

# **REQUEST FOR PROPOSAL (RFP)**

## **CAMP CREEK TIPPING AND TRANSPORT**

**APRIL 2024**

### Bidder Timeline

Mandatory Bid Tour: May 2, 2024, 9am  
Deadline for Clarifying Questions: May 8, 2024  
Final Addenda Released: May 10, 2024  
Bids Due/Opened: May 16, 2024, 4pm  
Award Notification: May 24, 2024

### Contract Timeline

Contract Negotiation: May 16-24, 2024  
Contract Signing: May 16-24, 2024  
Work Begins: June 2024  
Work Completed: mid-July 2024

## **NORTH FORK JOHN DAY WATERSHED COUNCIL**

**Kristen Walz, Executive Director**  
**Javan Bailey, Project Manager**

**691 HWY 395 N.**  
**LONG CREEK, OR 97856**  
**(541) 421-3018**

## INVITATION TO BID

### Introduction

The North Fork John Day Watershed Council (NFJDWC) is a 501c3 non-profit organization located in Long Creek, Oregon. The NFJDWC's mission is to restore and protect the natural resources that make up the North and Middle Fork John Day Watersheds. The Council represents broad interests, as well as diverse land use and ownership and encourages collaboration between the people who live, work, and recreate here to plan and implement ridgetop to ridgetop restoration projects based on the best available science, promote native plant and wildlife species, respect culturally significant resources, and support our local rural communities.

### Project Summary

This tree tipping and transport contract is in support of a large instream and floodplain reconnection project on Camp Creek Reach 1. Camp Creek, a tributary to the Middle Fork John Day River in Grant County, just upstream of Galena, provides important habitat for mid-Columbia listed summer steelhead and spring Chinook salmon, as well as other native species. This contract will provide 1,381 tipped trees with rootwads and 10 large slash piles staged at three locations along Camp Creek reach 1. The tipping units are located approximately 1 to 2 miles from the Camp Creek staging areas. Additionally in order to support stream health in Gibb and Jungle creeks, and an additional 281 trees will be felled into the creeks utilizing both an excavator and chainsaw.

### Details

A *mandatory* pre-bid site tour will take place on **May 2, 2024 at 9am** along Forest Service road 36 (Camp Creek road), just upstream of the bridge crossing the Middle Fork John Day River (see map). Bidders must RSVP via email to [javan@nfjdw.org](mailto:javan@nfjdw.org) or phone (541) 421-3018 by **May 1, 2024**.

## PART I

### GENERAL INFORMATION

#### 1. BID PREPARATION

- A. Compliance: Bidder certifies that bidder and anticipated subcontractor(s) hold all required certifications and insurances.
- Bids must be presented to the COUNCIL prior to the bid deadline.
  - All bids shall be typed or prepared in ink or other media and signed in ink by an authorized representative of the bidder.
  - Bids will be considered irregular if the proposal is on a form other than

furnished by the COUNCIL, or otherwise specified, or if the form is altered or any thereof is detached.

- If there are unauthorized additions, conditional or alternated bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- B. All labor costs shall be calculated at Prevailing Wage rates. CONTRACTOR will certify that wage standards are met during project implementation.
- C. Unit and Total Price: Unless otherwise indicated, the price of each item must be clearly shown in the space provided. The price of each item shall be extended to show the total when required. In cases of errors in extensions, the unit price shall prevail. The written unit price shall prevail over the numerical unit price.
- D. References: Three (3) professional bidder references for similar work performed within the last five (5) years, including a brief description of the work, contract amount, and contact information for a contract representative who can speak to the quality of the bidder's performance. Submission of a bid shall be deemed consent for the COUNCIL to contact listed representatives to obtain professional reference information.
- E. Completion: Bidder certifies that the work will be completed according to the completion time stated in the specifications and as directed by COUNCIL representatives.

## 2. BID EVALUATION

- A. Minimum Requirements: Evaluation of bids will be based on minimum requirements established by the bid proposal. COUNCIL reserves the right to reject any and all bids or to accept the bid deemed to be in the best interest of the COUNCIL.
- B. Certification of Alteration or Erasure: A bid may be rejected if it contains any material alteration or erasures unless, before the bid is submitted, each such alteration and erasure is initialed in ink.
- C. Resident Bidder: Bidders shall indicate whether they are resident bidders. A resident bidder is one who has a business address in Oregon and paid income and unemployment taxes in Oregon during the twelve (12) calendar months immediately preceding the bid.
- D. CONTRACTOR and Subcontractor(s): Bidder and subcontractor qualifications, prior experience, professionalism and prior work history with the COUNCIL shall be considered in award of the contract.
- E. Exceptions: Any bid or proposal that takes exception to specifications or to contract terms set forth in the bid documents may be rejected.

## **PART II**

### **INSTRUCTIONS TO BIDDERS**

#### **1. SCOPE OF WORK**

The COUNCIL is inviting bids from qualified vendors to furnish all equipment, labor, tools, transportation and services necessary, and reasonably incidental to the completion of Camp Creek Tipping and Transport as defined in the Scope of Work.

#### **2. EXAMINATION OF WORK SITE**

It is understood that the bidder, before submitting the bid, has made a careful examination of the contract; that the bidder has been fully informed as to the character of the work required; and that the bidder has made a careful examination of the location and conditions of the work location. COUNCIL will in no case be responsible for any loss or for any unanticipated costs that may be suffered by CONTRACTOR as a result of CONTRACTOR's failure to acquire full information in advance and in regard to all conditions pertaining to the work.

#### **3. NOTICE FOR SUBCONTRACTING**

The CONTRACTOR may hire or engage one or more subcontractors to perform any of its obligations under the Contract; however, if a CONTRACTOR chooses to engage subcontractors, the CONTRACTOR shall take sole responsibility and professional liability for the activities and duties performed by all of its subcontractors. The CONTRACTOR shall use the same degree of care in selecting any such subcontractor as it would if such subcontractor was being retained to provide similar services to the CONTRACTOR. The CONTRACTOR must include with its bid response packet, a list of its potential subcontractor(s) and the CONTRACTOR account(s) of subcontractor qualifications and experience in the last 5 years, as related to the performance of the Scope of Work. The CONTRACTOR will remain responsible for all of its obligations under the Contract; including standard of services, regardless of the performance of its subcontractor(s). All subcontractors are held to the same standards of insurance as the CONTRACTOR. Documentation of all subcontractor insurances shall be provided at Contract signing and must demonstrate an active status and reflect the North Fork John Day Watershed Council as an Additional Insured.

#### **4. INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS**

- A. If a bidder finds discrepancies in, or omissions from, the documents, or if the bidder is in doubt as to their meaning, the bidder shall immediately notify the COUNCIL.
- B. All addenda will be covered in the Bid Proposal. In closing the Contract, all addenda will become a part of that contract.

## 5. PREPARATION OF BID PROPOSAL

- A. The bidder shall submit their proposal on the Bid Proposal form. The bidder shall specify the bid item unit price; both written out in words and in figures, in addition to providing the total item amount (unit price multiplied by the approximate quantity) and total extended amount (sum of all total item amounts) in figures. All words and figures shall be in ink or typed.
- B. Bidder shall provide 3 professional references for similar work completed under contract within the last 5 years. Bidder shall also provide bidder account of subcontractor qualifications and experience as it pertains to the RFQ.
- C. If an amount entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new bid amount entered above or below it, and initialed by the bidder, also with ink. In a case of discrepancy between the prices written out in words and those written in figures, the prices written in words shall govern.
- D. Bidders may make requests for information or ask clarifying questions while preparing the Bid Proposal. Requests shall be presented to the COUNCIL **no later than May 8, 2024**. Bidder requests shall be received by email at [javan@nfjdw.org](mailto:javan@nfjdw.org) or by calling (541) 421-3018.
- E. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the CONTRACTOR legally qualified and acceptable to the owner.

## 6. SUBSTITUTES

Bidders may request COUNCIL approval to substitute equipment or products, when certain manufacturer's equipment, product brand or its approved equal is called for. Requests shall be presented to the COUNCIL by email at [javan@nfjdw.org](mailto:javan@nfjdw.org) no later than **May 8, 2022**. Bidder requests must include comprehensive equipment manufacturer specifications and context demonstrating requisite equivalency and Scope of Work suitability.

## 7. PRE-BID INQUIRIES

Technical questions regarding implementation and requests for clarification shall be directed to [javan@nfjdw.org](mailto:javan@nfjdw.org) or (541) 421-3018, and must be received no later than **May 8, 2022**.

## 8. RESIDENT BIDDER

Bidder shall indicate their Resident Bidder status on the Bid Proposal form. "Resident Bidder" is one who has a business address in Oregon and has paid both income and unemployment taxes in Oregon for twelve (12) consecutive months preceding the bid close date.

9. CERTIFICATION

Bidder shall provide certification that the CONTRACTOR is registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055.

10. BID SUBMITTAL AND MODIFICATION

- A. Bid response materials must be marked: **Camp Creek Tipping and Transport.** Bids shall be submitted through one of the following: 1) post mail to P.O. Box 444, Long Creek, OR 97845, 2) email to [javan@nfjdw.org](mailto:javan@nfjdw.org), or 3) delivered to 691 HWY 395 North, Long Creek, OR 97845.
- B. A bidder may not modify any bid after it has been deposited with the COUNCIL. A bidder may rescind a bid and deposit a new bid with the COUNCIL at any time prior to the bid deadline.

11. BID OPENING

All bids will be opened by the COUNCIL on **May 16, 2022** at 4pm at 691 HWY 395 North, Long Creek, OR 97845.

12. ACCEPTANCE OF BID

COUNCIL reserves the right to reject any bid that does not comply with all prescribed bidding procedures and requirements, and may reject for good cause any bid or all bids upon a finding it is in COUNCIL's interest to do so. Bid proposals may be considered irregular and therefore may be rejected if the bidder adds/alters any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

13. BID EVALUATION CRITERIA

The following is a summary of evaluation criteria with point values assigned to each. These weighted factors will be used in the evaluation of individual bidder proposals by sub-category. COUNCIL may contact Bidder prior to bid evaluation if clarification or questions arise.

Table 1: Evaluation Point Summary

<b>Factors</b>	<b>Points Available</b>
1. Cost [Lowest Responsive Bid/Bidder's Bid Amount] x 65	<b>65</b>
2. Contractor/Subcontractor Qualifications and Experience [Relevance of described work experience to project, Thoroughness and clarity of the responses, Past experience working with the NFJDWC]	<b>30</b>
3. Local	<b>5</b>
4. Required Deliverables	<b>Pass/Fail</b>
<b>TOTAL</b>	<b>100</b>

14. FORM OF AGREEMENT BETWEEN COUNCIL AND CONTRACTOR

The form of the Contract to be executed between COUNCIL and CONTRACTOR for performance of the work is attached and included in the Bid Documents.

15. EXECUTION OF CONTRACT

- A. Notwithstanding any delay in the preparation and execution of the Contract, each bidder shall be prepared upon written notice of bid acceptance, to commence work on or before the date advertised in the Invitation to Bid, following receipt of notice to proceed from the COUNCIL. Work is expected to be completed within timelines established in the Contract.
- B. The successful bidder shall assist and cooperate with the COUNCIL in preparing the Contract. The Contract shall be ready for all signatures within five (5) business days following bid selection. CONTRACTOR shall return the Contract to the COUNCIL within five (5) business days of Contract receipt.
- C. CONTRACTOR shall contact the COUNCIL at least 24 hours prior to commencement of work.

16. TAX COMPLIANCE CERTIFICATION

Pursuant to ORS 305.385, successful bidder shall certify that it is in compliance with Oregon's tax laws.

**PART III**  
**BID PROPOSAL**

**Proposal Outline**

- 1) Proposal Narrative (1-2 pages)
  - a. Qualifications and experience
    - i. Company CCB and available resources: Provide information regarding the areas of specific expertise and types of services offered by the company that relate directly to this scope of work.
    - ii. Staff and entity qualifications: Describe demonstrated operator experience
  - b. Method of Task Completion and Timeline
    - i. Describe how the tasks called for in the Scope of Work will be carried out including equipment used to tip and transport trees as well as fell trees into Jungle and Gibb creeks
- 2) Cost
  - a. Provide a lump sum amount for the completion of Tasks 1-3 within the Scope of Work
  - b. Provide a lump sum amount for the completion of Task 4 within the Scope of Work. Assume no equipment mobilization because equipment will already be on the premise from Tasks 1-3.
- 3) References (1-2 page)
  - a. Bidder shall provide three (3) professional references for similar work performed within the last five (5) years, including a brief description of the work, contract amount, and contact information for a contract representative who can speak to the quality of the bidder's performance.
  - b. If a subcontractor is used, Bidder shall account for subcontractor qualifications and experience in the last 5 years, as related to the performance of the Scope of Work.

**COUNCIL'S RIGHT RESERVED:**

To reject any or all bids, to waive informalities, and to accept only such bids as may appear to COUNCIL'S own best interests.

The undersigned understands that time and estimated work may be shifted between bid items to better accommodate the actual work on the ground, in such cases the bid hourly rate for the operated piece of equipment will take precedence.

The undersigned also agrees that CONTRACTOR will have equipment and qualified operators available as specified in the Contract and will expect to commence work after June 1, 2024 and complete work before August 9, 2024. Fire hazard and weather conditions may require adjustment of the start date and could possibly interrupt, delay or extend construction activities.



CONDITIONS:

COUNCIL reserves the right to reject any and/or all bids and to waive all formalities.

CONTRACTOR and subcontractor(s) shall provide Workers Compensation as required by the State of Oregon; general liability insurance with extended coverage through an insurance company licensed to do business in the State of Oregon, indicating at minimum \$1,000,000 coverage per incident and \$2,000,000 aggregate. Evidence of such coverage shall be provided to the COUNCIL. Evidence may be in the form of Notice of Compliance/Certificate, or by indicating the policy number and expiration date in the appropriate section of the Certificate of Insurance.

CONTRACTOR shall comply with the requirements of the Oregon prevailing wage rates under ORS 279C.800 to 279C.870 or federal Davis-Bacon prevailing wages, whichever is higher. CONTRACTOR shall be required to provide copies of certified payroll to the COUNCIL for all Davis-Bacon Act wages.

The undersigned certifies compliance with State statutory requirements governing registration of corporation and/or assumed business name.

The bidder shall state whether bidder is doing business as an individual, a co-partnership or as a corporation. If a co-partnership, all partners are named and the person signing on behalf of the co-partnership states Bidder's position with the co-partnership. If a corporation, the Bidder gives the state of incorporation, whether it is licensed to do business in the State of Oregon, and the position of the person signing on behalf of the corporation.

The undersigned Bidder hereby represents that this bid is made without connection with any person, firm or corporation making a bid on the same material, and is in all respects fair and without collusion or fraud.

The undersigned Bidder hereby certifies that it has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontractors.

Bidder certifies that it does not discriminate in any way whatsoever, on the basis of race, creed, color, national origin, or by any other means.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Bidder is a Resident Bidder? (Yes or No) \_\_\_\_\_

By signing and returning a proposal, the Bidder is acknowledging acceptance of and the intent to abide by the terms and conditions included as set forth in the bid documents.

*Appendix A: Scope of Work, Contract and Maps*

This Contract is entered into to accomplish the following tasks for the following purposes:

**Scope of Work**

**I.** Contractor will perform the following tasks:

**Task 1:** Tip live conifers with rootwads attached. Large trees may have the top sawn off and tops skidded separately for limbs to remain intact.

Location	Small (9–16-inch dbh)	Medium (16–21-inch dbh)	Large > 21-inch dbh	Total
Gibb creek	296	144	10	450
Jungle creek	270	50	17	337
Jungle tributary 1	169	79	13	261
Jungle tributary 2	222	83	28	333
<b>Grand Total</b>	<b>957</b>	<b>356</b>	<b>68</b>	<b>1381</b>

**Task 2:** Transportation of tipped trees to the Camp Creek Reach 1 project area at three staging locations. Log trucks may not be utilized.

**Task 3:** Transportation of slash materials from 10 logging slash piles to the Camp Creek Reach 1 project area at three staging location, less than two mile transport distance. Log trucks may not be utilized.

**(optional) Task 4:** Fell 281 trees into the creek at the following locations. Some trees will be felled with a chainsaw and others will be tipped with the rootwad attached.

Gibb		Jungle		Jungle Trib 1		Jungle Trib 2	
Tip	Saw	Tip	Saw	Tip	Saw	Tip	Saw
96	28	65	0	27	22	14	29

**II.** Timeline

Task	Start Date (conditions dependent)	Completion Date
<i>Task 1.</i>	June 3, 2024	July 15, 2024
<i>Task 2&amp;3.</i> Deliver at least ½ of the total tipped trees and slash piles to staging areas by July 1st	June 10, 2024	July 1, 2024 July 15, 2024
<i>Task 4.</i>	July 15, 2024	August 9, 2024

**III.** North Fork John Day Watershed Council will provide the following:

- Trees to be tipped for transport will be marked with yellow paint. Trees to be felled into the creeks will be marked with pink flagging.
- Timely responses to inquiries from the Contractor.

## **Additional Requirements**

- **At Contract signing**, CONTRACTOR to provide COUNCIL:
  - 1) CONTRACTOR completed W-9 form
  - 2) CONTRACTOR and Subcontractor certificate(s) of General Liability showing ***NFJDWC as an additional insured***
  - 3) CONTRACTOR and Subcontractor proof of Worker's Compensation
- CONTRACTOR must **submit itemized Prevailing Wage reports** with each invoices submitted to COUNCIL for payment.
- Vehicles will not be allowed to cross streams
- CONTRACTOR will follow USFS fire restrictions and applicable OSHA standards in place during the contract period.
- CONTRACTOR will be responsible for contacting Oregon Utility Notification Center at 811 prior to implementation.
- CONTRACTOR must have a working chainsaw on site at all times.
- Water tender (or equivalent) must be on site, prior to operating mechanized equipment, once IFPL reaches Level II.
- No equipment fluids will be changed on site and repairs to any vehicle or equipment fluid leaks must be repaired immediately.
- Maintain a daily clean work site. All litter, debris, and construction supplies will be removed from the contract site upon completion.
- Up to two pre-implementation on-site meetings may be required to provide information to CONTRACTOR and machine operators.
- CONTRACTOR acknowledges the Camp Creek Reach 1 instream project will be underway requiring some coordination with the COUNCIL and the other contractors to ensure both projects run smoothly.
- CONTRACTOR will work with minimal impact on stream, riparian, and associated uplands.
- A fire prevention/control plan will be required from the CONTRACTOR when/if Industrial Fire Precaution Level is a 3 or 4.
- A Hazardous Material Spill Plan will be required from CONTRACTOR prior to mobilization.

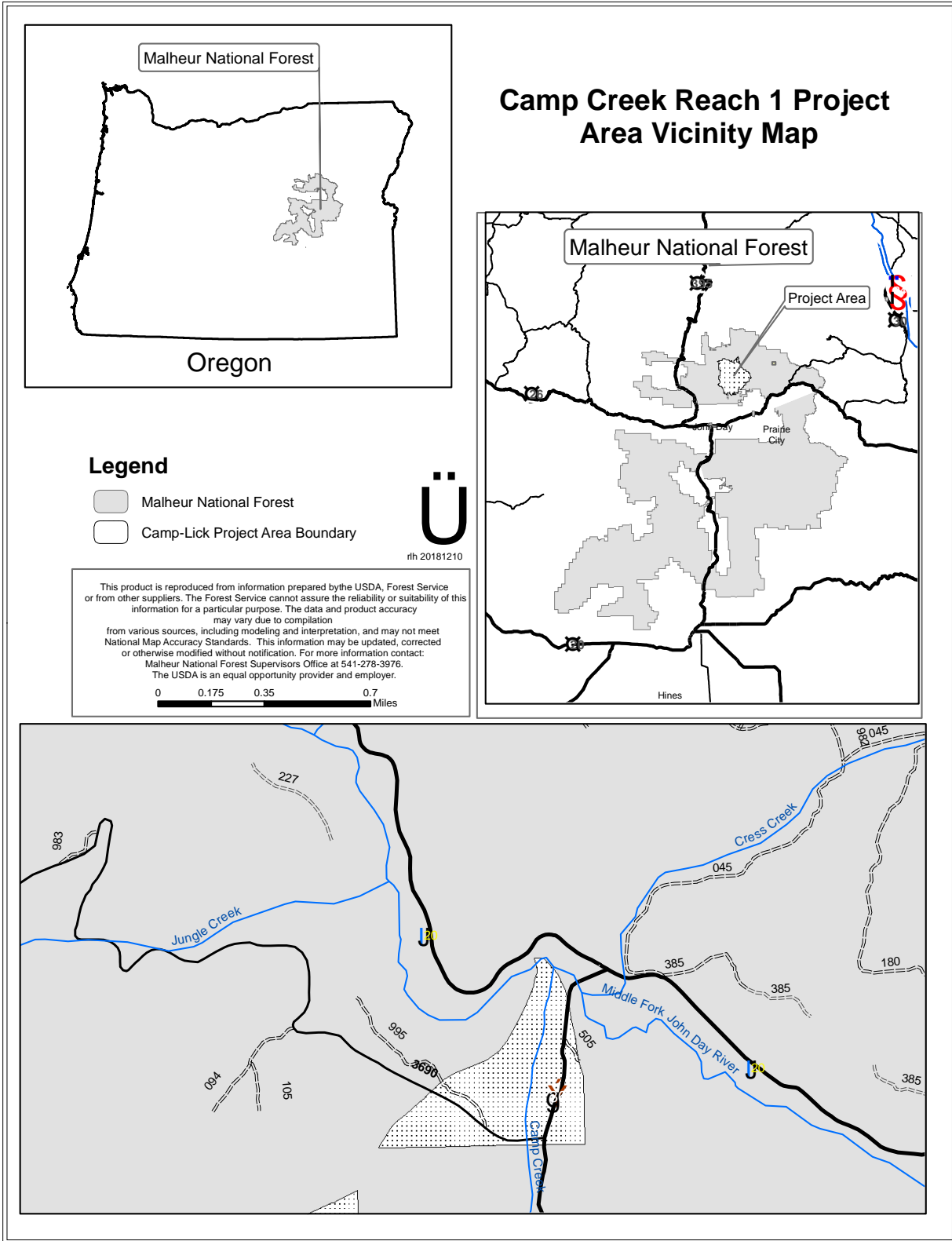
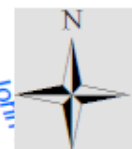
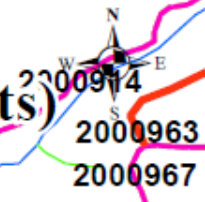
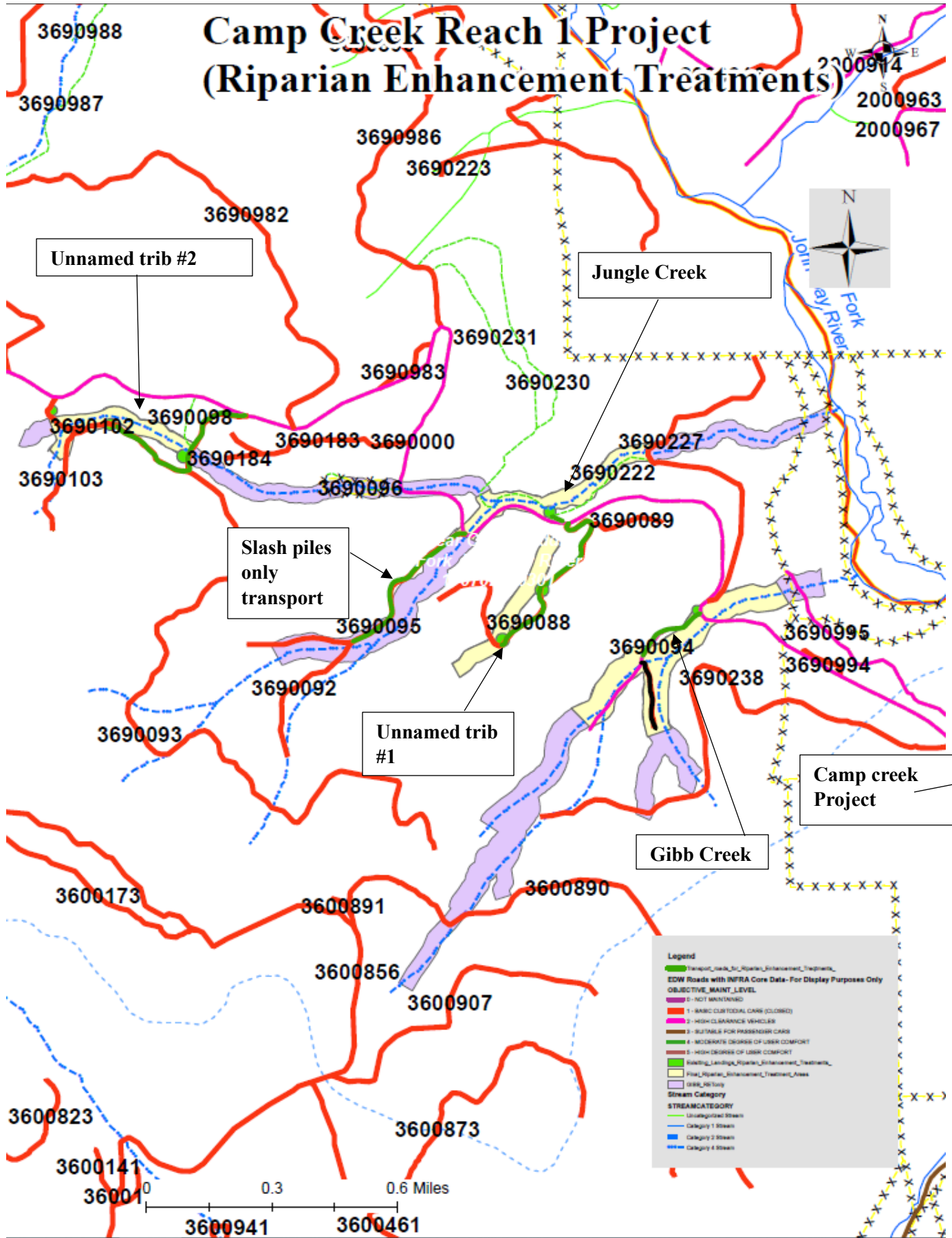


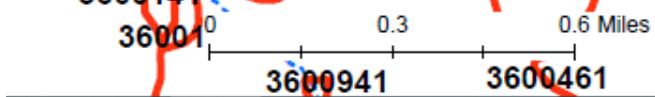
Figure 1 Vicinity map for Camp creek reach 1 project. Jungle and Gibb creek are approximately 1 mile from project area.

# Camp Creek Reach 1 Project (Riparian Enhancement Treatments)



**Legend**

- Transport Roads to Riparian Enhancement Treatments
- EDW Roads with INFRA Core Data- For Display Purposes Only
- OBJECTIVE\_MAINT\_LEVEL
  - 1 - BASIC CLEARANCE VEHICLES
  - 2 - HIGH CLEARANCE VEHICLES
  - 3 - SUITABLE FOR PASSENGER CARS
  - 4 - MODERN'S DEGREE OF USER COMFORT
  - 5 - HIGH DEGREE OF USER COMFORT
- Riparian Enhancement Treatments
  - Pre-Riparian Enhancement Treatment Areas
  - RIPRIE Tons
- Stream Category
  - STREAMCATEGORY
  - Category 1 Stream
  - Category 2 Stream
  - Category 4 Stream





**Contract For: Tree tipping and transport**  
**Project Name: Camp Creek Tipping and Transport**  
**Contract Number: 224-8208-23387-04**

**Contract Total Amount: [\$XX,XXX.XX]**

**Contract Completion Date: December 31, 2024**

**Contractor:**

[CONTRACTOR]  
[ADDRESS]  
[CITY, STATE ZIP]  
[PHONE NUMBER]

**Project Sponsor:**

North Fork John Day Watershed Council  
P.O. Box 444  
Long Creek, Or 97856  
(541) 421-3018

**Representative:**

[CONTRACTOR REP NAME]  
[CONTRACTOR PHONE NUMBER]

**Representative:**

Javan Bailey, Restoration Program Manager  
javan@nfjdw.org

Kristen Walz, Executive Director  
kristen@nfjdw.org

**This Contract is between the Project Sponsor, the North Fork John Day Watershed Council, hereafter called, “NFJDWC” and the Contractor as identified above, hereafter called, “CONTRACTOR” in consideration of the mutual covenants contained herein. This Contract consists of the following: this Contract less all Attachments; Exhibit A (Scope of Services to be provided by CONTRACTOR) and Exhibit B (Specifications).**

**STATEMENT OF WORK**

**A. Performance:**

CONTRACTOR agrees to perform the work under this contract as described in Exhibit A: Scope of Services and [EXHIBIT NAME: EXHIBIT DESCRIPTION, if applicable] attached to this document.

**B. Term of Contract:**

This Contract will become effective upon signature by both parties. CONTRACTOR agrees to complete all contracted services no later than **August 9, 2024**. CONTRACTOR and NFJDWC shall mutually agree upon the schedule of performance of CONTRACTOR’S services.

**C. Location:**

The project will occur in Grant County, OR:

On the Malheur National Forest, USFS, located in Township: 07 S, Range: 27 E, Section: 27, 28, 29 Taxlot: 100, within the Camp Creek watershed.

**D. Supplies and Materials:**

CONTRACTOR agrees to furnish all necessary equipment, tools, labor, and transportation required to perform all tasks of the project as described in Exhibit A: Scope of Services.

**E. Compensation:**

This Contract is awarded per winning bid and shall not exceed that rate or total amount without mutual written consent of CONTRACTOR and NFJDWC. CONTRACTOR shall invoice NFJDWC no more than 3 times during

Contract implementation, up until such time as 75% of the cost of the contract has been met. NFJDWC shall pay CONTRACTOR the full amount of each invoice within **forty-five** days of receipt of invoice. The final 25% of the compensation will be paid within **forty-five** days of accomplishing all tasks as described in Exhibit A: Scope of Services to be provided by CONTRACTOR, providing that CONTRACTOR has met all conditions and requirements of this Contract.

All invoices must contain the following:

- Date range for work completed
- Prevailing wage reports
- Description of activities, units (hours)
- Unit price and a total

All invoices for work performed under this Contract shall be sent to: NFJDWC at P.O. Box 444 Long Creek, OR 97856, electronically to [javan@nfjdw.org](mailto:javan@nfjdw.org) or delivered to the NFJDWC office at 691 Highway 395, Long Creek, OR.

F. Assignment:

CONTRACTOR shall not assign or transfer any interest in this Contract without the express written consent of NFJDWC.

G. Amendments:

Terms of this Contract may not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by both parties.

H. Termination:

This Contract may be terminated under any of the following conditions:

1. At any time by mutual consent of the parties.
2. If funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the Contract may be modified to accommodate reduction in funds.
3. If federal or state laws, rules, regulations, or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
4. If any license or certification required by law or regulation to be held by CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
5. If CONTRACTOR fails to commence work diligently, prosecute the work, and complete the work within specifications and within time frames set forth under this Contract.
6. Upon 2 days written notice by NFJDWC for any other reason specified in writing.

Any termination of this Contract under Paragraph A. of this section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The rights and remedies of NFJDWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

I. Force Majeure:

CONTRACTOR shall not be responsible for delay or default by fire, riot, acts of nature and war, which is beyond the CONTRACTOR's reasonable control.

J. Reciprocal Indemnity:

CONTRACTOR will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify the NFJDWC, and their officers, directors, agents, managers, family and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of the CONTRACTOR or its officers, directors, agents, managers, or employees under this Contract or in the implementation of the project.

NFJDWC will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify CONTRACTOR, and their officers, directors, agents, managers, family and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of the NFJDWC or its officers, directors, agents, managers, or employees under this Contract or in the implementation of the project.

**K. Compliance With Applicable Laws:**

CONTRACTOR agrees to comply with all federal, state, county and local laws, ordinances and regulations applicable to this Contract. Documentation of federal, state, county and local laws, ordinances and regulations will be made available to CONTRACTOR.

**L. Insurance:**

CONTRACTOR shall secure at its expense and keep in effect during the term of this CONTRACT Workers Compensation as required by the State of Oregon and comprehensive general liability insurance with extended coverage endorsement from an insurance company authorized to do business in the State of Oregon. The limits shall be not less than *one million dollars (\$1,000,000.00) per occurrence with a two million dollars (\$2,000,000) aggregate coverage.* The liability insurance coverage required for performance of this CONTRACT shall include the NFJDWC, its officers, directors, agents, managers, and employees as named Additional Insured. Certificate of insurance will be delivered to the NFJDWC by start of operations.

**THIS CONTRACT, INCLUDING ALL MATERIALS INCORPORATED BY REFERENCE, CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES ON THIS SUBJECT. THERE ARE NO UNDERSTANDINGS, CONTRACTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HERE REGARDING THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF THE NFJDWC TO ENFORCE ANY PROVISION OF THIS CONTRACT SHALL NOT CONSTITUTE A WAIVER BY THE NFJDWC OF THAT OR ANY OTHER PROVISION. CONTRACTOR, BY EXECUTING THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, CONTRACTOR and NFJDWC have executed this Contract.

**CONTRACTOR**

**North Fork John Day Watershed Council**

\_\_\_\_\_  
Name (Print)

Kristen Walz  
\_\_\_\_\_  
Executive Director (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Exhibit A: Scope of Services to be Provided by CONTRACTOR**

This Contract is entered into to accomplish the following tasks for the following purposes:

**Scope of Work**

**Cost is not to exceed [\[XXX,XXX\]](#).**

**IRONWORKER**

Zone 1 (Base Rate): **43.82** **33.98**

Zone Differential for Ironworker – Add to Basic Hourly Rate

- Zone 2: **6.88/hr.** or \$55.00 maximum per day
- Zone 3: **10.00/hr.** or \$80.00 maximum per day
- Zone 4: **12.50/hr.** or \$100.00 maximum per day

- Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.
- Zone 2: More than 46 miles, but less than 60 miles.
- Zone 3: More than 61 miles, but less than 100 miles.
- Zone 4: More than 100 miles.

**Note:** Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and computed from the city hall or dispatch center of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford          Portland

**LABORER**

Zone A (Base Rate):

<b>Group 1</b>	<b>36.11</b>	<b>16.80</b>
<b>Group 2</b>	<b>37.41</b>	<b>16.80</b>
<b>Group 3 (Flagger)</b>	<b>31.39</b>	<b>16.80</b>
<b>Group 4 (Landscape Laborer)</b>	<b>25.01</b>	<b>16.80</b>

Zone Differential for Laborers Add to Zone A Base Rate

- Zone B: **.85** per hour
- Zone C: **1.25** per hour
- Zone D: **2.00** per hour
- Zone E: **4.00** per hour
- Zone F: **5.00** per hour

- Zone A: Projects located within 30 miles of city hall in the reference cities listed.
- Zone B: More than 30 miles but less than 40 miles.
- Zone C: More than 40 miles but less than 50 miles.
- Zone D: More than 50 miles but less than 80 miles.
- Zone E: More than 80 miles but less than 100 miles.
- Zone F: More than 100 miles.

Reference Cities for Laborer

Albany	Burns	Hermiston	Roseburg
Astoria	Coos Bay	Klamath Falls	Salem
Baker City	Eugene	Medford	The Dalles
Bend	Grants Pass	Portland	

See More Information on Zone Differentials on Page 16.

**LABORER** (continued)

**Note:** All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Any Laborer working in Live Sewers shall receive forty dollars (\$40) per day in addition to their regular pay.

**LANDSCAPE LABORER/TECHNICIAN (Laborer Group 4)** **25.01** **16.80**

**LIMITED ENERGY ELECTRICIAN**

**Area 1** **35.05** **17.28**

Reference County

Malheur

*Pursuant to ORS 279C.815(2)(b), the Limited Energy Electrician Area 6 rate is the highest rate of wage among the collective bargaining agreements for Limited Energy Electrician Areas 1 and 6.*

**Area 2** **35.97** **16.88**

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

**Area 3** **40.52** **21.58**

Reference Counties

Benton	Curry	Lane	Linn
Coos	Douglas	Lincoln	

**Area 4** **40.34** **17.72**

Reference Counties

Deschutes    Jefferson  
Crook

Benton – <b>See Area 3 rate</b>	Linn – <b>See Area 3 rate</b>	Polk – <b>See Area 5 rate</b>
Lane – <b>See Area 3 rate</b>	Marion – <b>See Area 5 rate</b>	Yamhill – <b>See Area 5 rate</b>

**LIMITED ENERGY ELECTRICIAN** (continued)

**Area 5** **49.66** **25.03**

Reference Counties

Clackamas	Hood River	Polk	Wasco
Clatsop	Marion	Sherman	Washington
Columbia	Multnomah	Tillamook	Yamhill

**Area 6** **35.05** **17.28**

Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas – See Area 3 rate

**LINE CONSTRUCTOR**

**Area 1 (All Regions)**

Group 1	<b>67.80</b>	<b>25.20</b>
Group 2	<b>60.54</b>	<b>24.87</b>
Group 3	<b>35.58</b>	<b>15.44</b>
Group 4	<b>52.06</b>	<b>21.29</b>
Group 5	<b>45.41</b>	<b>18.09</b>
Group 6	<b>37.53</b>	<b>17.74</b>
Group 7	<b>20.71</b>	<b>12.56</b>

Reference Counties

All counties

*Pursuant to ORS 279C.815(2)(b), the Line Constructor Area 1 rate is the highest rate of wage among the collective bargaining agreements for Line Constructor Area 1 and Area 2.*

**MARBLE SETTER** **46.42** **24.92**

This trade is tendered by "Tile, Terrazzo, & Marble Finishers." Add \$1.00 per hour to base rate for refractory repair work.

**PAINTER & DRYWALL TAPER**

COMMERCIAL PAINTING	<b>33.50</b>	<b>15.06</b>
INDUSTRIAL PAINTING	<b>35.45</b>	<b>15.06</b>
BRIDGE PAINTING	<b>41.58</b>	<b>15.06</b>

Shift Differential for Painter

Add \$2.00/hour to base rate for entire shift if any hours are worked outside of 5:00 a.m. to 5:00 p.m.

DRYWALL TAPER <u>Zone A (Base Rate)</u>	<b>42.52</b>	<b>20.78</b>
--	--------------	--------------

Zone Differential for Drywall Taper – Add to Zone A Base Rate

- Zone B: **6.00** per hour
- Zone C: **9.00** per hour
- Zone D: **12.00** per hour

- Zone A: Projects located less than 61 miles from the respective city hall of the dispatch cities listed.
- Zone B: Projects located 61 miles to 80 miles.
- Zone C: Projects located 81 miles to 100 miles.
- Zone D: Projects located 101 miles or more.

Dispatch Cities for Drywall Taper

Albany	Bend	Grants Pass	Medford	Portland	Seaside
Astoria	Brookings	Hermiston	Newport	Reedsport	The Dalles
Baker	Coquille	Klamath Falls	North Bend	Roseburg	Tillamook
Bandon	Eugene	Kelso-Longview	Pendleton	Salem	Vancouver

Note: Zone pay is based on AAA Road Mileage.

**PLASTERER AND STUCCO MASON**

This trade is tended by “Tenders to Plasterers.”

<u>Zone A (Base Rate)</u>	<b>42.86</b>	<b>19.38</b>
---------------------------	--------------	--------------

Zone Differential for Plasterer and Stucco Mason – Add to Zone A Base Rate

- Zone B: **6.00** per hour
- Zone C: **9.00** per hour
- Zone D: **12.00** per hour

- Zone A: Projects located less than 61 miles from the respective city hall of the reference cities listed below.
- Zone B: Projects located 61 miles to 80 miles.
- Zone C: Projects located 81 miles to 100 miles.
- Zone D: Projects located 101 miles or more.

See More Information on Zone Differentials on Page 16

**PLASTERER AND STUCCO MASON** (Continued)

Reference Cities for Plasterer & Stucco Mason

Bend Eugene Medford Portland Seaside  
Coos Bay La Grande Newport Salem The Dalles

Add \$1.00 to base rate for swinging scaffold work.

Add \$2.00 to base rate for nozzle technicians on plastering machines.

**PLUMBER/PIPEFITTER/STEAMFITTER**

**Area 1** **37.50** **17.57**

Reference Counties

Harney Malheur  
Baker – **See Area 2 rates**

Zone Differential for Area 1 – Add to Base Rate

Zone 1: **2.50** per hour  
Zone 2: **3.50** per hour  
Zone 3: **5.00** per hour

**Zone mileage based on road miles:**

Zone 1: Forty (40) to fifty-five (55) miles from City Hall in Boise, Idaho.  
Zone 2: Fifty-five (55) to one hundred (100) miles from City Hall in Boise, Idaho.  
Zone 3: Over one hundred (100) miles from City Hall in Boise, Idaho.

Add \$2.21 to base rate if it is possible for worker to fall 30 ft. or more, or if required to wear a fresh-air mask or similar equipment for 2 hours or more.

**Area 2** **57.00** **35.51**

Reference Counties

Baker Grant Umatilla Wallowa  
Gilliam Morrow Union Wheeler

Zone Differential for Area 2 – Add to Base Rate

Zone 2: **10.62/hr.** not to exceed \$80.00 day.

**Zone mileage based on road miles:**

Zone 2: Eighty (80) miles or more from City Hall in Pasco, Washington.

Add \$1.00 to base rate in one-hour minimum increments if it is possible for worker to fall 35 ft. or more.

Add \$1.00 to base rate in one-hour minimum increments if worker is required to wear a mask in hazardous areas.

**Area 3**

54.92

35.00

Reference Counties

Benton	Deschutes	Lake	Sherman
Clackamas	Douglas	Lane	Tillamook
Clatsop	Hood River	Lincoln	Wasco
Columbia	Jackson	Linn	Washington
Coos	Jefferson	Marion	Yamhill
Crook	Josephine	Multnomah	
Curry	Klamath	Polk	

Gilliam – See Area 2 rate

Wheeler – See Area 2 rate

**POWER EQUIPMENT OPERATOR**

Zone 1 (Base Rate)

Group 1	56.66	16.90
Group 1A	58.82	16.90
Group 1B	60.98	16.90
Group 2	54.75	16.90
Group 3	53.60	16.90
Group 4	50.27	16.90
Group 5	49.03	16.90
Group 6	45.81	16.90

**POWER EQUIPMENT**

**ZONE 1**



**POWER EQUIPMENT OPERATOR** (continued)

Zone Pay Differential for Power Equipment Operator – Add to Zone 1 Base Rate

Zone 2: **3.00** per hour

Zone 3: **6.00** per hour

**For projects in the following metropolitan counties:**

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from Portland City Hall shall receive Zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

**Reference cities for projects in all remaining counties:**

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

(A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.

(C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

**Note:** All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Add \$10.00/hour hyperbaric pay for Group 4 Tunnel Boring Machine Mechanic.

Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment.

Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable.

Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.

**Note:** A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 245-3844



**POWER EQUIPMENT OPERATOR** (continued)

Shift Differential

**Two-Shift Operations:**

On a two-shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

**Three-Shift Operations:**

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

**ROOFER**

**Area 1**

**40.23**

**20.98**

Reference Counties

Baker	Deschutes	Morrow	Union
Clackamas	Gilliam	Multnomah	Wasco
Clatsop	Grant	Sherman	Wallowa
Columbia	Hood River	Tillamook	Washington
Crook	Jefferson	Umatilla	Wheeler

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials.

Add 10% to the base rate for handling fiberglass insulation.

**Area 2**

**35.05**

**18.85**

Reference Counties

Benton	Harney	Lake	Malheur
Coos	Jackson	Lane	Marion
Curry	Josephine	Lincoln	Polk
Douglas	Klamath	Linn	Yamhill

Crook – **See Area 1 rates**      Deschutes – **See Area 1 rates**

Add \$2.00 to the base rate for handling coal tar products.

Add \$1.50 to the base rate for handling fiberglass insulation.