



FORT COLUMBIA TIDAL RECONNECTION PROJECT
US 101, MP 3.24
CHINOOK, WASHINGTON
PACIFIC COUNTY



EXPIRES: 09/25/2011

CONTRACT PROVISIONS

Columbia River Estuary Study Taskforce (CREST)
750 Commercial Street, Room 205
Astoria, Oregon 97103
Amy Ammer, Project Manager
503-325-0435

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Attachments

INADVERTENT DISCOVERY PROCEDURE

SECTION 404 / 401 PERMIT (USACE / STATE OF WA) – REFERENCE NO. 385664-09-01

HYDRAULIC PROJECT APPROVAL – REFERENCE NO. 117397-1.

GEOTECHNICAL REPORT PREPARED BY NORTHWEST GEOTECH, INC., APRIL 2009

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Invitation to Bid

August 15, 2010

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into a contract and furnish a satisfactory performance bond, the bid proposal deposit shall be forfeited. Bonds submitted on other than the bond form provided by the department may be subject to rejection.

It is the Columbia River Estuary Study Taskforce's (CREST) policy to assure that no person shall, on the grounds of race, color, national origin and sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person, who believes his /her Title VI protection has been violated, may file a complaint with CREST's Office.

CREST hereby gives public notice that it is the policy of the department to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Persons wishing further information may call CREST at 503-325-0435.

The right is reserved to reject any and all bids and to waive informalities in the bidding. Bidders may be asked to submit qualifications to demonstrate experience working in aquatic conditions.

Informational copies of plans and specifications are on file in the office of CREST, Astoria, Oregon.

FEE

Project Documents (electronic project plans, specifications, geotechnical report, addenda, Planholders Lists, Bid Tabulations are available on the CREST website, through the following address:

<http://columbiaestuary.org/>

Please contact CREST at the address or phone number below to request hardcopies. Hardcopies can be furnished for the non-refundable fee of: \$ 25.00.

(Remittance may be made to CREST and sent to the address below).

Sealed bids for the following projects will be received in person or by courier at the CREST office, 750 Commercial Street, Astoria, Oregon 97103, until 11:00 a.m., on the September 10, 2010.

Description of Work

CHINOOK, WASHINGTON

FORT COLUMBIA TIDAL RECONNECTION PROJECT

(\$800,000)

This contract provides for the construction of a culvert under US Highway 101 (MP 3.24) south of Chinook, Washington. The work proposed consists of the following: temporary bypass road construction, roadway demolition and excavation, precast reinforced four-sided culvert and wingwall construction, wetland channel construction, large woody debris installation, revegetation, rock placement, guardrail construction, surfacing and HMA paving, pavement markings, traffic control, temporary and permanent erosion control measures, filling the existing concrete pipe culvert, and other work. The allowed construction duration is 44 working days. The number of work items is per the bid item table.

Contact:

Amy Ammer, Project Manager
Columbia River Estuary Study Taskforce
750 Commercial Street
Astoria, Oregon 97103
Phone 503-325-0435
Fax 503-325-0459

Proposal

Pursuant to and in compliance with the Invitation to Bid and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the project related to those items herein bid, being aware of the local conditions affecting the performance of a Contract covering the items bid, having knowledge of the cost of the work at the place where the work is to be done, having familiarized themselves with the Contract Documents, hereby proposes and agrees to perform the work and/or to furnish the equipment, and to furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform a Contract covering any or all of those items herein bid and to complete in a workmanlike manner all work covered by said Contract in connection with the Contracting Agency's Project, for an amount computed upon the basis of the quantity of work actually performed at the following bid prices:

NOTE: UNIT PRICES FOR ALL ITEMS, ALL EXTENSIONS, AND THE TOTAL AMOUNT OF BID MUST BE SHOWN. All prices shall be in legible figures (not words) written in ink or typed. The proposal shall include: A unit price for each item (omitting digits more than two places to the right of the decimal point); An extension for each unit price (omitting digits more than two places to the right of the decimal point); The total contract price (the sum of all extensions).

Bid Items

ITEM NO.	UNIT	WORK ITEM	NO. OF UNITS	UNIT COST (\$)	TOTAL COST
SECTION 1: PREPARATION					
01	LS	MOBILIZATION	8%		
02	AC	CLEARING AND GRUBBING	2.0		
03	LS	ARCHAEOLOGICAL/HISTORICAL SALVAGE	1.0		
SECTION 2: GRADING					
04	CY	ROADWAY EXCAVATION INCL. HAUL	850		
05	TON	SELECT BORROW INCL HAUL	500		
06	CY	EMBANKMENT COMPACTION	270		
SECTION 4: DRAINAGE					
07	CY	CHANNEL EXCAVATION INCL. HAUL	4,000		
08	TON	LIGHT LOOSE RIPRAP	290		

ITEM NO.	UNIT	WORK ITEM	NO. OF UNITS	UNIT COST (\$)	TOTAL COST
09	TON	STREAMBED COBBLES - 12"	90		
10	CY	NATIVE SAND BACKFILL - CULVERT	32		
11	TON	HEAVY LOOSE RIPRAP	440		
12	TON	BEDDING - STREAMBED MATERIAL (BALLAST)	440		
13	TON	BEDDING - ARMOR ROCK (SPALLS)	440		
14	LS	DEWATERING SYSTEM	1		
15	LF	PRECAST CONCRETE CULVERT	80		
16	LS	NON-SHRINK GROUT	1		
SECTION 7: DRAINAGE STRUCTURES					
17	CY	CONTROLLED DENSITY FILL	14		
SECTION 8: STRUCTURE					
18	CY	STRUCTURE EXCAVATION CLASS A INCL HAUL	300		
19	LS	SHORING (COFFERDAM CONSTRUCTION)	1		
20	CY	GRAVEL BACKFILL FOR WALL	210		
SECTION 9: SURFACING					
21	TON	CRUSHED SURFACING BASE COURSE	410		
SECTION 14: HOT MIX ASPHALT					
22	TON	PAVING - HMA CL 1/2 IN PG 64-22 (Temporary)	161		
23	TON	PAVING - HMA CL 1/2 IN PG 64-22 (Permanent)	63		
SECTION 17: EROSION CONTROL & PLANTING					
24	DAY	ESC LEAD	40		
25	LF	WATTLES	1200		
26	LS	STABILIZED CONSTRUCTION ENTRANCE	1		
27	LF	SILT FENCE	2100		
28	LS	EROSION/WATER POLLUTION CONTROL	1		
29	AC	REVEGETATION & COIR FABRIC	2.0		
30	EA	LARGE WOODY DEBRIS	19		
31	TN	BOULDERS - LWD BALLAST	75		
SECTION 18: TRAFFIC					
32	LF	BEAM GUARDRAIL TYPE 1 NON-FLARED TERMINAL	280		
33	LF	PAINT LINE	210		
34	LS	OTHER TEMPORARY TRAFFIC CONTROL	1		

ITEM NO.	UNIT	WORK ITEM	NO. OF UNITS	UNIT COST (\$)	TOTAL COST
35	HR	TRAFFIC SPOTTERS	360		
36	HR	OTHER TRAFFIC CONTROL LABOR	360		
37	SF	TEMP TRAFFIC CONTROL SIGNS CLASS A	256		
CONSTRUCTION ITEM SUBTOTAL					
SALES TAX				7.8%	
PROJECT TOTAL					

Receipt of the following Addenda to the Contract Document is hereby acknowledged.

ADDENDUM #	DATE OF RECEIPT	SIGNED ACKNOWLEDGMENT
1		
2		
3		

(Note: Failure to acknowledge receipt of the Addenda may be considered an irregularity in the proposal).

Proposal Signature Page

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

Cash	<input type="checkbox"/>	In the amount of _____
Cashier's Check	<input type="checkbox"/>	_____ Dollars
Certified Check	<input type="checkbox"/>	(\$_____) Payable to the State Treasurer
Proposal Bond	<input type="checkbox"/>	In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____ & _____

Signature of Authorized Official(s)

Proposal Must be Signed 

Firm
 Name
 Address

Owner's Contractor's No.

Federal ID No.

Note:

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from CREST will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the "Fort Columbia Tidal Reconnection Project" bid proposal in your correspondence.

Subcontractor List

To Be Submitted with the Bid Proposal

Project Name _____

The work to be performed is to be listed below the subcontractor(s) name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Bidder Responsibility Statement

Each Contractor bidding on work included in these contract documents shall prepare and submit the following information. The sheet must be included in and made a part of each bid document.

Name of bidder _____

Business address _____

A) MANDATORY BIDDER RESPONSIBILITY CRITERIA (RCW 39.04.350)

1. Washington State Contractors License Number _____

Effective date _____

2. State of Washington Unified Business Identifier (UBI) No. _____

3. Do you have industrial insurance (worker's compensation) coverage for your employees working in Washington as required by Title 51 RCW?

Yes _____ No _____ Not Applicable _____

4. Washington State Employment Security Department number as required by Title 51 RCW.

Number _____ Not Applicable _____

5. Washington State Department of Revenue state excise tax registration number as required by Title 82 RCW.

Number _____ Not Applicable _____

6. Have you ever been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3)?

Yes _____ No _____

(Continued on next page)

B) PROJECT SPECIFIC SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

1. Gross amount of Contracts now in hand. \$ _____

2. General type of work performed by your company _____

3. List more important construction projects completed by your company. Include project name, year, approximate costs and name and phone number of project engineer or owner.

4. List your major equipment _____

5. Bank references _____

6. Bonding company _____

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That

of , as Principal, and
as Surety, are jointly and severally held and bound unto the owner, in the penal sum of

Dollars (\$), the payment of which we jointly and severally bind ourselves, our
heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The CONDITION of this bond is such that WHEREAS, on the
day of A.D., , the said

Principal, herein, executed a certain contract with the owner, by the terms, conditions, and provisions
of which contract the said

Principal, herein, agree to furnish all material and do certain work, to wit: That ,
will undertake and complete the construction of

according to the maps, plans and specifications made a part of said contract, which contract as so
executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a
part hereof as fully for all purposes as if here set forth at length. This bond shall cover all approved
change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the
terms, conditions, and provisions of said contract in all respects and shall well and truly and fully do
and perform all matters and things by them undertaken to be performed under said contract, upon the
terms proposed therein, and within the time prescribed therein, and until the same is accepted, and
shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply
such contractor or subcontractor with provisions and supplies for the carrying on of such work, and
shall in all respects, faithfully perform said contract according to law, then this obligation to be void,
otherwise to remain in full force and effect.



WITNESS our hands this _____ day of _____,

Principal

(Attorney-in-fact, Surety)

Name and Address Local Office of Agent

APPROVED:

By: _____
Date: _____

Surety Bond No.
Contract No.

Agreement

THIS AGREEMENT, made and entered into this day of _____, _____ between the Columbia River Estuary Study Taskforce and hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for: in accordance with and as described in the attached plans and specifications, which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents.

II. The Columbia River Estuary Study Taskforce hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the Columbia River Estuary Study Taskforce by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Columbia River Estuary Study Taskforce the day and year first above written.

Executed by the Contractor

(Contractor)

Columbia River Estuary Study Task Force (CREST)

By:

Date:

