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) 6.5-7.7 Design

Request for Design Proposals (RFP)

Date: June 11, 2025

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

The Walla Walla Basin Watershed Council is in need of an agreement for designing the **NF Walla Walla River RM 6.5-7.7 Floodplain Restoration Project** as described in Sections 1.4 & 3.2, and the Scope of Work.

All design work to 30% needs to be completed by October 31, 2025.

All design work to 80% needs to be completed by June 30, 2026.

All design work to 100% needs to be completed by October 31, 2026.

All construction related tasks will be completed under separate contract with a qualified implementer within the July-September in-stream work window

This Request for Proposal provides prospective respondents with information to prepare and submit proposals for the design of the **NF Walla Walla River RM 6.5-7.7 Design.**

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.

CONTENTS

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 (rfp@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 DESIGN OVERVIEW

The award-winning project site is located on the NFWWR, approximately 10 miles upstream from Milton-Freewater, Oregon. The WWBWC is undertaking a six year, 5.2-mile (RM 3.6-8.8) holistic floodplain restoration effort (Figure 1) to be completed in six phases. The first four phases have all been designed. Phases one through three have been successfully implemented. Riparian components of phase 4 are scheduled for construction in 2025, with in-water portions slated for 2026. This RFP seeks designs for phase 5 which encompasses a 1.2-mile stretch from RM 6.5-7.7. The project area is comprised of privately owned tracts of land located in a valley form expressing moderate-v characteristics (Figure 2). 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 is shown in Figure 8. A view of aerial imagery of recently completed phases as shown in Figures 9-12 demonstrate dramatic conversion of single 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 should 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) should be emphasized in design plans.

Conceptual 15% designs for the phase 5 reach from RM 6.5-7.7 (Figures 23-26) were completed in 2021 and are available for the Contractor for utilization as baseline information when advancing designs to the 30% level by October 31, 2025. A design report is required to accompany the 30% designs. Furthering designs to the 80% and 100% level will be expected by June 30 and October 31, 2026. Designs are required to be reviewed and approved at the 30%, 80% and 100% design levels by the external review team assembled through project administrator Bonneville Power Administration (BPA) Habitat Improvement Program (HIP). The team may consist of members of the following organizations: WWBWC, Oregon Department of Fish and Wildlife (ODFW), United States Fish and Wildlife Service, National Oceanic and Atmospheric Administration, and funding entity BPA to be considered complete. Reviews can take up to 30 days, therefore this should be factored in when planning timelines are developed. Assessment, hydrologic modeling, Lidar and other data from past phases completed are available from the WWBWC for use by the Contractor. Additional deliverables expected at the 80% and 100% levels include; estimates of removal/fill quantities in the Department of State Lands/United States Army Corps of Engineers Joint Permit Application permit format, construction cost estimate, cross sections, implementation and final reports, and any additional products deemed necessary to implement the designs when requested by the WWBWC to satisfy all obligations to funding and permitting entities. Construction related deliverables such as pre-implementation planning, surveying, staking and construction oversight will fall under additional contracts developed annually between the WWBWC and implementation contractor. Design proposals must include cost estimates, descriptions and timelines for all deliverables. See Section 3.2 and Scope of Work for additional specifications.

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 6.5-7.7 Design.** 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 **1 PM, 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 6.5-7.7 Design (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, June 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 design teams are to provide bid packages to successfully describe achievement of progressing designs through the mandatory levels of 30%, 80%, and 100% levels of development. engineer review is conducted and determine whether a design is accepted or rejected at each level. A design is not considered completed at each stage until deemed as such by BPA. If the submittal is insufficient in regard to satisfying HIP requirements, re-submittal may be deemed necessary until all requirements required by the BPA HIP are satisfied. Input during design development will be ongoing between the Contractor and WWBWC Watershed Restoration Specialist, with landowner input respected and considered throughout the process. Various reports will accompany designs and will include managerial action plans and include quantifiable project benefits and desired outcomes resulting from project actions for the purpose of being scientifically defensible. 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 team. 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. Designs and report submittals must satisfy all requirements of all permitting oversight entities and be classified as accepted by oversight entities in order for design related tasks to be considered as complete. The final design stage will need consensus approval from all review entities to be considered as complete. Input from cooperating interests will be formulated into designs at each level to assure designs are ultimately approved for permitting etc. Digital copies of specification drawings, schematics, detailed project design and representations of expected changes in physical floodplain and channel improvements and water quality as well as ecological benefits etc. are to be created and provided. The products from this contract should include development of a complete design including completion of a channel profile and topographic survey. The design needs to be process-based and meet ODFW fish passage criteria during and after construction. The following notable tasks and timelines are associated at each review level;

30% design- October 31, 2025 with complete basis of design report to BPA HIP approval level

80% design, implementation specifications report, construction materials quantities, engineers estimate- June 30, 2026 for use in initiating permitting for subsequent implementation.

100% design and final report- October 31, 2026

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:

Task	2025 Pacific Time Deadlines
Site Visit (Optional)	**1 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 1 PM Pacific Time, June 11 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, 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: _____	By: _____
Michelle Mcclellan, Executive Director	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 rations, 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. Design concepts will consider holistic 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 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.

Historical background investigation will need to be performed by the Contractor to gain thorough understanding of hydrological conditions, sediment movement, channel characteristics, and shear stress etc. This information, coupled with input from project cooperators will help shape design plans. The contractor will be expected to review, analyze and incorporate existing data and collect other data as necessary for describing and predicting specific hydrologic conditions related to floodplain connectivity, water quality, channel morphology, sediment routing, aquatic habitat, and riparian and upland vegetation 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 is required to meet deliverables established by design review teams.

Evaluating potential habitat uplift and restoration potential, while accounting for any restrictive parameters at the site should drive design development. 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 may need to be boulder centric with measures to secure large woody debris to reduce potential migration.

Key elements for the project to be addressed in proposals are; minimizing impacts to salmonids during construction, 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, including grazing reduction enclosures. Additional features for consideration 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/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.

Implementation related tasks will be covered under a separate contract with a qualified construction entity of which shall be responsible for staking if necessary. Global Position Systems in decimal degrees with RM denoted on all design plans is preferred over physical staking of structure locations. 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 an itemized cost itemization for 30%, 80% and 100% deliverables including all required supplemental reports, meetings, and permitting/environmental compliance assistance. Aspects of consideration in regard to inclusion in the implementation report and associated will be covered under a separate contract with a qualified construction entity of which shall be responsible for staking if necessary. Implementation related duties are described in detail in section 2.0 below;

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 **NFWWRW RM 6.5-7.7 Design**

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.

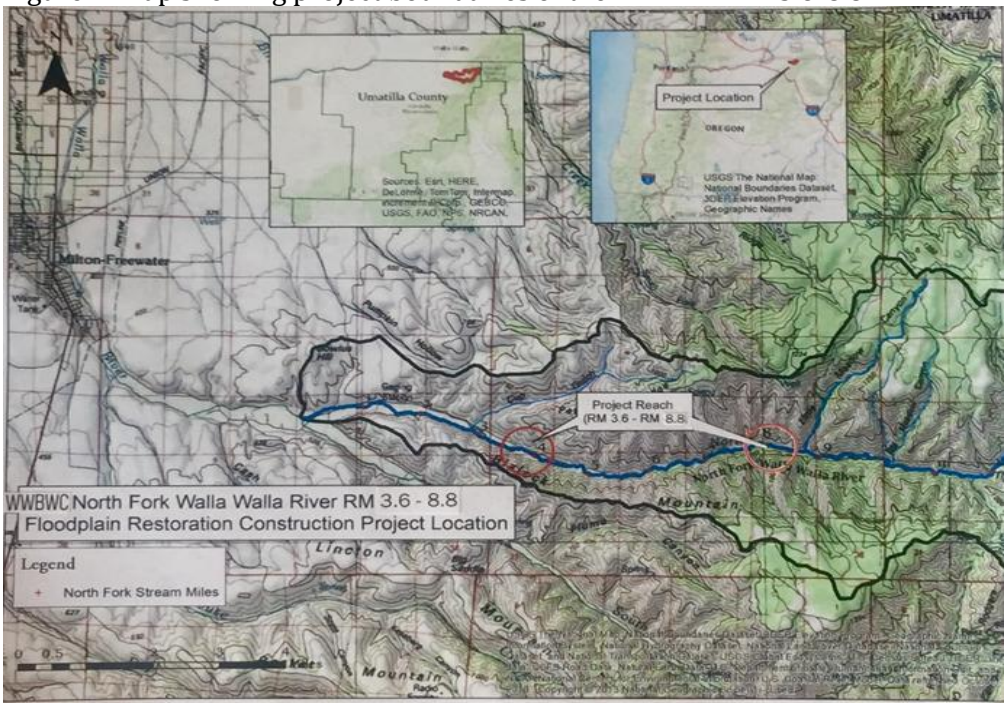

Figure 2. Topography features of the RM 3.6-8.8 NFWWR overall project area.

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

Figure 4. Single channel flume resulted from emergency flood protection actions near RM 6.6.

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 3 activities.

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

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

Figure 10. After restoration treatment NFWWR phase two.

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

Figure 12. After restoration treatment NFWWR 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 should include strategies such as trenching which produced 85% tree survival.

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 redcue pressure on naturally regenerating saplings.

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

Figure 23. Conceptual 15% designs for RM 6.5-6.7 were developed in 2021.

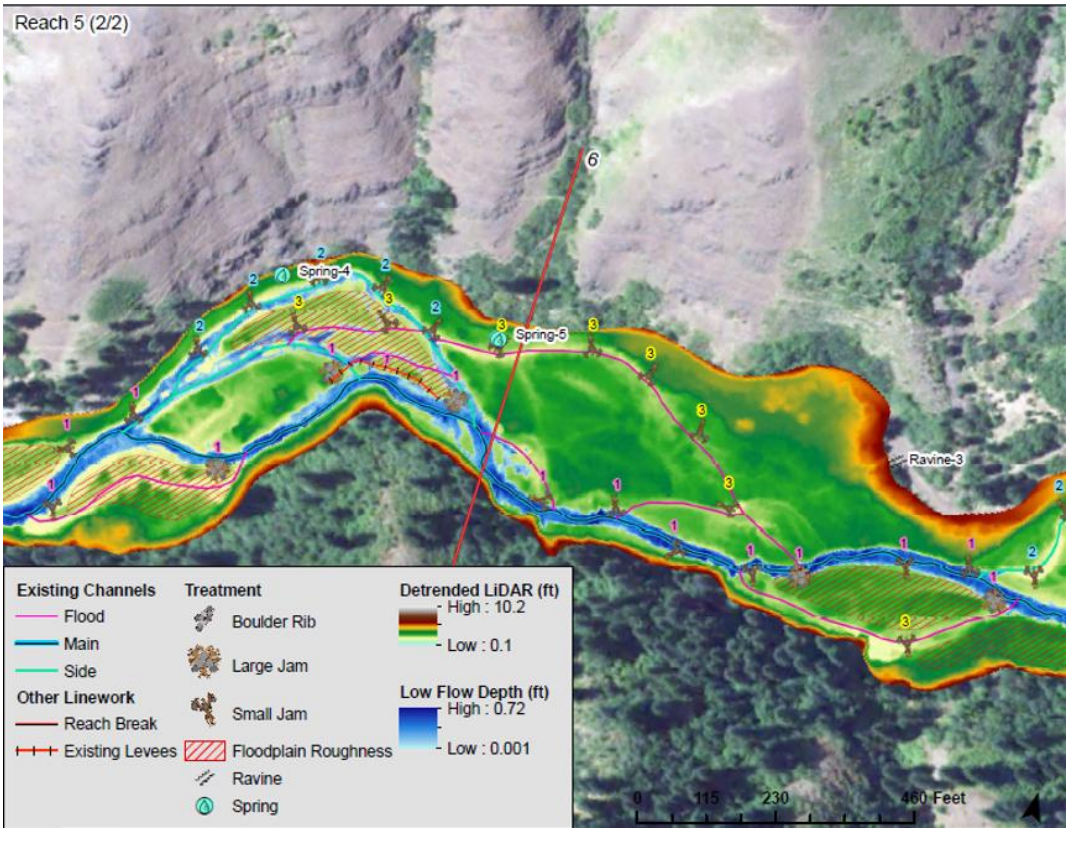

Figure 24. Conceptual 15% designs for RM 6.7-7.1 were developed in 2021.

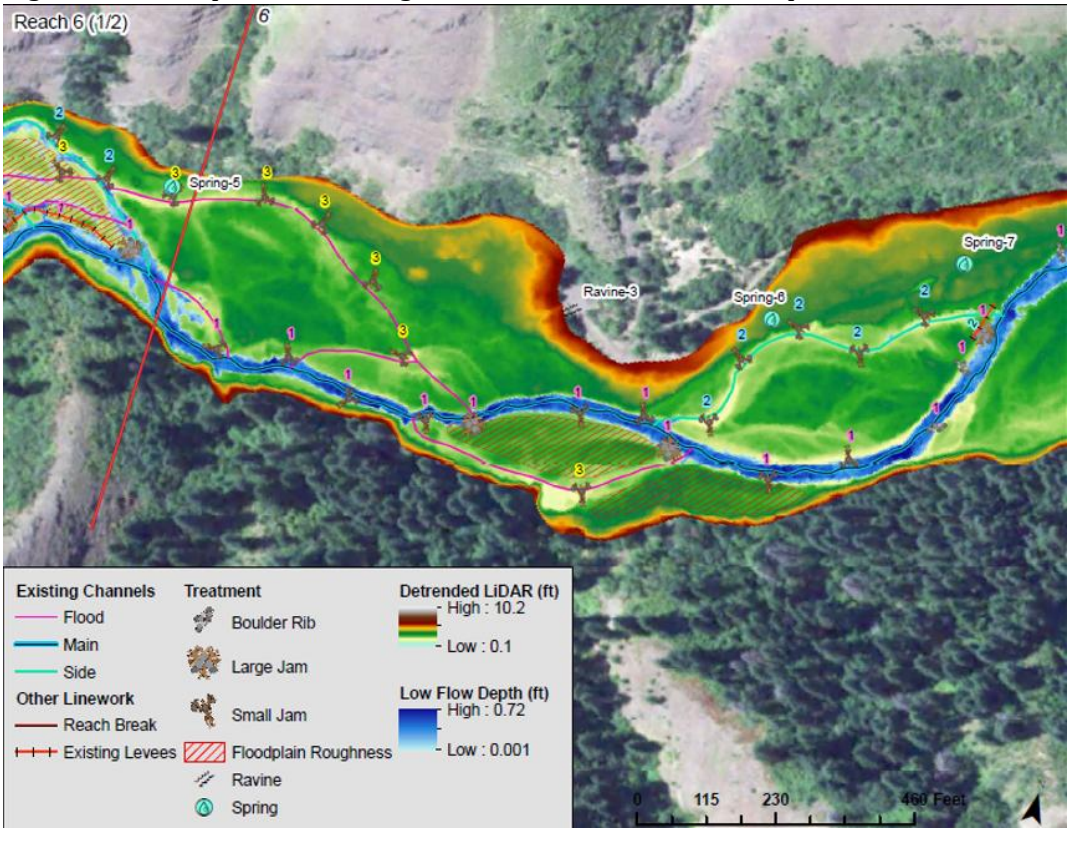

Figure 25. Figure 23. Conceptual 15% designs for RM 7.1-7.4 were developed in 2021.

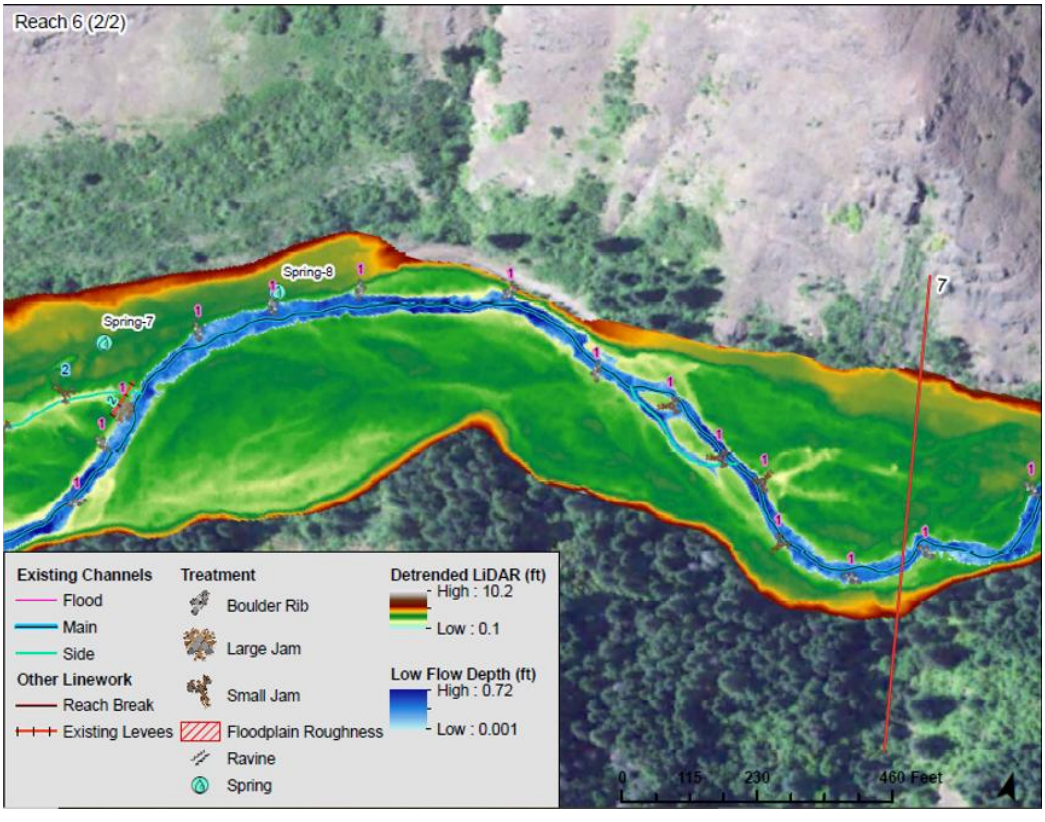

Figure 26. Figure 23. Conceptual 15% designs for RM 7.4-7.7 were developed in 2021.