



Request for Proposal (RFP)

Date of issue: 5/2/2024

West Fork Deadwood Creek Floodplain Reconnection

The Siuslaw Watershed Council (SWC) is seeking a qualified Contractor to review this Request-for-Proposal and attached proposed Equipment Time and Labor bid sheet (Exhibit B.1) and submit a proposal for construction services on the Siuslaw National Forest at the confluence of West Fork Deadwood Creek and Misery Creek on a ~12 acres site (Exhibit A). The Project shall consist of invasive species scraping, valley floor re-grading, soils and spoils removal/stockpiling, channel filling, tree tipping and tree placement. The result of the Project will be year-round floodplain connection restored across the entire valley-floor bottom referred to as a Stage-0 habitat setting.

Submittals are due by 5:00 PM on May 15th, 2024

**Mandatory site visit to the West Fork Deadwood Creek project site will be held on
May 9th, 2024**

*If you cannot attend this site visit but are interested in bidding
Please contact the SWC Project Manager prior to May 9th.

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 West Fork Deadwood Creek Floodplain Reconnection

Introduction

The Siuslaw Watershed Council (SWC) is seeking a qualified Contractor to review this Request-for-Proposal and attached Equipment Time and Labor bid sheet (Exhibit B) and submit a proposal for construction services on the Siuslaw National Forest at the confluence of West Fork Deadwood Creek and Misery Creek on a ~12 acres site (Exhibit A). The Project shall consist of invasive species scraping, valley floor re-grading (Exhibit C), soils and spoils removal/stockpiling, channel filling, tree tipping and tree placement.

The goal of this Project is to restore West Fork Deadwood Creek's connection with its historic floodplain. Re-connecting the floodplain with the stream would trend West Fork Deadwood Creek towards a "properly functioning" condition. This work will provide direct habitat benefits to various native aquatic species, including the ESA-listed Oregon Coast coho salmon.

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

The West Fork Deadwood Creek Floodplain Reconnection Project (Project) is located in the Deadwood Creek sub-basin of the Siuslaw Watershed, near the confluence of West Fork Deadwood Creek and Misery Creek, and is fully contained on US Forest Service land. The Project is a floodplain reconnection (Stage 0) project that addresses degraded and simplified habitat conditions resulting from stream channel confinement, simplification, and down-cutting associated with post-settlement land management and resource extraction practices. These habitat conditions result in hydrologic disconnection between the stream channel and the rest of the valley floor, dramatically limiting the available quantity and quality of habitat for salmonids and other native species.

The Project restores full-year floodplain connectivity across the width of the valley-floor by aggrading the channel, lowering the elevation of the adjacent floodplain, installing large wood, and planting native vegetation. These actions establish conditions such as a higher water table, increased floodplain connectivity, and increased floodplain roughness. These conditions allow for natural fluvial processes to support the development and maintenance of complex and diverse habitat across the entire valley width, benefiting juvenile salmon in all seasons by providing cool water in the summer, slower water in the winter, and an increase in food availability year-round.

Project partners include the USFS Siuslaw National Forest, the Siuslaw Watershed Council, Lane County, and Blachly Lane Power Cooperative.

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 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.

1. Contractor shall provide all equipment, fuel and a machine operator for 8-10 hours/day (as negotiated between the SWC and Contractor) throughout the business week of Monday-Friday. Some weekend work may be required and will be dependent on weather conditions and agreed upon by both parties.

Task 2. Provide equipment and operator as detailed in the attached Equipment Time and Labor bid sheet (Exhibit B) for the following tasks: see exhibit B.1 for a desired list of equipment and approximate hourly estimates for assistance in preparing Exhibit B.

- Valley Floor Regrade to Desired Elevations: Throughout the treatment area, the existing valley floor elevation ranged from 0-6 feet higher than our target elevations. The portions that are higher than desired will be graded to match our target elevations. We expect to generate up to ~22,500 cubic yards of material during our valley floor excavation treatments. Fill materials contaminated with non-native vegetation will be the first scraped off and the first placed down on the fill disposal areas, buried at depths to eliminate the possibility of re-propagation. All trees and shrubby material will be re-used on site for roughness across the valley floor or transplanted if feasible. Surface channels will not be constructed within the new inset floodplain.
- Channel Regrade to Target Elevations: Throughout the floodplain treatment area, the existing incised channel's streambed elevation ranged from 3-7 feet lower than our target elevations. During excavation, desired materials (native substrates, willow clumps, LWD) will be salvaged as they are uncovered, then transported and staged adjacent to the existing incised channel where they will later be used as fill after dewatering and fish salvage have occurred. Approximately 10,930 cubic yards of regraded material will be placed within the existing incised channel in order to raise the streambed to match our target elevations. Any salvageable large woody debris, willows, or large concentrations of gravel (which are few in this bedrock dominated channel) will be re-used to the extent feasible.

- LWD Placement: Within the newly constructed floodplain, surface channels will not be constructed, yet roughness will be added to encourage channel and floodplain habitat development. LWD complexes will be scattered across the treatment area to encourage trapping of sediment and debris. LWD complexes will consist of a combination of conifer and alder logs and trees most with root wads attached, ranging in size from 15-24(+) inches in diameter at breast height, with lengths ranging from 45-100+ feet. LWD will be added to the system at a rate of up to 30 pieces per acre. Approximately 30% of the LWD will be embedded within the stream bed, banks, and floodplain in manners to be retained during high flows and provide places for more mobile wood to be retained onsite. Approximately 350 trees will be placed – 100 trees onsite 250 trees from adjacent USFS plantation

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 coordinate with the SWC on equipment staging locations and transport routes. Alexander Rd. should be maintained as open and passable for the majority of the Project.

The valley regrade is occurring in tandem with a bridge replacement over West Fork Deadwood Creek at the southern end of the project site. This will require coordination between Contractors, SWC and the USFS for mobilization and project work.

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	May 9 th , 2024
Proposals due to Council	May 15 th , 2024
Contractor selected, develop contract	May 17 th , 2024
Initiation of work	June 1 st , 2024
In-Water Work Period window closes	September 15 th , 2024
Work completed/ invoices submitted	November 1 st , 2024

Site Visit

A mandatory site visit will be conducted on May 9th, 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 May 8th 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 West Fork Deadwood Creek Rd/Alexander Rd intersection, which can be found here: 44.160716, -123.750532. Travel and access directions will be provided upon receiving a contractor's RSVP.

If you can't attend the 5/9 site visit but are interested in submitting a bid please contact the SWC Project Manager at projects@siuslaw.org prior to May 9th.

Bidding Process

Interested contractors will present the Council with a proposal by 5 PM on May 15th. The proposal should include a complete bid packet (Items I-V OR equivalent information in another format) and the **Equipment Time and Labor bid sheet (Exhibit B)**. 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 May 11th, 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 May 15th. 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.

Prevailing wage

The Project is subject to State of Oregon Prevailing Wage Rate Law and must comply with all aspects of the law and reporting requirements. The Contractor employing workers on a public works project must pay to such workers no less than the applicable prevailing rate of wage for each trade or occupation, as determined by the commissioner, in which the workers are employed. Additionally, all wages due and owing to the workers shall be paid on the regular payday established and maintained under ORS 652.120; OAR 839-025-0035(1). Public works includes but is not limited to "Roads, highways, buildings, structures and improvements of all types, the construction, reconstruction or major renovation of which is carried on or contracted for by any public agency to serve the public interest" OAR 839-0250004(20).

For more information, Prevailing Wage Laws and requirements including certified payroll consult:

https://www.oregon.gov/boli/whd/pwr/pages/w_pwr_pwrbk.aspx or BOLI at 971-673-0761

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, 2024. 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-V OR equivalent information in alternate format

Documents provided to Potential Bidders:

Bid Packet (includes Items I-V)

Proposal Elements Considered by RFP Reviewers

- 1) **Scheduling (25%): who can begin and fully implement the project within the preferred timeline. Start in August and complete in-stream work by end of September.**
- 2) **Experience and past references (40%): who has the highest quality experience and capacity based on prior experience contracting with the SWC or project partners and/or supporting documentations from the references provided.**
- 3) **Equipment Type and Condition (20%): who has the highest quality and condition of equipment that best suits the needs of the Project?**
- 4) **Cost estimate (15%): who can implement the project for the lowest total cost based on quoted rates of equipment?**

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

Physical Address Location:

Siuslaw Watershed Council
 Mapleton School District Campus

Mapleton, OR 97453
(Mailing address)

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 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>
1	Project Management	Narrative summary		
2	<u>Equipment Time and Labor bid sheet</u>	Attached bid sheet		

Total Cost of Work: \$_____

- Completed Equipment Time and Labor bid sheet should be included with this Schedule of Tasks

Item III. Bidder Floodplain Reconnection Project History and References

Bidders with experience performing similar work on floodplain reconnection 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

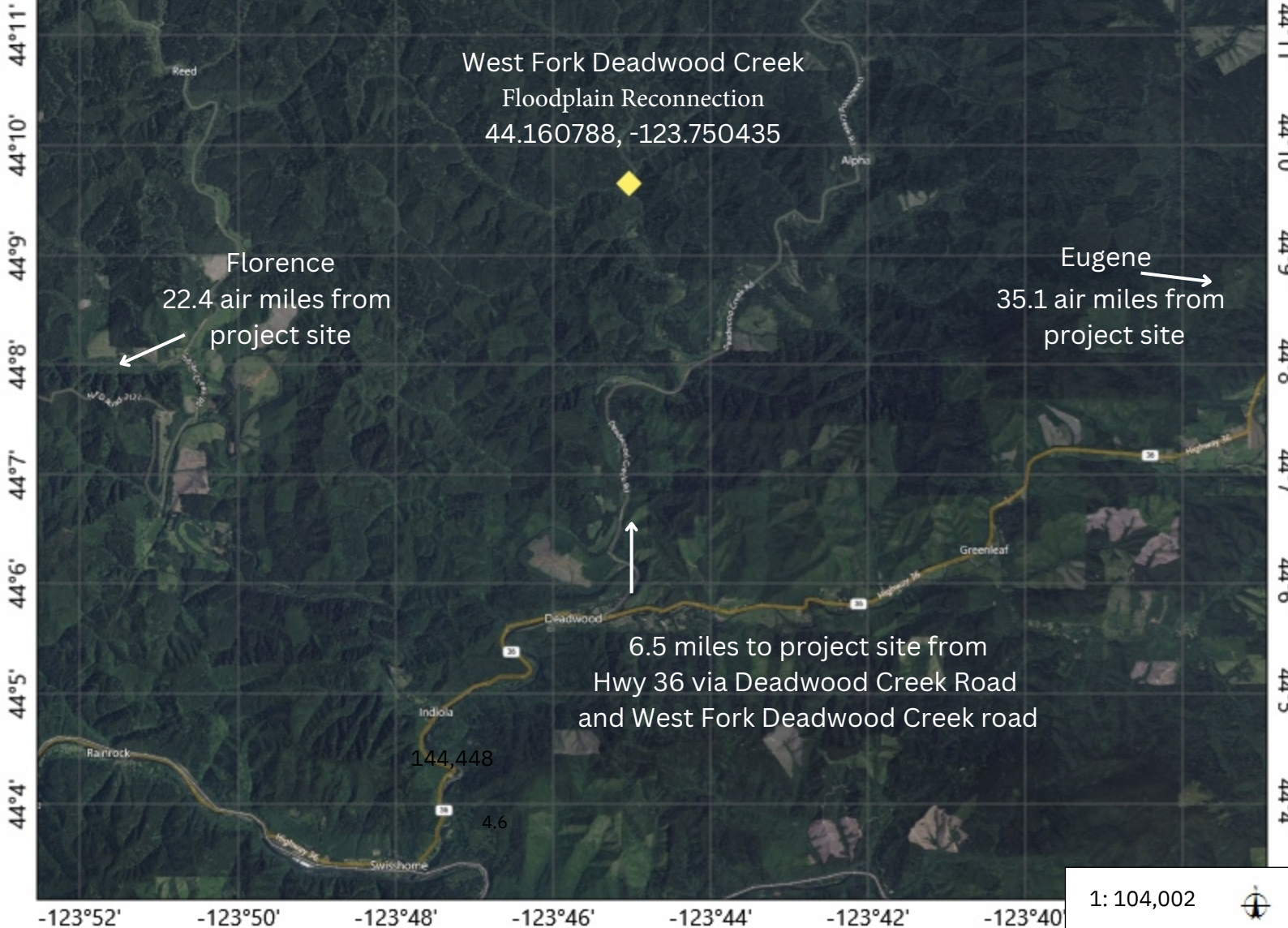
Exhibit A: Vicinity map



West Fork Deadwood Creek Floodplain Reconnection- Bridge Replacement Design



-123°52' -123°50' -123°48' -123°46' -123°44' -123°42' -123°40' -123°38'

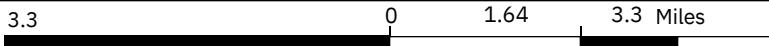


Legend

- County Boundaries (2015)
- Dark Gray Canvas Reference
- Dark Gray Canvas Base

Notes

Location over view of West Fork
Deadwood Creek Floodplain
Reconnection project



WGS_1984_Web_Mercator_Auxiliary_Sphere
© Oregon Explorer (<https://oregonexplorer.info>)

This map is a user generated static output for reference only from:
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THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Proposed Equipment Time and Labor bid sheet

This list has been generated by USFS Project Management and aquatic biologists based upon similar floodplain reconnection projects performed in the Siuslaw Watershed. (Fivemile-Bell Creeks). This list should be used only as a reference and not a definitive list of the required equipment and the equipment bid rate should include a qualified operator. The Contractor should refer to the Scope of Work when filling out the **Equipment Time and Labor bid sheet in Exhibit B.**

- 1) D6 Dozer for 250 hours
- 2) 300 Class Excavator for 300 hours
- 3) 300 Class Excavator for 250 hours
- 4) Off-road dump truck for 150 hours
- 5) Off-road dump truck for 150 hours
- 6) Off-road dump truck for 150 hours
- 7) Skidder for 100 hours
- 8) Water truck for 250 hours
- 9) Fire trailer for 300 hours

Exhibit C: Relative Elevation Model with cut/ fill cross sections

