



Request for Proposal (RFP)

Date of issue: 6/01/2023

The Siuslaw Watershed Council (SWC) is seeking a qualified Contractor to review the attached Culvert Designs, Plans and Specifications and submit a proposal for the replacement of two (2) Aquatic Organism Passage (AOP) culverts on the Siuslaw National Forest on US Forest Service Road 2116 (Exhibit A). Contractor will be responsible for the removal and disposal of the existing structures and installation of two (2) new road-stream crossings detailed in Exhibit C, subject to the requirements detailed in FP-14 [The Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects and Supplemental Specifications](#) and all applicable environmental and timing restrictions.

Submittals are due by 5:00 PM on June 16th,
2023

Mandatory site visit to the North Fork Indian Creek project site will be held on
June 8th, 2023.

Contact information:

Project Manager:
Caleb Mentzer, Siuslaw Watershed Council
Phone: 541-269-3044 (office), 541-513-2604 (cell)
E-mail: projects@siuslaw.org

Siuslaw Watershed Council Mission Statement

The Siuslaw Watershed Council supports sound economic, social and environmental uses of natural and human resources in the Siuslaw River Basin. The Council encourages cooperation among public and private watershed entities to promote awareness and understanding of watershed functions by adopting and implementing a total watershed approach to natural resource management and production.

Request for Proposal
Siuslaw Aquatic Organism Passage (AOP) Design for
2 sites
in the Siuslaw River Watershed: North Fork Indian Creek

Introduction

The Siuslaw Watershed Council (SWC) is seeking a qualified Contractor to review the attached Culvert Designs, Plans (Exhibit C) and Specifications (Exhibit D) and submit a proposal for the replacement of 2 Aquatic Organism Passage (AOP) culverts on the Siuslaw National Forest on US Forest Service Road 2116 (Exhibit A). Contractor will be responsible for the removal of the existing structures and installation of two (2) new road-stream crossings subject to the requirements detailed in FP-14 The Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects and Supplemental Specifications and all applicable environmental and timing restrictions.

The goal of this project is to enhance fish passage through 2 undersized, perched and failing culverts on unnamed tributaries in the North Fork Indian Creek (also called Mann Cr.) sub-basin of the Upper Indian Creek 6th field HUC 171002060502. These undersized culverts are identified in the USFS 2018 Indian Creek Landscape Management Plan as a high priority for replacement and are identified as priority projects in the 2019 Siuslaw Strategic Action Plan for Coho Recovery. The replacement of the undersized culverts with structures that allow for natural stream simulation enhances natural aquatic and terrestrial species passage, natural transport of debris, and restores a more natural hydrologic connection.

The Siuslaw Watershed Council (also listed as the SWC, Council, or Agency) invites qualified firms (referred to as Contractor) with experience in Aquatic Organism Passage (AOP) construction to provide a proposal for the enclosed Tasks.

Background

Historic land use practices, including the building of roads, negatively impacted the quality and quantity of habitat supporting the Oregon Coast Coho population in the Siuslaw Watershed. Roads were built to access the landscape for agricultural, recreation and timber harvest purposes, and those roads often crossed streams without providing adequate passage under the roads to facilitate the natural stream processes that existed prior to road construction. Two unnamed tributary streams that flow under FR 2116 into North Fork Indian Creek have culverts that limit fish passage, blocking access to .5 miles each (for a total of 1 miles) of high quality habitat upstream of the culverts.

General Information

Construction Specifications: Construction specifications shall be Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14, with Forest Service Supplemental Specifications for the project (Exhibit D). Plans and Forest Service Supplemental Specifications shall be in English units.

Project Description

The following are project tasks associated with this project. A final Scope of Work (SOW) will be developed between the Siuslaw Watershed Council and the awarded Contractor based upon the submitted proposal.

The technical Scope of Work includes the all tasks necessary to install 2 (two) AOP structures on FS Road 2116 (Exhibit A) in accordance with the Plans in Exhibit C and Supplemental Specifications in Exhibit D.

Work on this project will be subject to In-Water Work Period and Marbled Murrelet Restrictions. As such, the use of power tools and/ or heavy equipment is restricted until after August 6th and any in-stream work to the dates August 6th-September 15th. During the August 6th- September 15th work period, operations may not begin until two hours after sunrise and must end two hours before sunset. Any work performed outside of this time window must be discussed with SWC and USFS Project Managers and receive written approval from SWC Project Management.

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 tasks. The Contractor must include adequate provisions in each bid item to account for incidentals required to complete the project.

Scope of work

Task 1. Management: Provide overall management for the technical work and coordination and communication with the Project Managers for Siuslaw Watershed Council and US Forest Service.

Task 2. Install two (2) Aquatic Organism Passage road-stream crossings: Provide all construction material, culverts and equipment and install two (2) road-stream crossing in accordance with the Plans in Exhibit C and Supplemental Specifications in Exhibit D. Construction costs should reflect delivery of the corrugated metal pipe, concrete box culvert and all materials required for installation.

1. Contractor shall complete the proper installation of two (2) AOP road-stream crossings at the location in Exhibit A, according to Plans in Exhibit C and Supplemental Specifications in Exhibit D.

- a. Contractor must submit pre-cast box culvert, footing and wing-wall design to SWC PM for approval by USFS Engineering prior to delivery to project site.
 - b. Contractor is responsible for the removal and disposal of the existing CMP culverts as part of the cost of installation bid item.
 - c. Non-hazardous material waste sites will be identified by USFS staff and provided to the Contractor
- 2. Contractor shall submit a dewatering and stream isolation plan (stream bypass) to SWC Project Manager prior to beginning construction.
- 3. Contractor shall notify SWC Project Manager 14 days prior to when fish capture and relocation work is necessary. USFS to coordinate fish relocation activities.
- 4. Contractor must coordinate timing of key project elements with SWC Project Manager such that an USFS Engineer or approved representative can be on site during the following activities:
 - a. Upon completion of site survey
 - b. During installation of footing and bedding material
 - c. De-watering and re-watering
 - i. Coordinate with USFS fish salvage efforts
 - d. During compaction activities
 - e. Sub-grade approval
 - f. Final approval

Task 3. Install 6 Large Wood Debris structures: Contractor shall notify the SWC Project Manager seven (7) days prior to beginning tree tipping activities and shall ensure that a SWC or USFS representative is on-site during all LWD placement.

- 1. Tip and stage up to 13 plantation trees with rootwads attached in preparation for transport to select locations upstream and downstream of Tributary 2 road-stream crossing
- 2. Install 6 large wood debris structures, as per details in Drawing Number 5.5 in the Plans in Exhibit C.

Public Safety

The Contractor shall exercise due caution and care when operating to prevent undue conflict with public users of roads, trails and project sites. The Contractor shall post signs and barricades blocking access at both ends of the project on FS RD 2116 throughout the duration of the project. Signs shall be of a size, color and number of which are acceptable to the USFS and SWC.

Assume the road can be closed throughout the duration of the project for construction purposes.

Reasonably Implied Work and Incidental Items

Any part of the work that is not mentioned in the above scope of work, or the contract developed with the selected Contractor, which is necessary or normally required as a part of such work, shall be performed by the Contractor as incidental work without extra cost to the SWC.

Table 1. Project Timeline

Task	Timeframe
Mandatory site visit and meeting	June 8 th , 2023
Proposals due to Council	June 16 th , 2023
Contractor selected, develop contract	June 17 th , 2023
Initiation of work	June 19 th , 2023
Construction window begins	August 6 th , 2023
Construction window closes	September 15 th , 2023
Work completed/ invoices submitted	October 1 st , 2023

Site Visit

A mandatory site visit will be conducted on June 8th, with contractors interested in submitting proposals to the Council. Please contact the SWC Office (541-268-3044) or the SWC Project Manager (projects@siuslaw.org) by 5 PM on June 6th if you would like to attend the site visit. The meeting will provide an opportunity for contractors to view the site and to ask any questions they may have. The SWC and USFS Project Managers will be present to answer questions. We will meet at the Schindler Landing County Park, which can be found here: [44.08040, -123.79094](#). Travel and access directions will be provided upon receiving a contractor's RSVP.

If you can't attend the 6/8 site visit but are interested in submitting a bid please contact the SWC Project Manager at projects@siuslaw.org prior to June 6th.

Bidding Process

Interested contractors will present the Council with a proposal by 5 PM on June 14th. The proposal should include a complete bid packet (Items I-IV OR equivalent information in another format). Bidders should send a completed RFP either via email to projects@siuslaw.org or via mail to Siuslaw Watershed Council, 10868 East Mapleton Road, Mapleton Oregon 97453.

Beginning June 15th, SWC and USFS project staff and review team will review and score proposals. Following evaluation and scoring of applications, the selection committee may choose to interview up to three bidders before making a final decision. Interviews, should they

take place, will be via Zoom or at the Siuslaw Watershed Council office in Mapleton, Oregon. The SWC may propose modifications to the selected contractor's proposal before finalizing contract. The SWC will award the contract based on the qualifications, experience, and price offered in the contractors' proposals. The SWC reserves the right to ask for clarifications on bid items, and offers contractors the opportunity to clarify and refine their bid items.

The SWC shall enter into a contract with the contractor whose proposal/bid appears to best serve the interest of the Project, USFS, and SWC in terms of qualifications, services to be provided, timeliness and cost. Bidders will be notified of selection results within seven (7) business days of submittal, on or before June 23rd. A project kick-off meeting will be held with the successful bidder within a week of the award, at which time contract documents will be signed and notice to proceed will be given to the contracted firm.

Insurance

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 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, Caleb Mentzer, 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:

- 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 indemnify 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;
- 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 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

Payments

The Contractor may invoice the Council for the agreed upon bid amount once work is complete. The total amount charged for this project will not exceed available funding for the project. All invoices must be submitted no later than October 1st, 2023. Payments will be made within 45 days of the invoice receipt from contractor, pending SWC receipt of payment from funder. This agreement constitutes a subcontract whereby payment to contractor may be contingent upon reimbursement of invoiced amounts from funder.

A Complete Bid Packet Shall Include the Following:

Items I-IV OR equivalent information in alternate format

Documents provided to Potential Bidders:

Bid Packet (includes Items I-IV)

Proposal Elements Considered by RFP Reviewers

Project Approach (35%)

Describe how the firm's approach to projects of this type qualifies the firm to perform the required tasks in the specified timeline.

Qualifications of the Applicant (35%)

Provide detailed descriptions of relevant work experience the firm has engaged in over the past five years, with an emphasis on Aquatic Organism Passage. The applicant should fully address the applicant's experience in working with the complexities of steep coastal drainages and flashy hydrology associated with rivers such as the Siuslaw. Highlight any work in which the protection of adjacent lands and/or infrastructure were significant components. Identify any built projects and/or designed projects slated for construction in the near term. Overall, applicants are encouraged to present projects which bear overall resemblance to the North Fork Indian Creek Fish Passage Enhancement Project.

Key Staff to be Involved (10%)

Identify key project staff and what their roles will be. Who will manage the project on the contractor's side and serve as the primary liaison with the SWC? Submit resumes of key project staff to be involved, not to exceed one page in length each. For staff involved, include details of certifications and professional credentials which lend support for their projected work on the project.

Cost estimate (20%)

Applicants should submit a detailed cost proposal which lays out anticipated costs for all project elements, including key project staff and their hourly billing rates, and including all anticipated expenses.

Other proposal requirements

Supply proof of insurance. This insurance must be of type and amount sufficient to meet the requirements for this type of activity, and are listed under Item IV in the enclosed Bid Packet. Under the contractor's liability insurance, we request that The Siuslaw Watershed Council be named as additionally insured. Contract will not be valid until proof of insurance is provided.

Contact Person:

Caleb Mentzer
 Restoration Projects Manager
 Siuslaw Watershed Council
 projects@siuslaw.org
 Phone: 541.268.3044 (office)
 541.513.2604 (cell)

Issued By:

Siuslaw Watershed Council
 PO Box 422
 Mapleton, OR 97453
 (Mailing address)

Physical Address Location:

Siuslaw Watershed Council
 Mapleton School District Campus
 10868 East Mapleton Road
 Mapleton, OR 97453 (Not Mailing address)

This project is made available through funding from the Oregon Watershed Enhancement Board

"In accordance with Federal law and U.S. Department of Agricultural policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) SWC is an equal opportunity provider and employer."

Bid Packet

Item I. Bidder Information

BIDDER FIRM: _____

BIDDER CONTACT PERSON: _____

ADDRESS: _____

PHONE: _____ E-Mail: _____

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 Request for Proposal Documents, hereinafter referred to as the Document; is satisfied as to the scope of work, and understands that the description of the work in the RFP is brief and is intended only to indicate the general nature of the work.

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 a Contract with the Siuslaw Watershed Council.

The Bidder further agrees, to the extent of this Bid, to furnish all means of completion of work and do the work in the manner, in the time, and according to the methods as specified in the Document.

The Bidder further agrees to begin work on June 19th, 2023 and shall complete all tasks by October 1st 2023. 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 Document, the task prices included on the Bid Form. The Bidder further represents a true measure of the labor required to perform the work including all allowances for overhead and profit for each type of work called for.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

Item II. Schedule of Tasks

		North Fork Indian Creek AOP Design			
<u>Task</u>	<u>DESCRIPTION</u>	<u>Product</u>	<u>Comments</u>	<u>TOTAL AMOUNT</u>	<u>Proposed Completion Date</u>
1	Project Management	Narrative summary			
2	Installation of two (2) Aquatic Organism Passage structures	Narrative summary of methods			
3	Install 6 Large Wood Debris Structures	Technical report			

Total Cost of Work: \$_____

Item III. Bidder AOP Fish Passage Design Project History and References

Bidders with experience performing similar work on AOP fish passage design restoration projects 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 the Contract shall be sent.

(If Corporation)

In witness whereof the undersigned Corporation had caused this instrument to be executed and its seal affixed by its duly authorized officer's this _____ day of _____

Name of Corporation

By: _____

Title: _____

Attest: _____

(If Partnership)

In witness whereof the undersigned Partnership had caused this instrument to be executed and its seal affixed by its duly authorized officer's this _____ day of _____

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 _____

Name of Business

Signature of Bidder: _____

Attest: _____

Item V: Insurance Requirements for Contractor

_____ (“CONTRACTOR”) agrees to carry insurance 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

- Siuslaw Watershed Council and United States Forest Service 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 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 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 workers’ 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

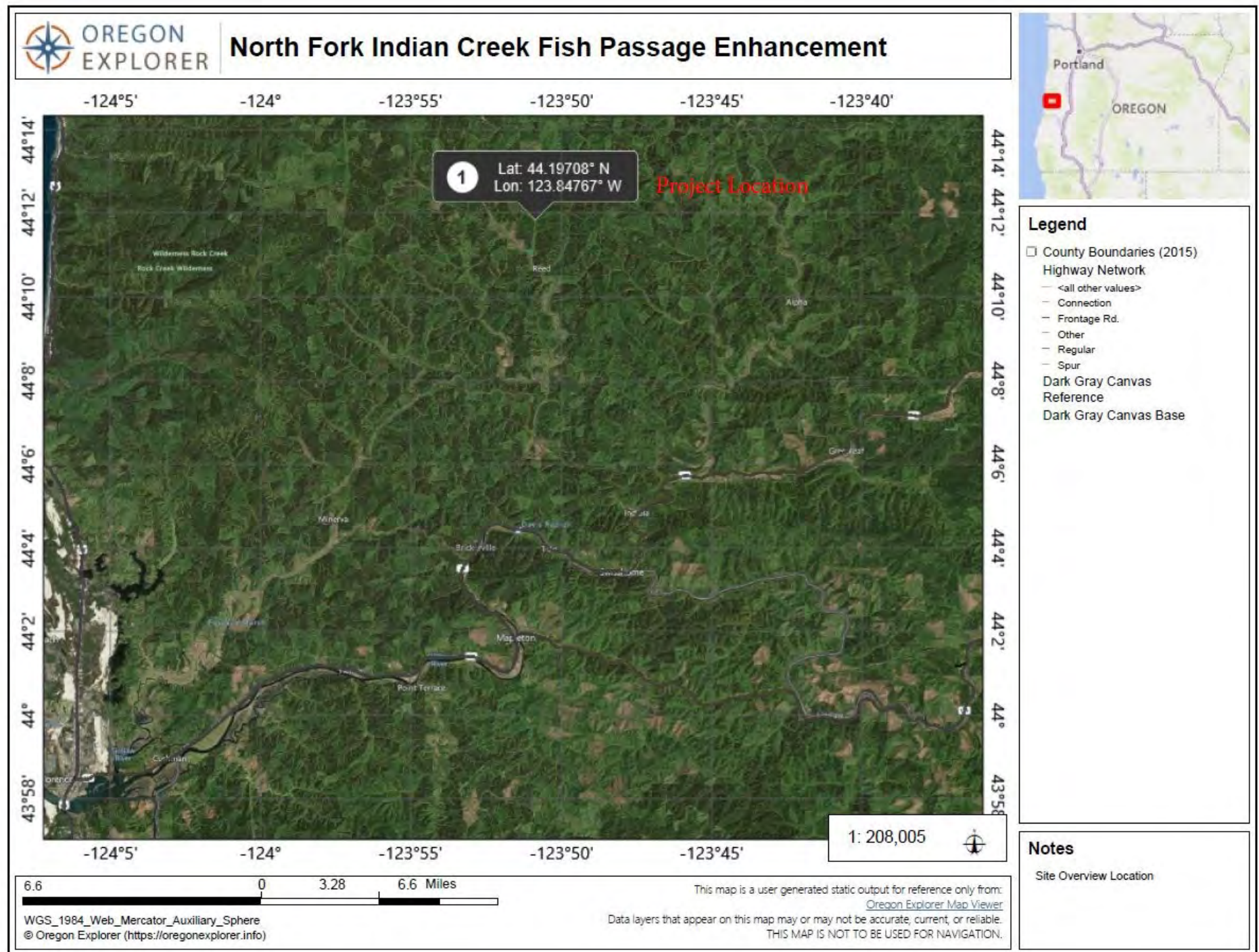
- Siuslaw Watershed Council and United States Forest Service must be named as an additional insured. This insurance is required to be primary and non-contributory and include a waiver of subrogation.

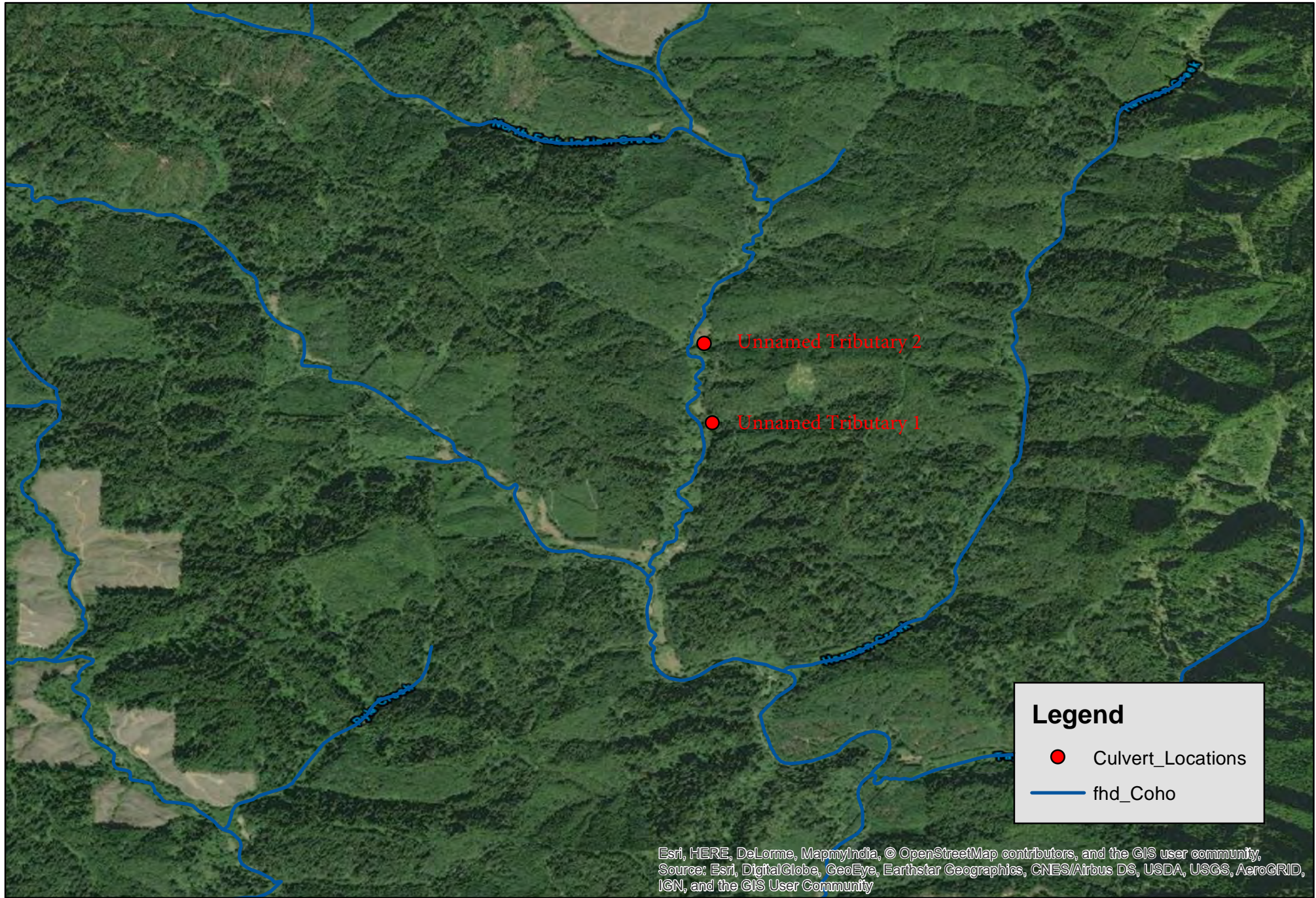
SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINTED NAME

Exhibit A: Map of the Project





North Fork Indian Creek Fish Passage Enhancement

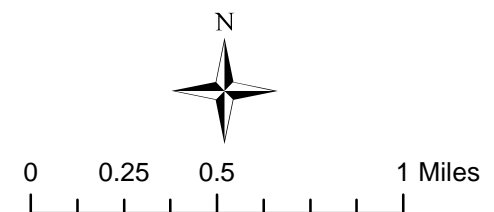


Exhibit B: culvert photos

Unnamed Tributary 1: upstream of culvert



Unnamed Tributary 1: downstream of culvert



Unnamed Tributary 2: upstream of culvert



Unnamed Tributary 2: downstream of culvert

