

REQUEST FOR PROPOSAL

Watts-Toppin Fish Passage & Irrigation Improvement Project

Proposal due October 18, 2023 by 5:00 pm

Pre-proposal site tour October 2, 2023 at 2:00 pm

Project Location: Provolt, OR

Request for Proposal Materials include the following attachments:

1. Engineered Project Designs
2. Technical Specifications
3. Bid Sheet

Contracting Agent

Applegate Partnership & Watershed Council

Contact: Luke Wimmer

PO Box 899

Jacksonville, Oregon 97530

Phone 541.899.9765



Engineering Design, Drawings and Specifications Prepared by

Waterways Consulting Inc.

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Issued September 11, 2023

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1 INVITATION, INSTRUCTIONS & INFORMATION

Proposals for the **Watts Toppin Dam Fish Passage Project** will be received via email by Luke Wimmer (luke@apwc.info) at the Applegate Partnership and Watershed Council (APWC), until **5:00 pm on October 18, 2023** at which time Proposals will be opened privately. Proposals not received by the indicated time will not be reviewed. A pre-proposal site tour of the job site is strongly encouraged for all interested contractors (see section 1.1.3) Questions regarding this RFP will be accepted until 5:00 pm on October 13, 2023, and responses will be publicly posted no later than 5:00 pm on October 16, 2023.

The work consists of, but is not limited to, the following items: mobilization, vegetation clearing and site preparation, work area isolation for in-water work, installation of pipeline and intake structure for irrigation water conveyance, existing concrete dam modifications, construction of a roughened channel, and restoration and stabilization of the site. Fish salvage, live stake planting, and revegetation will be performed by APWC. The contractor will be responsible for coordinating the schedule for these activities with APWC.

The contractor will be required to comply with permit conditions and environmental protection and general best management practices for in-water work. The APWC is responsible for obtaining all Federal, State, and County regulatory permits other than ODF permit to use power driven machinery during fire season and Contractor is responsible for this permit. The in-water work period established for this project is **July 1 to September 15**. Final completion of the project shall be on or before **November 15, 2024**.

All Proposals shall be submitted as described in these documents and on the Proposal Form provided. No Proposal for a construction contract shall be received or considered unless the Proposer is registered with the Oregon Contractors Board as required by ORS Chapter 701. The APWC 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 award of contract for a period not to exceed thirty (30) days from aforementioned proposal due date; or to reject any and all Proposals received and further advertise the project for Proposals.

1.1.1 Definitions

CONTRACT DOCUMENTS – Includes the following documents: Invitation, Instructions and Information for Proposers, Project Milestone Schedule, Proposal Form, Contract, General Requirements, Technical Specifications, Regulatory Permit Conditions, Drawings and Addenda.

CONTRACTING AGENT (CA) – The Applegate Partnership and Watershed Council (APWC) is authorized to enter and administer this Contract on behalf of the Owner.

CONTRACTOR – The successful Proposer who executes a Contract with the Contracting Agent to perform the work.

ENGINEER – Waterways Consulting Inc. (Waterways) is the Contracting Agent’s representative who is responsible for project design and will determine that the construction work conforms to the technical requirements and design intent as set forth in the Drawings and Specifications.

OWNER – Joesphine County owns the property and access is through multiple private landowners.

PROJECT – Refers to work necessary to complete the irrigation diversion upgrade as described in this Document, Drawings and Specifications.

INSPECTOR – Waterways Consulting Inc. (Waterways) representative 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.

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

1.1.2 Non-Disclosure and Referrals

The Proposer is required not to disclose the Request for Proposal (RFP) to anyone not directly involved with development of the response to the RFP. In addition, the RFP may not be disclosed to any other company without the permission of Contracting Agent. No information about this RFP may be released to the public by Proposer. Proposer may not pass on or refer this RFP to any other company without first obtaining approval from the Contracting Agent.

1.1.3 Pre-Proposal Site Tour

A pre-proposal site tour of the job site is strongly encouraged for all interested contractors seeking to submit a proposal and preference will be given to those in attendance. The pre-proposal conference and site tour will commence at **2:00 pm on October 2**. The Contracting Agent, and Engineer will be in attendance to outline the scope of work, schedule, access plan, and lead a tour of the site. Participants must notify Luke Wimmer (luke@apwc.info) of their intent to participate prior to the day of the site visit. Statements made at the conference are not binding unless confirmed by written addendum. The site is not publicly accessible; however, site visits can be arranged through the Contracting Agent. The site can be viewed from Watts-Toppin highway.

1.1.4 Minimum Proposer Qualifications

This Project is an aquatic habitat enhancement project and a unique construction endeavor that requires specialized experience and expertise. To be eligible for proposing on this Project, the contractor must demonstrate, through past project experience and references, the following:

- 1) Contractors must be registered with Oregon Contractors Board as required by ORS Chapter 701.
- 2) Reconstruction or restoration of a river/stream channel with dewatering and work area isolation in active streams,
- 3) Demonstrated experience of at least two stream restoration projects similar in size and nature with preference given to those who have successfully constructed a roughened channel.

References must be provided to verify this required experience. Each project description should be kept to one page per reference project and one project can cover multiple items.

1.1.5 Interpretations and Addenda

All questions about the meaning or intent of the Contract Documents are to be submitted to the Contracting Agent via email. Interpretations or clarifications considered necessary by the Contracting Agent in response to such questions will be issued by Addenda and emailed or delivered to all parties who have attended the pre-proposal site tour. Only questions answered by Addenda will be binding and become part of the Contract Documents. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct, or change the Contract Documents as deemed necessary by the Contracting Agent. The Contracting Agent may refuse to consider an interpretation or clarification request received less than four (4) business days before the Proposal due date.

1.2 Instructions

1.2.1 Proposal Format

The Contractor's Proposal shall be kept to the minimum number of pages while adequately describing required experience and proposed approach. The following items shall be submitted with headings that designate each section in the Proposal as follows:

- **Cover Letter:** Introduce your company and team along with relevant highlights (2 pages maximum)
- **Section 1: Bid Sheet** (*provided*)
- **Section 2: Project Technical Approach** including means, methods, and equipment that will be mobilized and used for this project linked with Proposal Form items as appropriate. Describe site access and staging. (*5 pages maximum*)
- **Section 3: Water Management Plan** describe dewatering, sequencing, materials, methods, technical approach, and adaptive management (*3 pages maximum*)
- **Section 4: Project Schedule** with milestones (a Gantt chart of project tasks) shall be provided and linked with project technical approach (*1 page*)
- **Section 5: Organizational Structure** of Proposer and brief description of personnel and their roles proposed for this project and their experience and must include all subcontractors (*2 pages maximum*)
- **Section 6: Experience and References** that demonstrate minimum contractor qualifications. A minimum of three references and two example projects are required with contact names, company, email addresses, and phone numbers.

1.2.2 Proposal Submission

One electronic copy in PDF format (not to exceed 20 MB file size) of the Proposal must be submitted to Luke Wimmer via email (luke@apwc.info). The Proposal Bid Sheet attached in the bid package must be included.

1.2.3 Ownership of Materials

All materials submitted in response to this RFP will become the property of the Contracting Agent. Neither proposal nor supporting material will be returned to Proposer.

1.2.4 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 thirty (30) working days and at no time after award of proposal.

Acceptance of any proposal does not place the Contracting Agent under any obligation to accept the lowest price proposal submitted. Award will be made to the responsible, responsive Proposer: (1) whose proposal is technically acceptable; (2) has demonstrated required experience with similar projects; and (3) whose technical/cost relationship is the most advantageous to the Contracting Agent. The critical factor in making any technical/cost trade-off is not the spread between the technical scores, but rather the significance of that difference.

The Contracting Agent 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. In addition, the Contracting Agent may engage in discussions with the highest ranked Proposer before making an award. If the negotiations are successful, the Contracting Agent may enter into a contract with this party. In the event the negotiations are not successful, the Contracting Agent may repeat this process with the next highest ranked Proposer, and so on, until a mutually agreeable contract is reached. For the purpose of this solicitation, discussion shall not be considered to have been initiated if the Contracting Agent requests additional information supplementing or clarification of a proposal without materially changing it.

1.2.5 Confidentiality or Proprietary Information Statement

The Contracting Agent has no intention or obligation to share information or material with other parties and will respect any documents or materials that Proposer has identified as confidential or proprietary in accord with the requirements of Oregon Public Records Laws. Proposer shall, however, clearly identify pages containing proprietary information; the complete proposal may not be designated in this manner. The Contracting Agent is not obligated to maintain the confidentiality of any information which: 1) is known prior to receipt of the proposal; 2) becomes publicly known through no fault of the Contracting Agent; or 3) is received without obligation of confidentiality from a third party.

1.2.6 Protests

Proposers who wish to protest any aspect of the RFP or the procedure for evaluating Proposals and selecting a Contractor must deliver a written protest to the Contracting Agent. Proposers who wish to protest the result of the proposal evaluation must submit a written protest to the Contracting Agent no more than four (4) business days after being notified by email of the Contracting Agent's determination regarding award of contract.

A protest shall include only those documents delivered per the protest schedule above. The protest must clearly state all grounds for the protest and must include all arguments and evidence in support of the protest. Testimonial evidence may be submitted by affidavit. The Contracting Agent may investigate as it deems appropriate and will issue a written response to the protestor. The Contracting Agent may proceed with contract award, execution, and performance while a protest is pending.

1.3 Milestone Schedule

A preferred schedule has been established for the project as summarized in the following table.

RFP issued	September 11, 2023
Pre-proposal site showing	October 2, 2023
Deadline for submitting requests for information	October 13, 2023
Requests for Information Publicly posted	October 16, 2023
Proposal due date	October 18, 2023
Anticipated opening of Proposals	October 19, 2023
Successful Proposer Announced	October 25, 2023
Earliest site access date (out-of-stream work)	February 1, 2024
Earliest date for commencing in-stream work	July 1, 2024
Completion of in-stream portion of Project	September 15, 2024
Final completion of Project	November 15, 2024

2 PROPOSAL FORM

PROPOSER:

ADDRESS:

PHONE: _____

DATE: _____

The work descriptions below are not comprehensive and only provide a description of work items for Proposal purposes only; however, the Proposal shall be for all ancillary items to complete the Project. The Contractor must include adequate provisions in each proposal item to account for incidentals and other items required to complete the project and meet the intent of the Contract Documents.

2.1 Proposal Bid Sheet

The bid sheet is also attached as a separate document to this Request for Proposal.

ITEM NO.	SPECIFICATION	ITEM	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL
1	015000	MOBILIZATION	1	LS		
2	015713	TEMPORARY EROSION CONTROL AND BMPS	1	LS		
3	312319	DEWATERING	1	LS		
4	311100	CLEARING AND GRUBBING	1	LS		
5	024100	DEMOLITION	1	LS		
6	312316	SOIL OFF-HAUL ²	3,516	CY(E)		
7	312316	UNCLASSIFIED EXCAVATION	1,117	CY(F)		
8	312316	EXCAVATION - UNSUITABLE MATERIALS ³	10	CY(E)		
9	312323	ENGINEERED FILL	483	CY(F)		
10	354237	SALVAGE AND INSTALL STREAM SUBSTRATE	137	CY(F)		
11	354237	SUPPLY ENGINEERED STREAMBED MATERIAL	1,627	TON(E)		
12	354237	INSTALL ENGINEERED STREAMBED MATERIAL	2,647	CY(F)		
13	354237	SUPPLY AND INSTALL BURIED BOULDER GRADE CONTROL STRUCTURES	449	CY(F)		
14	354237	SUPPLY AND INSTALL BOULDER CLUSTERS	8	EA		
15	354237	SUPPLY AND INSTALL ROCK SLOPE PROTECTION (ODOT CLASS 2000)	888	CY(F)		
16	320523	CAST-IN-PLACE CONCRETE	8	CY(F)		
17	055100	MISCELLANEOUS METAL	1	LS		
18	334001	CANAL GATE	1	EA		
19	334000	MANHOLE	1	EA		
20	334000	PLASTIC PIPE	345	LF		

TOTAL

NOTES:

1. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.

2. APWC will provide the location for spoils off-haul (~2 miles away).

3. Optional bid items are not shown on the Drawings, but may be required due to unforeseen circumstances at the discretion of the Engineer. As measured and directed by the engineer.

4. CY(E) is estimated volume, CY(F) is known volume calculated from finished grade

2.2 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 Drawings, Specifications, and Contract Documents, hereinafter referred to as the Document, for 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 Project; and, that this Proposal is made in accordance with the provisions and the terms of the Contract Documents.

The Proposer further agrees that he/she has exercised his/her own judgment regarding the interpretation of subsurface information and has obtained and utilized all data which they believe pertinent from the Contracting Agent, and Engineer, and such other sources of information as they determine appropriate in arriving at their conclusion.

The Proposer certifies that they have not and will not discriminate against minority, women, or emerging small businesses in the awarding of any subcontracts in accordance with ORS 279A.110 (4). The Proposer agrees not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this contract.

The Proposer agrees that if this Proposal is accepted, he/she will within 10 working days, not including Saturdays, Sundays and legal holidays, after notification of acceptance execute the Contract with the Contracting Agent.

The Proposer further agrees, to the extent of this Proposal, to furnish all labor, machinery, tools, apparatus, and other means of construction and do the work and furnish all materials as proposed in the Proposal necessary to complete the work in the manner and schedule proposed and according to the methods as specified in the Contract Documents.

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 lump sum price 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 name of the Proposer submitting this Proposal is (include License # or EIN):

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 _____, 2023.

NAME OF CORPORATION

By: _____

Title: _____

Attest: _____

(If Partnership)

In witness whereof the undersigned Partnership has caused this instrument to be executed by its duly authorized officer(s) this _____ day of _____, 2023.

NAME OF PARTNERSHIP

By: _____

Title: _____

Attest: _____

3 GENERAL INFORMATION

3.1 Summary of Work

The work consists of, but is not limited to, the following items: mobilization, vegetation clearing and site preparation, work area isolation for in-water work, installation of pipeline and intake structure for irrigation water conveyance, existing concrete dam modifications, construction of a roughened channel, and restoration and stabilization of the site. Fish salvage, live stake planting, and revegetation will be performed by APWC. The contractor will be responsible for coordinating the schedule for these activities with APWC. Other incidental work or items required for full performance of work, notwithstanding the same may have been omitted from the plans or not specifically mentioned in the Contract Documents but are expected to be completed to achieve full Project intent. In-stream materials, if not provided on site, must be acquired by the Contractor.

3.2 Site Overview

Williams Creek is a major tributary to the Applegate River near Provolt, OR. Williams Creek provides important spawning and rearing grounds for steelhead and Coho Salmon. The proposed restoration project will remove a major fish passage barrier and improve access to many miles of upstream habitat for all aquatic species as well as improve irrigation efficiency for local water users. Most of the in-stream project will be completed on land owned by the Josephine County but the irrigation ditch and access roads are privately owned. The Applegate Partnership & Watershed Council is working on this project in partnership with private landowners, Waterways Consulting Inc., Oregon Department of Fish & Wildlife, and the Bureau of Land Management.

3.3 Site Access

Access to the site is available from the Williams Highway approximately 1.6 miles south of Provolt, OR. An existing unimproved road can also be used to access the site from Messinger Rd and the Contractor will need to make any improvements necessary for construction access. The Contractor shall confine construction operations to the limits of construction access, construction site, rights-of-way, and access areas as shown in the Drawings. Any damage to property shall be the responsibility of the Contractor. If additional access is necessary to complete the project, the Contracting Agent will assist the Contractor to the fullest extent practicable, however, all damages and claims by private parties will be the responsibility of the Contractor.

3.4 Organization Information

The Applegate Partnership & Watershed Council (APWC) is a 501(c)(3) non-profit organization that works to restore instream and streamside habitat, improve water quality, and encourage community members to become stewards of the Applegate River and its tributaries. To achieve our restoration goals, we partner with landowners and agencies to design, permit, implement, and monitor projects that improve water quality and native fish habitat. More information about our projects and programs can be found at www.applegatepartnership.org.
