

Project Bid Prospectus for
Road No. 27-11-7.0 Decommissioning
A PRE-PROPOSAL SITE CONFERENCE (not mandatory)
will begin at

July 20, 2017 at 10:00 AM

Statements made by association's representatives at the conference will not be binding on association unless confirmed by written addendum. Bidders shall submit their proposal pursuant to the provisions of this solicitation to:

Coquille Watershed Association (CWA)

c/o Caleb Mentzer

223 N. Alder St., Suite D

Coquille, OR 97423

SOLICITATION CLOSING

July 28, 2017, at 4:30 PM

(LATE BIDS WILL NOT BE ACCEPTED)

Bidders are solely responsible for ensuring that the CWA receives their proposal.

The solicitation document and plan sets are available by phone and email:
programmanager@coquillewatershed.org or 541-396-2541

Bidders shall familiarize themselves with the entire solicitation document.

All questions and comments about this solicitation shall be directed IN WRITING to both Caleb Mentzer, CWA-Project Manager and Jeff Jackson BLM-Project Manager

Email to: programmanager@coquillewatershed.org and
jbjackson@blm.gov

INVITATION TO BID

Notice is hereby given that the Coquille Watershed Association (CWA) intends to contract the decommissioning of Road No. 27-11-7.0 located on BLM and New Growth Olympus, LLC properties near the community of Dora, OR. This work will occur from August 6 to October 15. Any in-stream work must be completed during the ODFW in-water work period which is July 1 to September 15; assume no work can occur in the stream channel outside of this window. The contract documents (including special provisions and specifications) are available at the CWA, 223 N. Alder St., Suite D. Coquille, OR 97423. Phone: 541-396-2541. Email: programmanager@coquillewatershed.org

The contractor shall furnish labor, materials and equipment necessary for completion in accordance with the specifications. The work for Road No. 27-11-7.0 decommissioning consists of:

- Note: Sta. 0+00 to 27+00 – Upon the completion of operations construct water bars approximately every 150'. Utilize the existing grade of the ditch-line as the invert grade of the water bar. Excavate a trench with a depth of 12" and width of 4' skewed at 35 degrees in the direction of flow. Utilize the excavated material to construct a 12" high ditch dam and berm entirely across the roadway. (See Exhibit D: Site Maps and Information)
- Sta. 0+00 Junction with BLM Road No. 28-11-2.1.
- Sta. 1+00 Existing tank trap barrier. Renovate roadway to allow for vehicle passage.
- Upon the completion of operations construct a 5' high earthen berm barrier and a 5' deep trench on the far side using cut and fill slopes of 1:1. The berm shall be compacted to 85% of maximum density.
- Sta. 4+00 Property line. Leave New Growth Olympus, LLC property and enter BLM.
- Sta. 6+50 Existing road failure. Excavate material as needed to restore suitable road width for equipment passage. Waste excavated material on roadway. Maximum cut slope shall be 1/2:1.
- Upon the completion of operations construct water bars on either side of the failure site at approximately Sta. 6+00 and 7+00 to divert water from the failure site.
- Sta. 18+00 Remove existing failed CMP stream culvert. Excavate remaining fill material to restore existing stream channel as flagged on the ground (Excavation depth approximately 8.5' at inlet and 21' at outlet). Remove approximately 750 CY of fill material and place on adjacent roadway. Utilize trees removed for access as grade control within restored stream channel.
- Sta. 24+00 Remove existing CMP cross drain culvert. Excavate fill material to restore existing stream channel as flagged on the ground (Excavation depth approximately 0.5' at inlet and 10.5' at outlet). Remove approximately 500 CY of fill material and place on

adjacent roadway. Utilize trees removed for access as grade control within restored stream channel.

Sta. 27+00 Remove existing CMP stream culvert. Excavate fill material to restore existing stream channel as flagged on the ground (Excavation depth approximately 15.8' at inlet and 27.3' at outlet). Remove approximately 1250 CY of fill material and place on adjacent roadway. Utilize trees removed for access as grade control within restored stream channel.

End of project.

Bids for the work described will be received in both print and electronic copy by:
Coquille Watershed Association,
Attention: Caleb Mentzer
223 N. Alder St. Suite D
Coquille, OR 97423

Deadline, no later than **4:30 p.m., Friday July 28, 2017**. Bids received after this date and time will not be considered. Bid shall be post marked or hand delivered to the CWA office at 223 N. Alder St., Suite D. Coquille, OR 97423; Attention: Caleb Mentzer.

Contractor may be required to comply with Oregon's prevailing wage rate law. OR 279C.800-279C.870. This law requires that entities using public funds for public works must pay not less than the prevailing rate of wage for an hour's work, including fringe benefits, in the same trade in the locality where the work is performed. Contracts not exceeding \$50,000 are exempt from prevailing wage rate laws and nonprofit organizations are exempt for work other than construction. Public works is defined as including "roads, highways, buildings, structures, and improvements of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest..." ORS 279C.800(6)(a). Construction is defined as "the initial construction of buildings and other structures, or additions thereto, and of highways and roads." OAR 839-025-0004(5)

Failure to comply with prevailing wage rate laws could result in a contractor being liable to the workers affected in the amount of their unpaid minimum wages, including fringe benefits, and in an additional amount equal to unpaid wages as liquidated damages. Further information can be found on the Bureau of Labor and Industries;
http://www.oregon.gov/BOLI/WHD/PWR/Pages/W_PEW_Pwrbk.aspx.

Road No. 27-11-7.0 Decommissioning BID PROSPECTUS FORM

This project is located on Road No. 27-11-7.0 near the community of Dora, OR. This bid entails the decommissioning of the road on BLM and New Growth Olympus, LLC properties.

Coquille Watershed Association (CWA) will obtain necessary permits and notifications including; BLM Right away permit for operating on BLM roads. Notification to Oregon Department of Forestry has been filed but will need to be updated to list operator once bid is awarded.

This Bid Prospectus includes:

Exhibit A: Bid Prospectus

Exhibit B: Contractor insurance/security requirements.

Exhibit C: Spill Plan

Exhibit D: Project Maps and road location

Attachment 1: Signed Right-of-Way permit with New Growth Olympus, LLC.

Site Visit Date: **July 20, 2017** at 10:00 AM– Call CWA Program Manager Caleb Mentzer

Bid Due Date: July 28, 2017 at 4:30 PM

Please list lump sum for the 27-11-7.0 road decommissioning and other work as described in Bid Prospectus.

\$ _____ *

*A separate sheet is requested for breakdown or explanation bid information.

*A separate sheet to list qualifications, key persons and references.

<p>Coquille Watershed Association Caleb Mentzer 223 N Alder St Suite D Coquille OR 97423 P: 541-396-2541 C: 541-982-0147</p>

Contractor: _____ (print)

By: _____ (signature)

Name & Title: _____ (print)

Exhibit A:

BID PROSPECTUS

LOCATION: Road 27-11-7.0: T 27S R 11W Sec 36T

From Coquille, take Central Blvd. to Fairview Rd. and head north-east for 8.5 miles. Then turn left on Lone Pine Ln. for 7.5 miles and meet at the intersection of Cherry Creek C C C Road and Lone Pine Ln. Cherry Creek C C C Rd. will be on the left. From this destination we will drive to the project site **(See Exhibit D)**.

SITE TOUR: July 20, 2017 at 10:00am.

BID DEADLINE: July 28th, 2017 at 4:30pm.

APROXIMATE START: August 6th, 2017 or as soon as all documents are in order.

COMPLETE: September 15th, 2017 for in-water work; October 15th, 2017 for remaining activities.

From August 6th through September 15th work is only allowed 2 hours after sunrise to 2 hours before sunset due to wildlife restrictions for marbled murrelet.

EQUIPMENT CHOICE: Heavy equipment will be commensurate with the project and operated in a manner that minimizes adverse effects to the environment (e.g., minimally-sized, low pressure tires, minimal hard turn paths for tracked vehicles). All Equipment will be cleaned and free from foreign materials and noxious weeds to prevent the introduction of invasive and/or damaging species. All equipment used for instream work will be cleaned for petroleum accumulations and leaks repaired prior to entering the project area. Equipment shall be inspected and approved by the Project Inspector prior to the start of operations.

ROAD DECOMMISSIONING: All waste areas used for the placement of removed fill material shall be cleared of vegetative material. All waste areas on the existing road grade shall be fully de-compacted to a depth of 18" prior to the placement of removed fill material. The removed fill material shall be placed on the inside edge of existing road grade not exceeding centerline of the roadway. The removed fill shall be placed to match the existing ground slope or to a maximum slope of 1 1/2:1. All waste areas shall be sloped to drain and all slopes shall be compacted to a minimum 75% of maximum density by walking with equipment or pressing with an excavator bucket. All slash removed for equipment access shall be windrowed along the outside edge of the road and placed back onto the roadway upon the completion of activity. All trees and brush cleared from the roadway and fill slopes at the culvert sites shall be retained onsite and utilized for bank stability as directed by the Project Inspector. Trees shall have the root-wads and branches left intact and bucked to only as needed for equipment handling. In-stream work waiver requests shall be made in writing addressed to BLM, Myrtlewood Field Manager. All stream channels shall be de-watered prior to operations. Water shall be disposed using pumping in a manner that will not increase stream turbidity. All disturbed soils shall be stabilized by the Contractor using a mixture of grass seed, fertilizer, and mulch at the following rate of application:

Grass Seed	60 lbs/acre
Fertilizer	200 lbs/acre
Straw Mulch	3,000 lbs/acre

Grass seed shall be supplied by the BLM.

Fertilizer shall be a standard commercial grade of fertilizer conforming to all State and Federal regulations and to the standards of the Association of Official Agricultural Chemists. Fertilizer furnished shall provide the minimum percentage of available nutrients as specified below:

Available nitrogen 16%
 Available phosphoric acid 20%
 Potassium 16%

Straw mulch shall be certified weed free.

ROAD CLOSURES: The road network shall remain open throughout the project; delays shall be kept to a minimum, and not exceed 30 minutes at any one time. The Contractor shall be responsible for coordinating road use with traffic in the area, and shall ensure adequate signage is used when needed including CB contact channel.

FIRE RESTRICTIONS: The Contractor shall know and adhere to all fire rules and restrictions that apply to the project area, during implementation of the project. Contractor shall provide adequate tools and equipment to meet fire restriction requirements. Contractor shall be in default of contract should project be delayed for lack of required fire equipment preventing work that could have otherwise been completed. The Contractor shall obtain a Notice of Operations/Permit to Operate Power-Driven Machinery with Oregon Department of Forestry and Coos Forest Protection Association. The Contractor shall comply with all Industrial Fire Precaution Level (IFPL) requirements when operating during the closed fire season. IFPL Waiver requests during the closed fire season shall be made in writing addressed to the BLM, Myrtlewood Field Manager.

ROAD/DITCH DAMAGE: The existing roads accessing the project area are owned by the BLM and New Growth Olympus, LLC. Damage to the existing road network, including damage to any asphalt, gravel, ditches, culverts, signage, etc. is the sole responsibility of the Contractor; all repair costs will be paid for by the Contractor, and all repairs must meet BLM and/or New Growth Olympus, LLC approval.

SPILL PLAN: The Contractor shall have and be ready to deploy a spill kit in response to any leaks/spills of petroleum products or other contaminants. The Contractor shall provide and maintain on-site during operation a spill kit containing absorbent booms (two bales, four 8" x 10" booms/bale), absorbent pads (two bales, one hundred 17" x 19" x 1/4" pads/bale), heavy duty garbage bags, gloves (PVC and latex), and goggles. A spill plan has been provided and will on site and followed. (See Exhibit C.)

STAGING: Fueling and cleaning and inspection for petroleum products and invasive weeds
A. All equipment used for instream work will be cleaned for petroleum accumulations, dirt, plant material (to prevent the spread of noxious weeds), and leaks repaired prior to entering

the project area. Such equipment includes large machinery, stationary power equipment (e.g., generators, canes), and gas powered equipment with tanks larger than five gallons.

B. Store and fuel equipment on existing gravel roads after daily use.

C. Inspect daily for fluid leaks before leaving the vehicle staging area for operation.

D. Thoroughly clean equipment before operation below ordinary high water or within 50 feet of any natural water body or areas that drain directly to streams or wetlands and as often as necessary during operation to remain grease free.

CULTURAL RESOURCES: If, in connection with operations under this project, the Contractor, subcontractors, or the employees of any of them, discovers, encounters, or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves, grave markers, fossils, or artifacts, the contractor shall **immediately suspend all operations in the vicinity of the cultural value and shall notify the CWA and BLM of the findings.** Operations may resume at the discovery site upon receipt of written instructions. No objects of cultural resource value may be removed.

WASTE: All removed culverts shall be legally disposed off of government property by the Contractor. All garbage (especially food products) shall be contained or removed daily from the vicinity of the operation.

OTHER: The CWA reserves the right to waive minor informalities in the Bids received. The CWA may also reject any Bid not in compliance with all prescribed requirements, including the requirement to demonstrate the Bidder's responsibility and may reject for good cause any or all Bids upon a finding by the CWA that it is in the public interest to do so, in accordance with OAR 137-049-0440

Proposal Instructions

Bids must be received on or before 4:30 pm, on Friday, July 28th Bids shall be mailed or hand delivered to;

**Coquille Watershed Association
c/o Caleb Mentzer
223 N. Alder St. Suite D
Coquille, OR. 97423**

Proposals shall include, at a minimum, the following items:

- A. Lump sum bid dollar value. **Bid Prospectus Form**
- B. **Separate sheets of information as needed:**
 - a. At your discretion break down or explanation of bid cost. (Example: Equipment, wages, Misc., etc. or per item)
- C. The name of the person(s) authorized to represent the Contractor/Firm in the negotiating and execution of any contract that may result from the proposal. Contractor can provide the name of "Key Person" or responsible employee that will oversee project, at time of bid or at contract signing. This bid may not be sub-contracted by bidder without approval by CWA.
- D. A description of the legal status of your organization (a corporation, sole proprietorship, partnership, etc.) and an affirmation that you are able to comply with federal provisions that prohibit employment discrimination because of race, sex, age, color, religion, national origin or mental or physical disabilities.

- E. A list of equipment with size expected to be on the project (Including proposed fire safety)
- F. A written statement affirming your ability to undertake and complete specific phases of this work in a timely fashion from roughly August 6, 2017 through on or before October 15th, 2017. Specifically indicate if you have experience placing large wood and any details.
- G. A statement that you can and shall provide the Bond and Insurance requirement as listed within a reasonable period of time.

Selection and Evaluation Criteria

Proposals will be evaluated by a Selection Committee that, after a review of written proposals, may choose to also conduct a personal interview. Selection Committee will include at minimum BLM Fish Biologist, BLM Forester, and CWA Project Manager.

Right to Award or Reject

This RFP does not obligate the Coquille Watershed Association to award a contract, the CWA reserves the right to reject any and all proposals and to further amend or refine a proposal and negotiate a contract with one of the proposers. The Coquille Watershed Association reserves the right to offer a contract to other than the lowest cost bidder based on other evaluation criteria.

Contract Requirements

It is the desire of the Coquille Watershed Association to enter into a contract that includes all of the services necessary to achieve the goal of the project, whether or not those services are specifically outlined or described in this RFP.

Because this project includes federal funds, the selected firm must be able to comply with any specific federal provisions and regulations that may apply to such a federally funded contract and may be required to sign certain assurances related to applicable federal or state laws.

Waiver of Informalities

The Coquille Watershed Association reserves the right to waive minor informalities contained in proposals, when in the Association's sole judgment; it is in the best interest of the Watershed Associations to do so.

Incurring Costs

The Coquille Watershed Association accepts no liability for any costs incurred by respondents in the preparation or presentation of proposals.

Inquiries

Questions concerning this request for proposals should be directed to:
CWA Project Manager – Caleb Mentzer
Ph: 541-396-2541 or Email: programmanager@coquillewatershed.org

Exhibit B:

Insurance and Security

*Contractor is responsible to comply with all federal, state, county and local laws, ordinances and regulations applicable to this contract. At the time or request for bid the information listed below was know additional coverages may be required or change.

INSURANCE: The CWA shall have no obligation to CONTRACTOR until CONTRACTOR has fully complied with the following requirements. CONTRACTOR must carry insurance policies offering the following minimum coverage levels and provide Certificates of Coverage to the CWA and New Growth Olympus, LLC before work commences.

_____ Commercial General Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Policy Aggregate
	\$10,000 Premise Medical
_____ Loggers Broad Form B	\$1,000,000 any one occurrence
_____ Automobile –Liability covering owned, hired and non-owned vehicles. (Including the " <u>pollution from autos endorsement,</u> " 1S0 Form No. CA 99 48)	
_____ Fire Endorsement- Oregon non-negligent fire coverage (ORS 477)	\$300,000
_____ State or private accident insurance- Workers Compensation	

The above polices as shall reference as additional insured as follows and copies be provided to:

Coquille Watershed Association
 223 N Alder St. Suite D
 Coquille, OR 97423

New Growth Olympus, LLC
 Forest Investment Associates
 Barnes and Associates, Inc.
 4001 Main St., Suite 201
 Vancouver, WA, 98663

SECURITIES: CONTRACTOR is required to issue a **\$1,000.00** security to CWA in the form of a Cashier Check, cash or certified note from a financial institution. This security will be held until the end of the project and site review and sign off that project is completed, debris, ditches and roads are in order. Once CWA signs off, funds will be returned. The cost of clean-up, maintenance and or rehab for damages done are solely the responsibility of the CONTRACTOR.

Exhibit C:

SPILL CONTAINMENT PLAN

General Requirements

1. This **SPILL CONTAINMENT PLAN** is to be used for the duration of the contract.
2. ****An oil spill containment kit (SCK) will be required at each site, or within 5 minutes of each site, where equipment is working in or near a waterway.**
3. As a minimum, each oil spill kit will consist of the following items:
 - A. Absorbent booms (two bales, four 8" x 10" booms/bale)
 - B. Absorbent pads (two bales, one hundred 17" x 19" x 1/4" pads/bale)
 - C. 10-36" W x 60"H Polyethylene Disposal Bags
 - D. Several pairs of oil-resistant gloves (PVC and Latex) and safety eyewear.
4. Priorities during an incident will be:
 - A. Protection of employee and public health and safety.
 - B. Protection of natural and environmental resources.
 - C. Compliance with state and federal regulations.

Project Emergency Response Procedures

If a spill or release occurs, the contractor will take immediate action to accomplish the following steps:

- A. Protect employee and public health and safety.
- B. If the spill or machinery leak occurs in the waterway, remove the machine from the waterway. If this action is not feasible, immediately shut down the machine. The equipment operator will take immediate action to stop the flow of the product being released. Other personnel will begin placing the floating boom and absorbent pads in the most effective place(s) downstream from the spill.
- C. If the spill or machinery leak occurs out of the waterway, take action to prevent the spilled material from reaching the waterway. Dike or berm around the spill and use absorbent pads to contain and mop the spill as needed. Reasonable care must be taken to prevent excessive damage to the environment by spill containment measures.

The contractor will contact the BLM Dispatch (541) 756-0100 as soon as practical. The report to the

dispatcher will need the following information:

- A. Location by site name provided on the project site map. (Do not give Legal Description over the radio at this time.)
- B. Medical assistance required...If none, so state.
- C. Brief description of the spill: Quantity, type of material.
- D. Request dispatcher immediately contacts the HAZMAT Coordinator.
- E. Other information that may be critical.

DIRECTIONS FOR USE OF SPILL CONTAINMENT KIT

1. Deploy and anchor boom(s) across waterway at an angle similar to the diagram. Several booms may need to be deployed in a successive pattern (known as "herringbone"). The deflection angle will vary depending on the speed of the current: The faster the current, the steeper the angle. Try to place the collection point in an area near a vehicle access point to facilitate the clean-up and removal effort.
2. Place absorbent pads at collection points to help pick up spilled material.
3. Place sweep immediately downstream from the containment boom(s).

Reviewed by Contractor: _____ Date: _____

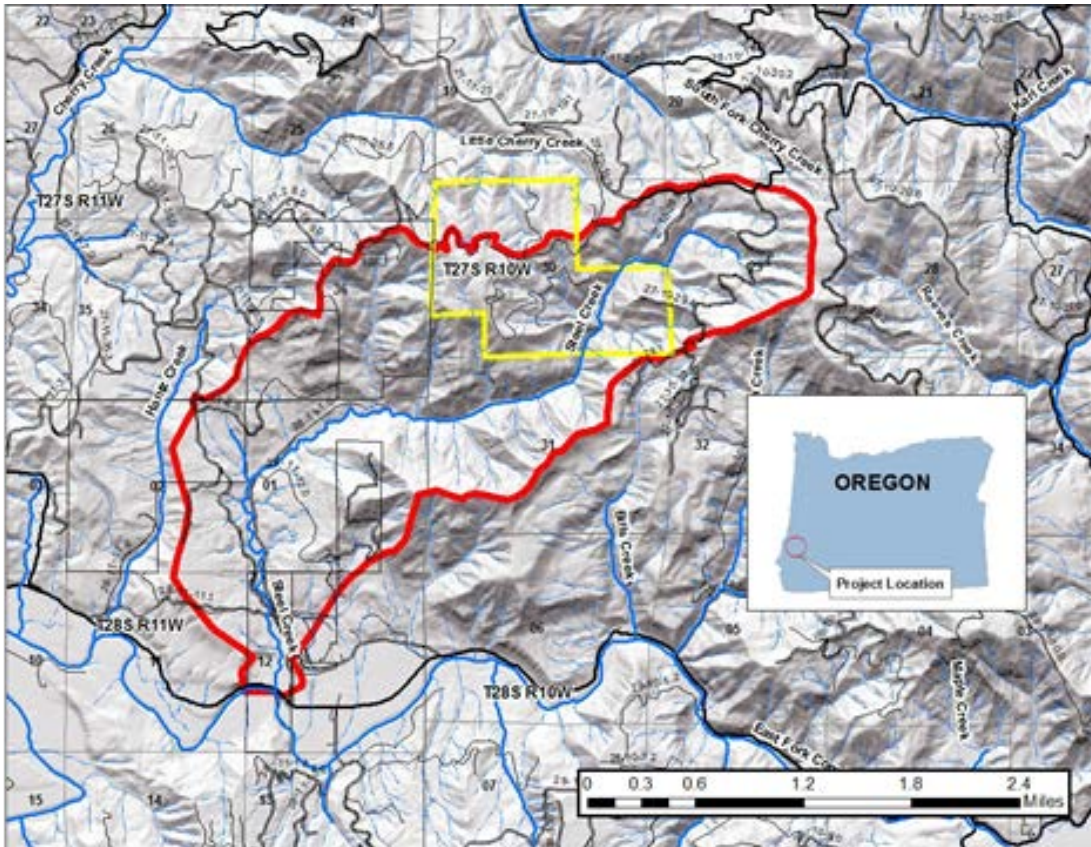
And

Reviewed by "Key Person" _____ Date: _____

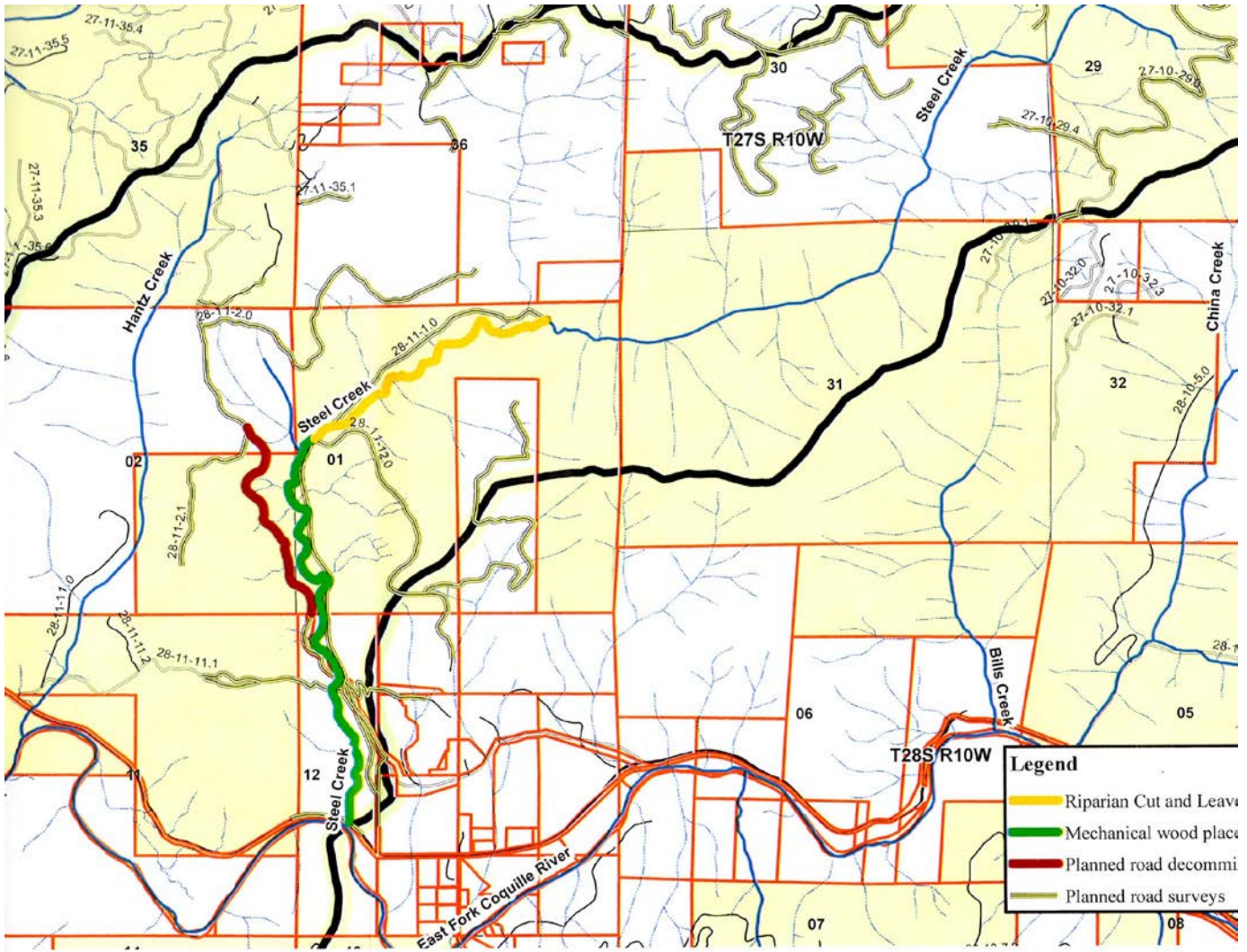
**To be returned to CWA with signed contract or agreement after award of bid. **

Exhibit D:

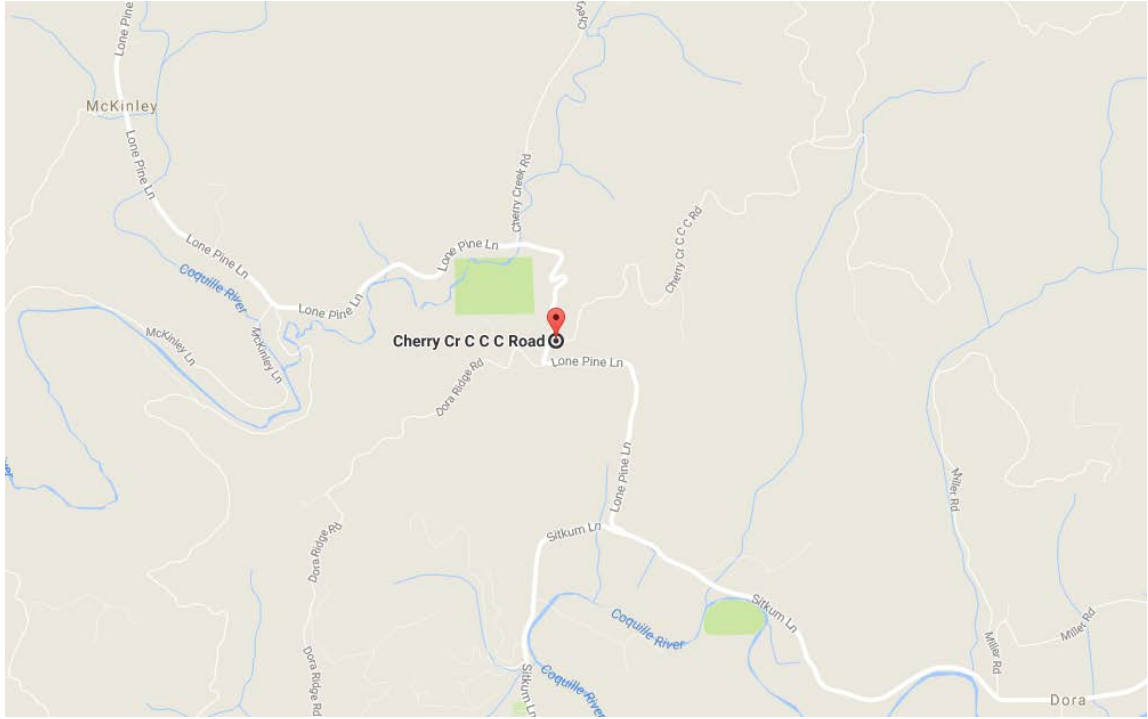
Map and Site Information



Map of the overall project location.



Road network map of the Steel Creek drainage including the section to be decommissioned (dark red). BLM property is yellow, private property is white.



Meeting site for pre-proposal site conference.



FOREST INVESTMENT ASSOCIATES
Registered Investment Adviser

May 1, 2017

Melaney Dunne
Coquille Watershed Association
223 N. Alder Street, Suite D
Coquille, OR 97423

RE: Temporary Access Permit – Steel Creek Area

Dear Melaney:

New Growth Olympus, LLC will grant Coquille Watershed Association permission to use existing roads on its property located in Section 36 of T27S R11W and Sections 1, 2, and 12 of T28S R11W, Coos County, Oregon, as described by the attached map, for the sole purpose of conducting road inventory assessments, provided you sign this letter of agreement and return it with conditions below. Permission to access the property shall expire on April 1, 2019, and can be renewed for the term of the project so long as proof of current insurance is submitted. This letter of agreement shall not be deemed to grant an easement, right of way or any other estate or interest in the land, but merely grants limited permission for the temporary, unassignable use of the existing road as aforesaid, and such permission is terminable and revocable.

By executing this letter in the space provided below, you and your employees, agents or contractors agree to indemnify and hold New Growth Olympus, LLC; Forest Investment Associates; and Barnes and Associates, Inc. harmless from any and all damages to person or property and all other losses, liabilities and expenses resulting from the actions of you, your employees, agents or contractors while on the property. In addition, a certificate of insurance shall be provided evidencing coverage with amounts:

Commercial General Liability
\$1,000,000 per occurrence
\$2,000,000 aggregate

Automobile Liability
\$1,000,000 combined single limit (owned, hired, non-owned)

The following names must be listed on the insurance certificate as additional insureds: New Growth Olympus, LLC; Forest Investment Associates; and Barnes and Associates, Inc.

By executing this letter, you and your employees, agents or contractors agree to not to interfere with any land management, timber harvesting or other operations of the owner or other entitled parties and agree to leave the road in a condition equal to or better than its current condition and consistent with the Oregon Forest Practices Act when all activities have been completed.