

**Contractor's Bid Package
FOR**

**Tepee Creek Low-Tech Process-Based Restoration (LTPBR)
Small Diameter Wood Sourcing and Transport**



April 1, 2022

Prepared By:

**Yakama Nation Fisheries - Klickitat Field Office
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Critical Dates:

Bid Submission Deadline:	April 15, 2022 – 12:00 pm
Tentative Award Selection:	April 18, 2022
Project Initiation (est):	May 15, 2022
Project Completion (est):	June 3, 2022

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ADVERTISEMENT FOR BIDS

**NOTICE IS HEREBY GIVEN that email bid proposals will be received by:
Yakima Klickitat Fisheries Project**

David Lindley, dlindley@ykfp.org

Email Subject: Tepee Creek Small Diameter Wood Sourcing and Transport

UNTIL:

12:00 P.M. Pacific Daylight Time on April 15, 2022

No proposals will be accepted after the above-stated time. Immediately following the above stated time, all firms who submit a proposal will receive email verification, and a summary of bid results.

I - GENERAL DESCRIPTION

The **YAKAMA NATION, OWNER**, is soliciting bids for the identification of suitable locations of logging slash (less than 1 year old) from previous timber harvest operations, loading and transport of 250 pieces of 8-10 inch diameter tree tops and sections, 15-20 feet in length, pieces shall have green needles and branches intact. Additionally, approx. 500 linear feet of the unnamed spur road off of the 191 Road (NE ¼ NE ¼ S32, T8N, R14E) that heads SE towards Tepee Creek will need to be graded and improved to allow truck passage and access. The overall project is designed to reconnect the floodplain and diversify instream habitat by adding structure to the active channel of Tepee Creek. To facilitate this work, approximately 250 pieces of trees will need to be transported to a landing (NW ¼ NW ¼ S33, T8N, R14E) located on an unnamed spur off Forest Road 191.

The Tepee Creek watershed lies within the Closed Area of the Yakama Reservation, approximately 20 miles east of Mount Adams. Tepee Creek is a tributary to White Creek flows into the Klickitat River at river mile 40. The project reach is located at river mile 2 on Tepee Creek, the landing is perched on a ridgeline above the project reach, wood pieces will be transported downhill from the landing to the project reach by ATV and trailer.

II - PROJECT BACKGROUND

The overall goal of restoration on Tepee Creek is to improve the quality and quantity of habitat for threatened steelhead by promoting sustainable fluvial processes that result in a healthy and resilient riverscape. Within this broad management goal, objectives for restoration include: 1) increase the abundance of beaver dams and large wood accumulations, 2) increase in-channel geomorphic diversity, 3) Increase the proportion of the valley bottom composed of active channel and active floodplain, 3) increase wetland and riparian vegetation extent, diversity, and abundance, and 5) increase perennial surface flow extent during low flow periods.

Low-Tech Process-Based Restoration methods will be utilized in Tepee Creek to achieve project goals and objectives. LTPBR practices use simple, cost-effective, hand-built structures that

mimic beaver dams (beaver dam analogs) and large wood accumulations (i.e., post-assisted log structures).

Project Goals

The overall goal of restoration on Tepee Creek is to promote natural fluvial processes that result in a healthy and resilient riverscape and increase habitat quantity, quality, and diversity for threatened steelhead. Within this broad management goal, preliminary restoration objectives include:

- increasing the frequency of overbank flows
- enhancing in-channel habitat conditions,
- increasing the duration of low flows,
- reducing active channel hydraulic severity, and
- improving shallow aquifer storage/recharge, and
- increasing valley bottom suitability for culturally significant plants.

III - CONTRACT OVERVIEW

To achieve the desired future conditions, structural elements are proposed to include Beaver Dam Analogues (BDAs), Post-Assisted Log Structures (PALS), and unsecured trees/wood accumulations. These structure types will be constructed using a variety of locally sourced material (from adjacent floodplains, hillslopes and forest management activities) and installed using manual labor that will result in minimal to no impact to existing riparian vegetation and habitat.

The wood needed to construct these small wood structures can be found in existing slash piles from previous harvest operations located within a 10 mile radius of the project site in Cedar Valley. Committee Actions have been approved for the donation of this material (Appendix B). The contractor will identify suitable sources for green slash 8-10" in diameter and 15-20 feet long and present them to YKFP personnel for approval, slash shall be less than a year old. The contractor will coordinate, as needed with Tribal and BIA Forestry. Slash piles will be left in the state they were found in at the onset of the project, and suitable for subsequent burning.

Activities to facilitate transport and hauling include: using heavy equipment to prepare approximately 500' of the spur road to the landing to facilitate dump and pick-up truck access, loading of green slash on trucks, transport of less than 10 miles to the landing off the 191 road, unloading of transported slash, and sorting of slash in rows (not piles). All activities shall utilize existing roads and skid trails.

The contract will consist of one component:

1. Transport of slash from contractor identified piles to the landing located at: NW ¼ NW ¼ S33, T8N, R14E, Lat. 46.139181°, Long. -121.070695°. Tree tops and pieces will be laid out along edges of spur road to facilitate YKFP movement of wood to streamside locations. This element is inclusive of preparing the access spur road and piling

disturbed slash piles to the same condition they were found in per specifications outlined in original harvest plans (timber sale).

Additional information can be found in Appendix A – Maps and Photos.

Awarding of the contract shall be based on a combination of price, equipment specified, project proposal and **CONTRACTOR** experience and background. The **OWNER** shall have the **SOLE** discretion and responsibility for choosing the responsive and responsible **CONTRACTOR**.

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IV - CONTRACTORS' RESPONSIBILITIES

The **CONTRACTOR** shall be responsible for performing their work in a timely, professional manner, shall abide by all applicable tribal, state, and federal guidelines that govern this project.

The **CONTRACTOR** is **solely responsible** for maintaining safe working conditions near his/her equipment and for the safe operation of his/her equipment. If at any time the **CONTRACTOR** or his/her operators determine that instructions given by the **OWNER** would create a potentially unsafe working condition or would jeopardize the equipment, the **OWNER** shall be **immediately** notified of the problem. The **OWNER** will then work with the **CONTRACTOR** to find an acceptable alternative method to complete the required task.

The **CONTRACTOR** shall assume full financial and legal responsibility for any damage caused by their machinery and/or crews including but not limited to the following:

- 1- Any equipment becoming stuck due to unstable ground or operator error.
- 2- Any equipment that is damaged due to unstable ground or operator error.
- 3- Any environmental damage due to hydraulic, lubricant or coolant leaks.
- 4- Any damage outside the project area to culverts, bridges, paved roads or other property caused during operations.

Payment

Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this work as specified. Payment will be made in accordance with Section XII.

V - CONSTRUCTION OVERSIGHT

The **OWNER** or **OWNER'S DESIGNEE** shall be available during all construction activities to provide the **CONTRACTOR** with information as required to carry out the **CONTRACT**.

Except as noted in SECTION VI - ACCESS, the **OWNER** shall have full authority to direct **ALL** work. The **OWNER** must preapprove any deviation from specifications or instructions.

VI – SPECIFICATIONS

The **CONTRACTOR** shall propose the major pieces of equipment that are required to complete the work specified. Work could be accomplished via some combination of log loader, dump truck, and dozer. The **CONTRACTOR** is responsible for assessing all other equipment needs and supplying such equipment.

The **CONTRACTOR** is responsible for providing experienced operators and all fuel and lubricants.

See EXHIBIT A for overview maps.

Industrial Fire Precaution Level (IFPL)

Work shall be conducted in accordance with the current IFPL level. The IFPL of this project is Zone 680. Current IFPL level shall be determined by calling 1-800-527-3305 and/or visiting the following website: <https://www.dnr.wa.gov/ifpl>

VII - ACCESS

Prior to initiating work the **CONTRACTOR** and the **OWNER** shall review all access routes within the project site. Once the **CONTRACTOR** approves the sites, he/she shall thereafter be **SOLELY** responsible for material delivery, access route preparation and restoration of the access routes. See Section IV – **CONTRACTORS' RESPONSIBILITY** for further requirements.

VIII - CONSTRUCTION SCHEDULE

The work can be initiated as soon as a contract is in place. It is anticipated that work will begin no later than May 15, 2022 and be completed by June 3, 2022.

The **CONTRACTOR** has one week from the date when the notice to proceed is received to mobilize and commence work.

IX - INSURANCE

EACH CONTRACTOR shall maintain insurance coverage at their cost from insurers and shall furnish certificates of insurance or self-insurance approved by the **OWNER**, giving evidence of such coverage to the **OWNER**, which satisfies the requirements as set forth in **APPENDIX D**.

X - BID SCHEDULE & SELECTION

SELECTION PROCESS

YKFP will award the Project contract to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. Provided that if there are multiple responsive low bids from responsible bidders, YKFP will give preference to and select the low bid received from:

- (1) A 100% Yakama owned business; or if there are no such bidders, then
- (2) A certified Indian owned business that is at least 51% Indian-owned; or if there are no such bidders, then
- (3) A non-Indian owned business.

The bidder to whom this contract is awarded must comply with Yakama Nation's Tribal Employment Rights Ordinance (TERO), including all applicable fees and Indian-preference subcontracting and hiring requirements.

Contract award shall be made to the qualified bidder (See conditions above) based on the lowest **responsive** and responsible bid for the **BID SCHEDULE**.

<https://yakamafish-nsn.gov/tepee-creek-low-tech-process-based-restoration-ltpbr-small-diameter-wood-sourcing-and-transport>

BIDDERS who wish to discuss the site in greater detail can contact YKFP staff (David Lindley (509-830-0034, dlindley@ykfp.org)). Relevant information discussed will be shared with all perspective BIDDERS.

Bids shall be considered **NON-RESPONSIVE** if they fail to provide satisfactory completeness of information requested in the Bid Schedule (Section XIII).

Qualified Contractor Bids on the Bid Schedule shall be received in hand no later than 12:00 P.M. Pacific Daylight Time on April 15, 2022. Bids may be emailed to dlindley@ykfp.org with the subject line: Tepee Creek Small Diameter Wood Sourcing and Transport.

- I. Immediately following the above stated time, all firms who submit a proposal will receive email verification, and a summary of bid results.
- II. Bid awards for the Bid Schedule shall be made no later than August 17, 2021.

PROSPECTIVE CONTRACTOR INQUIRIES

Prospective Contractors may request clarification concerning information contained in this **CONTRACTORS BID PACKAGE** by submitting a written statement or question to the **OWNER** via **E-mail (dlindley@vkfp.org) no later than 5:00 P.M. Pacific Daylight Time, April 8, 2022**. The statement/question shall be answered in writing by the **OWNER no later than 1:00 P.M. Pacific Daylight Time, April 11, 2022**. The **OWNER'S** response shall become an **ADDENDA** to this **BID PACKAGE** and also shall be sent by **E-mail** to all contractors of record that have requested a copy of this **CONTRACTOR'S BID PACKAGE**.

(Note: Prospective Contractors must provide their E-mail addresses to receive subsequent responses. Failure to receive any such ADDENDA(S) shall not relieve such Bidder of fulfilling the modifications contained therein). The Bidder shall be responsible to ascertain prior to submittal of a Bid Proposal that all addenda issued have been received, and are acknowledged on the Bid Schedule.

XI - ADDITIONAL CONDITIONS

In addition to all of the requirements stated herein, and the conditions contained in appendices, **EACH PROPOSED BID** shall also be governed by the additional conditions listed in **APPENDIX E**.

Davis Bacon wage provisions and the Tribal Employment Rights Ordinance apply to this contract.

XII - PAYMENT

Individual construction elements shall be paid on a **LUMP SUM** basis according to completion. Completed elements will be noted by the **CONTRACTOR** and submitted to the **OWNER** for verification. Bills may be submitted for payment once the **OWNER** has verified completion. Ten percent (10%) of the amount billed shall be retained until a **FINAL RELEASE** has been signed by the **CONTRACTOR** and delivered to the **OWNER** and all reclamation/restoration has been completed as outlined above.

XIII - BID SCHEDULE

REFERENCES – list references of individuals with whom you’ve contracted to perform comparable work in the past

- 1) Name: _____
Organization: _____
Phone Number: _____
Nature of work: _____

- 2) Name: _____
Organization: _____
Phone Number: _____
Nature of work: _____

MACHINERY – list proposed machinery and equipment to be used:

Machine #1

List the make & model _____

Machine #2

List the make & model _____

Machine #3

List the make & model _____

Machine #4

List the make & model _____

PROPOSAL - briefly describe project approach:

Element	Activity	Unit	Total
Small Diameter Wood Sourcing, Loading, Transport and Unnamed Spur Road Improvement	Identification of green slash locations, loading, transporting, unloading and layout into rows of tree tops along spur road. Improvement of ~500 linear feet of unnamed spur off 191 Road.	Lump sum	
	Grand Total		

All prices bid herein shall remain in effect through 10/30/2021.

CONTRACTOR shall be required to comply with the requirements as stated in the attached **CONTRACTOR'S BID PACKAGE**.

CONTRACTOR: _____

ADDRESS: _____

LICENSE NUMBER: _____

BY: _____

(Signature and Title)

DATE: _____

Phone No. _____ FAX No. _____ E-mail _____

APPENDIX A

MAPS/PHOTOS

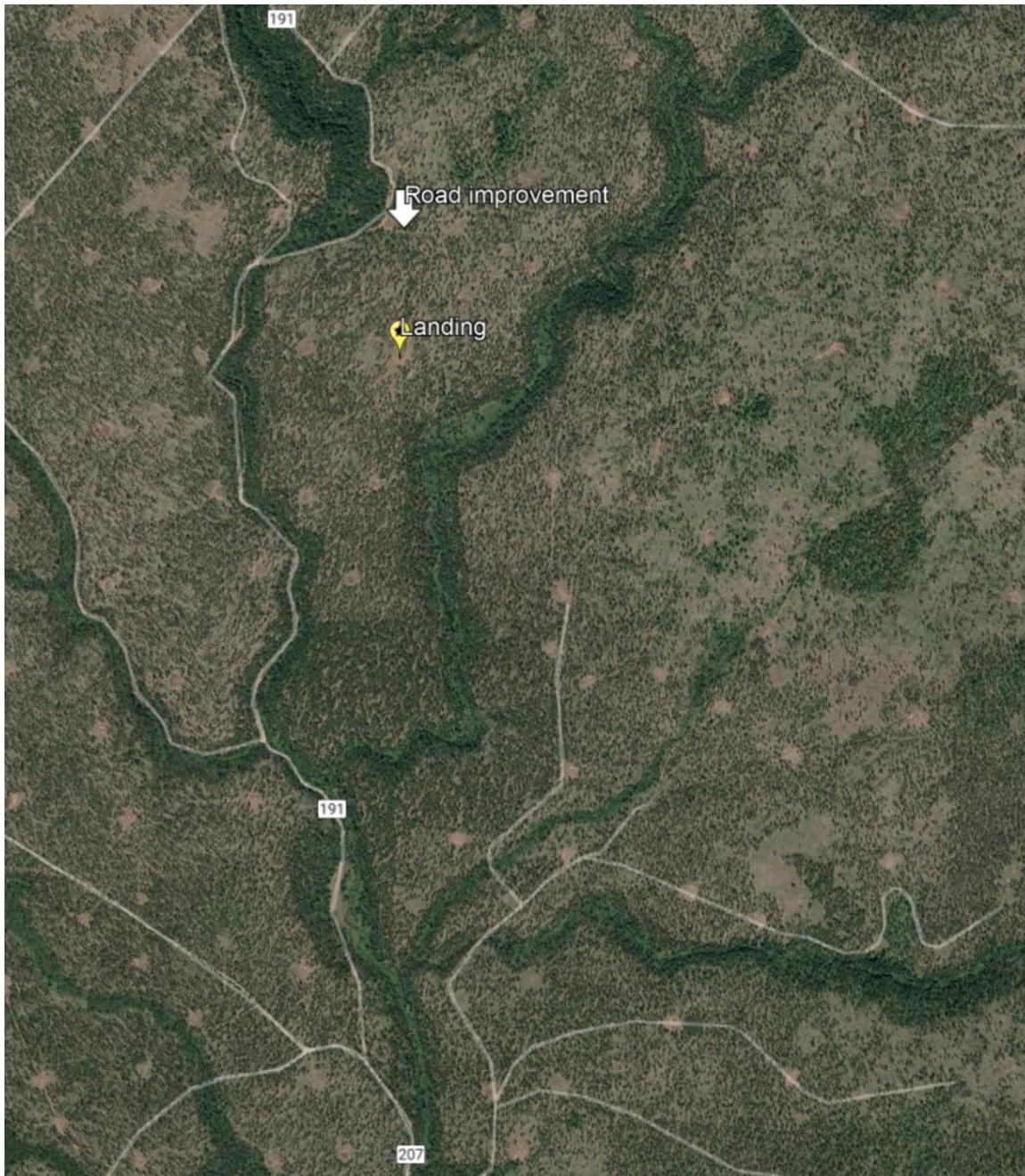


Figure 1. General vicinity map depicting location of landing and spur road off of the 191 Road, accessible from the 207 Road from the south.



Figure 2. Zoomed in view of unnamed spur, in need of improvement along approx. 500 linear feet and distance from 191 road to landing, approx. 0.5 miles.



Figure 3. View looking uphill of portion of unnamed spur that needs to be improved to allow truck access. Road runs straight down fall line of hill and erosion has caused large boulders to be exposed in the road bed



Figure 4. Possible alternative hill climb route that contours side hill.



Figure 5. Aerial view of project site (bottom left corner) and landing where wood will be staged (upper right corner).



Figure 6. Specified “green” slash and desired piece size (arrows).

APPENDIX B
COMMITTEE ACTIONS



Yakama Nation Tribal Council
 2. Fish and Wildlife Committee

FY 2022

OFFICIAL ACTION

DATE: March 15, 2022

TOPIC: YKFP – Southern Territories Habitat Project: Donation of logging slash and small-diameter wood

ACTION REQUESTED: YKFP-sponsored Southern Territories Habitat Project seeks approval of the donation of green slash and tops of trees (~250 pieces) generated from timber sale/forest harvest operations conducted in 2020/2021 and currently piled in slash piles at previous timber sales. Slash and tree tops will be utilized in Low-Tech Process-Based Restoration Projects (LTPBR) in the White Creek watershed in 2022 and 2023, to improve aquatic habitat conditions for ESA-listed Mid-Columbia Steelhead. YKFP staff will work with YN Tribal Forestry and Fuels Management, BIA, and Tribal logging contractors to identify suitable slash piles within close proximity of the Tepee Creek LTPBR site.

FORMAL ACTION TAKEN: Fish and Wildlife Committee has reviewed and approves donation of logging slash to YKFP. Refer to Timber, Grazing, and Overall Economic Development Committee as warranted.

MEMBERS		COMMITTEE ACTIVITY			
		Roll Call	Motion	Second	Vote
Gerald Lewis	Chairman	Absent			
George Meninick Sr.	Secretary				
Jeremy Takala	Member	Present		J.T.	FOR
Terry Heemsah Sr.	Member	Present	12/11		for
	Ex Officio				

DECISION: APPROVED DISAPPROVED TABLED

VOTE: TOTAL 3 FOR 2 AGAINST 0 ABSTAINED 0

OTHERS

PRESENT: _____

CERTIFICATION: *George R Meninick Sr.*
 FOR CHAIRMAN

COMMITTEE ACTION NUMBER: 167-2022-2

Distribution Copies: Original Committee File
 Committee Members
 Tribal Chairman
 Department/Program

APPENDIX C

Insurance Requirements and Other Documents Requiring Execution

1. Required Insurance: Contractor, at its sole cost and expense (including the cost of all deductibles), shall procure and maintain in force while performing services for Yakama Nation the following insurance:
 - a. Workers Compensation Insurance, covering applicable statutory benefits in the State where the work is being performed; Employer's Liability Insurance in an amount of not less than \$1,000,000 and (when applicable) the policy will be endorsed to cover benefits.
 - b. Commercial General Liability Insurance, on a per occurrence basis, endorsed to cover on the premises operations, products/completed operations, personal injury and the contractual indemnity obligations of this agreement with limits of not less than \$2,000,000 per occurrence.
 - c. Automobile Liability Insurance, including Liability insurance coverage for vehicles which may be used by Contractor in connection with this contract, with Limits of Liability of not less than \$1,000,000 per occurrence.
 - d. Should the Services supplied under this Agreement include waste disposal operations, Pollution or Environmental Impairment Liability Insurance, with limits of not less than \$1,000,000 per occurrence. Should Federal, State or local regulatory body require insurance with higher limits, then such requirements shall apply in lieu of the specified \$1,000,000 limits.

The Workers Compensation/Employers Liability Insurance Policy will be endorsed to waive all rights of subrogation against the Yakama Nation.

The aforesaid policies will be endorsed to provide the Yakama Nation thirty (30) days written notice prior to cancellation or reduction in coverage required by this agreement. The insurance policy shall be issued by insurance companies with a Bests rating of 'B' or better or equivalent and shall be subject to Buyer's approval, such approval not to be unreasonably withheld.

Contractor shall require all Subcontractors performing services under this contract to maintain in force insurance of the types and amounts specified herein.

Other Documents Requiring Execution: The bidder must comply with these conditions and must submit with his bid the following signed documents:

- a. Bond Costs: The costs or premiums for all bonds shall be paid by the Bidders.
- b. Insurance Certificates: Prior to the execution of the Contract, the Bidder shall furnish in a form satisfactory to the Yakama Nation Insurance Certificates covering the faithful performance of the Contract and the payment of all obligations arising thereunder.
- b. Power of Attorney: Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of the Power of Attorney

APPENDIX D

Additional Conditions

I. Tribal Employment Rights Ordinance (TERO)

Contractor shall not discriminate in the performance of this agreement against any person because of handicap, race, age, religion or gender. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their handicap, race, age, religion or gender.

Notwithstanding the above paragraph, contractor shall comply with the Yakama Nation Tribal Employment Rights Ordinance (TERO) and, to the extent feasible and consistent with the efficient performance of this agreement, shall provide employment and training opportunities to Indians that are not fully qualified to perform under this agreement. Further, contractor may be required to submit a TERO compliance plan. For specific details on TERO compliance, the bidder should contact the Yakama Nation TERO Director, P.O. Box 151, Toppenish, Washington, 98948 (Telephone 509-865-5121 ext. 479).

II. Davis Bacon Wages apply to this contract and will be provided for Yakima County.