



REQUEST FOR QUOTATION (RFQ)

PROJECT: NOAA MOC-P Wharf Maintenance Dredging 2018
LOCATION: 2002 Marine Science Dr. Newport, OR

**MANDATORY
SITE VISIT:** Documented site meeting by September 7, 2018

BID DUE: October 1, 2018

Proposals on this project will be accepted by Hand Delivery, Mail, Fax, PDF via email.

SUBMIT TO: Port of Newport C/O General Manager Phone: (541) 265-7758
600 SE Bay Boulevard Fax: (541) 265-4235
Newport, OR 97365 Email: jim@portofnewport.com

QUESTIONS TO: Jim Durkee 541-270-0545

LINK TO DREDGE PRISM IMAGE: https://www.dropbox.com/s/d9ye0d37bz4rrpp/180813-NOAA-MOC_Pacific%20Condition%20Survey.pdf?dl=0

TERMS AND CONDITIONS:

- Schedule for Work:** Start: Permit issuance In-water: 11/01/2018 In water Completion: 2/15/2019
Time is of the essence. All attempts at improving the schedule will be made by the contractor
- General Description:** The Port of Newport is requesting competitive quotations for hydraulic dredging at the NOAA Marine Operations Center – Pacific Facility. The scope of work includes maintenance dredging maximum of 22,900 cubic yards to the design depths specified in attached Joint Permit Application (JPA). The dredging will encompass the north side of the facility wharf from 50' west of the wharf including berths #1 through berth #4. The approximate area is 50' wide x 800' long. Total estimated yardage to be removed is 22,900yds of loose sandy/silt material. The contractor shall provide a per cubic yard quote for dredging to design depths and costs associated with delivering and offloading dredge spoils to the upland disposal area. This RFQ includes the preparation and maintenance of the upland dredge disposal site.
- Scope of Work:** Provide all labor, material, tools, lift equipment, supervision (min one company employed, full time foreman), submittals, manuals and incidentals necessary to complete all work implied by the attached scope of work you are quoting. Any deviations taken by bidder to the terms, conditions, plans, specifications, codes, etc of this RFQ shall be clearly stated and included as an attachment to the Bid Form.
- Bid Breakdown:** Please use attached Bid Form. Your proposal cannot be considered unless the Bid Form has been completed in its entirety. Lump sum bids shall be inclusive of all taxes, freight, insurance, overhead, permits, fees, and profit.
- Proposal Selection:** The Port Manager or appointed contact will evaluate each submitted proposal and report to the Port Commission with a recommendation if required. If required, the Port Commission shall make the final selection and reserves the right to reject any proposal not in compliance with all prescribed public bidding

procedures and requirements, and may reject for good cause any or all proposals upon finding that it is in the public interest to do so. The Port will analyze information provided by all Proposers. The successful Proposer will be selected on the basis of the following:

- a. Approach and evaluation of the past experience of the individuals who would be performing the work for the Port.
 - b. The results of reference checks including the ability to meet permit requirements.
 - c. Responsiveness to proposal specifications and required information.
 - d. Fee for services performed.
6. **Drawings and Specifications:** If applicable, bidder is provided with documents, which are thought to be necessary in preparing a proposal. Bidder is responsible for requesting any other documents/drawings from references in the scope of work that would be necessary to prepare a complete proposal.
7. **Temporary facilities:** If applicable, field office, telephone, office equipment, and storage are to be provided by the contractor. Contractor is responsible for receiving and storing materials and for clean-up and removal of any waste generated by this scope of work on a daily basis. Restrictions for parking will apply.
8. **Safety:** Successful bidder will comply with all OR-OSHA & OSHA safety requirements at all times while on Port property. Contractor will be responsible for all employee safety training, safety meetings, record keeping and safety compliance.
9. **Insurance:** Upon acceptance, contractor will provide proof of proper business licensing and registration in Lincoln County, Oregon, and will maintain all required licensing and permits required by Local, State or Federal jurisdictions to perform the services of this agreement. Contractor will provide proof of business liability insurance with a minimum of \$2,000,000 liability coverage and maintain required liability insurance at all times for services and their responsible employees while on Port owned property. Contractor will be fully responsible to maintain all employee workmen's compensation insurance as mandated by Local, State and Federal requirements. Contractor shall name the Port of Newport as an Additional Insured and provide a Certificate of Insurance confirming Liability and Workers Compensation with a 30 day Notice of Cancellation, prior to starting any work. Contractor shall pay any and all payroll and withholding taxes and any other sums that is required by Local, State or Federal agencies.
10. **Prevailing Wages:** The Contractor may be required to pay prevailing wage rates, depending upon the final total price of the project, in conformance to ORS 279C.800 thru 279C.870. A current copy of Prevailing Wage Rates for Public Works contracts in Oregon is available from the State of Oregon, Bureau of Labor and Industries.
11. **Boli Fee:** The Port, if required, will pay a fee to the Bureau of Labor and Industries pursuant to the provisions of ORS 279C.825. The fee is one-tenth of one percent of the price of this contract, but not less than \$100.00 nor more than \$5,000.00, regardless of the contract price.
12. **Nondiscrimination & Affirmative Action:** The Port of Newport is an equal opportunity employer and provider and requires all Proposers to comply with policies and regulations concerning equal opportunity. The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of an employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap.
13. **Environmental And Natural Resources Laws To Be Observed:** In compliance with ORS 279C.525, the following is a list of federal, state and local agencies, of which the Port has knowledge, that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL AGENCIES:

Department of Agriculture, Forest Service, Soil Conservation Service, Department of Defense, Army Corps of Engineers, Department of Energy, Federal Energy Regulatory Commission, Environmental Protection Agency, Health and Human Services, Department of Housing & Urban Development, Department of Interior, Bureau of Land Management

STATE AGENCIES:

Department of Agriculture, Soil and Water Conservation Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Division of State Lands, Water Resources Department

LOCAL AGENCIES:

Bureau of Reclamation, Geological Survey, U.S. Fish and Wildlife Service, Department of Labor Occupation Safety and Health Administration, Water Resources Council, City Councils, Board of County Commissioners.

14. **Public Safety During Construction:** Public & Marine safety and traffic control shall be provided for by Contractor in accordance with the latest agency rules.
15. **Street/Sidewalks Closure requirements:** Street and sidewalk closures shall be kept to a minimum during construction. Access to local businesses shall be maintained at all times to pedestrian traffic. Any disruptions to pedestrian traffic to local businesses shall be coordinated between the Contractor and business owner to their mutual satisfaction. Contractor shall notify City Engineer and Emergency Services before closing any streets.
16. **Compliance:** Selected contractor is required to use “Best Management Practices” including all conditions and requirements set forth in the US Army Corps of Engineers (USACE) joint permit application and the Department of State Lands (DSL) authorization. All work must comply and be executed in all “requirements” in accordance with USACE, DSL, ODFW and DEQ conditions as directed in agency permit documents. Contractors must be familiar with and have copy of permit documents on site at all times during and while engaged in permit specified work tasks. Contractor will be liable for all fines or penalties related to non-compliant work or schedule.

**SCOPE OF WORK
WHARF MAINTENANCE DREDGING
NOAA MOC-P FACILITY – NEWPORT, OR**

PART 1 - SCOPE

To provide all labor, supervision, equipment, materials, expendables, submittals, applicable taxes, freight to jobsite, and incidentals necessary to complete all work implied as follows:

1.1 SUMMARY

- a. Hydraulic methods shall be used for dredging of soil to accomplish depths as shown on the plans included in the Joint Permit Application (JPA) or as directed by the Engineer in conformity with the required lines, grades, and sections. It is anticipated that the dredged material will be transported via submerged pipeline to the dredge disposal site indicated on the plans.
- b. This Section includes the following:
 - i. Hydraulically dredge the areas shown on the project drawings.
 - ii. Disposal of dredged material.
 - iii. Construction and maintenance of dredge material disposal site.

1.2 DEFINITIONS

- a. Hard material is defined as material requiring the use of special equipment for economical removal, and includes boulders or fragments too large to be removed in one piece by the dredge.

1.3 SUBMITTALS

- a. The Contractor shall provide a plan layout of the dredge and the dredge cut/fill description plan with illustrated sketches at least thirty (30) days before start of actual dredging operations. The plan shall include the proposed method of transporting the dredged material to the disposal site and, if appropriate, the proposed routing of the discharge pipe.
- b. Erosion Control Plan: Detailed Erosion Control Plan to correspond with construction per the current 1200C permit shall be submitted at least thirty (30) days before start of actual dredging operations.
- c. Dredge Disposal Plan: Detailed dredge disposal plan to correspond with construction per the current 120C permit including water quality control measures for the dredge disposal area discharge water.
- d. Water Quality Monitoring Plan: A water quality monitoring plan shall be submitted at least thirty (30) days before start of actual dredging operations. The plan shall include the methods and procedures for monitoring the water quality that conform with the Section 401 Water Quality Certifications for the discharge water from the disposal site.

1.4 TIMING

- a. Contractor must perform work within the ODFW in-water work window of November 1 to February 15 and more specifically within the following time line:

Permit issuance –	Mobilization, disposal site preparation
November 5, 2018 –	In-water work and dredging operations
February 15, 2019 –	Completion all in-water operations
February 24, 2019 –	Demobilization

Work hours between 7:00am – 7:00pm. Nighttime work with lights allowed by pre-approved permission only.

1.5 CHARACTER OF MATERIALS

- a. The area of maintenance dredging within this scope was originally dredged during the construction of the NOAA facility in November 2010 and subsequent maintenance dredge in 2014 and 2016. The maintenance dredging prism is assumed to be composed of loose sand and silt, medium to fine grained infill.
- b. A Sampling and Analysis Plan Report prepared by Advanced Remediation Technologies, Inc completed June 15, 2016 to support the characterization of the dredge materials is included in the Joint Permit Application.

1.6 MATERIAL TO BE MOVED

- a. 22,900 cubic yards of loose sand and silt materials has been estimated for removal to the specified depths with a one (1) foot over-dredge and 3:1 side slope calculation within the attached dredge prism and is to be considered a “Not to Exceed” amount.
- b. Hard Material: The removal of hard material is not included. Should the project Engineer or owners representative direct in writing that hard material be removed, the work shall be performed and an adjustment in the contract price or time for completion, or both, will be made by adjusting the Contract Sum according to unit prices included in the Contract Documents. If hard material is to be removed, blasting will not be permitted.

1.7 ARTIFICIAL OBSTRUCTIONS

- a. The Owner has NO knowledge of debris such as, but not limited to, metal bands, pallets, pieces of broken cable, rope, fire hose, and broken piles. The Owner has NO knowledge of existing wrecks, wreckage, or other material of such size or character as to require the use of or special or additional plant for its economical removal. Any debris encountered in the proposed dredged area shall be removed from the water. Disposal shall be the responsibility of the Contractor and disposal shall be offsite in accordance with all applicable regulations. In case the actual conditions differ from those stated or shown, or both, an adjustment in contract price or time of completion, or both, will be made in accordance with differing site conditions.

1.8 NOTIFICATIONS

U.S. Coast Guard (USCG)

- a. The Contractor shall coordinate all in water activities with the USCG.
- b. The Contractor shall notify the USCG at least seven (7) days prior to beginning all dredging activities. The information shall include:
 - i. Name of the permittee.
 - ii. U.S. Army Corps of Engineers permit number.
 - iii. Name and identification of vessels(s) employed in the dredging operation.
 - iv. The location of the submerged discharge pipeline
 - v. Additional information required by the U.S. Army Corps of Engineers permit.

1.9 PERMITS

- a. The Contractor shall comply with conditions and requirements of the Corps of Engineers Permit and other State or Federal permits. The Owners Representative will secure the permit for dredging and disposal of material. Contractor will post and display permits as required.

1.10 CHARGES

- a. The Contractor will pay charges imposed for disposal of material outside the project area.

1.11 ENVIRONMENTAL PROTECTION REQUIREMENTS

- a. The Contractor shall provide and maintain, during the life of the contract, environmental protective measures. Also, provide environmental protective measures required to correct conditions, such as oil spills or debris that occur during the dredging operations. Comply with Federal, State, and local regulations pertaining to water, air, and noise pollution.
- b. Contractor is responsible for meeting all water quality standards on the discharge of any water from the dredge disposal site to receiving waters.
- c. Contractor shall protect existing eelgrass and eelgrass mitigation area as shown in JPA-Figure 4. Ensure dredging only occurs within the areas shown on the project drawings.

PART 2 - PRODUCTS

- a. None this section

PART 3 - EXECUTION

3.1 INSPECTION

- a. Inspection of the work will be performed by the Owners representative. The Contractor will ensure that the gauges, targets, ranges, and other markers are in place and usable for the intended purpose, but the presence of the inspector shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with the drawings and specifications.
- b. Contractor shall furnish, at the request of the inspector, boats, boatmen, laborers, and materials necessary for inspecting, supervising, and surveying the work. When required, provide transportation for the Engineer and inspectors to and from the disposal area and between the dredging plant and adjacent points on shore.

3.2 CONDUCT OF DREDGING WORK

- a. Daily project meeting: Contractor to conduct daily site meetings to review upcoming work operations and coordinate work with Port of Newport and NOAA operations.
- b. Order of Work: The Owner's Representative will direct the Contractor on the order of work. The Owner's Representative reserves the right to change the order of work at any time.
- c. Project schedule: Contractor to provide proposed project schedule 30 days prior to start of work. The schedule will be maintained and updated daily throughout the project.

- d.** It is anticipated that at least two (2) NOAA ships will be docked within the proposed dredge area. Dredging activities will be designed and scheduled to allow NOAA research vessels the ability to dock and move if required in order to accommodate dredging operations.
- e.** Pre-dredging bathymetric survey: The Owner has provided a detailed pre- dredging bathymetric survey to verify the existing bay bottom elevations (Solmar Hydro 08/13/2018).
- f.** Interference with Navigation: Minimize interference with the use of channels and passages. The Owner's Representative will direct the shifting or moving of dredges or the interruption of dredging operations to accommodate the movement of vessels and floating equipment, if necessary.
- g.** Lights: Each night during dredge, between sunset and sunrise and during periods of restricted visibility, provide lights for floating plants, pipelines, ranges, and markers. Also, provide lights for buoys that could endanger or obstruct navigation.
- h.** Ranges, Gauges, and Lines: Furnish, set, and maintain ranges, buoys, and markers needed to define the work and to facilitate inspection. Establish and maintain gauges in locations observable from each part of the work so that the depth may be determined. Suspend dredging when the gauges or ranges cannot be seen or followed.
- i.** Plant: Maintain the plant, scows, coamings, barges, pipelines, and associated equipment to meet the requirements of the work. Promptly repair leaks or breaks along pipelines. Remove dredged material placed due to leaks and breaks.
- j.** Dredge within the indicated dredge areas to the lines and grades indicated on the project drawings. Dredging underneath the pier is NOT allowed. A 3:1 slope has been anticipated for material sloughing as shown in JPA Figure 5A. Dredging shall be limited to the depths shown on the project drawings with a 1-foot over-dredge allowance anticipated. Under-dredging is not allowed.
- k.** Dredging is to occur in areas where new piles have been installed; care shall be taken as to not damage the piles. When dredging occurs around new piles, the piles shall be monitored to ensure pile has not been damaged or compromised.
- l.** Dredging shall be conducted beginning at the top of the dredge slope and moving down and so that re-suspension of solids is limited.
- m.** Disposal of Excavated Material: Excavated Material shall be deposited in the upland spoils area identified in the JPA-Figure 6. Contractor is responsible for developing and implementing a dredge disposal plan. Facilities shall be maintained and upgraded as required based on site conditions and to meet water quality standards and applicable permit terms and conditions.
- n.** Dredge discharge pipeline: (See JPA-Figure 6A) A pipeline used to pump the dredged material from the north side of the wharf to the upland dredge disposal site shall be located such that it does not interfere with the existing eel grass mitigation areas, vessel navigation in the bay or with the daily operations at the NOAA MOC-P dock facilities. The discharge pipe shall be located at the disposal site as to not interfere with the Port of Newport's South Beach Marina operations.
- o.** Salvaged Material: Anchors, chains, firearms, and other articles of value, which are brought to the surface during dredging operations, shall remain or becomes the property of the Owner and shall be deposited on shore at a convenient location near the site of the work, as directed.
- p.** Plant Removal: Upon completion of the work, promptly remove plant, including ranges, buoys, piles, pipelines, and other markers or obstructions.

3.3 FINAL EXAMINATION, ACCEPTANCE AND PAYMENT

General

The presence of the OWNER's construction representative shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

- a. To furnish, on the request of the OWNER or any construction representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys, prescribed in paragraph entitled "FINAL EXAMINATION AND ACCEPTANCE" of this Section.
- b. To furnish, on the request of the OWNER or any construction representative, suitable transportation from all points on shore designated by the OWNER to and from the various pieces of plant, and to and from the dredged material placement site. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the OWNER, and any resultant cost incurred by the OWNER will be deducted from any amounts due or to become due the Contractor.
- c. Work on Sundays, Holidays, and Nights
- d. Except as otherwise restricted herein, dredging may be performed from 7:00 am to 7:00 pm – Monday through Sunday. The Contractor at his expense shall provide adequate lighting, in compliance with all City, OSHA Regulations and Coast Guard Regulations for thorough inspection of night operations.
- e. **CONTINUITY OF WORK**
Payment will not be made for work done in any area designated by the OWNER until the full depth required under the contract is secured in the whole of such areas, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the OWNER. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening.
- f. **SHOALING**
Shoaling Prior to Dredging - The drawings and quantity estimates are based on the condition of the dredge area at the time of the most recent survey (measurements collected on 08/13/2018 by Solmar Hydro, Inc.). Any shoaling that has developed, subsequent to the survey indicated on the drawings and contiguous to the areas indicated to be dredged under this contract, shall be removed by the Contractor at the contract unit price for dredging, and including any applicable unit price adjustments if so directed by the OWNER.

Shoaling Subsequent to Dredging - If shoaling occurs before the contract is completed in any section previously accepted, including shoaling in the finished basin, re-dredging at contract price, including any applicable unit price adjustments, within the limit of available funds, may be done if agreeable to both the Contractor and the OWNER.
- g. **FINAL EXAMINATION AND ACCEPTANCE**
As soon as practicable after the completion of the entire work, such work will be thoroughly examined at the cost and expense of the OWNER by post bathymetric survey. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the Contractor will be required to remove same by dredging at the contract price for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived at the discretion of the OWNER. The Contractor shall provide adequate advance notice to the OWNER of the completion of dredging of each acceptance section (maximum 2) to insure prompt performance of the after dredging

acceptance surveys. The Contractor shall provide the notice at least 5 calendar days in advance of anticipated completion of each section of work. If the Contractor fails to provide this advance notice, the OWNER will not be responsible for any delays caused by incomplete surveys. The Contractor will be notified when soundings are to be made, and may accompany the survey party. When the area is found to be in satisfactory condition, it will be accepted. Should more than one sounding operation by the OWNER over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding, the cost of such second and any subsequent sounding operations will be charged against the contractor at the rate of \$4,500.00 per day for each day in which the surveyor is engaged in sounding or is in route to or from the site or held at or near the said site for such operations. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

h. MEASUREMENT AND PAYMENT

Lump Sum Payment items - Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BID FORM and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

Mobilization and Demobilization - All costs connected with the mobilization and demobilization of all of the contractor's dredging plant and equipment as defined above will be paid for at the contract lump sum price for this item. The mobilization and demobilization may not exceed twenty five percent of the total contract price. Sixty percent of the lump sum price will be paid to the contractor upon completion of his mobilization at the work site. The remaining forty percent will be paid to the Contractor upon completion of demobilization. In the event the OWNER considers that the amount in this item, sixty percent which represents mobilization and forty percent which represents demobilization, does not bear a reasonable relation to the cost of the work in this contract, the OWNER may require the contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the OWNER will result in payment of actual mobilization costs, as determined by the OWNER, at the completion of mobilization, and actual demobilization costs, as determined by the OWNER, at the completion of demobilization. The determination of the OWNER is not subject to appeal.

Mobilization - Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations, this shall include transfer of dredge, attendant plant, and equipment to site, all initial installation of pipe, placement site inspection and any other associated work that is necessary in advance of the actual dredging operations.

Demobilization - Demobilization shall include general preparation for transfer of plant to its home base, removal of equipment, cleanup of site of work including the placement area (as applicable), placement site grading and ditching (as applicable), weir maintenance (as applicable), and transfer of plant to its home base.

i. UNIT PRICE PAYMENT ITEMS

The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

Dredging - Payment to be made for costs associated with dredging shall include the cost of removal, transportation and disposal of dredged material in the designated placement area as indicated and

specified exclusive of the Lump Sum Payment Items as defined above. The total amount of material removed and to be paid for under this payment item will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last surveys made before dredging, and the bottom surface shown by the soundings of surveys made as soon as practicable after the work has been completed. The volume for measurement and payment shall include the material within the limits of over-depth and side slopes described in paragraph "Required Dredging Prism, Over-depth, and Side Slopes", less any deductions that may be required for misplaced material described in subparagraph "Misplaced Material", below. The drawings are believed to accurately represent conditions at the time of the surveys indicated. New soundings will NOT be taken immediately before dredging. The Contractor's unit price for dredging, based on the above method of computation of the quantity for payment, shall include his evaluation of shoaling, other natural changes in the waterway, or changes caused by the Contractor's operations that might occur during the period between the surveys before dredging and the surveys for acceptance of the work. Computations for payment purposes will be made by the Certified Hydrographic surveyor using the average end area method and electronic data processing machines. Determination of quantities removed and the deductions made to determine quantities in place to be paid for in the areas specified, after having once been made, will not be reopened except on evidence of collusion, fraud, or obvious error.

Misplaced Material - Any material that is deposited elsewhere than in places designated or approved by the OWNER will not be paid for, and the contractor may be required to remove such misplaced material and deposit it where directed at his expense.

Excessive Dredging - Material taken from outside the specific areas to be dredged or beyond the limits as extended in paragraph "Required Dredging Prism, Over-depth, and Side Slopes" will be considered as excessive over-depth dredging, or excessive side slope dredging, for which payment will not be made. Nothing in this section shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of Paragraph SHOALING and Paragraph FINAL EXAMINATION AND ACCEPTANCE.

Variations in Estimated Dredging Quantities - Where the quantity of a pay item in this Contract is an estimated quantity and where actual quantity of such pay item varies more than fifteen (15%) percent above or below the estimated quantity determined by a Before Dredging survey, an equitable adjustment shall be made upon demand of either party. The equitable adjustment shall be based upon any decrease or increase in costs due solely to the variations above one hundred fifteen (115%) percent or below eighty-five percent (85%) of the estimated quantity. The above variation in quantities will be calculated on the quantity of material removed above the project depth and side slopes only and will not be made on the material in the areas classified as allowable "over depth".

PART 4 – GENERAL

4.1 ADDITIONAL NOTES

- a. The NOAA MOC-P facility is a federally secured property. General admittance to the property is not permitted without permission. Names of trades persons and delivery vehicles to be submitted prior to entry. All persons are subject to security check-in at NOAA main gate.
- b. The NOAA MOC-P federal facility is a working office and warehouse facility. All attempts at reducing impact to administrative personnel during working hours 7:00am – 5:00pm will be made. Submit a preliminary work schedule for all affected areas prior to mobilization.
- c. Mobilization of equipment and materials and de-mobilization of equipment and excess materials will be off site at a location provided by the Port of Newport.
- d. Contractor is responsible for protecting all areas adjacent to their work from any damage due to their scope of work. Any and all damage will be repaired and/or cleaned up by contractor at the contractor's expense.

- e. Contractor is responsible for off-loading, storing and weatherproofing materials on job site, and responsible for the necessary equipment needed to unload materials.
- f. Provide all equipment, scaffolding, cranes and hoisting needed to complete scope of work.
- g. Provide safe working surroundings for own employees and other trades, ensure safe passage of persons around area of service.
- h. All work to be performed in accordance with OR/O.S.H.A. standards and requirements.
- i. If applicable, provide M.S.D.S. for all materials prior to mobilization.
- j. If applicable, conduct weekly jobsite safety meetings and provide Port of Newport with a record of Safety Meeting Minutes.
- k. Work, access, parking, and noise are confined to the limits as defined by project representative.
- l. If applicable, onsite job boxes or trailers are to be authorized by the Port of Newport and maintained by contractor.
- m. Provide complete set of post dredge survey drawings and work reports to Port of Newport, at the end of the project. Daily cleanup and final cleanup is required.

4.2 WORK SPECIFICLY EXCLUDED FROM THIS RFQ:

- a. Hard material removal

4.3 ATTACHMENTS:

- 1. Joint Permit Application – NOAA MOC-P Moorage Dredging 2018
- 2. Bathymetric Survey - Solmar Hydro 08/13/2018
- 3. Dredge quantity work sheet
- 4. Photos of eel grass mitigation site
- 5. Photos of South Beach dredge disposal site

IMPORTANT:

This Document must be filled out and returned to Port of Newport as your quote for this project

PROJECT: _____

BIDDER: _____

Pricing Breakdown if Applicable:

Mobilization/Demobilization \$ _____

Disposal site prep/maintenance \$ _____

Unit cost Dredging x 22,900YD \$ _____

TOTAL BASE PRICE \$ _____

Alternates (if applicable):

Unit cost dredging per cubic yard \$ _____

* Price includes all materials FOB job location.

** Price includes all licensing, bonding, insurances, permits and taxes.

*** Price is held for minimum 90 days.

**** Please list on separate sheet, any additional alternates or value engineering pricing.

Proposal is in compliance with the entire project Drawings, Specifications and/or Work Scope? Yes No

Clarifications: _____

(Attach separate sheet if necessary)

Estimated Schedule:

Preparation of Shop Drawings/submittals _____ work days

Mobilization, disposal site preparation, demobilization _____ work days

Work performance In-Water _____ work days

Average Crew Size at 40 hr work week: _____ workers

All Inclusive Labor Rates for Extra Work (or Attach Labor Rate Schedule):

Superintendent \$ _____/hour.

Foreman \$ _____/hour.

Craftsman \$ _____/hour.

Helper \$ _____/hour.

Markup on cost of Materials _____%

Provide a list of equipment rates (if applicable):

Equipment Item	Rate	Per

List of lower tier suppliers/subcontractors (if applicable):

Name or description of material or work to be performed	Approximate Value

_____ (*Initial*) Receipt of Addendum Numbers _____ is hereby acknowledged.

_____ (*Initial*) I acknowledge the terms and conditions as stated in the Request for Proposal form received from Port of Newport as part of the contract documents, and hereby incorporate them into this proposal.

_____ (*Initial*) I acknowledge the terms, conditions and minimum limits and have included all costs for insurance in this proposal.

_____ (*Initial*) I acknowledge the requirements of Oregon Prevailing Wage Law ORS 279C.800 and have if applicable incorporated all costs associated into this proposal.

Submitted By:

Name Company CCB#

Telephone # FAX/Email

Address

Signature Date

The Port of Newport reserves the right to accept or reject any or all proposals and may at its discretion select the contractor that is deemed to provide the best value to the Port of Newport.