



818 Commercial Street, Suite 203  
Astoria, Oregon 97103

## **Request for Proposals Agency Creek Restoration Project - Construction**

**Proposals are due March, 15<sup>th</sup> 2024 by 4pm**

### **I. INTRODUCTION**

The Columbia River Estuary Study Taskforce (CREST) requests contractor services to implement a habitat restoration project at Agency Creek in Clatsop County, Oregon. This project is a collaboration with the Bonneville Power Administration (BPA), Portland and Western Railroad (PNWR), Oregon Department of Transportation (ODOT), Hampton Lumber (Agency Cr. Management Co.), and Oregon Department of Forestry (ODF) .

This project is sponsored by BPA and CREST. For this project **CREST requires a contractor with specific railroad and/or roadway infrastructure expertise as well as experience working in wetlands and tidal waterways.** The Railroad operator, PNWR, will have site inspectors visit the site throughout construction to ensure the project is being completed as per the required plans, specifications, and submittals. This is a prevailing wage contract and it meets all federal and state contracting guidelines, and materials are subject to the Buy America, Build America Act provisions for all of the iron, steel, manufactured products, and construction materials used in the project. This project is scheduled to commence in July 2024.

### **II. BACKGROUND**

The project site is located in Clatsop County, Oregon. The site is owned and managed by ODOT, ODF, and Hampton Lumber. Portland and Western Railroad holds a long-term lease for the rail line and the associated railway easement. Contractors must follow the official Railroad terms and conditions outlined in Appendices D-F of the bid documents.

### **III. OVERALL PROJECT GOAL AND OBJECTIVES**

CREST developed the Agency Creek restoration project to reconnect full fish passage into 22 acres of prime floodplain habitat along the Columbia River. Specific project objectives include:

- A. Increase the area of tidal foraging and refuge habitat for juvenile ESA-listed salmonids.
- B. Improve fish access and tidal flows to existing tidal wetland habitat patches.
- C. Increase production and food resources into the Columbia River estuary from the site.

#### **IV. PROJECT APPROACH**

Please refer to design plans and specifications for additional project details. The work to be performed under this contract consists of the following general tasks:

##### **A. Construction Submittals\***

- a. Schedule of Submittals
- b. Construction Schedule
- c. Secure Right of Entry Permit through GWRR/PNWR
- d. Access Plan showing working locations and catalog sheets of all equipment to be utilized on or over the RR ROW
- e. Ballast protection plan
- f. Erosion and Sediment Control Plan (ESCP)
- g. Construction Staking Plan
- h. Excavation and Shoring Plan (if shoring is applicable)
- i. Hoisting Plan
- j. Pile Driving Procedure and Pile Driving Records
- k. Welding procedures and weld test reports
- l. 3<sup>rd</sup> Party Materials Testing Reports (Beams, Caps, Pilings, Backfill Material, Ballast Material, etc.)
- m. Compaction Testing Reports
- n. Contact list with Key Personnel Contact Information
- o. Emergency/Safety Action Plan
- p. Any other plans, shop drawings, or means and methods for all work that will take place on, under, above or with the potential to impact railroad right-of-way, as required by PNWR PPM Sections 1.11 and 2.05

*\*The above list may not represent all the submittals required. For a complete list(s) of Engineering submittal requirements see submittals required by the Genesee and Wyoming project manual and standard specifications.*

##### **B. Pre-Construction Meeting**

- a. Present performance bond, insurance documents and pre-construction construction submittals prior to meeting
- b. Discuss final issues to get ready for Construction

##### **C. Install Erosion and Sediment Control Measures and Work Area Isolation Measures**

- a. Implement ESC Plan as outlined in plans and specifications documents
- b. Fish salvage (CREST to complete during construction)

##### **D. Clear access routes**

- a. Clear access route to new bridge and material placement locations per project owner

##### **E. Professional Land Survey**

- a. The contractor is responsible for hiring a Professional Land Surveyor (PLS), licensed in Oregon, to establish control, temporary benchmarks, and staking sufficient to complete the installation of the new bridges. The PLS will also provide control, temporary benchmarks, and staking sufficient to facilitate replacement of the existing rail lines in locations where it must be removed, and verification of existing rail line elevations in locations where the rail line has been utilized for access. The PLS is to return as needed during construction to supplement and/or replace damaged staking. CAD files representing structural components and project contours will be provided to the PLS upon request. All staking related to excavation of tidal channels, placement of spoils, and limits of disturbance will be provided by Inter-Fluve at no expense to the contractor
- b. PLS to return as needed during construction for pile, abutment, and bridge alignment staking

#### F. Construct Bridge

- a. Excavate bridge abutment footprints
  - i. A Federal Railroad Administration (FRA) 213 certification is required for track removal, handling, and reinstallation. This can be done by a sub contractor.
- b. Drive piles
  - i. Geotechnical evaluation will be required at several key phases of project implementation. At no expense to the contractor, a Geotechnical engineer will be present to verify the depth of refusal and blow count of the piling placement at Warren Slough. Contractor to coordinate schedule with CREST for site inspections
- c. Construct bridge abutments
- d. Excavate channel and side slopes; place material in designated disposal areas
- e. Place scour protection rock on side slopes; place native fill over rock and final grading of side slopes
- f. Install bridge
- g. Seed and straw side slopes and all areas of disturbance above elevation 8.6ft NAVD88

#### G. Levee Scrapedown, Final Grading, Rail Replacement, and Seeding

- a. Scrapedown each of the three designated levee scrapedown areas (A, B, and C) per plan, and place the associated materials in the designated topographic complexity zones
- b. Grade disposal areas as per plans
- c. Railroad tracks, ballast rock to be returned to an as good or better condition per plans and specifications
  - i. Track replacement must be completed by an individual and/or team with an FRA 213 certification
- d. Seed all disturbed areas as per plans

#### H. Final Cleanup

- a. Remove all log mats, construction forms, and construction materials
- b. Remove all ESC devices
- c. Final inspection of site and rail line

#### I. Plantings

- a. Install plantings between Nov 2024 – Feb 2025 with approval of CREST

These tasks are further detailed in the attached bid sheet. Proposers shall submit unit prices, extensions and total budget on the cost sheet. This project budget must be based on the enclosed plans and specifications. Contractors will be selected on the basis of cost, their past work experiences on similar projects, capacity to meet the project schedule, and the proposal documents as outlined below. Three references must be provided as well as a narrative supporting their firm's capacity to meet the proposed schedule. Companies should focus references within the lower Columbia River or North Oregon Coast regions if possible. **Contracts will be negotiated with a “not to exceed” cap.** Progress payments shall be based on completion of the items on the cost sheet at the unit prices submitted. If situations require additional work than originally contracted, CREST approved change orders may be utilized.

**A mandatory site visit will be held on February 20, 2024. You must RSVP with Jason Smith to attend the site visit. Contact Jason Smith at (503) 325-0435 ext. 219 or [jsmith@columbiaestuary.org](mailto:jsmith@columbiaestuary.org).**

## **V. PROJECT SCHEDULE**

This project is subject to adherence to the summertime in-water work window. In an effort to access the site during the driest working conditions, we are requiring the work be completed within the following schedule: July 15 – September 30, 2024.

## **VI. LOCATION DESCRIPTION**

The project site is located in Clatsop County, Oregon at 46.186544, -123.606130. Driving directions: From Astoria travelling along Oregon State Highway 30, turn left on Old US Hwy 30 for 1.1 miles, Turn left onto Waterhouse Rd for 0.9 miles, arrive at nearest parking. Walk along railroad 1 mile to the west to arrive at the site. We anticipate barge access for construction. Site is owned by various landowners and is accessible only with permission from CREST.

## **VII. SUBMITTAL REQUIREMENTS**

A. Each responsible proponent shall respond to the “Submittal Requirements” and the “Submittal Content Requirements” as presented in Section VII and VIII of this RFP. Proposals received without the required information may be rejected as incomplete.

B. A digital submission of the proposal shall be emailed to [jsmith@columbiaestuary.org](mailto:jsmith@columbiaestuary.org) (please make sure it is no larger than 20 mb in size). Proposals will be received until the date and time stated in this RFP. Any proposals received after the scheduled closing time for receipt of proposals shall be deemed ineligible for award consideration.

C. Proposals should provide a straightforward, concise description of proponent's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

D. CREST Reserves the Right to:

- a. Reject any and all proposals received in response to this RFP, if deemed to be in the best interest of the project and in consideration of the limited grant funds available.

- b. Waive or modify any irregularities in proposals received, after prior notification to the proponent.
- c. Consider proposals or modifications received at any time before the award is made, if such action is in the best interest of CREST.
- d. Seek clarification of each contractor’s proposal.
- e. Negotiate a final contract under which the compensation paid to the contractor is fair and reasonable to CREST as determined solely by CREST and its funder(s).

E. RFP Timeline

**EVENT DATES**

RFP released	February 5, 2024
Mandatory Pre-Bid Meeting	February 20, 2024
Request For Information Deadline	March 11, 2024 at 4:00 PM
Proposals Due	March 15, 2024 no later than 4:00 PM
Proponent selection*	March 19, 2024
Execute contract*	March 25, 2024
Mobilize for Construction*	July 15, 2024

\*Projected dates

F. Incurring Costs

CREST shall not be liable for any cost incurred by proponents prior to issuance of a contract.

G. Addenda

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all prospective proponents who have been issued an RFP document.

H. Acceptance of Proposal Content

The contents of the proposal of the successful proponent will provide the basis for a more detailed contractual obligation if the proposal is accepted. Failure of the successful proponent to accept these obligations in a contract may result in cancellation of the award.

I. Liability

If a contract is awarded the successful proponent must, at its own cost and expense, prior to commencement of any work pursuant to the contract, procure and thereafter maintain throughout the term of the contract the following types and minimum amounts of insurance:

- a. The Contractor shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability-Railroads" endorsement, covering all liabilities assumed by the Contractor under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad Indemnites and shall name the Railroad Indemnites as Additional Insureds. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability

- under this section but must "follow form" and afford no less coverage than the primary policy.
- b. The Contractor shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad Indemnitees and shall name the Railroad indemnitees as Additional Insureds.
  - c. The Contractor shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad Indemnitees.
  - d. Prior to construction within 50' of the railroad tracks, the Contractor shall purchase Railroad Protective Liability Insurance naming the Railroad Indemnitees as the named insured with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from the Railroad.

Such insurance shall be evidenced by Certificate of Insurance provided to the CREST, indicating coverage, limits and effective dates, by an insurance company licensed to do business in the State of [Oregon](#). If a contract is awarded, the successful proponent must provide documentation of Errors and Omissions (professional liability) Insurance Coverage and Workers Compensation Coverage.

In addition to these limits, the contractor must also list Columbia River Estuary Study Taskforce, Oregon Department of Transportation, and Portland & Western Railroad Inc. as an additional insured parties. Additional insured statement "CREST, Portland & Western Railroad, Inc., The State of Oregon, it's Department of Transportation and Members thereof, its officers, agents, and employees are named as additional insured".

#### J. Registration with Federal System for Award Management

CREST requires contractors to be registered and in good standing with the federal SAM (System for Award Management). See <https://www.sam.gov/SAM/> for more details.

#### K. Contracting Requirements

Selected contractor(s) will be required to comply with all federal, state, and local laws and regulations governing the performance of the business or activity. Contractors will be required to comply with the following as stated specifically in contracts with CREST: Federal Order 12549; EO 11246 "Equal Employment Opportunity"; 18 U.S.C. 874 "Anti-Kickback Act"; 40 U.S.C. 276a to 276a-7 Davis Bacon Act; 40 U.S.C. 327-330 for Contract Work Hours and Safety Standards. Additionally, there are [Buy America](#) provisions for the materials associated with this project, please be prepared to submit the required documentation.

#### L. Construction Bonding

A construction performance surety bond will be required for the total amount awarded by the contract.

#### M. Disqualification

In compliance with Executive Order 12549, CREST will not award a contract to any contractor or subcontractor that has been debarred or suspended or otherwise excluded from participation by Executive Order 12549. Contractors will be asked to state that they have been prequalified, registered, and in good standing with the Construction Contractor's Board (CCB), and not been debarred, suspended or otherwise excluded. Contractors will also be disqualified due to a CCB listing as described in ORS 279C.375.

#### N. Prevailing Wage

Contractor must pay the prevailing wage rates of the State of Oregon or Federal Government, whichever rate is higher.

### **VIII. SUBMITTAL CONTENT REQUIREMENTS**

- A. List available equipment and operators and operating rates (federal prevailing wages).
- B. Provide the completed cost sheet including all costs and taxes.
- C. Provide three client references, preferably references in the lower Columbia River and North Oregon Coast regions or neighboring communities when available.
- D. If contractor has completed similar railroad, tidal wetland, or excavation jobs in the past, indicate this in the response to proposal.
- E. Demonstrate ability to meet the timeline outlined in Section V of this document.

### **IX. CONTRACTOR SELECTION PROCESS**

- A. A Technical Advisory Committee shall be established, and each member shall review and rank all proposals based on the budget, prior work history, and ability to meet construction schedule. Review criteria will include:
  - a. Budget (as shown on the cost sheet) – 40%
  - b. Ability to meet construction schedule and project goals – 40%
  - c. Past work experiences on similar projects/ References – 20%
- B. The Technical Advisory Committee will share and discuss their scores. Scores will direct the Committee to select a proposal by consensus. While the highest-scoring proposal is typically the one selected, CREST retains the right to select a proposal other than the one with the highest cumulative score.

### **X. PROCEDURES FOR NEGOTIATING A CONTRACT**

- A. Contract negotiations will be directed toward obtaining written agreement on:
  - a. The contractor's tasks; and
  - b. Hourly rates for services which are consistent with the contractor's proposal and fair and reasonable to CREST, taking into account the estimated value, scope, complexity, nature of the contractor's service, and availability of grant funds.

B. Upon completion of successful negotiations, a contract between CREST and the contractor will be mutually executed.

C. Negotiations with a high-ranked proponent may be formally terminated if they fail to result in a contract within a reasonable amount of time. Negotiations will then ensue with the next ranked proponent, and if necessary, the next proponent and so on, until the negotiations result in a contract.

## **XI. PUBLIC DISCLOSURE**

A. Any information provided to CREST in response to this RFP is subject to public disclosure under the Oregon Public Records Law (ORS 192.311 to 192.478). As provided in ORS 279B.060(6), the contents of any proposal will not be disclosed until CREST issues its notice of intent to award. The identity of all proposers will be subject to disclosure following the opening of proposals.

B. After issuance of the notice of intent to award, any information provided to CREST under this RFP is subject to public disclosure under Oregon's Public Records Laws (ORS 192.311 to 192.478), unless it is specifically exempt from disclosure under ORS 192.338 to 192.355.

C. Any proposer that desires CREST to treat certain information as exempt from disclosure must plainly mark each page of such information as confidential and include the citation to the Public Records Law exemption that the proposer believes to apply to the information. Marked pages should be placed in a group separate from the remainder of the proposal. Information that has not been properly marked and segregated will be deemed subject to disclosure by CREST.

D. CREST retains the right to make an independent determination of whether marked information is exempt under the Public Records Law. All proposers understand that any decision by CREST to withhold information is subject to appeal and that CREST will comply with any order to disclose.

## **XII. CONTRACT ADMINISTRATION**

A. Project administration is conducted through CREST, a Council of Governments that includes local counties, cities, and port districts surrounding the Columbia River Estuary in both Oregon and Washington.

The awarded contract will be between the chosen contractor and CREST. CREST's project representative and primary contact is:

### **Jason Smith**

Senior Habitat Restoration Project Manager

Phone: (503) 325-0435 ext. 219

Email: [jsmith@columbiaestuary.org](mailto:jsmith@columbiaestuary.org)

818 Commercial Street, Suite 203

Astoria, OR 97103

Website: [www.columbiaestuary.org](http://www.columbiaestuary.org)



B. A “not to exceed” total contract price with agreed upon unit costs will be negotiated prior to start of work.

C. CREST will disburse all payments after the invoices from the consultant have been reviewed and approved by CREST and project funders. Payments will be distributed within 90 days of receipt by CREST to provide for processing times with CREST and project funders.

### XIII. PROJECT LOCATION

**Agency Creek Project Location Map**



Project location Map. See Section VI. Location Description for further details



Photo captured from the eastern side of project area, looking to the west. Orange lines indicate the three levee scrapedown areas (Scrapedown A, Scrapedown B, and Scrapedown C). The yellow star indicates the culverts scheduled for removal and the location of the ~36' single span bridge..



Photo captured from above the existing three small culverts that will be removed and replaced with the single span ~36' bridge.

# **APPENDIX A – PLAN SET**

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**APPENDIX B – SPECIFICATIONS**

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## **APPENDIX C – Bid Sheet**

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# **APPENDIX D – RR Construction Maintenance Agreement**

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# **APPENDIX E – GWRR/PNWR Public Projects Manual**

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## **APPENDIX F – Right of Entry Agreement PNWR**

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# **APPENDIX G – Geotechnical Report**

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