## Request for Quotes

For

# South Fork Klaskanine River Hatchery Pond Outlet Structure Replacement

Clatsop County, Oregon

Request for Quotes due: June 7, 2016 at 2:00 PM

#### **Project:**

Clatsop County Fisheries is seeking Request for Quotes for the removal and installation of a new concrete outlet structure at our South Fork Hatchery site. Clatsop County Fisheries project has an earthen pond that is 250 long by 90 feet wide with a water depth of 6 feet. The pond outlet structure is located on the earthen dam end of the pond, and the 30 inch outlet pipe from the structure passes through the earth dam. This outlet structure is used to maintain the water level in our fish rearing pond. This project will remove the current outlet structure and install a new concrete outlet structure and outlet pipe.

#### Pre-bid Walk-thru:

An optional on-site walk thru will occur at 1:00 pm on Monday May 23, 2016 at the South Fork of the Klaskanine Hatchery, 88748 Green Mountain Road, Astoria OR. 97103. Directions for site access are available from Clatsop County Fisheries office at 2001 Marine Dr. Rm 253 and/or by fax or e-mail. Contact that office at 503-325-6452 to request directions. County representatives will be on site to explain project details and specifications. Due to the remote location of the project and gated access please contact Clatsop County Fisheries if you plan on attending the on-site visit.

#### **Time of Project Completion:**

Construction/removal of the structure may start on July 15, 2016; staging of equipment may begin before this date. This start date may be a few days earlier depending of the release of fish and draining of the rearing pond area.

Project <u>must</u> be completed by September 15, 2016 due to hatchery water needs.

#### Work to be done:

The work to be done under this contract consists of the following:

- 1. Removal of the old pond outlet structure and approximately 55 feet of buried 30 inch steel pipe. Disposal of the old structure and piping.
- 2. Construction of a new concrete outlet structure, excavation, installation of a 30 inch HDPE outlet pipe, concrete stairway and handrail, and concrete slab at the entrance to the structure. See attached drawings for specific dimensions and layout (Attachment 1). This new outlet structure will be constructed in the foot print of the existing outlet structure. The floor height of the new structure will be set at the current height of the old structure. Contractor will restore effected work area on earthen dam back to original conditions.
- 3. Fabrication, installation, connection, fill and compaction of approximately 55 feet of 30" diameter HDPE pipe from the outlet structure to the point where it joins the existing HDPE piping. Currently the steel pipe is flanged to the existing HDPE piping which leads to the adult salmon holding pond.

Construction work shall not proceed until July 15, 2016 and all work must be completed on or before September 15, 2016. Staging of materials and equipment may begin before construction start date. The project start time and completion time is critical due to our hatcheries water needs. We have returning fall Chinook salmon which we collect at this site towards the end of September, and we have 200,000 Coho that go into the rearing pond on October 1<sup>st</sup>. It is critical that the water flow can be turned back on by mid-September for the returning fish.

The attached project drawings consist of 4 sheets. The additional items called out on page 3 and 4 for the deck framing, grating, ladder, removable hand rail, and frame screen is for informational purpose only. Clatsop County Fisheries will be constructing and installing this equipment.

#### **General Provisions of the Agreement**

The services will be provided on a contractual basis with the following provisions

- 1. Agreement will include a not to exceed amount
- 2. The agreement cannot be assigned without County's written consent
- 3. The contractor will be required to comply with Oregon tax laws
- 4. Using County's Standard Construction Contract Form (Attachment 2)

#### **Qualifications**

Each respondent must possess the necessary equipment and staff to complete the scope of work described in this Request for Quotes in a safe and timely manner.

#### **Quote Submission Requirements**

As a minimum, the written quote should include the following information:

- 1. Firm name and location, including all relevant contact information
- 2. A statement indicating when contractor could begin work and estimated time of completion.
- 3. Include your cost estimate for the following items to complete the project:
- Mobilization and site work
- Materials, supplies, and labor
- Concrete structure work
- Concrete Stairway and handrail fabrication/installation
- HDPE pipping fabrication, installation, compaction
- Disposal of old pond structure

#### **Selection Process**

If a contract is awarded, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [2003 c.794 ~54]

The County reserves the right to investigate references.

#### **Submission Requirements**

Each contractor wishing to respond to this request for quote should mail or drop off completed quote to the Clatsop County Fisheries Department, <u>no later than June 7, 2016 at 2:00 PM</u>, at the following address:

Clatsop County Fisheries Attn: Steve Meshke 2001 Marine Drive, Room 253 Astoria, OR 97103

Or email to Steve Meshke at spmeshke@co.clatsop.or.us

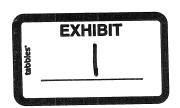
#### **General Information**

Please contact Steve Meshke, Natural Resource Manager for further information.

Phone: 503-325-6452

Cell: 503-714-0767

Steve Meshke, Project Manager Clatsop County Fisheries 2001 Marine Dr. Rm 253 Astoria, Oregon 97103

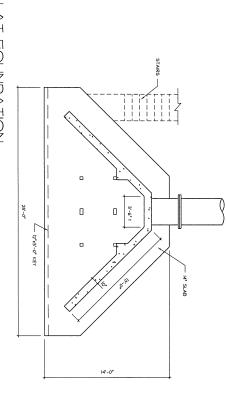


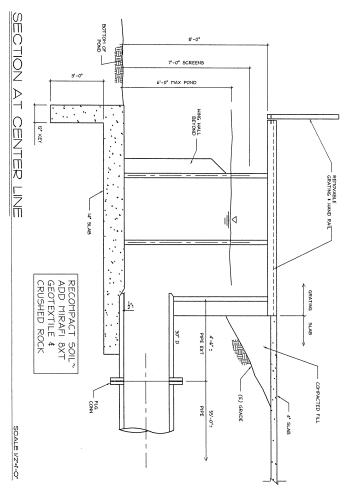
PLAN AT INLET CULVERT

CONCRETE STAIRS 3'-0" GATES REMOVABLE GRATING # **|** CONC. PATH FENCE OPEN GRATING WALKWAY FOOTING ¢ - MING MALLS BELOW REMOVABLE HANDRAIL LADDER SCALE 1/4"-1'-O"

PLAN AT FOUNDATION

SCALE 1/4"-1'-0"





2. THE CONTRACTOR IS RESPONSIBLE FOR WORKSITE SAFETY. MINIMUM STANDARDS ARE PER OSHA.

I. ALL CONSTRUCTION PER THE 2014 INTERNATIONAL BUILDING CODE (OREGON STRUCTURAL SPECIALTY CODE), DETAILS NOT SHOWN ARE TO CONFORM TO THE PROVISIONS OF THE CODE.

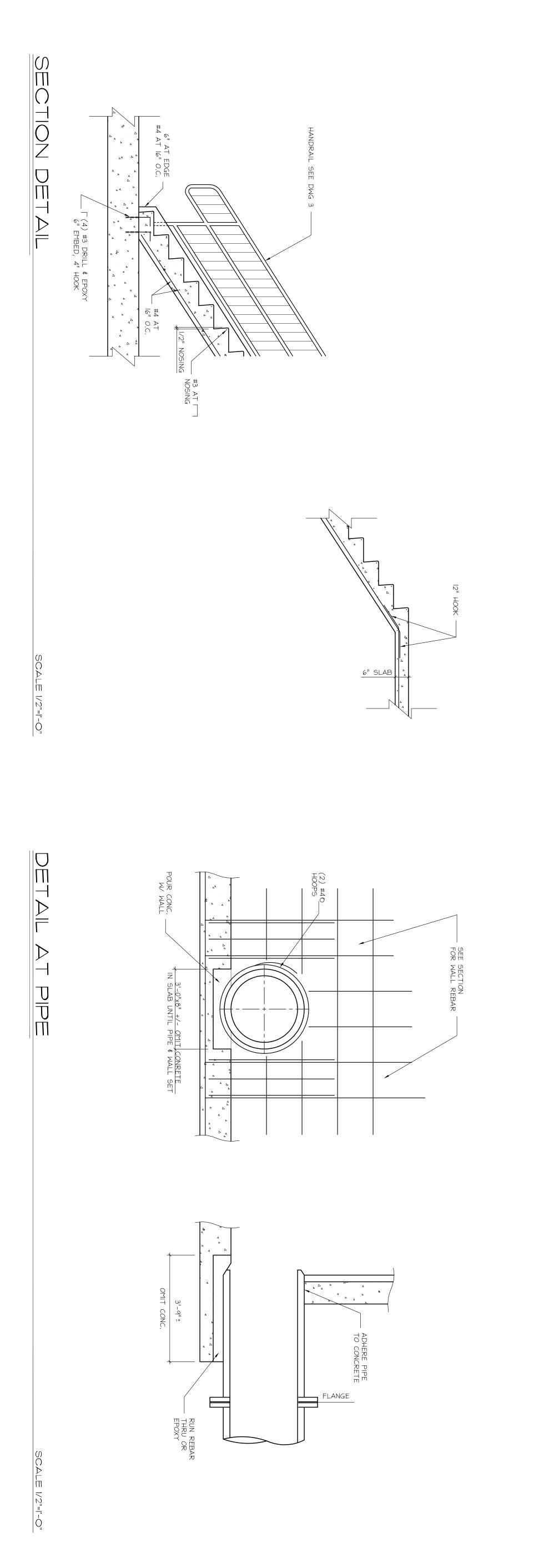
GENERAL NOTES

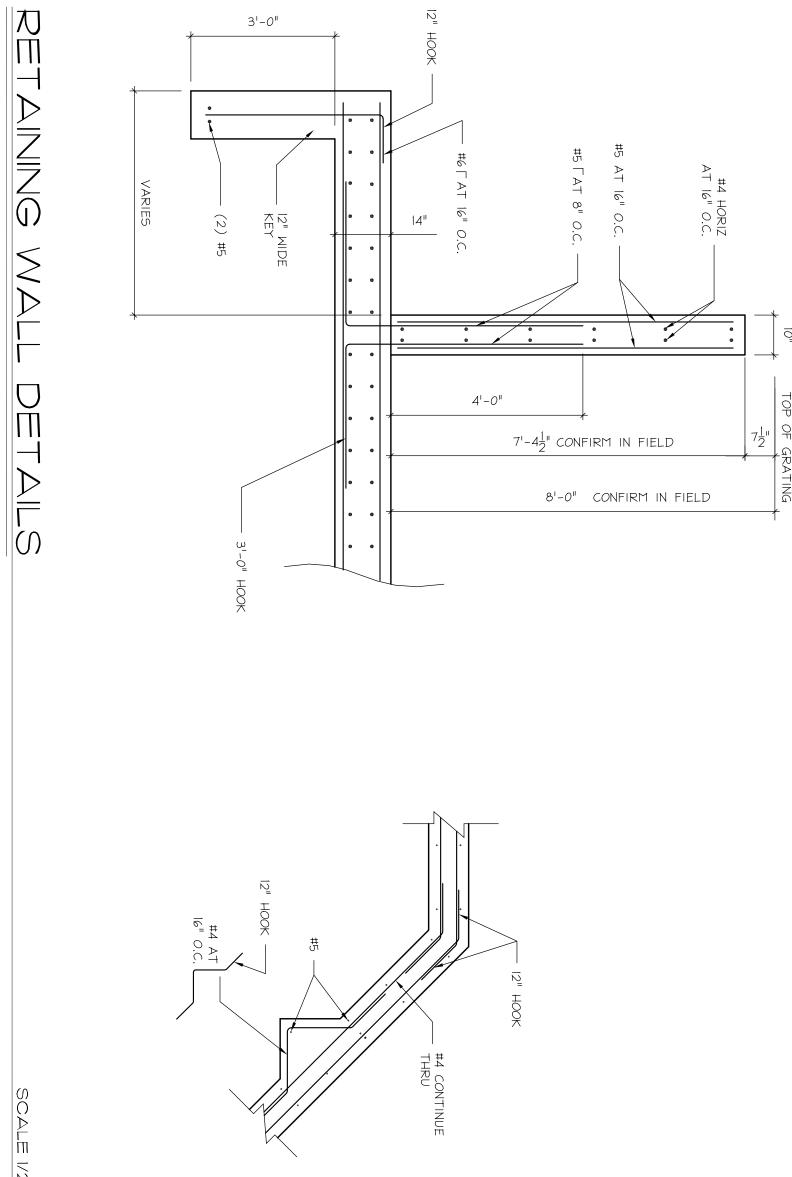
STAINLESS STEEL: TYPE 304 STRUCTURAL STEEL: ASTM A992 AND A36 REBAR: FY = 60 KSI FOR #4 AND LARGER (GRADE 60). GRADE 40 FOR #3.

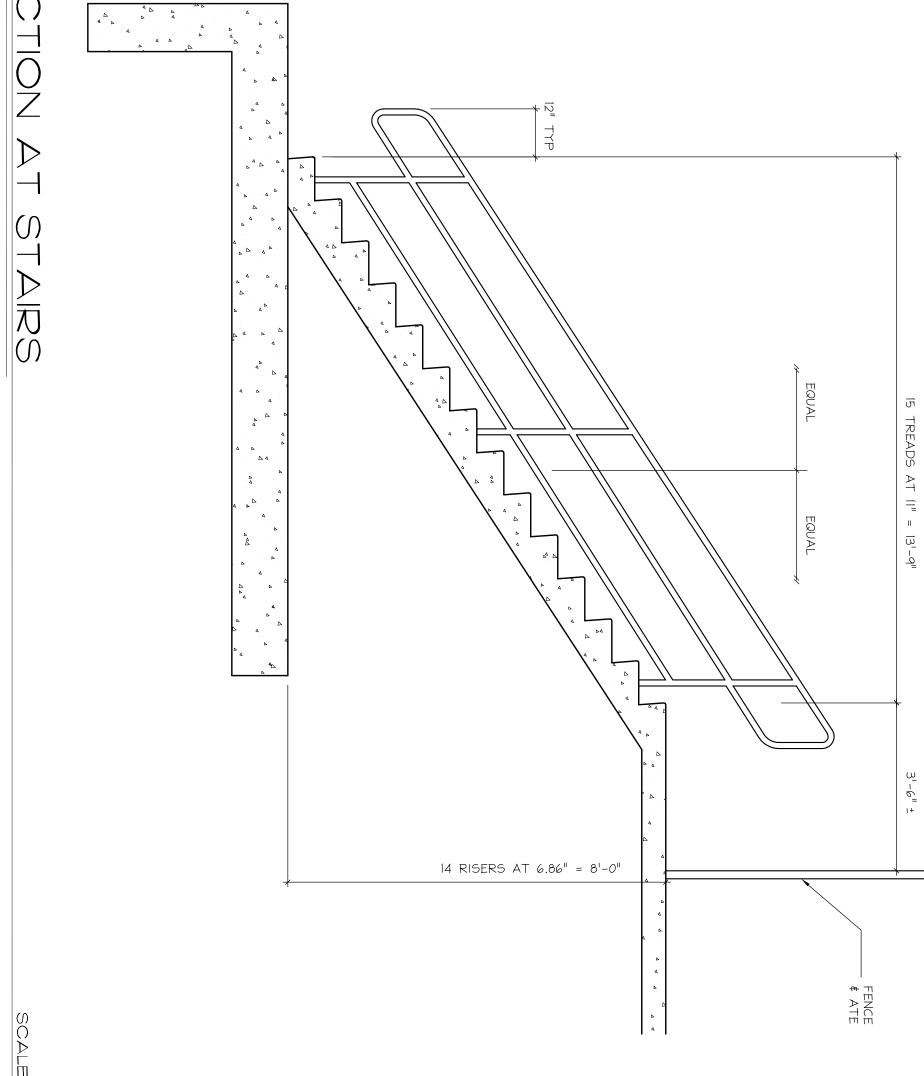
CONCRETE: FC = 3500 PSI MIN. 28 DAY STRENGTH.



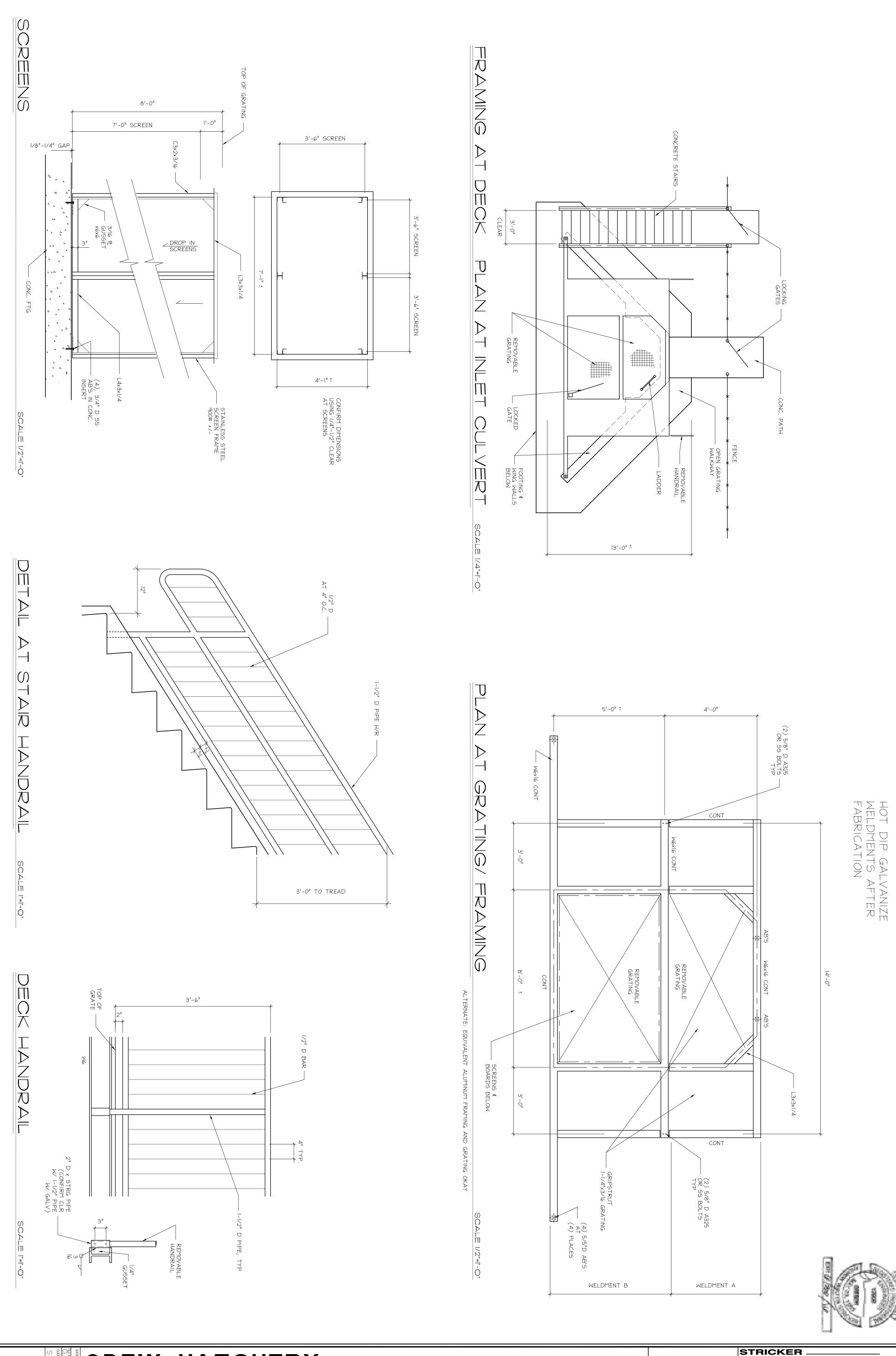
CONFIRM ALL DIMENSIONS IN FIELD

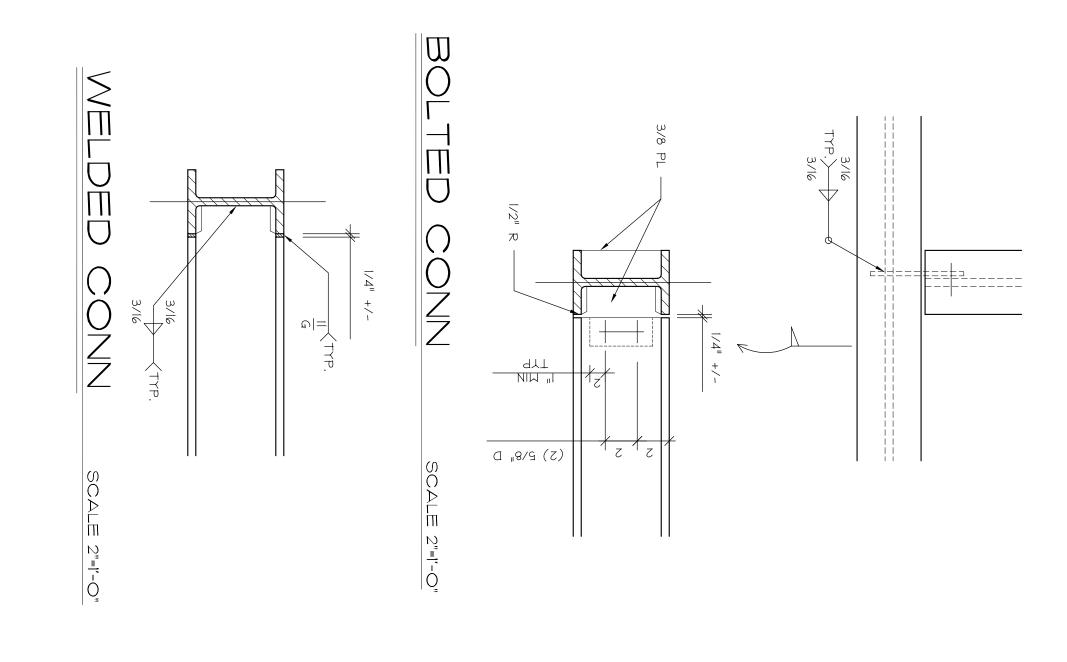


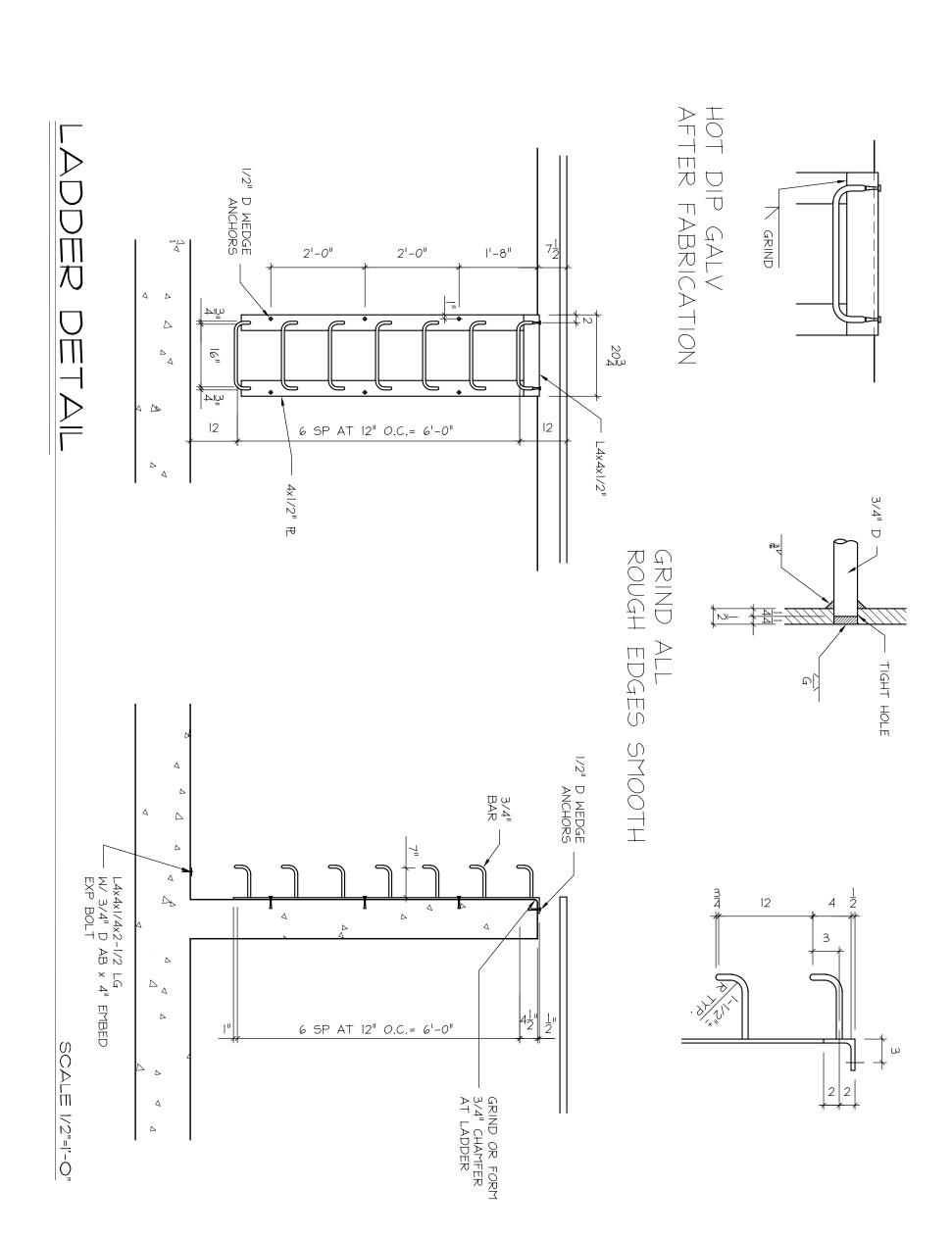


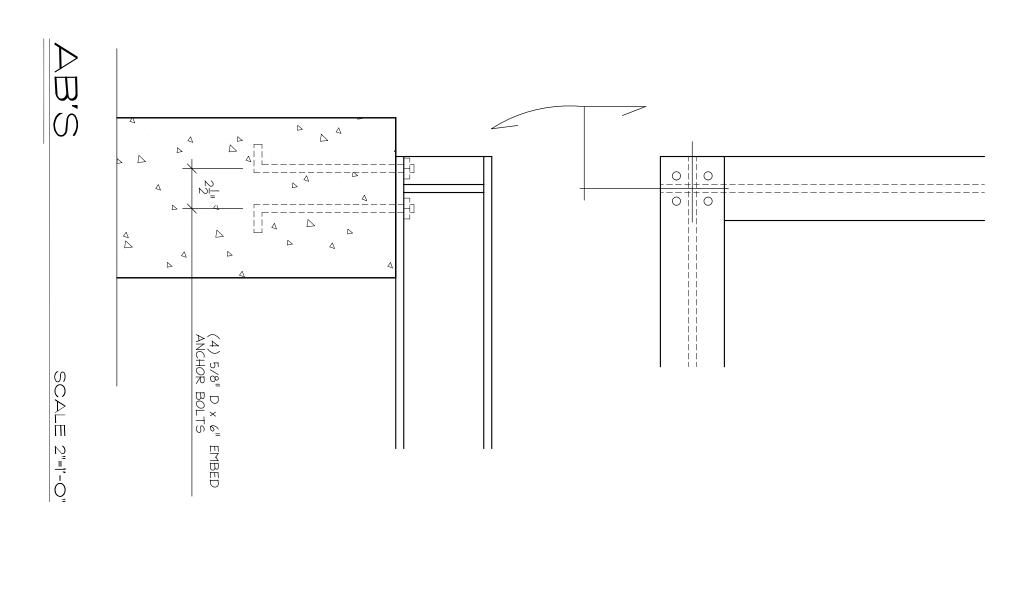


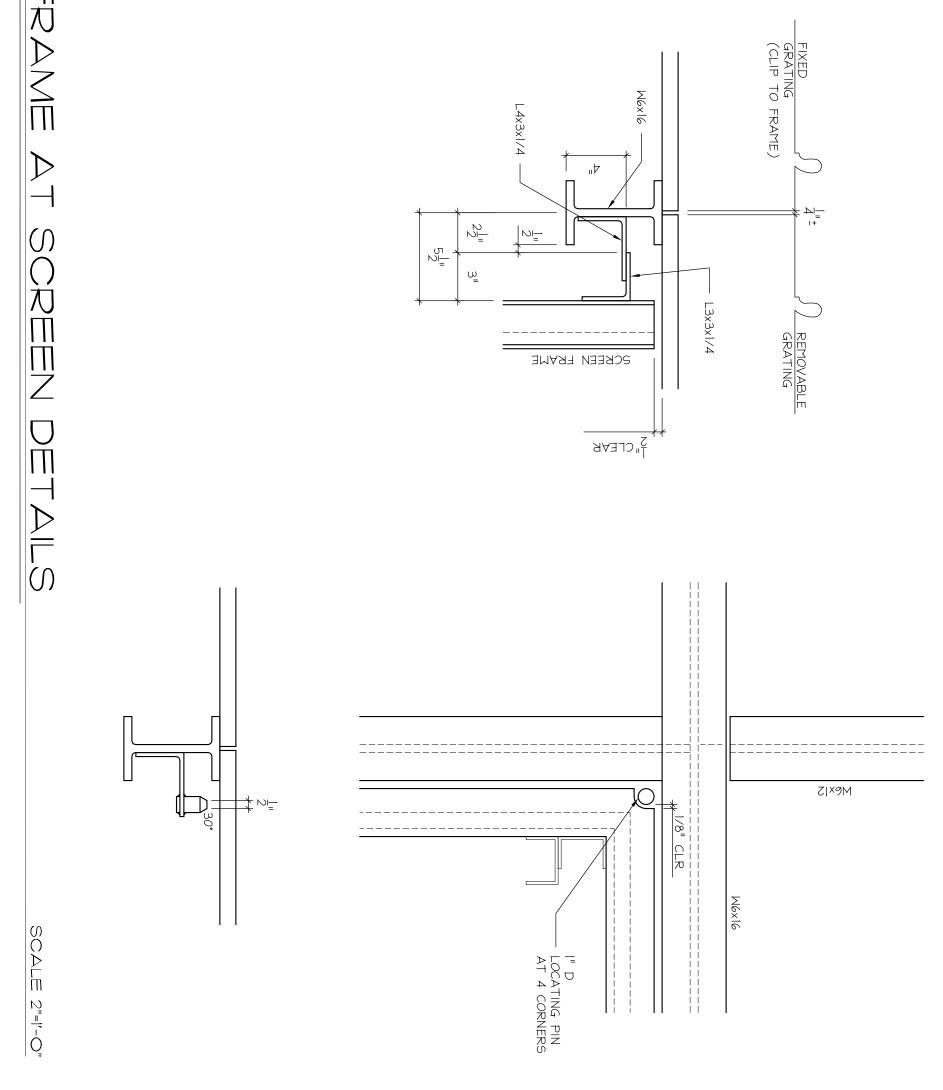














### CLATSOP COUNTY, OREGON

1100 Olney Avenue Astoria, Oregon 97103 An Equal Opportunity Employer



## **Clatsop County Construction Contract**

(Cor The	This Contract is by and between <b>Clatsop County</b> ( <b>County</b> ) and <b>ntractor</b> ). Whereas <b>County</b> has need of the services which <b>Contractor</b> has refore, in consideration of the sum not to exceed \$\(\) to be paid to	agreed to provide; <b>Now Contractor</b> by
Cou	nty, Contractor agrees to perform between date of execution and wing specific construction services:	, inclusive, the
A.	The Work: Pond Outlet Structure Replacement	
B.	Payment Terms: Payment will be made 30 days from receipt of invoice a County.	nd approval of work by

- C. Miscellaneous:
- 1. **Written Notice**. Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
- 2. **Governing Law/Venue**. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.
- 3. **Compliance**. **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:
  - a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
  - b. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount dues plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment.

- c. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- d Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.
- e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.
- j. If this contract is for a public improvement, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, subject to ORS 279C.515.
- k. If this contract is for a public improvement exceeding \$50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.
- 1. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
- m. If this contract is for a public improvement exceeding \$50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a \$30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the project, unless exempt.

- n. If this is for a public improvement exceeding \$50,000, a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
- p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.
- 4. **Judicial Rulings**. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
- 5. **Independent Contractor**. **Contractor**, in carrying out the services to be provided under this Agreement, is acting as an "independent Contractor" and is not an employee of **County**, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an Independent Contractor", **Contractor** will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, **Contractor** is free to contract with other parties, on other matters, for the duration of this Agreement.
- 6. **Indemnification**. **Contractor** shall save harmless, indemnify, and defend **County** for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from **Contractor's** performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of **Contractor** or its employees or agents.
- 7. **Worker's Compensation**. **Contractor** shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the **Contractor** hires employees, he or she shall provide **County** with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.
- 8. **Nondiscrimination**. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.
- 9. **Termination of Agreement**. This Agreement may be terminated under the following conditions:
  - a. By written mutual agreement of both parties. Termination under this provision may be immediate.
  - b. Upon fifteen (15) calendar days written notice by either Party to the other of intent

to terminate.

- c. Immediately on breach of the contract.
- 10. **Subcontracting/Nonassignment**. No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.
- 11. **Survival**. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
- 12. **Standard of Services and Warranty. Contractor** agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the **Contractor** must perform the services based in part on information furnished by **County** and that **Contractor** shall be entitled to rely on such information. However, the **Contractor** is given notice that **County** will be relying on the accuracy, competence and completeness of **Contractor's** services in utilizing the results of such services. The **Contractor** warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
- 13. **Ownership and Use of Documents**. All documents, or other material submitted to the **County** by **Contractor** shall become the sole and exclusive property of **County**. All material prepared by **Contractor** under this Agreement may be subject to Oregon's Public Records Law.
- 14. Tax Compliance Certification. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.
- 15. **Insurance**. **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an <u>Additional Insured</u>. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

(Approved by County Counsel)					
	(Comments)				
(Contractor's Initials)					

All terms on the previous pages of this document are hereby made a part of this Agreement.

This Agreement will not be effective until approved by the County Commission.

FOR COUNTY:		FOR CONTRACTOR:		
Signature	Date	Signature	Date	
Title		Title		
Contractor Address:				