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541-268-3044 watershed@siuslaw.org

# Request for Proposals (RFP)

Date of Issue: 09/3/2019

The Siuslaw Watershed Council (SWC) is seeking a qualified contractor to cut up to 135 mature trees (DBH between 28-36"), and to tip and stage up to 410 trees with root wads (DBH between 18-24") in the Upper Indian Creek Basin in the Siuslaw Watershed. Cut and staged trees will be transported via helicopter (under an independent work item and contract that is not associated with this RFP) to streams in the Indian Creek sub-basin.

### Submittals are due by 5:00 PM on September 12<sup>th</sup>, 2019. Optional site visit to tree tipping and cutting sites will be held on Monday, September 9<sup>th</sup>, 2019.

Contact information:

Mizu Burruss, Siuslaw Watershed Council Project Manager: Phone: 541-268-3044 (office), 541-999-9991 (cell) E-mail: restoration@siuslaw.org

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# **Description of Project**

# **Project Area**

Stands are located on Siuslaw National Forest land in the Upper Indian Creek sub-watershed. These stands are located in T.16S, R.10W, Sections 1, 4, 6, 8, 9, 10, 12, 16, 17, 20, 21, 22, 27, 28, 31. Please see project location maps (attached) for stand locations. Not all stands on map will be used. Stands most likely to be utilized are located on the following USFS roads:

- 1.) Herman Creek stands: USFS Road 2160000. Access via USFS Road 3200000 to 3250000 to 2160000.
- 2.) Upper Indian Creek stands: USFS Road 5840000 and small spur, and 5840625, via USFS Road 5800000 or via Indian Creek Road.
- 3.) Maria Creek stands: USFS Road 2100640 and 2100639, via West Fork Indian Creek Road.
- 4.) Rogers Creek and Long Creek stands: USFS Road 2500000 and spur off of 25000643, via 5800000 or OR-36 to Thompson Creek Road to 2500000.

### Watershed Issues

The work completed through this contract is part of a larger project to improve stream conditions in the Indian Creek sub-basin in the Siuslaw Watershed. Large wood (trees) produced from this project will be transported by helicopter to Rogers, Maria, Upper Indian, Herman, and possibly Long Creeks. The addition of large wood to these streams will improve salmon rearing habitat by creating more complex stream conditions, and improving connection with adjacent floodplains during high flows.

## **Goal Statement**

We are looking for a contractor to help us harvest up to 410 large trees (DBH 18-24"), with rootwads, cut up to 135 large trees (DBH between 28-36"), and stage the trees for safe helicopter retrieval. Trees will be staged within the stands, and as close to their existing location as possible. The selected proposal must be cost effective and give us reasonable assurance that an implemented project will provide the following:

- Harvest (tip) up to 410 trees, with rootwad intact
  - Stage trees in the vicinity of harvest in a manner that is safe and effective for helicopter retrieval
  - o Rehabilitate harvest areas, as needed
- Harvest (cut) up to 135 trees, without rootwad

## Responsibilities

The Contract will be held by the Siuslaw Watershed Council for work completed on U.S. Forest Service lands. SWC and U.S. Forest Service Staff will be responsible for providing technical

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expertise and project inspection. The Contracting Officer is the Siuslaw Watershed Council. The Contracting Officer will be responsible for contract administration. The Contractor will work directly with both agencies to meet project goals.

### Scope of Work

The work shall include, but not be limited to, the following activities:

Utilizing off-road and decommissioned spur road access routes (may require some clearing to gain access), tipping of trees, staging of trees in proximity to harvest area, cutting of trees, and rehabilitation of harvest area, as needed. Work may also include spreading a small amount of gravel at the helicopter service area (gravel will already be on-site).

Work may begin as soon as the contract is finalized and should be completed prior to October 4<sup>th</sup>, 2019, to the extent possible. Final timeline can be negotiated during contract awarding. All work shall be completed in accordance with the contract provisions, and the following task specifications. The work descriptions given below are not comprehensive and give a cursory description of work items for bidding purposes only; however, the total bid shall be for all ancillary items to complete the LWD project. The Contractor must include adequate provisions in each bid item to account for incidentals, final cleanup, and other items required to complete the project and meet the intent of the project:

## **Task Specifications**

- 1.) Tip up to 410 trees, with rootwads intact from pre-determined stands (see attached Map).
- 2.) Stage trees for helicopter retrieval within harvest area.
- 3.) Repair disturbance as directed.
- 4.) Cut up to 135 trees.
- 5.) Spread on-site gravel at the helicopter service area at Upper Mann Creek Meadow.

### Task 1: Tip up to 410 trees, with rootwads intact

- Prepare the site:
  - o Establishment of access and travel routes
    - Access and travel routes will be identified by the contractor and approved by USFS staff
    - Includes clearing of decommissioned or overgrown spur roads, and establishment of off-road access routes to tree tipping, harvesting, and staging locations
  - o Establishment of tree staging areas for helicopter retrieval
    - Trees should be staged to avoid interfering with current and future access routes for the public and for the project
    - Trees should be staged to provide the helicopter ground crew with easy access to the trees to facilitate retrieval, and to provide a line-of-sight between the tree and the helicopter

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- Where possible, trees should be tipped or staged parallel to the road to facilitate retrieval by the helicopter ground crew
- Where possible, two trees should be staged side-by-side to facilitate a double load retrieval
- Contractor is responsible for locating all underground and overhead locatable utilities such as buried fiber optic line, culverts, etc.
- Contractor is responsible for utilizing properly-sized equipment for all tasks associated with the contract
- Tip up to 410 trees, with rootwads intact
  - Recommended method: tree tipping using excavator
  - Trees for harvest are pre-identified by USFS personnel, and marked with paint and flagged
  - Flagging and/or marking color will be clearly communicated to the contractor in advance of start date
  - Trees were selected by the USFS staff based on the following criteria:
    - All trees are Douglas fir
    - All trees are between 18-24" DBH
    - Trees are large, full, structurally sound trees, free of excessive decay
  - The contractor should make all attempts to avoid tipping snags or trees with complex growth characteristics, unless deemed a hazard to the activity
  - The contractor should avoid tipping or damaging trees with existing complex forms (double-topped, etc.)
- Trees shall be tipped and staged with as little damage to the tree as possible
  - o Trees shall be removed with as much rootwad attached as possible
    - o Branches shall remain intact as much as possible
    - Shake excess dirt from rootwad, but only as possible without damaging the tree
- Trees that were pre-selected but deemed inaccessible by Contractor due to safety reasons may be substituted for alternate trees within the tipping stands. USFS and SWC will work with Contractor to find alternate trees that fall within the criteria listed above, or if contractor feels identified trees have safety hazards associated with tipping

### Task 2: Stage trees within harvest area for helicopter retrieval

- Trees will be staged within the tipping stands for helicopter retrieval. Ideal staging includes the following:
  - Stage trees parallel to access road where possible
  - Stage under minimal overhead canopy, to allow a sight-line between the ground crew and the helicopter, to allow for unimpeded lifting of the tree, and to minimize the hazards to the ground crew from falling branches under pressure from rotor wash
  - Group trees together, or in a series that allows for consecutive access for the ground crew. Prioritize staging of trees in pairs (parallel trunks, with root wads and tops oriented in the same direction—see photos)
  - Avoid vertical stacking of trees

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• Make an effort to maintain the structural integrity of trees

### Task 3: Repair and rehabilitate harvest area

- Repair will be minimized by minimizing the impact of harvest on surrounding plants and soil as much as possible
- Return work area to pre-implementation conditions where possible
  - May involve re-decommissioning roads used to access sites
  - May involve additional rehabilitation to the extent practical and at US Forest Service discretion

### Task 4: Cut up to 135 trees

- Trees for harvest are pre-identified by USFS personnel, and marked with paint and flagged
- Flagging and/or marking color will be clearly communicated to the contractor in advance of start date
  - Trees were selected by the USFS staff based on the following criteria:
    - All trees are Douglas fir
    - All trees are between 24-36" DBH
    - o Trees are within 100 feet of road or are adjacent to existing clearings
    - Trees are large, full, structurally sound trees, free of excessive decay, and lacking key existing or potential habitat for sensitive species
- Tip trees side-hill/parallel to road to avoid rolling or sliding downhill, which will make them inaccessible to ground crews.
- Note final position of cut trees, if existing flagging does not clearly identify it. If the tree
  rolls or slides, note its resting place on the flagging, so that it is as easy as possible to find
  for retrieval
- This Task should be bid as a separate line item (See Item II: Schedule of Items, below), and may be subcontracted

### Task 5: Spread gravel

 Spread around 2 dump truck loads of gravel (which will already be on-site) to improve the entrance to the helicopter service area, located on USFS Forest Road 2116000 at the Upper Mann Creek Meadow

## **Public Safety**

The Contractor shall exercise due caution and care when operating to prevent undue conflict with public users of roads and project sites. The Contractor shall post signs at both ends of any roads that are blocked by work in progress. Signs shall be of a color, size, and number of which are acceptable to the SWC and the USFS.

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# **Fire Precautions**

All State of Oregon fire laws shall be followed. Specific requirements for fire equipment may vary by local fire district. Fire restrictions may result in limited hours of equipment operation at the work site, including the use of gasoline powered vehicles and power tools. Contractor is required to obtain a work permit from the Oregon Department of Forestry and furnish any equipment required. Smoking or flaming materials are not allowed on project site or nearby areas with significant fuel loads during fire season.

# **Environmental Protection**

Contractor shall adhere to all applicable Federal, State, and local environmental protection laws and regulations. Any maintenance work, equipment repairs, and refueling of equipment shall be at fueling areas located in parking lots or existing paved roads. Equipment furnished shall be free from any leakage of petroleum products. Excessive leakage shall be a basis for issuing an immediate shutdown of the operation. The Contractor will be responsible for the clean-up and any liability associated with a spill. Contractor shall exercise care to minimize damage (including cutting, trampling, and removal) to established native trees and shrubs.

# **Compensation Amount and Schedule**

The Contractor may invoice the Council for the agreed upon bid amount once work is complete. Payment to Contractor will follow receipt of invoice from Contractor for work completed. The SWC intends to pay invoices on a net 45-day basis. The project is grant-funded, and payment to Contractor is contingent upon reimbursement of invoiced amounts from the project's Grantors. The total amount invoiced for this project will not exceed the available funding identified in the contract.

# **Insurance Requirements**

Contractor shall purchase and maintain insurance coverage for not less than the following:

- The Contractor, its sub-contractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers, applicable in connection with the death, disability or injury of Contractor's officers, agents, servants or employees arising directly or indirectly out of the performance of this contract; or shall provide documentation to SWC establishing to their satisfaction that Contractor is exempt from Workers' Compensation coverage pursuant to ORS Chapter 656. Each policy required by this section shall be endorsed to provide a waiver of subrogation in favor of SWC. The additional insured endorsement must include products and completed operations; ISO cg 20 10 or its equivalent and ISO cg 20 37 or its equivalent.
- Commercial General Liability Insurance with Limits of not less than One Million Dollars (\$1,000,000) each incident and not less than Two Million Dollars (\$2,000,000) general aggregate. In addition, insurance policies shall include Five Thousand Dollars (\$5,000) of

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medical expenses for employees. Commercial general liability policy must be endorsed to include loggers broad form property damage with limits of One Million Dollars (\$1,000,000). Each policy required by this section shall be endorsed to provide a waiver of subrogation in favor of SWC.

- Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) each occurrence for injury to or death of persons and damage to or loss or destruction of property and not less than Two Million Dollars (\$2,000,000) aggregate. Said policy or policies shall be endorsed to name SWC as well as their divisions, directors, officers and employees as additional insured's and shall include a "severability of interests" provision. Each policy required by this section shall be endorsed to provide a waiver of subrogation in favor of SWC.
- Contractor shall furnish certificates of insurance to SWC's Project Manager, Mizu Burruss, certifying the existence of such insurance. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to maintain the insurance coverage described in this Section. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or not renewed without 30 days advanced written notice to SWC.
- Proof of Insurance as described above shall be required before a bid is awarded and shall be subsequently provided to SWC upon request throughout the term of the Project. Contractor shall fill out and sign Item V below, attesting to adequate insurance coverage.

The insurance coverage required herein shall in no way limit the Contractor's liability under this Contract.

# Indemnity

Contractor shall indemnify, defend, save and hold harmless the Indemnified Parties (defined below) from and against any and all liability, demands, claims, losses, costs (including but not limited to attorneys' fees and, in the case of item (b) below, royalty payments) and expenses arising from or in connection with:

(a) claims for personal injury (including death) and/or property loss or damage to whomsoever or whatsoever occurring or arising in any manner out of or in connection with: the Work, this Contract, or any act or omission of Contractor, its directors, officers, agents or employees, or the presence of Contractor, its directors, its officers, agents or employees upon or about the property, premises or right-of-way of the USFS, whether or not negligence on the part of any Indemnified Party may have caused or contributed to such injury, death, loss or damage; provided, however, that if, under the law applicable to enforcement of this Contract, an agreement to indemnify against the indemnitee's own negligence is invalid, then in that event Contractor's obligation to indemnity the Council under this section shall be reduced in proportion to the negligence of the Council, if any, which proximately contributed to such injury, death, loss or damage;

(b) any claim of infringement of patent rights arising from the use of any of the articles, materials, equipment or designs furnished in connection with the Work or named in this Contract; and

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(c) any claims, fines, penalties or other charge or loss arising from any alleged violation of any statute, code, or ordinance or regulation of the United States or of any state, county or municipal government that results in whole or in part, directly or indirectly, from the activities of Contractor's officers, agents, employees or subcontractors related in any way to this Contract, or from any act or omission of Contractor, its officers, agents, employees or subcontractors contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by the Council without actual knowledge that it might violate any such statute, code, ordinance or regulation (these laws, ordinances and regulations, include, without limitation, all laws, ordinances and regulations relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution, as well as all laws, ordinances and regulations relating to discrimination on the basis of disability).

As used in this RFP, the terms "Indemnified Parties" and "Indemnified Party" shall mean and include, collectively and singularly, (i) The Siuslaw Watershed Council, Inc (hereinafter SWC), (ii) any direct or indirect subsidiary SWC (iii) any officer, director, Commissioner, employee, shareholder or agent of the USFS or of any of their direct or indirect subsidiaries, (iv) any officer, director, Commissioner, employee, shareholder or agent of SWC or of any of their direct or indirect subsidiaries.

# **Discretion of the Council**

A. The Siuslaw Watershed Council reserves the right to reject any or all proposals. B. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the Council reserves the right (i) to negotiate changes of any nature with any candidate with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the Council and may be waived by the Council in its discretion. This subparagraph B applies to the entire RFP. C. Where the Council asks or tells candidates to do stated things, such as that a proposal should follow a stated format or that the candidate should do stated things in seeking the contract, the Council may reject a proposal because it does not comply with those requests, so the candidate is adding to its risk of rejection by non-compliance. Still, the Council may, in its discretion, waive non-compliance.

# Schedule

The contract term and work schedule set out herein represent the Council's best estimate of the schedule that will be followed. The approximate schedule is as follows:

a) Issue (Advertised date): 9/3/2019

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- b) Site visit (Optional, but suggested): 9/9/2019
- c) Proposals due: 9/13/2019
- d) Evaluation committee completes assessments: 9/17/2019
- e) Council issues contract: 9/19/2019
- f) Contract starts: 9/23/2019
- g) Contract completion by: 10/4/2019

# Site Visit

The site visit is optional, but strongly recommended. The site visit will begin at 0900 on 9/9/2019. The meeting location will be the intersection of West Fork Indian Creek Road and USFS Forest Road 2100640, near 44.15791 N, -123.87887 W. We will visit representative stands of trees to be tipped and trees to be cut. We will not visit each stand, but will discuss relevant information about stands we do not visit. Please contact the SWC Office (541-268-3044) by 12 PM on 9/5/2019 if you would like to attend the site visit. The meeting will provide an opportunity for contractors to view expected site conditions and ask questions, which representatives from the USFS and SWC will be present to address. If you cannot make it during this scheduled site tour, please contact the SWC office to arrange for another project tour opportunity.

# **Evaluation Criteria**

The proposal should include a complete bid packet (Items I-V). The SWC may propose modifications to the selected contractor before finalizing contract. The SWC will award the contract based on the qualifications, experience, and price offered by each contractor. The SWC reserves the right to ask for clarifications on bided items, and offers contractors the opportunity to clarify and refine bidded items.

# **Contents of Proposal**

The Council discourages overly lengthy and costly proposals. However, for the Council to evaluate proposals fairly and completely, Proposers should follow the format set out in Items I-V and provide all of the information requested.

- Proposals must include the complete name and address of their firm and the name, mailing address, email address, and telephone number of the person the Council should contact regarding the proposal. Proposals must confirm that the firm will comply with all of the provisions in this RFP.
- The Council reserves the right to request additional information which, in its opinion, is necessary to ensure the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.
- The proposal should include completed versions of the attached Items I-IV, with additional information, as needed to demonstrate the desire and capacity to successfully complete the project.

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## How to Submit a Proposal

Candidates should submit their proposals in one of the following methods:

- In a sealed envelope, either via the USPS or other means of delivery, or via hand delivery to the SWC Office. The envelope should be addressed for delivery to the Project Manager at the address shown in the "Project Manager and Contact with Council" section at the beginning of this RFP. A memory stick with a single PDF file of the **entire** proposal should be included with the paper copy in the envelope.
- 2. Via e-mail, with the proposal as an attached PDF, to the following e-mail address: restoration@siuslaw.org

Proposals are to be received no later than 5:00 PM (Pacific Time) on September 12, 2019. Oral proposals will not be accepted.

This RFP is located on our website (<u>www.siuslaw.org</u>). If interested contractors have questions, please see contact information provided on the cover page of the RFP.

Issued by: Siuslaw Watershed Council

Mailing address: PO Box 422 Mapleton, OR 97453 Physical address (located on the Mapleton School District Campus): 10868 East Mapleton Road Mapleton, OR 97453

This project is made possible through funding from the Oregon Watershed Enhancement Board, the US Forest Service, the National Oceanic and Atmospheric Administration, and the National Fish and Wildlife Foundation.

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## ITEM I. Bidder Information

BIDDER: \_\_\_\_\_\_
ADDRESS: \_\_\_\_\_\_

PHONE: \_\_\_\_\_\_ FAX: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned, hereinafter called the Bidder, declares that the only person(s) interested in this Bid are those named herein; that the Bid is in all respects fair and without fraud; and, that it is made without any connection or collusion with any other person making a bid on this project.

The Bidder further declares that they have carefully examined the Plans, Specifications, and Contract Documents, hereinafter referred to as the Document, for the 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 is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Document; and, that this Bid is made in accordance with the provisions and the terms of the Contract and included in the Document.

The Bidder agrees that if this Bid is accepted they will within five (5) working days, not including Saturdays, Sundays and legal holidays, after notification of acceptance execute the Contract with the Siuslaw Watershed Council in the form of the Contract included in the Document.

The Bidder further agrees, to the extent of this Bid, to furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all of the materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Document and required by the Engineer.

The Bidder further agrees to begin work after September 1st, 2019 and shall complete all work by October 4, 2019, or as agreed upon with the SWC. Work will not be allowed to commence until a signed Contract is received by the Siuslaw Watershed Council.

The Bidder 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 unit prices included on the Bid Form. The Bidder 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 RFP.

# ITEM II. Schedule of Items

Tree Tipping, Cutting, and Associated Work					
DESCRIPTION	<b>MEASURE</b>	<b>QUANTITY</b>	UNIT PRICE	<u>TOTAL</u>	
Mobilization	Lump Sum				
Site Access Preparation	Lump Sum				
Tree Tipping and Staging	Lump Sum				
Tree Cutting Placement	Lump Sum				
Site Repair/Clean-up	Lump Sum				
Other:	Lump Sum				
			Total Cost:		

Table provided for convenience; additional formats acceptable.

# Item III: Bidder Tree Tipping/Staging Project History and References

Bidders with experience performing similar stream enhancement work will be favored when proposals are evaluated. Please fill out the following table with your most relevant work or attach a resume/work history with references.

Name of Client, Project Location	Description of Work Completed	Contact Name/Phone Number

### Item IV: Bidder Certification

The name of the Bidder submitting this Bid Proposal is:

doing business at\_\_\_\_\_ which is the address to which all communications concerned with the Bid and with the Contract shall be sent. (If Corporation) In witness whereof the undersigned Corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_day of \_\_\_\_\_\_, 2019. NAME OF CORPORATION Ву:\_\_\_\_\_ Title Attest: (If Partnership) In witness whereof the undersigned Partnership has caused this instrument to be executed by its duly authorized officer(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2019. NAME OF PARTNERSHIP By:\_\_\_\_\_ Title Attest:\_\_\_\_\_ (If Sole Proprietor) In witness whereof the undersigned has set his hand and caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019. SIGNATURE OF BIDDER Attest:

## Item V: Insurance Requirements for Contractor

equal to or greater than that listed below and name Siuslaw Watershed Council.

### COMMERCIAL GENERAL LIABILITY AND AUTO LIABILITY

\$1,000,000. Each occurrence \$2,000,000. General aggregate \$5,000 Medical expense

- Watershed council must be named as an additional insured. This insurance is required to be primary and non-contributory and include a waiver of subrogation.
- Commercial general liability policy must be endorsed to include loggers broad form property damage with limits of \$1,000,000
- The additional insured endorsement must include products and completed operations; ISO cg 20 10 or its equivalent and ISO cg 20 37 or its equivalent. Please attach a copy of the endorsement to the certificate of insurance
- Insurance must be maintained continuously
- Contractor must provide a 30-day notice of cancellation

#### WORKERS COMPENSATION

\$500,000 employer liability Complies with all applicable worker's compensation laws of the state of Oregon Certificate of insurance only

• Workers compensation must contain a waiver of subrogation

#### AUTO LIABILITY

\$1,000,000 combined single limit for all owned, non-owned or hired vehicles

• Watershed council must be named as an additional insured. This insurance is required to be primary and non-contributory and include a waiver of subrogation.

IN WITNESS WHEREOF, Siuslaw Watershed Council "and "CONTRACTOR" have executed this agreement, effective the date of the last authorized signature.

BY:, INC.	ВҮ:			
(COMPANY NAME)	CONTRACTOR (COMPANY NAME)			
BY:	BY:			
(AUTHORIZED SIGNATURE)	CONTRACTOR (AUTHORIZED SIGNATURE)			
DATE:				

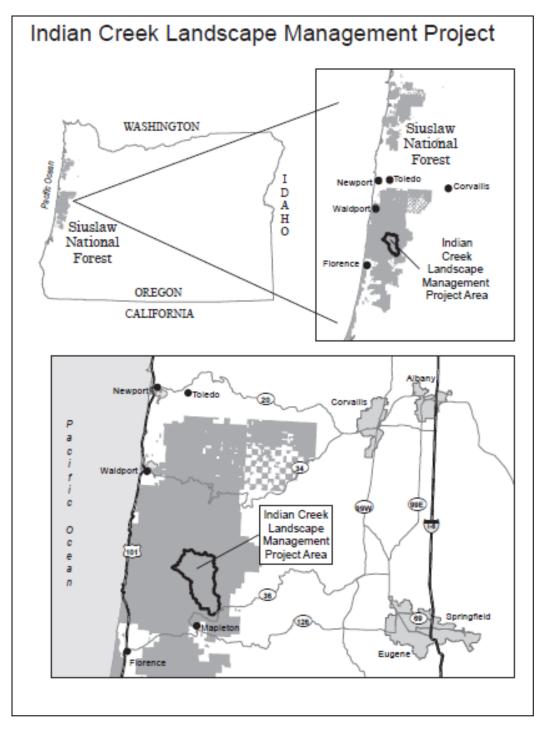


Figure 1. Project Vicinity Map

