

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

REQUEST FOR PROPOSALS

Couse Creek RM 7.5-9 Floodplain and Aquatic Habitat Restoration

Date: September 16, 2024

Proposal Deadline: **4 pm (local time) on October 11, 2024**

The Walla Walla Basin Watershed Council (WWBWC) requests proposals for materials acquisition and construction of low-tech, process-based restoration structures in a 1.5 mile reach of Couse Creek, a tributary to the Walla Walla River in Oregon.

- Construction will occur during the summers of 2025 and 2026.
- The agreement will be active until **October 31, 2026**.

This Request for Proposal provides prospective respondents with information to prepare and submit proposals for **Couse Creek RM 7.5-9 Floodplain and Aquatic Habitat Restoration**.

NOTE: This project is funded with Oregon state and federal dollars and is therefore governed by prevailing wage requirements. All contractors and subcontractors must abide by Davis-Bacon Laws and Oregon State BOLI wage and labor requirements.

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SECTION 1: INTRODUCTION AND BACKGROUND

1.1 REQUEST FOR PROPOSALS

This Request for Proposal (RFP) contains instructions for proposals to be submitted and the required content to be eligible for consideration.

Any requests for clarification or additional information regarding submission of this RFP shall be submitted **in writing** via email (rfp@wwbwc.org). Written requests for interpretation, clarification, and/or additional information must be received no later than **4 pm on September 27, 2024**.

1.2 SUBMISSION OF PROPOSAL

Respondents are requested to submit:

- One (1) copy of their technical proposal (electronic is preferred)
- One (1) copy of their price proposal, utilizing Attachment A as the template

Proposals must be received no later than **4 pm local time, October 11, 2024**, via email (rfp@wwbwc.org) or delivered to 810 S. Main Street, Milton-Freewater, OR 97862. Proposals submitted via email are preferred. Responses must be in the format described below. Proposals shall be addressed as follows:

Walla Walla Basin Watershed Council
Attention: Tara Patten
810 S. Main Street
Milton-Freewater, OR 97862

1.3 SUBMITTAL INSTRUCTIONS

- Proposals may be emailed, mailed or hand-delivered. If the proposal is sent by email, please call the WWBWC to ensure the email was received (541-938-2170). If the proposal is sent by mail, please allow extra time for delivery before the deadline.
- 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.
- Proposals become the property of the WWBWC upon receipt of same by the WWBWC. The content of proposals will be kept confidential until an award is made.
- 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 PROJECT DESCRIPTION

The project is located on private property in northeast Oregon, approximately 11 miles southeast of Milton-Freewater, Oregon. The project will implement restoration treatments throughout 1.5 miles (RM 7.5-9) of Couse Creek, a tributary that flows into the Walla Walla River near Milton-Freewater (see attached map). Tributary habitat is limited in the Walla Walla Basin, and the proposed low-tech, process-based restoration (LTPBR) treatment will improve spawning and rearing habitat for Mid-Columbia Steelhead. Couse Creek is listed in regional steelhead recovery plans as a primary spawning area for the Walla Walla River population. Limiting factors include

stream temperature, sediment homogeneity, low frequency of wood, and reducing duration of seasonal surface flows. Structures that simulate natural wood accumulations and beaver dams will be installed to jumpstart the fluvial processes that increase aquatic habitat complexity, floodplain connectivity, and support riparian vegetation. The long-term objective is to improve conditions for steelhead in Couse Creek by providing refugia for juveniles, enhance spawning conditions for adults, and decreasing stranding mortalities due to thermal barriers and dry stream reaches.

The restoration actions proposed in the design document are intended to address multiple limiting factors for spawning habitat such as homogenous channel structure, reduced riparian function, diminished flow refugia and cover, and floodplain connectivity. It is inferred that the installment of post-assisted log structures (PALS), beaver dam analogs (BDAs), and strategically placed whole trees will drive hydraulic diversity that will lead to habitat complexity. Adding structure to Couse Creek will likely force overbank flows, create the hydraulic diversity necessary for sorting sediments, and inundate a greater extent of riparian communities over a wider range of flow stages. These outcomes have been linked to more suitable habitat because they nourish the development of bars and pool-riffle sequences and attenuate the effect of peak discharges by dispersing high energy runoff to the surrounding floodplain. Improvements to the riparian zone will also provide important cover and refuge for all life stages of steelhead.

Conceptual designs (15%) are typically adequate to inform placement and construction of the structures used for low-tech, process-based restoration. Structural elements proposed in the design include multiple types of large wood accumulations: PALS, wood jams not supported by posts (constructed via direct felling of trees and grip hoisting), and BDAs. These structure types can be built using a variety of locally sourced material (from adjacent floodplains or forest management activities) and installed using manual labor or small equipment that will result in minimal impact to existing riparian vegetation and in-stream habitat. The private landowner has agreed to allow strategic harvest of onsite conifers and cottonwoods for project use.

Implementation Details:

- The design report is available for download at <https://wwbwc.org/projects/contractor-info> and describes several phases of construction and adaptive management. This RFP is for the first phase of implementation and includes 2 years of construction activities. Subsequent phases of work are outside the scope of this request and may include riparian revegetation, additional structures, monitoring, and adaptive management to achieve desired outcomes.
- WWBWC will work with state and federal agencies to obtain all required permits and complete environmental compliance tasks prior to construction.
- The contractor will be responsible for all materials acquisition and staging, which will include selective use of onsite cottonwoods and conifers. The contractor will work with WWBWC to develop an approved plan for all wood material harvested onsite.
- The contractor will install approximately 150 bank-attached, mid-channel, and channel-spanning structures over two summers (2025 and 2026), as described in the design report.

- All instream work will occur during ODFW’s approved in-water work window for Couse Creek (July 1 - October 31). Much of the project area is dry during this time.

1.5 DELIVERABLES

- Install Phase 1 structures according to designs, permit requirements, and the Scope of Work in Attachment A.
- Complete as-built condition assessment report

1.6 SCHEDULE

- Contracting is subject to funding
- Construction must occur between July 1 and October 31 in 2025 and 2026.

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 **Couse Creek RM 7.5-9 Floodplain and Aquatic Habitat Restoration**. 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

If it becomes necessary to revise any part of the RFP, an addendum will be placed online on the WWBWC website (www.wwbwc.org) by **4 pm October 2, 2024**. Respondents are responsible to check online prior to submission of their proposal.

2.3 ANSWERS TO WRITTEN QUESTIONS

Answers to written questions about the proposals will be provided by **4 pm October 2, 2024**.

2.4 SCOPE OF TERMS AND CONDITIONS

The general terms and conditions listed in the **CONSTRUCTION AGREEMENT (Attachment A)** shall govern any Agreements ensuing from this RFP.

The WWBWC prefers to use the terms and conditions in our Agreement, but will consider requested changes.

2.5 AWARD OF CONTRACT

Agreements may be negotiated with Respondents whose proposal is determined to be most responsive to the WWBWC's needs and most advantageous to the WWBWC as solely determined by the WWBWC.

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

2.6 AGREEMENT

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

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

The WWBWC will request services or assistance and Respondent shall review its resources to verify their availability to satisfy the WWBWC's request. Respondent will provide a written response describing the approach to be taken for performing requested services, estimated cost, key team members and the schedule for completion. Services under the Agreement will be conferred by a Task Order and executed by both parties.

2.7 RESPONDENT RESPONSIBLE FOR PROPOSAL COSTS

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

2.8 ECONOMY OF PROPOSALS

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

2.9 PROPOSAL BINDING

Respondents are advised that proposals shall be binding upon the Respondent for sixty (60) 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 in writing by email as to acceptance or rejection of their proposal. The WWBWC plans to release such letters within fifteen (15) days of the proposal submittal deadline. The WWBWC may delay this action if it is deemed in the best interest of the WWBWC.

2.11 RIGHT TO REJECT PROPOSALS AND NEGOTIATION

The WWBWC reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all terms in the proposal, if it is deemed in the WWBWC's best interest.

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

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.

Proposals made in a superfluous manner where technical sections submitted do not demonstrate discernible strength or potential value to the WWBWC may be disregarded altogether.

3.2 PROPOSAL FORMAT

The proposal format shall be as follows:

All Sections – The page limit includes tables, figures, photographs and other graphical representations, all of which must be included within the same contiguous section. Page limits refer to limits of text (i.e. double-sided prints will be counted as two pages).

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.

Proposal Presentation – A table of contents or similar must be utilized to clearly indicate subsequent sections of the proposal.

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

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 and whether staff are licensed in Oregon, Washington or both.

Technical Discipline Section – There is no page limit, but pages must be 8.5” x 11”. Please describe your company’s expertise by providing examples of previous projects and their deliverables. See 3.3 for further details.

Staff Biographies – Two (2) page maximum. Page must be 8.5” x 11”. Brief personnel sketches or summaries for key team members.

Price Proposal (Bid) – Provide a bid for the work including estimated start and completion dates. The bid value should be determined by the hourly rate and number of hours. See 3.4 for further details.

Terms and Conditions – There is no page limit, but pages must be 8.5” x 11”. Respondents shall identify questions or suggested changes to the Terms and Conditions of the **CONSTRUCTION CONTRACT (Attachment A)** should they be chosen by the WWBWC.

3.3 TECHNICAL DISCIPLINE SECTION DETAIL

The technical discipline section shall include the following information:

Project Experience – Relevant project experience in the technical discipline area. For previous projects please provide a brief description of the project. You may include photographs, graphs, or other graphics.

Project Approach – Please describe the methods to be used and the rationale for the proposed approach.

3.4 PRICE PROPOSAL

Provide respondent company’s billing structure, including labor rate structures by staff categories and other non-labor rates as described in **Attachment B: Price Proposal Guidelines**. Please provide a table showing the company’s rates for the Agreement period and the costs for equipment, supplies, and travel expenses. The rate table must provide information on all proposed mark-ups and fees, and will be incorporated into the selected company’s **CONSTRUCTION CONTRACT (Attachment A)**.

****Please Note: The price proposal should itemize costs by year and in such a way that the number of structures contracted for installation during Phase I can be scaled down if needed due to project budget.**

****Please note: This project is funded in part by federal dollars and is subject to Davis-Bacon Prevailing Wage Laws.**

3.5 SELECTION PROCESS

Professional companies will be evaluated on the Respondents' relative experience, project staff, technical approach, availability, and price proposal.

3.6 REQUEST FOR PROPOSAL SCHEDULE

The RFP Schedule is tentatively set as follows:

Publish Request for Proposals	September 16, 2024
Written Questions Due	4 pm on September 27, 2024
Site Visit (optional, upon request)	Visit must occur before September 27, 2024
Addendum to RFP (if needed)	4 pm on October 2, 2024
Responses to Questions	4 pm on October 2, 2024
Proposals Due	4 pm on October 11, 2024
Notification of Bid Award	Within 15 days of the proposal due date

WALLA WALLA BASIN WATERSHED COUNCIL

ATTACHMENT A – DRAFT CONSTRUCTION CONTRACT

Couse Creek RM 7.5-9 Floodplain and Aquatic Habitat Restoration

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

1. Agreement

1.1 Scope of Work. The CONTRACTOR agrees to perform the services (“**Services**”) as described and detailed in the Scope of Work (**Schedule A**).

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 AMOUNT**.

1.3 Term. This agreement commences on the date this agreement is authorized by both parties and terminates on **10/31/2026**, unless otherwise noted.

1.4 Designated Contact. The representative for the WWBWC is **Tara Patten**. The representative for the CONTRACTOR is **CONTACT 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 This project is funded with Oregon state and federal dollars and is therefore governed by prevailing wage requirements. All contractors and subcontractors must abide by Davis-Bacon Laws and Oregon State BOLI wage and labor requirements.

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

3. Representations and Warranties

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

3.2 Compliance with Laws. The CONTRACTOR shall comply with all applicable tribal, state, local, and

federal laws. The CONTRACTOR represents that it has reviewed, and is familiar with, all laws relevant to the performance of services under this agreement.

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

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

4. INDEMNIFICATION

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

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

5. Work Product

5.1 Definition. “**Work Product**” means any work papers, reports, information, drawings, or internal memoranda of any kind, including photographs, and any written or graphic material, or other materials, however produced, prepared by, collected, generated, or created by the CONTRACTOR in connection with 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 the Services. The CONTRACTOR shall require all employees to maintain the Work Product's confidentiality.

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

6. Insurance [Check the appropriate box]

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

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

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

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

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

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

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

7. Termination

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

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

8. General Terms

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

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

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

8.4 Notices. Notices must be in writing. Delivery occurs when the other party receives notice through

certified mail or a reputable overnight courier. Representative addresses are as follows:

The WWBWC:

810 South Main St. Milton-Freewater, OR 97862
Attn: Tara Patten
tara.patten@wwbwc.org
Telephone: 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 or by facsimile.

Walla Walla Basin Watershed Council

COMPANY NAME

By: _____

By: _____

Troy Baker, Executive Director

CONTRACTOR

Contractor and all subcontractors are subject to the following statutory and national policy requirements below. By signing this contract, the Contractor agrees that it will comply with applicable provisions below.

NONDISCRIMINATION
On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by: DOE at 10 CFR Part 1040
On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR Part 60 and EPA at 40 CFR Parts 7 and 12.
On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90. DOE at 10 CFR Part 1040
On the basis of handicap, in: <ol style="list-style-type: none"> 1. Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DOE at 10 CFR Part 1040. 2. The Architectural Barriers Act of 1968 (42 USC 4151, et seq.). 3. Americans with Disabilities Act. 42 USC 12101 et. seq
LIVE ORGANISMS
Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217- 227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: <ul style="list-style-type: none"> • Endangered Species Act of 1973 (16 U.S.C. 1531-1543); • Marine Mammal Protection Act (16 U.S.C. 1361-1384); • Lacey Act (18 U.S.C.42); • and Convention on International Trade in Endangered Species of Wild Fauna and Flora.
ENVIRONMENTAL STANDARDS
Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799]. EPA at 40 CFR Part 6
The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process. DOE at 10 CFR Part 1021
Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas. DOE at 10 CFR Part 1022
All existing or proposed components of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C.1271, et seq.). EPA at 40 CFR Part 6
Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42U.S.C. 300h-3). EPA at 40 CFR Part 6
HEALTH & SAFETY GUIDELINES
Labor Standards under Federally Assisted Construction: Construction Work Hours and Safety Standards Act 40 USC 327-333
Text Messaging While Driving - EO 13513
NATIONAL SECURITY GUIDELINES
Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, dated September 23, 2001.

GENERAL MISCELLANEOUS REQUIREMENTS
Drug Free Workplace 41 USC 701 et seq. DOE at 10 CFR Part 607
Civil False Claims Act 31 USC 2739
Criminal False Claims Act 18 USC 287 and 1001 31 USC 3801, 45 CFR 79
Government-wide Debarment and Suspension (Nonprocurement) DOE at 10 CFR 1036
Lobbying Prohibitions 31 USC 1352, stipulates that (1) No Federal appropriated funds have been paid or will be paid, any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the SF Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. DOE at 10 CFR Part 601
Metric System 15 USC 205 and Executive Order 12770
Misconduct in Science Policies and responsibilities associated with prevention, detection, and handling of misconduct in science allegations as stipulated in regulations: DOE at 10 CFR Part 733 [Federal Register: December 6, 2000 (Volume 65, Number 235)] [Notices] [Page 76260-76264]
National Historic Preservation The recipient agrees to identify to the awarding agency all property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide all the help the awarding agency may need, with respect to the award. 16 USC 470f
Trafficking in Persons By signing or accepting funds under the agreement, the recipient agrees that it will comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175.
Whistleblower Protection Awardees are notified of the applicability of 41 U.S.C. § 4712, as amended by P.L. 112-239, providing protection for whistleblowers.
Patents, Trademarks and Copyrights 35 USC 202-204 and 37 CFR 401
Privacy Act 5 USC 552a
Copeland Act 40 USC 4135
Davis Bacon Act 40 USC 3141 et.seq

SCHEDULE A: SCOPE OF WORK

1. BACKGROUND

The project is located on private property in northeast Oregon, approximately 11 miles south of Milton-Freewater, Oregon. The project will implement restoration treatments throughout 1.5 miles (RM 7.5-9) of Couse Creek, a tributary that flows into the Walla Walla River near Milton-Freewater. Tributary habitat is limited in the Walla Walla Basin, and the proposed process-oriented restoration treatment will improve spawning and rearing habitat for Mid-Columbia Steelhead. Couse Creek is listed in regional steelhead recovery plans as a primary spawning area for the Walla Walla River population. Limiting factors include stream temperature, sediment homogeneity, low frequency of wood, and reducing duration of seasonal surface flows. Structures that simulate natural wood accumulations and beaver dams will be installed to jumpstart the fluvial processes that increase aquatic habitat complexity, floodplain connectivity, and support riparian vegetation. The long-term objective is to improve conditions for steelhead in Couse Creek by providing refugia for juveniles, enhance spawning conditions for adults, and decreasing stranding mortalities due to thermal barriers and dry stream reaches.

The restoration actions proposed in the design document are intended to address multiple limiting factors for spawning habitat such as homogenous channel structure, reduced riparian function, diminished flow refugia and cover, and floodplain connectivity. It is inferred that the installment of post-assisted log structures (PALS), beaver dam analogs (BDAs), and strategically placed whole trees will drive hydraulic diversity that will lead to habitat complexity. Adding structure to Couse Creek will likely force overbank flows, create the hydraulic diversity necessary for sorting sediments, and inundate a greater extent of riparian communities over a wider range of flow stages. These outcomes have been linked to more suitable habitat because they nourish the development of bars and pool-riffle sequences and attenuate the effect of peak discharges by dispersing high energy runoff to the surrounding floodplain. Improvements to the riparian zone will also provide important cover and refuge for all life stages of steelhead.

Conceptual designs (15%) are typically adequate to inform placement and construction of the structures used for low-tech, process-based restoration. Structural elements proposed in the design include multiple types of large wood accumulations: PALS, wood jams not supported by posts (constructed via direct felling of trees and grip hoisting), and BDAs. These structure types can be built using a variety of locally sourced material (from adjacent floodplains or forest management activities) and installed using manual labor or small equipment that will result in minimal impact to existing riparian vegetation and in-stream habitat. The private landowner has agreed to allow strategic harvest of onsite conifers and cottonwoods for project use.

2. SCOPE

2.1 Scope of Work

- It is the responsibility of the contractor to supply the materials, equipment, and labor to install structures as described in Phase 1 of the design report. The design report is available for download at <https://wwbwc.org/projects/contractor-info> and describes several phases of construction and adaptive management. This contract covers the first phase of implementation, which includes 2 years of construction activities. Subsequent phases of work are outside the scope of this contract and may include riparian revegetation, additional structures, monitoring, and adaptive management to achieve desired outcomes.
- WWBWC will work with state and federal agencies to obtain all required permits and complete environmental compliance tasks prior to construction.

- The contractor will be responsible for all materials acquisition and staging, which will include selective use of onsite cottonwoods and conifers. The contractor will work with WWBWC to develop an approved plan for all wood material harvested onsite. Material and fill estimates are available for download at <https://wwbwc.org/projects/contractor-info>
- The contractor will install approximately 150 bank-attached, mid-channel, and channel-spanning structures over two summers (2025 and 2026), as described in the design report.
- All instream work will occur during ODFW's approved in-water work window for Couse Creek (July 1 - October 31). Much of the project area is dry during this time.
- The project site has a dirt access road through the length of the project area.
- The project design divides the structures into four different complexes with distinct hydraulic and geomorphic objectives. The contractor is responsible for constructing the various types of wood structures and for recommending modifications as needed in order to achieve the desired objectives. Unlike engineered restoration, low-tech, process-based (LTPBR) projects utilize a 15% conceptual design to guide installation and assumes that some on-site changes will be made during construction based on site conditions. The process includes an ongoing adaptive management approach to the project that will be carried out by WWBWC and partners in subsequent years.

Construction must be completed by October 31, 2026.

2.2 Equipment and Conservation Standards:

The Contractor must follow the HIP General Conservation and Implementation Measures detailed in Appendices I and J of the Design Report.

2.3 Materials and Services Furnished by the Contractor:

The Contractor must supply all materials, 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 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.

2.5 Contractor Bonding, Liability, Licensing and Insurance Requirements

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

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 AMOUNT**.*

II. PAYMENT PROCEDURES.

A. CONSULTANT shall submit monthly invoices for reimbursement and the final invoice within fifteen (15) days of project completion.

B. Invoices must conspicuously indicate they are for **Couse Creek RM 7.5-9 Construction**.

C. Invoices must clearly state the dates of services that are being billed. Reimbursement will not be made for any work performed outside the project dates stated in this contract. **PROJECT START DATE** and **PROJECT END DATE**.

D. Invoices must itemize costs as shown in their project proposal.

E. CONSULTANT must provide documentation they have complied with all **FEDERAL/STATE** prevailing wage requirements.

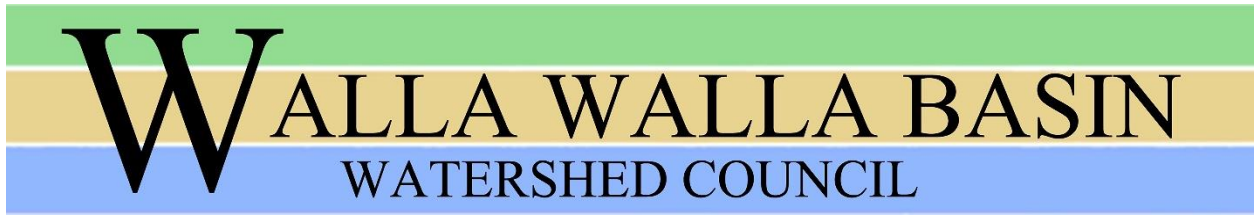
F. CONSULTANT must submit an original vendor invoice along with the CONSULTANT invoice for all items listed under capital equipment and project materials for reimbursement. CONSULTANT invoice reimbursement shall not exceed contracted cost.

G. Invoices must be complete and accurate to qualify for reimbursement.

H. The WWBWC will reimburse the CONSULTANT for correctly submitted invoices within forty-five (45) days of receipt.

I. Invoices needing correction will be reimbursed within forty-five (45) days of receipt of the corrected invoice.

J. Payment on disputed invoices will be delayed until the dispute has been resolved to the satisfaction of WWBWC and their funders.



ATTACHMENT B – PRICE PROPOSAL GUIDELINES

Company Name: _____

Project Name: **Couse Creek RM 7.5-9 Floodplain and Aquatic Habitat Restoration**

Position Title	Hour Rate

*All position titles to be used on Task Order Assignments must be shown

**All costs must be included in the hourly rates. No additional project costs will be allowed. Administrative expenses, including, but not limited to, the following should be incorporated into labor rates and shall not be billed as a separate charge:

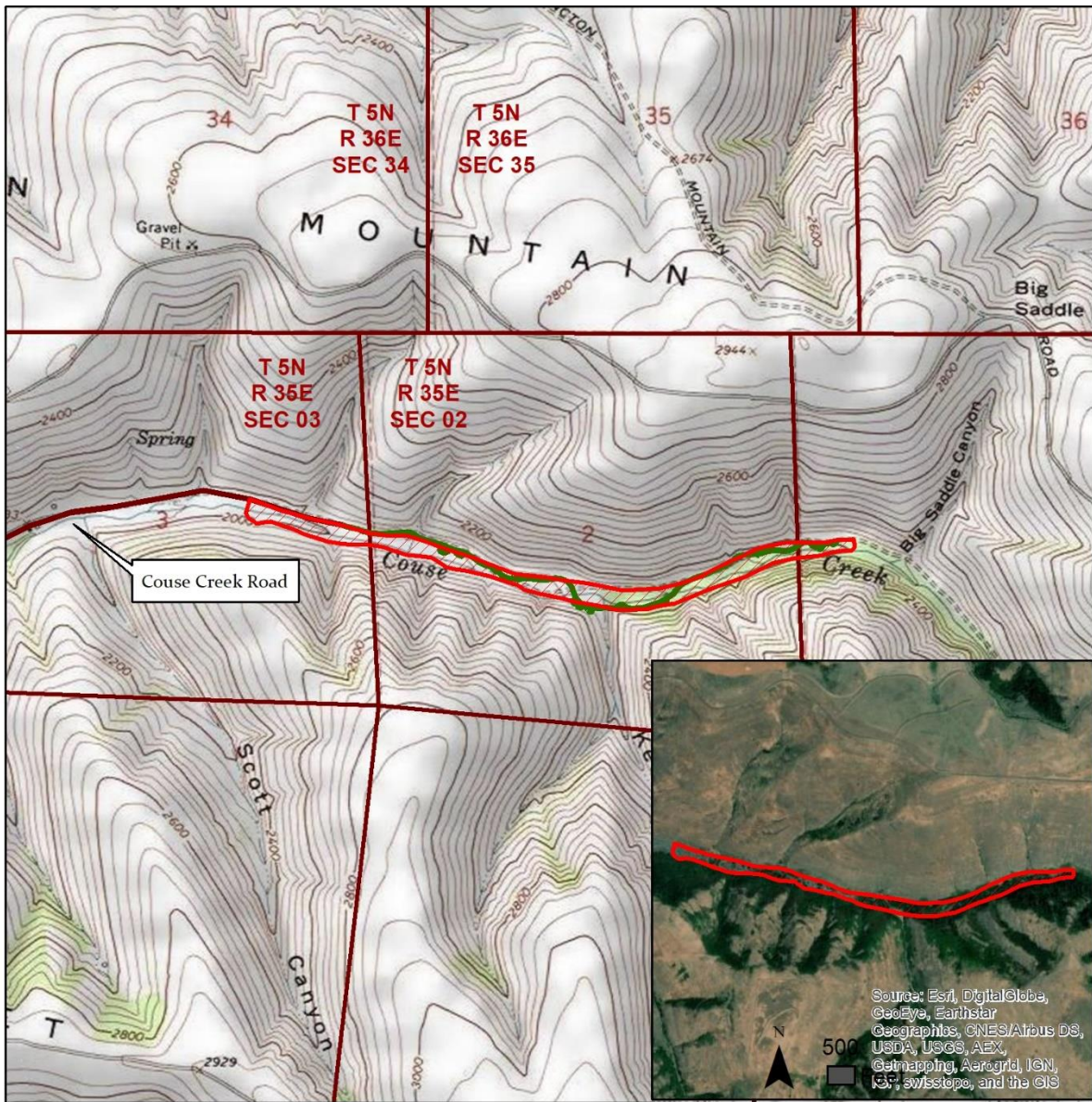
- ◆ Telephone charges
- ◆ Postage and delivery
- ◆ Technology costs (computer usage, office equipment, etc.)
- ◆ Accounting
- ◆ Marketing

If your company is proposing reimbursement for travels costs, describe your travel policy (i.e. limits on meals, mileage rate and personnel hourly rate during travel time).

Please list applicable equipment charges and fees in the table below.





Applicable Fees/Equipment	Cost

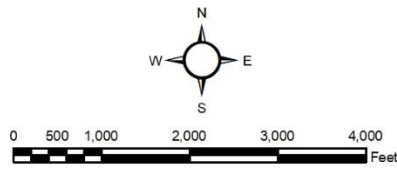
MAP



Couse Creek RM 7.5 - 9 Project

Area of Potential Effect Map
 Umatilla County, OR
 Weston Mountain Quadrangle

-  Area of Potential Effect
-  Access Road
-  Staging Road
-  PLSS Section



September 3, 2024

