

INVITATION FOR BID Kelsay Creek 030 Road Culvert Removal

Confederated Tribes of the Umatilla Indian Reservation

*North Fork John Day Fish Habitat Restoration Project
Department of Natural Resources*

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

DATE ISSUED: 05/17/2024

IFB No. 2024/04-411-024

Administrative Contact: Julie A. Burke

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Technical Contact: John Zakrajsek

Office: (541) 429-7943

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Critical Dates:

Bid Tour	May 30, 2024 – 9:00 AM PST
Bid Question Response	June 4, 2024
Bid Submission Deadline:	June 10, 2024 – 2:00 PM PST Tentative Award
Selection (est.):	June 12, 2024
Contract Award (est.):	June 26, 2024
Project Initiation (est.):	July 15, 2024
Project Completion (est.):	August 15, 2024

Attachments

Attachment A – Area Map

Attachment B – Low Water Ford Details

Attachment C – Bid Sheet

GENERAL BID INFORMATION

BACKGROUND

The CTUIR is requesting bids from qualified contractors for the removal of one culvert and the associated road prism with rock and dirt placed along the USFS 1012 Rd near the culvert removal location on lands managed by the Umatilla National Forest (UNF).

Culvert removal will occur during the regular July 15 to August 15 instream work window unless an instream work window extension is granted.

BID SUBMISSION DEADLINE

The closing date for Bid submissions will be on **June 10, 2024 at 2:00 pm, Pacific Standard Time (PST)**. Bids received after the specified time will not be considered. Contractors must submit their bid electronically to:

Julie Burke - julieburke@ctuir.org

Proposal should be in PDF format.

Subject line should read: **“Kelsay Creek 030 Culvert Removal”**

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 (CTUIR), Department of Natural Resources and to complete all work as specified in the contract at the bid price and within the IFB’s time frame.

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 may include review of prior subcontracting agreements, financial capacity, and quality of work performed on other contracts.

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. 2024/04-411-024

WORK SITE TOUR

A bid tour will be provided on **May 30, 2024 at 9:00 AM PST** for interested parties. Participants will meet at the USFS 10 and 10-053 Road junction (bridge) on the North Fork John Day River near the USFS Tollbridge Campground (44.997823, -118.935539). The meeting location is ~15 miles south of Ukiah, Oregon.

BID QUESTIONS

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 **June 4, 2024** and directed to: Julie Burke at the contact information noted above.

CONTRACTOR SELECTION

Selection will be based upon the lowest bid of qualified contractors and an evaluation of contractor qualifications. As such, bids will need to be supported by an explanation of contractor qualifications.

PROJECT LOCATION AND PURPOSE

The CTUIR's, Department of Natural Resources Fisheries Program is currently inviting bids for the removal of a culvert and road prism on lands managed by the UNF. The site is located in Desolation Creek/Kelsay Creek basins approximately 29 miles south of Ukiah, Oregon and can be accessed by the USFS 10 and 1011 Roads. More specifically, the project site is located one mile up the USFS 1012 Road which is closed to public access. This will be a 'field fit' design with work directed by UNF and CTUIR staff.

The project will involve:

1. Remove ~150' of road prism and one culvert from the floodplain (~1,600cy³) and a 6' diameter culvert.
2. Place excavated materials along the USFS 1012 Road cutbank.
3. In the road prism's place construct a side channel and graded floodplain surface that aligns with that upstream and downstream.
4. Implement and monitor appropriate BMPs.
5. Site clean-up.

SCOPE OF WORK

Bids should include construction cost estimate for all planned activities including material removal, placement, and hauling and restoration tasks with a supporting documentation justifying costs associated with implementation items, equipment and labor, materials and staging, and phases of work. The Contractor is responsible for providing bids based on work-site conditions (as determined during the bid tour), provided information, and the ability to work cost effectively within the scope of the information package. Bids will include costs associated with permits not secured by the UNF or CTUIR which may include but isn't limited to UNF road or Oregon Department of Forestry permits.

Work Item 1 – Road Prism and Culvert Removal

Excavated materials will be placed along the 1012 Road in a hillslope cut as work progresses. Where excavated materials are placed the ground beneath will be ripped as appropriate prior to placement with materials compacted to conform with adjacent topography. The contractor will be removing and disposing the culvert off UNF lands.

Site access will be from USFS 1011 and 1012 Roads with staging on the 1012 Rd.

Work Item 2 –Floodplain Surfaces

Within the footprint of the existing road prism the CONTRACTOR shall construct water bars on sloped portions of the excavated areas, a side channel for bypass during culvert removal and increase floodplain activation after culvert removal, and distribute large wood from the road prism on excavated surfaces. Grade control formed and maintained by the culvert and road prism must be maintained after culvert removal which may require over excavating the floodplain and mixing rock and soils. CTUIR staff or their appointed representatives will provide guidance during construction and approve the completed crossing.

Work Item 3 – BMPs

The site access, staging, and sequencing plan will conform with the USFS ARBO II General Aquatic Conservation Measures. The contractor will place straw wattles/sediment fence will be located between the 1012 Rd and Kelsay Creek and on either side of work areas on the Kelsay Creek's floodplain. The contractor will monitor water quality and address turbidity exceedance. Bypass will be constructed west of the culvert's location and removed once the Kelsay Creek's channel has been fully established.

CTUIR staff will complete fish salvage and provide grass seed and apply it to the site after implementation is complete. The Contractor will obtain any necessary UNF specific permits.

Work Item 4 – Site Clean-up

This work item includes final site clean-up and site rehabilitation. The 1012 Rd's surface will be bladed and as necessary compacted to match surrounding road surface elevations and all disturbed surfaces will be tooth raked or bladed as appropriate. CTUIR staff will secure and distribute grass seed on disturbed surfaces after implementation ends. All non-forest materials will be removed from the site prior to equipment leaving the site. The Contractor will be responsible for culvert disposal off UNF lands.

Work Item 5 – Mobilization

Equipment transportation to the project site will be at the contractor's discretion and can occur before or after the in-water work window, so long as equipment and material staging is compliant with project BMP's and does not require in-water work. Rental equipment shall be included in this work item. This work item will include site cleanup and restoration associated with equipment as part of demobilization. UNF staff will the site is accessible.

Work Item 6 – Equipment Rental

As needed up to 20 hours of equipment rental will be made available to the Contractor upon permission from CTUIR staff for actions that benefit the final product.

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.

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, Washington 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).

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.

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 NE 1/4 Section 29, Township 7 North, Range 33 East, Willamette Meridian (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 **July 15, 2024**, and completed by **August 15, 2024**. If extensions to the instream work window are required, the CTUIR will work with relevant agencies to secure, and the work window will be adjusted.
- b. The contractor must complete all aspects of the work before this date, unless completion is delayed due to weather, or conditions mutually agreed upon and designated in writing by the contractor and the CTUIR.
- c. Once work has 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.
- d. 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.
- e. 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 **August 15, 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. 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, fences, 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) Contractor Selection

Scoring for this bid process will include comparison of costs (75 points) and a comparison of contractor capability. (25 points). To that end bids will require a synopsis of experience with similar projects, an equipment list, and description of capacity for completing the work and meeting permit obligations.

16) Indian Preference

Unless otherwise specified, the contract will be awarded to the lowest, responsive, responsible bidder; unless a responsive, responsible Indian bidder is within 10% of the lowest bid or a maximum of \$9,000 of the lowest non-Indian bidder.

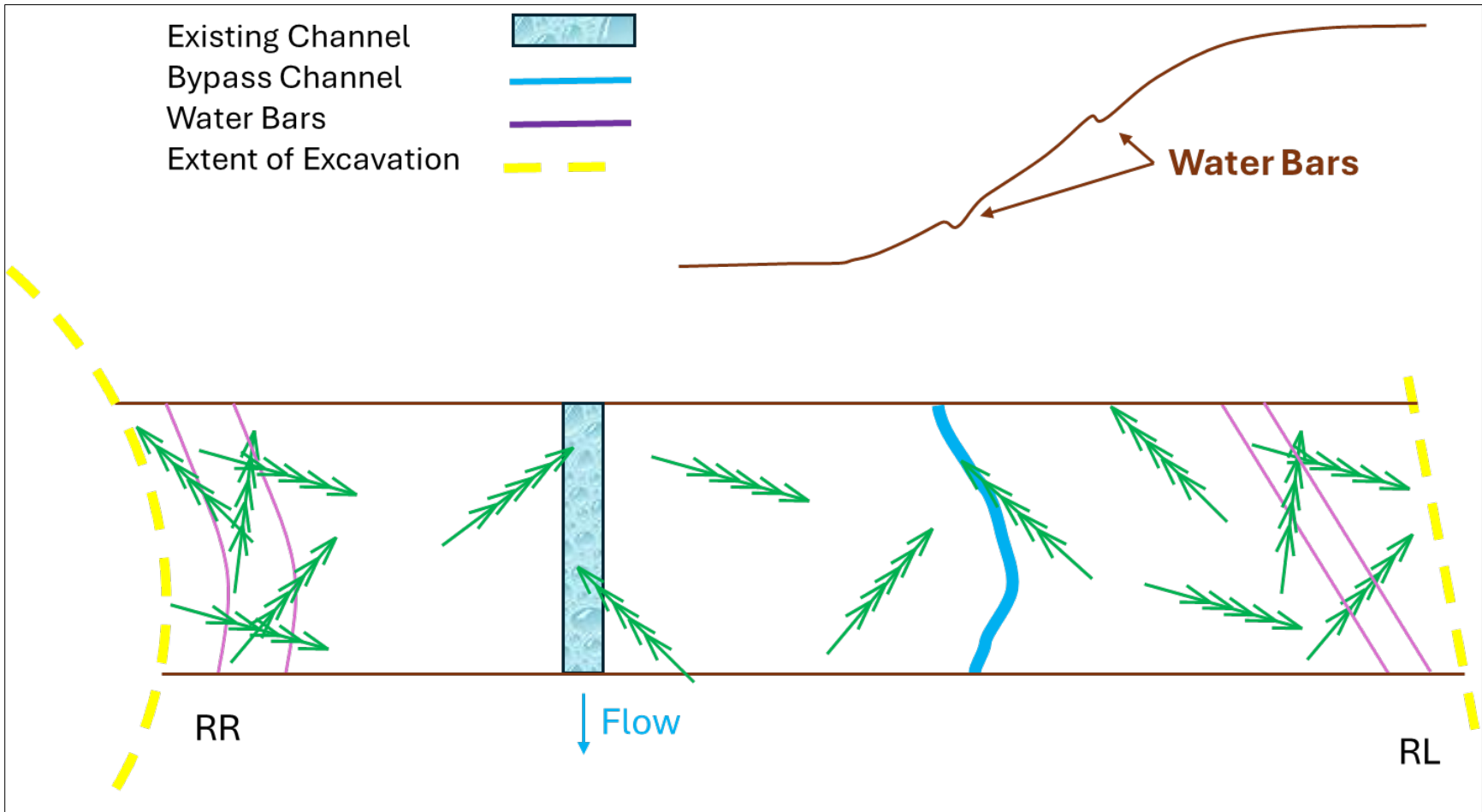
Attachments:

- Attachment A: Area Map
- Attachment B: Road Prism Removal Final Product Characterization
- Attachment C: Bid Sheet

Attachment A: Area Map



Attachment B: Road Prism Removal Final Product Characterization





**Attachment C: Bid Sheet
Construction Bid Item Form**

IFB 2024/04-411-024

Kelsay Creek 030 Road Culvert Removal

Item #	Item Description	Units	No. of Units	Unit Cost	Total Cost
1	Road Prism Excavation and Disposal	1,600	cy		
2	Floodplain Surfaces	90	ft		
3	BMP Implementation and Monitoring	1	ls		
4	Site Clean-up	1	ls		
5	Mobilization and Demobilization	1	ls		
6	Equipment Rental	20	hr		
Final Construction Cost					

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

Bidder's Qualifications must be attached to Bid Sheet

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.