

INVITATION TO BID
BEAR CREEK LWD 2010
LARGE WOOD HAULING AND PLACEMENT

This is an invitation to bid on furnishing all equipment and labor to perform large wood hauling and placement and associated work for the Salmon Drift Creek Watershed Council, Neotsu, Oregon, beginning on August 6, 2010 and ending by August 31, 2010.

The location of the project is on Nestucca Tree Farm LLC c/o Hancock Forest Management on Bear Cr. in the Salmon River Basin. Township 7 South, Range 11 West, Section 2 & 11. From the town of Rose Lodge off of HWY 18 drive ~2.5 miles south on Bear creek road to a locked gate on the left. The project location is another 0.5 miles past the locked gate. We will meet contractors at the gate and lead them into the project site.

METHOD OF AWARD: Award will be made on an all-or-nothing basis.

IMPORTANT INFORMATION: Bidders are responsible for examining work localities and all terms of this Invitation to Bid. No consideration will be given to any claim resulting from bidding without comprehending all instructions, specification, and/or work conditions.

Further information is available from:

Salmon Drift Creek Watershed Council (SDCWC)

Corrina Chase
PO Box 112
Neotsu, OR 97364
541-996-3161

Oregon Department of Fish and Wildlife (ODFW)
(Technical Contact)
Jason Kirchner
541-265-8306 ext 264

ESTIMATES NOT BINDING: Any estimate or other information provided by SDCWC respecting the physical characteristics of the land, condition, or density of the area or areas to be treated under this contract is for information only and shall not be relied upon by any bidder. By submitting its bid, CONTRACTOR assumes all risk of personally investigating the site and the conditions relating to the performance of the contract. SDCWC neither represents nor warrants the accuracy of any estimate or information, and bidders agree to bear exclusive responsibility for, and to accept all risks associated with, their estimates of the reasonable costs of the performance of this contract.

All services shall be performed in the most highly professional manner, and in accordance with the utmost industry standards. Unless the means or methods of

performing a task are specified elsewhere in this contract, CONTRACTOR shall employ methods that are generally accepted and used by the industry.

Failure to meet the performance requirements of this contract shall constitute breach of contract.

A field review of this project will take place at Bear Creek on June 8, 2010 at 10am. Prospective contractors can meet with ODFW and SDCWC at the Otis café parking lot, located at the intersection of Highway 18 in Otis.

The SDCWC, by written notice to CONTRACTOR, may cancel the whole or any part of the contract:

- A. If CONTRACTOR fails to provide the services required by this contract within the time specified or fails to perform any other provision of this contract; and
- B. If CONTRACTOR, after receipt of written notice from the SDCWC, fails to correct such failures within the number of days specified in the written notice.

The rights and remedies of SDCWC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Offers:

Submit offers accompanied with a bid schedule with details including as hourly rates for equipment and operators, equipment specifications, and other factors that were used in determining your bid.

Also submit the attached Contractor Performance Evaluation Form (or another document that contains similar information).

Offers may be emailed to SDCWC at coordinator@salmondrift.org. Email is the preferred method, but you may also mail them to:

SDCWC
PO Box 112
Neotsu, OR 97364
541-996-3161

You may also drop them off by appointment (541-996-3161) at the old Taft Elementary School south of Lincoln City.

**Mark envelope “Bear Creek LWD Project” attn: Corrina Chase.
Offers must be received by noon on June 14 , 2010**

Insurance Requirements

(Form 1 – Broad Form)

(a) Before commencing Operations, Contractor, at its sole cost and expense, shall carry and maintain continuously throughout the term of this Agreement, a policy of commercial general liability insurance insuring against the following in amounts as set forth below: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); explosion; collapse; and underground damage if blasting or excavation is to be done; and automobile liability insurance covering owned, hired and non-owned vehicles (including the “pollution from autos endorsement,” ISO Form CA 99 48).

INSURANCE MINIMUM LIMITS

General Liability, Contractual and Completed Operations Coverage

Bodily Injury - **\$1,000,000** each occurrence

\$2,000,000 aggregate

Property Damage - **\$1,000,000** each occurrence

\$2,000,000 aggregate

Automobile Liability Coverage

Combined Single Limits of **\$1,000,000**

Broad Form B Logging Property Damage Coverage

With Limits of Not Less Than

\$1,000,000 each occurrence

All such policies of insurance shall name each of the Indemnified Parties as an “Additional Insured” (ISO Form 2026 1185 CG or equivalent) and contain a provision that the same shall not be canceled nor the coverage modified nor the limits changed without first giving at least thirty (30) days written notice thereof to Salmon Drift Creek Watershed Council (SDCWC). The aggregate insurance limits will be specific to this Permit. The coverages will be primary, exclusive of any coverage carried by the Indemnified Parties, and will be exhausted first notwithstanding that the Indemnified Parties may have other valid and collectible insurance covering the same risk. Nothing herein contained will limit the Contractor’s liability to the Indemnified Parties to the scope or the amount of the insurance coverage. Such policies of insurance shall be written by duly licensed insurance companies satisfactory to SDCWC in SDCWC’s sole and absolute discretion and certificates of insurance evidencing the coverage required shall be provided to SDCWC by personal delivery or mail, to the address set forth on the first page of this Agreement. All subcontractors and owners of vehicles or other equipment used in connection with the performance of this Permit or Contractor’s operations must also meet the same insurance requirements provided in this Exhibit, and Contractor is responsible to ensure that these requirements are met. Contractor will supply SDCWC with evidence of insurance indicating Contractor’s compliance with these insurance requirements (Acord 25-S or in such other form as SDCWC may deem acceptable), together with copies of all required endorsements. In the event Contractor

fails to supply SDCWC with such evidence within five (5) business days after receiving such request, SDCWC may immediately terminate this Permit without further action.

(b) Contractor shall also carry state or private industrial accident insurance covering Contractor and all its employees that must fully comply with State and Federal Employment and Workers' Compensation laws. Contractor's employer's liability insurance will cover Contractor and all of its employees and will have minimum limits of One Million Dollars (\$1,000,000) per occurrence. The premiums, deductibles and other costs for all insurance required under this Agreement shall be the obligation of and paid for by Contractor and/or its subcontractors.

PROJECT DESCRIPTION

This is a general project description for Bear Cr. large wood hauling and placement.

The project entails 12 sites where large wood jams will be created on over 1 mile of Bear creek on Nestucca Tree Farm LLC, c/o Hancock Forest Management. All of the large wood will come from the USFS forest lands or the log yard in Willamina. There may be a few loads of logs donated from other private landowners. Wood from the USFS lands will be pushed over with loader or excavator so that root wads are attached and then bucked to length requested by SDCWC representative. There will also be large USFS trees that will need to be felled by a tree faller and then bucked.

Wood will be stockpiled near the placement site by a self loading log truck. All access routes and log drops will be marked with pink flagging, changes to the access routes would need to have the approval of the SDCWC representative. The excavator will place all large wood as directed by the SDCWC representative. Equipment needed to implement the project would be a log loader with tongs or an excavator with a 360 degree articulating clamshell bucket, tree faller, self loading log truck, and skidder.

1. Equipment required for large wood placement: Log loader with tongs or excavator with a clamshell bucket and 360 degree articulating head capable of moving large wood (18"-36" diameter and 60' long some with root wads) from stockpiles to stream channels. Operator must have the ability to place wood between riparian trees without excessive damage to the riparian area.
2. Equipment required for log hauling: Self loading log truck capable of loading logs from 18" to 36" in diameter and up to 50' in length (some root wad logs). All large wood will be transported from the USFS lands or Willamina log yard to the project site on Bear Cr. There may be three loads of logs from a private landowner that will need to be hauled.
3. Self loading log truck will stockpile wood near project sites in preparation for placement by the excavator.
4. Skidder will be needed to skid logs to project sites and will also be used as a yarder to place wood into stream channel where loader cannot access. Block and long cable will be needed to stretch from roadway to creek.
5. The excavator/ log loader will place large and small wood at 12 sites in Bear Cr. as directed by the SDCWC representative.
6. 28 logs will come from the mill in Willamina. 45 cut logs (50'-60') and 12 root wad logs ($\geq 30'$) will come from the USFS lands.
6. Project shall start on August 6, 2010 and be completed by August 31, 2010.

7. The Salmon Drift Creek Watersheds Council shall provide a project administrator (ODFW Stream habitat biologist) to direct project activities.
8. SDCWC representative (ODFW Stream habitat biologist) must be on site to approve the completion of work.

SPECIAL CONTRACTOR CONSIDERATIONS

1. Once Contractor begins this project, contractor must work continuously on this project until it is completed.
2. It is important to schedule project work with the administrator from the SDCWC (ODFW Stream habitat biologist). Therefore special consideration will be given to those contractors who can start and complete this project and who can set a firm starting date with the administrator.
3. Contractor will follow direction from ODFW stream habitat biologist on all aspects of LWD placement into the channel.