



INVITATION FOR BID Kuckucéepe téekin (Bull Run Creek RM 3.0) Planting

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

CONTRACTORS INVITED TO BID THE PROJECT: **All individuals with and without Indian preference.**

DATE ISSUED: August 19, 2024
IFB No. 2024/05-448-023

Administrative Contact: Julie A. Burke
Office/Fax: (541) 429-7292
Email: julieburke@ctuir.org

Technical Contact: John Zakrajsek
Office: (541) 429-7943
Email: : johnzakrajsek@ctuir.org

Critical Dates:

Bid Tour	August 29, 2024 – 9:00 AM PST
Bid Question Response	September 5, 2024
Bid Submission Deadline:	September 13, 2024 – 2:00 PM PST Tentative
Award Selection (est.):	September 17, 2024
Contract Award (est.):	September 27, 2024
Project Initiation (est.):	October 7, 2024
Project Completion (est.):	November 15, 2024

Attachments

Attachment A – Area and Site Maps
Attachment B – Bid Sheet

GENERAL BID INFORMATION

BACKGROUND

The CTUIR is requesting bids from qualified contractors for the planting of cottonwood and willow at the CTUIR's Kuckucéepe téekin (Bull Run Creek RM 3.0) restoration project site (The Project). The Project is located approximately 3 miles Southeast of Granite, Oregon on lands managed by the Wallowa Whitman National Forest (WWNF). Dredge mining turned over most of the floodplain and stream channel by the early 1940s with tailings left in place after mining ceased. While mining itself disrupted physical and biological processes, the tailings left in place impaired their recovery and, in turn, that of wildlife habitat. As such, reduced habitat availability contributed to ESA listings for bull trout and summer steelhead trout and impacted all resident and anadromous wildlife residing in and near The Project. Hydrology and water quality also remain impaired.

The planting will occur in the second to fourth weeks of October 2024 unless weather forces reconsideration of this period.

BID SUBMISSION DEADLINE

The closing date for Bid submissions will be on **September 13, 2024 at 2:00 pm, Pacific Standard Time (PST)**. Bids received after the specified time will not be considered. Contractors must submit their bid electronically to:

Julie Burke - julieburke@ctuir.org

Proposal should be in PDF format.

Subject line should read: **"Kuckucéepe téekin (Bull Run Creek RM 3.0) Planting"**

By submission of a bid, the contractor agrees, if his/her bid is accepted, to enter into a contract with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), Department of Natural Resources and to complete all work as specified in the contract at the bid price and within the IFB's time frame.

The bid must be independently arrived at and be prepared in accordance with the enclosed instructions. Unless otherwise specified in the IFB, the contract will be awarded to the lowest aggregate responsive, responsible bidder with fair consideration given to Indian-owned, other minority, woman or disabled-based enterprises.

Contractors should be advised that, prior to award of any contract, the CTUIR Department of Natural Resources - Fisheries Program reserves the right to conduct a pre-award survey for the purpose of determining the contractor's responsibility and capacity to perform the contract. This may include review of prior subcontracting agreements, financial capacity, and quality of work performed on other contracts.

All bids must be signed and dated; if a joint venture is submitting the bid, each joint venturer must sign the bid. All bids must include Bid # 2024/05-448-023

WORK SITE TOUR

A bid tour will be provided on **August 29, 2024 at 9:00 AM PST** for interested parties. Participants will meet at the Boundary Creek Guard Station on the WWNF roughly 3 miles southeast of Granite, Oregon on Grant County Road # 27. Coordinates: 44.787426 -118.374656

BID QUESTIONS

In order to ensure maximum fairness to all bidders, any and all pertinent questions regarding the attached IFB must be submitted in writing by 2:00 p.m. prevailing local time on **September 5, 2024** and directed to: Julie Burke or John Zakrajsek using the contact information noted above.

CONTRACTOR SELECTION

Selection will be based upon lowest bid of qualified contractors. As such, bids will need to be supported by an explanation of contractor qualifications.

PROJECT LOCATION AND PURPOSE

The CTUIR's, Department of Natural Resources Fisheries Program is currently inviting bids for the planting of riparian shrubs on lands managed by the WWNF. The site is located in the Granite Creek/Bull Run Creek basins approximately 3 miles southeast of Granite, Oregon and can be accessed by the Grant Count Road #27 between Granite and Sumpter OR.

The project will involve:

1. Planting 2,000 willow in gallon pots
2. Soil Amendment
3. BMP Implementation and Monitoring
4. Site Clean-up
5. Mobilization
6. Optional - Equipment Rental
7. Optional – Temporary Bridge

SCOPE OF WORK

Bids should include construction cost estimate for all relevant Work Items and associated elements with a thorough description of supporting documentation justifying associated costs. The Contractor is responsible for providing bids based on provided information and supporting documentation, work-site physical conditions (as determined during the bid tour), and the ability to work cost effectively within the scope of the bid request. Bids will include costs associated with permits not secured by the WWNF or CTUIR which may include but isn't limited to WWNF road or Oregon Department of Forestry permits.

Work Item 1: Planting - Tall Gallon Plants (4-1-4) will be planted such that they are in contact with groundwater, even if this requires burying part of the stems. Plantings will occur within areas highlighted in yellow in Attachment A, along newly developed channel, and along Bull Run Creek where fill will not occur. Planting areas are a mix of tailings, sorted sand and small gravel, native clays, and sedges.

Excavation may occur through the use of augured holes or trenches.

Work Item 2: Soil Amendment – To improve planting survival in dredge tailings and sorted sands that make up most of the planting medium within The Project, 0.6 to 1 ft³ of soil amendment will be placed at each planting location. Where good soils persist, this amount may be reduced and used where rockier materials exist.

Attachment B calls out 667 bags (calculated using 2 ft³ bags). If bulk or different sized bags are used make sure the appropriate total volume is accounted for in the bid sheet.

Work Item 3: BMPs - The site access, staging, and sequencing plan will conform with the BPA HIP IV General Aquatic Conservation Measures. CONTRACTOR will place straw wattles/sediment fence in areas of disturbance that could cause erosion directly into water. CONTRACTOR will monitor water quality and address turbidity exceedance on an as-needed basis, any time work is being completed near water.

Three stream crossing locations have been identified where travel across the creek can occur over logs placed within the stream perpendicular to stream orientation at crossings locations or placed bridges (Optional Work Item 7).

WWNF and/or CTUIR staff will complete any fish salvage associated with this effort. CONTRACTOR will obtain any necessary WWNF specific permits.

Work Item 4: Site Clean-up - This work item includes final site clean-up and site rehabilitation. All disturbed surfaces will be tooth raked or smoothed as appropriate. WWNF and/or CTUIR staff will secure and distribute grass seed on disturbed surfaces after implementation ends. All non-forest materials will be removed from the site prior to equipment leaving the site. All plant containers will be stacked and returned to CTUIR staff by the end of project and all potting soil bags will be removed from site by the selected contractor.

Work Item 5: Mobilization - Equipment transportation to the project site will be at the contractor's discretion and adhere to BMP's. Rental equipment and its transportation to the project shall be included in this work item. Equipment will be power washed to remove invasive and off-site seed sources prior to delivery. This work item will include site cleanup and restoration associated with equipment as part of demobilization.

Work Item 6: Optional (Equipment Rental) - As needed up to 20 hours of equipment rental will be made available to the CONTRACTOR upon permission from CTUIR staff for actions that benefit the final product.

Work Item 7: Optional (Temporary Bridge) - In place of logs noted in Work Item 3, bridges may be used as an alternative at creek crossings provided their installation does not significantly impair water quality of aquatic wildlife. This Work Item includes all costs associated with bridges and their installation/removal. This work item will only be available with permission of CTUIR staff.

General Work Provisions

1) Required Equipment Standards

- a. Synthetic hydraulics - hydraulic oil in the equipment that is 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 and designated agent).
- b. Spill Kits (including rag pads and booms) will be required on site at all times.
- c. Equipment will be free of leaks, clean and free of off-site soil and plant matter, and in good operating condition.

2) Minimum Equipment Specifications

Proposed equipment quantities and specifications are the responsibility of the Contractor in meeting the project construction and timelines.

3) Materials and Services Furnished by the Contractor

The Bidder must supply all materials, tools, equipment, and experienced laborers 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, 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.

4) Oil and Spill Prevention

The contractor will be required to fuel, lubricate, and perform maintenance activities at a distance greater than 100 feet from any water body, stream, spring, or wetland. The CTUIR will reserve the right to inspect equipment at the time it is delivered to the work site. Equipment must be free from excessive leaks in hydraulic, fuel, and power systems and clean enough to allow for close inspection of these systems. The CTUIR reserves the right to require the contractor to remedy or replace any equipment that does not meet these conditions.

5) Fire Prevention and Control

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

6) Regulations and Permits

The CTUIR will be responsible for obtaining any necessary permits from the U.S. Army Corps of Engineers, Oregon, cultural resource clearance, Endangered Species Act – Section 7 Consultation Clearances, rights-of-way agreements and easements with the affected landowner. Relevant Oregon Department of Forestry or WWNF road permits are the responsibility of the contractor.

7) 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 contractor's fault or 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 CTUIR employees when they are on the work site.

Contractor 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 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).

8) Furnished Materials and Services

The CTUIR or designated agent will acquaint the Contractor with work 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.

9) Bid Itemization

Bid will include itemized costs per bid item component by quantities and unit cost including materials, proposed equipment, equipment hourly rate, operator hourly rate, and personnel hourly rates. Contractor will provide a lump sum price per bid item and total aggregate bid. A bid item summary sheet is provided for simplicity (Attachment B) but the Contractor may use a format that better represents their proposal as needed.

10) Point of Hire and Release:

Project point of hire and release shall be at the project site located in the vicinity of Section 13/14, Township 09 North, Range 35.5 East, Willamette Principle Meridian Oregon(Attachment A).

11) Acceptance of Work

Acceptance of work will be determined by an inspection of the work 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.

12) Timeline and Penalties for Unauthorized delays:

- a. Project is projected to begin on or after **October 7, 2024** with completion by **October 25, 2024**. The contractor must complete all aspects of the work before this date, unless completion is delayed due to weather or conditions mutually agreed upon and designated in writing by the contractor and the CTUIR.

The CTUIR will coordinate with relevant agencies to ensure access across Bull Run Creek prior to project start.

- b. Work shall not begin until the work schedule is approved, then shall be continuous, unless weather conditions or circumstances beyond contractor's control prevent working. Any delay in daily production will be discussed with and agreed to by CTUIR staff.
- c. 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 25, 2024**, or some other date mutually agreed in writing by both parties.

13) Payment

Payment for invoicing will be discussed during contract negotiation. Upon receipt of the final invoice, CTUIR personnel shall conduct a final inspection of the work. If, during the final inspection, the work is determined to be satisfactory, the CTUIR will make payment within 30 days.

14) Use of Premises

The Contractor shall, at all times, direct activities in such a manner as to minimize adverse impacts on the property. Use of vehicles shall be restricted to project access points as designated by the CTUIR and use shall be minimized and may be restricted in use during wet periods. No machinery shall operate in creeks that contain water; in these areas hand labor shall be required. The project area shall be cleared of all non-forest debris resulting from contractor's operation as required by the CTUIR prior to final payment being received. Any damage to trails, roads, fences, or creek banks shall be promptly repaired by the Contractor to the condition which existed prior to the damage, or replaced at the Contractor's expense prior to final approval of the work by CTUIR.

15) Indian Preference

Unless otherwise specified, the contract will be awarded to the lowest, responsive, responsible bidder; unless a responsive, responsible Indian bidder is within 10% of the lowest bid or a maximum of \$9,000 of lower non-Indian bidder.

Attachments:

- Attachment A: Project Site Vicinity Maps
- Attachment B: Bid Sheet

Attachment A: Project Site Area Map



Attachment A: Project Site Map – Upstream Planting Areas



Attachment A: Project Site Map – Downstream Planting Areas





Attachment B: Bid Sheet
Construction Bid Item Form
Bidder's Qualifications must be attached to Bid Sheet
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Bid Table:

Item #	Item Description	Units	# of Units	Unit Cost	Total Cost
1	Plant Installation	gal	2,000		
2	Soil Amendment	bags	667 Bags		
3	BMP Implementation and Monitoring	lump Sum	1		
4	Site Clean-up	lump Sum	1		
5	Mobilization and Demobilization	lump Sum	1		
6	Optional - Equipment Rental	hr	20		
7	Optional - Temporary Bridge Installation	lump Sum			
Final Construction Cost					

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

By signing and submitting this Bid Form the bidder shall honor the completed competitive bid for a period of up to 90 days from the date of bid opening.