

Request for Proposals for:  
**Stout Creek Instream and Streambank Restoration**  
**Clugston, Jenkins, and Abbott Properties**



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**July 2011**

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## 1 INVITATION & INFORMATION FOR PROPOSERS

Proposals for the construction of the Stout Creek Instream Restoration will be received at North Santiam Watershed Council c/o Sarah Dyrdaahl via email at [sarah.dyrdaahl@gmail.com](mailto:sarah.dyrdaahl@gmail.com), or mailed to 311 N Third St. Stayton, OR 97383, no later than Monday, August 22<sup>nd</sup>, 2011 at 5 p.m.

The work consists of, but is not limited to, the following items: berm removal, installation of large woody debris for fish habitat, and grading of eroding streambanks. The bidding documents for this project may be examined at [www.nisantiam.org](http://www.nisantiam.org).

All proposals shall be submitted on the **Proposal Form** provided. No proposal for a construction contract shall be received or considered unless the Proposer is registered with the Construction Contractors Board as required by ORS Chapter 701.

The North Santiam Watershed Council reserves the right to accept the proposals and award a contract to a responsible and qualified Proposer; to postpone the acceptance of the Proposal and the award of the contract for a period not to exceed thirty (30) days; or to reject any and all proposals received and further advertise the project for proposals. **This project is NOT required to comply with Prevailing Wage requirements.**

When the project is awarded, the successful Proposer shall promptly execute the Contract as stated on the Proposal Form. The in-water work period established for this project is from **July 15, 2011 to October 15, 2011**. Final completion of the project shall be by **October 15, 2011**. The Contracting Agency is responsible for obtaining all required permits. Permits have been received by Marion County and Division of State Lands. A permit application has been submitted to the Army Corps of Engineers.

### 1.1 Definitions

**PROPOSER** – Any corporation or entity submitting a responsible proposal under the Contract Documents attached herein.

**OWNER** – Dennis Jenkins, Janice Clugston, and Joshua Abbott, private landowners, where work will be performed.

**CONTRACTING AGENCY (CA)** – North Santiam Watershed Council (NSWC) is authorized to enter into and administer this Contract on behalf of the Owners.

**CONTRACTOR** – The successful Proposer who enters into a Contract with the Contracting Agency to perform the work.

**ENGINEER** – River Design Group, Inc. (RDG) is the Contracting Agency's representative who is responsible for designing the project and will determine that the construction work conforms to the technical requirements and design intent as set forth in the Drawings and Specifications.

**PROJECT INSPECTOR** - River Design Group, Inc. (RDG) employee who is responsible for providing construction oversight and ensuring the construction work conforms to the technical requirements and design intent as set forth in the Drawings and Specifications.

PROJECT – Refers to the berm removal, streambank shaping and installation of large woody debris structures and vegetative and rock components, as shown on design plan sets.

## **1.2 Mandatory Pre-Proposal Conference**

A **mandatory pre-proposal conference** will be held on-site on **Thursday, August 11th at 9:00 am**. We will meet at the Hardwood Components Mill, 20573 Highway 22 Mehama, OR 97384. Proposals will not be accepted from contractors that do not attend the pre-proposal conference and site preview.

## **1.3 Contractor's Proposal Format and Submittal**

The Contractor's proposal shall be kept to the minimum number of pages while adequately demonstrating the required experience and proposed approach. The following items shall be submitted:

- 1) Proposal Form (provided)
- 2) Project technical approach
- 3) Organizational structure and personnel proposed for this project including all subcontractors and material suppliers
- 4) Documented experience and references that demonstrate contractor qualifications
- 5) Experience working with private landowners on private lands

## **1.4 Basis of Award**

Submitted proposals may be withdrawn by written request of the Proposer provided the request is received prior to the time set for proposal opening. After that time, no proposal may be withdrawn for a period of sixty (60) working days and at no time after award of proposal.

Award will be made to the responsible, responsive Proposer (1) whose proposal is technically acceptable, (2) has proven experience with similar projects and (3) whose technical/cost relationship is the most advantageous to the Contracting Agency. While cost is secondary to Proposer's technical abilities, cost will be a factor in the award decision. The critical factor in making any technical/cost trade-off is not the spread between the technical scores, but rather what is the significance of that difference.

Awards may not necessarily be made to that Proposer submitting the lowest offer. Also, award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The Contracting Agency reserves the right to make technical/cost trade-offs that are in the best interest and to the advantage of the Council. The Contracting Agency reserves the right to reject any or all proposals or to make award without conducting discussions. Discussions (oral or written) may be conducted as appropriate with all Proposers considered to be within the competitive range. For the purpose of this solicitation, discussion shall not be considered to have been initiated where the Contracting Agency requests additional information supplementing or clarifying a proposal without materially changing it. Discussion shall be considered to be open negotiation with a Proposer for the purpose of modifying or materially changing the proposal as submitted.

### **1.5 Performance and Payment Bond**

The Contractor selected will be required to procure a Performance and Payment Bond in the amount of the signed Contract.

### **1.6 Confidentiality Statement**

Contracting Agency abides by the public records laws of the State of Oregon. As such, proposal documents are generally considered to be a matter of public record after the contract for work has been awarded. Information in a proposal may or may not be considered to be exempt from public disclosure based on the following: 1) trade secrets as identified in ORS 192.501 and 2) information submitted in confidence as identified in ORS 192.502.

The Proposer should separate information considered to be confidential from the other information in the proposal. To the extent of the law, Contracting Agency will endeavor to keep information confidential if the Proposer marks the subject information as confidential.

## 2 PROPOSAL FORM

PROPOSER:

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned, hereinafter called the Proposer, declares that the only person(s) interested in this Proposal are those named herein; that the Proposal is in all respects fair and without fraud; and, that it is made without any connection or collusion with any other person making a Proposal on this Project.

The Proposer further declares that he/she has carefully examined the Plans, Specifications, Permit Conditions, Contract and Contract Documents, hereinafter referred to as the Document, for the construction of the proposed project improvement; has personally inspected the site; is satisfied as to the type and quantities of materials, the types of equipment, the conditions of and the work involved, including the fact that the description of and the quantities of work and materials, the types of equipment, the conditions of and the work involved as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Document; and, that this Proposal is made in accordance with the provisions and the terms of the Contract and included in the Document.

The Proposer agrees that if this Proposal is accepted he/she will **within five (5) working days**, not including Saturdays, Sundays and legal holidays, after notification of acceptance execute the Contract with Contracting Agency in the form of the Contract included in the Document.

The Proposer further agrees, to the extent of this Proposal, to furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all of the materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Document and required by the Engineer.

The Proposer further agrees to begin work after the date of the written Notice to Proceed and to complete all in-water work and construction by **October 15, 2011**. Work will not be allowed to commence until a signed Contract is received by Contracting Agency.

The Proposer further agrees to accept as payment for the work proposed under this project, as herein specified and under the provisions included in the Contract Documents, the unit prices included on the Proposal Form. The Proposer further represents a true measure of the labor and materials required to perform the work including all allowances for overhead and profit for each type of work called for in the Contract Documents and Proposal Form.

The work descriptions given below are not comprehensive and only give a cursory description of work items for bidding purposes only; however, the total proposal shall be for all ancillary items to complete the project as indicated on the project specifications and drawings. The Contractor must include adequate provisions in each proposal item to account for incidentals, final cleanup, and other items required to complete the project and meet the intent of the project Specifications and Drawings.



### Proposal Schedule – Stout Creek Instream Restoration

Item No.	Description	Estimated Quantity	Unit	Proposal Price
1.0	<b>Performance and Payment Bond</b>	1	Lump Sum	
2.0	<b>Mobilization</b> Equipment, materials, and labor to mobilize necessary equipment and facilities to the project site.	1	Lump Sum	
3.0	<b>Work Area Isolation &amp; Erosion Control</b> –includes all labor, materials, placement, and removal of erosion control fences, straw bales, erosion control blanket, work area isolation, and other necessary erosion control measures. Also includes cleaning of construction equipment prior to moving on-site and continual cleanup as necessary of equipment.	1	Lump Sum	
4.0	<b>Berm removal – Jenkins</b> Equipment and labor to remove berm material and stockpile on site, away from Stout Creek. Estimated cubic yards: 2340 CY	1	Lump sum	
5.0	<b>Bank shaping – Jenkins and Clugston</b> Equipment and labor to shape streambanks as shown on the plans. Estimated Length: 800 feet	1	Lump sum	
6.0	<b>Large Wood Structures – Jenkins and Clugston</b> Equipment and labor to install large wood structures as shown on the plans, large wood provided by Contracting Agency. <i>Estimated Number of Structures: 7 new; 2 existing structures</i>	1	Lump Sum	
7.0	<b>Sod mat, erosion control fabric, and willow stake placement – Jenkins and Clugston</b> Equipment, materials, and labor to install vegetation as shown on the plans sets. Sod mats may be obtained on site. All remaining materials to be provided by contractor (e.g., coir fabric, willow cuttings, alluvium, and 18” tapered wood stakes) <i>Estimated Length:800 feet</i>	1	Lump Sum	
8.0	<b>Large Wood Structures – Abbott</b> Equipment and labor to install large wood structures as shown on the plans, large wood provided by Contracting Agency. <i>Estimated Number of Structures: 3 structures</i>	1	Lump Sum	
9.0	<b>Site Revegetation – Clugston-Jenkins and Abbott</b> Equipment, materials, and labor to install erosion control for site stabilization, as shown on the plans. All materials to be provided by Contractor.	1	Lump Sum	
10.0	<b>Site Cleanup and Demobilization</b> Includes all labor, materials, and equipment to clean	1	Lump Sum	

	the site and remove all construction equipment and remaining construction debris.			
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Lump Sum Proposal Total:

\_\_\_\_\_ (total amount written in words)

\$ \_\_\_\_\_ (total amount written in numbers)

After the Contractor is selected, a guaranteed maximum price will be established for the Project.

In addition to the Lump Sum proposal, typical equipment and labor rates are necessary if additional work arises on the project site. Please provide the following rates:

Item	Cost	Units
<b>Excavator</b> Track mounted excavator, 38,000 pounds GVW, includes operator, fuel, and insurance.		Per hour
<b>Bull Dozer</b> Track mounted bull dozer, approximately 80,000 pounds GVW, includes operator, fuel, and insurance.		Per hour
<b>Dump Truck</b> Standard dump truck with 10-12 cubic yard capacity, includes operator, fuel, and insurance.		Per hour
<b>Dump Truck - Off Road</b> Standard off road dump truck with 10-12 cubic yard capacity, includes operator, fuel, and insurance.		Per hour
<b>Skid Steer</b> Minimum 0.4 cubic yard bucket, includes operator, fuel, and insurance.		Per hour
<b>Front End Loader</b> Rubber tired loader with minimum bucket capacity of 1.5 cubic yards, includes operator, fuel, and insurance.		Per hour
<b>Site Supervisor</b> On-site project supervisor able to direct labor and equipment.		Per hour
<b>Laborer 1</b> Skilled laborer able to operate equipment.		Per hour
<b>Laborer 2</b>		Per hour

General laborer for physical labor.		
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**Proposer Certifications**

The undersigned, hereinafter called the Proposer, declares that the only person(s) interested in this Proposal are those named herein; that the Proposal is in all respects fair and without fraud; and, that it is made without any connection or collusion with any other person making a Proposal on this Project.

The Proposer further declares that he/she has carefully examined the Plans, Specifications, and Contract Documents, hereinafter referred to as the Document, for the construction of the proposed project improvement; has personally inspected the site; is satisfied as to the type and quantities of materials, the conditions of and the work involved, including the fact that the description of and the quantities of work and materials, the types of equipment, the conditions of and the work involved as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Document; and, that this Proposal is made in accordance with the provisions and the terms of the Contract and included in the Document.

The Proposer further agrees, to the extent of this Proposal, to furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all of the materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Document and required by the Project Engineer.

If the Proposer is awarded a construction contract on this Proposal, the Surety who provides the Performance and Payment Bond will be:

\_\_\_\_\_

whose address is

\_\_\_\_\_

The name of the Proposer submitting this Proposal is:

\_\_\_\_\_

doing business at \_\_\_\_\_

which is the address to which all communications concerned with the Proposal and with the Contract shall be sent.

***(If Corporation)***

In witness whereof the undersigned Corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NAME OF CORPORATION

By: \_\_\_\_\_

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Secretary

***(If Partnership)***

In witness whereof the undersigned Partnership has caused this instrument to be executed by its duly authorized officer(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NAME OF PARTNERSHIP

By: \_\_\_\_\_

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Secretary

***(If Sole Proprietor)***

In witness whereof the undersigned has set his hand and caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_

SIGNATURE OF PROPOSER

Attest: \_\_\_\_\_

### 3 CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2011, by and between the North Santiam Watershed Council hereinafter called the "Contracting Agency" and \_\_\_\_\_ hereinafter called the "Contractor."

WITNESSETH:

Said Contractor, in consideration of the sums to be paid by Contracting Agency and of the covenants and agreements herein contained, hereby agrees, at their own proper cost and expense to do all the work and furnish all of the materials, tools, labor, and all machinery, and appurtenances, for the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_ ) and doing such other work as is necessary to make an appropriate and complete project improvement, to the extent of the Proposal made by the Contractor, dated \_\_\_\_\_, all in full compliance with the Contract Documents referred to herein.

The Invitation and Information for Proposers, signed copy of the Proposal Form, fully executed Contract, Drawings, Special Provisions, and Technical Specifications document entitled Contract Documents for the Construction of **Stout Creek 2011 Instream Projects**, dated July 2011, as if the same were fully set forth herein and are made mutually cooperative therewith. All work shall be done according to the terms, conditions, and requirements of the said Contract Documents and Specifications and Permit Conditions.

This Contract shall be effective from the date this Contract is fully executed by the parties through final completion as deemed by the Engineer. The Contractor agrees to complete the work within the time specified herein, or as said time shall be extended by mutual agreement between Contracting Agency and the Contractor, and to accept as full payment hereunder the amount computed as determined by the Contract Documents and based on the Proposal.

In addition, the Contractor agrees to indemnify and save harmless the private landowners (Dennis Jenkins, Janice Clugston, and Joshua Abbott), Contracting Agency, and River Design Group, Inc. from any and all defects appearing and developing in the materials furnished and the workmanship performed under the Contract for a period of one year after the date of acceptance of the work in the Contract by the Contracting Agency. The Contractor shall indemnify, protect, defend, and hold Contracting Agency, their officers, agents, volunteers and employees harmless against any actions, claim for injury or damage and all loss, liability, cost or

expense, including court costs and attorney fees, growing out of or resulting directly or indirectly from the performance of this Contract, except for that resulting from the sole negligence of Contracting Agency.

In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Engineer, and to their satisfaction to the extent provided in the Contract Documents, Contracting Agency agrees to pay to the Contractor the amount proposal as adjusted in accordance with the Proposal Form as determined by the Contract Documents, or as otherwise herein provided, and based on said Proposal made by the Contractor, and to make such payments in a manner and at the times provided for in the Contract Documents.

IN WITNESS WHEREOF, we the parties hereto, each herewith subscribed the same this

\_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CONTRACTOR'S NAME**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTING LOCAL ORGANIZATION**

Contracting Agency

By: \_\_\_\_\_

Title: \_\_\_\_\_

## 4 GENERAL REQUIREMENTS

### 4.1 Scope of Work

The work includes furnishing all labor, equipment, and materials for removing an earthen berm to specified grade, shaping vertical streambanks, installing large wood structures, and revegetation, according to the project plan sets. **All large wood for the project will be provided by the Contracting Agency at the job site.**

### 4.2 Work Coordination and Scheduling

**Project Schedule.** The selected Contractor shall submit a proposed schedule as part of their proposal. The scheduled completion date must be the same as the contractual completion date. Should the Contractor show a completion date earlier than the Contractual completion date, the resulting "float" shall belong to both the Contracting Agency and the Contractor. **The in-water work period established for the project is July 15 – October 15.**

### 4.3 Reasonably Implied Work and Incidental Items

Any part of the work that is not mentioned in these Specifications, but is shown on the Plans, or any part not shown on the Plans, but described in these Specifications, or any part not shown in the Plans nor described in the Specifications which is necessary or normally required as a part of such work, or is necessary or required to make each installation satisfactorily operable; shall be performed by the Contractor as incidental work without extra cost to the Contracting Agency.

### 4.4 Payment For Extra Work Based on Time and Materials

Any work required to carry out the intent of this contract document by changes not clearly indicated in the document, or which cannot be reasonably implied from the intent and meaning of the Contract Documents and which cannot be classified under any of the items for which a lump sum price is listed in the Contractor's proposal shall be paid for on a unit price account basis based on the Proposal Form rates provided. All extra work must be approved in writing by the Contracting Agency prior to executing the work. If the method of payment cannot be agreed upon prior to beginning work, and the Engineer directs that the work be done, then the Contractor shall furnish labor, equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of labor, materials, rental expenses, and additional insurance expenses.

**Materials:** The cost of materials reported shall be at invoice or the lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of freight and delivery. If, in the opinion of the Engineer, the cost of materials is excessive or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount.



**Equipment:** The Contractor will be paid for the use of equipment at the rate listed on the Proposal Form or for such equipment not listed, rates shall be as specified in the current edition of the following reference publication: "Rental Rate Blue Book" as published by Dataquest (a company of Dunn and Bradstreet Corporation, 1290 Ridder Park Drive, San Jose, CA 95131). The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the work site and return it to its original location if the equipment is used solely for the extra work.

**Work Report:** In order to be paid for extra work, the Contractor must submit a work report in a format approved by the Engineer. Failure to complete the form and submit the form for appropriate signatures by the next working day after extra cost work from the previous day was completed will result in the Contractor's costs for extra work being disallowed.

#### **4.5 Spill Prevention, Equipment Fluids, and Cleaning Requirements**

All equipment that will be in or around active water shall utilize a biodegradable hydraulic oil for all mechanical fluids. The fluids shall be manufactured with a vegetable oil blend to meet U.S. Federal bio-based procurement guidelines as defined in Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA).

Prevention of Oil Spills. The Contractor shall not maintain storage facilities for oil or oil products on site. If a spill of petroleum product should occur in water, the Contractor shall take immediate action to clean up or contain the spill, then immediately notify the Engineer and the Oregon Emergency Response System (OERS), telephone 1-800-452-0311 or 1-503-378-4124, and then immediately notify the Contracting Agency. Contractor shall have a SPILL RESPONSE KIT on the project whenever equipment is operating. The spill kit shall be sufficient to absorb 34 gallons of oil, designed to float on the surface, while absorbing oil and repelling water. The KIT shall meet or exceed the physical properties of "New Pig Products Spill Kit #408".

Oil absorbing mats are required under all stationary equipment, or equipment being serviced within the project area to prevent leaking or spills. Such material will be furnished by Contractor and approved by Engineer.

Servicing of all equipment shall be done only in the areas approved by the Engineer at least 150' from the water.

All earth moving equipment (loaders, excavators, dump trucks, etc.) moved to the job site shall be cleaned of weeds and their seeds prior to each entrance onto the project. Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose.

Equipment shall be made available for visual inspection by the Project Inspector prior to entering the project area. The Contractor shall advise of a proposed date for mobilization. Inspections will take place at mutually agreeable en-route locations in advance of entry into the project area. Special attention shall be paid to remove seeds and propagules of the following species:

spotted knapweed (*Centaurea maculosa*)

diffuse knapweed (*C. diffusa*)

yellow starthistle ( <i>C. solstitialis</i> )	gorse ( <i>Ulex europaeus</i> )
rush skeletonweed ( <i>Chondrilla juncea</i> )	tansy ragwort ( <i>Senecio jacobaea</i> )
purple loosestrife ( <i>Lythrum salicaria</i> )	distaff thistle ( <i>Carthamus lanatus</i> )
false brome ( <i>Brachypodium sylvaticum</i> )	Japanese knotweed ( <i>Fallopia japonica</i> )

The Contractor shall take special care under this contract to prevent contamination of water at the work sites with any petroleum residues from mechanical equipment operations. This shall include daily inspection and cleaning as appropriate.

#### **4.6 Site Investigation and Representation**

The Contractor acknowledges satisfaction as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, access to the sites, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, ground water elevation, or similar physical conditions at the site and all other matters that can in any way affect the work or the cost thereof under this contract.

The Contractor further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from their inspection of the site and from reviewing any available records included in these documents. Failure by the Contractor to become acquainted with the physical conditions of the site and all the available information shall not relieve the Contractor from the responsibility for properly estimating the difficulty or cost of successfully performing the work. Proposers and Contractors are responsible for making their own determination of subsurface conditions.

The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the Contractor can perform the work in a good and workmanlike manner and to the satisfaction of the Engineer.

Any information obtained by the Engineer regarding site conditions, subsurface information, groundwater elevation, existing construction of site facilities as applicable, and similar data will be available for inspection upon request. Such information is offered as supplementary information only.

#### **4.7 Easements and Access**

The Contracting Agency has secured access to the project sites via the Hardwood Components Mill lot (Clugston and Jenkins sites) and Kathy Lane (Abbott site). The Contractor shall confine construction operations to within the limits of this construction access, construction site, rights-of-way, and access areas as shown on the Plans, or make special arrangements with the property owners or Project Inspector for additional area required. Any damage to property shall be the responsibility of the Contractor. If additional access is necessary to complete the project, the Contracting Agency will assist the Contractor to the fullest extent practicable; however, all damages and claims by private parties will be the responsibility of the Contractor.

#### **4.8 Vegetation Preservation**

(a) The Contractor shall not remove, deface, injure, or destroy trees, shrubs, or similar natural features not designated for treatment. The Contractor shall confine operations to within the clearing limits or other areas designated in the contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Engineer.

(c) No objectionable material shall be allowed to enter any stream, river, lake, or other body of water. Material which falls in these areas shall be retrieved and disposed of, or incorporated in the work as directed by the Engineer, and damage to vegetation or structures outside the project limits shall be repaired as directed by the Engineer.

(d) The Contractor shall not operate equipment or otherwise disturb the natural vegetation and soil beyond the areas flagged on the ground or beyond two feet from edge of channel restoration, top of cuts, or toe of fills.

(e) The Contractor will make every reasonable attempt to preserve the scenic and natural environment along this construction project.

(f) Prior to the start of construction the Contractor shall submit to the Engineer for approval a schedule and plan for temporary pollution control measures.

#### **4.9 Traffic Control and Public Roads**

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Suitable warning signs shall be provided to properly control and direct traffic.

#### **4.11 Control of Material**

**Rights In and Use of Materials** - The Contractor may use on the project suitable stone, gravel, or sand encountered in the excavation that meets specific project specifications.

**Excavation** - Rocks and mineral soil excavated within the normal excavation shall be conserved and used as needed if it meets the material specification.

**Storage and Stockpiling of Materials** - Materials shall be stored to assure the preservation of quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection.

**Earthwork Tolerances** - Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the Plans, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is in compliance with reasonable and customary construction tolerances for restoration projects, typically within three inches of design grade.

#### **4.10 Items Furnished By Contracting Agency**

The Contracting Agency will provide all large wood for the project and will deliver it to the site and place it in a staging area. It is the Contractor's responsibility to sort and move the large wood into place for final installation.

#### **4.11 Fish Salvage**

Fish salvage is not required.

#### **4.12 Construction Stakes, Lines, and Grades**

(a) The Engineer will mark with flagging and/or wire flags the project layout. The flags, wire flags, hubs, and stakes constitute the field control from which the Contractor shall execute the work, and shall be left in place until the Engineer approves their removal.

(b) The Contractor shall do all further surveying, and reference staking to establish the horizontal and vertical control necessary to result in having the finished work comply with the lines and grades shown on the Plans or stated in the specifications. This work is incidental to the pay items.

(c) If any construction control points have been destroyed or displaced, or are erroneous, the Contractor shall promptly notify the Engineer. If these points are destroyed or displaced due to Contractor's negligence or operation, the cost for replacing them will be charged to the Contractor.

#### **4.13 Final Cleanup**

Contractor shall remove and dispose all of its own trash and refuse from the contract area. Material to be removed includes, but is not limited to garbage, used engine oil, oil filters, oil cans, grease cartridges, etc. The Contractor shall also remove and dispose of upon completion of Project, all stakes, sediment and turbidity control devices, flagging, wood debris, rock chips, and similar debris within the project area. This cleanup is a subsidiary item for which no special payment will be made. All debris shall be disposed off the job site and in accordance with State and Local disposal requirements.

#### **4.14 Protection of Cultural Resources**

Contractor shall protect all known and identified historic or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture against destruction, obliteration, removal or damage during Contractor's Operations. In accordance with 36 CFR 296.14(c), Contractor shall bear costs of restoration, provided that such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

Wheeled or track-laying equipment shall not be operated within such areas except on roads. Unless agreed otherwise, trees will not be felled from or into such areas.

#### **4.15 Protection of Habitat of Endangered, Threatened, and Sensitive Species**

Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended are shown on the Plans and identified on the ground. Measures needed to protect such areas are as follows:

- 1) No blasting allowed.
- 2) Between April 1<sup>st</sup> and September 15<sup>th</sup>, heavy equipment or power tool use is restricted to one hour after sunrise to one hour before sunset.
- 3) To minimize the risk of attracting predators to activity areas, all garbage (especially food products) shall be contained or removed daily from the vicinity of any activity.

#### **4.16 Existing Utilities**

The locations of existing utilities shown on the Plans are based on available information and are not guaranteed to be accurate or complete. The Contractor is responsible for verifying the locations of all existing utilities. For locates call 1-800-332-2344 a minimum of 48 hours in advance. The Contractor must notify all utility offices that will be affected by the construction cooperation at least 48 hours in advance. Under no circumstances shall the Contractor expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, the Contractor may locate, expose, and provide temporary support for all existing underground utilities. The Contractor shall reschedule his/her work to allow relocation of any conflicting utility. The Contractor shall not be entitled to additional compensation for delays in the project attributed to the relocation of utilities.

#### **4.17 Existing Structures**

Necessary precautions should be taken to prevent damage to existing structures whether on the surface or underground. An attempt has been made to show major structures on the drawings. The completeness and accuracy of information shown cannot be guaranteed, and it is presented simply as a guide to avoid known possible difficulties.

It is the Contractor's responsibility to protect underground and above ground structures from damage, whether or not they lie within the limits of the rights-of-way or easements obtained by the owner. Where such existing structures must be removed in order to carry out the construction, or are damaged during construction, restoration shall be made to their original condition to the satisfaction of the property owner involved, at the Contractor's expense. The Engineer shall be notified of any damaged underground structure and repairs or replacements shall be made before backfilling.

#### **4.18 Insurance/Responsibility for Damages/Hold Harmless**

1. Contractor shall be responsible for all damage to property, injury to persons and loss, expense, inconvenience and delay that may be caused by or result from the carrying out of the work to be done under this contract, or from any act, omission or neglect of Contractor, its subcontractors, personnel or agents, and the Contract shall defend,

- indemnify and hold harmless the Owner and the Contracting Agency against any claims arising from said damage, injury, loss or expense.
2. Contractor shall indemnify, defend, and hold harmless the private landowners, Contracting Agency, River Design Group, Inc. and its officers, divisions, and employees and members from all claims, suits or actions of any nature out of or relating to the acts or omissions of Contractor, its officers, subcontractors, agents or employees under this contract.
  3. Primary Coverage. Insurance carried by Contractor under this contract shall be the primary coverage.
  4. Comprehensive or Commercial General Liability. Contractor shall obtain at Contractor's expense and maintain comprehensive or commercial general liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided for under this contract, and products/completed operations liability. Combined single limit per occurrence shall not be less than two million dollars or the equivalent. Each annual aggregate limit shall not be less than two million dollars when applicable.
  5. Automobile liability. Contractor shall obtain at Contractor's expense and keep in effect during the term of this contract, automobile liability insurance. This coverage may be written in combination with the comprehensive or commercial general liability insurance. Combined single limits per occurrence shall not be less than one million dollars or the equivalent.
  6. Worker's Compensation. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this contract are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage that satisfies Oregon law for all their subject workers. This shall include employer's liability insurance with coverage of not less than \$100,000 each accident. Contractors who perform the work without the assistance of labor of any employee need not obtain such coverage.
  7. "Tail" Coverage. If any of the aforementioned liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for the duration of 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of open "tail" coverage, providing its retroactive date is on or before the effective date of this contract. This will be a condition of the final acceptance of work or services and the related warranties, if any.
  8. Additional Insured. The liability insurance coverages required for performance of this contract shall include the private landowners (Dennis Jenkins, Janice Clugston, and Joshua Abbott), Contracting Agency, River Design Group, Inc., but only with respect to the Contractor's activities to be performed under this contract.

9. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew the insurance coverage without 30 days written notice from the Contractor or its insurer to the Contracting Agency. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Additional Insured.
10. Certificates of Insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish certificate(s) to the Contracting Agency prior to issuance of a notice to proceed. The certificate(s) will specify all of the parties who are additional insureds (or loss payees). Insurance coverages required under this contract shall be obtained from acceptable insurance companies or entities as deductibles, self-insured retentions and/or self-insurance included hereunder. **Certificates of insurance shall list the private landowners (Dennis Jenkins, Janice Clugston, and Joshua Abbott), Contracting Agency and River Design Group, Inc. as additional insured.**

#### **4.19 Contracting Agency's Right To Terminate Contract**

The Contracting Agency, after providing Contractor opportunity for remedy, may without prejudice to any other right or remedy and after giving Contractor and Contractor's surety seven days written notice, terminate the contract under the conditions including but not limited to those listed below.

1. If Contractor should voluntarily or involuntarily seek protection under the United States Bankruptcy code and its Debtor in Possession or Trustee for the Estate fail to assume the contract within a reasonable time.
2. If Contractor should make a general assignment for the benefit of Contractor's creditors.
3. If a receiver should be appointed on account of Contractor's insolvency.
4. In Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the contract documents, or otherwise fail to pursue the Work in a timely manner.
5. If Contractor should repeatedly fail to make prompt payment to subcontractors or for material or labor, or should disregard the instructions of the Engineer or its representatives.
6. If Contractor is otherwise in material breach of any part of the contract.

At any time that the above occurs, the Owner may take possession of the project site and premises and of all materials, and finish the work by whatever method the Contracting Agency deems expedient.

In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the unpaid balance of the contract price shall exceed the Owner's cost of finishing the work, such excess shall be paid to the Contractor. If the Owner's cost of finishing the work exceeds the unpaid balance of the contract price, Contractor shall promptly pay the difference to Owner.

#### **4.20 Suspensions Of Work for Other than Owner's Convenience**

The Engineering Representative may issue orders to suspend the work wholly or in part for such period of time as deemed necessary because of: (1) weather or ground conditions when further prosecution of the work might cause environmental or resource damage to the project, access roads to the project, or adjacent property. Such action would include but not be limited to instances such as siltation of streams, damage to access roads, rutting of project roads which causes otherwise suitable soils to be muddy or unsuitable; or (2) failure of the Contractor to comply with specifications such as but not limited to performing work prior to prerequisite approvals, operating equipment not meeting fire requirements, or when conditions exist which do not meet safety requirements.

#### **4.21 Contracting Agency's Right to Terminate for Convenience**

Contracting Agency may terminate the contract in whole or in part if the Contracting Agency determines that Termination of the contract is in his best interest.

Contracting Agency will provide the Contractor and the Contractor's surety seven (7) days prior, written notice of a termination for public convenience. After such notice, the Contractor and the Contractor's surety shall provide the Contracting Agency with immediate and peaceful possession of 1) the project site and premises; and 2) materials located on and off the project site and premises for which the Contractor received progress payment, if any. Compensation for work terminated by the Contracting Agency under this provision shall be made according to the terms of these General Requirements. In no circumstances shall Contractor be entitled to lost profits due to termination.

**Action Upon Termination:** Upon receiving a notice of termination and except as directed otherwise by the Contracting Agency, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent that they relate to the work terminated, and with the prior approval of the Contracting Agency, settle all outstanding liabilities and termination settlement proposals arising from the termination of said constructs and orders.

As directed by the Contracting Agency, Contractor shall, upon termination, transfer and deliver to the Contracting Agency all project documents, information and other property that, if the contract had been completed, would be required to be furnished to the Contracting Agency. Upon termination, Contractor shall take any action necessary or that the Contracting Agency may direct for the protection and preservation of the work and any other property related to the contract that is in the possession of Contractor and in which the Contracting Agency has any interest.

#### **4.22 Payment**

Payment is contingent upon funding release from grantors and the Council's fiscal agent, Cascade Pacific RC&D, and satisfactory completion of all work. Request for payment shall be submitted by the Contractor at the end of the project. The payment request shall include enough detailed information to be confirmed by the Contracting Agency that the payment request matches the actual work performed. Once the payment request is agreed to by the



Contracting Agency, the payment will be processed. Payments are typically made within 30 days of invoice approval by the Council.

#### **4.23 Watershed Council Not Personally Liable**

There shall be no personal liability upon the Contracting Agency or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them by, or within the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Contracting Agency.

#### **4.24 Permit Conditions**

Permits have been issued state (Oregon Department of State Lands), and county (Marion County) regulatory agencies and are undergoing review by federal (U.S. Army Corps of Engineers) regulatory agency. Contractor shall review the provisions of the individual permits located on the Contracting Agency website ([www.nisantiamwatershed.org](http://www.nisantiamwatershed.org)), and they are herein incorporated as part of the Specifications for the Project. In-water work is not to commence until all permits have been received and the Contractor receives a notice to proceed from the Contracting Agency.

#### **4.25 TECHNICAL SPECIFICATIONS**

The technical specifications that follow are included in and considered a part of these General Requirements.

**Clugston-Jenkins Plan Set**

**Abbott Plan Set**

**State and Federal Permits**