The Clark Fork Coalition (CFC) would like to invite you to submit a REQUEST FOR PROPOSALS (RFP) to provide project costs for road decommissioning, culvert removal, and stream reconstruction work in the Granite Creek drainage near Lolo Pass. A contract will be awarded based on contractor’s access to specified equipment, past performance, key personnel, training and experience, and lowest and/or best bid. All wages are to be paid as Montana Prevailing Wage. The bid is Time and Materials based.

CFC has partnered with the Lolo National Forest (LNF) to treat roads on Forest Service lands in the Granite Creek watershed (MT). The purpose of the project is to reduce road-generated erosion and improve watershed conditions including fish passage in the Upper Lolo total maximum daily load (TMDL) area. For the purposes of this RFP, approximately 9 miles of road will be treated in the following legal descriptions: Granite Creek T11N R24W, Sections 1, 3, 7, 12, 15, 27.

With this RFP, submit a written, detailed proposal on your costs to mobilize equipment and perform specific re-contouring activities. The proposal should include at a minimum:

- Equipment provided and qualifications of personnel conducting equipment operation
- List of relevant past performance and appropriate references
- Completed Schedule of Items (see Attachment A)

Completed proposals will be due via email to Jed Whiteley, jed@clarkfork.org by midnight MDT on March 13th, 2018. Please see the enclosed materials for more guidance on proposal requirements. A mandatory bidders conference call will take place on March 5th at 2pm. Dial 641-715-3680, to join enter 1075911#.

Please contact me via email or by phone with any questions. Thank you in advance for your time and interest.

Regards,

Jed Whiteley
Clark Fork Coalition
406-531-0256
jed@clarkfork.org
CC: Dustin Walters, Lolo National Forest
SCOPE OF WORK

The contractor awarded this contract will be responsible for decommissioning approximately 9 miles of road in the Granite Creek drainage, removing and disposing all culverts, reestablishing natural stream characteristics at all stream crossings, and carrying out other actions as directed to fulfill the project objectives. There are 9 stream crossing culverts, with the potential for numerous ditch-drain culverts.

The contract will require furnishing all labor, equipment, supervision, transportation, operating supplies and incidentals necessary to complete the work as directed. All work must be completed by October 12th, 2018 and instream work can only be completed between July 15th and August 31st.

The project objectives are:

- Reduce sediment transport from road surfaces into streams
- Reestablish natural stream characteristics at road crossings
- Restore soil productivity and watershed function
- Improve water quality and fish and wildlife habitat
- Improve fish passage

The contractor will perform the following tasks to help achieve the project objectives:

Work. Treat roadways by recontouring the roadbed, removing all road infrastructure including gates, cross drains, stream and cross-drain culverts, restoring stream crossings and drainage facilities to their original hydrologic function; installing gradient control structures (includes LWD jams and boulder structures) in stream channels; removing fill from streams and floodplains, scattering slash material where available, furnishing and applying mulch, and applying furnished seed. Shrubs and small trees that are removed from road surfaces or fill slopes during recontouring should be immediately replanted by the excavator if the majority of the root mass can be salvaged. All material designated for removal becomes property of the Contractor, and must be removed from national forest lands.

Performance Begin work at the road end or designated start work location, and progress out towards the entrance. Roads may need to be “opened” first as they will be partially closed with downfall trees, may be grown in with vegetation, or road prism may need to be re-established across a wash out or failing bridge.

MOBILIZATION

This work consists of moving personnel, equipment, material, and incidentals to the project and performing all work necessary before beginning work at the project site; obtaining transportation permits, and insurance. This work also includes equipment washing in accordance with Construction Requirement 1D.
Construction Requirements

1A. Pre-work Conference. Prior to commencement of work, the Project Manager will arrange a meeting with the CONTRACTOR to discuss the contract terms and work performance requirements. Work progress schedule and fire prevention and suppression plans shall be developed and established in writing.

1B. Indemnification and Insurance. Contractor must provide copies of proof of insurance and license before work can commence.

CONTRACTOR shall indemnify and hold harmless CFC, Lolo National Forest and its agents, principals, and employees from and against all claims, damages, losses, demands, judgments, and costs of suit, defense expenses, and attorneys' fees to the extent arising out of or resulting from CONTRACTOR's or its subcontractor's:

a. negligent acts or omissions or willful misconduct;

b. failure to comply with the requirements of this Agreement; or

c. failure to comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be done under this Agreement.

Before beginning work CONTRACTOR shall procure the following types of insurance and shall maintain the insurance throughout the term of the project. CFC and Lolo National Forest shall be named as additional insured for general liability and autoliability.

a. Montana workers’ compensation coverage or an approved exemption from such coverage; and

b. Comprehensive general liability insurance for bodily injury, death or loss, or damage to property of third persons or other liability due to the negligent acts or omissions of CONTRACTOR in the minimum amount of $1,000,000 per occurrence and $2,000,000 in the aggregate for each policy year; and

c. CONTRACTOR shall ensure that any vehicle used in the performance of this project by CONTRACTOR, its employees, or any subcontractor is covered for the performance of this project by liability insurance for at least Combined Single of not less than $1,000,000.

1C. Wages and Hiring. BIDDERS on this work shall be required to comply with Title 40 CFR 33.240 and Executive Order 12138 and Housing Community Development Act (P.O. 93-393). The requirements for BIDDERS and CONTRACTORS, under this regulation and Executive Order,
concerns utilization of Disadvantaged Business Enterprises (DBE), consisting of Minority Business Enterprise (MBE), Women’s Business Enterprises (WBE), Small Business (SB) and Labor Surplus Area Business (LSAB). The CONTRACTOR(s) is required to be an Equal Opportunity Employer. All onsite employees’ wages for this project are to be paid under Montana Prevailing Wage. The project area is 38 miles from the Missoula courthouse. No overtime pay will be paid by CFC.

1D. Equipment Cleaning. Contractor shall wash the sides, tops, and undercarriages of all construction equipment. Remove all seeds, plants, plant fragments, dirt, and debris from the construction equipment. Only equipment inspected by the Forest Service will be allowed to operate within the project area. All subsequent move-ins of equipment to the project area will be treated in the same manner as the initial move-in. This requirement does not apply to cars, pickup trucks, and other vehicles that regularly travel between the construction site and areas off the National Forest.

Equipment will be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment, components or the need for specialized inspection tools is not required.

Equipment that may enter the stream channel, will also be cleaned of petroleum/hydraulic fluids and other debris prior to entry into the water. A hazardous spill plan and kit will be reviewed and approved as part of the machinery inspection.

Notify the CFC Project Manager in writing at least 72 hours before moving any construction equipment onto the national forest. Notification will include an agreed upon location where the equipment will be available for inspection by the Forest Service. Inspection will be required for every new equipment entry. Subsequent cleanings necessitated by the Contractor’s actions but not directed by the CFC Project Manager will not be included in the measurement for payment.

New infestations of noxious weeds of concern to Forest Service and identified by either Contractor or Forest Service, in the Project Area will be promptly reported to the other party. Contractor and Forest Service will agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.

1E. Protection of existing vegetation, structures, equipment, utilities, and improvements.

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Project Manager.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and
(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.

The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Project Manager may have the necessary work performed and charge the cost to the Contractor.

**1F. Fire.** The Contractor shall immediately extinguish all fires on or in the vicinity of the project which are caused by Contractor's employees. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with:

- One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating.
- One - shovel, round point #0 lady or equal.
- One - ax, 2 pounds or over, 26-inch minimum length, or one pulaski.
- One - water container (at least 1-gallon capacity), not required with stationary equipment.

**Fire Plan.** Prior to initiating work on the contract area, during the closed fire season period, a fire prevention and suppression plan will usually be prepared. The Contractor and CFC will jointly prepare this plan. The plan shall include a detailed list of workers and equipment at the Contractor’s disposal for implementing the plan. The fire plan shall also specify additional measures and/or special requirements, such as Hoot Owl restrictions, necessary during periods of critical fire weather conditions.

When Hoot Owl restrictions are invoked, the Forest Service may curtail or shut down all or portions of a Contractor’s operations. The following requirements may be imposed:

(i) All high fire risk operations could be terminated at 1300 local time.

**1G. Other provisions.** Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the drawings, indicated in the specifications, or designated on the ground. “Reasonably close conformity” is compliance with reasonable and customary manufacturing and construction tolerances.

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be
protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

**REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

This work consists of salvaging, removing, and disposing of culverts, gates, cross drains and other road infrastructure. The work shall also include construction slash if directed. Notify the Lolo National Forest Heritage program if any cultural resources are located during project implementation.

**Construction Requirements**

**2A. Salvaging Material.** Material designated for salvage shall be hauled to a location designated by the CFC Project Manager using hourly equipment rates. This includes dismantling and removal of forest gates.

**2B. Removing Material.** Material designated for removal shall be removed entirely from the roadbed.

**2C. Disposing of Material.** Material designated for removal becomes the property of the Contractor unless otherwise shown on the plans or designated by the CFC Project Manager. Dispose of all items off National Forest Lands in any legal manner. All disposal fees will be reimbursed with proof of receipt by CFC.

**2D. Clearing and Slash Treatment.** If not immediately scattered on the treated road surface, slash should be staged in piles off of the roadbed for use during treatment.

**Performance** Scatter slash evenly along the ripped or recontoured roadbed surface. Material generated does not need to be limbed and lopped.

**Treatment of Roadway.** Treat the roadway using the following methods, as specified in the CONTRACTOR Plans (Attachment C):

**3A. Method A**

**Full Road Recontour-Level 5.** First loosen the portion of roadbed that will be buried with recontoured material (including the inboard ditch) a **minimum depth of 18 inches** and a **maximum depth of 24 inches** to provide for precipitation infiltration. Recontour the road prism to match natural ground slope by placing road fill on the ripped roadbed (Attachment C). Leave the entire roadbed in an un-compacted condition. Do not place material outside the original roadway limits. Scatter available large and small woody debris and slash on the newly recontoured surface. Use the excavator bucket to scatter duff from adjacent hillside on the contoured slope to provide an additional seed source. Transplant a clump of shrubs/small trees from the fillslope or hillside onto the recontoured slope a minimum of every 75ft. Remove road fill at all draws and ephemeral drainages. Remove all culverts and treat channels as specified in the “Stream Channel Restoration” section below. Seed per specs in 6A.
3B. Method B

Full Road Recontour with Hiking Path-Level 5FP. Recontour the road in accordance with all of the requirements in Method 4A. After re-contouring the entire roadbed, construct a 24” wide foot pathway near the top of the cutslope. Avoid blocking the trail with woody debris.

4A. Stream Channel Restoration: There are an estimated 9 stream crossings with a range 50-1,100 yd$^3$ of fill to be removed. Remove all culverts and dispose in accordance with section 3C. Treat all drainages with defined channels in accordance with the following:

   a) Channel Restoration Performance

   Excavate the roadway fill in the existing draw to match the natural conditions of the draw above and below the stream crossing. Reestablish floodplains and natural channel width and depth while sloping fill slopes back to a minimum of 5:1. Excavate to the elevation of the original channel or the gradient of the pipe channel, whichever is lower. Slope the stream banks to match the original stream bank contours. Place excavated material outside the crossing limits on the decompacted road prism and contour the excavated material to match the adjacent slopes as (Shown in Attachment C). Be certain to remove enough fill adjacent to streams – this is the most common cause for post-treatment erosion. Leave the recontoured slopes in an un-compacted condition. Scatter large and small slash/woody debris, as available, and duff on the newly recontoured surface with stems perpendicular to the slope to control erosion.

   Install gradient control structures perpendicular to the stream flow as (Shown in Attachment C) and as directed by the Project Manager. Logs or rocks to be used for this purpose will be designated at or near the stream channel to be restored (the logs may require felling or bucking into the proper lengths). If an insufficient number of logs or rocks are available at a particular site, the Project Manager can designate additional logs or rocks outside the riparian area to meet the contract requirements. Seed per specs in 6A.

   b) Treatment of ephemeral drainages, without existing pipes

   Excavate the roadway fill in the existing draw to the width of the natural channel. Excavate to the elevation of the original channel. Dispose of excavation as described in the Stream Channel Restoration section. Leave the recontoured slopes in an un-compacted condition. Scatter slash/woody debris and duff over the newly recontoured area. Seed per specs in 6A.

5A. Preparing Seedbed: The soil surface should be left in a roughened condition favorable to the retention and germination of seed. Areas requiring revegetation will not be compacted with equipment.

6A. Revegetation: This work consists of mulching and seeding. Certified weed free straw mulch is to be applied at a rate of 1 ton per acre as directed by CFC Project Manager. Mulch will be furnished by the Contractor. The seed mix is Lolo Seed Mix D and will be broadcast at a rate of 25 lbs per acre over all disturbed areas. Seed will be furnished.
**Seed Mix D**: Relatively dry-moist to cool sites and cool-cold moist sites (NATIVE with short-lived, quick establishing introduced nurse species)

<table>
<thead>
<tr>
<th>Species</th>
<th>Pounds PLS per Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Ryegrass (I) <em>Lolium multiflorum</em></td>
<td>4</td>
</tr>
<tr>
<td>Mountain Brome (N) <em>Bromus marginatis (Bromar)</em></td>
<td>5</td>
</tr>
<tr>
<td>Blue Wildrye (N) <em>Elymus glaucus</em></td>
<td>4</td>
</tr>
<tr>
<td>Tufted Hairgrass (N) <em>Deschampsia caespitosa (Nortran)</em></td>
<td>2</td>
</tr>
<tr>
<td>Big Bluegrass (N) <em>Poa ampla (Sherman)</em></td>
<td>5</td>
</tr>
<tr>
<td>Slender Wheatgrass (N) <em>Elymus trachycaulus (Pryor)</em></td>
<td>5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>25</strong></td>
</tr>
</tbody>
</table>

Mid to Higher elevation sites that have a wide range of moisture and temperature conditions with shorter growing seasons.

Apply seed and mulch immediately after each 2,000 foot section of road has been treated, unless otherwise agreed by the CFC Project Manager. Straw mulch and seed applications shall be completed concurrently. Do not seed during windy weather or when the ground is excessively wet, frozen, snow covered, extremely dry, cloddy, hard pan, or is otherwise not friable. Straw mulch will be applied on sections specified by PM. Mulch procurement and delivery to staging area onsite to be paid for under Item 8 on the base bid form. Straw mulch and seed application will be paid under Item 7 (Laborer). Make sure that straw is staged when road prism is still in place.

Seed will be applied with approved hand-operated broadcast seeding equipment to be supplied by CONTRACTOR. Other methods may be considered if contractor can complete the revegetation work without recompacting recontoured roads with equipment.

**7A. QUALITY CONTROL**
Routine inspection by representatives from CFC and LNF will ensure that the project is performed in accordance with Forest Service standards, and that quality control measures are in place. No payments for work completed will be released until LNF representative signs off on completed work.

**8A. POLLUTION**
(a) All refuse, including garbage, rubbish, and solid or liquid wastes from the Contractor's operations, including camps, parking areas, and equipment maintenance areas, shall be stored and collected in a sanitary manner and disposed of in a State-approved sanitary landfill or as approved by the Project Manager.
(b) Equipment shall be fueled away from perennial and intermittent streams, scoured channels, or any other live water source.
Design and locate equipment repair shops, stationary refueling sites, or other facilities to minimize the potential and impacts of hazardous material spills on Government land.

Before beginning any work, submit a Hazardous Spill Plan. List actions to be taken in the event of a spill. Incorporate preventive measures to be taken, such as the location of mobile refueling facilities, storage and handling of hazardous materials, and similar information. Immediately notify the CO of all hazardous material spills. Provide a written narrative report form no later than 24 hours after the initial report and include the following:

- Description of the item spilled (including identity, quantity, manifest number, and other identifying information).
- Whether amount spilled is EPA or state reportable, and if so whether it was reported, and to whom.
- Exact time and location of spill including a description of the area involved.
- Containment procedures.
- Summary of any communications the Contractor had with news media, Federal, state and local regulatory agencies and officials, or Forest Service officials.
- Description of clean-up procedures employed or to be employed at the site including final disposition and disposal location of spill residue.

When available provide copies of all spill related clean up and closure documentation and correspondence from regulatory agencies.

The Contractor is solely responsible for all spills or leaks that occur during the performance of this contract. Clean up spills or leaks to the satisfaction of the LNF and in a manner that complies with Federal, state, and local laws and regulations.

**EQUIPMENT SPECIFICATIONS**

**Hydraulic Excavator.** Provide two track mounted hydraulic excavators, 1990 model year or newer, in good working condition. Bucket must be equipped with a hydraulic "thumb". It is anticipated that an excavator of a size capable of performing the excavation needs for the project, i.e. structure excavation, etc., will be of an adequate size to be acceptable. Provide an operator familiar with road decommissioning and stream restoration work.

Excavator specifications:

1. 48,000 – 50,000 lb. machine (CAT 320 or equivalent) – This is the approximate recommended, size of machine.
2. Thumb – Required for slash placement, shrub planting, culvert removal, etc.
Bulldozer. Dozer must be equivalent to a CAT D5.

All other onsite equipment, All equipment to be operated onsite must be free of all fluid leaks and must be weed-free at the time of mobilization. An inspection for weeds and plant material will be conducted by the Lolo NF before equipment is allowed onsite.

Qualifications
The following items MUST be included in the response to be considered responsive. Failure to include any of these items may result in a nonresponsive determination.

1. Year, make and model of excavators and dozer to be used for project and qualifications of personnel conducting excavator operation. Substitution of submitted operators will not be allowed unless their qualifications can be proven to be equal or greater than personnel they are replacing.
2. List of relevant past performance and appropriate references (Minimum 2)
3. Completed Schedule of Items (See Attachment A)

Proposal Submittal
It is the responsibility of each contractor to:

Follow the format required when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume CFC or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with CFC. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cost proposal, etc.

Submit your response on time. Note all the dates and times listed in the Project Timeline and within the document, and be sure to submit all required items on time. Late proposal responses are not accepted.

Contractors failing to comply with these instructions may be subject to point deductions. CFC may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this format, are difficult to understand, are difficult to read, or are missing any requested information.

Completed written proposals will be due to Jed Whiteley, jed@clarkfork.org, by midnight MDT on March 13, 2018. Review of proposals and notification of selected proposals will take place the following week. Proposals must bear the signature of a principal authorized to enter into a contract.

Project Timeline
The following schedule is subject to change. All parties will be notified by CFC of changes.
March 5, 2018 2:00pm (MST) Mandatory bidders conference call 641-715-3680, To join 1075911#

March 13, 2018 Bids due to jed@clarkfork.org by midnight MST.

March 14-20th, 2018 Bids are evaluated by CFC

March 21, 2018 Contract is awarded

June 15, 2018 Notice to proceed issued

July 15, 2016 Instream work window opens

September 1, 2016 Instream work window closes

Oct 12, 2018 Project must be finished and equipment demobilized

**Evaluation of Proposals**

All proposals will initially be classified as either “responsive” or “nonresponsive.” Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided, the submitted price is found to be excessive or inadequate as measured by criteria stated in this request, or the proposal is not within the plans and specifications described. If a proposal is found to be nonresponsive, it will not be considered further.

Selection and award will be based on the contractor's proposal. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by contractors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the contractor being disqualified from further consideration.

An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring contractor or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring contractor.

**Scoring Criteria:**

- Equipment provided and qualifications of personnel conducting excavator operation (*30 points*)
- List of relevant past performance for contractor and appropriate references (*30 points*)
- Completed Schedule of Items (See attachment A) (*40 points*)

The highest scoring contractor will be the prime contractor upon contract award, and shall be responsible, for all work of any subcontractors and equipment operators. All subcontractors, if
any, and operators of specific equipment along with their experience must be included in the proposal. CFC reserves the right to approve all subcontractors and equipment operators. The Contractor shall be responsible to CFC for the acts and omissions of all subcontractors, operators, or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and CFC.

Conditions to Bid Award

By submitting a proposal, contractors acknowledge that funding for all work performed pursuant to the Bid Award is contingent upon the timely approval and receipt of funds by CFC from all funding sources as well as the timely receipt of all necessary permits by the Lolo National Forest. CFC anticipates these conditions will be met before June 15th, 2018. However, CFC reserves the right to terminate the Bid Award if these conditions are not met within a reasonable time in order to complete all work within the Project Timeline.

Project Management

Jed Whiteley will serve as CFC Project Manager. All inquiries and issues will be addressed to the Project Manager. InRoads Consulting will provide additional project oversight and support. Dustin Walters of LNF will provide project oversight, final inspections and support.

Costs/Invoicing

The awarded contract will be on a not-to-exceed Time & Materials (T&M) basis and there is no guarantee that the full amount of the contract will be utilized. Invoices shall be submitted no more frequently than monthly, and will be paid within 45 days of submission.

Termination

If at any time work is deemed unsatisfactory, CFC reserves the right to release Contractor from the Project. In the event of such termination, the contractor shall be entitled to payment for all work performed on the Project prior to such termination.

Questions

All questions are to be submitted via phone or email directly to jed@clarkfork.org. The period to submit questions will be starting February 26th until 5pm MST on March 9th. All submitted questions will be answered in a timely manner and if any answers generated affect all bidders an addendum will be issued.

Attachments

Included as part of this RFP are the following item(s) for use in the preparation of the proposal:

A. Base Bid Form
B. Map of roads
C. Engineering plans/ specs