



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

Walla Walla Basin Watershed Council (WWBWC)

North Fork Walla Walla River (NFWWR) River Mile (RM) 5.2-6.5 Construction

Request for Design Proposals (RFP)

Date: June 13, 2025

Request for Proposal Deadline: **12 PM, July 10, 2025.**

The Walla Walla Basin Watershed Council is seeking Contractor to implement the **NF Walla Walla River RM 5-6.5 Floodplain Restoration Project** as described in Sections 1.4 & 3.2, and the Scope of Work. Engineered designs are available on the WWBWC website (www.wwbwc.org).

All Construction needs to be completed by October 31, 2025 & 2026

Two separate bid opportunities for out of water (2025) & in-water (2026) work

No work can occur from October 3-13, 2025 & 2-12, 2026 as per landowner request

This Request for Proposal provides prospective respondents with information to prepare and submit proposals for the design of the **NF Walla Walla River RM 5-6.5 Construction**.

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 must be submitted **in writing** via email to (rfp@wwbwc.org) and eric.hoverson@wwbwc.org. Written requests for interpretation must be received by the WWBWC on or before **12 PM, June 24**.

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 to be received by **12 PM, July 10**, via the preferred means of email (rfp@wwbwc.org) and eric.hoverson@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: 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. It is the responsibility of the Contractor to confirm receipt of their proposal. 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 OVERVIEW

The award winning project site is located on the NFWWR, approximately 10 miles upstream from Milton-Freewater, Oregon (Figure 1). The WWBWC is undertaking a six year, 5.2-mile (RM 3.6-8.8) holistic floodplain restoration effort, to be completed in six phases. The first four phases have all been designed. Phases one through three have been successfully implemented.

Riparian components located on the east (road) side of the river from RM 5.3-6.3 are to be completed as part of phase 4, are scheduled for construction in 2025. Work in 2025 also includes some minor roadway related work as described on page 5 as well as three days of hourly miscellaneous track hoe detailing tasks as directed by WWBWC for the purpose of presenting a refined product suitable for the multitude of site tours attended by project partners including funding entities. Elements requiring river crossing from RM 5-5.3, will be completed in 2026, along with all in-water portions

identified in associated design plans slated for implementation in 2026. Inclusion of three days of hourly refinement work should also be a part of a 2026 bid proposal, and typically occurs just prior to de-mobilization, but can occur opportunistically if agreed upon between the WWBWC and Contractor if logistics and timelines make addressing needs immediately most effective. Essentially half of the willow trenching is to be completed in 2025, and half during 2026 along with all in-river work in 2026. The 2025 trenching is one bid item, with the option to also bid on the 2026 ordinary high water mark (OHWM) work as a second bid opportunity. The WWBWC is not requiring construction firms to bid on both tasks, but instead treat the 2025 and 2026 as separate, stand-alone bidding opportunities. This approach is intended to offer some degree of independent flexibility and variety of job-size to prospective bidders instead of being a package over a two-year period.

All dollars necessary for 2025 duties are secured at this time, whereas a portion, albeit significant, is secured for the 2026 work. There is value to the WWBWC in receiving bids for the 2026 in-stream related phase as it will provide an accurate estimate of how much funding will be necessary to perform all of the duties scheduled for treatment in 2026. Having a realistic and adequate estimate provided by an experienced construction manager allows the WWBWC to plan accordingly and to seek the proper amount of funding during the year of pre project planning. It is understood that the estimate may change to a degree over the 1+ year timeframe, as projected costs do not always reflect real-time conditions due to inflation, material availability, or restrictive parameters that were unforeseen. The final amount of funding available and secured through competitive grants may also be a determiner of negotiated price with the selected Contractor. Additionally, the timing of project implementation may ultimately depend on permitting requirements or directives. Funding realities indicate that the degree of difficulty is trending unfavorably due to Federal reductions; however, permitting is expected to go smoothly based upon past phase performance, the experience of the WWBWC staff, and the advantage of initiating permitting much earlier than usual due to designs being done a year in advance.

This RFP seeks construction services during September or October of 2025 for riparian work, and/or 2026 work within the OHWM to be performed during the July-September in-stream window. The in-stream work on the other hand will be performed entirely in 2026. Construction entities can bid on one or both stand-alone opportunities. Phase 4 encompasses a 1.3-mile stretch from RM 5.2-6.5. The project area is comprised of privately owned tracts of land located in a valley form expressing moderate-v characteristics (Figure 2). In respect to landowner agreement, no work can occur on site during the annual deer season from October 3-13, 2025 and October 2-12, 2026. Other landowner conditions include: 1) the gate at RM 3.3 be locked at all times with access only being allowed to those under contract with WWBWC, 2) the roadway must remain passable at all times for continuous, uninterrupted landowner access, 3) much emphasis is to be dedicated to fire prevention measures, 4) respect to neighboring landowners with dust suppression being critical in transit to the worksite, as vehicle speeds are to remain low in respect to homes being in very close proximity to the lone access route to the site.

Significant degradation of physical habitat features resulted from the flood of 2020, of which was the largest on record and estimated as a 200-year event (Figure 3). Subsequent emergency flood response measures also contributed significant alteration of the river channel (Figures 4-5). Extensive assessment of watershed conditions and hydrologic studies determined that the correct channel type for the valley form is multi-threaded channel networks across and expanded floodplain. Restoration actions will focus on converting a transport reach to an area of accumulation of finer substrate in effort to rebuild actively incising river conditions. Levee dismantling, setback and perforation are viable options to enhance desired re-connectivity between surface and groundwater sources. Results of implementing the most appropriate designs for the reach will restore correct, self-sustaining riverine processes that function properly over time with minimal need for future in-water channel manipulation by heavy machinery. Completed phases showcase beneficial results towards

achievement of improved habitat suitability for target salmonid species. Main objectives of the project consist of attaining properly functioning, perennial, multi-channel complexes, increased flood capacity and self-sustaining river system features due to a reconnected floodplain that features vibrant and productive riparian features (Figure 6) and complex channel networks illustrated in Figure 7. Biomimicry was utilized to emulate functioning channel forms in untreated areas within the overall project area such as shown in Figure 8. A view of aerial imagery of recently completed phases as shown in Figures 9-12 demonstrate dramatic conversion of single channel to multiple channel as 0.9-miles of off-channel habitats were created during phases two and three to address factors limiting salmonid production. Designs and implementation plans focus on continuation of techniques that have proven effective during the implementation of the first three phases. Placement of wood and rock should be done in both passive and intrusive manners in accordance to site specific objectives as shown in Figures 13-14. River bank improvement methods should consider sloping strategies as an effective means of treatment of actively eroding banks as positive results have occurred with such treatments during prior implementation phase as shown in Figures 15-16. Channel incision resulting from anthropogenic channel manipulation via straightening has contributed to significant tree mortality in riparian areas (Figure 17). Promotion of healthy riparian vegetation attributes should be a major component of design features. Tree establishment attained through willow trenching (Figure 18), willow pockets (Figure 19) and grazing reduction enclosures made from natural materials (Figures 20-22) are emphasized in design and implementation plans.

Conceptual 15% designs for the phase 4 reach from RM 5.2-6.5 were completed in 2021. Final designs were stamped and approved in March of 2025. The complete set of 100% designs and supplemental reports are available through WWBWC personnel or from the website for the purpose of further understanding project specifics and educating bid packages. Contractors are to use the specific information provided in final design materials along with input from the WWBWC to guide the entire implementation processes start to finish. A general overview of 100% designs for the phase four, RM 5-6.5 treatment reach are provided in Figures 23-27. It is important to note that Figures 26 and 27 are to be considered at the 80% design level of development. The final designs will illustrate ten willow trenches located on a moderately-high terrace will run parallel to the side channel and will be planted with 1000 willow whips provided and placed in the trenches by the WWBWC Prior to the Contractor backfilling trenches with suitable soils. There may be some degree of substrate separating, mixing, relocating duties etc., based upon need. No soil will need to be trucked to or from the NFWWR. Excess fine sediments are to be placed within the project site at the direction of WWBWC with landowner consent, for the purpose of accelerating recovery of areas formerly stripped of fine sediments from the flood of 2020. These sediments will provide a base for vegetation re-establishment and will be seeded by WWBWC using native grass seed. Tree planting will be conducted by hand, as necessary at a later date, with self-provided materials and labor. Boulders are the only substrate needing to be imported. Opportunistic use of boulders found on site will be used resourcefully as directed by the WWBWC. Willow trenches will be enclosed by whole trees laid in place to serve as grazing reduction deterrents via physical impediment strategy. Tree materials used for enclosures do not have to be of coniferous origin, but do need to be of solid stature for transport to the project area and for long-term stability when used on site. Some supplemental deciduous trees may be sourced on site, although they are somewhat limited and subject to the direction of WWBWC staff through landowner permission. Some access related work on the roadway will be necessary to assure safe and efficient routing for heavy equipment. A damaged barbed wire fence/gate at RM 6.5 (Figure 28) needs to be replaced with a traditional hollow tube cattle gate similar to the one near RM 3.3 (Figure 29) and RM 3.8 (Figure 30) that measures at least 12' wide, therefore the road needs to be widened towards the hillslope. The support posts are also in need of replacement. The new gate needs to be tied in with the existing fence line. The Contractor is to provide all materials, equipment and labor to complete this task. Additional minor roadwork may involve routing spring water off of the roadway, grading/sloping/filling/widening/brush setback etc., all of which intended to improve safety and efficiency of ongoing operations and to benefit biota that may be wetted areas on the road.

Project funding is provided by Bonneville Power Administration (BPA), and thus Habitat Improvement Program (HIP) protocols apply in conduct of duties. Funding is also sourced from the Oregon Department of Fish and Wildlife (ODFW), and potentially a multitude of additional opportunistic financial sources. Construction related deliverables such as pre-implementation planning, surveying, staking (if necessary) are the responsibility of the construction entity. Implementation oversight is conducted by the WWBWC Watershed Restoration Specialist with continuous, direct coordination with construction team representatives on a daily basis. Form fitting in the field may become necessary due to environmental conditions being unreflective of estimated conditions theorized during the prior development of designs. Proposals must include cost estimates, descriptions and timelines for all deliverables.

Collaboration throughout the entire processes will be ongoing between the Contractor and WWBWC Watershed Restoration Specialist, with landowner input respected and considered throughout the process. Some degree of design alteration (field-form-fitting) may become necessary as river conditions change and will be determined by the WWBWC and construction entity hired to implement designs. The WWBWC will be responsible for permitting aspects of the project, with the exception being the Department of Environmental Quality 1200-C storm water permit, of which will be attained by the construction entity. The Contractor is to provide WWBWC with support and supplemental information upon request for reasons to achieve permitting from consultation entities as required for construction.

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 5-6.5 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

There will be a tour of the site beginning at **10 AM, June 18**. Participants are to meet at the WWBWC office. Attendance of the field tour is a highly recommended, albeit not mandatory. Site conditions are best understood when visiting the site in person where questions and project details are elaborated upon.

2.3 ANSWERS TO WRITTEN QUESTIONS

The deadline for questions is **12 PM, June 24**. Answers to questions will be provided on the WWBWC website and provided by email to participating bidders by **5 PM, June 26**.

2.4 SCOPE OF TERMS AND CONDITIONS

The general terms and conditions listed in the **NFWWR RM 5-6.5 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 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 visits and estimate preparations 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 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 and on the WWBWC website in regard to the status of their proposal by **5 PM, July 11**. An alternate may be identified as contingency in the case that contractual agreement with the highest scoring entity is not achieved.

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 and state funds. All employees of the primary contractor or subcontractor shall be paid wages as per Davis-Bacon Construction Wage Rate Requirements 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

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 –Prospective Contractors are to provide bid packages for one or both of the following NFWWR RM 5-6.5 implementation opportunities: 1) vegetation establishment components beyond the OHWM located on the east (road) side of the valley bottom from RM 5.3-6.3 scheduled for 2025 and/or 2) all in-water portions of the project designs from RM 5-6.5 and vegetative components on the west side of the valley bottom requiring river channel crossing from RM 5-5.3, slated for 2026. This RFP seeks construction services during September or October of 2025 for riparian work and/or 2026 work within the ordinary high water mark to be performed during the July-September in-stream window. Essentially, half of the riparian work will be completed in 2025, with the other half accomplished during 2026. The in-stream work on the other hand, will be performed entirely in 2026. Construction entities can bid on one or both stand-alone opportunities. Stamped engineered designs will be used to guide construction related tasks for the RM 6.5-7.7 reach planned for the July-September, 2027 instream work period.

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 (**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 upon the following: qualifications and experience/strategic approach/availability (33%), performance (33%), cost (33%).

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:

<u>Task</u>	<u>2025 Pacific Time Deadlines</u>
Site Visit (Optional)	10 AM PM, June 18*

Written Questions Due	12 PM, June 24
Responses to Questions	5 PM, June 26
Proposals Due	12 PM July 10
Notification of Bid Award	5 PM, July 11

*Prospective bidders meet at 10 AM Pacific Time, June 18 at the WWBWC Office Building, 810 South Main St. Milton-Freewater, OR prior to going afield. Site Visit is highly encouraged, not mandatory. The intent of the site visit is to provide prospective bidders with a better understanding of project specifics, clarify RFP content, and invite questions to educate an accurate bid package for submittal.

Dates are subject to change if deemed in the best interest of the WWBWC.

Correspondence from the WWBWC will be by email.

Project and organizational information is available on the WWBWC website (www.wwbwc.org).

ATTACHMENT A: DRAFT SUBCONTRACT

SUBCONTRACT for NFWWR RM 6.5-7.7 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 **October 31, 2025 and/or 2026** unless otherwise noted.

1.4 Designated Contact. The representative for 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.

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 WWBWC as an additional insured:

(a) Commercial General Liability Insurance in the amount of one million dollars each occurrence and \$2,000,000 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: _____
Michelle McClellan, Executive Director

By: _____
Contractor

SCHEDULE A: SCOPE OF WORK

1. BACKGROUND

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 Endangered Species Act (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, and mountain whitefish.

The NFWWR was severely impacted by the floods of February and May of 2020. Following the high water episodes, emergency work was conducted in attempt to repair damages and protect against future high water events. 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 such as; disruption of watershed function, fish stranding, excessive turbidity, high water temperature, and fish migration interruption etc., which can result in “take” of ESA-Listed salmonids. During the summer of 2020, the highest peak water temperatures were documented in the North Fork since monitoring efforts began in 2002. The WWBWC has addressed numerous passage concerns, reconnected 15 surface springs through the NFWWR road prism and improved salmonid habitat suitability at numerous locations adjacent to the proposed project reach. Further enhancement and protection of surface spring habitats is an important component of the design process going forward. The accumulation of complimentary project actions should magnify the potential for beneficial results in the basin and contribute towards fully seeding habitats enhanced.

Pre and post-flood 2020, WWBWC conducted Aquatic Habitat Inventory surveys on 50+ miles of river habitats throughout the Walla Walla Basin. Data analysis of riverine metrics were quantified and physical habitat deficiencies were identified. The NFWWR ranked as the watershed most in need of restoration. Results of the NFWWR survey concluded impaired conditions relating to habitat complexity, riparian and floodplain connectivity, width to depth ratios, active channel to wetted channel ratios, solar inputs, actively eroding banks, lack of undercut, sinuosity, lack of pools and pocket water microhabitats, availability of suitable spawning gravel and adjacent spawning habitat requirements, lack of off channel habitat diversity, underperformance of large woody debris recruitment as it pertains to fish habitat value. 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. Holistic design concepts incorporated watershed characteristics and how they may effect project activities and conditions in the basin and should consider best management practices in conduct of duties as they relate to identifying the most effective habitat protection, restoration, enhancement, and expansion strategies. Resiliency is built into design plans to reduce wood mobility potential and to address potential impacts from flashy hydrograph conditions and climate change, which are important drivers 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.

Historical background investigation was performed by the design team to gain thorough understanding of hydrological conditions, sediment movement, channel characteristics, and shear stress etc. This information, coupled with input from project cooperators helped shape design plans. The design Contractor was 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 and be expected to describe expected changes to the project area before and after restoration. Flood capacity has to remain at the current level or improved in order to approval to be attained from permit and oversight entities. Hydrologic conditions and project performance modeling was conducted to meet deliverables established by design review teams. Designs developed and ultimately implemented will be seamlessly cohesive. Prioritization and sequenced timing of implementation treatment actions need to be complimentary in regard to transitioning between annual treatment reaches. Due to the flashy nature of the watershed, instream structures may need to be boulder centric with measures to secure large woody debris to reduce potential migration. Additional considerations of design development beyond watershed function

and habitat suitability were expressed towards spring connectivity, protection and enhancement, creating off-channel watering opportunities for wildlife and livestock, 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 for livestock and wildlife benefit, 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/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 through pool, pocket water, and off-channel microhabitats, and increase availability of spawning gravel with suitable adjacent habitat features.

Heavy machinery equipped with Global Position Systems to navigate to and locate placement of materials accurately as described in design plans is preferred over physical staking of structure locations. However, if staking is necessary, the qualified construction entity shall be responsible for completing it. The design team must provide coverage of this requirement to the construction entity to assure design are effectively implemented afield. Bid package is to include itemized costs for all deliverables expected as described in this RFP and in final design materials. In addition to the required cost estimates and tasks in this RFP, secondary detailing elements to be addressed in proposals are; minimizing impacts to salmonids, reducing construction footprint, and accelerating site recovery etc. Evaluating potential habitat uplift and restoration potential, while accounting for any restrictive parameters at the site should drive implementation actions in effort to achieve optimal project appearance and self-sustaining performance over time. Physical changes and biotic response to project actions need to be measurable throughout project maturity and show positive change to support ongoing future efforts for upcoming phases. Monitoring and adaptive management activities managed by the WWBWC will ensure optimal results and sustained project performance over time due to timely maintenance.

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.

2.4.1 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 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 fires. 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 Contractor 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 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. 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

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 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 August 1, 2025. Project construction target date is July–September, 2027. No construction oversight assistance is necessary as the task is conducted by the WWBWC Watershed Restoration Specialist.

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. Any delay in daily production will be discussed and agreed upon through the WWBWC. Requests for extensions on contract deliverables will in general 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 contract termination.

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 reimbursement. **The final invoice must be received within 15 days of project completion.**
- B. Invoices must conspicuously indicate they are for the **NFWRRW RM 5-6.5 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 the Contractor for invoices within 60 days of receipt.
- G. Invoices needing correction will be reimbursed within 60 days of the corrected invoice.
- H. Payment on disputed invoices will be delayed until resolved to WWBWC satisfaction.

ATTACHMENT B: APPENDICES

Figure 1. Map showing project boundaries of the NFWWR RM 3.6-8.8.

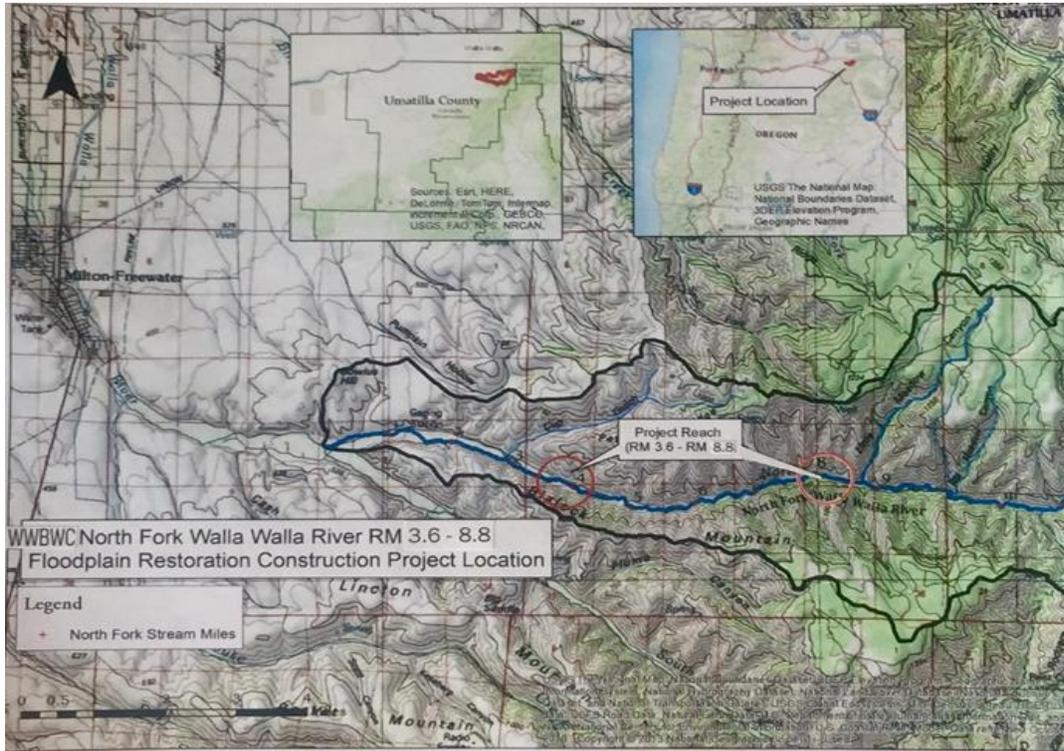


Figure 2. Topography features of the RM 3.6-8.8 NFWWR overall project area.



Figure 3. Aerial imagery of the NFWWR showing typical pre and post-flood conditions.

North Fork Walla Walla River (RM 5.3)

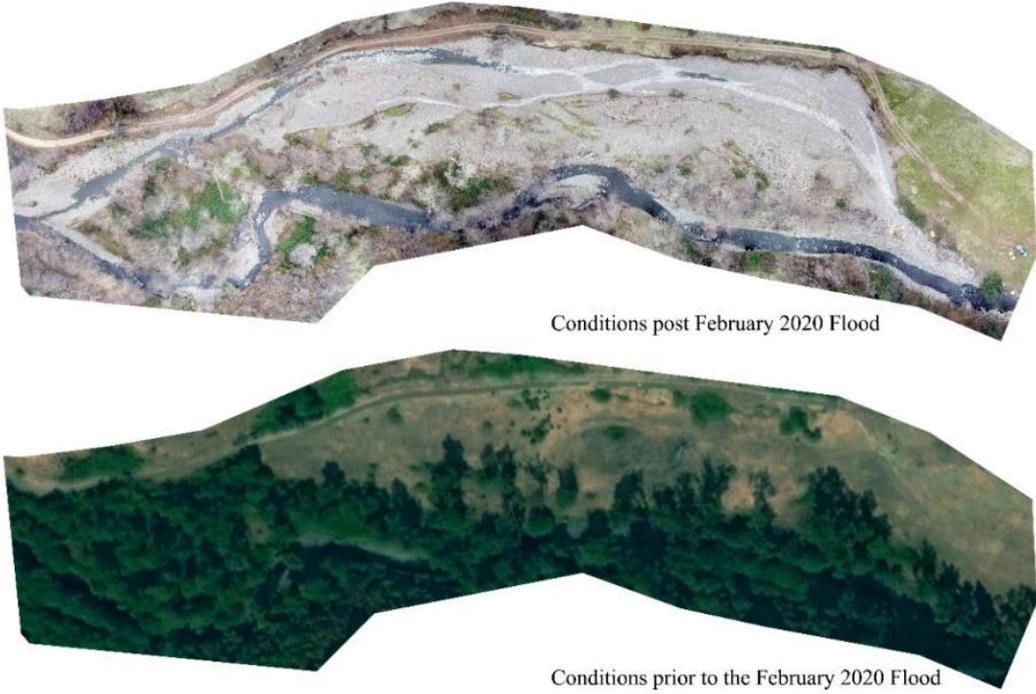


Figure 4. Single channel flume resulted from emergency flood protection actions near RM 6.2.



Figure 5. Ground view of flood response impacts near RM 6.6 in effort to protect road prism.



Figure 6. Desired multi-channel network conditions sought as result of implementation of designs.



Figure 7. Successful conversion of single to multiple channel dynamics during phase three activities.



Figure 8. Untreated, control reach showcasing properly functioning channel form.



Figure 9. Before restoration status of simplified habitat condition, NFWWR RM 3.6 phase two.



Figure 10. After restoration treatment NFWWR RM 3.6 phase two.



Figure 11. Before restoration status of simplified habitat condition, NFWWR RM 4.3 phase three.



Figure 12. After restoration treatment NFWWR RM 4.3 phase three.



Figure 13. Passive placement of materials at margin to achieve proper riverine function.



Figure 14. Intrusive, aggressive, in-channel wood and rock to promote fish habitat improvement.



Figure 15. Locations of actively eroding banks in the project area identified by survey teams.



Figure 16. Sloping of eroding banks with seeding and planting to promote sustainable improvement.



Figure 17. Mortality of riparian trees resulting from anthropogenic channel manipulation.



Figure 18. Designs emphasize trench strategies which achieved 85% tree survival on prior phases.



Figure 19. Tree planting pockets dug with an excavator have proven effective in the project area.



Figure 20. Grazing deturrent strategy achieved by physical impediment provided by log placement.



Figure 21. Grazing reduction log enclosure to reduce pressure on naturally regenerating saplings.



Figure 22. Whole tree with rootwad placement has proven effective to protect wetland vegetation.



Figure 23. Final designs for the NFWWR, RM 5.2-5.6.

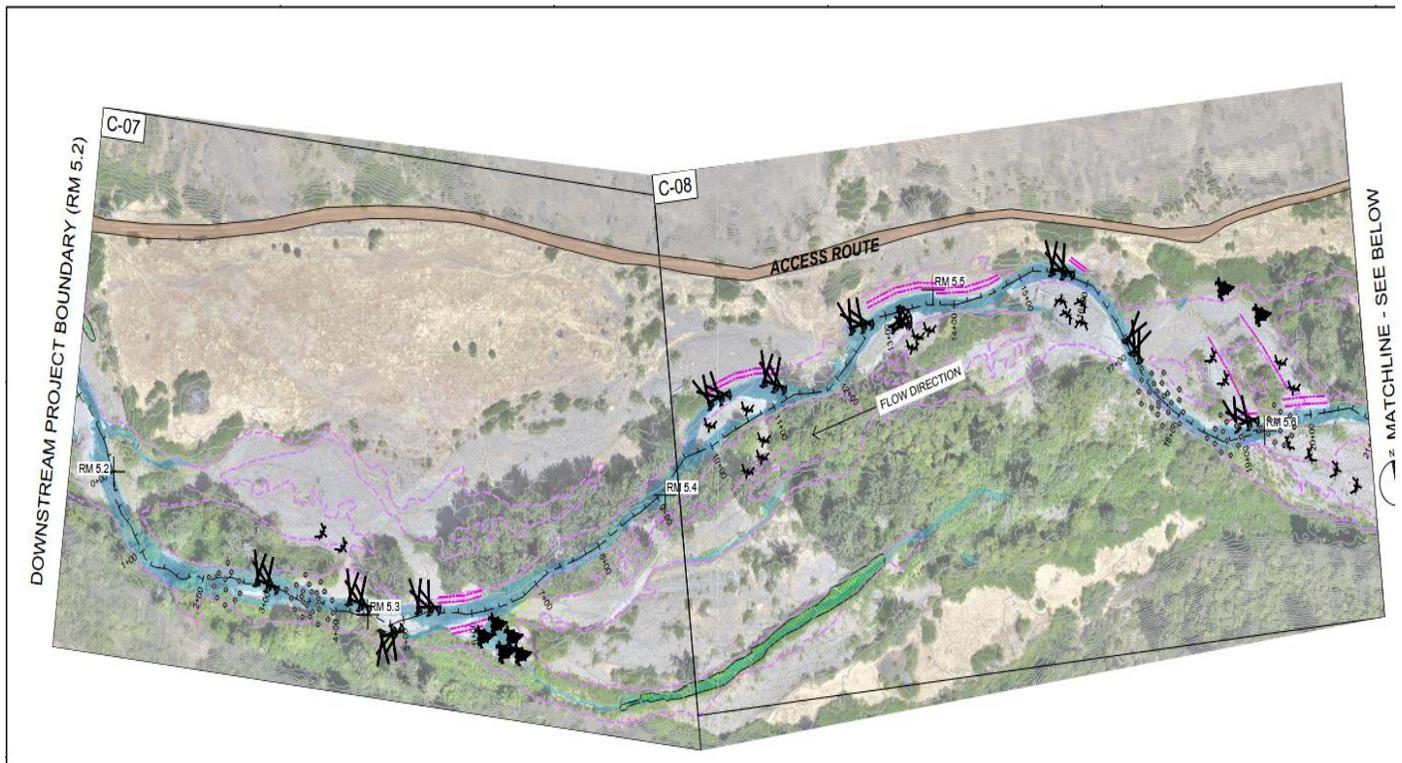


Figure 24. Final designs for the NFWWR, RM 5.2-5.6.

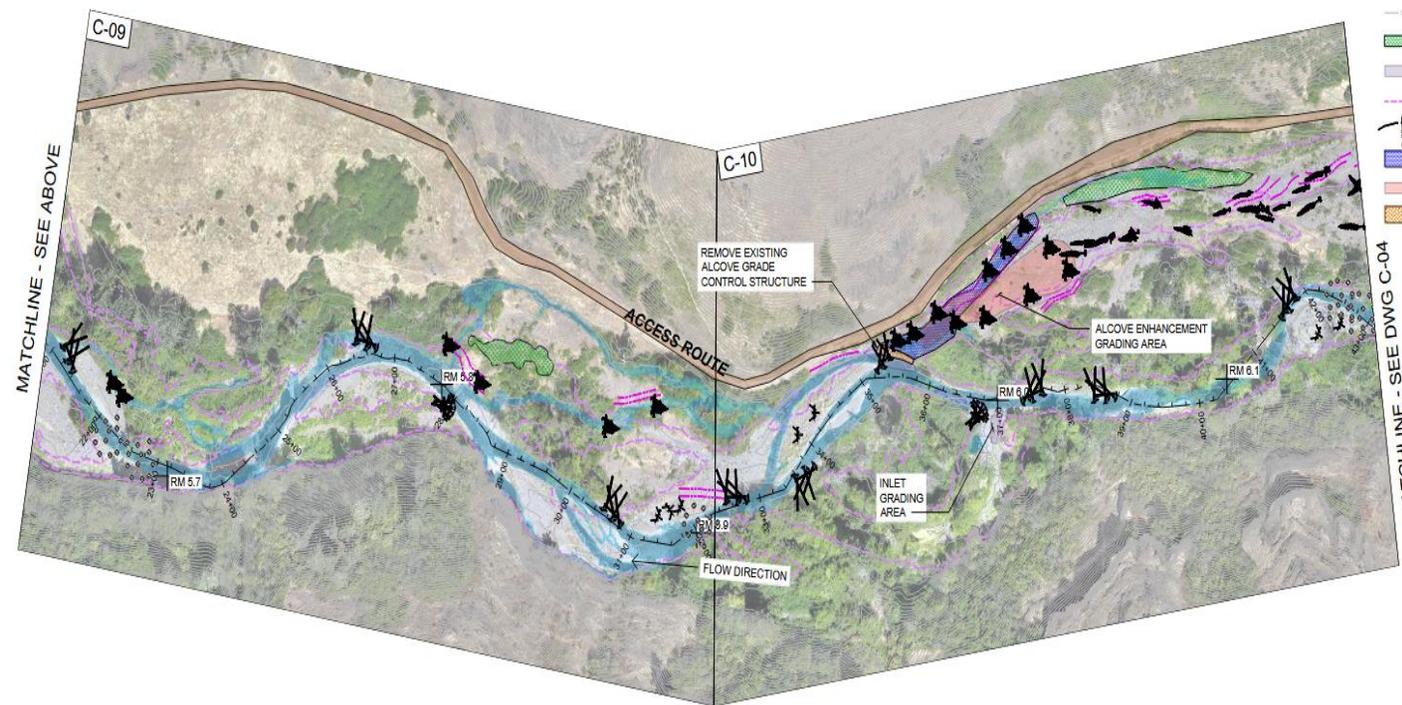


Figure 25. Final designs for the NFWWR, RM 5.2-5.6.

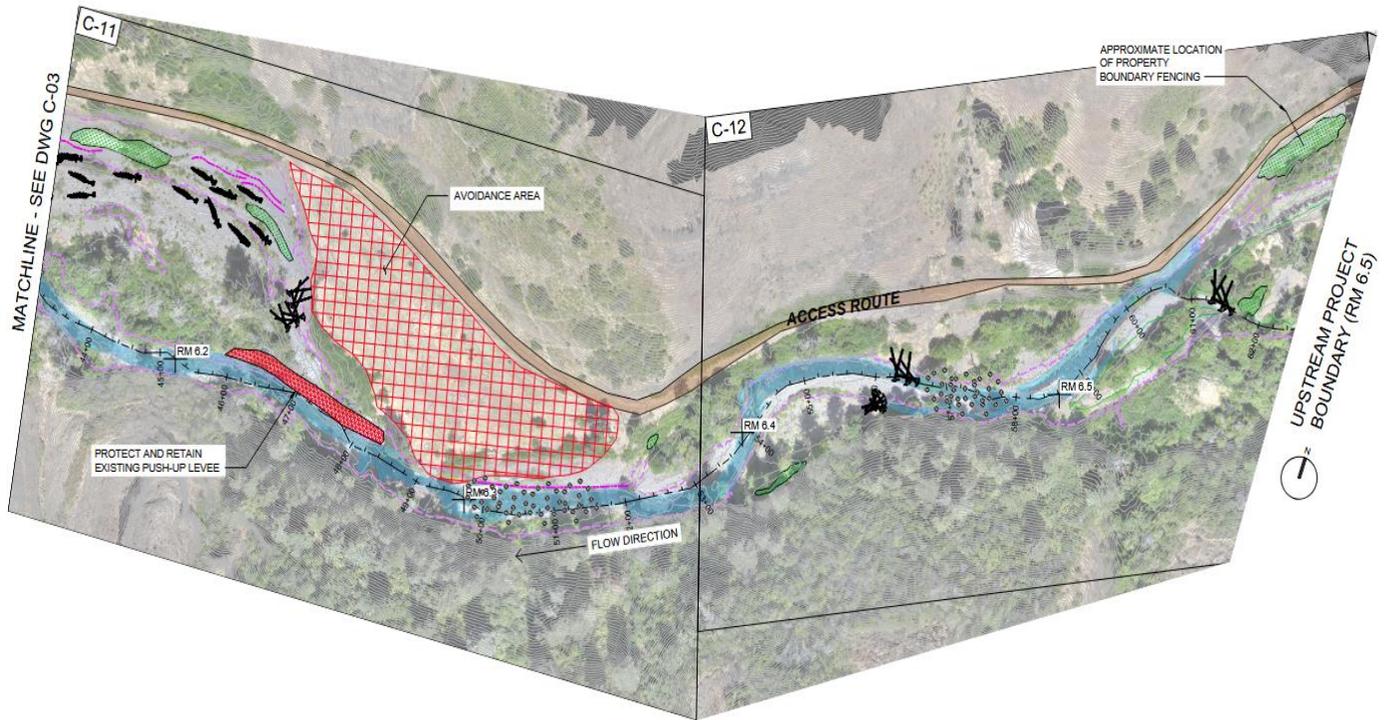


Figure 26. Designs for the NFWWR, RM 5-5.1 will be modified to show enclosures around trenches.

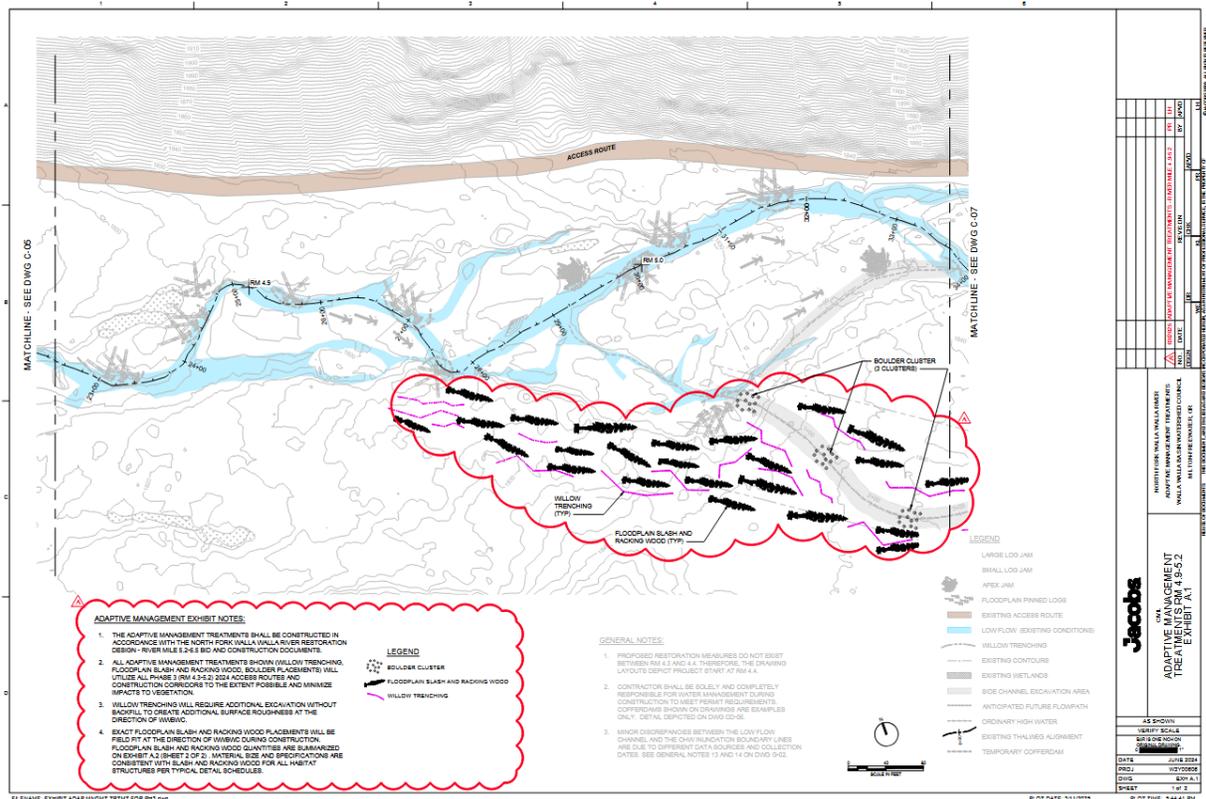


Figure 27. Designs for the NFWWR, RM 5.1-5.2 will be modified to show enclosures around trenches.

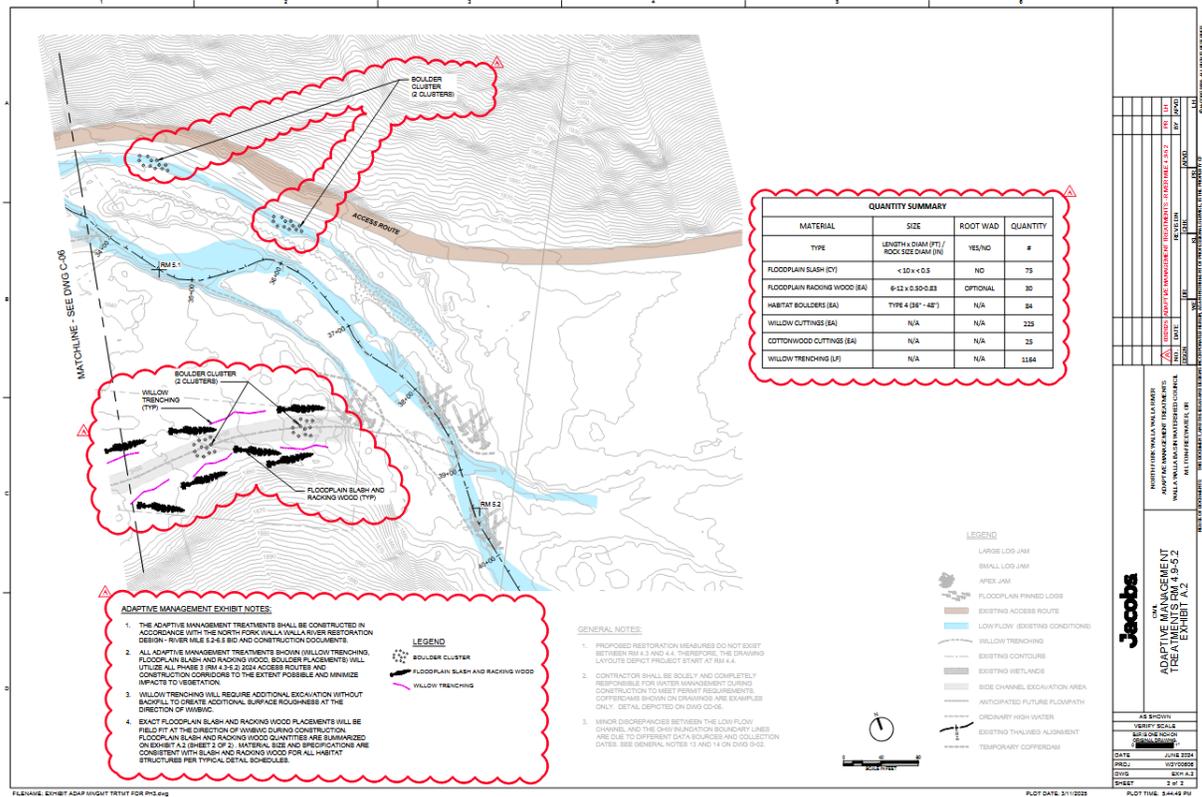


Figure 28. Existing damaged fence/posts/gate, RM 6.5 needs upgraded replacement infrastructure.



Figure 29. Gate example at RM 3.3 for RM 6.5 installation, 12' wide minimum for heavy machinery.



Figure 29. Gate example at RM 3.8 for RM 6.5 installation, 12' wide minimum for heavy machinery.

