

INVITATION FOR BID Birch Creek Peterson Dam Removal Project Implementation

Confederated Tribes of the Umatilla Indian Reservation

*Umatilla Basin Fish Habitat Restoration Project
Department of Natural Resources*

CONTRACTORS INVITED TO BID THE PROJECT: **All individuals with and without Indian preference.**

DATE ISSUED: April 24, 2024
IFB No. 2024/03-401

Administrative Contact: Julie A. Burke
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Technical Contact: Michael Lambert
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Critical Dates:

| | |
|-------------------------------------|----------------------------------|
| Site Tour | May 10, 2024 |
| Request for Clarification Deadline: | May 16, 2024 |
| Response to Clarification Deadline: | May 20, 2024 |
| Bid Submission Deadline: | May 24, 2024– 4:00 pm PST |
| Tentative Award (est.): | May 28, 2024 |
| Contract Award (est.): | June 21, 2024 |
| Project Initiation (est.): | September 1, 2024 |
| Project Completion (est.): | September 30, 2024 |

Invitation for Bid

Part I- Project Information and Scope of Work ***Birch Creek Peterson Dam Removal Project***

1.1 Project Purpose and Location:

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is accepting bids for the removal of an existing dam structure and irrigation infrastructure, installation of a series of rock weirs for grade control with large wood structures to provide habitat and regrading of the channel at the location of the structure. The project is located on Birch Creek, about 2.9 miles upstream of its confluence with the Umatilla River on Birch Creek Road, near the town of Reith, approximately 3 miles west of City of Pendleton, Oregon along Birch Creek Road (Township 2 North, Range 32 East, NW¼ Section 29 and NE¼ Section 30). The project site is located entirely on private property.

See Attachment A for Project Map

1.2 Scope of the IFB

This Invitation for Bid (“IFB”) provides the specific services to be contracted as well as information concerning the preparation and submittal of Bids, an explanation of how bids will be evaluated, and terms and conditions of the contract that may be awarded as a result of the IFB.

1.3 Project Site Tour

A Pre-Bid Site Showing for Contractors is scheduled on **May 10, 2024**, from 9:00 AM to 12:30 PM PDT. Contractors are encouraged to attend the Pre-Bid Site Showing to inform their bid. Interested contractors should meet at the CTUIR Governance Center at 46411 Timíne Way, Pendleton, Oregon, 97801. Contractors planning to tour the project site are encouraged to confirm attendance with the contacts by 4:00 pm the day before the tour is scheduled.

1.4 Closing Date for Submissions

The closing date for Bid submissions will be on **May 24, 2024 at 4:00 pm, Pacific Standard Time (PST)**. Bids received after the specified time will not be considered. Contractors must submit their bid electronically by email in pdf format to:

Julie Burke - julieburke@ctuir.org

Subject line should read: **“Birch Creek Peterson Dam Removal Project”**

By submission of a bid, the contractor agrees, if his/her bid is accepted, to enter into a contract with the Confederated Tribes of the Umatilla Indian Reservation, Department of Natural Resources and to complete all work as specified in the contract at the bid price and to complete all work within the time frame indicated in the attached IFB.

The bid must be independently arrived at and be prepared in accordance with the enclosed instructions. Unless otherwise specified in the IFB, the contract will be awarded to the lowest aggregate responsive, responsible bidder with fair consideration given to Indian-owned, other minority, woman or disabled-based enterprises.

Contractors should be advised that, prior to award of any contract, the CTUIR Department of Natural Resources - Fisheries Program reserves the right to conduct a pre-award survey for the purpose of determining the contractor's responsibility and capacity to perform the contract. This survey may include review of prior subcontracting agreements, financial capacity, and quality of work performed on other contracts.

Bids shall be prepared by computer. No oral, handwritten, telephone or facsimile bids will be accepted. All bids must be signed and dated; if a joint venture is submitting the bid, each joint venturer must sign the bid. All bids must include **IFB No. 2024/03-401**

1.5 Necessary Information

Bids must contain all information requested in the IFB. The CTUIR will not consider additional information submitted after the closing date and may reject incomplete bids.

1.6 Cost of Bids

The CTUIR will not be liable for any expenses incurred by contractors in either preparing or submitting bids, evaluation/selection, or contract negotiation process, if any.

1.7 Request for Clarification

In order to ensure maximum fairness to all bidders, any and all pertinent questions regarding the attached IFB must be submitted in writing by 2:00 p.m. prevailing local time on **May 16, 2024** and directed to: Michael Lambert, identified Technical Contact on page 1. The CTUIR is not obligated to answer any questions submitted after the due date.

1.8 Response to Requests for Clarification

Responses to questions received by the request for clarification deadline will be provided no later than **May 20, 2024**. Questions sent after the deadline will not receive a response.

1.9 Bids Constitute Firm Offers

Submission of a bid constitutes contractor's affirmation that all terms and conditions of the bid constitute a binding offer that shall remain firm for a period of ninety (90) days from the bid opening.

1.10 Signature Required; Proposer Affirmations

An authorized representative of the contractor must sign the original bid in ink. Contractor's signature and submission of a signed bid in response to the IFB constitute contractor's affirmation

that the contractor agrees to be bound by the terms and conditions of the IFB and by all terms and conditions of the contract awarded.

1.11 *Type of Contract*

The CTUIR will execute a subcontract for construction services to remove a dam and associated infrastructure, and install channel grade control and habitat structures.

1.12 *Confidential Information*

Bids are confidential until the public opening. any information a contractor submits in response to the IFB that the contractor considers a trade secret or confidential proprietary information, and contractor wishes to protect from public disclosure, must be clearly labeled with the following:

“This information constitutes a trade secret or confidential proprietary information and is not to be disclosed except in accordance with applicable public disclosure laws.”

1.13 *Requests for Further Clarification of Bids*

The CTUIR may request additional clarification from contractors on any portion of the bid.

1.14 *Cancellation of IFB*

The CTUIR may cancel this IFB at any time upon finding that it is in the CTUIR’s best interest to do so.

1.15 *Rejection of Bids*

The CTUIR may reject a particular bid or all bids upon finding that it is in the CTUIR’s best interest to do so.

1.16 *Tentative Award*

The CTUIR will provide a written tentative award notice to the lowest responsive and responsible bidder. Final award will be contingent upon successful execution of a contract within 7 days after the tentative award.

1.18 *Protest of Tentative Award Selection*

A notification of tentative award to the lowest responsive and responsible contractor will be mailed to all contractors that submitted a bid in response to this IFB. A contractor who claims to have been adversely affected by the selection of a competing contractor shall have seven (7) calendar days after receiving the notice of selection to submit a written protest of the selection to the IFB contact listed in part 1.4. The CTUIR will not consider protests submitted after the date established in this part. The protest must specify the grounds upon which the protest is based.

1.19 Award

After expiration of the seven (7)-calendar day selection protest period and resolution of all protests, the CTUIR will proceed with final award.

1.20 Investigation of References

The CTUIR reserves the right to investigate the references and past performance of any contractor with respect to its successful performance of similar services, compliance with IFB and contractual obligations, and its lawful payment of suppliers, sub-contractors, and employees. The CTUIR may postpone award or execution of the contract after the announcement of the apparent successful contractor in order to complete its investigation. The CTUIR reserves the right to reject any proposal at any time prior to the execution of any resulting contract.

1.21 Amendments

The CTUIR reserves the right to amend the resulting contract from this IFB. Amendments could include but are not limited to, changes in the statement of work, extension of time and consideration changes for the contractor. All amendments shall be in writing and signed by all approving parties before becoming effective. Only the CTUIR has the final authority to execute changes, notices, or amendments to this solicitation.

Part II - Services to Be Provided

2.1 Scope of Work

The project area for the solicited work is located on Birch Creek, approximately 2.9 miles upstream of its confluence with the Umatilla River near the town of Reith, approximately 3 miles west of City of Pendleton, Oregon along Birch Creek Road (Township 2 North, Range 32 East, NW¼ Section 29 and NE¼ Section 30, Umatilla County, Oregon; Attachment A).

The project is intended to improve fish passage and habitat for Endangered Species Act-listed steelhead (*Oncorhynchus mykiss*), coho salmon (*Oncorhynchus kisutch*) and other culturally, ecologically, and economically important aquatic species.

Work Item 1 and 2 – Site Preparation and Environmental Controls

The site access, staging, and sequencing plan will be in conformance with the BPA HIP IV General Aquatic Conservation Measures (see Attachment C). Site access will be from Birch Creek Road to the staging area on Tax Lot# 2801 Section 29 & 30. The staging areas will be entirely above the ordinary highwater elevation. Straw wattles will be installed on the downslope sides of the staging area in the event of wet weather during construction. See construction specifications for details of staging areas, and access routes. The construction sequencing shown in Attachment C is recommended for conformance with the permit requirements; however, a revised plan may be developed by the contractor for review and acceptance by the construction contracting agency. The revised plan may include changes in access routes, methods, staging areas, and sequencing so long as it is in conformance with permit requirements. The CONTRACTOR will be responsible for adherence to and implementation of the accepted plan. The CONTRACTOR shall install erosion controls as required for permitted environmental compliance (see Attachment C). The pre-construction surveying layout shall be completed by the CONFEDERATED TRIBES.

CONTRACTOR shall perform the work, minimizing environmental pollution and damage as the result of construction operations, in accordance with these referenced Design Drawings and Specifications and applicable local, state, and federal laws (Attachment C). CONTRACTOR shall be responsible for complying with all permit requirements including HIP Terms and Conditions. CONTRACTOR shall be responsible for obtaining all other permits as may be required including Oregon Department of Environmental Quality (ODEQ) 1200-C Permit and the Oregon Department of Forestry (ODF) Permit to Use Fire or Power-Driven Machinery. CONTRACTOR shall obtain all needed certifications and licenses as required by state and local jurisdictions. The following Stormwater Pollution Prevention Plan (SWPPP), ODEQ 1200-C Permit, and Erosion and Sediment Control (ESC) Plan, shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES (Attachment C).

CONTRACTOR shall cleanup the worksite and complete necessary repairs prior to leaving. Project cleanup includes but not limited to removing and hauling off garbage and debris and decommissioning access routes and staging areas at end of project.

Work Item 3 – Earthwork

Following clearing and grubbing, earthwork involves all costs associated with removal of concrete sill and 2-ft irrigation pipe and hauling off foreign material, excavation of the channel bed for roughened riffle, and filling the irrigation ditch with locally sourced barrow material and topsoil. CONTRACTOR shall construct improvements to the project area as detailed in Attachment C.

Work Item 4 – Stream Structures

CONTRACTOR shall include all costs of importing streambed sediment and cobbles, scour protection material, 3.0-foot diameter boulders and acquiring, hauling, and stockpiling trees and racking material for construction per Attachment C.

Work Item 5 – Stream Structure Installation

CONTRACTOR shall install and compact roughened riffle to planned elevations, install bank habitat structures, and construction and installation of boulders for step pool rock weirs per Project Design Drawings and Construction Specifications (Attachment C).

The bid should include construction cost estimate for all planned activities including: material acquisition, hauling, and restoration tasks with a thorough description of supportive documentation justifying costs associated with implementation items, equipment and labor, materials and staging, and phases of work. The CONTRACTOR is responsible for providing bids that are based on the design plans completed by Tetra Tech Inc., CTUIR and Umatilla Basin Watershed Commission. CONTRACTOR shall base bids on the work-site physical conditions (as determined during the bid tour), design, and design package and the ability to work cost effectively within the scope of the design package.

General Work Provisions

1) Required Equipment Standards

- a. Synthetic hydraulics - hydraulic oil in the equipment that is utilized during project construction must meet or exceed stringent acute aquatic toxicity (L-50), which is inherently biodegradable. Example: Chevron Clarity or equivalent. (Note: Compliance with specification will be tested by the CTUIR and designated agent).
- b. Spill Kits (including rag pads and booms) will be required on site at all times.
- c. Equipment will be free of leaks, clean and free of off-site soil and plant matter, and in good operating condition.

2) Minimum Equipment Specifications

Proposed equipment quantities and specifications are the responsibility of the Contractor in meeting the project construction and timelines as outlined in Attachments C.

3) Materials and Services Furnished by the Contractor

The Bidder must supply all materials, tools, equipment, and experienced laborers necessary to complete the work specified in the contract. In addition the contractor must furnish and cover:

1. All costs of equipment, operation, and transportation.
2. An experienced, qualified supervisor for crew.
3. All required safety equipment and training for crew members in use of tools.
4. Designated representative to supervise contract operations and represent Contractor.

4) Oil and Spill Prevention

The contractor will be required to fuel, lubricate, and perform maintenance activities at a distance greater than 100 feet from any water body, stream, spring, or wetland. The CTUIR will reserve the right to inspect equipment at the time it is delivered to the work site. Equipment must be free from excessive leaks in hydraulic, fuel, and power systems and clean enough to allow for close

inspection of these systems. The CTUIR reserves the right to require the contractor to remedy or replace any equipment that does not meet these conditions.

5) Fire Prevention and Control

The contractor shall be responsible for fighting his or her own fire(s). The contractor, acting independently, shall immediately extinguish without expense to the CTUIR, all fires on or in the vicinity of the project which are caused by him, her, or his or her employees whether set directly or indirectly as a result of the work on the project. The contractor may be held liable for damages resulting from fires set or caused by his or her employees or resulting from operation of this contract. If the amount and character of labor, subsistence, supplies and transportation which the contractor is in a position to furnish promptly for fire suppression prove inadequate, the CTUIR is authorized to procure such items and services as may be deemed necessary and charge to the contractor.

6) Regulations and Permits

The CTUIR will be responsible for obtaining any necessary permits from the U.S. Army Corps of Engineers, Oregon Department of Fish and Wildlife, Umatilla County, cultural resource clearance, Endangered Species Act – Section 7 Consultation Clearances, rights-of-way agreements and easements with the affected landowner and any other necessary environmental or cultural clearances.

7) Contractor Liability, Licensing and Insurance Requirements

The contractor shall be held 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. The CTUIR will be responsible for providing liability and workers compensation insurance for CTUIR 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: \$2,000,000 aggregate, and \$1,000,000 per occurrence.

Liability insurance must name the CTUIR as an additional insured party for the duration of the project. Contractor must provide Commercial Automobile Liability Insurance in amount equal to the greater of (1) one million dollars for all vehicles used in performance of the Services or (2) any other amount required by applicable law. Contractor must also provide a certificate of workman comp insurance (if contractor has employees).

Bidders shall post Performance and Payment Bonds equal to 100 percent of the contract price before work commences.

A bid deposit of 5% of the total bid must accompany the bid. This must be in the form of a bid bond, certified check, or cashier's check issued to "CTUIR DNR Fisheries". The bid deposit will be returned as per final contract acceptance.

8) Furnished Materials and Services

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

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

9) Bid Itemization

Bid will include itemized costs per bid item component by quantities and unit cost including materials, proposed equipment, equipment hourly rate, operator hourly rate, and personnel hourly rates. Contractor will provide a lump sum price per bid item and total aggregate bid. A bid item summary sheet is provided for simplicity (Attachment B) but the Contractor may use a format that better represents their proposal as needed.

10) Point of Hire and Release:

Project point of hire and release shall be at the project site located in the vicinity of Township 2 North, Range 32 East, NW¼ Section 29 and NE¼ Section 30, Umatilla County, Oregon (Attachment A).

11) Acceptance of Work

Acceptance of work will be determined by an inspection of the work by the CTUIR. Nonconformance with any specification will classify the work as unsatisfactory, and rework will be required to bring the work up to the standards negotiated and agreed upon in the contract agreement. The contractor shall maintain a complete copy of the contract and specifications available on-site at all times, for use by the contractor and the contractor's employees, and to provide for reference in discussions with CTUIR personnel.

12) Timeline and Penalties for Unauthorized delays:

- a. Project is projected to begin by **September 1, 2024**. The scheduled date for completion of the project is expected to be **September 30, 2024**.

The contractor must complete all aspects of the work before this date, unless completion is delayed due to permitting, weather or conditions mutually agreed upon and designated in writing by the contractor and the CTUIR.

- b. Once work is commenced, project work shall be ongoing. Work shall commence on a Monday-Friday schedule unless prior arrangements are made with the CTUIR. Any delay in daily production will be discussed and agreed upon through the CTUIR.
- c. Work shall not commence until the work schedule is approved, then shall be continuous, unless weather conditions or circumstances beyond contractor's control prevent working. The CTUIR must approve deviation from the approved work schedule in writing.
- d. The CTUIR will levy a penalty of \$500/day against the contractor if the project is not completed by the scheduled project completion date of **October 30, 2024**, or some other date mutually agreed in writing by both parties.

13) Payment

Payment for invoicing will be discussed during contract negotiation. Upon receipt of the final invoice, CTUIR personnel shall conduct a final inspection of the work. If, during the final inspection, the work is determined to be satisfactory, the CTUIR will make payment within 30 days.

14) Use of Premises

The Contractor shall, at all times, direct activities in such a manner as to minimize adverse impacts on the property. Use of vehicles shall be restricted to project access points as designated by the CTUIR and use shall be minimized and may be restricted in use during wet periods. No machinery shall operate in creeks that contain water; in these areas hand labor shall be required. Gates in areas where livestock is present shall not be left open unless so requested by the landowner. No camping will be allowed on the project site. The project area shall be cleared of all non-forest debris resulting from contractor's operation as required by the CTUIR prior to final payment being received. Any damage to trails, roads, railway crossings, fences, irrigation systems, ditches or creek banks shall be promptly repaired by the Contractor to the condition which existed prior to the damage, or replaced at the Contractor's expense prior to final approval of the work by CTUIR.

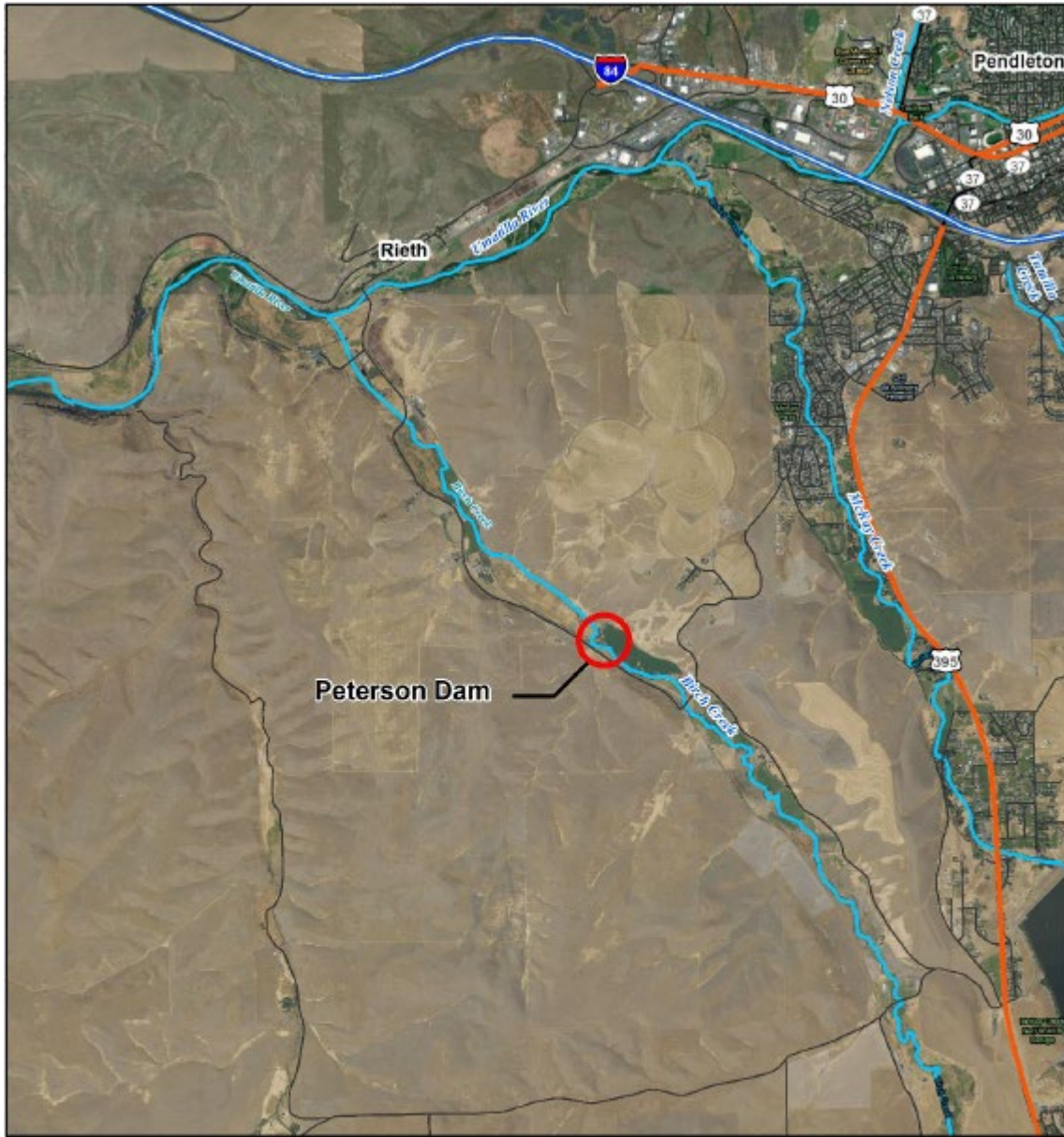
15) Indian Preference

Unless otherwise specified, the contract will be awarded to the lowest, responsive, responsible bidder; unless a responsive, responsible Indian bidder is within 6% of the lowest bid or a maximum of \$30,000 of lower non-Indian bidder.

Attachments:

- Attachment A: Project Site Vicinity Map
- Attachment B: Bid Sheet
- Attachment C: Peterson Dam Removal Project 80 Percent Design

Attachment A: Project Site Vicinity Map



| | | |
|---|--|---|
| <p>PROJECT LOCATION</p> <p>Peterson Dam Fish Passage Design Umatilla County, OR</p> | <p>Legend</p> <ul style="list-style-type: none"> — Limited Access — Highway — Major Road — Local Road — Rivers/Streams <p>0 0.5 1 Miles</p> | <p>Umatilla Basin WATERSHED COUNCIL</p> <p>TETRA TECH</p> |
|---|--|---|



Attachment B: Bid Sheet
Construction Bid Item Form
Bidder's Qualifications must be attached to Bid Sheet
IFB No. 2024/03-401

Bid Table (Page 1):

| Item # | Item Description | Units | No. of Units | Unit Cost | Total Cost |
|--------------------------------|---|-------|--------------|-----------|------------|
| 1 | Site Preparation | | | | |
| | Mobilization and Demobilization | 1 | LS | | |
| | Clearing and Grubbing | AC | 0.2 | | |
| 2 | Environmental Controls - Permit Compliance - Best Management Practices | | | | |
| | Construction Area BMP's | 1 | LS | | |
| | Temporary Bridge | 1 | LS | | |
| | Water Control/Dewatering/Fish Passage | 1 | LS | | |
| | Seeding | AC | 0.6 | | |
| | Project Cleanup & Repairs | 1 | LS | | |
| 3 | Earthwork | | | | |
| | Excavation – Birch Creek Channel & Existing Dam Removal | 520 | CY | | |
| | Fill – Irrigation Ditch | 300 | CY | | |
| 4 | Stream Structures | | | | |
| | Streambed Sediment & Cobble | 780 | CY | | |
| | Scour Protection Material | 60 | CY | | |
| | Boulder for Step Pool Rock Weir | 180 | EA | | |
| | Large Woody Debris | 15 | EA | | |
| 5 | Stream Structure Installation | | | | |
| | Roughened Riffle | 780 | CY | | |
| | Bank Habitat Structure | 3 | EA | | |
| | Step Pool Rock Weir | 4 | EA | | |
| Final Construction Cost | | | | | |

Bid Form (Page 2):

| | |
|--|-------------|
| CONTRACTOR'S FULL LEGAL NAME: (PLEASE PRINT OR TYPE): | |
| AUTHORIZED SIGNATURE: | |
| PRINTED NAME AND TITLE OF PERSON SIGNING: | |
| DATE: | |
| COMPANY ADDRESS: | |
| FAX NUMBER: | |
| EMAIL ADDRESS: | |
| BID PRICES VALID FOR | DAYS |

By signing and submitting this Bid Form the bidder shall honor the completed competitive bid for a period of up to 90 days from the date of bid opening.

Attachments C – Peterson Dam Removal Project 80 Percent Design

The 80% planset, general conservation measures, construction specifications and project design drawings can be accessed via the CTUIR file share website at:

<https://paluut.ctuir.org/services/uploads/P/2230/Peterson%20Dam%20Removal%2080%20Percent%20Basis%20of%20Design%20Report.pdf>