 2024.

Contractor

Name

Signature

Official Title

South Scappoose Creek Reach F Restoration; Project Summary for BIDDERS

Project Description

This project addresses key limiting factors for salmonids on a 0.2-mile reach of South Scappoose Creek. The goal is to improve physical habitat quality and complexity by laying back banks, inset floodplain creation, and installing large wood within the stream bank.

Project activities will all occur on the west bank of South Scappoose Creek within one parcel: 3212-BD-00600, owned by the City of Scappoose (see attached site location map).

Full project activity details are contained in the attached 100% Design Submittal and Technical Specifications.

General Project Tasks (all tasks per Plans and Specifications)

1. Stream bank lay-back along significant portions of the creek, on the west bank.
2. Floodplain benches at three locations along the west bank of the main channel.
3. Install bank log structures in city parcel.
4. Install engineered streambed material at specified locations.
5. Cleanup and closing – restore disturbed areas by preparing ground, and applying seed and straw-mulch.
6. Timing – all work is required to be completed within the In-Water Work Window for South Scappoose Creek: July 15 to August 31, 2024.

Bid Sheet on following page.

South Scappoose Creek Restoration, Management Zone F, Bid Sheet

ITEM NO.	SPECIFICATION	ITEM	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL
1	01 50 00	MOBILIZATION AND DEMOBILIZATION	1	LS		
2	01 56 26	TEMPORARY FENCE - TYPE ESA	1,185	FT		
3	01 57 13	TEMPORARY EROSION CONTROL AND BMPS	1	LS		
4	01 57 13.01	STRAW WATTLE	6,200	FT		
5	31 11 00	CLEARING AND GRUBBING	1	LS		
6	31 23 16	UNCLASSIFIED EXCAVATION	5,010	CY(F)		
7	35 42 00	BANK LOG STRUCTURES	3	EA		
8	35 42 00	FLOODPLAIN LOG STRUCTURES	8	EA		
9	32 92 00	SEEDING	3.4	AC		
TOTAL						

Notes & Assumptions:

1. Quantities shown are approximate only; the Contractor shall be responsible for all work indicated on the Drawings and prescribed in the Specifications.
2. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.

Location Map: Proposed design site with respect to restoration activities.

