Contractor's Bid Package

FOR

White Creek Phase 2 Restoration Project Wood Harvest

June 14, 2022

Prepared By:

Yakama Nation Fisheries - Klickitat Field Office P.O. Box 215 Klickitat, WA 98628 Phone: 509-369-3565 (office) 509-830-8005 (cell) E-mail: dlindley@ykfp.org

Critical Dates:

Pre-bid site walk-through Question Submission Deadline: Bid Submission Deadline: Public Opening: Tentative Award Selection: Project Initiation (est): Project Completion (est): June 28, 2024 – 10:00 am July 8, 2024 – 5:00 pm July 12, 2024 - 11:00 am July 12, 2024 - 11:15 am July 17, 2024 – 5:00 pm August 5, 2024 September 6, 2024

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ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bid proposals will be received by the Yakima/Klickitat Fisheries Project, Attn: Morgan Tynan, 401 Fort Road, P.O. Box 151, Toppenish, WA 98948, Phone: (509) 945-6083

UNTIL:

11:00 A.M. Pacific Daylight Time on July 12, 2024

No proposals will be accepted after the above-stated time. Immediately following the above stated time, the proposals will be publicly opened and read. Proposals should also be emailed to David Lindley, dlindley@ykfp.org

I - GENERAL DESCRIPTION

The **YAKAMA NATION**, **OWNER**, is soliciting bids for the collection of trees, road grading, log hauling, and landing preparation on YN lands. Restoration activities planned for fall 2024 will place the collected and staged logs with rootwads in White Creek. Trees with rootwads intact will be collected and staged at four landings on the canyon rim above White Creek.

The contract will consist of three main components:

- 1. <u>Wood Collection</u> Lump sum bid for the collection and stockpiling of 260 trees from four specified collection areas to adjacent landing sites.
- 2. <u>Road grading/brushing</u> Lump sum bid for the grading/blading of access roads to harvest units to allow for vehicle access and log truck access at two (Twin Buttes 3 & 4).
- 3. <u>Log Hauling</u> Lump sum bid to haul 100 logs with rootwads from Draper Springs in Glenwood, WA to Twin Buttes 3 & 4 landings.

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

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

<u>Wood (Collection)</u>: The trees are provided by the **OWNER** at sites identified in Appendix A (Figures 4-10). A total of 260 trees are currently marked for collection. See Section V – **SPECIFICATIONS** for additional requirements. Trees will be decked within the landing/sorting site located near each harvest unit. Access routes to landing sites are denoted with 4 orange paint marks on trees, the boundary of the unit is flagged in pink and black striped ribbon, trees are marked with a blue slash mark and orange ribbon is flagged to each tree along a skid trail. The **OWNER** shall inspect log decks and landing layout prior to the **CONTRACTOR** completing a landing and moving to the next.

<u>Road Grading/brushing:</u> The landings are located off of three major spur roads, which need some minor maintenance to improve vehicular access, 244, 203 and an unnamed spur west of the 175-rd. north of Brush Creek. These roads are currently passable by a pick-up truck, but downed trees, rocks and encroaching brush are common. The roads will be bladed and made passable for 4x4 pickups (all landings) and for log truck access on the 203 and unnamed spur. The **OWNER** shall inspect the road prior to the **CONTRACTOR** completing this task.

Log Hauling – Lump sum bid to haul 100 logs with rootwads from Draper Springs in Glenwood, WA to Twin Buttes 3 & 4 landings. Logs are small diameter (8-14"); logs were hauled to current stockpile location with a self-loader, in loads of 10-15 trees. The Summit Creek and 207 Road will need to be watered for dust abatement. The **OWNER** will request and provide the permit and location of withdrawal from YN Water Code.

II - 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, and shall implement all required permit conditions.

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.

III - CONSTRUCTION OVERSIGHT

The **OWNER** shall be available during construction and shall 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 <u>ALL</u> work. The OWNER must preapprove any deviation from specifications or instructions.

IV - MINIMUM EQUIPMENT & PERSONNEL REQUIREMENTS

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 track mounted excavator, log loader, dozer, and/or log skidder. Additionally, a self-loader log truck will be necessary to move logs from Glenwood to two landings. Equipment must be of suitable size and condition to harvest and transport trees over 28" in diameter and greater than 100' long. 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.

V - SPECIFICATIONS

Wood Collection

Wood to be collected are standing conifers to be harvested from the specified harvest units. Trees have been marked with a slash in blue paint. **There are currently a total of 260 trees marked.** All trees are marked with blue painted diagonal slashes on the bole and a butt mark. Some allowance will be made for trees to be harvested without a rootwad, but to the extent possible, all trees should be harvested with rootwad intact. At least 230 of the 260 individually marked trees will need to be harvested with a rootwad intact. It is desirable to leave as many limbs on the stem as possible. The stem will be grasped by the excavator/log loader and the rootwad will be shaken over the hole to knock soil loose. Holes from where the rootwads were pulled will be rehabilitated by reshaping the edges of the hole, rough-grading with material shaken from the rootwads, and covering with available limbs. Trees will be transported to stockpile locations. Skidding is permitted, although where practical it is preferable to lift trees clear of the ground to reduce ground disturbance. Skidding is limited to pre-designated skid trails marked in orange ribbon. Trees should be lifted and dropped to shake loose dirt and rocks from the rootwad. Trees over 26" in diameter may be bucked to 40' in length to assist skidding to the landing.

Trees will be grouped by size at the landing site, largest diameter on one side, loosely scaling to small diameter on opposite side. All trees will be laid out as single trees per example photo (Fig. 1). Trees with rootwads will be placed directly on the ground. Trees without a rootwad shall have a log placed underneath as a "bunk" to ease the placement of chokers during the helicopter transport portion of the project. Landings will need to be prepped by clearing and grubbing to remove vegetation so that a clear opening is created for stockpiling trees.



Figure 1. Example of landing preparation with stockpiled logs set out individually.

Road grading

The unnamed spur road that loops to the west of the 203 road towards Twin Buttes Landing 3 and continues north along the eastern rim of White Creek and the southern rim of Brush Creek (see Fig. 4) shall be bladed and brushed so that it is in good drivable condition. Additionally, the unnamed spur to the north of Brush Creek, west from the 175 rd, should be lightly graded to improve driving conditions.

Log Hauling

Approximately 100 logs currently stockpiled at Mt Adams Resource Stewards (MARS) log yard at Draper Springs (46.020968, -121.335597, Glenwood, WA (Fig. 2)) will be hauled to landings Twin Buttes 3 & 4 via the Klickitat River Road and Summit Creek. Logs have rootwads intact and are 8-14" in diameter (Fig. 3). Haul distances are 30-32 miles. The Summit Creek and 207 Road will need to be watered for dust abatement. The **OWNER** will request and provide the permit and location of withdrawal from YN Water Code.



Figure 2. Aerial view of log Stockpile at Draper Springs in Glenwood.



Figure 3. Log Stockpile at Draper Springs in Glenwood.

Clearing and Grubbing

CONTRACTOR shall clear, grub, and clean up landing/stockpiling areas in preparation of placing tree stockpiles. **CONTRACTOR** shall not disturb trees or shrubs in the vicinity of the project where such disturbance is not required to construct the project. "Clearing" means removing and disposing of all unwanted material from the surface such as trees, brush, and other natural material. Grubbing" means removing and disposing of all unwanted removing and disposing disp

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: <u>http://fortress.wa.gov/dnr/ifpl/IFPL.aspx</u>

IFPL levels and what they mean:

- Level I: Closed Fire Season fire equipment and firewatch service is required.
- Level II: Partial Hootowl limits certain activities to between the hours of 8 p.m. and 1 p.m.
- Level III: Partial Shutdown prohibits some activities altogether and limits other activities between the hours of 8 p.m. and 1 p.m.
- Level IV: General Shutdown All operations prohibited.

Operation: Power Saws				
Precaution Level I. Closed Season	<u>Landing</u> Fire Watch	<u>Tractor/Skidder</u> Fire Watch	Other Woods Saws Fire Watch	
II. Partial Hootowl	Fire Watch	Hootowl	Hootowl	
III. Partial Shutdown	Hootowl	Hootowl	Prohibited	
IV. General Shutdown	Prohibited	Prohibited	Prohibited	

Operation: Yarding					
Precaution Level	Tractor/skidder	Cable ¹ (gravity systems)	Cable (other systems)		
I. Closed Season	Fire Watch	Fire Watch	Fire Watch		
II. Partial Hootowl	Fire Watch	Hootowl	Hootowl		
III. Partial Shutdown	Hootowl	Hootowl	Prohibited		
IV. General Shutdown	Prohibited	Prohibited	Prohibited		
¹ Includes approved motorized carriages					

Other Operations				
Precaution Level	Loading	Blasting	Welding	
I. Closed Season	Fire Watch	Fire Watch	Fire Watch	
II. Partial Hootowl	Fire Watch	Hootowl	Hootowl	
III. Partial Shutdown	Hootowl	Hootowl	Hootowl	
IV. General Shutdown	Prohibited	Prohibited	Prohibited	

The purpose of the firewatch is to stay after the day's work is over and report any fire starts to the proper authorities. The firewatch is required to be on duty after the last power-driven equipment used by the operator has been shut down for the day. The firewatch must be on duty a minimum of one hour. During periods of high fire danger, the firewatch must be on the operation site more than the mandated one hour.

A firewatch must:

- Visually observe all parts of the operation area on which industrial activity has been in progress,
- Be physically capable of fighting a fire and experienced in operating fire-fighting equipment,
- Have on-site communication (e.g. CB radio) to summon in the event a fire breaks out,

• Transportation available in case radio or phone communication doesn't work.

VI - ACCESS

Prior to initiating work the **CONTRACTOR** and the **OWNER** shall review all access routes. 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 II – **CONTRACTORS' RESPONSIBILITY** for further requirements.

VII - 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 August 5, 2024, and end by September 5, 2024.

<u>Time of Completion – Responsibility of Contractor</u>

Because of the limited "Fish Window" and impending inclement weather, time is of the essence in successfully completing this project. The collection of wood is the first phase of this project which will be followed immediately after by the placement of wood via helicopter. Therefore, the collection of the wood, log hauling, road clearing, and landing preparation needs to be completed no later the first week in September.

The **CONTRACTOR** has two weeks from the date when the notice to proceed is received to begin collection and stockpiling of materials.

VIII - INSURANCE

EACH CONTRACTOR shall maintain insurance coverage at their cost from insurers acceptable the OWNER 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.

IX - BID SCHEDULE & SELECTION

SELECTION PROCESS

The award of this contract is based in part on the **CONTRACTOR'S** experience, background and ability to successfully complete this project. Each **BIDDER** shall provide references and/or other information related to their **PROPOSED BID** that demonstrates their past performance record harvesting and transporting trees and performing routine road clearing/preparation. The **OWNER** shall evaluate the qualifications of bidders.

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

It is encouraged that all prospective BIDDERS attend a YKFP led walkthrough on 6/28/24 at 10 am. See the map for meeting location in Figure 5, and please call to confirm location if you have any questions about reaching the meeting location.

Bids shall be considered **NON-RESPONSIVE** if they fail to provide satisfactory completeness as described herein.

I. Qualified Contractor Bids on the Bid Schedule shall be received in hand <u>no later than</u> <u>11:00 A.M. Pacific Daylight Time on July 12, 2024.</u> Bids may be mailed to:

Yakama Nation Fish and Wildlife Yakima/Klickitat Fisheries Project Attn: Morgan Tynan 401 Fort Road P.O. Box 151 Toppenish, WA 98948 Phone: (509) 945-6083

OR

if the bid is delivered by hand, it shall be given to Morgan Tynan at the above address.

The Bid shall be contained in a SEALED envelope containing the **CONTRACTOR'S NAME & ADDRESS** and following words on the outside of the envelope:

White Creek Phase 2

II. Proposals should also be emailed to David Lindley, dlindley@ykfp.org

III. Public Bid Openings shall begin at 11:00 A.M. Pacific Daylight Time on July 12, 2024 at:

Yakama Nation Fish and Wildlife Yakima/Klickitat Fisheries Project 4690 WA-22 Toppenish, WA 98948

III. Bid awards for the Bid Schedule shall be made no later than 5:00 P.M. Pacific Daylight Time on July 17, 2024.

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 representative via E-mail (<u>dlindley@ykfp.org</u>) no later than 5:00 P.M. Pacific Time, July 8, 2024. The statement/question shall be answered in writing by the OWNER no later than 1:00 P.M. Pacific Time, July 10, 2024. 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 any possible response. Failure to receive any such ADDENDA(S) shall not relieve such Bidder of fulfilling the contract 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(s).

X - ADDITIONAL CONDITIONS

In addition to all of the requirements stated herein, and the conditions contained in APPENDIX 1, **EACH PROPOSED BID** shall also be governed by the additional conditions listed in **APPENDIX E**.

XI - 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.

XII - BID SCHEDULE

<u>REFERENCES</u> – 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	<u>- list proposed machinery and equipment to be used:</u>
Machine #1	
List the make & n	nodel
Machine #2	
List the make & n	nodel

Machine #3 List the make & model

Machine #4 List the make & model

Machine #5 List the make & model

<u>PROPOSAL</u> - briefly describe project approach:

Element	Activity	Unit	Total
Mobilization	all costs to move workers and machines to the intital		
	site and subsequent moves to adjacent sites	Lump sum	
Wood Collection	260 Standing trees collected from OWNER identified		
	locations and delivery of trees to stockpile areas with		
	rootwads intact	Lump sum	
Road Grading/brushing	Grading and brushing of spur roads	Lump sum	
Log Hauling	load, haul and unload ~100 trees from Glenwood, Wa to	Lump sum	
	two identified landings		
	Grand Total		

All prices bid herein shall remain in effect through ______.

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

CONTRACTOR: _____

ADDRESS:

LICENSE NUMBER:_____

BY: ${(\text{Signature and Ti})}$	tle)	D	ATE:
Phone No	FAX No	E-mail	

APPENDIX A

MAPS & PHOTOS



Figure 4: Log landing sites.



Figure 5: Site visit meeting location, off 207 Rd.



Figure 6: Oak Hill 1 landing, wood should be stockpiled around existing slash pile and brush and young trees cleared to make wood easily accessible.



Figure 7. Oak Hill 2 landing, brush shall be cleared and opening created to stockpile wood.



Figure 8: Twin Buttes 3 landing, wood to be arranged around existing slash pile.



Figure 9. Twin Buttes 4 landing, wood to be arranged upslope of road in opening.



Figure 10. Example of what landings should look like when completed.

APPENDIX B

WORK DESCRIPTION

Marking: All trees have been marked in blue paint with diagonal slashes.

<u>Roads</u>: All spur roads used for accessing landing sites are marked with 4 orange dots on trees at key turns and flagged with orange flagging.

Landing Sites: All landing sites are flagged with orange ribbons and the outer boundary of the cut unit is flagged with pink and black flagging. There are four designated landings for the project area.

<u>Skid Trails</u>: All skid trails are delineated with orange ribbon.

Table 1: Proposed Harvest by Landing and Tree Size Class (Diameter at Breast Height)

Landing	Stream Treatment Sites	Number of Trees	Size			
			14	14-20"	20-26"	26"+
Oak Hill 1	26-29	35	5	18	6	6
Oak Hill 2	22-25	35	5	18	6	6
Twin Buttes 3	12-21	90	16	32	22	20
Twin Buttes 4	1-11	100	14	32	26	28
Total		260	40	100	60	60

Landing Locations

Oak Hill 1 - 46.109862, -121.078435

Oak Hill 2 - 46.095649, -121.095994

Twin Buttes 3 - 46.090086, -121.086484

<u>Twin Buttes 4 -</u> 46.069606, -121.092285

APPENDIX C

	Glossary of Terms
CONTRACTOR	Contractor to be selected for the performance of work under this Bid Package.
Contractor Responsibilities	See Section II of this Contractor's Bid Package.
Equipment Requirements	See Section IV of this Contractor's Bid Package.
Fish Window	The in-water work window specified under "Timing Limitations" in the YN Hydraulic Project Approval, shall apply.
Mobilization	Arrival of all equipment and personnel at work site in working order.
OWNER	Yakama Nation
Permits	Tribal permits that list conditions under which the work can be performed. These include, but are not necessarily limited to, the permits identified in Appendix F.
Personnel Requirements	See Section IV of this Contractor's Bid Package.

APPENDIX D

Insurance Requirements and Other Documents Requiring Execution

- 1. <u>Required Insurance:</u> 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.

- 2. <u>Other Documents Requiring Execution</u>: The bidder must comply with these conditions and must submit with his bid the following signed documents:
 - a. Bid Bond: Each Bid shall be accompanied by a Bid security, cashier's check, money order, or surety bid bond, in the amount of not less than five percent (5%) of the total bid based on extensions of estimated per unit costs, added to lump sum portions of the bid. Surety companies executing Bid Bonds must appear on the U.S. Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington. Checks shall be payable to the Yakama Nation.
 - b. Bond Costs: The costs or premiums for all bonds shall be paid by the Bidders.
 - c. 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.
 - d. 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 E

Additional Conditions

I. Tribal Employment Rights Ordinance (TERO)

The contractor shall not discriminate in the performance of this agreement against any person because of handicap, race, age, religion or gender. The 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, the 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).

APPENDIX F

<u>Permits</u>

<u>Permit List</u>

Local, State, and Federal permits that govern the performance of the work include but are not necessarily limited to the following:

NOAA Fisheries/USFWS	HIP IV Project Notification Form
Sec 106	In-Progress; work will not proceed until completed.
NEPA	In-Progress; work will not proceed until completed.

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