

INVITATION FOR BID

South Fork Walla Walla Fish Screen and Irrigation Pipe Implementation

Confederated Tribes of the Umatilla Indian Reservation

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

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

DATE ISSUED: October 11, 2023
IFB No. 2023/03-408

Administrative Contact: Julie A. Burke
Office/Fax: (541) 429-7292
Email: julieburke@ctuir.org

Technical Contact: Ethan Green
Office: (541) 429-7555
Email: Ethangreen@ctuir.org

Critical Dates:

Bid Submission Deadline:	November 15, 2023 – 2:00 pm PST Tentative
Award Selection (est.):	November 17, 2023
Contract Award (est.):	December 8, 2023
Project Initiation (est.):	January 2, 2024
Project Completion (est.):	March 31, 2024

GENERAL BID INFORMATION

BACKGROUND

The CTUIR is requesting bids from qualified contractors for the installation of a fish screen and irrigation piping structures on the South Fork Walla Walla River during the winter of 2023/2024. All work will be completed by March 31, 2024.

BID SUBMISSION DEADLINE

The closing date for Bid submissions will be on **November 15, 2023 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: **"South Fork Walla Walla Fish Screen and Irrigation Piping Implementation"**

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.

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 Bid # 2023/03-408

WORK SITE TOUR

A bid tour will be provided on **October 25, 2023** for interested parties. Participants will meet at 55299 Walla Walla River Road, Milton-Freewater, 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 **November 3, 2023** and directed to: Julie Burke at the contact information noted above.

CONTRACTOR SELECTION

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

PROJECT PURPOSE AND LOCATION

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR), Department of Natural Resources Fisheries Program is currently inviting bids for the installation of a fish screen and irrigation piping (the Project) on private property on the South Fork Walla Walla River, south of Milton-Freewater, OR in Umatilla County. The construction contract includes the following major elements, which are described in greater detail in the project design.

The project will involve specifically:

1. Furnish and install fish screen, fish screen box, 24" diversion pipe, 10" fish bypass pipe, and 18" irrigation delivery pipe

Directions to the project site from Milton-Freewater are, heading south on OR-11 through Milton-Freewater, Oregon, turn left onto Walla Walla River Road. Continue on this road in a southeasterly direction for approximately 5 miles until reaching 55299 Walla Walla River Road, located just before the bridge over the South Fork Walla Walla River.

SCOPE OF WORK

Work Item 1 – Site Preparation

The site access, staging, and sequencing plan will be in conformance with the BPA HIP IV General Aquatic Conservation Measures (see Attachment D). Site access will be from Walla Walla River Road to the staging area on Parcel# 5N36220000600. The staging areas will be entirely above the ordinary high water 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 plan described above and 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 permit environmental compliance (see Attachment C and D). The pre-construction surveying layout shall be completed by the CONFEDERATED TRIBES.

Work Item 2 – Irrigation Improvements

CONTRACTOR shall construct improvements to the irrigation diversions as detailed in Attachment C and E, which include the fabrication and installation of the fish screen, fish screen box, 10" fish bypass pipe, 24" intake pipe, and 18" irrigation delivery pipe described in Attachment C.

Work Item 3 – Site Restoration

This work item includes final site clean-up, site rehabilitation earthwork, and decommissioning temporary access routes, as described in Attachment C and E.

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 a bid that is based on the design plans completed by GeoEngineers and CTUIR staff. Base bid 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 contractor? 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).

Contractor 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 NW quarter Section 22, Township 5 North, Range 36 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 **January 2, 2024**. The scheduled date for completion of the project is expected to be **March 31, 2024**.

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.

- 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 **March 31, 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, 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:

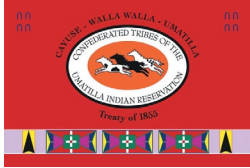
- Attachment A: Project Site Vicinity Map
- Attachment B: Bid Sheet
- Attachment C: 90% Plan Set
- Attachment D: General Conservation Measures
- Attachment E: Specifications

Attachment A: Project Site Vicinity Maps



Access routes and staging areas





Attachment B: Bid Sheet

South Fork Walla Walla River Fish Screen and Irrigation Piping Construction Bid Item Form

IFB 2023/03-408

Item	Item Description	Units	No. of Units	Unit Cost	Total Cost
1	Environmental Controls - Permit Compliance - Best Management Practices	1	LS		
2	Mobilization and Demobilization	1	LS		
3	South Fork Irrigation Diversion - 24" pipe	60	LF		
4	South Fork Irrigation Diversion - 18" pipe	1341	LF		
5	South Fork Irrigation Diversion – 10" pipe	166	LF		
6	South Fork Irrigation Diversion – Fabricate screen box	1	EA		
7	South Fork Irrigation Diversion – Fabricate and install fish screen, wheel drive, and gantry	1	EA		
8	South Fork Irrigation Diversion - Install Flow Measurement Device on Fish Screen	1	EA		
9	Seeding	1.5	AC		
Final Construction Cost					

Bidder's Qualifications must be attached to Bid Sheet

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

- **Attachments C: 90% Plans**
- **Attachment D: General Conservation Measures**
- **Attachment E: Construction Specifications**

90% plan set, general conservation measures, and construction specifications can be accessed via the CTUIR file share website at:

<https://paluut.ctuir.org/services/uploads/P/1202/IFB%20SFWW%20Screen%20and%20Pipe.zip>