

# **CONTRACT FOR INSTREAM RESTORATION SERVICES**

**Project Name: Cole-Engle Habitat Implementation Project**

**Contract Award: \$**

**Contract Number: MSWCD221-6002**

**Project Start Date: July 10, 2022**

**Project Completion Date: August 31st, 2022**

## **Contractor**

Phone:

CCB#: Exp. date:

Contact:

Cell:

Email:

## **Project Sponsor**

Monument Soil & Water Conservation  
District

311 Wilson Street, PO Box 95

Monument, OR 97864

Phone: (541) 934-2141

District Manager: Erik Rook

Email: erook@monumentswcd.org

**This contract is made and entered between the Monument Soil & Water Conservation District, hereafter called the “District”, and the Contractor as identified above, hereafter called the “Contractor”, in consideration of the mutual covenants contained herein.**

## **SCOPE OF WORK**

### **Price Breakdown:**

#### **Contractor will:**

- Mobilize/demobilize to the site
- Source and supply all rock, gravel & steel materials required to complete the job or harvest them on-site as appropriate and described in the designs.
- Construct design elements described below and in the design set
- Work with both District Staff and Contract Engineer to fulfil the requirements of the project as described in the design set. Any deviation from the designs must be approved by District staff and the Contracted Engineer.
- Conduct work within the fish isolation area and within water control structures in a fashion that limits long duration or high intensity water turbidity
- Block the fish ladder
- Clear, grub and contour project pre and post-construction to meet design specifications.
- Provide detailed invoicing

#### **Monument SWCD will:**

- Provide project oversight, permitting, and project coordination

- Conduct fish salvage and isolation
- Monitor construction turbidity
- Coordinate cultural monitoring
- Source, supply and install all plantings and grass seeding
- Document and report project progress and completion
- Administer contract, process payment to contractor, and maintain administrative records

### **Project Background:**

In 2010 a diversion structure consisting of sheet pilings, a fish passage box, ODFW drum style fish screen and a headgate for irrigation was installed at the project location to service the water rights of two adjacent landowners. However, this structure has not held up well to high flow events which have exposed over three feet of the sheet pilings and caused moderate streambed erosion both above and below the structure. The placement of the fish passage box next to the headgate also creates a danger for juvenile fish which can be pulled into the headgate and through the fish screen causing them to swim in a "circle of death" as they try to navigate past the structure.

If measures are not taken to address the aforementioned problems, site conditions will continue to degrade and impede fish access to over 25 miles of crucial upstream habitat as well as compromise the landowner's ability to maintain irrigation water rights.

This project will implement design plans recently completed from OWEB Technical Assistance Grant 218-6037. These plans will involve blocking the fish ladder and reconstructing the creek channel so that the diversion can withstand a 100-year flood event and meet with ODFW fish passage requirements while still maintaining a surface water elevation sufficient to service the existing water rights.

### **Location**

This project is located at stream mile 12.75 on Cottonwood Creek, approx. 15 miles south of Monument in Grant County, OR. From Monument: Take Highway 402 south 3 miles to Courtrock Road. Continue on Courtrock/Cottonwood Rd for 12 miles. The project is located at 37796 Cottonwood Rd. Monument, OR 97864.

### **Work Elements**

#### **1. Mobilization/Demobilization**

Measurement for payment for mobilization/demobilization shall be on a lump sum all required basis. The amount of the bid for mobilization/demobilization shall not exceed 10 percent of the total bid price. Payment shall be made at the lump sum price stated in the Bid Schedule for "Mobilization/Demobilization." Seventy-five percent of the bid amount for mobilization/demobilization will be made on the first payment request and the remaining 25 percent of the bid amount will be paid on the final payment request.

#### **2. Water Control**

This is a lump sum all required bid item. There shall be no measurement of the Work for payment purposes. The Work shall include all ecology blocks, sandbags, dams, excavation, fill, fabric, plastic sheeting, bypass pipes, pumps, etc., necessary to isolate the work area, divert flow, dewater the work area, and control turbidity. Any costs for pumping water shall be included in this bid item. Payment shall be made at the lump sum price stated in the Bid Schedule for

"Water Control."

3. Clearing and Grubbing

Measurement for payment for clearing and grubbing shall be on a lump sum all required basis. There shall be no measurement of the Work for payment purposes. This item shall include removal and disposal of all unwanted items, such as concrete, iron, boards, pipe, fence material, etc., and organic matter, such as trees, roots, brush, etc. Payment shall be made at the lump sum price stated in the Bid Schedule for "Clearing and Grubbing."

4. Fish Ladder Block-off

Measurement for payment for fish ladder block-off shall be on a lump sum all required basis. There shall be no measurement of the Work for payment purposes. This item shall include all metal, measuring, and welding, etc., along with all labor, equipment, etc., required to block off the existing fish ladder as shown on the Drawings. Payment shall be made at the lump sum price stated in the Bid Schedule for "Fish Ladder Block-off."

5. Streambed Simulation Material, Large-Scale Roughness Boulders, and Boulder Matrix

Measurement for payment for installation of streambed simulation material, large-scale roughness boulders, and boulder matrix shall be on a lump sum all required basis. There shall be no measurement of the Work for payment purposes. These items shall include materials, labor, equipment, etc., necessary to install streambed simulation material, large-scale roughness boulders, and boulder matrix as shown on the Drawings and called for in the Technical Specifications. Payment shall be made at the lump sum price stated in the Bid Schedule for "Streambed Simulation Material," "Large-Scale Roughness Boulders," and "Boulder Matrix."

6. Grade Control Structure

Measurement for payment for grade control structures shall be on a per each basis for each structure listed in the Bid Schedule and shown on the Drawings. This item shall include all excavation/fill required for proper placement of each structure. Materials such as vane rocks, footer rocks, gravel, etc., shall be included. Payment shall be made at the unit price stated in the Bid Schedule for "Grade Control Structure."

## **GENERAL PROVISIONS**

1. All work shall conform to the requirements of the contract, bidding documents, plans, state and federal permits, special provisions, NRCS Specifications for Construction Contracts, and professional and industrial standards. Questions regarding the work should be directed to the Monument SWCD. The Contractor shall notify the District at least 24 hours prior to commencement of any contract related work.

2. Contractor shall have a set of construction plans and specifications available on site during all phases of construction.

3. Contractor shall obtain an Oregon Department of Forestry Operations Permit for activities related to implementation of this project prior to construction, and provide a copy of the permit to the District prior to construction.

4. No claim for extra work shall be considered or allowed unless such work is approved by the District, in writing prior to commencement of such work.

5. Provisions of the federal **Davis-Bacon Act and ORS 279C.805** Prevailing Rate of Wage Law apply to this Contract. Contractor employees will be paid at the greater of the two wage rates per these laws.

6. All work shall be performed in compliance with Local, State and Federal laws, regulations, and safety requirements.

7. All Equipment will be cleaned prior to entering the work site to remove all contaminants and weed material that may be present. All Equipment shall be kept clean and free of oil leaks. All leaks developed during construction, shall be repaired immediately. Equipment Operators shall be prepared to contain spilled fuel or oil to prevent entry into stream.

8. All disturbed ground shall be restored or reshaped to near original conditions prior to completion of the work. All restoration or reshaping shall be considered incidental to the job if not specifically identified in a contract bid item.

**9. Insurance Requirements:** During the term of any Contract which may result from the subject project, the Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this project, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State of Oregon. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided during this project, shall name the Monument SWCD and Landowner(s) as Additional Insureds, and shall be issued on an occurrence basis. The selected Contractor shall provide proof of insurance of not less than the amounts listed in the following schedules:

\$1,000,000 per Occurrence

\$2,000,000 Aggregate

As evidence of the insurance coverage required for this project, the selected Contractor shall furnish certificate(s) of insurance to the Monument SWCD prior to the beginning of the project. The certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. All insurance policies and coverage must be obtained from insurance companies or entities that are acceptable to the Monument SWCD and allowed to provide such insurance in the State of Oregon.

**10. Warranty of Work:** The selected Contractor will be required to warranty their work against any defects for a period of 12 months following completion of the all components contained in the resulting contract.

### **11. Performance and Payment Security**

When the Contract Price is \$100,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects) the Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price, and a separate payment bond also in a sum equal to the Contract Price. The bonds may be required if the Contract Price is less than the above thresholds, if required by the Contract Documents. Bonds must be from a surety company authorized to conduct business in Oregon.

**12. Taxpayer Identification Requirement:** Payment under this Agreement is contingent upon Contractor furnishing Monument SWCD with a signed and completed W-9 IRS tax form. Unless the Contractor already has a current W-9 form on file with the Monument SWCD, one should be provided to the office at the time of contract/requisition routing. Contractor shall cooperate with Monument SWCD in furnishing any additional information Monument SWCD may need to comply with rules and regulations of the Internal Revenue Service.

## **SPECIAL PROVISIONS**

### **Mobilization and Demobilization**

Contract work includes but is not limited to the following activities:

- Satisfying insurance requirement.
- Job startup.
- Delivery and removal of equipment to site.
- Maintenance and restoration of private access ways.
- Repair of incidental property damage due to construction activities.
- All required work not incidental to other bid items.

### **Site Clearing, Preparation, Environmental Protection and Cleanup**

Contract work includes but is not limited to the following activities:

- Any clearing or removal of vegetation to access the site.
- Any work necessary to prepare site for job.
- Any work necessary to comply with environmental permitting or requirements of law.
- Any work and materials related to work site isolation.
- Site cleanup and restoration of disturbed area to near original conditions.

**Equal Opportunity Employer:** Monument SWCD is an Equal Opportunity Employer, and is committed to achieving a workforce that represents the diversity of Oregon, and being a leader in providing fair and equal employment opportunity for all interested applicants and Employees.

### **Anticipated Contract Amendments:**

The contract may be amended as needed for additional work to meet the District's continued need for Services as described within the Scope of Work of this contract. The District will directly negotiate with Contractor to finalize the details and costs of the amendment(s).

### **Non-Discrimination Against Minority, Women or Emerging Small Business:**

All Proposers who submit a Proposal in response to this RFP certify that that the Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

The Monument SWCD is a non-taxing district that has received grant funds in order to conduct this project. The selected Contractor will be made aware of any specific billing requirements necessary for the Monument SWCD to acquire grant funded reimbursements. The District will review all invoices submitted by the selected Contractor and may ask for invoice modifications

in order to meet these requirements. Invoices may be submitted no more than once per month, and will be paid after reimbursement funds are received by the District from its funding entities.

**Request and Authorization Form  
To Release Information, Release of Liability/Claims,  
And Agreement to not Sue  
MSWCD219-6003**

**To Whom It May Concern:**

I the undersigned, have submitted a response to a Request for Proposal (RFP) to contract with Monument Soil & Water Conservation District (“District”). I request and authorize you to furnish to the District any and all information you may have regarding my services, including but not limited to, evaluations or assessments of my job performance and educational records.

I request and authorize you to provide the information requested or to participate in a phone or in-person interview with a representative of the District.

In consideration of your cooperation with this request, I hereby release you, and any and all other persons employed by or connected with your agency and/or organization from any and all liability and/or claims now or in the future arising from the furnishing of any information, including good faith expressions of opinion, to the District as requested. I further agree to hold harmless the District, you, or any and all other persons employed by or connected with your agency/organization as a result of the furnishing of any information, including good faith expressions of opinion, to the District.

I am aware and understand that the information and good faith opinions furnished to the District pursuant to this request will remain confidential with the District if requested by you, and will not be disclosed to me or to any other person, except as required by law.

Company Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

This agreement shall be effective upon the signature of all of the parties listed below.

***AGREED:***

**CONTRACTOR:**

\_\_\_\_\_  
Print Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PROJECT SPONSOR:**

\_\_\_\_\_  
Monument SWCD

\_\_\_\_\_  
Date