

# Request for Qualifications and Bid: Lower Long Tom River Restoration Planning and Community Outreach Project



**Issued: September 20, 2016**

**By: Long Tom Watershed Council** (hereafter referred to as “LTWC” or “the Council”).

**Bids due: Monday October 10, 2016 at 5 p.m. at the Long Tom Watershed Council office.** Bids can be mailed, hand delivered, or emailed. Bids must meet requirements listed in section 5.0 below.

## **Questions and Bids shall be directed to:**

Jed Kaul, Long Tom Watershed Council

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## **1.0 Project Description and Background Information**

The lower Long Tom River between Fern Ridge Reservoir and the Willamette River has been intensively managed by the U.S. Army Corps of Engineers (USACE) since the completion of the Fern Ridge Dam and subsequent channelization of the river, both of which were implemented in the 1940s to reduce flooding of agricultural lands adjacent to the river. When the Long Tom River was channelized, its length was reduced from 36 to 23 miles and three low-head dams were installed to stabilize the channel. These dams are all now varying degrees of passage barriers to native fish such as ESA-listed upper Willamette River spring Chinook salmon, coastal cutthroat trout, and Pacific lamprey. Passage for juvenile spring Chinook salmon, which use the lower river for rearing habitat, is blocked at Monroe by the downstream-most of the three dams. The channelization of the river has significantly simplified instream habitat.

As vegetation has grown on the bed and banks of the channelized river and increased sedimentation, its conveyance capacity has decreased. Agricultural lands, infrastructure, and small communities are now at higher risk of flooding. To maintain conveyance of floodwaters in the river, the USACE has utilized a variety of techniques since channelization was complete. This work has included removal of vegetation, gravel bars, and islands, and armoring the banks of the river, all of which has exacerbated the degraded habitat conditions in and along the river.

With funding from the Oregon Watershed Enhancement Board and a private donor, LTWC is working closely with USACE to start the process of restoring fish passage and improving river and floodplain habitat along the river, while USACE develops a new plan for accomplishing their flood control and river channel maintenance objectives.

This first phase of work includes two major components:

- The modeling of floodplain inundation during high flows to inform restoration project opportunities and to identify flood-prone areas, and
- Community outreach to inform and gather input from local residents about the project, and the development of a restoration plan for the river.

The purpose of this RFQ is to recruit a consultant to implement the community outreach and restoration plan development component of the project. An engineering firm has been contracted to complete the floodplain inundation modeling component of the project – that work is underway. LTWC, USACE, and many cooperating private landowners are partners on this project. This Contract will be managed and paid for by the Council.

**If interested Consultants desire more background information, the Council will provide the Oregon Watershed Enhancement Board grant proposal for the project as well as the white paper authored by USACE – “Long Term on the Long Tom,” which explores lessons learned during the USACE relationship with the river and describes a new path forward for accomplishing flood control and habitat enhancement objectives. Please contact LTWC if you would like these documents.**

## **2.0 Scope of Work**

The Consultant will be responsible for the successful completion of the following deliverables:

- 2.1:** Coordination and facilitation of 6-8 project steering committee meetings
- 2.2:** Coordination and facilitation of approximately 3-4 public meetings
- 2.3:** Completion of Long Tom River Restoration Plan document that incorporates a Community Needs and Opportunities Analysis
- 2.4:** Completion of Community Needs and Opportunities Analysis document

### **2.1 Coordination and Facilitation of Project Steering Committee**

At the core of our Community Needs and Opportunities Analysis we envision meetings with a steering committee comprised of representatives of the different geographical regions and interest groups present in the project area. We anticipate a series of 6-8 steering committee meetings throughout the duration of the project (November 2016-December 2017). The Consultant will plan and facilitate steering committee meetings with oversight from LTWC staff and input and involvement from the engineering Consultant and USACE staff. Council staff will work with the consultant to recruit steering committee members, which will most likely include members from the following regions and interest groups:

- Two riverside landowners from each of three regions (upper, middle, and lower) of the project area, with at least one from each region being significantly engaged in agriculture.
- One representative from the City of Monroe Municipal Government.
- One representative from the Junction City Water Control District.
- One representative from both Lane and Benton County Governments, as appropriate.

### **2.2 Coordination and Facilitation of Public Meetings**

Following one steering committee meeting, the first of 3-4 public meetings will be held in Monroe to educate the community about the project. The first public meeting is already scheduled for November 29<sup>th</sup>, 2016. We understand this timeframe is ambitious and may be

untenable for some interested consultants. Please indicate the status of your availability for meeting this timeframe in your bid. While we would like to hold to this schedule, we could accommodate the right Consultant. The goal of the public meetings will be to inform citizens of the project and give them opportunities to provide feedback to the steering committee. With guidance from the steering committee, the Consultant and LTWC staff will work to develop specific objectives for each of the public meetings. All riverside landowners will be invited to each of the public meetings, and public notices will be posted inviting non-riverside citizens to the meetings.

### **2.3 Development of Long Tom River Restoration Plan document**

Incorporating feedback gathered from both the Steering Committee (2.1) and Public Meetings (2.2), the Consultant will develop a Long Tom River Restoration Plan. The plan will also incorporate hydrologic and floodplain analyses and restoration site potential information to be completed by LTWC staff and the engineering firm, and interpreted for layperson understanding by the Consultant. The Community Needs and Opportunities Analysis to be completed by the Consultant (2.4) will also be a major part of the Restoration Plan. The Plan will outline the steps for USACE and LTWC to take to improve fish passage at the three dams on the river, improve floodplain and river habitat (focused on re-connection of historic channel segments) and identify, inform, and guide more ecologically sound management and maintenance actions USACE can undertake to maintain the Long Tom River channel.

A major component of the restoration plan will be the pursuit of a fish passage enhancement solution at the Monroe drop structure. Work at this site has been prioritized, as it is the downstream-most passage barrier on the river, and some preliminary development work has already been completed by LTWC, USACE, and City of Monroe staff. This component of the project is complicated by the fact that the existing mill race and fish ladder, which are integrated into the USACE-owned dam, are privately owned. The owners of the fish ladder desire to be compensated in some manner for the transfer of ownership of the fish ladder to another entity. The fish ladder is located on two parcels in the heart of Monroe totaling 1+ acres. The owners desire to sell the properties and one acceptable vision to them is the parcels being transferred to the City of Monroe to be used as a city park. This is an exciting vision, but somewhat outside of the scope of typical habitat restoration projects that LTWC works on. The Consultant will lead an exploration and documentation of the opportunities most likely to be successful at the site, including acquisition of the fish ladder using funding from the Oregon Parks and Recreation Department's Local Government Grant program, which funds the purchase of property for use as public parks. Developing an understanding of the Monroe community's interests and vision for the site – which is a community gathering spot – during the public meeting component of the project will be vital.

### **2.4 Development of Community Needs and Opportunities Analysis document**

With input and some assistance from LTWC staff, and with input from the steering committee, the Consultant will develop a Community Needs & Opportunities Analysis as part of a broader Long Tom River Restoration Plan to learn about, outline, and propose solutions for the lower Long Tom community's concerns and ideas about the issues facing the river and the possible solutions to these problems. During the development of the plan, the consultant will investigate the implications to riverside landowners of the re-

introduction of upper Willamette River spring Chinook salmon to the river upstream of Monroe. One potential implication will be irrigation intake pump screening requirements. Currently screens are not required by ODFW upstream of Monroe since there are no anadromous species present. Other potential ramifications include riparian buffer requirements, herbicide application buffers, and floodplain removal/fill permitting. Developing a plan to educate and help landowners react to the results of this research will be an integral part of the Community Analysis and Restoration Plan. The Consultant will seek and incorporate key feedback and review from LTWC staff and the steering committee on the draft documents before finalizing them.

### **3.0 Contracting Process**

- Interested Consultants submit qualifications and bids meeting the requirements outlined in section 5.0 below by **October 10, 2016** at 5 p.m. to the Council.
- After reviewing qualifications and bids, Council will select a Consultant to implement the project by **October 19, 2016**.
- Selected Consultant completes project between November 2016 and December 2017.
- The Council will choose Consultants based on their previous experience with similar work, reports from previous clients, and the prices offered by the Consultant. The Council is an equal opportunity employer and will not discriminate against any Consultant because of race, color, religion, sex, or national origin.

### **4.0 Payments to Consultant**

The total funding available for the scope of work is \$20,000. Consultant can invoice Council monthly for work satisfactorily completed on the project in equal progress payments, minus a 25% hold-back to be paid after acceptance by LTWC of all project deliverables. Council will pay all invoices within 30 days of receipt.

### **5.0 Bid Requirements**

The Consultant will present the Council with a cover letter, statement of qualifications, and bid by 5 p.m. on Friday, October 10, 2016. At minimum, submitted materials must include the following items:

- A statement indicating the Consultant's understanding of the services requested to be performed as specified in the Scope of Work (section 2), and the proposed approach to provide these services.
- A brief summary of your organization, organizational structure, and a description of how the project would be managed to meet project requirements and timeline. Include a list of anticipated subcontractors that may be necessary to complete the work.
- Resume(s) that describe the qualification and experience of the individuals who will provide services to the Council in relation to the work described in section 2 (including subcontractors). Describe specifically the number of years of experience they have performing work similar to that needed by the Council and summarize their qualifications.
- A proposed timeline for the completion of the work described in section 2.
- A bid for completion of the scope of work within the project budget, broken down by the four components listed in section 2. The bid should include a fee schedule of hourly rates broken down by staff classifications proposed to work on the project.

These rates will be incorporated into the Contract signed by the Council and the Consultant and will be used for the duration of the contract. Also include a statement of reimbursable expenses (i.e. daily equipment usage rates) not included in hourly staff rates. Council will reimburse Consultant for travel at federal mileage rates, but will not pay for staff travel time.

- A list of clients with telephone numbers that may be contacted as references for projects completed that included similar tasks to those listed in section 2.0 of this RFQ. Please list no more than five references, and if possible list references for projects completed within the last five years.

## **6.0 Conditions**

The Consultant selected to implement the project shall abide by the following special conditions during implementation of the scope of work:

### **6.1 Consultant's Representative**

The Consultant shall designate a key staff person to be the Council's contact for the duration of the contract. The Consultant's point of contact shall check-in regularly by phone or in person with the Council Project Manager, or his/her designee.

### **6.2 Consultant Furnished Items**

The Consultant shall furnish all labor, equipment, and large-format (larger than 11"x17") printed materials necessary for completion of the project. The Council will provide small-format printing services and cover all mailing costs. List any reimbursables in the bid, including equipment and travel.

**6.3 Insurance.** Consultant shall maintain in force for the duration of the project the insurance coverage specified below. Each policy required by these provisions shall be written as a primary policy. A copy of each policy or a certificate satisfactory to Council shall be delivered to Council within five days of contract execution. Each policy shall be with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling Council to not less than 30 days prior written notice of any material change, non-renewal or cancellation. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination of this contract by Council.

*Commercial General Liability.* Consultant shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$500,000 combined single limit per occurrence, with aggregate of \$1 million, for bodily injury, personal injury or property damage. The policy shall contain an endorsement naming Council as an additional insured, in a form satisfactory to Council, and expressly providing that the interest of the Council shall not be affected by Consultant's breach of policy provisions.

*Automobile Liability.* Consultant shall maintain an automobile liability insurance policy. The policy shall also contain an endorsement naming the Council as an additional insured, in a form satisfactory to the Council, and expressly providing that the interest of the Council shall not be affected by Consultant's breach of policy provisions.

**6.4 Ownership of Documents and Data.** Any reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and material, produced under this contract are the exclusive property of the Council and are to be delivered to Council at the end of this contract.

These materials and data may be used by the Consultant only with the prior written consent of the Council, and any use of these materials or data will include an acknowledgment that the materials or data are the property of the Council. Consultant hereby assigns to the Council any and all copyrights, trademarks, patents, inventions, trade secrets or other intellectual property rights that Consultant may acquire in any of the materials described above or otherwise as products of the performance of this contract. Consultant warrants to the Council that Consultant will not infringe the intellectual property rights of others in the performance of the project.

Notwithstanding the foregoing, Consultant shall have the right to use, publish or distribute such reports, photographs, data or analyses thereof in academic papers and scientific or academic journals (with or without co-authors) provided that the Consultant shall acknowledge that funding of these activities was made available from the Council through a grant from the Oregon Watershed Enhancement Board.

**6.5 Confidential Information.** During the course of the implementation of the project, Consultant may have access to confidential materials, data, strategies, systems or other information relating to the Council, USACE, or private property owners. Any such information acquired by the Consultant shall not be used, published or divulged by the Consultant to any person, firm or corporation or in any advertising or promotion regarding Consultant or Consultant's services, or in any manner or connection whatsoever without first having obtained the written permission of the Council, which permission the Council may withhold in its sole discretion.

**6.6 Assignment/Subcontract.** The Consultant may not assign or transfer the contract for the project or subcontract for the work to be performed without the prior written consent of the Council. Subcontractors shall meet all the terms and requirements of this RFQ and subsequent contract between the Consultant and LTWC.

**6.7 Indemnification.** Consultant shall indemnify and hold Council, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to the Work, Consultant's failure to strictly comply with any provision of this contract, or any other actions or failure to act by Consultant and Consultant's employees, agents, officers, representatives and subcontractors. In the event any such action or claim is brought against Council, Consultant shall, if Council so elects and upon tender by Council, defend the same at Consultant's sole cost and expense, promptly satisfy any judgment adverse to Council or to Council and Consultant, jointly, and reimburse Council for any loss, cost, damage or expense, including attorney fees, suffered or incurred by Council. Council shall indemnify and hold Consultant, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all third party claims, demands, and causes of action that are not caused by the acts or omissions of Consultant.

**6.8 Termination and Suspension.** The Council may terminate the contract for the project at any time with written notice if Consultant fails to perform all duties as described. However, should the contract terminate, the Council agrees to pay Consultant for services/supplies already rendered if they meet all of the specifications described in this agreement. Any alterations to the scope of services must be agreed to by both the Council and Consultant in writing as a change order. Consultant may terminate the contract for the project with a written notice if the Council fails to provide compensation in accordance with the agreed upon terms.

**6.9 Laws and Ordinances.** In addition to provisions of the laws of the State of Oregon, Consultant shall comply with and require its subcontractors to comply with all applicable provisions of Federal, State and local statutes, ordinances, orders, rules and regulations.