Walla Walla Basin Watershed Council (WWBWC)

Couse Creek Fish Passage at Blue Mt Station Rd Assess & Design Project

Request for Proposals (RFP)

Date: March 16, 2020


The Walla Walla Basin Watershed Council is in need of an agreement for the Couse Creek Fish Passage at Blue Mt Station Rd Assess & Design Project, which will occur in 2 phases over a period of 2 Fiscal Years as described in Sections 1.4 & 3.2, and the Scope of Work.

**All work for Phase 1 needs to be completed by noon October 31, 2020.**

This Request for Proposal provides prospective respondents with information to prepare and submit proposals for the Couse Creek Fish Passage at Blue Mt Station Rd Assess & Design Project.

**NOTE:** This project is funded with federal dollars and is therefore governed by the Construction Wage Rate Requirements (Davis-Bacon Act). All contractors and subcontractors must abide by Davis-Bacon wages and rules.

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SECTION 1: INTRODUCTION AND BACKGROUND

1.1 REQUEST FOR PROPOSALS
This RFP contains instructions for proposals to be submitted and the required content to be eligible for consideration.

Any requests for clarification or additional information regarding submission of this RFP shall be submitted in writing via email (rfp@wwbwc.org). Written requests for interpretation shall be submitted to the WWBWC on or before noon March 31, 2020.

1.2 SUBMISSION OF PROPOSAL
Respondents are requested to submit:

♦ One copy of their price proposal, including a detailed budget and a proposed work schedule.

Proposals are accepted until noon April 27, 2020, via the preferred means of email (rfp@wwbwc.org) or delivered to 810 S. Main Street, Milton-Freewater, OR 97862.

Responses must be in the format described below. Proposals shall be addressed as follows:

Walla Walla Basin Watershed Council
Attention: Brian Wolcott, Executive Director
810 S. Main Street
Milton-Freewater, OR 97862
1.3 **SUBMITTAL INSTRUCTIONS**

1. Proposals may be emailed, mailed or hand-delivered. If the proposal is sent by email, please call the WWBWC to ensure the email was received (541-938-2170). If the proposal is sent by mail, please allow extra time for delivery before the deadline.

2. The proposal must contain the signature of a duly authorized officer or agent of the Respondent’s company empowered with the right to contractually bind the Respondent.

3. Proposals become the property of the WWBWC upon receipt of same by the WWBWC. The content of proposals will be kept confidential until an award is made.

4. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are modified shall be resubmitted according to the above instructions prior to the submission deadline.

1.4 **BACKGROUND AND DESIGN OVERVIEW**

Couse Creek is a tributary of the Walla Walla River just upstream from Milton-Freewater, and is currently used by steelhead, spring Chinook salmon, redband trout, and occasionally bull trout. Recent restoration investments in Couse Creek have included fish passage work at the confluence of Couse Creek with the Walla Walla River, and at the Konen rock quarry culvert replacement bridge. Fish habitat investments have also occurred along the Shumway-Banks property. There is one other fish passage issue on Couse Creek that was identified during the WWBWC Couse Creek Assessment. Just upstream of the Blue Mountain Station Road bridge and 3 miles upstream from the confluence with the Walla Walla River, there is a three foot, vertical concrete structure that is a fish passage issue for adult steelhead seeking their spawning areas. There are over seven miles of suitable spawning areas upstream of this site.

An assessment, survey, and design work is needed to develop alternatives to be reviewed by local and regional fisheries co-managers from ODFW, NOAA Fisheries, CTUIR, and BPA. A preferred alternative can then be selected. Once a selection has been made, an initial design and then a final design can be developed based on input from the fish agencies. BPA funds would cover the costs of site assessment, surveying, modeling hydraulics, and hydrology, and initial project design work, with technical support provided by ODFW and CTUIR fisheries staff and the WWBWC.

Couse Creek was described in the Walla Walla Subbasin Plan EDT analysis as a Priority Protection Area. The Walla Walla Subbasin Plan identifies addressing fish passage barriers as a priority action.

The design process shall occur in two phases. Phase 1 deliverables will be completed by **noon October 31, 2020** and include site assessment and developing 30% designs, as well as estimating construction costs. Design alternatives will be reviewed by landowners and basin partners to determine which alternative(s) will move forward for final design. Phase 2 tasks include completing final designs of the chosen alternative, which will occur during the first half of Fiscal Year 2021 (November 1, 2020-October 31, 2021) and pre-implementation surveying/staking, construction oversight and as-built reporting during the second half of Fiscal year 2021. Phase 2 deliverables will be accounted for under a subsequent contract. Proposals must include cost estimates, descriptions and timelines for all Phase 1 & 2 deliverables. See Section 3.2 and Scope of Work for addition specifications.

The engineering for this project will go through a formal bid process. The engineering contract will be awarded based on cost and qualifications. While WWBWC always strives to award contracts to the lowest bid, contractor qualifications will be a consideration.
Key elements for the project are listed below:

- Survey and Assess site conditions for fish passage improvements, while maintaining ability to divert water as specified by the water right associated with this location, without creating flooding concerns for the home and infrastructure in the vicinity of the fish passage site. The assessment and initial design work will need to be informed by hydraulic and hydrologic modeling, and should consider characteristics of Couse Creek including hydrology, sediment movement, channel down-cutting and lateral mobility.
- Develop fish passage improvement alternatives for the site that will be reviewed by the property owner and partnering agencies.

Following technical reviews of alternatives by a technical team comprised of BPA, State, Tribal, NOAA, USFWS, WWBWC, develop 15%, 30%, 80% designs for review and input, and final designs and costing. The reviews will include a presentation of an in-depth analysis for both alternatives, costs and recommended strategies. Initial construction costing estimates will be required starting at 30% designs.
- This contract will include assessment and design alternatives based on agency and landowner feedback.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

2.1 OBJECTIVE OF REQUEST FOR PROPOSAL

The objective of this RFP is to provide sufficient information to enable qualified Respondents to submit written proposals for the Couse Creek Fish Passage at Blue Mt Station Rd Assess & Design Project. The RFP is not a contractual offer or commitment to purchase products or services.

Information must be legible. Corrections and erasures must be initialized. Each proposal shall be accompanied by a letter signed by an authorized representative of the Respondent. The contents of the proposal submitted by the successful Respondent of the RFP may become part of any contract awarded as a result of this solicitation.

2.2 ADDENDA TO THE REQUEST FOR PROPOSAL

Participants are encouraged to ask questions during the mandatory field tour starting at noon on March 30. The deadline for questions is March 31 at noon. Questions and discussions may necessitate and addendum to the original RFP. If it becomes necessary to revise any part of the RFP, an addendum will be placed online on the WWBWC website (www.wwbwc.org) by noon April 6, 2020. Respondents are responsible to check online prior to submission of their proposal.

2.3 ANSWERS TO WRITTEN QUESTIONS

The deadline for questions is March 31, 2020 at noon. Answers to written questions about the proposals will be provided by noon April 3, 2020.

2.4 SCOPE OF TERMS AND CONDITIONS

The general terms and conditions listed in the Subcontract for Couse Creek Fish Passage at Blue Mt Station Rd Assess & Design Project (Attachment A) shall govern any Agreements ensuing from this RFP.

The WWBWC prefers to use the terms and conditions in our Agreement, but will consider requested changes.
2.5 **Award of Contract**
Agreements may be negotiated with Respondents whose proposal is determined to be most responsive to the WWBWC’s needs and most advantageous to the WWBWC as solely determined by the WWBWC.

Award of an Agreement may be made without discussion after proposals are received. Proposals should, therefore, be submitted initially on the most favorable terms of qualifications and technical experience. The WWBWC reserves the right to reject any or all proposals.

2.6 **Agreement**
The WWBWC does not guarantee that it will request any or all services covered by the Agreement. Issuance of an Agreement will not give rise to a claim by Respondent for entering into such Agreement including, but not limited to, claims for anticipated profits or compensation for overhead or other related costs.

Award of an Agreement does not establish an exclusive agreement with the Respondent. The WWBWC reserves the right to obtain services from other sources.

2.7 **Respondent Responsible for Proposal Costs**
The WWBWC is not liable for any cost incurred by any Respondent associated with the preparation of a proposal or the negotiation of an Agreement for services prior to the issuance of an Agreement. Respondent is responsible for costs associated with responding to the RFP including costs related to site visit(s) and estimate preparation(s) for work authorized under the Agreement.

2.8 **Economy of Proposals**
Respondent must submit a complete and concise response to the RFP, which will be retained by the WWBWC. Proposals should be prepared simply and economically, while providing complete details of the Respondent’s abilities to meet the requirements of the RFP.

2.9 **Proposal Binding**
Respondents are advised that proposals shall be binding upon the Respondent for fifteen (15) days from the proposal due date. A Respondent may withdraw or modify their proposal any time prior to the proposal due date by a written signed request.

2.10 **Notification**
Each Respondent submitting a proposal will be notified by email by the WWBWC as to acceptance or rejection of their proposal by **noon April 30**. The WWBWC may delay this action if it is deemed in the best interest of the WWBWC.

2.11 **Right to Reject Proposals and Negotiation**
The WWBWC reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all terms in the proposal, if it is deemed in the WWBWC’s best interest.

The WWBWC reserves the right to negotiate any and all elements of the proposal, if such action is deemed to be in the best interest of the WWBWC.

2.12 **Construction Wage Rate Requirements (Davis-Bacon Act)**
This project is funded with federal (Bonneville Power Administration) funds. All employees of the prime contractor or subcontractor(s) shall be paid wages as per Construction Wage Rate Requirements (Davis-Bacon) rules and regulations.
SECTION 3: PROPOSAL CONTENT AND SELECTION PROCESS

3.1 GENERAL SUBMITTAL REQUIREMENTS
The following submittal requirements must be satisfied for each section of this RFP. The information will be used as the basis for selection.

3.2 PROPOSAL FORMAT
The proposal format shall be as follows:

Font Size – The font size for text pages shall be no smaller than 10 point. The overall proposal presentation must be legible. Illegible proposals will not be considered.

Cover Letter – One (1) page maximum. Page must be 8.5” x 11”.

Table of Contents – Provide an indication of the subsequent sections.

Company Background – One (1) page maximum. Page must be 8.5” x 11”. At a minimum provide information relative to your company including a short description of the company.

Price Proposal (Bid for the Couse Creek Fish Passage at Blue Mt Station Rd Assess & Design Project) – Provide a bid for the design work including estimated start and completion dates and a detailed budget. Please note that all Phase 1 work for this project must be completed by noon October 31, 2020 (end of Fiscal Year 2020). Phase 2 consultation related tasks are to be completed during the first half of Fiscal Year 2021 to allow adequate time for permitting processes to approve construction work planned for the July-September 2021 in stream work period. Construction related tasks are planned for the second half of Fiscal Year 2021 (through October 31, 2021). See Scope of Work for further details.

Terms and Conditions – There is no page limit but pages must be 8.5” x 11”. Respondents shall identify questions or suggested changes to the Terms and Conditions of the Subcontract for Couse Creek Fish Passage at Blue Mt Station Rd Assess & Design Project (Attachment A) should they be chosen by the WWBWC.

3.3 PRICE PROPOSAL
Provide Respondent company’s billing structure, including labor rate structures by staff categories and other non-labor rates (e.g. equipment rates, etc). The rate table must provide information on all proposed mark-ups and fees, and will be incorporated into a selected company’s Subcontract for Couse Creek Fish Passage at Blue Mt Station Rd Assess & Design Project (Attachment A).

3.4 SELECTION PROCESS
The review team will score proposals in a weighted manner based upon the following categories; related experience (35%), strategic approach (35%), and total cost (30%).

3.5 PROTEST OF TENTATIVE AWARD SELECTION
A notification of tentative award to the selected Contractor will be e-mailed to all Contractors that submitted a Proposal in response to this RFP. A Contractor who claims to have been adversely affected by the selection of a competing Contractor shall have two calendar days after receiving the notice of tentative selection to submit a written protest of the selection to the RFP. The WWBWC will not consider protests submitted after the date established. The protest must specify the grounds upon which the Protest is based.
### 3.6 REQUEST FOR PROPOSAL SCHEDULE

The RFP Schedule is tentatively set as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>2020 Noon Pacific Time Deadlines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>March 16</td>
</tr>
<tr>
<td>Site Visit</td>
<td>March 30, noon, WWBWC office*</td>
</tr>
<tr>
<td>Written Questions Due</td>
<td>March 31, noon</td>
</tr>
<tr>
<td>Responses to Questions</td>
<td>April 3, noon</td>
</tr>
<tr>
<td>Addendum to RFP (if needed)</td>
<td>April 6, noon</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>April 27, noon</td>
</tr>
<tr>
<td>Notification of Bid Award</td>
<td>April 28-30, noon</td>
</tr>
</tbody>
</table>

*Site Visit is mandatory so that prospective bidders gain a better understanding of site conditions and receive clarification of RFP content. Participants meet at WWBWC office (810 South Main St. Milton-Freewater, OR), noon Pacific Time before going afield to the project site.

### ATTACHMENT A – DRAFT SUBCONTRACT

**SUBCONTRACT for the Couse Creek Fish Passage at Blue Mt Station Rd Assess & Design Project**

This subcontract is dated as of **DATE** and is between the Walla Walla Basin Watershed Council (the "WWBWC"), and **COMPANY NAME** (the "CONTRACTOR").

1. **Agreement**

1.1 Scope of Work. The CONTRACTOR agrees to perform the services ("Services") as described and detailed in the attached Bid Schedule and Engineered Plans.

1.2 Payment. The WWBWC agrees to pay the CONTRACTOR in accordance with the terms in Schedule B. Payment for Services is limited to a maximum of **BID AWARD**.

1.3 Term. This agreement commences on the date this agreement is authorized by both parties and terminates on **October 31, 2020 (Phase 1)** & **October 31, 2021 (Phase 2)**, unless otherwise noted.

1.4 Designated Contact. The representative for the WWBWC is **Brian Wolcott**. The representative for the CONTRACTOR is **NAME**.

2. **Personnel**

2.1 Independent Contractor. The CONTRACTOR agrees to employ, at its own expense, all personnel reasonably necessary to perform the Services required by this agreement. These personnel are not employees of the WWBWC. The CONTRACTOR shall ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, state, or federal laws. The CONTRACTOR is not an agent or employee of the WWBWC. The CONTRACTOR and the WWBWC are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

2.2 Work performed under this contract is subject to Federal Prevailing Wage guidelines. Contractor ensures that employees will be compensated per Federal Prevailing Wage rules and guidelines.

2.3 Subcontractors. The CONTRACTOR shall obtain written approval from the WWBWC before hiring a subcontractor.

3. **Representations and Warranties**

3.1 Professional Work. The CONTRACTOR shall perform Services in a professional, thorough, and skillful manner consistent with their profession’s standards in the Pacific Northwest region.

3.2 Compliance with Laws. The CONTRACTOR shall comply with all applicable tribal, state, local, and federal laws. The CONTRACTOR represents that it has reviewed, and is familiar with, all laws relevant to the performance of Services under this agreement.

3.3 Safety. The CONTRACTOR shall perform all work in a safe manner.

3.4 Broad Protection. All representations and warranties are to be interpreted expansively to afford the broadest protection available to the WWBWC.

4. **INDEMNIFICATION**

4.1 INDEMNIFICATION. THE CONTRACTOR SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE WWBWC AND ITS OFFICERS, EMPLOYEES, AND AGENTS (THE "INDEMNIFIED PARTIES") AGAINST ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, COSTS OR EXPENSES,
INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (COLLECTIVELY, “CLAIM”) THAT ARE BROUGHT AGAINST THE INDEMNIFIED PARTIES ARISING OUT OF OR RELATED TO (1) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS RELATED TO THIS AGREEMENT, (2) ANY ACT OR OMISSION BY THE CONTRACTOR THAT CONSTITUTES A NON-TRIVIAL (FROM THE PERSPECTIVE OF A REASONABLE PERSON IN THE POSITION OF THE INDEMNIFIED PARTIES) BREACH OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY MISREPRESENTATION OR BREACH OF WARRANTY, OR (3) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT ARISING FROM DELIVERY, USE, OR PERFORMANCE OF THE SERVICES. THIS DUTY INCLUDES COSTS INCURRED BY THE INDEMNIFIED PARTIES IN ASSUMING THEIR OWN DEFENSE. THE CONTRACTOR’S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (1) THE NEGLIGENT OR INTENTIONAL MISCONDUCT OF AN INDEMNIFIED PARTY, OR (2) THE WWBWC MODIFICATION OF GOODS WITHOUT THE CONTRACTOR’S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USE OF THOSE GOODS.

4.2 WRITTEN AUTHORIZATION. ANY LEGAL COUNSEL PURPORTING TO REPRESENT THE INTERESTS OF AN INDEMNIFIED PARTY SHALL FIRST OBTAIN WRITTEN AUTHORIZATION FROM THE WWBWC LEAD ATTORNEY. THE WWBWC, THROUGH ITS LEGAL COUNSEL, MAY ASSUME THE DEFENSE OF AN INDEMNIFIED PARTY AT ANY TIME WHEN IT DETERMINES IN ITS SOLE DISCRETION THAT (1) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (2) COUNSEL’S REPRESENTATION IS INADEQUATE; (3) IMPORTANT WWBWC INTERESTS ARE AT STAKE; OR (4) IT IS IN THE BEST INTEREST OF AN INDEMNIFIED PARTY.

5. Work Product

5.1 Definition. “Work Product” means any work papers, reports, information, drawings, or internal memoranda of any kind, including photographs, and any written or graphic material, or other materials, however produced, prepared by, collected, generated, or created by the CONTRACTOR in connection with the performance of its Services.

5.2 The Walla Walla Basin Watershed Council owns all Work Product.

5.3 Confidential. All Work Product is confidential and the CONTRACTOR shall maintain that confidentiality.

5.4 Authorization. The CONTRACTOR shall not disclose any Work Product without prior written authorization from the WWBWC.

5.5 Employees. The CONTRACTOR shall only disclose Work Product to employees when necessary to perform the Services. The CONTRACTOR shall require all employees to maintain the Work Product’s confidentiality.

5.6 Return of Work Product. The CONTRACTOR shall promptly deliver all Work Product to the WWBWC upon completion of the Services or termination of this agreement.

6. Insurance [Check the appropriate box]

6.1 Whether Required. Insurance [X] IS [ ] IS NOT required. If unchecked, insurance is required.

6.2 Generally. If insurance is required under this agreement, the CONTRACTOR shall maintain the following insurance, naming the Walla Walla Basin Watershed Council as an additional insured:

(a) Commercial General Liability Insurance in the amount of one million dollars each occurrence and two million dollars aggregate.

(b) Commercial Automobile Liability Insurance in an amount equal to the greater of (1) one million dollars for all vehicles used in performance of the Services or (2) any other amount required by applicable law.

(c) Worker’s Compensation Insurance, Disability Benefits Insurance and any insurance required by applicable law.

6.3 Delivery of Certificates. If insurance is required, the CONTRACTOR shall deliver certificates of insurance showing the foregoing insurance coverage within 10 days of the start of work.

6.4 No Subrogation. The CONTRACTOR waives all subrogation rights against the WWBWC and any of its contractors, subcontracts, agents, officers, employees, or companies.

7. Termination

7.1 For Convenience. Either party may terminate this agreement by giving to the other party 10 days’ prior written notice. The notice shall specify the effective date of termination. Termination will not alter payment terms or give rise to any equitable claim for reimbursement.

7.2 Breach of Agreement. The WWBWC may immediately terminate this agreement by written notice following a breach by the CONTRACTOR.

8. General Terms

8.1 Choice of Law. The laws of the State of Oregon govern this agreement.

8.2 Severability. Any provision of this agreement held to be unenforceable will not affect the enforceability of any other provision.

8.3 Terminology. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation to”. The word “or” is not exclusive. Headings are provided for convenience and do not affect meaning. Any reference to a time of day is to the time in Milton-Freewater, Oregon.

8.4 Notices. Notices must be in writing. Delivery occurs when the other party receives notice through certified mail or a reputable overnight courier. Representative addresses are as follows:

The WWBWC:

Attn: Brian Wolcott
810 South Main St.
Milton-Freewater, OR 97862
brian.wolcott@wwbwc.org
Telephone: 541-938-2170 Facsimile: 541-938-2170

The CONTRACTOR:

COMPANY NAME & ADDRESS

8.5 Entire Agreement. This agreement supersedes all prior or contemporaneous oral or written agreements between the parties.

8.6 Amendments. No change, amendment or modification of this agreement is valid unless it is in writing and executed by all parties.

8.7 Assignment. This agreement is not assignable by the CONTRACTOR and binds any successor.
8.8 Survival. The requirement of Section 3, 4, and 5 survive termination of this agreement.

8.9 No general Waiver. The waiver or failure to enforce, insist upon, or comply with any term in this agreement does not constitute a general waiver or relinquishment of that term.

This agreement is signed as of the date stated in the introductory clause and may be executed in counterpart of by facsimile.

Walla Walla Basin Watershed Council

By: ____________________________
Brian Wolcott, Executive Director

Company Name

By: ____________________________
CONTRACTOR

**SCHEDULE A: SCOPE OF WORK**

1. **BACKGROUND**

Couse Creek is a tributary of the Walla Walla River just upstream from Milton-Freewater, and is currently used by steelhead, spring Chinook salmon, redband trout, and occasionally bull trout. Recent restoration investments in Couse Creek have included fish passage work at the confluence of Couse Creek with the Walla Walla River, and at the Konen rock quarry culvert replacement bridge. Fish habitat investments have also occurred along the Shumway-Banks property.

There is one other fish passage issue on Couse Creek that was identified during the WWBWC Couse Creek Assessment. Just upstream of the Blue Mountain Station Road bridge and 3 miles upstream from the confluence with the Walla Walla River, there is a three foot, vertical concrete structure that is a fish passage issue for adult steelhead seeking their spawning areas. There are over seven miles of suitable spawning areas upstream of this site.

An assessment, survey, and design work is needed to develop alternatives to be reviewed by the property owner in addition to local and regional fisheries co-managers from ODFW, NOAA Fisheries, CTUIR, and BPA. A preferred alternative can then be selected. Once a selection has been made, an initial design and then a final design can be developed based on input from the fish agencies. BPA funds would cover the costs of site assessment, surveying, modeling hydraulics, and hydrology, and initial project design work, with technical support provided by ODFW and CTUIR fisheries staff and the WWBWC.

Couse Creek was described in the Walla Walla Subbasin Plan EDT analysis as a Priority Protection Area. The Walla Walla Subbasin Plan identifies addressing fish passage barriers as a priority action.

1.1 **SCOPE OF THE RFP**

This RFP provides the specific services to be contracted as well as information concerning the preparation and submittal of proposals, an explanation of how proposals will be evaluated, and terms/ & conditions of the contract that may be awarded as a result of the RFP.

The engineering for this project will go through a formal bid process. The engineering contract will be awarded based on cost and qualifications. While WWBWC always strives to award contracts to the lowest bid, contractor qualifications will be a consideration.

The products from this contract should include development of a complete design surface for the Couse Creek Fish Passage at Blue Mt Station Rd Assess & Design Project including completion of a channel profile and topographic survey. The design needs to be
process-based and consider fish passage and habitat restoration possibilities within the floodplain and active channel given existing on-site hydrologic, geomorphologic, and land management constraints with respect to watershed influence and river management constraints on potential restoration activities through the entire project area. The contractor shall include specification drawings, schematics, detailed project design and representations of expected changes in habitat quality and quantity for summer steelhead-rainbow trout, bull trout and Chinook salmon. The contractor will be expected to review, analyze and incorporate existing data and collect other data as necessary for describing and predicting specific hydrologic conditions related to floodplain connectivity, water quality, channel morphology, sediment routing, aquatic habitat, and riparian and upland vegetation.

The contractor will be expected to collect and analyze the data necessary for describing and predicting changes to the project area before and after restoration. This will include specific hydrologic conditions and channel function within the watershed and project area related to floodplain connectivity, water quality, channel morphology, sediment routing, aquatic habitat, and riparian and upland vegetation. Proper assessment of existing and historical site conditions needs to be adequately described by the contractor to help inform the planning team in their decision making. This includes hard and digital copies of specification drawings, schematics, detailed project design and representations of expected changes in physical floodplain and channel improvements and water quality as well as ecological benefits to habitat availability to steelhead, bull trout and Chinook salmon.

The design should recognize restoration opportunities on private land ownership, but should not assume private land owners participation until proper arrangements with the landowner have been made. Once private landowners have been contacted and have given approval to proceed, communication with these landowners will be imperative through all phases of the restoration process by any terms necessary (in person meetings, printed pamphlets, and maps) to inform the effected landowners of restoration opportunities on their lands.

The completed product is to include an itemized cost for the design firm's involvement during final design and implementation, including oversight during the instream work period. Cost itemization should include; public and private landowner meetings to review alternatives and design phases; development of documents for permitting, technical review and input, environmental compliance, project monitoring plans, construction and project sequencing, and implementation compliance to ensure work is completed as outlined in the final design. The construction contract for implementation efforts shall be led by WWBWC. The Contractor shall provide an estimated cost of construction and associated quantities necessary for permitting all aspects of the project as part of the final designs. Adherence to the most recent version of the BPA HIP permitting process is required due to funding source and therefore should drive design development.

The design process will be conducted using a 2 phased approach, over 2 Fiscal years. During Fiscal Year 2020 (ends October 31, 2020), multiple Phase 1 alternatives will be reviewed by landowners and basin partners at the 15% level to select the preferred alternative to be advanced to the 30% level. Input from cooperating interests will be formulated into designs at each level to assure designs are ultimately approved for permitting etc. During Fiscal Year 2021 (November 1, 2020-October 31, 2021), Phase 2 involves advancing designs to the 50% & 80% level for peer review and acceptance. Ultimately, a final design will be completed and approved during the first half of Fiscal Year 2021 to allow adequate time for permitting approval towards implementation during the instream
work period (July 1-September 30), 2021. Construction related tasks shall occur during the second half of Fiscal Year 2021 and will terminate upon fulfillment of deliverables as determined by WWBWC on or before October 31, 2021.

2.0 DESIGN SPECS FOR IMPLEMENTATION

2.1 Required Equipment Standards:
A. Spill Kits (including rag pads and booms) will be required on site at all times.
B. Equipment will be free of leaks and in good operating condition.

2.2 Minimum Equipment Specifications:
Proposed equipment quantities and specifications are the responsibility of the Contractor in meeting the project construction and timelines as outlined on the Drawings.

2.3 Materials and Services Furnished by the Contractor:
The Contractor must supply all equipment and experienced operators necessary to complete the work specified in the contract. In addition the contractor must furnish and cover:
A. All costs of equipment, operation, and transportation.
B. An experienced work crew and a qualified supervisor for crew.
C. All required safety equipment and training for crew members in use of tools.
D. Designated representative to supervise contract operations and represent Contractor.

2.4 Oil and Fuel Spill Prevention
The contractor will be allowed to fuel, lubricate and perform minor maintenance activities to trucks or other heavy machinery at the project site. However these activities must not occur within a distance of 300 feet of any water body or stream in the vicinity of the project site. Equipment must be in good working condition, free from leaks in hydraulic, fuel and power systems and clean enough to allow for close inspection of these systems. The WWBWC reserves the right to reflect any equipment that does not meet these conditions.

2.4.2 Fire Prevention and Control
The contractor shall be responsible for fighting his/her own fire(s). The contractor, acting independently, shall immediately extinguish without expense to the WWBWC or the landowner, all fires on or in the vicinity of the project site, which are caused by the contractor or the contractors’ employees, whether set directly or indirectly as a result of the work on the project. The contractor may be held liable for damages resulting from fires set or caused by the contractor’s employees or resulting from operation of this contract. If the amount and character of labor, subsistence, supplies and transportation which the contractor is in a position to furnish promptly for fire suppression prove inadequate, the WWBWC or a designated agent is authorized to procure such items and services as may be deemed necessary and charge to the contractor.

2.4.3 Regulations and Permits
The contractor shall, without additional expense to the WWBWC, be responsible for complying with any Federal and State Laws, Codes, and Regulations applicable to the performance of the work.

2.4.4 Contractor Bonding, Liability, Licensing and Insurance Requirements:
The contractor shall be held responsible for all damages to persons or property that occur as a result of the contractors’ fault of negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The WWBWC will be responsible for providing liability and workers compensation insurance for its employees when they are on the work site.

2.5 Site Maintenance
The CONTRACTOR shall dispose of all refuse created by the Contractor’s activities and such refuse shall be hauled off of the project area and disposed of in a lawful manner.

2.6 Point of Hire and Release
Project point of hire and release shall be at the project site.
2.7 Acceptance of Work
Acceptance of work will be determined by a 100% inspection of the work by the WWBWC. Nonconformance with any specification will classify the work as unsatisfactory, and rework will be required to bring the work up to the standards negotiated and agreed upon in the contract agreement. The contractor shall maintain a complete copy of the contract and specifications available on-site at all times, for use by the contractor and the contractor’s employees, and to provide for reference in discussions with WWBWC personnel.

2.8 Payment
One lump sum request for payment may be submitted to the WWBWC upon successful completion of the project. The Contractor shall contact the WWBWC to request final inspection of work for payment. The WWBWC will make payment within 30-60 days of receipt of an invoice following a final inspection that approves all work.

2.9 Use of Premises
No camping will be allowed on the project site. The project area shall be cleared of all non-forest debris resulting from contractor’s operation as required by the WWBWC prior to final payment being received.

2.10 Davis-Bacon Act Wage Rates (10-13)
This project is funded with Federal funds. All employees of the prime contractor or subcontractor(s) shall be paid wages as per Davis-Bacon Act. It is the responsibility of the contractor to determine applicable wage determinations (www.wdol.gov/dba.aspx).

3.0 OTHER CONTRACT INFORMATION

3.1 Project design work initiation is estimated to begin around May 1, 2020. Project construction target date is July 1-September 30, 2021. As-built reporting will be the final deliverable for contracted services and has to be approved by WWBWC on or before noon October 31, 2021.

3.2 Contractor can begin work upon the signature of all parties on this document.

3.3 Once work is commenced, project work shall be ongoing. Work shall commence on a Monday-Friday schedule unless prior arrangements are made with the WWBWC. Any delay in daily production will be discussed and agreed upon through the WWBWC.
SCHEDULE B: PAYMENT

I. PAYMENT TERMS.

The WWBWC shall reimburse the CONTRACTOR according to the following terms, which amount is limited to a maximum of SBID AWARD.

II. PAYMENT PROCEDURES.
A. CONTRACTOR shall submit invoices monthly for reimbursement. The final invoice must be received within fifteen (15) days of project completion.
B. Invoices must conspicuously indicate they are for the Couse Creek Fish Passage at Blue Mt Station Rd Assess & Design Project.
C. Invoices must be complete and accurate to qualify for reimbursement.
D. CONTRACTOR must submit an original vendor invoice along with the CONTRACTOR invoice for all items listed under capital equipment and project materials for reimbursement. CONTRACTOR Invoice reimbursement shall not exceed contracted cost.
E. Invoices must clearly state the dates of service that are being billed.
F. The WWBWC will reimburse the CONTRACTOR for correctly submitted invoices within thirty-five (35) days of receipt.
G. Invoices needing correction will be reimbursed within thirty-five (35) days of receipt of the corrected invoice.
H. Payment on disputed invoices will be delayed until the dispute has been resolved to the WWBWC satisfaction.