

Request for Proposal

Coaledo Drainage District Fish Passage Project

Beaver Slough Enhancements and Tide Gate Replacement

Proposal due March 17, 2023 by 3:00 pm

Mandatory pre-proposal site showing February 28, 2023 at 2:00 pm

Contracting Agent

Coquille Watershed Association

Contact: Rushal Sedlemyer

390 N. Central Blvd.

Coquille, Oregon 97423

Phone 541.396.2541



Engineering Design, Drawings and Specifications Prepared by

River Design Group, Inc.

Contact: Russell Bartlett, PE

311 SW Jefferson Avenue

Corvallis, Oregon 97333

Phone 541.738.2920

www.riverdesigngroup.com



February 17, 2023

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1 INVITATION, INSTRUCTIONS & INFORMATION

1.1 Invitation

Sealed Proposals for the **Coaledo Drainage District Fish Passage Project** will be received via email by Rushal Sedlemyer (rsedlemyer@coquillewatershed.org) at the Coquille Watershed Association (CoqWA), until **3:00 pm on March 17, 2023** at which time Proposals will be opened privately. Proposals not received by the indicated time will not be reviewed.

The work consists of, but is not limited to, the following items: erosion control and site access improvements, site dewatering and work area isolation, tide gate structure removal and replacement, bridge removal and replacement, channel enhancements, riparian enhancements, cleanup, and other items required to complete the project as designed.

The Contractor will be required to comply with permit conditions, cultural resource protections, and environmental protection and general best management practices for the work. The Coaledo Drainage District (CDD) in coordination with CoqWA is responsible for obtaining all Federal, State, and County regulatory permits other than Oregon Department of Forestry (ODF) permit to use power driven machinery during fire season. Contractor shall obtain this ODF permit, if applicable. The in-water work period established for this project is **July 1 to September 15**, a lead side extension to June 15th may be requested if advantageous to the Contractor. Final completion of the project shall be on or before **October 1, 2023**.

Proposal shall be submitted as described in these documents and on the Proposal Form provided. No Proposal for a construction contract shall be received or considered unless the Proposer is registered with the Oregon Contractors Board as required by ORS Chapter 701. CoqWA 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 award of contract for a period not to exceed thirty (30) days from aforementioned proposal due date; or to reject any and all Proposals received and further advertise the Project for Proposals.

1.1.1 Definitions

CONTRACTING AGENT (CA) – The Coquille Watershed Association (CoqWA) is authorized to enter and administer this Contract on behalf of the tide gate Owner and Landowners.

CONTRACT DOCUMENTS – Includes the following documents: Invitation, Instructions and Information for Proposers, Project Milestone Schedule, Insurance Certificates and Wages, Proposal Form, General Requirements, Regulatory Permit Conditions, Technical Specifications, Drawings, Contract, and Addenda.

CONTRACTOR – The successful Proposer who executes a Contract with the Contracting Agent to perform the work.

ENGINEER – River Design Group, Inc. (RDG) and it's subconsultants are the Contracting Agent's representative who is responsible for project design and will determine whether the construction

work conforms to the technical requirements and design intent as set forth in the Drawings and Specifications.

INSPECTOR - River Design Group, Inc. (RDG) and/or it's subconsultants representative who is responsible for providing construction oversight and ensuring the construction work conforms to the technical requirements and design intent as set forth in the Drawings and Specifications.

ENVIRONMENTAL INSPECTOR – Oregon Department of Fish and Wildlife (ODFW) Habitat Protection staff will assist Contracting Agent in the inspection of construction activities to assess environmental effects.

IN-WATER WORK WINDOW – All work below Ordinary High Water (OHW) shall occur during the Oregon Department of Fish and Wildlife (ODFW) In-water Work window for this project, July 1st – September 15th.

OWNER (MAIN TIDE GATE) – The Coaledo Drainage District (CDD) owns and operates the main CDD tide gate structure.

LANDOWNER – Project site is located on privately owned lands.

PROJECT – Refers to work necessary to complete the restoration actions as described in this Document, Drawings and Specifications.

PROPOSER – Any corporation or entity submitting a responsive proposal under the Contract Documents.

SUBCONTRACTOR – A person or entity who submits a bid to Proposer for a portion of the Project.

1.1.2 Non-Disclosure and Referrals

The Proposer is required not to disclose the Request for Proposal (RFP) to anyone not directly involved with development of the response to the RFP. In addition, the RFP may not be disclosed to any other company without the permission of Contracting Agent. No information about this RFP may be released to the public by Proposer.

1.1.3 Mandatory Pre-Proposal Site Showing

A pre-proposal site showing of the restoration site is required for all Proposers seeking to submit a proposal. The pre-proposal conference and site tour will commence at **2:00 pm on February 28, 2023** at the Coquille Valley Wildlife Area gravel parking lot adjacent to N. Bank Ln. (43.216, -124.258)

The Contracting Agent and Engineer will be in attendance to outline the scope of work, schedule, access plan, and lead a tour of the site. Only one vehicle and no more than two individuals per Proposer are allowed to attend the conference due to access limitations (additional vehicles can be left at the Coquille Valley Wildlife Area parking lot). Statements made at the pre-proposal site showing are not binding unless confirmed by written addendum.

Attendees must notify Rushal Sedlemyer (rsedlemyer@coquillewatershed.org) of their intent to attend by 5:00 PM on February 24, 2023.

1.1.4 Minimum Proposer Qualifications

This Project is an aquatic habitat enhancement project and a unique construction endeavor that requires specialized experience and expertise. The Proposer must demonstrate, through past project experience and references, the following to be eligible for proposing on this Project:

- 1) Work in the estuary (tidal zone), river and floodplain environment in active flow conditions,
- 2) In-water work that required work area isolation, control of waters, dewatering, construction of cast-in-place concrete hydraulic structures, and
- 3) Two (2) projects demonstrating work area isolation and turbidity management.

To demonstrate qualified experience, Proposer shall submit a minimum of two (2) project descriptions. Each project description should be kept to one page. One project may cover multiple qualifications. A minimum of three (3) references must be provided to verify this required experience: include contact names, company, email addresses, and phone numbers.

1.1.5 Project Funders

This Project is funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department. Also, funding was procured from the Wild Rivers Coast Alliance (WRCA) and the Oregon Watershed Enhancement Board (OWEB).

This Project is funded in part by the Pacific Coast Salmon Recovery Fund (PCSRF). **As such, the required use of American iron, steel, manufactured products (greater than 55 percent of the total cost of all components of the manufactured product), and construction materials is required (domestic content procurement preference) for all supplies that are incorporated into, or affixed to an infrastructure project. This requirement does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project.**

If determined that applying the domestic content procurement preference would be inconsistent with the public interest; necessary content are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or inclusion of content produced in the United States will increase the cost of the overall project by more than 25 percent, a waiver request may be submitted to waive the application of the domestic content procurement preference.

Proposer to note in bid if use of domestic content increases overall cost by more than 25 percent or if use of domestic content is not reasonably available or of satisfactory quality.

1.1.6 Interpretations and Addenda

All questions pertaining to discrepancies in, or omissions from, or doubts as to the meaning or intent of the Contract Documents must be submitted to the Contracting Agent via email. Interpretations or clarifications considered necessary by Contracting Agent in response to such

questions will be issued by Addenda and emailed or delivered to all Proposers who attend the pre-proposal site showing. Only questions answered by Addenda will be binding and become part of the Contract Documents. 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 necessary by the Contracting Agent. The Contracting Agent may refuse to consider an interpretation or clarification request received after the designated deadline for submitting request for information as noted in Section 1.3 - Milestone Schedule.

1.2 Instructions

1.2.1 Proposal Format

The Proposal shall be kept to the minimum number of pages while adequately describing required experience and proposed approach. The following items shall be submitted with headings that designate each section in the Proposal as follows:

- **Cover Letter:** Introduce your company and team along with relevant highlights (2 pages maximum)
- **Section 1: Proposal Form** (*provided in 3.0*)
- **Section 2: Project Technical Approach** including means, methods, and equipment that will be mobilized and used for this project linked with Proposal Form items as appropriate (*4 pages maximum*)
- **Section 3: Project Schedule** with milestones (a Gantt chart of project tasks) shall be provided and linked with project technical approach (*1 page*)
- **Section 4: Organizational Structure** of Proposer and brief description of personnel proposed for this project with their experience and must include all First Tier Subcontractors (*4 pages maximum*)
- **Section 5: Experience and References** that demonstrate minimum contractor qualifications per Section 1.1.4 - Minimum Proposer Qualifications (*3 pages maximum*).
- **Section 6:** Acknowledgement of Addenda, if issued

1.2.2 Disclosure of First-Tier Subcontractors

Proposers must submit a subcontractor disclosure statement. Proposer must submit a statement as outlined in Section 1.2.1 identifying all first-tier subcontractors that will furnish labor or labor and materials and whose contract value is equal to or greater than 5% of the total bid. Proposer to provide qualifications of first-tier for their proposed work to be complete.

1.2.3 Proposal Submission

One electronic file in PDF format (not to exceed 10 MB file size) of the Proposal must be submitted to Rushal Sedlemyer via email (rsedlemyer@coquillewatershed.org) by 3:00 pm on March 17, 2023.

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 thirty (30) working days and at no time after award of proposal.

1.2.4 Ownership of Materials

All materials submitted in response to this RFP will become the property of the Contracting Agent. Neither proposal nor supporting material will be returned to Proposer.

1.2.5 Basis of Award

Award will be made to the responsible, responsive Proposer: (1) whose proposal is technically acceptable; (2) has demonstrated required experience with similar projects; and (3) whose technical/cost relationship is the most advantageous to the Contracting Agent, see attached Review Rubric. Acceptance of any Proposal does not place the Contracting Agent under any obligation to accept the lowest price proposal submitted.

The Contracting Agent reserves the right to reject any or all proposals or to make award without conducting discussions. Discussions (oral or written) may be conducted as appropriate with all Proposers considered to be within the competitive range. In addition, the Contracting Agent may engage in discussions with the highest ranked Proposer before making an award. If the negotiations are successful, the Contracting Agent may enter into a Contract with this party. In the event the negotiations are not successful, the Contracting Agent may repeat this process with the next highest ranked Proposer, and so on, until a mutually agreeable contract is reached. For the purpose of this solicitation, discussion shall not be considered to have been initiated if the Contracting Agent requests additional information supplementing or clarification of a Proposal without materially changing it.

1.2.6 Confidentiality or Proprietary Information Statement

The Contracting Agent has no intention or obligation to share information or material with other parties and will respect any documents or materials that Proposer has identified as confidential or proprietary in accord with the requirements of Oregon Public Records Laws. Proposer shall clearly identify pages containing proprietary information; the complete proposal may not be designated in this manner. The Contracting Agent is not obligated to maintain the confidentiality of any information which: 1) is known prior to receipt of the proposal; 2) becomes publicly known through no fault of the Contracting Agent; or 3) is received without obligation of confidentiality from a third party.

1.2.7 Protests

Proposers who wish to protest any aspect of the RFP or the procedure for evaluating Proposals and selecting a Contractor must deliver a written protest to the Contracting Agent by March 17, 2023. Proposers who wish to protest the result of the proposal evaluation must submit a written protest to the Contracting Agent within four (4) business days of the notice of intent to award the contract.

The protest must clearly state all grounds for the protest and must include all arguments and evidence in support of the protest. Testimonial evidence may be submitted by affidavit. The Contracting Agent may investigate as it deems appropriate and will issue a written response to the protestor. The Contracting Agent may proceed with contract award, execution, and performance while a protest is pending.

1.3 Milestone Schedule

A preferred schedule has been established for the project as summarized in the following table.

| | |
|--|--------------------|
| RFP issued | February 17, 2023 |
| Mandatory pre-proposal site showing | February 28, 2023 |
| Deadline for submitting requests for information | March 9, 2023 |
| Proposal due date | March 17, 2023 |
| Anticipated opening of Proposals | March 17, 2023 |
| Notice of Intent to Award Contract | March 24, 2023 |
| On-site pre-construction conference | April / May 2023 |
| Earliest site access date | June 1, 2023 |
| Earliest date for commencing in-stream work | June 15, 2023 |
| Earliest date for commencing work at bridge site | August 1, 2023 |
| Completion of in-stream portion of Project | September 15, 2023 |
| Final completion of Project | October 1, 2023 |

1.4 Supporting Documents

The following document has been developed for the project and is contained within the Contract Documents.

1. Coaledo Tide Gate Geotechnical Investigation developed by Foundation Engineering, Inc. (2022)
2. Domenighini Bridge Replacement Geotechnical Consultation developed by Foundation Engineering, Inc. (2022)
3. Coaledo Tide Gate Design Drawings developed by CSE Engineering, Inc. (2023)

2 INSURANCE CERTIFICATES & WAGES

2.1 Insurance/Responsibility for Damages/Hold Harmless

All insurance coverages must be with entities lawfully authorized to do business in Oregon.

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, agents. The Contractor shall defend, indemnify and hold harmless the Owner, Landowners, Contracting Agent, and Engineer against any claims arising from said damage, injury, loss or expense.
2. Contractor shall indemnify, defend, and hold harmless the owner, landowners, Contracting Agent, Engineer and their officers, divisions, and employees and members, to the fullest extent allowable under State law, from all claims, suits or actions of any nature out of or relating to the acts or omissions of Contractor, its officers, subcontractors, agents, employees, or anyone for whose acts the Contractor may be liable under this contract.
3. Primary Coverage. Insurance carried by Contractor under this contract shall be the primary coverage.
4. Commercial General Liability. Contractor shall obtain at Contractor's expense and maintain 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. \$2 million dollars each occurrence, \$4 million dollars policy aggregate. General Liability coverage includes actions that involve removal or alteration of structures that hold back water on land or instream including dams, levees, dikes, tide gates, or other water control structures.
5. Pollution liability. Contractor shall obtain at Contractor's expense and keep in effect during the term of this contract, pollution liability. This coverage may be written in combination with the commercial general liability insurance. \$500,000 dollars each occurrence, \$1 million dollars policy aggregate.
6. 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.
7. Workers' Compensation. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this contract are subject employers under the

Oregon Workers' 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.

9. "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.
10. Additional Insured. The liability insurance coverages required for performance of this contract shall include Contracting Agent, Owner, Landowners, and Engineer with respect to the Contractor's activities to be performed under this contract. A complete list will be provided to the selected Proposer prior to execution of Contract.
11. Notice of Cancellation or Change. There shall be no cancellation, non-renewal, 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 Agent. 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.
12. Certificates of Insurance. As evidence of the insurance coverages required by this Contract Documents, the Contractor shall furnish certificate(s) to the Contracting Agent prior to execution of Contract. The certificate(s) will specify all of the parties who are additional insureds (or loss payees).

2.2 Prevailing Wage

This project is required to comply with Prevailing Wage requirements as outlined in ORS 279C.800 – 279C.870. The contractor, and all subcontractors, must have a public works bond filed with the Construction Contractors Board (CCB) prior to starting work on the Project unless exempt.

3 PROPOSAL FORM

PROPOSER: _____

DATE: _____

The work descriptions below are not comprehensive and provide an illustrative description for Proposal purposes only. The Proposal amount shall be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the Project. The Contractor must include adequate provisions in each Proposal price to account for incidentals and other items required to complete the Project and meet the intent of the Contract Documents.

3.1 Lump Sum Proposal

| Item No. | Description | Estimated Quantity | Unit | Proposal Price |
|-----------------------------------|--|--------------------|----------|----------------|
| General Project Conditions | | | | |
| 1.0 | Mobilization Equipment, materials, and labor to mobilize necessary equipment, utilities, and support facilities to the project site. Includes project General Requirements and insurance. | 1 | Lump Sum | |
| 2.0 | Site Access & Staging Equipment, materials, and labor to provide site access, improve access road to project structure sites, develop temporary access route along Lower Beaver Sough channel, and stage equipment and materials. <i>(Reference Drawing: 2.3)</i> | 1 | Lump Sum | |
| 3.0 | Environmental Controls Equipment, materials, and labor to install, inspect, and maintain erosion control (BMP) measures. <i>(Reference Drawing: 2.4)</i> | 1 | Lump Sum | |
| 4.0 | Site Preparation: Blackberry Removal Equipment, materials, and labor to mechanically remove (clear and grub or mow) and stockpile blackberry from along the Lower Beaver Slough and adjacent Coquille River channels. <i>(Reference Drawing: 2.3 & 7.0)</i> | 1 | Lump Sum | |

| Item No. | Description | Estimated Quantity | Unit | Proposal Price |
|---|--|--------------------|----------|----------------|
| 5.0 | <p>Construction Site Reclamation and Demobilization</p> <p>Equipment, materials, and labor to reclaim site including removal of all construction equipment and remaining construction debris, and treatment of all disturbed surfaces with erosion control seed and straw. Contracting Agent to perform all planting associated with Project Riparian Restoration actions.</p> <p><i>(Reference Drawing: 2.4)</i></p> | 1 | Lump Sum | |
| Lower Beaver Slough Channel Enhancements | | | | |
| 6.0 | <p>Slough Channel Excavations</p> <p>Equipment, materials, and labor necessary to excavate slough channel. Excavated materials to be hauled and disposed of per Bid Item No. 23.</p> <p><i>(Reference Drawings: 4.0 – 4.4)</i></p> | 1 | Lump Sum | |
| 7.0 | <p>Channel Enhancements Miscellaneous</p> <p>Equipment, materials, and labor necessary to remove and properly dispose of existing infrastructure and fill existing ditch line per Drawings.</p> <p><i>(Reference Drawings: 4.0 and 4.2)</i></p> | 1 | Lump Sum | |
| 8.0 | <p>Large Wood Placement</p> <p>Equipment, materials, and labor to procure and place large wood members at the direction of Project Engineer.</p> <p><i>Contractor to procure large wood members.</i></p> <p><i>(Reference Drawing: 4.5)</i></p> | 1 | Lump Sum | |
| 9.0 | <p>In-Channel Obstruction Removal</p> <p>Equipment, materials, and labor to remove in-channel obstruction at the direction of Contracting Agent.</p> <p><i>(Reference Drawing: 8.0)</i></p> | 1 | Lump Sum | |
| Tide Gate Replacement | | | | |
| 10.0 | <p>Care of Waters</p> <p>Equipment, materials, and labor to control and divert water around work area, and provide turbidity control. Includes participation in fish salvage.</p> <p><i>(Reference Drawing: 2.5)</i></p> | 1 | Lump Sum | |

| Item No. | Description | Estimated Quantity | Unit | Proposal Price |
|--|--|--------------------|----------|----------------|
| 11.0 | <p>Structure Removal and Excavation Equipment, materials, and labor to fully remove the existing tide gate structure and dispose of legally off-site and excavate to proposed structure subgrade. Stockpile suitable native materials for use as structure backfill. Excess excavated materials to be hauled and disposed of per Bid Item No. 23. (Reference Drawing: 2.1 and 5.0)</p> | 1 | Lump Sum | |
| 12.0 | <p>Foundation Preparation Equipment, materials, and labor to prepare box culvert foundation on subgrade surface per Geotechnical Engineers Investigation Construction Recommendations. (Reference Drawing: 5.1)</p> | 1 | Lump Sum | |
| 13.0 | <p>Cast-In-Place Concrete Structure Equipment, materials, and labor to construct new tide gate box culvert structure on prepared foundation. <i>Includes employment of an independent inspection agency to perform Special Inspections.</i> (Reference Drawings: 5.1 and S1.00 – S3.03)</p> | 1 | Lump Sum | |
| 14.0 | <p>Embankment & Access Reconstruction Equipment, materials, and labor to reconstruct embankment within the vicinity of the new box culvert. Includes the placement of bankline hydraulic armoring riprap and reconstruction of site access. (Reference Drawings: 5.2 -5.4)</p> | 1 | Lump Sum | |
| 15.0 | <p>Gate Door Installation Coordination Equipment, materials, and labor to coordinate delivery and assist in installation of tide gate door system, Contracting Agent supplied materials. (Reference General Requirements: Section 4.7)</p> | 1 | Lump Sum | |
| Agricultural Bridge Replacement (Earliest work can commence at bridge site is August 1, 2023) | | | | |
| 16.0 | <p>Care of Waters Equipment, materials, and labor to isolate project areas from active flow and provide turbidity control if necessary. Includes participation in fish salvage. (Reference Drawings: 2.6)</p> | 1 | Lump Sum | |

| Item No. | Description | Estimated Quantity | Unit | Proposal Price |
|-----------------------------|---|--------------------|----------|----------------|
| 17.0 | <p>Structure Removal, Utility Protection, & Excavation</p> <p>Equipment, materials, and labor necessary to fully remove the existing bridge crossing and dispose of legally off-site and excavate site for installation of bridge while protecting utilities. Excess excavated materials to be hauled and disposed of per Bid Item No. 23.</p> <p>(Reference Drawings: 2.2 and 6.0)</p> | 1 | Lump Sum | |
| 18.0 | <p>Bridge Design and Coordination</p> <p>Equipment, materials, and labor to design bridge abutments, wingwalls if necessary, and bridge deck in accordance with current AASHTO Standard Specifications for Highway Bridges. Design load rating per specifications detailed on Drawing 6.1. Provide Drawings and Design information sealed by licensed engineer in the state of Oregon.</p> <p>Contractor to procure bridge structure.</p> | 1 | Lump Sum | |
| 19.0 | <p>Installation of Bridge and Abutments</p> <p>Equipment, materials, and labor to place material to construct bridge abutments, wingwalls if necessary, and bridge deck. Includes applicable foundation preparation per Geotechnical Engineers Consultation Construction Recommendations based on selected abutment system.</p> | 1 | Lump Sum | |
| 20.0 | <p>Bankline Restoration</p> <p>Equipment, materials, and labor to place material to perform bankline restoration actions, including replacement of existing drainage culvert and placement bankline hydraulic armoring riprap.</p> <p>(Reference Drawings: 2.2 and 6.0)</p> | 1 | Lump Sum | |
| 21.0 | <p>Bridge Approach Reconditioning</p> <p>Equipment, materials, and labor to recondition bridge approaches per Drawings.</p> <p>(Reference Drawings: 6.0 and 6.2)</p> | 1 | Lump Sum | |
| Riparian Restoration | | | | |
| 22.0 | <p>Livestock Heavy Use Areas</p> <p>Equipment, materials, and labor to construct heavy use areas. Excavated materials to disposed of per Bid Item No. 23.</p> <p>(Reference Drawings: 7.0 and 7.2)</p> | 1 | Lump Sum | |

| Item No. | Description | Estimated Quantity | Unit | Proposal Price |
|----------|---|--------------------|----------|----------------|
| 23.0 | <p>Grading of Excavated Soils at Disposal Site Equipment, materials, and labor to haul and spread excavated sediments and soils generated from project excavations evenly across the disposal area located to the east of the project area along Lower Beaver Slough. (Reference Drawing: 9.0)</p> | 1 | Lump Sum | |

Lump Sum Proposal Total

\$ _____
 (Total amount written in words)

\$ _____
 (Total amount written in numbers)

3.2 Equipment and Labor Proposal

Equipment and labor rates are included in the Lump Sum proposal provided in Section 3.1. These rates will apply for approved change orders if work outside of the Proposal scope is necessary.

| Item | Cost | Unit |
|--|------|----------|
| <p>Excavator Track mounted excavator, 38,000 pounds GVW, includes operator, fuel, and insurance.</p> | | Per hour |
| <p>Bulldozer Track mounted bulldozer, approximately 60,000 pounds GVW, includes operator, fuel, and insurance</p> | | Per hour |
| <p>Dump Truck Standard dump truck with 10-12 cubic yard capacity, includes operator, fuel, and insurance.</p> | | Per hour |
| <p>Front End Loader Rubber tired loader with minimum bucket capacity of 1.5 cubic yards, includes operator, fuel, and insurance.</p> | | Per hour |
| <p>Site Supervisor On-site project supervisor able to direct labor and equipment.</p> | | Per hour |
| <p>Operator 1 Skilled laborer able to operate equipment.</p> | | Per hour |
| <p>Laborer 2 General laborer for physical labor.</p> | | Per hour |

3.3 Proposer Certifications

The undersigned 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 Contract Documents for 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 quantities with the detailed requirements of the Project; and, that this Proposal is made in accordance with the provisions and the terms of the Contract Documents.

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 Contracting Agent, and Engineer, and such other sources of information as they determine appropriate in arriving at their conclusion.

The Proposer certifies that they have 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 further agrees, to the extent of this Proposal, to furnish all labor, machinery, tools, apparatus, and other means of construction and do the work and furnish all 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 Contract Documents.

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 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, this Proposal is being executed and delivered by the undersigned Corporation as of _____ day of _____, 2023.

NAME OF CORPORATION

CCB #

By: _____

Title: _____

Signature: _____

4 GENERAL REQUIREMENTS

4.1 Summary of Work

The Work includes furnishing all labor, equipment, and materials for completing the project elements included in the Drawings and Specifications. Specific items of work include erosion control, site dewatering, work area isolation, procurement and installation of engineered structures (tide gate and bridge), construction of embankment roadway, channel enhancement excavation and restoration, riparian enhancements, cleanup, and other items required to complete the projects as designed. Other incidental work or items required for full performance of work, notwithstanding the same may have been omitted from the plans or not specifically mentioned in the Contract Documents and are expected to be completed to achieve full project intent.

4.2 Payment, Retainage and Schedule of Values

The Project is a **lump sum** Contract; therefore, the Contractor shall provide, prior to the pre-construction conference, a detailed schedule of values for each part of the Work that is linked to the overall Project schedule and Bid Form breakdown. The value assigned to each part of the work shall consist of labor, equipment, 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 Contracting Agent, it shall become the basis for the Contractor's requests for partial payment.

An unbalanced schedule of values providing for overpayment on items of work which would be performed first will not be accepted. The schedule of values shall be revised and resubmitted until acceptable. Final acceptance by the Contracting Agent shall indicate consent to the schedule of values as a basis for progress payments and shall not constitute an agreement as to the value of each indicated item.

Request for payment shall be submitted by the Contractor at the end of each month to the Contracting Agent. The payment request shall include detailed information to be confirmed 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 Agent, the payment will be processed, and the payment will be made within 30 calendar days. **A final 10% retainage will be held on the last 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 Contracting Agent, Owner, and Engineer as soon as requested by the Contractor after all project work has been completed and the Project is compliant with the Contract Documents.

4.3 Existing Conditions 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 information included in these Contract Documents. Failure by the Contractor to become acquainted with the physical conditions of the site and the available information shall not relieve the Contractor from the responsibility for properly estimating the difficulty or cost of successfully performing the work. 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 aforementioned data, the Contractor can perform the work in a good and professional workmanlike manner and to the satisfaction of the Contracting Agent and in full compliance with applicable Federal, State and County permits, codes or requirements. Contractor also represents that it has made all investigations essential to a full understanding of the difficulties, which it may encounter in performing the Contract, and that anything in the Contract Documents or any representations, statements or information made or furnished by Contracting Agent notwithstanding, Contractor will complete the Work for the compensation stated in this Contract.

The Contractor is responsible for verifying the locations of all existing utilities. The Contractor must notify all utility offices that will be affected by construction at least four (4) days in advance. Under no circumstances shall the Contractor expose any utility without first obtaining permission from the appropriate utility company. Once permission has been granted, the Contractor may locate, expose, and provide temporary support for all existing utilities. The Contractor shall reschedule his/her work to allow relocation of any conflicting utility. The Contractor will not be entitled to additional compensation for delays in the project attributed to the relocation of utilities.

Necessary precautions shall be taken to prevent damage to existing structures at the site, whether or not they lie within the limits of construction activities, any associated underground infrastructure (i.e., pipes), and roadways. The Contractor is responsible for any damages caused by construction activities and subsequent repairs at no additional cost to the Contracting Agent. The Contracting Agent shall be notified of any damages caused by Contractor.

An attempt has been made to show major structures on the Drawings. The completeness and accuracy of information shown cannot be guaranteed, and it is presented simply as a guide to avoid known possible difficulties.

Any information obtained by the Contracting Agent 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.

4.4 Site Access

Contractor shall locate temporary access routes to minimize disturbance to existing floodplain surfaces to the maximum extent practicable and shall confine construction operations to the limits of construction access, construction site, rights-of-way, and access areas 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 Agent will assist the Contractor to the fullest extent practicable, however, all damages and claims by private parties will be the responsibility of the Contractor at no additional cost to the Contracting Agent.

4.5 Work Coordination and Scheduling

Project Schedule: The selected Contractor shall submit a proposed schedule as part of their Proposal. A detailed work schedule that shows the dates at which the Contractor will start and complete the various parts of the Contract shall be submitted at the pre-construction conference. The scheduled completion date must be the same or earlier than the contractual completion date. Should the Contractor show a completion date earlier than the Contractual completion date, the resulting "float" shall belong to both the Contracting Agent and the Contractor. The Contracting Agent and Engineer will review schedules and if required, Contractor shall resubmit revised schedules within two (2) working days after return of review copy.

Schedules shall be of the Gantt chart type prepared using a computer program such as Microsoft Project or Primavera. Schedules shall show critical path with logical ties between tasks and at a minimum, the start date, finish date, and planned duration of each task.

Contractor shall provide sufficient safe and proper access at all times for the inspection of the work site by the Contracting Agent, Engineer, and regulatory personnel.

4.6 Reasonably Implied Work and Incidental Items

Any part of the work that is not mentioned in the Specifications, but is shown on the Drawings; or any part not shown on the Drawings, but described in the 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 at no additional cost to the Contracting Agent.

4.7 Supplied Materials

Tide Gate Doors: Contracting Agent will directly contract for design, fabrication, delivery and installation of side-hinged aluminum tide gate doors and Muted Tidal Regulators (MTRs) manufactured by Nehalem Marine Manufacturing (NMM). Contractor shall provide an isolated (from active flow) workspace. NMM will deliver to site the fabricated gates and ancillary

structures. NMM will be onsite to assist with proper installation of the tide gates and MTRs. Final installation will be a combined effort coordinated and agreed to by NMM and Contractor.

4.8 Change Orders or Work Outside Project Scope

Any work required to carry out the intent of the Contract Documents by information not clearly indicated in the Contract Documents, or which cannot be reasonably implied from the intent and meaning of the Contract Documents and which cannot be classified under any of the items for which a lump sum price is listed in the Contractor's Proposal will be paid for on a unit price account basis based on the Proposal Form rates provided.

All extra work for which the Contractor is requesting payment must be approved in writing by the Contracting Agent and Engineer prior to executing the work. Work performed without prior written approval will not be compensated by the Contracting Agent. Payment will be made for the documented actual cost of labor, materials, expenses, and additional insurance expenses after the work is accepted.

Materials: The cost of materials reported shall be at invoice or the lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of freight, delivery and storage. If, in the opinion of the Contracting Agent, the cost of materials is excessive or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount.

Equipment: The Contractor will be paid for the use of equipment at the rate listed on the Proposal Form or for such equipment not listed, Contractor and Contracting Agent will negotiate an hourly rate for the equipment. The time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the work site and return it to its original location if the equipment is used solely for the extra work.

Work Report: In order to be paid for extra work, the Contractor must submit a work report in a format approved by the Contracting Agent that includes a location for signatures from the Contracting Agent and Engineer. Failure to complete the work report and submit the form for appropriate signatures by the next working day after extra cost work from the previous day was completed will result in the Contractor's costs for extra work being disallowed.

4.9 Regulatory Permit Conditions

Permits will be issued by Federal, State, and County regulatory agencies to the Owner. Contractor shall review the provisions of the individual permits from the Owner and they are herein incorporated as part of the Contract Documents. A copy of all permits must be kept on site at all times and be available for inspection in the event that personnel from a regulatory agency enter the site and request inspection of permits and monitoring records.

4.9.1 Oregon Department of Forestry

Contractor shall follow all Oregon Department of Forestry (ODF) requirements including obtaining a Power Driven Machinery Permit as required and following all Fire Season Industrial Fire Precaution Level restrictions throughout the duration of the Project. It is the Contractor's responsibility to pay for and obtain all necessary ODF permits and comply with the conditions. Likewise, the Contractor is required to comply with all fire season restrictions enforced by ODF and should incorporate adequate schedule flexibility and costs associated with work stoppage and compressed schedule resulting from fire restriction operational hours.

4.10 Key Persons

Contractor acknowledges and agrees that Contracting Agent selected Contractor, and is entering into this Agreement, because of the special qualifications of Contractor's Key Persons identified in the proposal. Contractor's Key Persons shall not delegate performance of the powers and responsibilities they are required to provide under this Agreement to another Contractor employee(s), and Contractor shall not re-assign or transfer the Key Persons to other duties or positions such that the Key Persons are no longer available to provide the Contracting Agency with their expertise, experience, judgment, and personal attention, without first obtaining the Contracting Agent's prior written consent to such re-assignment or transfer, which consent shall not be unreasonably withheld. The Contracting Agent will have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Persons, in the event Contractor requests that the Contracting Agent approve a re-assignment or transfer of the Key Persons or if Contractor must replace Key Persons due to death, illness, or termination of employment with the Contractor. Any such replacement personnel shall have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by Contracting Agent shall thereafter be deemed a Key Person for purposes of this Contract.

4.11 Equipment Fluids Requirements

All equipment that will be operated in and adjacent to the stream channel and live water shall use biodegradable lubricants and fluids.

4.12 Protection of Cultural Resources (Inadvertent Archaeological Discoveries)

A comprehensive Inadvertent Archeological Discoveries Plan (IDP) will be provided to the successful proposer for directions in case of uncovering cultural resources during ground disturbing activities. An archaeological monitor will be required on-site during ground disturbing activities. Prior to commencing work, a meeting with the Contracting Agent must occur to overview the IDP protocols.

Comply with all Laws governing preservation of cultural resources. If cultural materials are encountered on the Project site or in material sources, immediately discontinue operations, protect the cultural resource from disturbance or damage, and notify the Contracting Agent.

Ground-disturbing activities shall be immediately stopped when human remains or potentially significant archaeological materials are discovered and notify the Contracting Agent immediately. Where a suspected human burial or skeletal remains are uncovered, the Contracting Agent will be responsible for notifying the appropriate authorities including the Oregon State Police.

4.13 Protection of Fish, Wildlife & Habitat

Comply with the laws and recommendations of the Oregon Department of Fish and Wildlife, National Marine Fisheries Service, and U.S. Fish and Wildlife Service, and the rules and practices developed through the Oregon Plan for Salmon and Watersheds. Conduct operations to avoid any hazards to the safety and propagation of fish and shellfish in waters of the State.

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 or vegetation with 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, will be identified at the site.

4.14 Right to Terminate Contract

The Contracting Agent, after providing Contractor opportunity for remedy, may without prejudice to any other right or remedy and after giving Contractor and Contractor's surety ten (10) days written notice, terminate the Contract under the conditions including but not limited to those listed below.

1. If Contractor should voluntarily or involuntarily seek protection under the United States Bankruptcy code and its Debtor in Possession or Trustee for the Estate fail to assume the contract within a reasonable time.
2. If Contractor should make a general assignment for the benefit of Contractor's creditors.
3. If a receiver should be appointed on account of Contractor's insolvency.
4. If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the contract documents, or otherwise fail to pursue the Work in a timely manner.
5. If Contractor should repeatedly fail to make prompt payment to subcontractors or for material or labor, or should disregard the instructions of the Contracting Agent, Engineer or their representatives.
6. If Contractor is otherwise in material breach of any part of the contract.

At any time that the above occurs, the Contracting Agent may take possession of the Project site and premises and of all materials and finish the work by whatever method the Contracting Agent deems expedient.

In such case, the Contractor shall not be entitled to receive further payment until the work is completed. If the unpaid balance of the contract price will exceed the cost of finishing the work, such excess will be paid to the Contractor. If the Contracting Agent's cost of finishing the work exceeds the unpaid balance of the contract price, Contractor shall promptly pay the difference to the Contracting Agent.

4.15 Right to Terminate for Convenience

Contracting Agent may terminate the Contract in whole or in part if the Contracting Agent determines that termination of the contract is in their best interest.

Contracting Agent will provide the Contractor and the Contractor's surety ten (10) days prior, written notice of a termination for public convenience. After such notice, the Contractor and the Contractor's surety shall provide the Contracting Agent with immediate and peaceful possession of 1) the Project site and premises; and 2) materials located on and off the Project site and premises for which the Contractor received progress payment, if any. Compensation for work terminated by the Contracting Agent under this provision will be made according to the terms of these General Requirements. In no circumstances shall Contractor be entitled to lost profits due to termination.

Action upon Termination: Upon receiving a notice of termination and except as directed otherwise by the Contracting Agent, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent that they relate to the work terminated, and with the prior approval of the Contracting Agent, settle all outstanding liabilities and termination settlement proposals arising from the termination of said constructs and orders.

As directed by the Contracting Agent, Contractor shall, upon termination, transfer and deliver to the Contracting Agent all project documents, information and other property that, if the contract had been completed, would be required to be furnished to the Contracting Agent. Upon termination, Contractor shall take any action necessary or that the Contracting Agent may direct for the protection and preservation of the work and any other property related to the contract that is in the possession of Contractor and in which the Contracting Agent has any interest.

4.16 Suspension of Work for Other than Contracting Agent's Convenience

The Contracting Agent may issue orders to suspend the work wholly or in part for such period of time as deemed necessary because of:

(1) weather or ground conditions when further prosecution of the work might cause environmental or resource damage to the project, access roads to the project, or adjacent property. Such action would include but not be limited to instances such as siltation of streams, damage to access roads, rutting of project roads which causes otherwise suitable soils to be muddy or unsuitable; or

(2) failure of the Contractor to comply with specifications such as but not limited to performing work prior to prerequisite approvals, operating equipment not meeting fire requirements, or when conditions exist which do not meet safety requirements; or

(3) project is delayed due Contracting Agent's inability to obtain permits; or

(4) Owner requires closure of the property due to circumstances beyond its reasonable control (Force Majeure acts), including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics and pandemics; riots; power failures; computer failure and any such circumstances.

4.17 Watersheds Association not Personally Liable

There shall be no personal liability upon the Contracting Agent, 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 Agent.

4.18 Claims

Contractor shall proceed diligently with the Work pending final determination of any dispute or claim. Contractor and Contracting Agent agree that any dispute resolution will be governed by the laws of the State of Oregon. With respect to any dispute relating to this Contract, or in the event that a suit, action, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Contract, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge at trial, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

4.19 Integration

If any provision in these Contract Documents is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired. This Contract (including the documents and instruments referred to in this Contract) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

5 TECHNICAL SPECIFICATIONS

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

| | |
|----------------------|---|
| Section 01300 | Submittals |
| Section 01320 | Construction Progress Documentation |
| Section 01400 | Construction Staking |
| Section 01450 | Inspections |
| Section 01505 | Mobilization and Demobilization |
| Section 01510 | Contractor's Utilities |
| Section 01550 | Temporary Construction Access Routes |
| Section 01560 | Environmental Controls |
| Section 01600 | Protection of Materials |
| Section 01720 | Record Drawings |
| Section 02140 | Work Area Isolation and Fish Salvage |
| Section 02160 | Site Preparation |
| Section 02180 | Structure Removal, Salvage, and Disposal |
| Section 02200 | Earthwork |
| Section 02900 | Vegetative Treatments |
| Section 05000 | Large Wood Structure |
| Section 05001 | Project Fills |

6 DRAWINGS

The following drawings were developed for the Project design and are part of the Contract Documents:

- **Coaledo Drainage District Fish Passage Project drawing set dated 02/17/2023 developed by River Design Group, Inc (32 drawings)**

7 PROPOSAL REVIEW RUBRIC

8 CONTRACT EXAMPLE