

Request for Proposals for:
Snake Creek Confluence Restoration Project
Yost Property



Prepared by:
North Santiam Watershed Council
284 E. Water Street
Stayton, OR 97383



With assistance from:
River Design Group, Inc.
311 SW Jefferson Ave
Corvallis, OR 97333

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Table of Contents

1 INVITATION & INFORMATION FOR PROPOSERS	1
1.1 Definitions	1
1.2 Mandatory Pre-Proposal Conference	2
1.3 Contractor's Proposal Format and Submittal.....	2
1.4 Basis of Award	2
1.5 Scope of Work	3
2 FIRE PROTECTION	3
4 PROPOSAL FORM	4
5 CONTRACT	9
6 ATTACHMENTS	11

1 INVITATION & INFORMATION FOR PROPOSERS

Proposals for the Snake Creek Large Wood Placement Project will be received at North Santiam Watershed Council c/o Rebecca McCoun-Travers via email at council@northsantiam.org, or mailed to or dropped off at 284 E. Water Street, Stayton, OR 97383- **no later than Friday, August 15, 2014**. Questions about this RFP should be directed to Rebecca McCoun-Travers at (503) 930-8202.

The work consists of, but is not limited to, the following items: grading of eroding streambanks, planting willow clumps, and installation of ballasted large wood for fish habitat. The bidding documents for this project may be examined at www.northsantiam.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. Decisions will not be made exclusively on bid amount alone, and rather will be made by the full proposal package, contractor experience, and capacity. **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 **June 1, 2014** to **October 15, 2014**. Final completion of the project shall be by **October 31, 2014**. The Contracting Agency is responsible for obtaining all required permits. Permits have not yet been received by Linn 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 – Joseph Yost private landowner, 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.

1.2 Mandatory Pre-Proposal Conference

A **mandatory pre-proposal conference** will be held on-site on **Wednesday, August 13th at 9:00 am**. We will meet at the Joseph Yost's Property, 48193 Lyons Mill City Drive, Mill City, OR 97360. 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) Documented experience and references that demonstrate contractor qualifications

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 Scope of Work

The work includes furnishing all labor, rock, equipment, and materials for shaping streambanks, installing large wood structures and willow clump plantings, according to the project plan sets. **All large wood for the project will be provided by the Contracting Agency at the job site.**

2 FIRE PROTECTION

The contractor shall comply with all laws and regulations pertaining to fire protection and suppression, and take every possible precaution to prevent fires from igniting on or spreading onto Yost's property. If a fire should occur on or near the Property, the contractor shall immediately notify Joseph Yost and appropriate government agencies, Oregon Department of Forestry, and shall make every effort to help suppress or contain the fire. In addition to any liability for negligence, the contractor will reimburse Joseph Yost for all damages (including loss or damage of timber, and fire suppression costs) resulting from fires caused by the contractor's activities.

4 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 by **October 15, 2014** and all work by **October 31, 2014**. 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 – Snake Creek Confluence Restoration

Item No.	Description	Estimated Quantity	Unit	Proposal Price
1.0	Mobilization Equipment, materials, and labor to mobilize necessary equipment and facilities to the project site.	1	Lump Sum	
2.0	Work Area Isolation & Erosion Control Includes all labor, materials, placement, and removal of erosion control fences, straw bales, 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	
3.0	Bank shaping and site preparation Equipment and labor to shape streambanks and prepare large wood structure subgrade as shown on the plans. Estimated Length: 112 feet	1	Lump sum	
4.0	Large Wood Structures Equipment, materials and labor to install large wood structures as shown on the plans, large wood provided by Contracting Agency, contractor to furnish all other materials. QTY: 3 Structures, 112 lf total	1	Lump Sum	
5.0	Erosion Control Seeding & Mulching, Willow Clump Plantings Equipment, materials, and labor to transplant willow clumps as shown on the plans set. Willow clumps will be taken from on-site. Equipment, materials, and labor to install erosion control measures including mulch and seeding over disturbed areas.	1	Lump Sum	
6.0	Site Cleanup and Demobilization Includes all labor, materials, and equipment to clean the site and remove all construction equipment and remaining construction debris.	1	Lump Sum	

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
Excavator Track mounted excavator, 38,000 pounds GVW, includes operator, fuel, and insurance.		Per hour
Dump Truck Standard dump truck with 10-12 cubic yard capacity, includes operator, fuel, and insurance.		Per hour
Site Supervisor On-site project supervisor able to direct labor and equipment.		Per hour
Laborer 1 Skilled laborer able to operate equipment.		Per hour
Laborer 2 General laborer for physical labor.		Per hour

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.

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 _____, 2014.

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 _____, 2014.

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 _____, 2014.

SIGNATURE OF PROPOSER

Attest: _____

5 CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____ 2014, 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 **Snake Creek Confluence 2014 Restoration Project**, dated July 2014, 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 landowner (Joseph Yost) 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 _____, 2014.

CONTRACTOR'S NAME

By: _____

Title: _____

CONTRACTING LOCAL ORGANIZATION

Contracting Agency

By: _____

Title: _____

6 ATTACHMENTS

Drawings: Snake Creek Habitat Enhancement

General Requirements

State and Federal Permits (Pending)