

**Request for Proposal Scope Development Guide
Cougar Creek Barrier – Fish Passage Design**

Asotin County Conservation District
October 27, 2020

REQUEST FOR PROPOSALS (“RFP”) FOR CONTRACTOR SERVICES FOR THE ASOTIN COUNTY CONSERVATION DISTRICT

1. SERVICES

Item	Description
1	Site Review and Investigation
2	Meetings, Coordination, and Project Management
3	Design Engineering
4	Environmental Permitting
5	Prepare Bidding and Contract Documents
6	Quality Assessment and Control Plan

CRITICAL DATES- See Section 7.1.10 for project schedule.

2. PURPOSE OF RFP

The Asotin County Conservation District (ACCD) is requesting a statement of qualifications and proposal from a professional consultant team to conduct a fish passage design on a barrier on Cougar Creek in Asotin County, WA (see Figure 1).

The goal of this project will be to provide services including design, specification, environmental permitting and bid documents to eliminate the fish passage barrier where Cougar Creek flows through a culvert under the Grande Ronde Road.

The Offeror, if any, who is selected through the Qualification Based Selection process (“Contractor”) shall sign a contract with ACCD.

3. BACKGROUND

The Cougar Creek Barrier – Fish Passage Design Project is located where Cougar Creek flows under the Grande Ronde Road, a road maintained by Asotin County. Cougar Creek is a tributary to the Grande Ronde River in the southeast corner of Washington, near the Oregon border. This section is a Steelhead Priority Restoration Reach and provides critical habitat for steelhead. Cougar Creek flows directly into the Grande Ronde River 140 feet below the barrier. The culvert was identified in 2008 as a barrier to ESA Snake River Steelhead by a Walla Walla Community College Road Crossing Barrier Assessment and included in a Washington Department of Fish & Wildlife (WDFW) Inventory Assessment in 2016.

The barrier poses an imminent threat to anadromous fish (steelhead) and limits their access to more than 2.25 miles of stream above the culvert. As stated in the Snake River Salmon Recovery Plan, steelhead are especially effective at accessing and utilizing stream reaches with suitable habitat, however, their distribution is limited by environmental issues such as migration barriers.

Fish passage is identified in the Snake River Salmon Recovery Plan as a primary limiting factor for steelhead in several lower tributaries to the Lower Grande Ronde River.

4. GOALS AND OBJECTIVES

The goal of this project is to produce an engineered set of design plans for restoration of the fish passage barrier that exists at the Cougar Creek culvert, under the Grande Ronde Road. The design work will entail plans for either **modifying or replacing the culvert or installing a bridge that will remedy current passage problems to meet Washington State fish passage criteria**. These plans will include, but not be limited to any and all issues related to excessive slope, velocity, water depth, and jump height for all life stages of all aquatic species, especially steelhead.

The objective of this project is to provide a set of construction-ready designs adequately detailing a restoration action for replacing the culvert on Cougar Creek while restoring natural channel morphology upstream and downstream, that will allow for passage of all life stages of steelhead and resident trout and proper bed-load transport. ACCD will sponsor the design with the intent to finalize funding for implementation with cooperation from Asotin County and other partners. The fully vetted design will provide the framework for attaining the remaining construction implementation funding.

Complete, construction-ready design plans are expected by in December 2021 to ensure adequate time for environmental permitting and hiring of a construction contractor to implement this project in the 2022 instream work window.

5. SCOPE OF SERVICES

As the project sponsor and fiscal manager, ACCD will supervise and guide the project design engineer. A technical review team will be convened to ensure that stated objectives are realized in the resulting restoration design project. Each review is intended to make sure that the design is progressing towards stated design objectives and this provides ample time and opportunity to direct progress towards final design.

For projects that address fish passage in Washington and propose to use public funding for implementation, additional requirements apply. WDFW fish passage and engineering must review and approve final design. This review specifically addresses jump heights and flow velocities that may occur in the expected range of stream flow in the project area. Both US Fish and Wildlife Service and the National Marine Fisheries Service (NMFS) engineering support are required to review passage projects that propose to use Federal funding. Engineering support from both State and Federal fisheries management agencies help to ensure that project objectives will be met. It is also appropriate to note that Asotin County will be instrumental throughout the course of this project due to its association with a county road.

Technical review and design criteria are built into the process at 15%, 30%, 60% and 100% design progress check-ins with the project team. **A range of conceptual alternatives will be presented at 15%.** The restoration team will select an alternative based on criteria including cost/benefit analysis, recommendations from the Engineer & Technical Team, implementation funding potential, and the potential for proper

ecological response. If for any reason specific criteria cannot be met, exceptions will be discussed, decided upon, and the process will continue. The design criteria that this project will strive to achieve include appropriate flow velocities, jump heights, slopes, and water depths through the culvert at all flows that will allow up and downstream passage of all aquatic organisms that reside in Cougar Creek while restoring natural channel morphology upstream and downstream.

- 5.1 The following Scope of Services shall be the basis for Qualification response by Offeror under this RFP. At the discretion of the ACCD certain additional services may be assigned to Contractor during the course of the Services. ACCD reserves the right to re-negotiate the terms of the agreement and modify the contract with the selected firm to include construction oversight and as-built reporting but may also chose to utilize the services of a partner agency engineer for those services.

5.1.1 Site Review and Investigation:

Contractor responsibilities will include but not be limited to:

- Kickoff Meeting/Site Visit
- Review Designs of previous structure and site history
- Review fish passage criteria, the Snake River Salmon Recovery Plan, and the Grande Ronde Subbasin Plan as it pertains to this structure and location
- Complete a Topographic Survey
- Determine environmental compliance needs
- ACCD will fund/provide a cultural resources survey
- Landowner/Agency Coordination

5.1.2 Meetings, Coordination, and Project Management:

Contractor shall meet and/or coordinate with ACCD and resource agency contacts as required during the course of the work. Contractor shall be responsible for all project management and coordination necessary to complete the Services and shall assign professional staff time to this aspect of the Services. Services under this Scope item shall include but not be limited to:

- Communications (written, verbal, and email)
- Meeting coordination, notes, action items and follow up actions, and attendance
- Establish selection criteria for design alternatives
- Design alternatives and development progress review meetings
- Contractor staff or sub-Contractor staff assignments and coordination
- Regular invoicing as required by the funding agent

5.1.3 Design Engineering:

Contractor responsibilities will include but not be limited to:

- Hydrology Analysis
- Hydraulic Analysis/HECRAS Modeling/Geotechnical Analysis
- Prepare Preliminary Design Report (15%) with Design Alternatives
- Prepare Draft Design Drawings (30% - 60%)
- Prepare Draft 100% Design Drawings and Technical Specifications
- Prepare Cost Estimates
- Prepare Final Drawings and Technical Specifications

5.1.4 Environmental Permitting:

Contractor responsibilities will include but not be limited to:

- Gathering Data
- Analyzing Impacts
- Fill/Removal Quantities
- Prepare All Permit Applications/Distribute to Appropriate Entities
- Execute Appropriate ESA Environmental Compliance
- Agency and Landowner Coordination

5.1.5 Prepare Bidding and Contract Documents

Contractor shall provide bidding and contract documents that meet the requirements of the Asotin County Conservation District. Contractor will be advised by ACCD and Asotin County personnel in the drafting of these documents.

5.1.6 Quality Assessment and Quality Control

Contractor shall provide a quality assessment and quality control program for its work and shall adhere to that program through the course of the work. Matters such as survey data acquisition and datum control, internal and external design review protocol, and other related QA/QC shall be included in the program.

6. INFORMATION CONCERNING RFP AND PROJECT

- 6.1 All correspondence pertaining to this RFP, prior to the submittal of proposals, should be directed to:

MEGAN STEWART
DISTRICT PROGRAMS & OPERATIONS COORDINATOR
ASOTIN COUNTY CONSERVATION DISTRICT
RFP@ASOTINCD.ORG

- 6.2 Offerors are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Offerors should request clarification or additional information concerning the RFP in writing as soon as possible. ANY CORRECTIONS OR CLARIFICATIONS MADE IN ANY MANNER OTHER THAN BY A WRITTEN ADDENDUM WILL NOT BE BINDING ON ACCD, AND OFFERORS SHALL NOT RELY THEREON.
- 6.3 Any prospective Offeror who contends that the terms and conditions of this RFP, the Contract or any aspect of the selection process (1) will encourage favoritism in the award of the Contract for Services; (2) will substantially diminish competition; (3) will violate any other statute, regulation, or law of any kind; or (4) is ambiguous, insufficient, or unfair for any reason, must file a written protest to this RFP. Failure to deliver a written protest to the address provided in “Address Offer To” box in the cover page of this RFP by the time specified in Section 7.1.2 of this RFP will be deemed a waiver of any claim by an Offeror that the selection process violates any of the items (1)-(4) of the foregoing sentence.
- 6.4 ACCD reserves the right to (1) reject any or all proposals or (2) cancel the RFP if doing either would be in the public interest as determined by ACCD.

7. SCHEDULE OF EVENTS

- 7.1 The following schedule of events shall be followed for this RFP unless otherwise modified by ACCD:
- 7.1.1 Inquiries for clarification or additional information as described in Section 6.2, if any, must be received by ACCD no later than the time and date specified in the table in Section 7.1.10.
 - 7.1.2 Protests of the RFP, the Contract or any aspect of the selection process as set forth in Section 6.3 must be received by ACCD no later than 2:00 p.m. on the date that is three (3) calendar days before the due date for proposals.
 - 7.1.3 A site visit by potential Contractors is scheduled for the date specified in the table in Section 7.1.10. **Attendance is recommended by not required.**
 - 7.1.4 Proposals must be **received** by ACCD **no later than 4:30 p.m.** on the date specified in the table in Section 7.1.10. Postmarks are not sufficient. **Proposals submitted after this time will be rejected.**

Proposals must be submitted in a **sealed** envelope marked clearly on the outside “Cougar Creek Fish Passage Design project”. Proposals must include one (1) printed copy and one (1) electronic copy on a thumb drive. Proposals will not be opened until after the submittal deadline.

Submittal location:
Asotin County Conservation District
720 Sixth Street, Suite B
Clarkston, WA 99403

- 7.1.5** The Qualification Based Selection (QBS) process defined in Section 10.6 will be used to select the Contractor, if any.
- 7.1.6** A Contractor will be selected, if at all, no later than the date specified in the table in Section 7.1.10. However, Contractors will not be notified until the Asotin County Conservation District Board of Supervisors approves the decision. The unsuccessful Offerors will be sent a copy of the selection notice once the final selection has been approved.
- 7.1.7** Any protests of the selection decision must be received no later than 2:00 p.m. on the date that is seven (7) calendar days after the ACCD issues the selection notice.
- 7.1.8** Any hearing on a protest will be held no later than seven (7) calendar days after ACCD receives a protest.
- 7.1.9** The ACCD intends to enter into a Contract with the selected Contractor within 14 calendar days after the final selection, unless ACCD, in its sole discretion, elects to extend the deadline.

7.1.10 Table of Timelines

1	Site Visit*	11/3/2020 1:30 PM
2	Inquiries for Clarification Deadline	11/13/2020 2:00 PM
3	Bids Due	12/03/2020 4:30 PM
4	Start Review Process	12/04/2020
5	Select Contractor (Negotiations to follow)	12/10/2020
6	Notice to Proceed	1/08/2021
7	Kick off Meeting	To be scheduled with Contractor
8	15 % Design	3/15/2021
9	30% Design	5/31/2021
10	60 % Design	7/31/2021

11	100 % Design	9/30/2021
12	Permitting Complete	12/31/2021
13	Bid Documents Complete	1/31/2022
14	Contract Complete	3/31/2022

**Offerors are required to RSVP for the site visit. Participants will be limited to a maximum of two per firm with a maximum of 10 people total per site visit to meet COVID-19 gathering limitations. RSVPs will be taken on a first come, first serve basis. If an additional site visit is needed to accommodate RSVP requests, it will be posted on the ACCD website.*

8. NO REIMBURSEMENT FOR PROPOSAL

Offerors responding to this RFP do so solely at their own expense. Under no circumstances whatsoever will ACCD be responsible or reimburse Offerors for any costs incurred in the preparation and presentation of their proposals, negotiation of the Contract and cost proposal by the Offeror, or for any related expenses or consequential damages of any kind.

9. CONTENT OF PROPOSALS

- 9.1 Identify any confidential information that the Offeror contends is exempt from disclosure. ACCD will endeavor in good faith to honor appropriate requests for exemption from disclosure, but ACCD reserves exclusive discretion to determine whether information qualifies for a statutory exemption. ACCD's obligation under this Section 9 shall survive selection of the Contractor.
- 9.2 Identify the Offeror's specialized experience, capabilities, and technical competence.
- 9.3 Describe the Offeror's proposed approach (work plan and methodology) for providing the Services, including a description of tasks that will be performed by each member of the project team. The proposal should address how the Offeror would implement the Services.
- 9.4 Identify the Offeror's resources committed to perform the work and the proportion of the time that the Offeror's staff would spend on the project, including time for specialized services, within the applicable time limits.
- 9.5 Provide the Offeror's record of past performance, quality of work, ability to meet schedules, cost control, and contract administration.
- 9.6 Provide the Offeror's availability to the project locale.
- 9.7 Provide the Offeror's familiarity with the project locale.
- 9.8 Provide the Offeror's proposed project management techniques.
- 9.9 Provide the Offeror's ability to perform the Services promptly and efficiently and identify any constraints that could affect the Offeror's from meeting the proposed

schedule listed in the table in Section 6.1.10. The initial schedule expectation is receipt of 15% drawings and final drawings by the dates specified in the table in Section 7.1.10.

- 9.10 If the Offeror believes there are additional services not identified in this RFP that are necessary for successful completion of the Project, include a description of the additional services recommended by the Offeror, describe how the additional services would benefit ACCD, and describe the Offeror's ability to provide the additional services.

10. CONTRACT

- 10.1 The Offeror, if any, selected by ACCD, will be required to provide draft contract language including general conditions and provisions within 5 working days of notification by ACCD. The draft contract must include an itemized budget.
- 10.2 If inclusion of any of ACCD's proposed contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal by the Offeror during cost negotiations and prior to selection of the Offeror as the Contractor.
- 10.3 If ACCD and the highest ranked Offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to ACCD, ACCD will formally terminate negotiations in writing with the highest ranked Offeror. ACCD may then negotiate with the next most qualified Offeror. The negotiation process may continue in this manner through successive Offerors until an agreement is reached or ACCD terminates the Contractor contracting process.
- 10.4 ACCD's reserves the right to enter into negotiations with the Contractor to modify the contract to include additional scope of work items including but not limited to construction bid support, construction observation/oversight, and as-built survey report documentation.

11. EVALUATION OF PROPOSALS

- 11.1 Proposals that do not adhere to all terms and conditions of this RFP or that are otherwise non-responsive may, in the sole discretion of ACCD, be rejected or given a lower rating in the evaluation process.
- 11.2 ACCD reserves the right to reject any and all proposals or to waive irregularities or deficiencies in a proposal if ACCD determines that such waiver is in the best interests of ACCD.
- 11.3 Proposal selection will be completed through a quality-based selection process (QBS) by a review team. Factors listed in descending order of importance. The following selection criteria will be used to evaluate the content of the written proposals based on a weighted scoring method:

- 11.3.1 Offeror's proposed approach (work plan and methodology) for providing the Services, including a description of tasks that will be performed by each member of the project team and how the Offeror would implement the Services. (30 Points)
- 11.3.2 Offeror's specialized experience, capabilities, and technical competence as it relates to the above Scope of Services. (30 Points)
- 11.3.3 Offeror's record of past performance, including quality of work, ability to meet schedules, cost control, and contract administration. (20 Points)
- 11.3.4 Offeror's resources committed to perform the work and the proportion of the time that the Offeror's staff would spend on the project, including time for specialized services, within the applicable time limits. (20 Points)
- 11.4 ACCD retains exclusive discretion and reserves the right to determine:
 - 11.4.1 Whether a proposal is complete and complies with the provisions of this RFP.
 - 11.4.2 Whether an Offeror should be allowed to submit supplemental information.
 - 11.4.3 Whether an Offeror will be interviewed by ACCD. The top three candidates may be interviewed.
 - 11.4.4 Whether irregularities or deficiencies in a proposal should be waived.
 - 11.4.5 Whether to seek clarifications of each proposal or request additional information necessary to permit ACCD to evaluate, rank, and select the most qualified Offeror.

12. SELECTION BY ACCD

- 12.1 The Contract will be offered to the Offeror who, in ACCD's judgment, has submitted a proposal that best meets ACCD's requirements and successfully completes scoping and fee negotiations with ACCD.
- 12.2 If there are disagreements with the outcome or questions about the selection process, Offerors must submit protests in writing to ACCD within seven (7) calendar days after the selection has been made. At the request of the protester a hearing will be conducted before ACCD within seven (7) calendar days after submission of the written protest. ACCD will either uphold or deny

the protest, and a written response will be issued for all properly submitted protests. If the protest is denied, ACCD will proceed to award the Contract.

- 12.3 Final award will be subject to execution of the Contract. Negotiation of the Contract will include the scope of services and fees for services. ACCD reserves the right to negotiate a final Contract that is in the best interest of ACCD. If permitted by ACCD, in its sole discretion, negotiation of the Contract may include one or more of the proposed alternate terms and conditions, if any, in the selected Contractor's proposal. Award of the Contract may be withdrawn if the Contract negotiations are not timely concluded, as determined by ACCD in its sole discretion.
- 12.4 If ACCD and the Offeror initially selected by ACCD are unable to negotiate a Contract, ACCD reserves the right to select another Offeror and negotiate a Contract with that Offeror in accordance with this Section 12.

13. EXHIBITS

Exhibits to this RFP include:

1. Photographs and Locator Map with Directions
2. WDFW Culvert Assessment Report

EXHIBIT 1

Photos and Map with Directions to Site

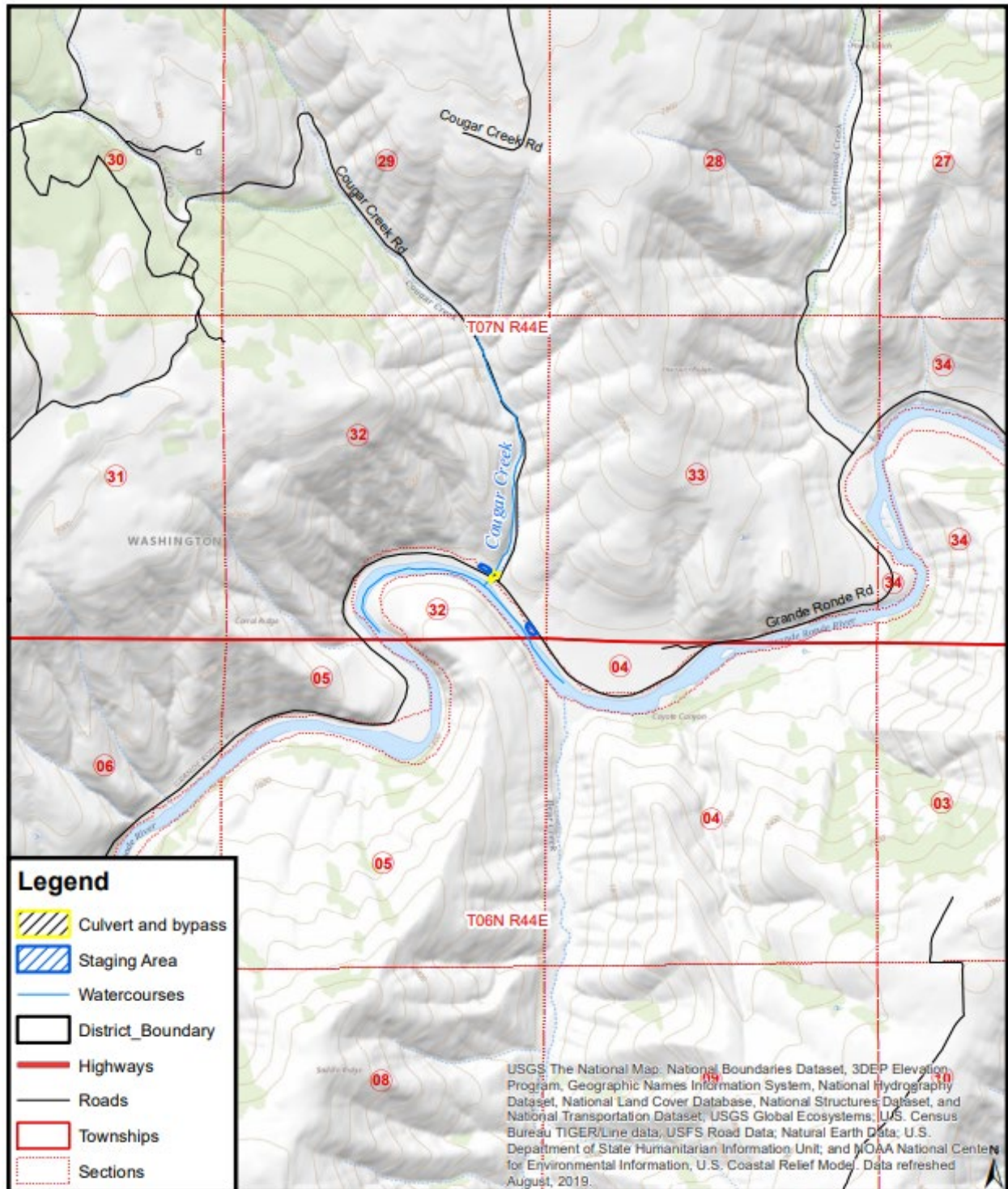
Photo 1: Cougar culvert location on Grande Ronde Road



Photo 2: A view of the culvert outlet



Map



0 0.4 0.8 Miles



Cougar Creek Culvert Replacement APE

1:24,000

Brad Riehle
Date: 1/28/2020



0 0.0325 0.065 Miles

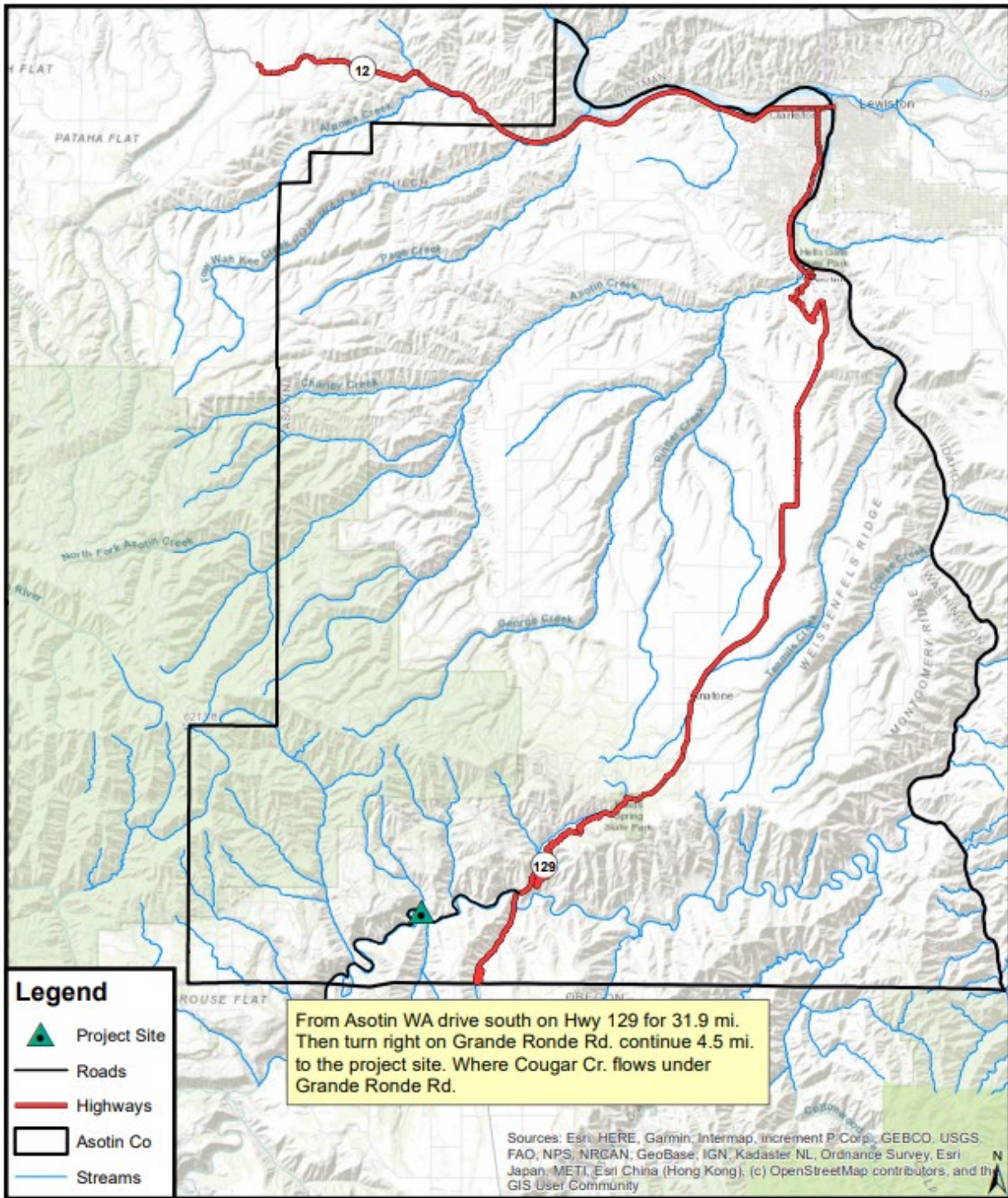


Cougar Creek Culvert Replacement APE

1:2,000

Brad Riehle
Date: 1/28/2020

Directions



0 4.5 9 Miles



Cougar Creek Barrier Removal

1:264,182

Date: 10/22/2020

EXHIBIT 2
WDFW Assessment Report

WDFW Fish Passage and Diversion Screening Inventory Database

Site Description Report

Site ID

Project

Geographic Coordinates

Latitude (WGS 84):	<input type="text" value="46.032797"/>
Longitude (WGS 84):	<input type="text" value="-117.319244"/>
East (NAD 83 HARN)	<input type="text" value="2,448,058.6"/>
North (NAD 83 HARN)	<input type="text" value="271,355.5"/>

Waterbody

Stream:	<input type="text" value="Cougar Cr"/>
Tributary To:	<input type="text" value="Grande Ronde R"/>
WRIA:	<input type="text" value="35"/>
River Mile:	<input type="text" value="-999.99"/>
Fish Use Potential:	<input type="text" value="Yes"/>
FUP Criteria:	<input type="text" value="Mapped"/>

General Location

Road Name:	<input type="text" value="Grande Ronde Rd"/>
Mile Post:	<input type="text" value="-999.99"/>
County:	<input type="text" value="Asotin"/>
WDFW Region:	<input type="text" value="1"/>

Owner

Type:	<input type="text" value="County"/>
Name:	<input type="text" value="Asotin County"/>

PI Species

<input type="checkbox"/> Sockeye	<input checked="" type="checkbox"/> Chinook	<input checked="" type="checkbox"/> Sea Run Cutthroat
<input type="checkbox"/> Pink	<input type="checkbox"/> Coho	<input checked="" type="checkbox"/> Resident Trout
<input type="checkbox"/> Chum	<input checked="" type="checkbox"/> Steelhead	<input checked="" type="checkbox"/> Bull Trout

Associated Features

<input checked="" type="checkbox"/> Culvert	<input type="checkbox"/> Dam	<input type="checkbox"/> Natural Barrier	<input type="checkbox"/> Diversion
<input type="checkbox"/> Non-Culvert Xing	<input type="checkbox"/> Other	<input type="checkbox"/> Fishway	

Location/Directions

Site Comments

WDFW Fish Passage and Diversion Screening Inventory Database

Level A Culvert Assessment Report

Site ID: 602000	Stream: Cougar Cr	WRIA: 35
Latitude: 46.032797	Tributary To: Grande Ronde R	Fish Use Potential: Yes
Longitude: -117.319244		

Data Source	Washington Department of Fish and Wildlife
Field Crew:	Zweifel;Roler;Taylor
Review Date:	5/11/2016

Culvert Details							Level A Parameters					
ID	Shape	Material	Span	Rise	Length	WDIC	Apron	WSDrop	Location	Countersunk	Backwater	Slope (%)
1.1	RND	CST	1.79	1.88	14.00	0.08	NO	0.27	Outlet	No	No	3.07

All dimensions in meters

Channel Description	
Toe Width (m):	
Average Width (m):	5.81
Culvert/Stream Width Ratio:	0.31
Plunge Pool	
Length (m):	4.20
Max Depth (m):	0.57
OHW Width (m):	4.20
Road	
Fill Depth (m):	2.50



Assessment Results			
Barrier:	Yes	Passability (%):	33
Reason:	Slope	Fishway Present:	No
Method:	Level A		
Recheck:			

Comments
Slope and W.S. Drop barrier. Culvert is damaged at the outlet.

Potential Habitat Gain			
Survey Type:		Spawning (sq m):	
Significant Reach:	Yes	Rearing (sq m):	
Length (m):		PI Total	