



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) 5.3-6.3 Tree Planting
Request for Proposals (RFP)

Date: September 16, 2025

Request for Proposal Deadline: **September 25, 2025.**

The Walla Walla Basin Watershed Council is seeking Contractor to implement the **NF Walla Walla River RM 5.3-6.3 Floodplain Restoration Project** as described in Sections 1.4 & 3.2, and the Scope of Work. Engineered designs are available on the WWBWC website (<https://wwbwc.org/projects/contractor-info>).

Construction needs to be initiated or completed October 16-28 and can be resumed from November 3-8 and November 17-December 31, 2025

No work can occur from October 4-15, October 29-November 2, and November 9-16, 2025

This is a bid opportunity for out of water work beyond ordinary high-water mark (OHWM)

NOTE: This project is funded with federal dollars and is therefore governed by the Construction Wage Rate Requirements (Davis-Bacon Act). All 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 construction contract 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 of RFP details must be received by the WWBWC on or before **September 19**.

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 **5 PM September 25**, 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 delivered in person. 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 project site is located on the NFWWR, approximately 10 miles upstream from Milton-Freewater, Oregon (Figure 1). This RFP is seeking a contractor to implement floodplain restoration treatments, tree planting, and install grazing exclusion structures during October of 2025 on a 1-mile section of the NFWWR. All riparian work components are located on the road/east side of the river from RM 5.3-6.3. Therefore, crossing the river is not necessary.

There may be approximately 15 hours of track hoe detailing tasks as directed in the field by WWBWC Watershed Restoration Specialist, who will be present in the field during all construction activities. The following tasks are examples of detailing:

- Reducing spring water on the roadway to improve water quality (Figure 2) using culvert of cobble mattress techniques to protect biota and ensure safe and efficient routing for heavy equipment,
- Grading, sloping, filling, substrate removal, sorting and fill for the purpose of biomimicry and accelerating recovery of vegetated areas formerly stripped by the flood of 2020 (Figure 3),
- Invasive vegetation removal etc., all of which intended to improve safety and efficiency of ongoing operations and to benefit biota that may inhabit areas within the project area.

The flood caused significant degradation of physical habitat features such as reduction of riparian trees, which necessitates the need for planting trees to attain desired riparian attributes. Tree establishment will be attained through willow trenching and willow pockets (Figure 4). Ten willow trenches 50' in length will be excavated in the floodplain using heavy machinery to varying depths (3-6') required to reach the water table. In each trench, 100 willow trees collected by WWBWC will be placed. In addition, 10 pocket trenches without enclosures will be excavated and planted with 100 total trees. The Contractor will then backfill the trenches with suitable substrates derived on site.

Willow trenches will then be surrounded by enclosures made of 40 whole trees with root wads, 30' length and 40 whole trees with root wads, 20' long, double-stacked in a rectangular manner for the purpose of grazing reduction via physical impediment strategy (Figures 5-6). Each trench will have 8 whole trees, 4 of each length. Woody materials used for enclosures do not have to be conifers but must 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 usually not suitable as key member pieces. Excellent results have been produced by enclosures constructed during prior phases (Figures 7-8) and will be emulated by the Contractor. A general overview of project designs is shown in Figure 9. Some degree of field-form-fitting may become necessary due to environmental conditions being unreflective of estimated conditions theorized during the prior development of designs. Please note that work related to this RFP applies only to out-of-water components beyond the ordinary high-water mark only. In-river work is to be completed during 2026 by a separate construction entity previously selected. A complete set of final designs and supplemental reports are available through WWBWC upon request. Project and organizational information are available on the WWBWC website (www.wwbwc.org).

Other landowner conditions to be adhered to by the Contractor 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) all cattle gates are to be left as found either open or closed, 3) the roadway must remain passable at all times for continuous, uninterrupted landowner access, 4) much emphasis is to be dedicated to fire prevention measures, 5) respect to neighboring landowners located downstream of the project area with dust suppression being critical in transit to the worksite, as vehicle speeds are to remain low in respect to homes being located in close proximity to the gravel road.

Construction needs to be initiated or completed October 16-28 and can be resumed from November 3-8 and November 17-December 31, 2025, if necessary. No work by the Contractor can occur on site during the deer and elk seasons from October 4-15, October 29-November 2, and November 9-16, 2025.

Bid packages are to include itemized costs for all deliverables expected as described in this RFP.

All dollars necessary for 2025 duties are secured by the WWBWC. Project funding is provided by Bonneville Power Administration and the Oregon Department of Fish and Wildlife. Proposals must

include cost estimates, descriptions and timelines for all deliverables. The Contractor is to provide all materials, equipment and labor to complete all tasks within this RFP with the exception that the WWBWC will provide all willow tree sources and place them into excavated trenches prior to backfilling by the Contractor.

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 5.3-6.3 Construction Project**. The RFP is not a contractual offer or commitment to purchasing products or services. Contractor submittal information must be legible. Any alterations must be clearly 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 a contract.

2.2 ADDENDA TO THE REQUEST FOR PROPOSAL

Any supplemental information or changes to the RFP shall be posted on the WWBWC website. In addition, answers to prospective bidder questions will be sent to the entity asking the question via email.

2.3 ANSWERS TO QUESTIONS

The deadline for questions is **September 19**. Answers to questions will be provided on the WWBWC website and provided by email to participating bidders by **September 22**.

2.4 SCOPE OF TERMS AND CONDITIONS

The general terms and conditions listed in the **NFWWR RM 5.3-6.3 Construction Project (Attachment A)** shall govern any Agreements ensuing from this RFP. The WWBWC prefers to use the terms and conditions shown in Attachment A but will consider change requests from Contractor.

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 that submits a proposal will be notified of the status of their submittal by WWBWC via email and website by **5 PM, September 26**. Additional proposals may be identified as eligible for hire if agreement to terms and contractual conditions cannot be reached between WWBWC and the highest scoring proposal entity.

2.11 RIGHT TO REJECT PROPOSALS AND NEGOTIATION

The WWBWC reserves the right to reject or negotiate any or 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.

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 text font size for proposal report submittals shall be no smaller than 10-point. The overall proposal package must be legible to be considered potentially qualifiable for hire.

Cover Letter – 1-page maximum, and 8.5" x 11" sizing.

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

Company Background – 1-page maximum and 8.5" x 11" sizing. At a minimum provide information relative to company qualifications as they relate to RFP duties.

Price Proposal Bid – Prospective Contractors are to provide bid packages for tree planting and installation of 10 grazing protection structures (30' x 20') and 15 hours of miscellaneous duties for the NFWWR RM 5.3-6.3 project for the actions to be performed in October and/or November 2025 in areas located above the OHWM, on the east (road) side of the valley bottom.

Terms and Conditions – Respondents shall adhere to the Terms and Conditions in Attachment A or request changes if applicable 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 such as equipment rates, etc.). The rate table must provide information on all proposed fees and mark-ups to 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. The WWBWC will call the highest scoring proposal representative to inform them of the WWBWC review team results and initiate conversations of contractual terms and conditions. If a Contractor claims to have been adversely affected by the selection of a competing Contractor, a written protest must specify the grounds upon which it is based and be filed within 2 calendar days of receiving the notice of tentative selection.

3.6 REQUEST FOR PROPOSAL SCHEDULE

The RFP Schedule is tentatively set as follows:

<u>Task</u>	<u>2025 Pacific Time 5 PM Deadlines</u>
Advertisement of RFP	September 16
Written Questions Due	September 19
Responses to Questions	September 22
Proposals Due	September 25
Notification of Bid Award	September 26

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

ATTACHMENT A: DRAFT SUBCONTRACT

SUBCONTRACT for NFWWR RM 5.3-6.3 Construction

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 on December 31, 2025 or earlier.

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 as 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 considered confidential. 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 Insurance [X] 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 10-day 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. 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 and is described in the Sub-Basin Plan as a priority protection and restoration area. The NFWWR is also listed on the Department of Environmental Quality 303D list for high water temperature. The NFWWR is currently inhabited by Endangered Species Act (ESA)-Listed Mid-Columbia summer steelhead trout and identified as suitable for spawning, rearing and residential inhabitation by bull trout, listed as a Threatened ESA species. Rainbow trout, interior red band trout, mid-Columbia Spring chinook salmon, mountain whitefish, tailed frogs and an assortment of wildlife will also benefit from project actions. The project will improve water quality and quantity and overall ecosystem health.

WWBWC conducted Aquatic Habitat Inventory surveys on 50+ miles of river habitats throughout the Walla Walla Basin prior to and following the historic flood of 2020. Data analysis of riverine metrics gathered determined that the NFWWR watershed was in most in need of restoration.

The WWBWC has completed 3 phases of holistic restoration of the NFWWR from 2022-2024. Tree planting between RM 5.3-6.3 is part of the terrestrial portion of phase 4 to be conducted in 2025. The instream work will be performed in 2026 by a construction entity previously selected to perform the work. Phases 5, 6, 7 will be done over the next several years as the project progresses in an upstream manner towards RM 9.0. The accumulation of complimentary project actions should magnify the potential for beneficial results in the basin and contribute towards fully seeding habitats enhanced.

2.0 DESIGN SPECS FOR IMPLEMENTATION

2.1 Required Equipment Standards:

- A. Spill Kits are required and have the capacity to control perceived spill quantities.
- 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 in 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 300' 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 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 Contractor 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 away from 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 possess a copy of the contract, RFP and design specifications on-site.

2.8 Payment

The WWBWC prefers monthly invoicing. Payment can also be requested by task advancement if specifics are accurately 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 completed project related work to assure all work performed is to an acceptable level as determined by the WWBWC Watershed Restoration Specialist 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 by 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 Construction oversight is to be provided by the WWBWC Watershed Restoration Specialist.

3.2 Contractor can conduct within the designated timelines provided above. Work can commence only if all signatures of required parties are present on the contractual agreement document.

3.3 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, contract termination, and ineligibility for future RFP opportunities with the WWBWC.

SCHEDULE B: PAYMENT

I. PAYMENT TERMS.

*The WWBWC shall reimburse the CONTRACTOR according to the following terms, **which amount is limited to a maximum of \$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 indicate they are for the **NFWRW RM 5.3-6.3 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, 2025 work is from RM 5.3-6.3.

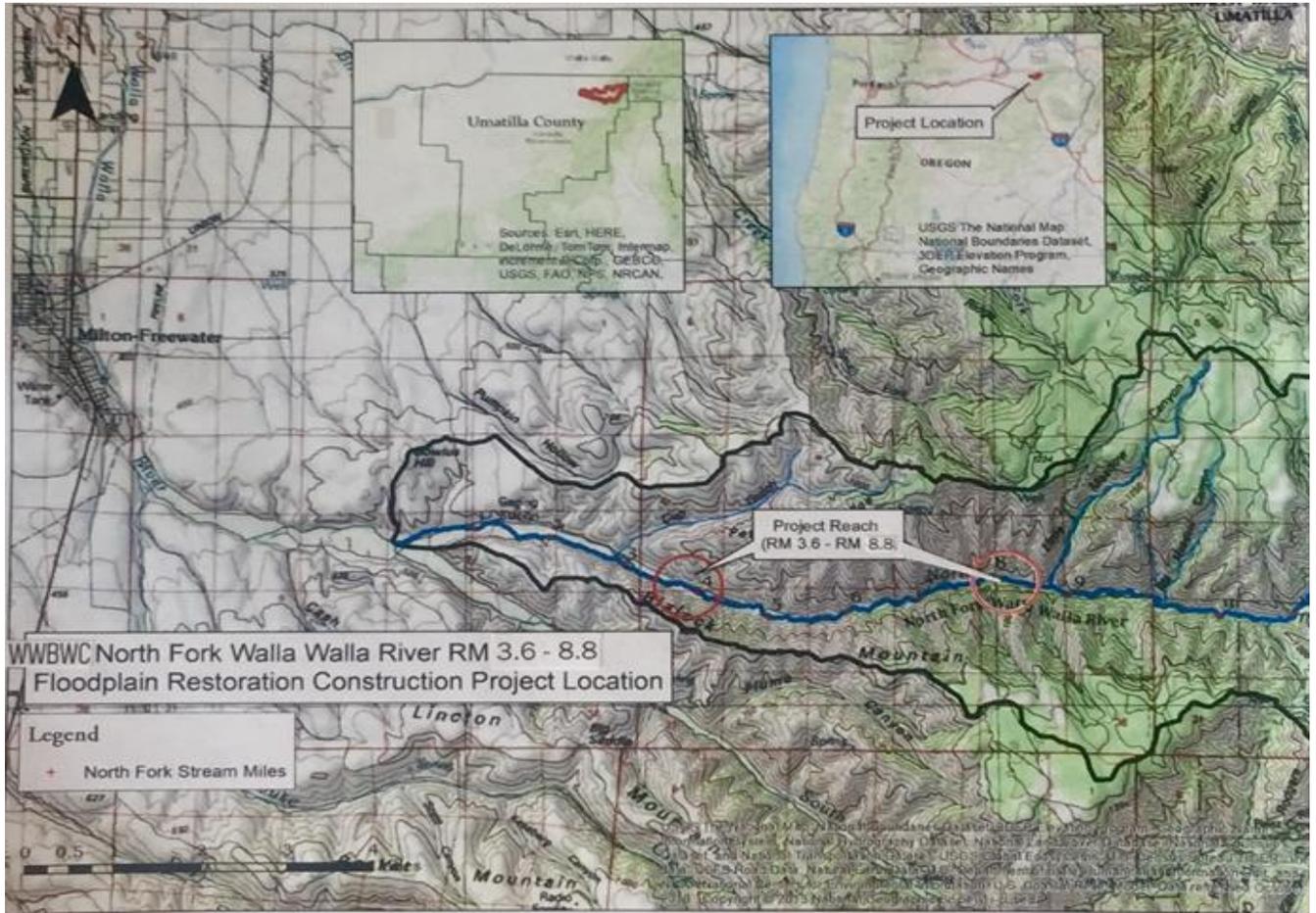


Figure 2. Road prism work is part of the contract to re-route roadway spring flowing into river.



Figure 3. Aerial imagery of the NFWWR showing conditions prior to and following the flood of 2020.

North Fork Walla Walla River (RM 5.3)



Figure 4. Excavation of 10 trenches and 10 pockets will be planted with 1100 willow/cottonwood.



Figure 7. Before and 1-year after results of grazing deturrent strategy using whole tree placement.



Figure 8. Closeup of whole tree base layer grazing reduction deturrent protecting spring vegetation.



Figure 9. Final designs for the NFWWR, RM 5.2-6.5 showing trench locations in pink.

