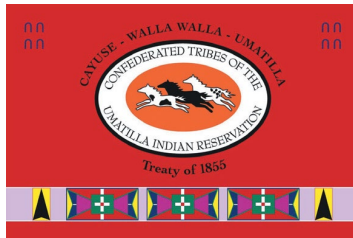


REQUEST FOR PROPOSALS (RFP)

Confederated Tribes of the Umatilla Indian Reservation
North Fork John Day Fish Habitat Enhancement Project
Department of Natural Resources

Kuckucéepe téekin (Bull Run Creek RM 3) Phase II Implementation Project (Grant County, Oregon)



RFP No. 2024-03/421-122
DATE ISSUED: October 8, 2024

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Critical Dates:

Site Visit:	Tuesday, November 5th, 2024, 9:00 a.m. PST
Question Submission deadline:	Wednesday, November 13th, 2024, 2:00 p.m. PST
Proposal Submission Deadline:	Tuesday November 26th, 2024 - 4:00 p.m. PST
Tentative Award Selection (est.):	Thursday December 5th, 2024
Contract Award (est.):	May 1, 2025
Project Initiation (est.):	July 15, 2025
Project Completion:	August 30, 2025

Attachments

Attachment A – Cost Sheet
Attachment B – Bull Run Creek RM 3 Phase II Plan Set
Attachment C – BPA HIP IV Handbook

PART I - GENERAL INFORMATION and RFP PROCESS
Kuckucéepe téekin (Bull Run Creek RM 3) Phase II Implementation Project

1.1 Project Location and Purpose

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR), in collaboration with the Wallowa-Whitman National Forest and the North Fork John Day Watershed Council (NFJWC), are working to improve floodplain and stream channel habitats along 1.8 miles of Bull Run Creek (Figure 1). Collaborators are pursuing restoration with a focus upon addressing ecological concerns and restoration of the CTUIR's First Foods. Bull Run Creek is a major tributary in the headwaters of the North Fork John Day River in Grant County, Oregon near the town of Granite. CTUIR has identified the Granite Creek basin as a focal area for terrestrial and aquatic restoration that falls within the Middle Columbia River Distinct Population Segment and the John Day River Major Population Group as identified in the Middle Columbia Steelhead Endangered Species Act Recovery Plan.



Figure 1. Bull Run Creek RM 3 Restoration site area map. Flow right to left

Mine tailing restoration at this location was listed as a priority action in the Wallowa-Whitman National Forest's 2012 Bull Run Creek Action Plan, developed to identify the highest priority actions within the basin in support of multidisciplinary land management practices and endangered species recovery. The site is located within an active mining claim, though significant effort has been made to avoid conflict with the miner's approved plan of operation.

Kuckucéepe téekin (Bull Run Creek RM 3) Implementation was designed as a multi-phased project. The first phase, completed in 2023, involved the excavation and offsite removal of coarse mine tailings, as well as the addition of soil amendment (biochar mixed with fill) to the floodplain in an effort to recreate natural conditions. Side channels and swales were excavated, though not immediately connected to the existing channel, and approximately 150 large woody debris (LWD) structures were developed to increase stream channel complexity, localize sediment scour and deposition within the channel, and contribute to floodplain connection. Additionally, an initial round of plantings was performed on the restored floodplain using willow stakes.

Phase two of the project will continue these efforts by excavating and disposing of excess mine tailings. The existing channel will be filled where appropriate, using on-site material, if possible, to activate new side channels developed in phase one. Large wood structures and rock features will be constructed to enhance floodplain and instream habitat complexity as well as hydrologic function. To the extent possible, materials will originate from within the project site, however, a potential need for offsite wood sourced from nearby sites exists and contractor supplied silts and clay may be necessary. To encourage floodplain recovery, native vegetation will be planted throughout the project site and all disturbed surfaces will be smoothed and cleared of excess native and non-native materials, as directed by CTUIR.

The project site is located on land managed by the Wallowa-Whitman National Forest. Private lands occur immediately downstream of the project site. For the purposes of this contract, the CTUIR will be the contract administrator for both the implementation contract and a separate Implementation oversight contract. As such, Collaborator staff on site will be responsible for approving constructed features on a daily basis. Larger decisions and approvals will require consensus of all Collaborator representatives. Collaborator representatives, unless others are designated as a proxy for a specific duration, will include:

- Wallowa Whitman National Forest
 - o Bob Hassmiller
 - o William Glenn

- North Fork John Day Watershed Council
 - o Javan Bailey
 - o Kristen Waltz

- CTUIR
 - o John Zakrajsek
 - o Tamara Payton
 - o John Clark

The CTUIR is requesting proposals for specified project elements described in detail in Part II of this RFP and accompanying Project Design Report and Plan Set.

1.2 Project Timeline

The CTUIR's preference is for all phase two work to occur within a single year which may require work outside of the approved July 15 to August 15, 2025, instream work window. Aspects of the project may occur outside of the ordinary work window, which don't impinge upon the ordinary high-water mark, or after an extension to that window is granted by permitting agencies. To facilitate any work window extension request, and to ensure all Collaborators and contractors are aware of timelines, a schedule will

be required of the implementation contractor two months ahead of the beginning of any work. If a work window extension is to be requested, the CTUIR must be made aware of this several weeks before the need arrives. The CTUIR is willing to work with contractors to accommodate timeline and implementation efficiencies and cost reductions within the parameters of the approved design.

1.3 Scope of the Request for Proposals

This RFP provides the specific services to be contracted, information concerning the preparation and submittal of proposals, an explanation of how proposals will be evaluated and terms and conditions of the contract that may be awarded as a result of the RFP. Contractor proposals will demonstrate diligence and focus on bid preparation with specific effort directed at the evaluation, identification, and suggested resolution of discrepancies, lack of clarity, or other questions arising from the evaluation of the final plans, specifications, permits or supplementary project materials that may affect the timing, schedule, execution or unforeseen expenditures related to the project.

1.4 Closing Date for Proposal Submissions

The closing date for proposal submissions will be on **Tuesday, November 26, 2024, at 4:00 pm, Pacific Standard Time (PST)**. Proposals received after the specified time will not be considered. Contractors must submit an electronic version of the proposal by email to:

Julie Burke, julieburke@ctuir.org
Proposal should be in PDF format.

Subject line should read: **“Kuckucéepe téekin (Bull Run Creek RM 3) Phase II Implementation”**

1.5 In Writing

Proposals shall be prepared by printer or typewriter. No oral, handwritten, or telephone proposals will be accepted.

1.6 Necessary Information

Proposals must contain all information requested in the RFP. The CTUIR will not consider additional information submitted after the Closing Date and may reject incomplete proposal packages.

1.7 Cost of Proposals

The CTUIR shall not be liable for expenses incurred by Contractors in either preparing or submitting proposals, evaluation/selection, or contract negotiation process, if any.

1.8 Request for Clarification

Contractors may submit a written request for clarification no later than **Wednesday November 13, 2024 at 2:00 PM**. The CTUIR will not consider any requests submitted after the time period specified above. Any Contractor taking exception to the RFP provisions may be deemed non-responsive and rejected. Questions regarding the RFP or request for clarification shall be sent to the CTUIR’s Technical Representative listed on the RFP’s cover page.

1.9 Response to Requests for Clarification

The CTUIR will promptly respond to properly submitted written request for clarification no later than **Thursday, November 14, 2024 at 4:00 PM PST**.

1.10 Proposals Constitute Firm Offers

Proposal submission represents Contractor’s affirmation that all terms and conditions of the proposal constitute a binding offer that shall remain firm for a period of ninety (90) days from the Closing Date.

1.11 Signature Required; Proposer Affirmations

An authorized representative of the Contractor must sign the original proposal in ink. Contractor's signature and submission of a signed proposal in response to the RFP constitutes Contractor's affirmation that the Contractor agrees to be bound by the terms and conditions of the RFP and by all terms and conditions of the Contract awarded.

1.12 Type of Contract

The CTUIR shall execute a subcontract for habitat restoration services.

1.13 Confidential Information

Bids are confidential until the evaluation and selection process has been completed and the CTUIR has issued a notice of tentative award. Any information a Contractor submits in response to the RFP that the Contractor considers a trade secret or confidential proprietary information, and Contractor wishes to protect from public disclosure, must be clearly labeled with the following: "This information constitutes a trade secret or confidential proprietary information."

1.14 Requests for Further Clarification of Proposals

The CTUIR may request additional clarification from Contractors on any portion of the proposal.

1.15 Cancellation of RFP

The CTUIR may cancel this RFP at any time upon determining it's in the CTUIR's or the landowners' best interest to do so.

1.16 Rejection of Proposals

The CTUIR may reject a particular proposal or all proposals upon finding that it is in the CTUIR's or the landowners' best interest to do so, and/or if the Contractor fails to meet the eligibility requirements.

1.17 Proposal Evaluations and Tentative Award

The CTUIR will provide a written tentative award notice to the responsible Contractor whose proposal is deemed to be most advantageous and of best value towards meeting the project objectives. The CTUIR will enter into negotiations with the responsible Contractor on the following contract terms: (a) Contract tasks; (b) Staffing; (c) Performance Schedule; and (d) A maximum, not to exceed contract price, which is consistent with the Quote and fair and reasonable to the CTUIR, taking into account the estimated value, scope, complexity, and nature of the services to be provided. The CTUIR may also negotiate the statement of work and, at its discretion, add to the scope of services based on a Contractor's recommendations (but still within the scope of this RFP) or reduce the scope of services.

Final award will be contingent upon successful negotiation of a contract within 14 days after the tentative award.

The CTUIR may terminate negotiations if they fail to result in a contract within a reasonable time. The CTUIR will then enter into negotiations with the next responsible Contractor, and if necessary, the third responsible Contractor. If the second or third round of negotiations fails to result in a contract, the CTUIR may formally terminate the solicitation.

1.18 Protest of Tentative Award Selection

A notification of tentative award will be communicated 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 seven (7) calendar days after receiving the notice of selection to submit a written protest of the selection to the RFP contact listed in Part 1.4. The CTUIR will not consider protests submitted after the date established in this Part. The protest must clearly state the grounds upon which the Protest is based.

1.19 Award

After expiration of the seven (7) calendar day selection protest period and resolution of all protests, the CTUIR will proceed with the final award.

1.20 Investigation of References

The CTUIR reserves the right to investigate the references and past performance of any Contractor with respect to its successful performance of similar services, compliance with RFP and contractual obligations, and its lawful payment of suppliers, sub-contractors, and employees. The CTUIR may postpone the award or execution of the contract after the announcement of the apparent successful Bidder to complete its investigation. The CTUIR reserves the right to reject any bid at any time prior to the execution of any resulting contract.

1.21 Amendments

The CTUIR reserves the right to amend the resulting Contract from this RFP. Amendments could include, but are not limited to, changes in the statement of work, extension of time and consideration of changes for the Contractor. All amendments shall be in writing and signed by all approving parties before becoming effective. Only the CTUIR has the final authority to execute changes, notices or amendments to Contract.

1.22 Site Tour

A site tour is tentatively scheduled for **Tuesday, November 5th, 2024, 9:00 AM PST**. Prospective contractors will meet at the Wallowa-Whitman National Forest’s Boundary Creek Guard Station with staff from CTUIR. Contractors are encouraged to attend to inform their proposal.

Directions to Project Site:

From Baker City – Travel west for 26 miles on the Sumpter Stage Highway (Route 7). Turn right onto the Sumpter Valley Highway (Route 220) and travel 16.4 miles to the Wallowa-Whitman National Forest’s Boundary Creek Guard Station.

From Hilgard State Park – Traveling on US 84 take Exit 252 for 12.1 miles turning left onto the USFS 51 Road. Travel 26.1 miles turning left to the USFS 52 Road and 1.6 miles to the USFS 73 Road. Along the 73 Road travel 11.6 miles to the Wallowa-Whitman National Forest’s Boundary Creek Guard Station.

PART II
SERVICES AND MATERIALS TO BE PROVIDED

2.1 Scope of Work

This contract provides for the construction of the Kuckucéepe téekin (Bull Run Creek RM 3) Phase II Implementation Project, including tailing excavation, removal, and grading leading to the creation of an inset floodplain; wasting excavated tailings within temporary or permanent storage locations; creation of stream channel and wetland habitats within the inset floodplain; large wood removal, staging, and placement; and planting native species per design specifications. Construction also includes best management practices (BMPs) and environmental compliance monitoring as needed, including all HIP IV Conservation Measures; necessary permits not obtained by Collaborators; temporary water control measures not limited to diversions, dewatering, and isolation; turbidity monitoring and control; temporary access road development and maintenance; and erosion control measures in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Work Items include:

Work Item#	Work Item	Work Item#	Work Item
1	Pollution and Erosion Control	11	Bull Run Creek Fill
	Pollution and Erosion Control		Area 1
	Isolation		Area 2
2	Clearing and Grubbing		Area 2/3
3	Temporary Access		Area 4
	Roads	12	Spawning Gravel
	Bridges		Area 1 Sorting
Earthwork	Area 1 & 2 Dispersal		
4	Area 2		Area 4 Sorting
	Area 3		Area 3 Dispersal
	Area 4		Area 4 Dispersal
5	Debris Control Structures	13	Gravel Patches Area 3
6	Floodplain Control Structures	14	In-Channel Wood Placement
	Area 1	15	Large Wood Import
	Area 2		Thinned Wood
	Area 3		Standing Wood
Area 4	16	Loose Wood Placement Area 3	
7	Plantings	17	Alluvial Fan Area 3
	Potted	18	Overburden Removal
	Cuttings		Area 1
	Compost		Area 2
Off-Channel Pools	Area 3		
8	Area 1		Area 4
	Area 2	19	Channel Development
	Area 4	20	Site Clean-up
9	Swale	21	Mobilization
	Area 1	22	Optional - Equipment Rental
	Area 2	23	Optional - Fine Material Import
10	Berm Development		
	Area 1		
	Area 3		
	Area 4		

All project elements shall be constructed according to the accepted design's drawings, specifications, and permit conditions, as directed on-site by CTUIR staff or Collaborator representatives. All conservation measures and best management practices outlined in the design and relevant permits will be implemented, maintained, and monitored by the contractor. The CTUIR will negotiate a final contract based on the Contractor's proposal, final design and specification documents; permit requirements; and implementation plan. Contract implementation

will be conditional on receipt of all regulatory permits by project start date. All work shall be completed in accordance with the contract provisions, specifications, and drawings.

2.2 Project Specifications

Final design drawings for the Kuckucéepe téekin (Bull Run Creek RM 3) Phase II Implementation Project are included in ATTACHMENT B. Contractors will review these documents for the site tour and proposal process.

2.3. Kuckucéepe téekin (Bull Run Creek RM 3) Phase II Implementation Project

Work Item 1: POLLUTION AND EROSION CONTROL – Activities will align with relevant design, construction, and permit specifications. Contractor will secure permits not previously obtained by the CTUIR prior to the beginning of design implementation activities. This will include but may not be limited to Oregon DEQ's 1200-C, BPA's Site-Specific Safety Plan, and permits associated with Oregon Department of Forestry. All BMPs will be implemented, monitored, and addressed by the Contractor where they are exceeded. This includes but is not limited to equipment storage and maintenance; sediment and erosion control; dust abatement; invasive species control; workplace isolation; dewatering and turbidity control; and materials storage. BMPs are detailed in the design plan set and Appendix K of the Design report. The contractor will be responsible for monitoring and mitigating turbidity according to HIP IV specifications during implementation which will require turbidity measurements at designated intervals using non-ocular measurements.

Work Item 2: CLEARING AND GRUBBING – Activities will align with relevant design, construction, and permit specifications. Existing vegetation will remain undisturbed to the extent possible. This work item includes all facets of removal of structures and obstructions including the element which states "Work under this section includes removal, haul and disposal of miscellaneous trash, debris, and flotsam in Bull Run Creek, and graded areas." All excess wood and/or rock will be spent on the floodplain or within Bull Run Creek as directed by CTUIR staff, unless directed otherwise.

Work Item 3: TEMPORARY ACCESS

Roads - Activities will align with relevant design, construction, and permit specifications unless efficiencies are identified and approved by the CTUIR's representative. Approximately 2,300' of access roads may be developed, mostly where access routes were developed in 2023.

Bridges - Up to three bridges may be used to cross Bull Run Creek. The number of crossings locations will be minimized to the extent possible.

Work Item 4: EARTHWORK (EXCAVATION, STOCKPILE, AND GRADING) – Activities will align with relevant design, construction, and permit specifications. Tailing excavation will occur in Areas 2, 3, and 4 with material used within the project site or moved to an off-site repository (Work Item 15).

Work Item 5: DEBRIS CONTROL STRUCTURES – Activities will align with relevant design, construction, and permit specifications. Up to 30 structures will be developed under this Work Item, though the number may be reduced based upon site conditions. Structures will be developed along the new channel created prior to channel activation to provide grade control and channel complexity where sand persists within the new channel's substrate. Structure materials will originate from within the project site, though wood sourced for Work Items 4 or 15 may be incorporated.

Work Item 6: FLOODPLAIN DEBRIS CONTROL STRUCTURES – Structures will be comprised of small to medium sized large wood and slash composed of wood from thinning efforts or removed from excavated tailings, tailings, and willow or cottonwood cuttings. Large wood (12" or larger) may be surface placed as part of this structure. The structure will serve to interrupt flows across the floodplain, create sub-critical ponded areas, and increase flow residence time upon the floodplain surface. Efforts should be made to place structures such that they deflect flows into one another and are placed downstream of ponds for stability and to accentuate ponds. Wood

associated with these features will include wood remaining on-site from 2023 and/or that obtained under Work Items 4 or 15. Note structures in Area 3 are smaller than those in other areas.

Work Item 7: PLANTINGS – Plantings will occur in two forms, pots and cuttings. Up to 6,800 potted plants provided by the USFS and propagated at “The Plantworks” in Cove, Oregon will be placed within trenches or individual holes as directed by CTUIR staff. Potted plantings will incorporate ~1 cy³ of compost adjacent to each planting. Multiple plants may be placed in one location and, to the extent possible, plantings will be in contact with groundwater. Cuttings will be secured by the contractor and placed in structures or trenches.

Work Item 8: OFF-CHANNEL POOLS – Pools will be developed to varying widths and at depths-to-groundwater or less, depending on the location. Up to seven ponds will be developed in Area 1, two in Area 2, and one in Area 4. Excavated materials will be used on site to the extent possible with unused materials moved to an off-site repository (Work Item 18).

Work Item 9: SWALE – Swales will be developed to guide floodplain flows in an attempt to avoid creating another stream channel. Excavated materials will be used on site to the extent possible with unused materials moved to an off-site repository (Work Item 15).

Work Item 10: BERM DEVELOPMENT – Berm development will occur in Areas 1 and 4 to encourage stability in sensitive areas using locally sourced tailings, fine material, and wood.

Work Item 11: BULL RUN CREEK FILL – Bull Run Creek will be filled to adjacent floodplain elevation using locally sourced materials. Large wood will be placed adjacent to one another in the upstream portion of the channel fill at baseflow elevation. Vegetation cuttings will be placed alongside and upstream of large wood, with tailings placed atop large wood and filled to adjacent floodplain elevation. The upstream end of channel fill will be developed using 1’ lifts with finer materials washed in. Intermittent ponds may be developed per CTUIR/USFS guidance, with fine materials washed in on the downstream end of the fill if available.

Work Item 12: SPAWNING GRAVEL SORTING AND PLACEMENT – Tailing piles will be sorted to produce material for spawning gravel and Area 3 Gravel Patches (Work Item 13) to size classes of <0.5”, 0.5” to 2.5”, and >2.5”. Fine material will be used for washing into structures or spread across the floodplain; mid-sized material will be used for spawning gravel; and large material will be used on-site or transported to an off-site repository under Work Item 15.

Approximately 2.25 cy³ of sorted material will be placed every foot along the edge of the newly developed stream channel and existing channel where not filled. Gravel will not be compressed, allowing it to mobilize during high flows.

Work Item 13: GRAVEL PATCHES – Gravel patches in Area 3 will consist of tailings sorted to spawning gravel (Work Item 12)

Work Item 14: IN-CHANNEL WOOD PLACEMENT – Large wood sourced during Work Item 4 and/or Work Item 15 will be placed within the stream channel. Placement will include excavation and soft placements in adherence to the plan set and/or as directed by CTUIR staff.

Work Item 15: LARGE WOOD IMPORT – Large wood import will occur in two forms, including:
Thinned Wood – In 2023, the USFS thinned forest stands within the Granite Creek basin. To supplement on-site wood, piled thinned wood will be picked up and transported up to 7.5 miles to the project site for use in Floodplain Debris Structures (Work Item 6). Any remaining wood will be distributed across the floodplain.

Standing Wood – Standing trees will be dug from the ground and transported to the site for use in Work Item 13. Travel distance is expected to be 5 miles or less.

Work Item 16: LOOSE WOOD PLACEMENT AREA 3 – Wood left over from 2023 or obtained through tailing cut will be scattered between Floodplain Debris Control Structures (Work Item 6) on the floodplain surface.

Work Item 17: ALLUVIAL FAN – An alluvial fan will be created immediately downstream of the Boundary Creek culvert to match floodplain elevations. Materials will be sourced from the adjacent tailing berm.

Work Item 18: OVERBURDEN REMOVAL – Excess tailings will be removed to an off-site repository ~5 miles distant from the project site once all activities within the project site are accounted for. Additionally, an estimated 3,770 cy³ of excess tailings will be moved to a hillslope cut portion of Area 4.

Work Item 19: CHANNEL DEVELOPMENT – Up to 300' of new channel will be excavated in Areas 1 and 4 to connect and activate the new channel developed in 2023. Two small meanders will be added to the channel developed in 2023 in Area 4. Excavated material will be used on-site or transported to an off-site repository under Work Item 18.

Work Item 20: SITE CLEAN-UP – All disturbed surfaces will be cleared of excess native and non-native materials as directed by the CTUIR. This includes, but is not limited to, de-compacting and smoothing disturbed areas. Activities will align with relevant design, construction, and permit specifications. Non-native materials will be hauled off and disposed of by the contractor.

Work Item 21: MOBILIZATION – Transportation of equipment to the project site will be at the contractor's discretion and can occur before and after the in-water work window, so long as equipment and material staging is compliant with project BMP's and does not require in-water work. Rental equipment shall be included in this work item. This work item will include site clean-up and restoration as part of demobilization.

Work Item 22: OPTIONAL (EQUIPMENT RENTAL) – Up to 200 hours of equipment rental will be available for use by the Contractor. The intent of this Work Item is to take advantage of unforeseen opportunities as they arise during implementation without compromising the approved design or its specifications. Activities will align with relevant design, construction, and permit specifications. Approval by CTUIR staff will be required prior to the use of these funds.

Work Item 23: OPTIONAL (FINE MATERIAL IMPORT) – Up to 300 cy³ of fine material, for use in sealing Debris Control Structures (Work Item 5) and the upstream end of channel fill (Work Item 11), may be imported. Approval by CTUIR staff will be required prior to the use of these funds.

2.3.1. Required Equipment Standards:

- A. Synthetic hydraulics - hydraulic oil in the track-mounted equipment operating within floodplain areas that are utilized during project construction must meet or exceed stringent acute aquatic toxicity (L-50), which is inherently biodegradable. Example: Chevron Clarity or equivalent. (Note: Compliance with specification will be tested by the CTUIR or designated agent).
- B. Spill Kits (including rag pads and booms) will be required on the project site and activity areas at all times.
- C. Equipment will be free of leaks and in good operating condition.

2.3.2. Minimum Equipment Specifications:

Proposed equipment includes excavators and heavy machinery that facilitates all elements of the project. Equipment proposed by prospective contractors should be included in their proposals. Proposed and accepted equipment are the responsibility of the Contractor in meeting the project construction and timelines as outlined in the Technical Specifications and Drawings.

2.3.3. 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:

1. All costs of equipment, operation, and transportation.

2. An experienced work crew and a qualified supervisor for crew.
3. All required safety equipment and training for crew members in use of tools.
4. Designated representative to supervise contract operations and represent Contractor.
5. All designated materials identified in the project design and specification, excluding those materials specifically identified as being provided by the CTUIR.
6. All material items specified in the Final Bid Sheet.

2.3.4. 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. However, these activities must not occur within a distance of 150 feet of any water body or stream in the vicinity of the project site, unless a variance allows for less distance. The CTUIR or a designated agent reserves the right to inspect the contractor's equipment at any time. 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 CTUIR reserves the right to reject any equipment that does not meet these conditions.

2.3.5. Weed Control

Equipment will be power washed before being mobilized and inspected for weed contamination prior to entering the project site or where materials are sorted and gathered by CTUIR and/or Umatilla National Forest staff.

2.3.6. Fire Prevention and Control

The contractor shall be responsible for fighting his/her own fire(s). The contractor, acting independently, shall immediately extinguish without expense to the CTUIR or the landowner, all fires on or in the vicinity of the project site, which are 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 CTUIR or a designated agent is authorized to procure such items and services as may be deemed necessary and charge to the contractor.

2.3.7. Regulations and Permits

The contractor shall, without additional expense to the CTUIR, be responsible for complying with any Federal and State Laws, Codes, and Regulations applicable to the performance of the work. The contractor will be responsible for securing all permits not previously secured by the CTUIR. This may include but is not necessarily limited Oregon DEQ's 1200-C, BPA's Site Specific Safety Plan, and permits associated with Oregon Department of Forestry, and Umatilla National Forest road use permits

2.3.8. Contractor 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 CTUIR will be responsible for providing liability and workers compensation insurance for its employees when they are on the work site.

Contractors must be a licensed contractor with the State of Oregon (CCB #) and hold liability insurance with the following limits: \$2,000,000 aggregate, and \$1,000,000 per occurrence. Liability insurance must name the CTUIR as an additional insured party for the duration of the project. Contractor must provide Commercial Automobile Liability Insurance in the 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. Contractor must also provide a certificate of workman comp insurance (if contractor has employees).

Contractor shall post Performance and Payment Bonds equal to 100 percent of the contract price before work commences.

A deposit of 5% of the total bid must accompany the proposal. This must be in the form of a bid bond, certified check, or cashier's check issued to "CTUIR DNR Fisheries".

2.3.9. Site Maintenance

The Contractor shall dispose of all refuse created by the Contractor's activities and such refuse shall be hauled off of the project area and disposed of in a lawful manner.

2.3.10. Environmental Effects

The Contractor shall direct his activities in such a manner to minimize adverse effects on the environment.

2.3.11. Furnished Materials and Services:

The CTUIR or designated agent will coordinate with the Contractor to define the work area, staging and fueling/maintenance areas, and access roads, administer the contract, and oversee all work elements. In addition, the CTUIR will provide:

- a. Daily inspection of work for compliance and certification of Contractors' work.
- b. Map of project area.
- c. Design/Construction details.
- d. Right of way agreements, easements, and any other necessary environmental or cultural clearances
- e. Fish and other aquatic species salvage crews.
- f. Live willow cuttings and potted stock for planting.

2.3.12. Bid Itemization

Proposals will include itemized costs per Work Item component by quantities and unit cost (Attachment A) including materials, proposed equipment, equipment hourly rate, operator hourly rate, and personnel hourly rates. The Contractor will provide a price per bid item and total aggregate bid and must utilize the final bid sheet items, units, and quantities for their proposal.

2.3.13. Point of Hire and Release

Project point of hire and release shall be at the project site (45.787495 / -118.374092).

2.3.14. Acceptance of Work

Acceptance of work will be determined by a 100% inspection of the work by the Collaborators with formal acceptance provided by the CTUIR. 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 agreement. 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 CTUIR personnel.

2.3.15. Timeline and Penalties for Unauthorized delays

- a. Project construction below the ordinary high-water mark is scheduled to begin by July 15, 2025, pending completion of environmental permits, landowner clearances, and as soon as ground conditions permit. Extension to the work window may be request by CTUIR staff though final approval is dependent upon permitting agencies. The scheduled date for completion of instream work is August 15, 2025.
- b. Project construction above the ordinary high-water mark may commence as weather conditions allow before the regular instream work window and/or upon receipt of a work window extension, if crossing Bull Run Creek is required.
- c. The Contractor must complete all aspects of the work on, or before these dates, unless completion is delayed due to conditions mutually agreed upon and designated in writing by the Contractor and the CTUIR. Variances secured before implementation begins and site conditions may alter these dates.
- d. Once work is commenced, project work shall be ongoing. Work shall commence on a Monday-Friday schedule unless prior arrangements are made with the CTUIR. Any delay in daily production will be discussed and agreed upon through the CTUIR.

- e. Work shall not commence until the work schedule is approved, then shall be continuous, unless weather conditions or circumstances beyond Contractor's control prevent working. The CTUIR must approve deviation from the approved work schedule in writing.
- f. The CTUIR will levy a penalty of \$500/day against the Contractor if the project is not completed by the scheduled project completion date of October 15, 2025, or another date mutually agreed upon in writing by both parties.

2.3.16. Payment

Multiple payments may be requested in place of one lump sum request for payment **per Work Item** upon successful completion of the work item. However, payments will not occur at an interval of less than once per month. The contractor shall contact the CTUIR to request final inspection of work for payment. The CTUIR will make payment within 35 days of receipt of an invoice following a final inspection that approves all work. Invoices will include the work period, budget numbers and expenses charged to budgets, Pay App, and explanation of activities during the work period.

2.3.17. Use of Premises

Camping of selected contractor personnel will adhere to restrictions imposed by the Wallowa-Whitman National Forest. Any camping areas shall be cleared of all non-forest debris resulting from contractor's operation as required by the CTUIR prior to final payment being received.

2.3.18. 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).

2.3.19. Indian Preference

Unless otherwise specified, the Contract will be awarded to the lowest, responsive, responsible bidder; unless a responsive, responsible Indian bidder is within 3% of lower non-Indian bidder.

PART III
PROPOSAL REQUIREMENTS

3.1 General Requirements

For the purpose of the **Bull Run Creek RM 3 Phase II Restoration Project RFP**, each interested Contractor will submit a proposal package in electronic format by email to the CTUIR Department of Fisheries Administrative contact that includes the following sections and tabbed as follows:

- a. Cover letter
- b. Firm summary
- c. Organizational structure
- d. Firm qualifications and experience
- e. Proposed approach of scope of work
- f. Project Schedule and itemized cost
- g. References

3.1.1. Cover Letter

A cover letter must express the Contractor's interest in the project and commitment to the obligations expressed in the RFP. This letter should include the original signature of an authorized representative of the Contractor and indicate that the Contractor accepts all of the terms and conditions contained in the RFP.

3.1.2. Firm Summary

The Contractor will provide general information regarding their particular firm. This should include information about the company size, location, contracting experience within the region, areas of expertise and types of services, staff longevity, staff capabilities and training, and experience with natural resource restoration work and associated construction.

3.1.3. Organization Structure

Identify the individuals responsible for managing the project, conducting specific project tasks, and their experience conducting those tasks for your firm. The Contractor should also include an organizational chart showing lines of communication and decision-making hierarchy as well as any sub-Contractors. If a team of individuals from multiple contracting firms are assembled, adequately describe the role of each team member.

3.1.4. Firm Qualifications and Experience

The proposal will list the Contractor's and employee qualifications and experience in relationship to completing projects of similar nature. Please identify projects that are similar to the proposed project which have been successfully completed by the contractor. Contractor must demonstrate qualifications and experience in implementing, monitoring, and addressing BMP exceedances; efficiently mobilizing and moving equipment and materials throughout work sites; developing floodplain, stream channel, and wetland habitats; constructing rock and large wood features; native plantings; rock sorting and placement; effective removal of excess materials and waste; and site clean-up. Contractor must also demonstrate equipment availability and operator experience with demonstrable experience related to relevant logging techniques and instream restoration projects, work area isolation, and water management.

3.1.5. Proposed Approach of Scope of Work

Describe the approach the Contractor proposes in order to complete construction of the project as defined in the design drawings and specifications to fully articulate the Contractors understanding of the scope and complexities of the project. This includes a description of methods and equipment used/available for temporary stream diversions, crossings, and workplace isolation. The Contractor may deviate from the project sequencing shown in the plans if their proposal meets all requirements and is acceptable to the Contracting Agency. This section should provide the Contractors planned construction approach, including schedule, staging and sequencing, and planned water management and channel diversion and activation

techniques. The proposal needs to fully articulate the Contractors understanding of the project relative to the complexities of large channel construction and activation as well as compliance with environmental compliance regulations and BMP's. The Contractor should further describe the management approach that will be used when addressing key issues of the project, including but not limited to: facilitating reviews, budget control, scheduling, change order management, and project closeout and any discrepancies, lack of clarity, or other questions arising from evaluation of the design plans and specifications.

3.1.6. Project Schedule and Itemized Cost

Provide a detailed timeline or schedule describing tasks to be completed, project milestones, time necessary to complete each task and the overall project. Provide evidence that adequate management effort, supportive staff, and resources will be committed to the timely completion of the project. Provide price quotes according to the Bid Sheet. Costs will be assigned to all Work Items and if proposed costs require clarification, contractors must make note of it in their proposal's narrative and budget. The total potential price of all items combined and the prices for individual work items will be considered as part of the evaluation factors. **The CTUIR welcomes cost-effective alternatives to expedite the proposed implementation schedule.** These alternatives must be provided as an optional line item in addition to the original cost proposal. If approved by CTUIR, the project design and specifications will be revised through design change and/or field change notices as applicable.

3.1.7. References

References are required from at least three (3) projects similar to the proposed project. Include project name, contact name, address, and telephone number, a description of the project, project completion date, and the relationship of the contact person to the project referenced.

3.2 Specific Requirements

Proposals must contain information about the Contractor's qualifications, ability to, and experience in completing similar this and similar stream restoration projects.

**PART IV
REVIEW AND SELECTION**

4.1 GENERAL INFORMATION

Proposal selection will be completed through a quality-based selection process (QBS) by a review team. The CTUIR will issue a contract agreement to the responsible Contractor whose proposal is deemed to be most advantageous and of best value towards meeting the project objectives. The criteria to be evaluated and weighted are outlined below.

4.2 REQUEST FOR PROPOSALS and SELECTION CRITERIA

The criteria to be evaluated and weighted are: 1) Adequacy of Technical Proposal (14%), 2) Contractor Qualifications and Experience (41.5%), 3) Aggregate Bid Price (41.5%), and Indian preference (3%).

a. **Adequacy of Technical Proposal:** 50 points

1. Proposal content and applicability of the approach for addressing and completing the project design and design specifications.

b. **Contractor Qualifications and Experience:** 150 points

1. Qualifications of Contractor (125) (prior experience of all aspects in stream restoration projects similar to the proposed project, project references and technical experience);
2. Project management experience in planning, implementing and managing stream restoration projects of this magnitude (50);
3. Company resources available (25); (organization of company, equipment and staffing, and abilities to meet budget and timelines);

c. **Aggregate Bid Price:** 150 points

1. The total potential price of all items combined and the prices for individual items will be considered as part of the evaluation factors. Cost is further evaluated through a cost/benefit analysis based on proposed work and technical expertise (80).

d. **Indian Preference:** 10 points

Must meet these factors in order to secure Indian Preference status;

1. Membership in a Federally recognized Tribe;
2. Indian Ownership of 51% or more;
3. Indian Control;
4. Indian Management;
5. Financing obtained by Indian person; and,
6. Equipment obtained by Indian person.

The RFP process is designed to result in the selection of a contractor who demonstrates the capability to complete the work at the best value. Upon completion of the review and ranking process, the CTUIR will negotiate with the top-ranked Contractor, as determined by the CTUIR, for the contract scope and price. The negotiated contract will be based on fair and reasonable compensation for the services required.

**PART V
ATTACHMENTS**

- Attachment A – Cost Sheet
- Attachment B – Bull Run Creek RM 3 Phase II Restoration Design Report and Plan Set
- Attachment C – BPA HIP IV Handbook



Attachment A: Cost Sheet

Project Title/Number: Kuckucéepe téekin (Bull Run Creek RM 3) Phase II Implementation Project

RFP No. 2024-03/421-122

Date: _____

Work Item#	Work Item	# Units	Unit	Cost/Unit	Total Cost
1	Pollution and Erosion Control				
	Pollution and Erosion Control	1	ea		
	Isolation	6	ea		
2	Clearing and Grubbing	1.7	ac		
3	Temporary Access				
	Roads	2300	ft		
	Bridges	3	ea		
4	Earthwork				
	Area 2	2,320	cy		
	Area 3	2,865	cy		
	Area 4	3,600	cy		
5	Debris Control Structures	30	ea		
6	Floodplain Control Structures				
	Area 1	30	ea		
	Area 2	18	ea		
	Area 3	60	ea		
	Area 4	13	ea		
7	Plantings				
	Potted	6,800	ea		
	Cuttings	17,000	ea		
	Compost	250	cy		
8	Off-Channel Pools				
	Area 1	168	cy		
	Area 2	76	cy		
	Area 4	35	cy		
9	Swale				
	Area 1	800	ft		
	Area 2	75	ft		
10	Berm Development				
	Area 1	165	cy		
	Area 3	40	cy		
	Area 4	175	cy		
11	Bull Run Creek Fill				
	Area 1	480	cy		
	Area 2	670	cy		
	Area 2/3	1,275	cy		
	Area 4	3,850	cy		
12	Spawning Gravel				

	Area 1 Sorting	426	cy		
	Area 1 & 2 Dispersal	192	cy		
	Area 4 Sorting	625	cy		
	Area 3 Dispersal	75			
	Area 4 Dispersal	75	cy		
13	Gravel Patches Area 3	125	cy		
14	In-Channel Wood Placement	250	ea		
15	Large Wood Import				
	Thinned Wood	500	cy		
	Standing Wood	200	ea		
16	Loose Wood Placment Area 3	200	ea		
17	Alluvial Fan Area 3	70	cy		
18	Overburden Removal				
	Area 1	938	cy		
	Area 2	1610	cy		
	Area 3	200	cy		
	Area 4	4,360	cy		
19	Channel Development	350	ft		
20	Site Clean-up	1	ea		
21	Mobilization	1	ea		
22	Optional - Equipment Rental	200	hr		
23	Optional – Fine Material Import	490	cy		
Total Cost					

Bidder's Qualifications for the **Kuckucéepe téekin (Bull Run Creek RM 3) Phase II Implementation Project**
RFP No. 2024-03/421-122 must be attached to Bid Sheet

CONTRACTOR'S FULL LEGAL NAME: (PLEASE PRINT OR TYPE):	
AUTHORIZED SIGNATURE:	
PRINTED NAME AND TITLE OF PERSON SIGNING:	
DATE:	
COMPANY ADDRESS:	
FAX NUMBER:	
EMAIL ADDRESS:	
BID PRICES VALID FOR DAYS	

Attachment B – Bull Run Creek RM 3 Phase II Plan Set

Attachment C – BPA HIP IV Handbook