



Walla Walla Basin Watershed Council – 810 S. Main St. – Milton-Freewater, OR 97862 – 541-938-2170
www.wwbwc.org

Request for Proposals (RFP) Updated & Extended

North Fork Walla Walla River (NFWWR) River Mile (RM) 4.3-5.2

Floodplain Restoration Construction Project

Walla Walla Basin Watershed Council (WWBWC)

Date: May 10, 2024

Request for Proposal Deadline: noon May 23, 2024.

The WWBWC is in need of an agreement for implementing restoration designs for the NFWWR, RM 4.4-5.2. Designs are currently at the 80% level and are provided on the WWBWC website under Contractor Information. Further details are described in Sections 1.4 & 3.2, and the Scope of Work.

Construction to be completed during instream work window (July-September), 2024

Probable extension of work window; October & November of 2024 or phased 2025

Anticipated start date Mid-August, early September based upon funding & permitting

Work beyond ordinary high water mark may be done beyond instream window

Permitting and funding may ultimately dictate timing and specific project actions

This Request for Proposal provides prospective respondents with information to submit proposal requirements for the NFWWR RM 4.3-5.2 Restoration Construction 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 sub-contractors must abide by Davis-Bacon wages and rules.

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SECTION 1: INTRODUCTION AND BACKGROUND

A formal proposal and bid process will be conducted to award a design team and will be based upon availability, performance, cost, strategic approach, and qualifications/related experience.

1.1 REQUEST FOR PROPOSALS

This RFP contains instructions for proposals submitted, and the required content to be eligible.

Any requests for clarification or additional information regarding submission of this RFP shall be submitted **in writing** via email to both eric.hoverson@wwbwc.org and rfp@wwbwc.org. Written requests for interpretation shall be received by the WWBWC on or before **noon, May 16**.

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 to be received by **noon May 23**, via email to both eric.hoverson@wwbwc.org & 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 to:

Walla Walla Basin Watershed Council Attention: Eric Hoverson, Watershed Restoration Specialist
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 to meet the deadline as postmarked does **NOT** qualify as being received by the due date.
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. 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

The project location covered in this RFP encompasses a 0.9-mile section of the NFWWR from RM 4.3-5.2. The entire boundary of the project is located on private land from the end of the paved NFWWR Road and behind a locked gate. Implementation of the instream project components are scheduled to occur during the designated July-September work window in 2024, with likely extension granted into portions of October and November due to the absence of adult chinook salmon spawning in the NFWWR and discussions with ODFW. It is expected that construction will initiate around September 1, 2024 due to permitting and funding. Ideally, completing all work tasks in 2024 is preferred. Conducting work as a phased approach is possible during 2024 and 2025. Priorities would be addressed in 2024, and completion of tasks of lesser importance in 2025 within the designated work windows. Landowners prefer that construction be paused October 7-18 and November 1-19 to accommodate the family's traditional hunting season.

Negotiation of work continuance without disruption may be possible with adherence to stipulations such as assuring road access for landowners is open continuously without delay during designated hunting season dates. Tree planting is to occur following the completion of in-stream implementation as the weather cools and plants become more dormant and thus have better survival potential. The 0.9-mile restoration area is a phase of a 5-year restoration effort planned to address 5.2-miles of the NFWWR to RM 8.8 near the confluence with Little Meadow Creek (Figures 1 & 2). Prior phases were completed successfully in 2022 by reconnecting 15 springs and in 2023 when RM 3.6-4.3 was finished. Ultimately, rate of project advancement and timelines may be determined by funding status and permitting details. Aerial imagery of the project areas is shown in Figure 2. Site conditions at the downstream and upstream boundaries are shown as Figures 3-5.

Figure 1. Locations of the overall 5.2-mile, 5-year, project areas of the NFWWR, RM 4.3-5.2 within.

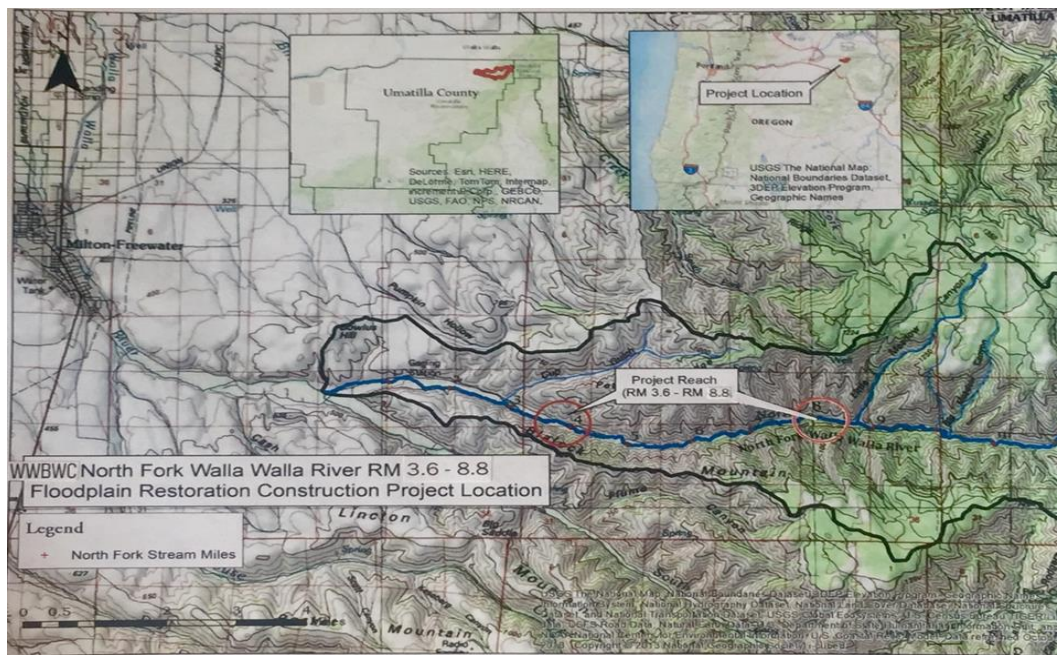


Figure 2. Project topography of the 5.2-mile project area of the NFWWR, RM 4.3-5.2 within.



Figure 3. ELJ channel splitter installed in 2023 near RM 4.3 at transition boundary between phases.



Figure 4. Conditions in the most downstream portion of the restoration area near RM 4.3.



Figure 5. Conditions in the most upstream portion of project site near RM 5.2.



Significant alteration of the stream channel occurred during the floods of February and May of 2020 as shown in Figures 6-9. A road network was repaired and reconstructed by combination of landowner representation as well as a spring connectivity project sponsored by the WWBWC in the Fall 2022 over the most of the 5.2-mile project length and provides improved access to perform the duties of this RFP. Some road maintenance work may be necessary to mobilize to the worksite if it was subject to additional high waters. Road alteration work for safe passage of heavy equipment such as widening etc., may be necessary, as well as turnarounds. The road must be passable at all times for uninterrupted landowner access. Access paths to the river will be constructed with minimal detriment to riparian vegetation at locations specified in 80% design package. Much planning and execution of incremental dewatering to minimize effects on fish health and water quality via turbidity-control measures will be a point of emphasis to remain within standards. Restoration of degraded habitats with the OHWM will begin during the instream work period of July 1-September 30, 2023 and occur on an annual basis until the project is completed. Additional work in the riparian and floodplain beyond the OHWM may occur if environmental conditions etc. dictate potential improvements of tree survival etc. or if beneficial to both the WWBWC and Contractor in regard to scheduling. Successful implementation of RM 3.6-4.3 was complete in 2023 as shown in Figures 10-14. RM 4.3-5.2 design scheme is shown in Figure 15. Tables 1 & 2 show removal fill quantities.

Figure 6. Pre and post flood of 2020 conditions in the downstream portion of project area.

North Fork Walla Walla River (RM 5.3)

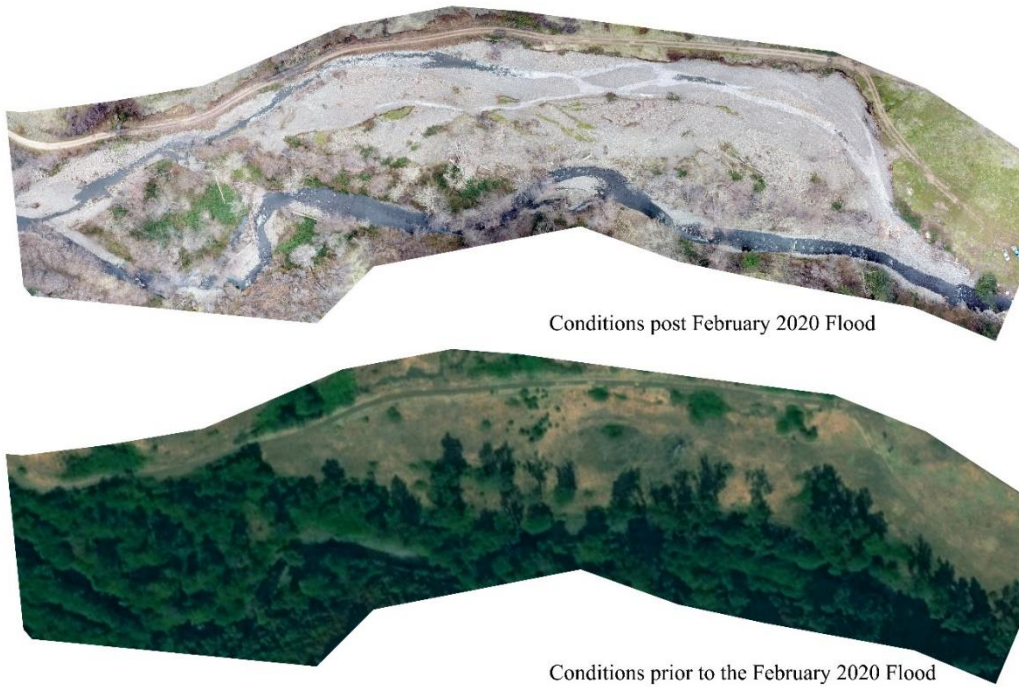


Figure 7. Typical riverine conditions in the RM 4.3-5.2 treatment reach.



Figure 8. Flood effects & levee response with subsequent impacts to riparian downstream of RM 4.3



Figure 9. Flood effects & levee response with subsequent floodplain impacts upstream of RM 5.2.



Figure 10. Typical bank treatment identified in design plans.



Figure 11. Channel splitter techniques successfully implemented.



Figure 12. Overhead cover via protruding root wads in treatment reach.



Figure 14. Willow trenching is a part of design specs to be performed cooperatively with WWBWC.



Contractors will be expected to describe in proposals how they will implement the RM 4.3-5.2 designs, currently at the 80% level, which are available via the WWBWC website under Projects/ Contractor information/Construction requests. General in river design strategies are shown in Figures 9-11. Tables 1 & 2 outline the specific removal fill quantities and type of structures and overall total for the RM 4.3-5.2 project to be implemented. Cost estimates should be provided for each category in Contractor proposals.

Figure 15. General designs for the most downstream portion of the 0.8-mile project reach.

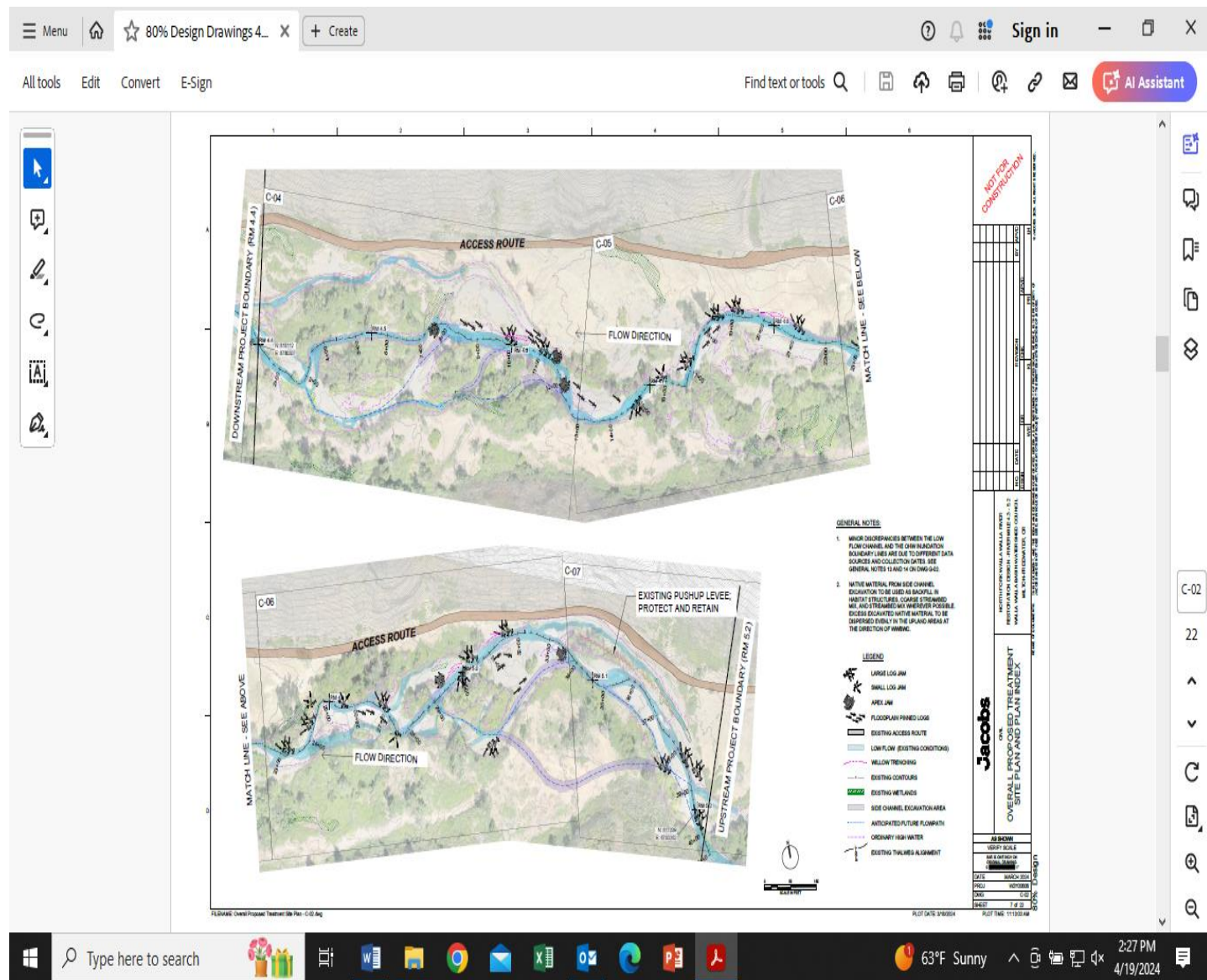


Table 1. General elements & removal fill quantities, structure type associated with RM 4.3-5.2 project.

North Fork Walla Walla River RM 4.4-5.2 Restoration Removal Fill Quantities			
Description	Unit	Quantity	Total Quantity
LARGE WOOD JAM TYPE 1	EACH	14	
LOG TYPE E (40' X 2', ROOT WAD)	EACH	6	84
LOG PILE (15' X 2', NO ROOT)	EACH	9	126
RACKING WOOD	EACH	30	420
SLASH	CY	16	224
HABITAT BOULDER (4-MAN)	EACH	12	168
LIVE CUTTINGS	EACH	10	140
EARTHWORK	CY	11	149
LARGE WOOD JAM TYPE 2	EACH	4	
LOG TYPE E (40' X 2', ROOT WAD)	EACH	6	24
RACKING WOOD	EACH	30	120
SLASH	CY	16	64
HABITAT BOULDER (4-MAN)	EACH	12	48
LIVE CUTTINGS	EACH	10	40
EARTHWORK	CY	11	43
SMALL WOOD JAM	EACH	4	
LOG TYPE E (40' X 2', ROOT WAD)	EACH	3	12
RACKING WOOD	EACH	15	60
SLASH	CY	8	32
HABITAT BOULDER (4-MAN)	EACH	6	24
LIVE CUTTINGS	EACH	5	20
EARTHWORK	CY	5	21
APEX JAMS	EACH	5	
LOG TYPE F (25' X 2', NO ROOT)	EACH	1	5
LOG TYPE B (25' X 2', ROOT WAD)	EACH	2	10
LOG TYPE G (30' X 2', NO ROOT)	EACH	1	5
LOG TYPE C (30' X 2', ROOT WAD)	EACH	2	10
LOG TYPE D (35' X 2', ROOT WAD)	EACH	2	10
RACKING WOOD	EACH	30	150
SLASH	CY	32	160
LOG PILE (15' X 2', NO ROOT)	EACH	16	80
HABITAT BOULDER (4-MAN)	EACH	16	80
LIVE CUTTINGS	EACH	10	50
EARTHWORK	CY	27	133
WILLOW TRENCHES	EACH	30	
EARTHWORK	CY	25	750
LIVE CUTTINGS	EACH	90	2,700
FLOODPLAIN PINNED LOGS	EACH	22	
LOG TYPE D (35' X 2', ROOT WAD)	EACH	1	22
LOG PILE (15' X 2', NO ROOT)	EACH	2	44
SLASH	EACH	3	66
LIVE CUTTINGS	EACH	2	44
RACKING WOOD	EACH	6	132
SIDE CHANNEL INLET EXCAVATION	CUBIC YARDS	1	
EARTHWORK	CY	391	391
SIDE CHANNEL EXCAVATION		1	
EARTHWORK	CY	832	832
COARSE STREAMBED MIX	CY	550	550
SAND LIFTS	CY	75	75
STREAMBED MIX	CY	300	300

Table 2. Overall summary removal fill quantities & specs required to complete RM 4.3-5.2 project.

TOTAL			
LOG TYPE B (25' X 2', ROOT WAD)	EACH	-	10
LOG TYPE C (30' X 2', ROOT WAD)	EACH	-	10
LOG TYPE D (35' X 2', ROOT WAD)	EACH	-	32
LOG TYPE E (40' X 2', ROOT WAD)	EACH	-	120
LOG TYPE F (25' X 2', NO ROOT)	EACH	-	5
LOG TYPE G (30' X 2', NO ROOT)	EACH	-	5
LOG PILE (15' X 2', NO ROOT)	EACH	-	250
RACKING WOOD	EACH	-	882
SLASH	CY	-	546
LIVE CUTTINGS	EACH	-	2,994
HABITAT BOULDER (4-MAN)	EACH	-	320
EARTHWORK	CY	-	2,320
COARSE STREAMBED MIX	CY	-	550
SAND LIFTS	CY	-	75
STREAMBED MIX	CY	-	300
Estimate based on elements shown in DRAFT 80% design drawings			
Type 1&2 Jams: excavate scour pool 4' deep, 1:1 slope, 6' width, channel 20' wide			
Apex Jams: Excavate scour pool 4' deep, 1:1 slope, 6' width in channel 30' wide			
Tree cuttings WWBWC supply, hand planted trenches/holes dug by contractor			

Physical staking not required if track hoes are equipped with GPS.

Conifers are to be used to fulfill specs, no specific species required.

Water for fire control and dust suppression may be sourced on site.

No as-built required. WWBWC staff will be on site daily, not design team.

Contractor must provide ample staff daily to conduct machine operation and ground duty.

GPS data is available through the WWBWC and engineer design team for use in track hoes.

All tree planting labor & materials provided by WWBWC except for excavator providing trenching.

Contractor responsible to obtain and pay for DEQ 1200-C Storm water permit, WWBWC all others.

WWBWC staff conduct turbidity monitoring & reporting, contractor provides/operates equipment.

Excavated materials not to be hauled off-site, but rather used as fill at strategic locations of project.

WWBWC conducts fish related relocation and directs flow management for fish health preservation.

Pilings to be set to specified design depths or if less, to maximum depth possible due to bedrock etc.

Boulder and tree acquisition, supply, delivery (can occur early) and install performed by contractor.

Design specifications available WWBWC website as Projects/Contractor info/Construction request.

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 **NFWWR RM 4.3-5.2 Restoration Construction 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

Questions and discussions may necessitate an 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 May 20**. Respondents are responsible to check online prior to submission of their proposal.

2.3 ANSWERS TO WRITTEN QUESTIONS

The deadline for questions is **noon, May 16**. Answers to questions will be provided by email to prospective bidders by **noon, May 20**.

2.4 SCOPE OF TERMS AND CONDITIONS

The general terms and conditions listed in the **NFWWR RM 4.3-5.2 Restoration Construction 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 and advantageous to the WWBWC's needs as solely determined by the WWBWC. Award of an Agreement may be made without interpretive discussion between the WWBWC and Respondent after proposals are received. 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 on May 24**. The WWBWC may delay this action if it is deemed in the best interest of the WWBWC. **Negotiation of conditions of a mutually agreed contract with the selected entity will initiate upon selection. Inability to mutually agree on terms will result in default to the runner up bidder or extension of timelines and re-advertisement of the RFP.**

2.11 RIGHT TO REJECT PROPOSALS AND NEGOTIATION

The WWBWC reserves the right to reject any and all proposals and waive any formality in proposals received, to accept or reject any or all terms in the proposal, if 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 requirements must be satisfied for each RFP section for use as the basis for selection.

3.2 PROPOSAL FORMAT

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. Any subcontractors must be specifically identified by name in the proposal package.

Price Proposal Bid – Provide a detailed budget for restoration construction activities required to build the project to spec according to the 80% designs which have been provided to perspective bidders. The bid can be negotiated with WWBWC prior to finalizing a contract and amended thereafter if agreed by both parties based upon budgets, timelines, environmental conditions, permit entities requests for addition information etc.

Terms and Conditions – There is no page limit. Pages must be 8.5” x 11”. Respondents shall identify changes to the Terms and Conditions (**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.

3.4 SELECTION PROCESS

The review team will score proposals in a weighted manner based on the following: past performance (40%), cost (20%), availability throughout work window (15%), strategic approach (15%), qualifications/experience (10%). Specific personnel to be performing the job duties must be outlined in the Contractors proposal. Any change in personnel must be approved by the WWBWC Project Manager in advance. Subcontractors must be specifically identified in the RFP. Any deviation from specifics provided in the prospective Contractors proposal must be pre-approved by the WWBWC Project Manager throughout the construction process and are to be considered as a recommendation and therefore subject to the decision of approval or rejection by WWBWC Project Manager.

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. 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 RFP selection if in disagreement. WWBWC will not consider protests submitted after the date established. The protest must specify the grounds on which Protest is based.

3.6 REQUEST FOR PROPOSAL SCHEDULE

<u>Task</u>	<u>Pacific Time Deadlines</u>
Field Tour, Highly Recommended	Upon Request
Written Questions Due	May 16, noon
Responses to Questions, Addendum	May 20, noon
Proposals Due	May 23, noon
Notification of Bid Award	May 24, noon

ATTACHMENT A – DRAFT SUBCONTRACT

SUBCONTRACT for the NF Walla Walla River Sam's-Rea Design

This subcontract is dated as of DATE between **Walla Walla Basin Watershed Council** ("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 Scope of Work.

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 at 5pm on December **31, 2024** unless otherwise noted. Additional contractual agreements will be developed for future restoration phases over an estimated 5 years of instream work over a 5.2-mile distance of the NFWWR, progressing in an upstream manner at a rate of approximately 1 mile per year.

1.4 Designated Contact. The representative for the WWBWC is Eric Hoverson. 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 an independent contractor. 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 broadest protection 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 its performance of the Services.

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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 Services. The CONTRACTOR is to require 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 ☒ IS ☐ IS NOT required. If unchecked, insurance is required.

6.2 Generally. If insurance is required under this agreement, 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, subcontractors, 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: Eric Hoverson
810 South Main St.
Milton-Freewater, OR 97862
eric.hoverson@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.

8.10 No Construction Against Drafter. Each party has participated in negotiating and drafting this agreement. If any ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being constructed against a party because it was responsible for drafting one or more provisions of this agreement.

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

Company Name

By: _____
Troy Baker, Executive Director

By: _____
CONTRACTOR

SCHEDULE A: SCOPE OF WORK

1. BACKGROUND

5.2-mile Restoration Project Area

The NFWWR is an 18-mile long tributary of the Walla Walla River that enters near RM 52 and is described in the Walla Walla Sub-Basin Plan as both a priority protection and restoration area and categorized on the 303D list for water temperature. The NFWWR is currently inhabited by ESA-Listed Mid-Columbia summer steelhead trout and identified by the USFWS and ODFW as suitable for spawning, rearing and residential inhabitation by bull trout. Other species present that will benefit from restoration actions are; rainbow trout, interior red band trout, mid-Columbia spring chinook salmon, mountain whitefish, Pacific lamprey, western brook lamprey, and freshwater mussels.

The NFWWR was severely impacted by the flood of February, 2020. Significant alteration of the stream channel occurred during the floods of February and May 2020. Following the high water episodes, emergency repair work was conducted under DSL approval in attempt to repair damages in throughout the majority of the project reach. A longer-term, more environmentally friendly solution is being sought by the project cooperators. Repetitive instream disturbance activity is of concern due to increased potential for detrimental effects watershed function and particularly for fishes, such as stranding, contributing to lethal turbidity, excessive water temperature or delays to fish migration and therefore subject to “take” restrictions associated with ESA-Listed salmonids. during the summer of 2020, the highest peak water temperatures were documented in the NFWWR Fork since monitoring efforts began in 2002. The WWBWC has addressed numerous passage concerns and improved salmonid habitat suitability at numerous locations downstream from the proposed project reach. The accumulation of complimentary project actions should magnify the potential for beneficial results in the basin and contribute towards fully seeding habitats enhanced.

The most alluring characteristics of this project are; located behind a locked gate, no residential structures, and limited anthropogenic development. The 5.2-mile project area extends from RM 3.6-8.8, from the end of a paved Walla Walla River Road at the locked gate and extends upstream to Little Meadows Creek, a salmonid-bearing creek. The entire project reach is a limited access area, behind a locked gate with only one dead end road and is patrolled via ground, camera and from the air to control trespassing. Limited and controlled access is of benefit to project activities as response potential is therefore maximized and potential project detriments are limited and minimized.

During the summer of 2020, WWBWC conducted Aquatic Habitat Inventory surveys on the North Fork Walla Walla River. Results of the survey concluded impaired conditions relating to habitat complexity, riparian & floodplain connectivity, width to depth ratios, active channel to wetted channel ratios, solar inputs, actively eroding banks, lack of undercut, sinuosity, lack of pools & pocket water microhabitats, availability of suitable spawning gravel & adjacent spawning habitat requirements, lack of off channel habitat diversity, underperformance of large woody debris recruitment as it pertains to fish habitat value. Data analysis of riverine metrics were quantified and physical habitat deficiencies were identified. Areas in need of protection, restoration and enhancement were identified. Areas identified as underperforming and dysfunctional are defined as having restorative potential and are to receive treatment whereas areas determined to be functioning properly will be categorized as protection areas by the design team. To rectify deficiencies, the design process will specifically apply the most appropriate and effective treatment for sustainable, long-term benefit and proper riverine function, and be defensible scientifically.

Design concepts consider holistic watershed characteristics and how they may effect project activities and conditions in the basin. Resiliency will be built into design plans to address potential impacts from ongoing logging operations in the headwaters and to address climate change, an important driver of hydrological characteristics, and ultimately a determinant of biotic suitability. Achieving properly functioning riverine processes and a balanced ecosystem at both the reach and watershed scales are important objectives and of paramount importance for this project.

An assessment of watershed conditions was performed post-flood by Jacobs Engineering, under contract with the WWBWC to formulate designs. Historical background investigation of basin characteristics was performed by the design team to gain thorough understanding of hydrological conditions, sediment movement, channel characteristics, and shear stress etc. Information will continue to be gathered throughout the project duration to account for fluvial changes associated with riverine systems. Input from WWBWC and landowners under 10-year signed agreements will continue to will help shape design plans. Designs developed and ultimately implemented will be cohesive with and consider the system as a whole from ridge top to ridgetop and headwaters to mouth using a sustainable, long-term approach. Prioritization and sequenced timing of implementation treatment actions need to be complimentary in regard to transitioning between annual treatment reaches. Physical changes and biotic response to project actions need to be measurable throughout maturity of the project duration. Monitoring and adaptive management activities will ensure optimal results and sustained project performance over time. Due to the flashy nature of the watershed, instream structures will need strategic measures implemented to reduce potential migration. Post construction monitoring and monitoring will be conducted by WWBWC staff and maintained via adaptive management under future contracts with implementers. Designs are currently at the 15% level of completion for the entire 5.2-mile project area and at 80% for the 4.3-5.2 with little or no change expected at the 100% final design level.

Key elements for the project to be addressed in design and implementation phases are; minimizing impacts to salmonids, provide resilience against climate change and to ongoing logging operations in the vicinity of the project site, maximize salmonid habitat to fulfill all life cycle requirements, improve riverine function and physical habitat conditions for salmonids, develop project effectiveness methods to track project response to project actions over time, devise a vegetation establishment plan for riparian and floodplain areas. Additional features for future phases are exploring the potential for; creating wetland ponds for wildlife and livestock, retaining road access but with less impact on the river system, decreasing flood impact potential and impacts to the reach and protect properties downstream, reducing bank erosion and down-cutting of the stream channel, reducing turbidity in the water column, promoting sub-irrigation of adjacent fields by raising the groundwater table and reconnecting it to the floodplain to produce lush vegetation in the meadows along with developing off-river watering areas for livestock and wildlife benefit, protection and enhancement of springs, management of sediment input from lateral ravines, accessibility of off channel habitat and tributaries, holding water as a commodity in the reach for longer periods of time within the water table and as sheet water to spread laterally, reduce destructive potential during high water events and ultimately change the hydrograph via storage and extended slow release to improve summer flow and water temperatures, decrease steepness and slope, increase river length, sinuosity and River Complexity Index, improve undesirable width to depth ratios, active channel to wetted channel width ratios, reduce solar inputs, decrease actively eroding banks, increase overhead cover, increase complexity via, pools, pocket water, and off-channel microhabitats, increase availability of suitable spawning gravel and adjacent habitat requirements.

Maintaining landowner trust and relations in the conduct of duties is essential and involves advanced notice requesting access beyond the locked gate, opening and closing all gates as they were upon entry, maintaining road access at all times for landowner access and therefore cannot be blocked any time by the Contractors parked vehicles etc., cordial, cooperative and respectful interactions. And actions between Contractor, WWBWC representation and landowner representation. Contractors are also to conduct themselves in a professional manner when corresponding with WWBWC staff of whom supervise the project and maintain control of implementation activities and project decisions. It is not the role of the Contractor to dictate modes of operation without the authority of WWBWC staff. The Contractor works for the WWBWC, not the other way around. WWBWC staff is responsible for obtaining all permitting permissions aside from a DEQ Storm Water Runoff 1300 permit of which is the responsibility of the Contractor. The Contractor is to provide WWBWC with support and supplemental information upon request for reasons to achieve construction permitting from consultation entities while allowing ample time for implementation within the instream work window. The proposal bid package is to include itemized costs from the Contractor to identify all costs associated with achieving successful implementation of details shown in the 80% design package and ultimately the Final design package of which will be very similar to the 80% design level.

Requests for extensions on contract deliverables will not be allowed as the WWBWC is bound to firm deadlines and strict deliverables. If Respondents anticipate not being able to meet the deadlines outlined in this RFP for any reason, they should refrain from submitting a bid proposal package. Contractors that do not meet obligations in a timely manner risk not being compensated for tardy or incomplete work and could be subject to fines or termination. No engineers cost estimate is associated with this phase of the project.

Aspects of consideration in regard to inclusion in the implementation report and associated implementation related duties are described in detail in section 2.0 below;

2.0 DESIGN SPECS FOR FIELD SURVEYS

2.1 Required Equipment Standards:

- A. Equipment will be free of leaks and in good operating condition.
- B. Roadway must be passable for landowner traffic at all times.

2.2 Minimum Equipment Specifications:

Proposed equipment quantities and specifications are the responsibility of the Contractor in meeting the project deliverables and timelines as outlined in this RFP.

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.

2.4.1 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. These activities must not occur within a distance of 300 feet of any water body or stream in the vicinity of the project site, unless an official waiver is granted by authorized entities in writing. 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 reject 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, 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 will be responsible for damages to persons or property that occur as result of contractors' fault of negligence, and shall take proper safety and health precautions to protect the work, 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 acceptance of wetland reports to an acceptable level as determined by all permitting entities. Resubmittal or alteration of reports may be necessary to achieve approval and is based upon consultation oversight directives. 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. 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, to provide for reference in discussions with WWBWC personnel, and as an identifier of project association and permission access to landowner representatives.

2.8 Payment

The WWBWC prefers monthly invoicing. Payment can also be requested per task advancement if specifics are described in the invoice. The WWBWC will make payment within 60 days of receipt of approved invoices. The Contractor shall contact the WWBWC in advance to request final inspection of all project related work to assure all work performed is to an acceptable level prior to departure.

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 Instream work is to be completed by September 30, 2024 or into October and November if permit entities approve extension as anticipated. Specific timing of construction within or beyond the July-September instream work window may be determined by permitting and funding entities. Additional work in the riparian and floodplain areas may be conducted in October and November of 2024 if in-stream extension is not granted. All work and invoicing is preferred to be completed by December 31, 2024, or be extended or initiated in 2025 if necessary, due to lack of permit approval or funding delivery or if a phased approach is mutually agreed upon.

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. Access through the locked gate

at the downstream end of the project area will be coordinated and arranged by WWBWC in cooperation with landowner representation and based upon Contractor scheduling input.

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 \$BID AWARD**.*

II. PAYMENT PROCEDURES.

- A. CONTRACTOR shall submit invoices **monthly** for task based or lump sum reimbursement. **The final invoice must be received within fifteen (15) days of project completion.**
- B. Invoices must conspicuously indicate they are for the **NFWWR RM 4.3-5.2 Floodplain Restoration Construction 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. WWBWC will reimburse CONTRACTOR for correctly submitted invoices within 60 days of receipt.
- G. Invoices needing correction will be reimbursed within 60 days of corrected invoice receipt.
- H. Disputed invoice payment will be delayed until resolved to WWBWC satisfaction.