

April 2025

REQUEST FOR QUOTE

For livestock fence

Sixmile Creek fence RFQ NFJDWC

Mandatory Bid Tour: April 18, 2025, at 10am

Quotes Due: April 29th, 2025, at 4pm

Quote Marked: Sixmile Creek: Fence installation

Contractor Selection: May 6, 2025

Project area is on private property. Location of bid tour meeting location is provided on map (44.92281, -119.17972). RSVP for bid tour by April 17th.

Submit one original quote via hard copy or email to:

Javan Bailey Restoration Program Manager North Fork John Day Watershed Council P.O. Box 444 Long Creek, OR 97856 Office: (541) 421-3018

javan@nfjdwc.org

This Request for Quote packet includes Appendix A (fence specifications), B (map), C (sample NFJDWC contract) and D (Quote form).

General Information

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.

Background of the Project

Tributaries to the Middle Fork John Day River (MFJD) provide miles of cool water habitat for juvenile Chinook salmon and steelhead, however, the lack of sufficient shade from riparian plants limits productivity for some of these tributaries. Instream work occurred in Sixmile Creek in the summer of 2024 in order to restore floodplain connectivity and improve habitat. This contract will install a modified livestock fence on private property to protect the floodplain from livestock grazing. Project is located at 44.91829, -119.19733, approximately 1.5 miles off of county road 15, and 5 miles from Ritter, OR. The west side fence has easy access from a road while the east side of the fence is across the creek on the hillslope.

Scope of Work

I. Contractor will perform the following tasks:

Project Description

Task 1: Install 6,690 feet of 4 wire livestock fence specified in Appendix A. Fence installation will include 3 wire gates and 3 6ft metal gates. This task must be completed by October 1, 2025.

Stipulations

- Contractor acknowledges they will be working in a sensitive riparian area and therefore least impact management practices will be followed.
- Contractor will consult with Council regarding current ground conditions and receive approval from Council prior to implementation.
- Creek crossings will be minimized and approved by Council prior to use.
- Ground disturbance shall be minimized and any ruts repaired by contractor.
- **II.** North Fork John Day Watershed Council will provide the following:
 - Timely responses to inquiries from the Contractor.

Additional Requirements

• Prior to work beginning, CONTRACTOR provide NFJDWC contact:

- 1) Appropriate insurance certificate, *showing NFJDWC as an additional insured*
- 2) Proof of Worker's Compensation coverage
- 3) Completed W-9
- Contractor **must submit itemized Prevailing Wage reports** with each invoice submitted to council for payment.
- Contractor will follow ODF fire restrictions and applicable OSHA standards in place during the contract period.
- Contractor must provide manufacturer letters for all iron and steel products that documents products were produced in America. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 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.

Project Management

Oversight and management of the contract activities and its fiscal administration will be provided by:

North Fork John Day Watershed Council Javan Bailey, Restoration Program Manager PO Box 444 Long Creek, OR 97856 (541) 421-3018 javan@nfjdwc.org

Basis for Selection

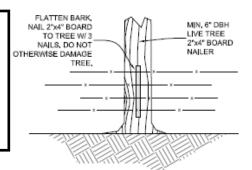
The North Fork John Day Watershed Council is a 501 c(3) non-profit organization and holds the right to accept or reject any quote based on internal standards and are not required to release those standards. Contractor will be selected based on "best overall value", including preference for local contractors.

Bid selection criteria is as follows:

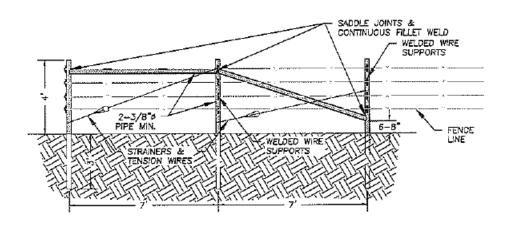
Cost = 95% (95/100 points) Located locally = 5% (5/100 points) Minimum qualifications= Yes/No

- Demonstrated capacity and experience installing livestock fence with welded braces in sensitive riparian areas. Projects described in references must demonstrate capacity and experience.
- Holds an Oregon CCB.

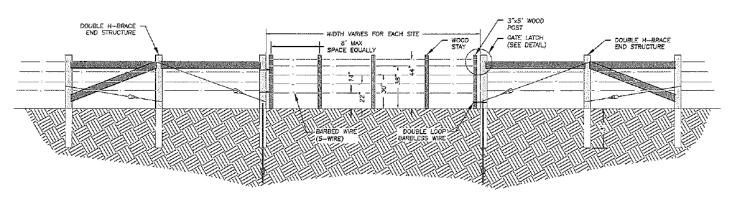
- T-post spacing can either be 16 ft with 2 stays or 12 feet with one stay.
- Inline post every 100 feet for stability
- 4 strand wire, smooth top and bottom, bottom wire 18" from ground, top wire 42"

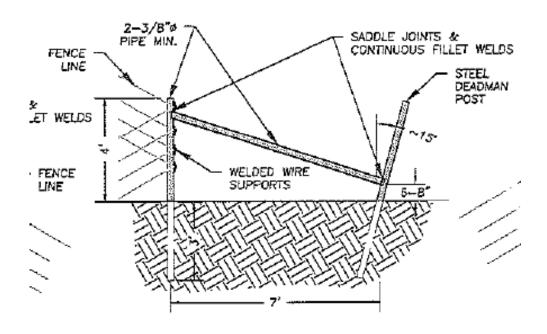


TREE NAILER

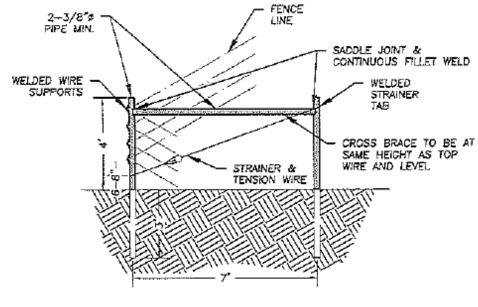


DOUBLE H-BRACE END STRUCTURE SCALE: N.T.S.

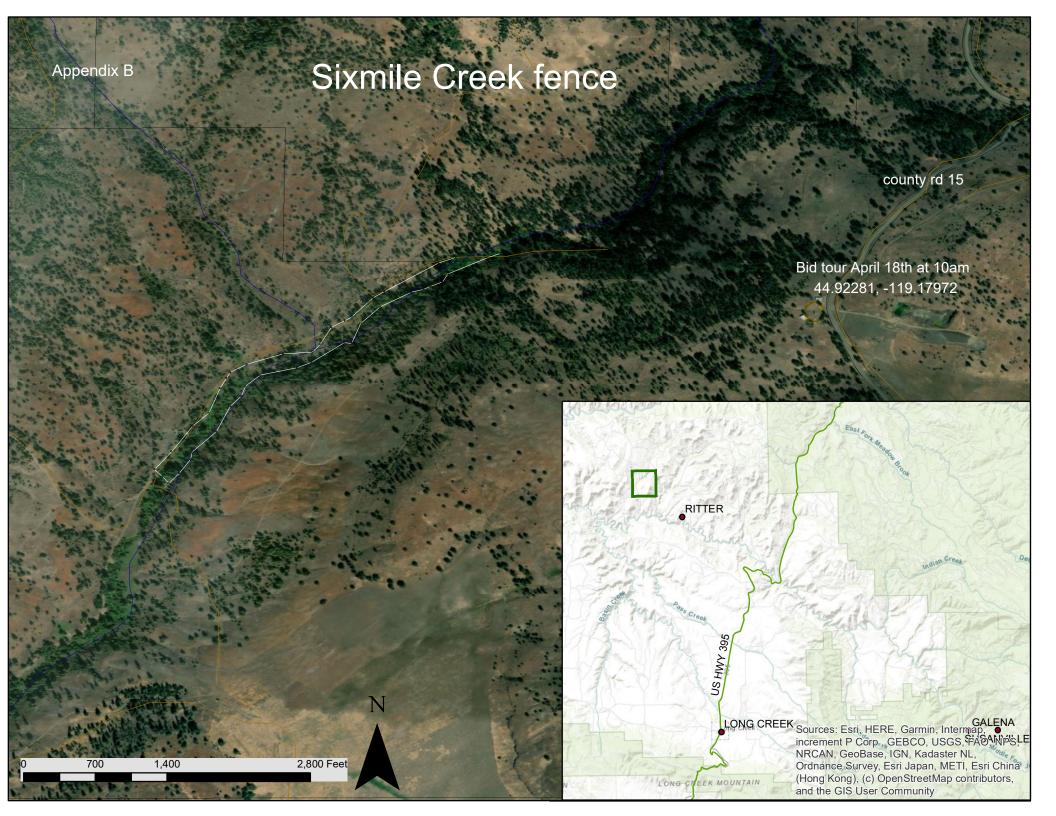


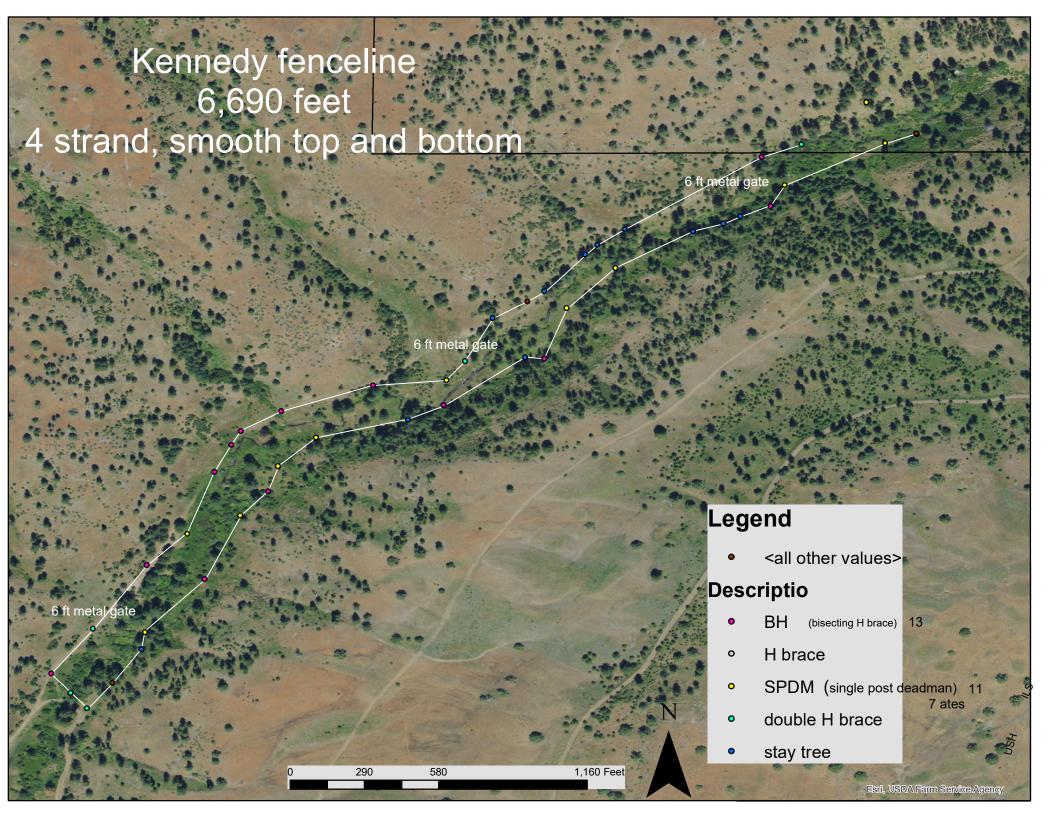


SINGLE POST DEADMAN STRUCTURE SCALE: N.T.S.



Elsecting H-Brace







Contract For: Livestock fence Project Name: <u>Sixmile Creek fence</u> Contract Number: <u>223-6024-23032-01</u>

Contract Total Amount: [\$XX,XXX.XX] Contract Completion Date: <u>December 31, 2025</u>]

Contractor: Project Sponsor:

[CONTRACTOR] North Fork John Day Watershed Council

[ADDRESS] P.O. Box 444

[CITY, STATE ZIP] Long Creek, OR 97856

[PHONE NUMBER] (541) 421-3018

<u>Representative:</u> <u>Representative:</u>

[CONTRACTOR REP NAME] Javan Bailey, Restoration program manager

[CONTRACTOR PHONE NUMBER] javan@nfjdwc.org

Kristen Walz, Executive Director

kristen@nfjdwc.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 October 1, 2025. CONTRACTOR and NFJDWC shall mutually agree upon the schedule of performance of CONTRACTOR'S services.

C. Location:

The project will occur in Grant county, Oregon:

On the Quinque Viri LLC property located in Township:07S, Range: 029E, Section: 35 Taxlot: 103, within the Sixmile 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 2 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 thirty days of receipt of invoice. The final 25% of the compensation will be paid within thirty 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@nfjdwc.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. <u>Termination:</u>

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. <u>Insurance</u>:

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)	<u>Kristen Walz</u> 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:

Project Description

Cost is not to exceed [\$XX,XXX].

Occupation and	Duchelium	/D:ffawaw	Hal Day
Occupation and	Premium	<i>/Differen</i>	Itiai Pay

Base Rate / Fringe Rate

39.11

17.30

Ap	pen	dix	E

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1	
--------	--

Mechanic **67.61 43.84**

Reference Counties

Baker Union Wallowa

Umatilla - See Area 2 rate

Area 2

Mechanic 67.89 43.87

Reference Counties

Benton	Deschutes	Jefferson	Malheur	Umatilla
Clackamas	Douglas	Josephine	Marion	Wasco
Clatsop	Gilliam	Klamath	Morrow	Washington
Columbia	Grant	Lake	Multnomah	Wheeler
Coos	Harney	Lane	Polk	Yamhill
Crook	Hood River	Lincoln	Sherman	
Curry	Jackson	Linn	Tillamook	

FENCE CONSTRUCTOR (NON-METAL)

FENCE ERECTOR (METAL) 39.11 17.30

GLAZIER 53.15 23.07

Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.

Add twenty percent (20%) to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.

Certified welders shall receive twenty percent (20%) above the base rate for actual time spent performing welding duties.

HAZARDOUS MATERIALS HANDLER	30.03	16.18

HIGHWAY/PARKING STRIPER 71.75 16.67