

Jetty Creek Diversion and Stream Restoration Improvements Project

REQUEST FOR BIDS

Released: January 18, 2017

Bid Submission Deadline: 3:00 pm, February 14, 2017

Bid Submission: PDF of signed, scanned copy to be emailed to: lnwc@nehalemtnet.net

Project Contracting Agency: Lower Nehalem Watershed Council

**QUESTIONS on these documents can be directed to the Council's Project
Manager:**

Denise Hoffert, Project Manager

Phone: 541-619-5896

Email: denise.confluence@peak.org

Table of Contents

Contents

1	INVITATION & INFORMATION FOR PROPOSERS	4
1.1	Definitions.....	4
1.2	Mandatory Pre-Bid Conference.....	5
1.3	Minimum Contractor Qualifications.....	5
1.4	Interpretations and Addenda.....	5
1.5	Contractor's Proposal Format and Submittal.....	5
1.6	Basis of Award.....	6
1.7	Confidentiality Statement.....	6
1.8	Proposal and Contracting Schedule.....	6
2	PROPOSAL FORM	8
	(If Corporation).....	14
	(If Partnership).....	14
	(If Sole Proprietor).....	14
3	CONTRACT	11
4	GENERAL REQUIREMENTS	13
4.1	Scope of Work.....	13
4.2	Governing Documents.....	13
4.3	Work Scheduling.....	13
4.4	Reasonably Implied Work and Incidental Items.....	13
4.5	Spill Prevention, Equipment Fluids, and Cleaning Requirements.....	13
4.6	Site Investigation and Representation.....	14
4.7	Easements and Access.....	15
4.8	Vegetation Preservation.....	15
4.9	Traffic Control and Public Roads.....	16
4.10	Control of Material.....	16
4.11	Fish Salvage.....	16
4.12	Sanitation Requirements.....	16
4.13	Final Cleanup.....	16
4.14	Protection of Cultural Resources.....	16
4.15	Protection of Fish, Wildlife and Habitat for Endangered, Threatened, and Sensitive	

Species..... 17

4.16 Insurance/Responsibility for Damages/Hold Harmless 17

4.17 Payment, Retainage and Schedule of Values 18

4.18 Watershed Council Not Personally Liable 19

4.19 Regulatory Permit Conditions 19

Section 5.1 Environmental Controls 20

Section 5.2 Fish Salvage 20

Section 5.3 Engineered Streambed Fill 20

1 INVITATION & INFORMATION FOR PROPOSERS

Sealed proposals for the construction of the **Jetty Creek Diversion and Stream Restoration Improvements Project** will be received by the Lower Nehalem Watershed Council, P.O. Box 249, Nehalem, Oregon, 97131, until **3:00 p.m. on February 14, 2017**. Signed Proposals can be emailed in PDF format to lnwc@nehalemnet.net.

The work consists of, but is not limited to, the following items: construction of a new, off-channel raw water impoundment and liner; construction of a fishway channel to bypass the raw water impoundment; retaining wall; and all related site work including fencing, temporary pumping, temporary water diversion and miscellaneous construction work as shown in the drawings. Work will be coordinated with ODFW Fish Passage and Screen Shop who is installing the project's fish screen and appurtenances. The contractor will be required to comply with dewatering, erosion and sediment control measures throughout the duration of the project. The Contract Documents for this project may be examined at Lower Nehalem Watershed Council's office at Suite 220, 278 Rowe Street, Wheeler, Oregon, 97147 or obtained electronically from the Lower Nehalem Watershed Council on its website <http://lnwc.nehalem.org/>

A mandatory pre-bid conference will be held for this project on February 1, 2017 at 11 am at the City of Rockaway Beach City Hall, located at 276 Hwy 101 S., Rockaway Beach, Oregon 97136.

All proposals shall be submitted on the **Proposal Form** provided. No proposal for a construction contract shall be received or considered unless the Proposer is registered with the Construction Contractors Board as required by ORS Chapter 701.

The Lower Nehalem Watershed Council reserves the right to accept the proposals and award a contract to a responsible and qualified Proposer; to postpone the acceptance of the Proposal and the award of the contract for a period not to exceed thirty (30) days; or to reject any and all proposals received and further advertise the project for proposals.

For reference, this project is required to comply with Prevailing Wage requirements. Furthermore, when the project is awarded, the successful Proposer shall promptly execute the Contract as stated on the Proposal Form. The in water work period established for this project is from **July 1, 2017 to September 15, 2017**. Final completion of the project shall be by **October 31, 2017**. The Contracting Agency is responsible for obtaining all required permits.

1.1 Definitions

PROPOSER – Any corporation or entity submitting a responsible proposal under the Contract Documents attached herein.

OWNERS – The site access road, existing infrastructure, and future project site improvements are owned by City of Rockaway Beach.

CONTRACTING AGENCY (CA) – Lower Nehalem Watershed Council (LNWC) is authorized to enter into and administer this Contract on behalf of the Owners.

CONTRACTOR – The successful Proposer who enters into a Contract with the Contracting Agency to perform the work.

CONTRACT DOCUMENTS – Includes the following documents: Invitation and Information for Proposers, Proposal Form, Contract, General Requirements, Technical Specifications, Regulatory Permit Conditions, Drawings and Addenda.

ENGINEER – HBH Consulting Engineers (HBH) is the Contracting Agency's representative who is responsible for designing the project and will determine that the construction work conforms to the technical requirements and design intent as set forth in the Drawings and Specifications.

PROJECT INSPECTOR - HBH Consulting Engineers (HBH) employee or designated representative who is responsible for providing construction observation.

PROJECT – Refers to the reconfiguration of the Owner's drinking water impoundment, construction of the fishway, construction of stream restoration components, sediment hauling, retaining wall, and revegetation of disturbed areas and cleanup of the site.

1.2 Mandatory Pre Bid Conference

A mandatory pre-bid conference will be held for this project on February 1, 2017 at 11:00 am at the City of Rockaway Beach City Hall, located at 276 Hwy 101 S., Rockaway Beach, Oregon 97136.

1.3 Minimum Contractor Qualifications

Impoundment modification and stream channel restoration are unique construction processes that require specialized experience and expertise. In order to be eligible for proposing on this project, the contractor must be able to demonstrate, through past project experience and references, the following: 1) removal of at least one in stream structure from an active river, 2) reconstruction or restoration of a stream channel using natural techniques, 3) dewatering with work area isolation in active streams, 4) completion of two municipal projects in the last five years, 5) at least one excavation and retaining wall project of similar size. Experience of subcontractors that will complete portions of the project in their entirety will qualify. Contractor's superintendent shall have experience and expertise in the above described work. **References must be provided to validate this required experience.** Each project description should be kept to one page per reference project.

1.4 Interpretations and Addenda

All questions about the meaning or intent of the Contract Documents are to be submitted to the Contracting Agency in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda to all parties recorded by Contracting Agency as having attended the pre-bid conference. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct, or change the Contract Documents as deemed advisable by the Engineer.

1.5 Contractor's Proposal Format and Submittal

The Contractor's proposal shall be kept to the minimum number of pages while adequately demonstrating the required experience and proposed approach. The following items shall be submitted:

- 1) Proposal Form (provided)
- 2) Project technical approach linked to project schedule and milestones and project tasks shall be provided with the proposed approach

- 3) Organizational structure and personnel proposed for this project including all subcontractors and material suppliers
- 4) Documented experience and references that demonstrate minimum contractor qualifications
- 5) Acknowledgement of Addenda if issued

1.6 Basis of Award

Submitted proposals may be withdrawn by written request of the Proposer provided the request is received prior to the time set for proposal opening. After that time, no proposal may be withdrawn for a period of sixty (60) working days and at no time after award of proposal.

Award will be made to the lowest responsible, responsive Proposer (1) whose proposal is technically acceptable, (2) has proven the required experience with similar projects and (3) is qualified to perform the work as determined by the pre-qualification process.

Awards may not necessarily be made to that Proposer submitting the lowest offer if they are not qualified. The Contracting Agency reserves the right to make technical/cost trade-off s that are in the best interest and to the advantage of the Contracting Agency. The Contracting Agency reserves the right to reject any or all proposals or to make award without conducting proposal clarification discussions. Proposal clarification discussions (oral or written) may be conducted as appropriate with all Proposers considered to be within the competitive range. They will question items like bid irregularities to make sure that the right item of work is covered under the correct line item, and what services are exactly included in the proposal. For the purpose of this solicitation, discussion shall not be considered to have been initiated where the Contracting Agency requests additional information supplementing or clarifying a proposal without materially changing it. Discussion shall be considered to be open negotiation with a Proposer for the purpose of modifying or materially changing the proposal as submitted.

1.7 Confidentiality Statement

Contracting Agency abides by the public records laws of the State of Oregon. As such, proposal documents are generally considered to be a matter of public record after the contract for work has been awarded. Information in a proposal may or may not be considered to be exempt from public disclosure based on the following: 1) trade secrets as identified in ORS 192.501 and 2) information submitted in confidence as identified in ORS 192.502.

The Proposer should separate information considered to be confidential from the other information in the proposal. To the extent of the law, Contracting Agency will endeavor to keep information confidential if the Proposer marks the subject information as confidential.

1.8 Proposal and Contracting Schedule

Step	Date
Proposal let	January 18, 2017
Mandatory pre-proposal meeting	February 1, 2017
Written questions due	February 6, 2017
Proposals due by 3:00 pm	February 14, 2017
Proposal review	February 14-16, 2017
Notice of Intent to Award Contract	February 17, 2017
Signed Contract	February 23, 2017

Pre-construction submittals due	June 15, 2017
Pre-construction conference	TBD
Notice to Proceed issued	TBD
On site salvage and dewatering coordination	After July 1, 2017
Begin in-water work	After July 1 st , 2017
In-water work completion	September 15 th , 2017

2 PROPOSAL FORM

PROPOSER: _____

ADDRESS: _____

PHONE: _____ FAX: _____ DATE: _____

The undersigned, hereinafter called the Proposer, declares that the only person(s) interested in this Proposal are those named herein; that the Proposal is in all respects fair and without fraud; and, that it is made without any connection or collusion with any other person making a Proposal on this Project.

The Proposer further declares that he/she has carefully examined the Drawings, Specifications, Regulatory Permit Conditions, Contract and Contract Documents, hereinafter referred to as the Document, for the construction of the proposed project improvement; has personally inspected the site; is satisfied as to the type and quantities of materials, the types of equipment, the conditions of and the work involved, including the fact that the description of and the quantities of work and materials, the types of equipment, the conditions of and the work involved as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said approximate quantities with the detailed requirements of the Document; and, that this Proposal is made in accordance with the provisions and the terms of the Contract and included in the Document. Proposers shall create a product that meets the design intent as shown on the Drawings and Specifications.

The Proposer agrees that if this Proposal is accepted he/she will **within five (5) working days**, not including Saturdays, Sundays and legal holidays, after notification of acceptance execute the Contract with Contracting Agency in the form of the Contract included in the Document.

The Proposer further agrees, to the extent of this Proposal, to furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all of the materials as proposed in the Proposal necessary to complete the work in the manner and schedule proposed and according to the methods as specified in the Document and required by the Engineer.

The Proposer further agrees to begin work within ten (10) working days after the date of the written Notice to Proceed and to complete all in water work by **September 15, 2017, and all construction by October 31, 2017**. Work will not be allowed to commence until a signed Contract is received by Contracting Agency.

The Proposer further agrees to accept as payment for the work proposed under this project, as herein specified and under the provisions included in the Contract Documents, the lump sum price on the Proposal Form. The Proposer further represents a true measure of the labor and materials required to perform the work including all allowances for overhead and profit for each type of work called for in the Contract Documents and Proposal Form.

The work descriptions given below are not comprehensive and only give a cursory description of work items for proposal purposes only; however, the total proposal shall be for all ancillary items to complete the project. The Contractor must include adequate provisions in each proposal item to account for incidentals, final cleanup, and other items required to complete the project and meet the intent of the project Drawings and Specifications.

Proposal Form – Jetty Creek Diversion and Stream Restoration Improvements Project

Item No.	Description	Estimated Quantity	Unit	Proposal Price
1.0	Mobilization, Insurance and bonding Equipment, materials, and labor to mobilize necessary equipment and facilities to the project site.	1	Lump Sum	
2.0	Construction Staking Establish appropriate project control and surveying	1	Lump Sum	
3.0	Site Preparation Clearing, grubbing, abandonment of pipes.	1	Lump Sum	
4.0	Erosion Control Install and maintain erosion control devices and best practices, per applicable regulations.	1	Lump Sum	
5.0	Care and Diversion of Water Equipment, materials, and labor to construct a coffer dam and bypass piping to dewater and divert water around work areas and maintain diversion and turbidity control.	1	Lump Sum	
6.0	Excavation Equipment, materials, and labor necessary to fully excavate and enlarge the existing drinking water impoundment, create fishway and haul material to an appropriate permanent upland storage area.	4600	Cubic Yards	
7.0	Compaction Testing	1	Lump Sum	
8.0	Install Native Gravel Place native gravel instream.	600	Cubic Yards	
9.0	Fishway Construction Equipment, materials and labor to remove existing vegetation and to construct fishway channel. Stockpile vegetation and excavated material on-site as appropriate to re-use in channel construction. Haul excess material to approved upland permanent disposal site.	1	Lump Sum	
10.0	Re-vegetation Equipment, materials, and labor to re-vegetate areas outside of proposed impoundment and fishway.	1	Lump Sum	
11.0	Fishway Restoration Equipment, materials, and labor to construct channel bed surface (rock material), install pools, boulders and wood jams.	1	Lump Sum	
12.0	Install raw water pump, controls and piping Install temporary diversion to maintain raw water delivery to the City of Rockaway Beach's drinking water treatment plant. Diesel pump will be provided by the Owner.	1	Lump Sum	

13.0	Fence Relocation	1	Lump Sum	
14.0	Dam Improvement: Concrete Work, Overflow Piping Equipment, materials, and labor necessary to improve existing dam, and construct overflow.	1	Lump Sum	
15.0	Aggregate Base Haul and properly install and compact aggregate base (pit run) for access road.	150	Cubic Yards	
16.0	Impoundment Improvement: Retaining Wall and Fencing Equipment, materials, and labor necessary to construct retaining wall and fence.	1	Lump Sum	
17.0	Intake Drum Screen Retrofit existing screen to incorporate a new Johnson screen or equal, and associated appurtenances.	1	Lump Sum	
18.0	Impoundment Improvement: HDPE lining Equipment, materials, and labor necessary to fully line the excavated impoundment.	1	Lump Sum	
19.0	Electrical & Controls Install electrical, conduits, and controls to send signal to SCADA in WTP, and shut waterman valve above certain turbidities and impoundment levels.	1	Lump Sum	
20.0	Turbidity Monitor Install Hach 1720E turbidimeter or approved equal	1	Lump Sum	

Lump Sum Proposal Total:

\$

(total amount written in words)

\$

(total amount written in numbers)

In addition to the Lump Sum proposal, typical equipment and labor rates are necessary if work outside of the proposal is necessary, these rates will apply. Please provide the following rates:

Item	Cost	Units
Excavator Track mounted excavator, 38,000 pounds GVW, includes operator, fuel, and insurance.		Per hour
Dump Truck Standard dump truck with 10-12 cubic yard capacity, includes operator, fuel, and insurance.		Per hour
Site Supervisor On-site project supervisor able to direct labor and equipment.		Per hour
Laborer 1 Skilled laborer able to operate equipment.		Per hour
Laborer 2 General laborer for physical labor.		Per hour

Proposer Certifications

The undersigned, hereinafter called the Proposer, declares that the only person(s) interested in this Proposal are those named herein; that the Proposal is in all respects fair and without fraud; and, that it is made without any connection or collusion with any other person making a Proposal on this Project.

The Proposer further declares that he/she has carefully examined the Drawings, Specifications, and Contract Documents, hereinafter referred to as the Document, for the construction of the proposed project improvement; has personally inspected the site; is satisfied as to the type and quantities of materials, the conditions of and the work involved, including the fact that the description of and the quantities of work and materials, the types of equipment, the conditions of and the work involved as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said approximate quantities with the detailed requirements of the Document; and, that this Proposal is made in accordance with the provisions and the terms of the Contract and included in the Document. The proposer acknowledges that the site survey was performed 7 years ago and many of the conditions have changed onsite. The project will be expected to match elevations show on plans as future elevations. The reference point for estimating elevations should be taken on the dam, as that has not changed elevation. Construction staking will be required as part of the project.

The Proposer further agrees that he/she has exercised his/her own judgment regarding the interpretation of subsurface information and has obtained and utilized all data which they believe pertinent from the Engineer, the Contracting Agency, the Owner, and such other sources of information as they determine appropriate in arriving at their conclusion. The Contractor will be responsible for all damage to subsurface utilities, and will repair them and immediately notify the proper authority.

The Proposer further declares that the provisions required by the Oregon Revised Statutes (ORS) 279C.800 to 279C.870 relating to Prevailing Wage Rates shall be included in and made a specific part of his/her Contract. The Proposer agrees to be bound by and will comply with the

provisions of ORS 279C.840. The Proposer further declares that all other applicable sections relating to Public Contracts with Purchasing as set forth in ORS Chapter 279C have been complied with in making this Proposal and, as required, shall be made a part of the Document as completely as if the same were fully set forth herein. Prevailing wage rates and forms can be located at

http://www.oregon.gov/boli.www.oregon.gov/BOLI/WHD/PWR/pwr_state.shtml.

The Proposer certifies that he or she has not and will not discriminate against minority, women, or emerging small businesses in the awarding of any subcontracts in accordance with ORS 279A.110 (4). The Proposer agrees not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this contract.

The Proposer agrees that if this Proposal is accepted he/she will within 5 working days, not including Saturdays, Sundays and legal holidays, after notification of acceptance execute the Contract with the Contracting Agency in the form of the Contract included in the Document, and shall at the time of the execution of the Contract.

The Proposer further agrees, to the extent of this Proposal, to furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all of the materials as proposed in the Proposal necessary to complete the work in the manner and schedule proposed and according to the methods as specified in the Document.

The name of the Proposer submitting this Proposal is:

doing business at _____
which is the address to which all communications concerned with the Proposal and with the
Contract shall be sent.

(If Corporation)

In witness whereof the undersigned Corporation has caused this instrument to be executed and its
seal affixed by its duly authorized officers this _____ day of _____, 2017.

NAME OF CORPORATION

By: _____

Title

Attest: _____

Secretary

(If Partnership)

In witness whereof the undersigned Partnership has caused this instrument to be executed by its
duly authorized officer(s) this _____ day of _____, 2017.

NAME OF PARTNERSHIP

By: _____

Title

Attest: _____

Secretary

(If Sole Proprietor)

In witness whereof the undersigned has set his hand and caused this instrument to be executed
this _____ day of _____, 2017.

SIGNATURE OF PROPOSER

Attest: _____

3 CONTRACT

THIS CONTRACT, made and entered into this ___ day of _____ 2017, by and between the Lower Nehalem Watershed Council hereinafter called the "Contracting Agency" and _____ hereinafter called the "Contractor."

WITNESSETH:

Said Contractor, in consideration of the sums to be paid by Contracting Agency and of the covenants and agreements herein contained, hereby agrees, at their own proper cost and expense to do all the work and furnish all of the materials, tools, labor, and all machinery, and appurtenances, for the sum of _____ dollars (\$ _____) and doing such other work as is necessary to make an appropriate and complete project improvement, to the extent of the Proposal made by the Contractor, dated _____, all in full compliance with the Contract Documents referred to herein.

The Invitation and Information for Proposers, signed copy of the Proposal Form, fully executed Contract, Drawings, Special Provisions, and Technical Specifications document entitled Contract Documents for the Construction of the **Jetty Creek Diversion and Stream Restoration Improvements Project**, dated January 2017, as if the same were fully set forth herein and are made mutually cooperative therewith. All work shall be done according to the terms, conditions, and requirements of the said Contract Documents and Specifications and Regulatory Permit Conditions.

This Contract shall be effective from the date this Contract is fully executed by the parties through final completion as deemed by the Engineer. The Contractor agrees to complete the work within the time specified herein, or as said time shall be extended by mutual agreement between Contracting Agency and the Contractor, and to accept as full payment hereunder the amount computed as determined by the Contract Documents and based on the Proposal.

The Contractor shall indemnify, protect, defend, and hold the Owner, Contracting Agency and HBH, their officers, agents, volunteers and employees harmless against any actions, claim for injury or damage and all loss, liability, cost or expense, including court costs and attorney fees, growing out of or resulting directly or indirectly from the performance of this Contract, except for that resulting from the sole negligence of Contracting Agency.

In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Engineer, and to their satisfaction to the extent provided in the Contract Documents, Contracting Agency agrees to

pay to the Contractor the **lump sum amount** in the Proposal Form as determined by the Contract Documents, or as otherwise herein provided, and based on said Proposal made by the Contractor, and to make such payments in a manner and at the times provided for in the Contract Documents.

IN WITNESS WHEREOF, we the parties hereto, each herewith subscribed the same this

_____ day of _____, 2017.

CONTRACTOR'S NAME

By: _____

Title: _____

CONTRACTING LOCAL ORGANIZATION

Contracting Agency

By: _____

Title: _____

4 GENERAL REQUIREMENTS

4.1 Scope of Work

The work includes furnishing all labor, equipment, and materials to reconfigure the Owner's existing drinking water impoundment and construct a fishway to partition flow to maintain the City's existing water rights and provide fish passage. Specific items of work including: traffic control, sediment and erosion control, site dewatering, work area isolation, streambed construction, installation of engineered structures (pools, large wood and rock placement), site revegetation, cleanup and other items required to complete the impoundment improvement project and provide a stable fishway channel.

4.2 Governing Documents

Wherever the term Specifications occurs in the Contract Document, the term shall signify all of the terms, provisions, and requirements contained therein. Wherever standard specifications, such as those of ASTM, AASHTO, etc., or the supplier's Standard Specifications have been referred to, the applicable portions of such standard specifications shall become a part of the Contract Documents as completely as if the same were fully set forth and bound therein.

4.3 Work Scheduling

Project Schedule: The in-water work period established for the project is July 1 - September 15.

4.4 Reasonably Implied Work and Incidental Items

Any part of the work that is not mentioned in these Specifications, but is shown on the Drawings, or any part not shown on the Drawings, but described in these Specifications, or any part not shown in the Drawings nor described in the Specifications which is necessary or normally required as a part of such work, or is necessary or required to make each installation satisfactorily operable; shall be performed by the Contractor as incidental work without extra cost to the Contracting Agency.

4.5 Spill Prevention, Equipment Fluids, and Cleaning Requirements

All equipment that will be in or around active water shall utilize a biodegradable hydraulic oil for all mechanical fluids. Before entering wetlands or working within 150 feet of a waterbody, replace all petroleum-based hydraulic fluids with biodegradable products.¹

Staging, Storage and Stockpile areas - Designate and use staging areas to store hazardous materials, or to store, fuel, or service heavy equipment, vehicles and other power equipment with tanks larger than 18.9 l (5 gallons), that are at least 45.7 m (150 feet) from any natural water body or wetland, or on an established paved area, such that sediment and other contaminants from the staging area cannot be deposited in the floodplain or stream.

¹ For additional information and suppliers of biodegradable hydraulic fluids, motor oil, lubricant, or grease, see Environmentally Acceptable Lubricants by the U.S. EPA (2011); *e.g.*, mineral oil, polyglycol, vegetable oil, synthetic ester; Mobil® biodegradable hydraulic oils, Total® hydraulic fluid, Terresolve Technologies Ltd.® bio-based biodegradable lubricants, Cougar Lubrication® 2XT Bio engine oil, Series 4300 Synthetic Bio-degradable Hydraulic Oil, 8060-2 Synthetic Bio-Degradable Grease No. 2, *etc.* The use of trade, firm, or corporation names is for the information and convenience of the Proposers and does not constitute an official endorsement or approval of any product or service to the exclusion of others that may be suitable.

Natural materials that are displaced by construction and reserved for restoration, *e.g.*, LW, gravel, and boulders, may be stockpiled within the 100-year floodplain. Dispose of any material not used in restoration and not native to the floodplain outside of the functional floodplain. After construction is complete, obliterate all staging, storage, or stockpile areas, stabilize the soil, and revegetate the area.

Prevention of Oil Spills - The Contractor shall not maintain storage facilities for oil or oil products on site. If a spill of petroleum product should occur in water, the Contractor shall take immediate action to clean up or contain the spill, then immediately notify the Owner, Engineer and the Oregon Emergency Response System (OERS), telephone 1- 800- 452-031 1 or 1 503- 378- 4124, and then immediately notify the Contracting Agency. Contractor shall have a SPILL RESPONSE KIT on the project whenever equipment is operating. The spill kit shall be sufficient to absorb 34 gallons of oil, designed to float on the surface, while absorbing oil and repelling water. The KIT shall meet or exceed the physical properties of “New Pig Products Spill Kit #408”.

Oil absorbing mats are required under all stationary equipment, or equipment being serviced within the project area to prevent leaking or spills. Such material will be furnished by Contractor and approved by Engineer. Servicing of all equipment shall be done only in the areas approved by the Engineer at least 150’ from the water.

Equipment Cleaning - **All earth moving equipment (loaders, excavators, dump trucks, etc.) moved to the job site shall be cleaned of weeds and their seeds prior to each entrance onto the project. Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose.**

The Contractor shall take special care under this contract to prevent contamination of water at the work sites with any petroleum residues from mechanical equipment operations. This shall include daily inspection and cleaning as appropriate.

4.6 Site Investigation and Representation

The Contractor acknowledges satisfaction as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, access to the sites, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, ground water elevation, or similar physical conditions at the site and all other matters that can in any way affect the work or the cost thereof under this contract.

The Contractor further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from their inspection of the site and from reviewing any available records included in these documents. Failure by the Contractor to become acquainted with the physical conditions of the site and all the available information shall not relieve the Contractor from the responsibility for properly estimating the difficulty or cost of successfully performing the work. Proposers and Contractors are responsible for making their own determination of subsurface conditions.

The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the Contractor can perform the work in a good and workmanlike manner and to the satisfaction of the Engineer.

Any information obtained by the Engineer regarding site conditions, subsurface information, groundwater elevation, existing construction of site facilities as applicable, and similar data will be available for inspection upon request. Such information is offered as supplementary information only, and the Engineer takes no responsibility for the quality of data nor the decisions made by Contractor based on said data.

4.7 Easements and Access

The project is on property managed by City of Rockaway Beach. **The Contractor shall coordinate all access with City of Rockaway Beach.** The Contractor shall confine construction operations to within the limits of this construction access and project site as shown on the Drawings. Any damage to property shall be the responsibility of the Contractor. If additional access is necessary to complete the project, the Contracting Agency will assist the Contractor to the fullest extent practicable, however, all damages and claims by private parties will be the responsibility of the Contractor.

4.8 Vegetation Preservation

(a) The Contractor shall not remove, deface, injure, or destroy trees, shrubs, or similar natural features not designated for treatment. The Contractor shall confine operations to within the clearing limits or other areas designated in the contract documents, and prevent the depositing of rocks, excavated materials, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Engineer.

(b) No objectionable material shall be allowed to enter any stream, river, lake, or other body of water. Material which falls in these areas shall be retrieved and disposed of, or incorporated in the work as directed by the Engineer, and damage to vegetation or structures outside the project limits shall be repaired as accepted by the Engineer.

(c) The Contractor shall not operate equipment or otherwise disturb the natural vegetation and soil beyond the areas flagged on the ground or beyond two feet from edge of channel restoration, top of cuts, or toe of fills.

(d) The Contractor will make every reasonable attempt to preserve the scenic and natural environment along this construction project.

(e) Prior to the start of construction, the Contractor shall submit to the Engineer for approval, a schedule and plan for temporary pollution control measures.

4.9 Traffic Control and Public Roads

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Suitable warning signs shall be provided to properly control and direct traffic.

4.10 Control of Material

Storage and Stockpiling of Materials - Materials shall be stored to assure the preservation of quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection.

Earthwork Tolerances - Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the Drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is in compliance with reasonable and customary construction tolerances for restoration projects, typically within three inches of design grade for the river restoration section. The structural portions should be at exact grades shown on plans.

4.11 Fish Salvage

The Contracting Agency and Engineer shall provide adequate staff and equipment to perform fish salvage in area that will be isolated from running water. The Contractor must notify the Engineer and Contracting Agency at least 48 hours before fish salvage will be required at the site. Advanced notification is necessary to coordinate with ODFW and other necessary parties prior to the fish salvage efforts.

4.12 Sanitation Requirements

Unless substitute measures or equipment are authorized in writing by the Contracting Agency, protection of air and water quality will include the use of approved chemical toilets by all persons engaged in construction under this contract while they are within the boundaries of the Project area. Such facilities shall be furnished by Contractor in quantities and at locations necessary for the workforce. No habitation or overnight dwelling by employees of Contractor will be permitted.

4.13 Final Cleanup

Contractor shall remove and dispose all of its own trash and refuse from the Project area. Material to be removed includes, but is not limited to garbage, used engine oil, oil filters, oil cans, grease cartridges, etc. The Contractor shall also remove and dispose of upon completion of Project, all stakes, sediment and turbidity control devices, flagging, wood debris, rock chips, and similar debris within the Project area. This cleanup is a subsidiary item for which no special payment will be made. All debris shall be disposed off the job site and in accordance with State and Local disposal requirements.

4.14 Protection of Cultural Resources

Comply with all Laws governing preservation of cultural resources. Cultural resources may include, but are not limited to, dwellings, bridges, trails, fossils, and artifacts. If cultural resources are encountered on the Project area or in material sources, immediately discontinue operations,

protect the cultural resource from disturbance or damage, and notify the Engineer.

4.15 Protection of Fish, Wildlife and Habitat for Endangered, Threatened, and Sensitive Species

Comply with the Laws of the Oregon Department of Fish and Wildlife, National Marine Fisheries Service, and U.S. Fish and Wildlife Service, and Oregon Department of Environmental Quality. Conduct operations to avoid any hazards to the safety and propagation fish and shellfish in waters of the State and U.S. and wildlife.

Comply with the Migratory Bird Treaty Act (16 U.S.C. 703 - 712) which protects most species of birds in Oregon and prohibits the removal of nests containing eggs and dependent young.

Known locations of any area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended, are shown on the Drawings and identified on the ground.

Measures needed to protect such areas are as follows:

- 1) No blasting allowed.
- 2) Between April 1st and September 15th, heavy equipment or power tool use is restricted to one hour after sunrise to one hour before sunset.
- 3) To minimize the risk of attracting predators to activity areas, all garbage (especially food products) shall be contained or removed daily from the vicinity of any activity.

4.16 Insurance/Responsibility for Damages/Hold Harmless

1. Contractor shall be responsible for all damage to property, injury to persons and loss, expense, inconvenience and delay that may be caused by or result from the carrying out of the work to be done under this contract, or from any act, omission or neglect of Contractor, its subcontractors, personnel or agents, and the Contract shall defend, indemnify and hold harmless the Owner and the Contracting Agency against any claims arising from said damage, injury, loss or expense. The Owner's further insurance requirements are listed in the supplementary conditions. When items conflict, the stricter of the two shall supersede the other.
2. Contractor shall indemnify, defend, and hold harmless the Contracting Agency, the Owner, Engineer, and its officers, divisions, and employees and members from all claims, suits or actions of any nature out of or relating to the acts or omissions of Contractor, its officers, subcontractors, agents or employees under this contract.
3. Primary Coverage. Insurance carried by Contractor under this contract shall be the primary coverage.
4. Comprehensive or Commercial General Liability. Contractor shall obtain at Contractor's expense and maintain comprehensive or commercial general liability insurance covering

bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided for under this contract, and products/completed operations liability. Combined single limit per occurrence shall not be less than 1 million dollars or the equivalent. Each annual aggregate limit shall not be less than 2 million dollars.

5. Automobile liability. Contractor shall obtain at Contractor's expense and keep in effect during the term of this contract, automobile liability insurance. This coverage may be written in combination with the comprehensive or commercial general liability insurance. Combined single limits per occurrence shall not be less than 1 million dollars or the equivalent.
6. Worker's Compensation. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this contract are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage that satisfies Oregon law for all their subject workers. This shall include employer's liability insurance with coverage of not less than \$100,000 each accident. Contractors who perform the work without the assistance of labor of any employee need not obtain such coverage.
7. "Tail" Coverage. If any of the aforementioned liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for the duration of 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of open "tail" coverage, providing its retroactive date is on or before the effective date of this contract. This will be a condition of the final acceptance of work or services and the related warranties, if any.
8. Additional Insured. The liability insurance coverages required for performance of this contract shall include the Owner, Contracting Agency, property owner and Engineer, but only with respect to the Contractor's activities to be performed under this contract.
9. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew the insurance coverage without 30 days written notice from the Contractor or its insurer to the Contracting Agency. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Additional Insured.
10. Certificates of Insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish certificate(s) to the Contracting Agency prior to issuance of a notice to proceed. The certificate(s) will specify all of the parties who are additional insureds (or loss payees). Insurance coverages required under this contract shall be obtained from acceptable insurance companies or entities as deductibles, self-insured retentions and/or self insurance included hereunder. **Certificates of insurance shall list the Contracting Agency, Engineer, property owner and the Owner.**

4.17 Payment, Retainage and Schedule of Values

The Project is a **lump sum** Contract, therefore, the Contractor shall provide, at the pre-construction conference, a detailed schedule of values for each part of the work. The value assigned to each part of the work shall consist of labor, equipment, and materials costs, and a

pro rata contribution to overhead and profit. The sum of all values shall be equal to the total lump sum proposal price. Upon acceptance of the schedule of values by the Engineer, it shall become the basis for the Contractor's requests for partial payment.

Request for payment shall be submitted by the Contractor at the end of each month to the Contracting Agency and a copy to the Engineer. The payment request shall include enough detailed information to be confirmed by the Engineer that the payment request matches the actual work performed and meets the schedule of values. Once the payment request is agreed to by the Contracting Agency and Engineer, the payment will be processed and the payment shall be made within 30 calendar days. **A 10% retainage will be held on each payment** until final completion of the project and all requirements have been met by the Contractor. Final completion will be based on a site inspection by the Engineer and Contracting Agency 48 hours after requested by the Contractor after all punchlist items have been completed and the project is in compliance with the Contract Documents.

4.18 Watershed Council Not Personally Liable

There shall be no personal liability upon the Contracting Agency or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them by, or within the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Contracting Agency.

4.19 Regulatory Permit Conditions

Permits have been issued by federal (U.S. Army Corps of Engineers, NOAA Fisheries), state (Oregon Department of State Lands, Oregon Department of Environmental Quality, Oregon Department of Fish and Wildlife, State Historical Preservation Office), and County regulatory agencies. Contractor shall review the provisions of the individual permits from the Contracting Agency and they are herein incorporated as part of the Contract Documents.

5 ADDITIONAL CONTRACTING AGENCY CRITERIA

The criteria that follow are included in and considered a part of the Contract Documents.

Section 5.1 Environmental Controls

Section 5.2 Fish Salvage

Section 5.3 Engineered Streambed Fill

SECTION 5.1

ENVIRONMENTAL CONTROLS

1.1 SITE MAINTENANCE

The Contractor shall keep the work site, staging areas, and Contractor's facilities clean and free from rubbish and debris. The Contractor staging area is noted on the drawings. Materials and equipment shall be removed from the site when they are no longer necessary. Equipment removed as part of demolition shall not be stored on site. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

A. Clean-Up:

1. Waste material of any kind will not be permitted to remain on the site of the work or on adjacent roads. Immediately upon such materials becoming unfit for use in the work, they shall be collected, carried off the site, and properly disposed of by the Contractor.
2. The Contractor shall provide temporary restroom and cleanup facilities for Contractor's employees and keep these areas clear of all refuse, rubbish, and debris that may accumulate from any source and shall keep them in a neat condition to the satisfaction of the Engineer.
3. In the event that waste material, refuse, debris, and/or rubbish are not so removed from the work by the Contractor, the Contracting Agency reserves the right to have the waste material, refuse, debris, and/or rubbish removed and the expense of the removal and disposal charged to the Contractor.

1.2 AIR POLLUTION CONTROL

The Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the air pollution regulations for the area. The Contractor shall maintain construction vehicles and equipment in good repair. Exhaust emissions that are determined to be excessive by the Engineer shall be repaired or replaced. If determined to be necessary by the Project Inspector, Contractor shall provide a water truck to manage Project area dust.

1.3 NOISE CONTROL

- A. The Contractor shall comply with all local controls and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract. If the requirements of this Section are more restrictive than those of the local regulations, the requirements of this Section shall govern.
- B. Each internal combustion engine, used for any purpose related to this Contract, shall be enclosed and be equipped with a muffler of a type recommended by the manufacturer.

No internal combustion engine shall be operated on the project without said muffler and enclosure.

1.4 DEWATERING AND WORK AREA ISOLATION PLAN

- A. Before starting work on the project, the Contractor shall submit, for acceptance by the Engineer, a “Dewatering and Work Area Isolation Plan” in accordance with **Section 02240 (control of water)**. The plan shall be implemented during construction of the project to control water and aquatic organism access to the Project Site.
- B. The Contractor shall not perform any excavation, or earthwork of any type on the project until a written acceptance of the “Dewatering and Work Area Isolation Plan” has been received from the Engineer. If in the opinion of the Engineer, the plan does not sufficiently address the objectives outlined in this Section and Section 02240, the Contractor shall revise the plan accordingly to the satisfaction of the Engineer.

END OF SECTION

SECTION 5.2

FISH SALVAGE

The Contractor shall assist in the salvage of fish and aquatic organisms from the isolated work areas in cooperation with the fisheries biologist. Isolation of the work area, fish removal, and release of fish will be conducted or directed by the Contracting Agency's fisheries biologist who possesses the competence to ensure safe handling of all Endangered Species Act (ESA) listed fish and other aquatic organisms, and who is also experienced with work area isolation techniques.

*****END OF SECTION*****

SECTION 5.3

PART 1 - GENERAL

1.1 DESCRIPTION:

This section specifies construction of native or imported channel substrate and boulders used to create a stable river channel bed and banks, including the sourcing and delivery of rock materials. The construction of channel bed features such as rock toes, engineered riffles, submerged boulder grade control, submerged boulder energy dissipaters, and all channel bed features shall comply with this section.

1.2 QUALITY ASSURANCE:

- A. Rock material sourcing and selection shall be approved by the Engineer prior to delivery.
- B. The Engineer shall be notified at least 48 hours in advance of materials delivery to project site.
- C. The Engineer shall be notified at least 48 hours in advance of streambed placement, at least 48 hours in advance of streambed sealing, and at least 48 hours in advance of boulder placement.

1.3 SUBMITTALS:

- A. Supplier information and Materials Data: Submit the following as one package to the Engineer:
 1. Rock source, size, description, and gradation.
 2. Rock density and absorption tests results.
 3. Borrow area location(s) for natural gradation materials

1.4 APPLICABLE PUBLICATIONS:

ASTM Method C-127, standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate

PART 2 - PRODUCTS

2.1 ROCK - GENERAL

Individual rock fragments shall be dense, sound and free from cracks, seams and other defects conducive to accelerated weathering.

The rock shall have the following properties:

- A. Bulk specific gravity (saturated surface-dry basis) not less than 2.6.
- B. Absorption not more than 2 percent by weight.

2.2 RIFFLE ALLUVIUM MATRIX ROCK (ROUND)

The "Riffle Alluvium Matrix Rock" is primarily natural round river rock, and the origin of the rock material must be alluvial. The least dimension of an individual rock fragment shall be

approximately one-third the greatest dimension of the fragment. The Alluvium Matrix Rock is placed below grade and at the surface of the streambed at depths, extents, and grades indicated on the Drawings. The Alluvium Matrix Rock gradation shall conform to the gradation shown on the Drawings.

2.3 RIPRAP (ANGULAR / SUB-ROUNDED)

Riprap is primarily large angular rock, originating as broken quarry stone or rubble. Individual rock fragments shall be hard, sound, and durable, free from seams, cracks and other defects. For individual rock fragments, the least dimension of any stone shall not be less than 1/3 of its greatest dimension. Riprap is to conform to Oregon Department of Transportation (ODOT) sizing classifications presented in Drawings. Riprap is to be placed at extents and grades indicated on the Drawings.

2.4 BOULDERS (ANGULAR / SUB-ROUNDED)

Submerged Boulders shall be angular in shape and approximately square or rectangular in shape. These rocks will primarily be placed below grade and at grade to match the Riffle Alluvium Matrix rock elevations and provide additional stability to the newly constructed streambed and channel.

Submerged Boulder sizes shall conform to the limits shown on the Drawings. The size listed on the Drawings is the intermediate rock dimension.

2.5 HABITAT BOULDER (ROUNDED / SUB-ROUNDED)

Habitat Boulders shall be rounded to sub-rounded in shape and approximately cuboidal. These rocks shall be placed with approximately 50% or more of the individual rock height embedded into the streambed channel. Habitat Boulder sizes shall conform to the limits shown on the Drawings. The size listed on the Drawings is the intermediate rock dimension.

PART 3 – EXECUTION

3.1 DELIVERY AND STORAGE

Materials shall be delivered to the site and stored in a manner that preserves the gradation and identity of each material to be incorporated into the work. The engineer will measure and inspect the materials upon delivery to determine compliance with these specifications and the Drawings. Engineer may reject any or all construction materials that do not satisfactorily meet requirements.

3.2 MIXING

If rocks originate from different sources or different size classes, rock materials of varying gradations and angularity shall be mixed to create mixture specific to that rock type in conformance with rock material gradations shown on plans prior to placement. The mixture should not contain fines smaller than the #200 sieve. Materials shall be thoroughly mixed to create a homogenous rock mixture prior to placement. Fines shall be kept separate from matrix fill materials.

3.3 MATRIX ROCK PLACEMENT

Engineered Riffle Matrix mixture shall be placed by equipment to the full course thickness in lifts of 12 inches. Individual courses shall be compacted by equipment travel prior to placement of subsequent courses. Placement shall occur in a manner that prevents sorting and segregation of materials. Where boulder protrusion is specified, Engineered Riffle Matrix fill shall be shaped to allow specified boulder embedment and protrusion after compaction.

3.4 ROCK BAND BOULDER PLACEMENT

Footer boulders shall be placed as the Engineered Riffle Matrix mixture is installed so that no disturbance of the matrix is required after placing. The Cap boulder shall be placed as an integrated part of the streambed to ensure interlocking of all rocks and minimal disturbance of placed material. Due to the inherent variability in materials, rock foundation elevation shall be adjusted for each footer and cap rock pair to assure design grade elevation is met.

Rock placement shall assure that boulder center and top elevations, and boulder planview layout comply with the detail drawings.

3.5 STREAMBED SEALING

During placement of the Riffle Matrix mixture, the streambed shall be sealed with fines as each lift is constructed. Small gravels and sand from the Natural River Rock mixture should be broadcast over the lift surface and “washed-in” with water to allow the fines to fill open spaces in the matrix. Sand shall be added until the streambed is “sealed” and wash water flows on top of the matrix. Continue washing sand into the matrix until voids in the rock matrix are completely filled with sand.

3.6 RIPRAP PLACEMENT

If rocks originate from different sources or different size classes, rock materials of varying gradations and angularity shall be mixed to create a homogenous mixture prior to placement. Rock material shall be placed by machine in small increments, and released as close to their final position as practical. Rehandling, “raking”, or dragging should be minimized to prevent stone segregation and breakage. For similar reasons, dropping stone materials from excessive height will not be accepted.

END OF SECTION

Technical Specifications and Engineered Drawings each a separate attachment.

Refer to attachments A and B

ATTACHMENT A

***Contract Documents – Technical Specifications for the Construction of
the Jetty Creek Diversion and Stream Restoration Improvements***

ATTACHMENT B

***Jetty Creek Diversion and Stream Restoration Improvements
Engineered Planset***