

REQUEST FOR QUOTE (RFQ)

BIG CREEK ENCLOSURES

MAY 2022

Bidder Timeline

Mandatory Bid Tour: May 19, 2022, 9am
Deadline for Clarifying Questions: May 23, 2022
Final Addenda Released: May 24, 2022
Bids Due/Opened: May 26, 2022, 4pm
Award Notification: June 2, 2022

Contract Timeline

Contract Negotiation: June 2-8, 2022
Contract Signing: June 2-8, 2022
Work Begins: mid-late June 2022
Work Completed: late October 2022

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

The North Fork John Day Watershed Council (hereinafter called COUNCIL) is seeking contracted services for the construction of two (2) buck and pole/hybrid exclosures along Big Creek, a tributary to the Middle Fork John Day River in Grant County. Work is to be completed no later than *November 2022*. Additional details are provided in the Scope of Work.

Instream or work dependent on instream work and associated work must be performed during the designated instream work period between **July 15 and August 15, 2022** with written notice to proceed from the COUNCIL.

A *mandatory* pre-bid site tour will take place on **May 19th at 9am** at the junction of Forest Service roads 2090 (Big Creek road) and 4560. Bidders must RSVP via email to javan@nfdwc.org or phone (541) 421-3018 by **May 18th**.

Individual bids will be received from qualified contractors by the COUNCIL at 691 Hwy 395 N (PO Box 444), Long Creek, OR 97856 until **May 26, 2022 at 4pm**.

As stipulated in the instructions to bidders, individual sealed envelopes and emails containing bids and supporting materials shall be marked **Big Creek Exclosures**.

Bids received after the established deadline may not be considered.

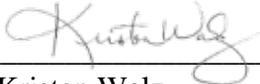
When a Contract is awarded at an amount lower than the funding available to support the Scope of Work, bidders acknowledge that the COUNCIL may increase CONTRACTOR services and contract compensation for additional services supporting the original Scope of Work.

The COUNCIL may reject any bid not in compliance with all prescribed bidding procedures and requirements, and reserves the right to reject for good cause any or all bids in whole or in part upon the finding of the COUNCIL that it is in the interest of the COUNCIL to do so, to waive irregularities not affecting substantial rights, and to postpone the award of the work as necessary for a period of time not to extend beyond thirty (30) days from the bid opening date. Bid prices quoted shall remain firm for a period of forty-five (45) days from the date of bid opening.

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.

On behalf of the bidder and proposed subcontractor(s), successful bidder must furnish at contract signing: valid W-9 Tax Form; Workers Compensation as required by the State of Oregon; and, proof of 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. All general liability certificates will name North Fork John Day Watershed Council as Additional Insured, as defined in the Contract.

North Fork John Day Watershed Council

By: 

Kristen Walz
Executive Director, Executive Director

Date: May 11, 2021

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 Big Creek Enclosures as defined in Appendix A and as directed by a COUNCIL REPRESENTATIVE on site.

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 23, 2022**. Bidder requests shall be received by email at info@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 info@nfjdw.org no later than **May 23, 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 info@nfjdw.org or (541) 421-3018, and must be received no later than **May 23, 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: ***Big Creek Exclosures***. Bids shall be submitted through one of the following: 1) post mail to P.O. Box 444, Long Creek, OR 97845, 2) email to info@nfjdw.org, or 3) **scheduled hand delivery** at 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 26, 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

Factors	Points Available
1. Cost [Lowest Responsive Bid/Bidder's Bid Amount] x 70	70
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]	25
3. Local	5
4. Required Deliverables	Pass/Fail
TOTAL	100

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

1: COST

Date: _____, 2022

North Fork John Day Watershed Council
691 Hwy 395 N.
Long Creek, Oregon 97856

Attention: Kristen Walz, Executive Director:

The undersigned bidder declares that bidder has carefully examined the site of proposed work and has made such investigations necessary to determine the character of material and conditions to be encountered to construct large woody debris structures. The Project Area is at the junction of Forest Service roads 2090 (Big Creek road) and 4560, approximately five miles up the 2090 road. The undersigned hereby proposes to furnish all equipment, labor, and tools incidental to completion of work and to perform all work to complete the project as directed by COUNCIL representatives on-site, the Bid Documents, conditions of the Contract and any Supplemental General Conditions, at the following prices calculated using:

1. 2,850 Feet Labor/materials for construction of buck and pole portion of exclosures

(Unit price per foot written out in words) (Per Foot) (Unit Price*Feet)

2. 1,070 Feet Labor/materials for construction of tension cable sections of exclosures

(Unit price per foot written out in words) (Per Foot) (Unit Price*Feet)

TOTAL EXTENDED AMOUNT _____
(Sum of all Item Totals)

2. BIDDER REFERENCES

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. (May attach additional sheet w/ descriptions of work completed)

1) Reference Company Name: _____

Company Contract Representative: _____

Contract Telephone: _____

Description of work completed w/ Reference Company: _____

2) Reference Company Name: _____

Company Contract Representative: _____

Contract Telephone: _____

Description of work completed w/ Reference Company: _____

3) Reference Company Name: _____

Company Contract Representative: _____

Contract Telephone: _____

Description of work completed w/ Reference Company: _____

3. SUBCONTRACTOR REFERENCES

Bidder account(s) of subcontractor qualifications and experience in the last 5 years, as related to the performance of the Scope of Work.

1) Subcontractor Business Name:

Bidder account of subcontractor qualifications and experience in the last 5 years as it relates to the RFQ Scope of Work:

2) Subcontractor Business Name:

Bidder account of subcontractor qualifications and experience in the last 5 years as it relates to the RFQ Scope of Work:

3) Subcontractor Business Name:

Bidder account of subcontractor qualifications and experience in the last 5 years as it relates to the RFQ 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 in July 2022 and be completed by the end of October 2022. Any work that requires stream crossings with equipment must be completed between July 15-August 15, 2022. Fire hazard and weather conditions may require adjustment of the start date and could possibly interrupt, delay or extend construction activities.

It is understood that time is of the essence in the execution of the Contract. In order to assure the success of this project, the completion date designated herein may be a prime consideration in the award of the Contract. **Instream work must be completed within a thirty-two (32) calendar day-window: (July 15 – August 15, 2022). Work outside of the riparian zone may be completed after the conclusion of the instream window, which ends on August 15, 2022.**

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 this bid proposal form, the Bidder is acknowledging acceptance of and the intent to abide by the terms and conditions included as set forth in the bid documents.

BIDDER REGISTERED NAME:

ADDRESS: _____

STATE IN WHICH INCORPORATED: _____

BY: _____ (signature)

NAME/TITLE: _____ (please type or print)

DATE: _____ TELEPHONE: _____

End Bid Proposal

Appendix A: Scope of Work, Contract and Maps

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

Project Description

The North Fork John Day Watershed Council (hereinafter called COUNCIL) is seeking contracted services for the construction of two (2) buck and pole exclosures with tension cable modifications for the stream crossings along Big Creek near Galena, Oregon, to be completed no later than *October 31, 2022*. The dimensions of the exclosures are as follows though modifications may be made prior to contract signing.

EXCLOSURE ID	B&P NORTH (FT)	B&P SOUTH (FT)	TENSIONED CABLE UPSTREAM (FT)	TENSIONED CABLE DOWNSTREAM (FT)	# OF GATES	TOTAL PERIMETER (FT)
BIG CREEK UPPER	1280	870	120	332	2	2,602
BIG CREEK LOWER	350	340	338	281	2	1,309

COUNCIL RESPONSIBILITIES

- Flag all exclosure perimeters and gate locations.
- Coordinate with CONTRACTOR on timing of implementation dependent on ground conditions and the instream work progress in the vicinity of the exclosures.
- Approve turnbuckle hardware proposed by CONTRACTOR
- Respond in a timely manner to inquiries from CONTRACTOR.

CONTRACTOR RESPONSIBILITIES

- Follow exclosure specifications detailed in Appendix A (Tensioned cable specifications), B (Buck and Pole specifications). Upon agreement between CONTRACTOR and COUNCIL modifications may be made to designs.
- Provide all labor, materials and equipment necessary to construct exclosures. Any equipment costs should be reflected in the price for labor in the Bid Proposal.
- Ensure different sections of fencing type are tightly joined (Buck and pole to tension wire)

ADDITIONAL CONTRACTOR STIPULATIONS

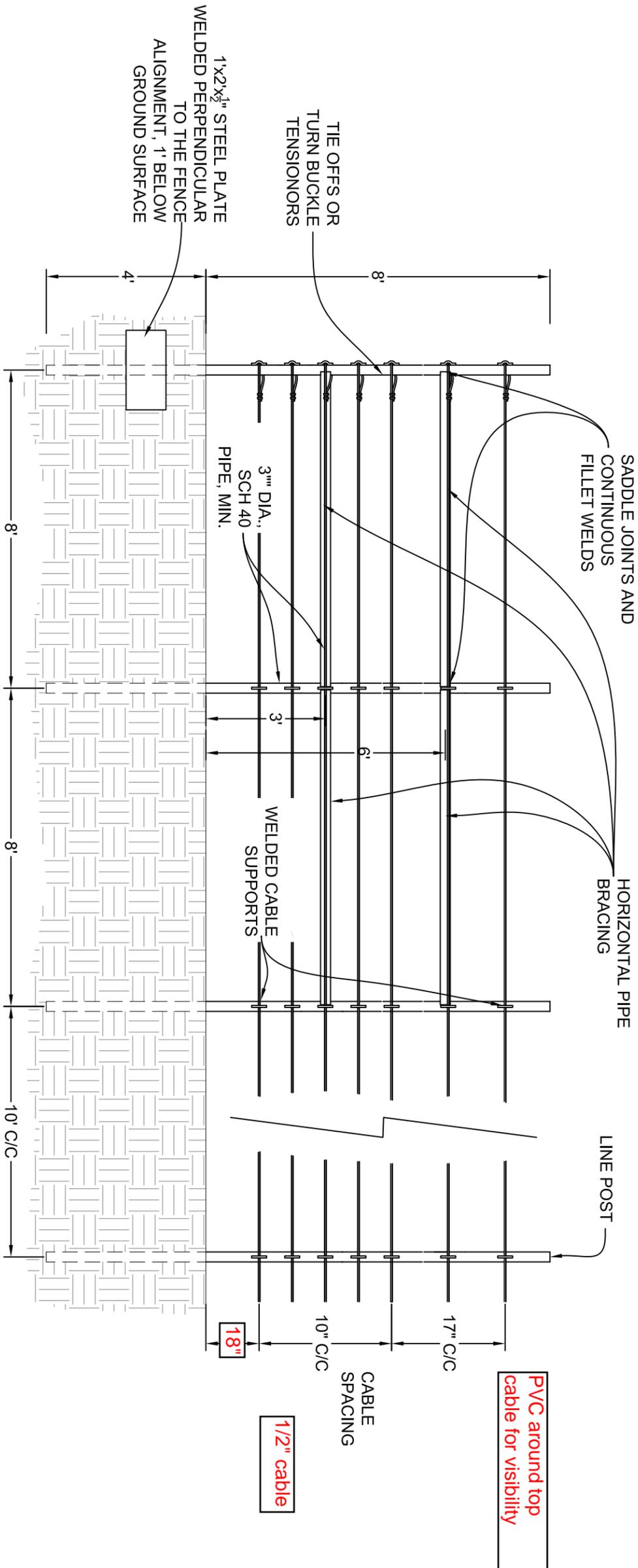
- CONTRACTOR acknowledges they will be working in a sensitive riparian area and therefore least impact management practices will be followed. CONTRACTOR will consult with COUNCIL regarding current ground conditions and receive approval from COUNCIL prior to implementation.
- CONTRACTOR will only be allowed to track equipment or materials across the creek from July 15- August 15, 2022 *and only* at pre-approved flagged locations.
- Upon prior approval, CONTRACTOR may utilize closed FS road 562 for access.
- CONTRACTOR acknowledges an instream restoration project is occurring at the same project location and will work with the COUNCIL to ensure there is no conflict between

the two projects.

- CONTRACTOR will clear any necessary access buffers along the fence line needed for enclosure construction.
- If CONTRACTOR deems breaching a livestock fence is necessary for access, CONTRACTOR will notify the COUNCIL. CONTRACTOR will fix fences they breach.
- Up to two pre-implementation on-site meetings may be required to provide information to CONTRACTOR.
- 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.

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 without approval exception between July 15-August 15, 2022.
- CONTRACTOR will follow USFS fire restrictions and applicable OSHA standards in place during the contract period.
- 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.



Line posts will not be driven into stream channels. Spacing between line posts may be adjusted.

PVC around top cable for visibility

1/2" cable

CABLE FENCE STRUCTURE DETAILS

NOTE: ALL STEEL FITTING AND WELDING MUST COMPLY WITH AMERICAN WELDING SOCIETY STANDARDS.

REVISIONS	BY

**CABLE FENCE CONSTRUCTION DETAILS
STEEL FENCE STRUCTURES**

GRANT SOIL AND WATER CONSERVATION DISTRICT
 721 S. CANYON BLVD.
 JOHN DAY, OREGON 97845
 (541) 575-0135
 DRAWING: FENCE-CONSTRUCTION-DETAILS.dwg

DATE: APR 2022
 SCALE: NTS
 DRAWN: JK
 CHECKED: KS
 SHEET #
 OF # SHEETS

Appendix B: Buck and Pole Specifications

Buck and Pole Fence

Construction Notes: Upright posts shall be 7' long x 5"-8" in diameter. Rails shall be 3"-5" in diameter, 12' long, and 12" apart. Back rail shall be 3"-5" in diameter, and placed between every other pair of bucks. Secure rails with spikes long enough to ensure 3" nail penetration into the post.

Figure 1

A-Frame Pattern consists of one sheet of $\frac{3}{4}$ " plywood with 2"x4" layout boards. Posts are placed on the boards, overlapping each other, and then the notches are cut.

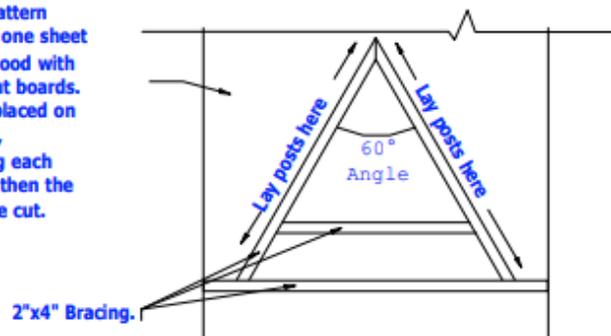


Figure 2

Notch both posts to a depth of $\frac{1}{3}$ the diameter of the post, at the point at which they cross. Posts shall fit together snugly



Figure 3

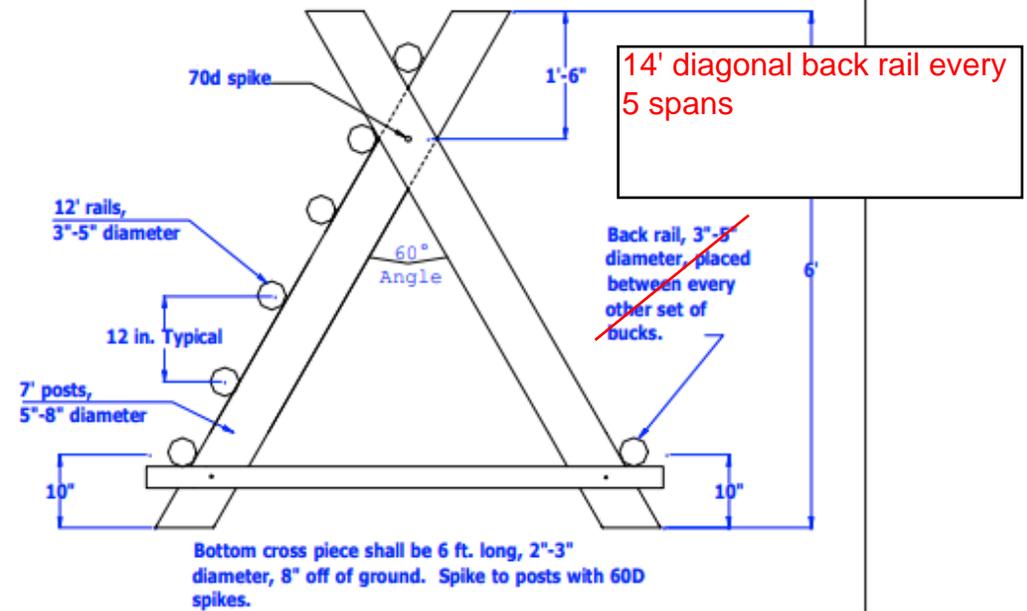
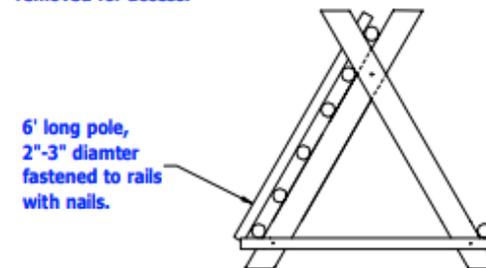
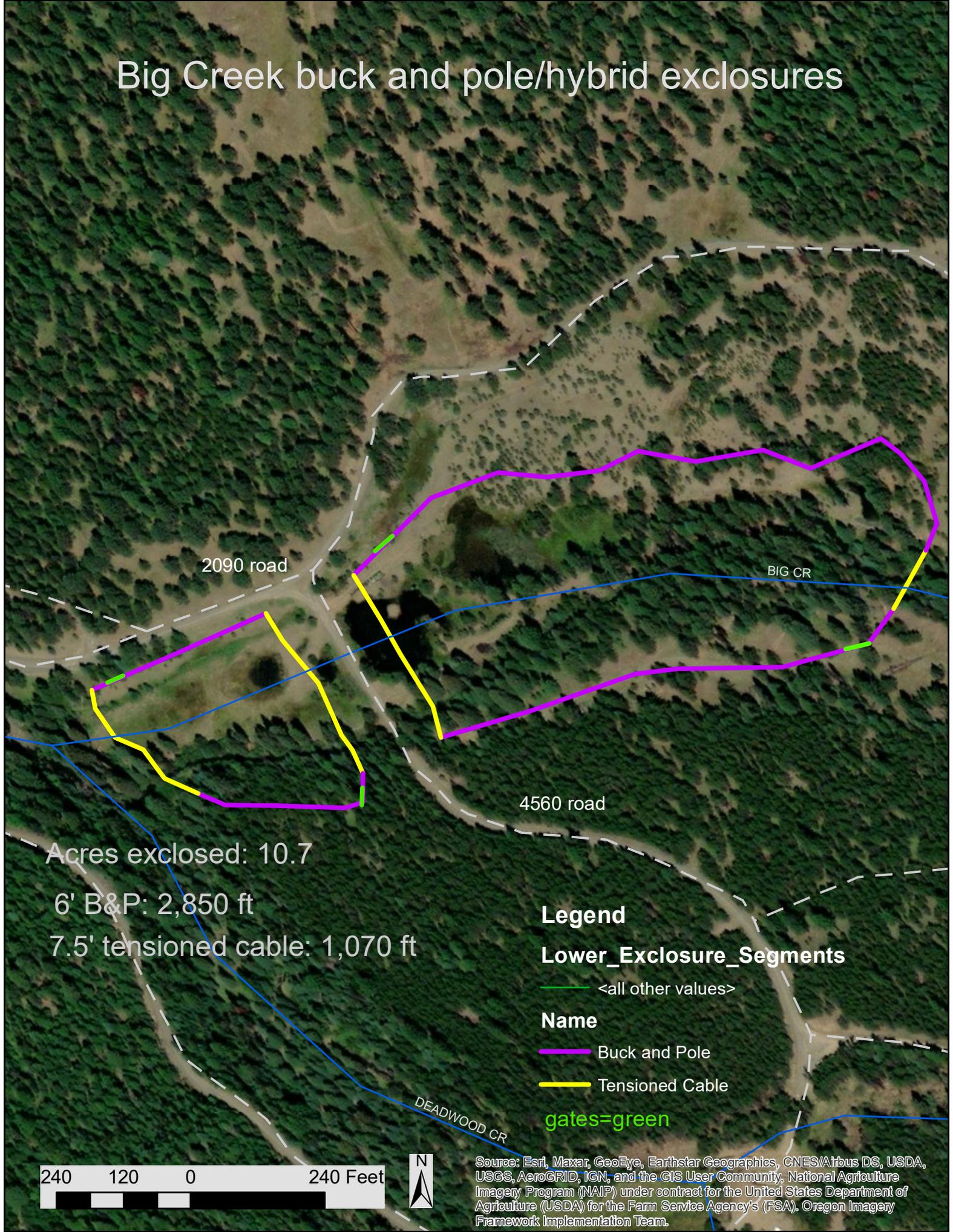


Figure 4

Construction Notes: For sliding gate, fasten 6' x 2"-3" holding poles to rails on adjacent bucks. Slide 12' long poles in between rails and holding poles. The gate poles can easily be slid out and removed for access.



Big Creek buck and pole/hybrid exclosures



2090 road

BIG CR

4560 road

Acres exclosed: 10.7

6' B&P: 2,850 ft

7.5' tensioned cable: 1,070 ft

Legend

Lower_Exclosure_Segments

— <all other values>

Name

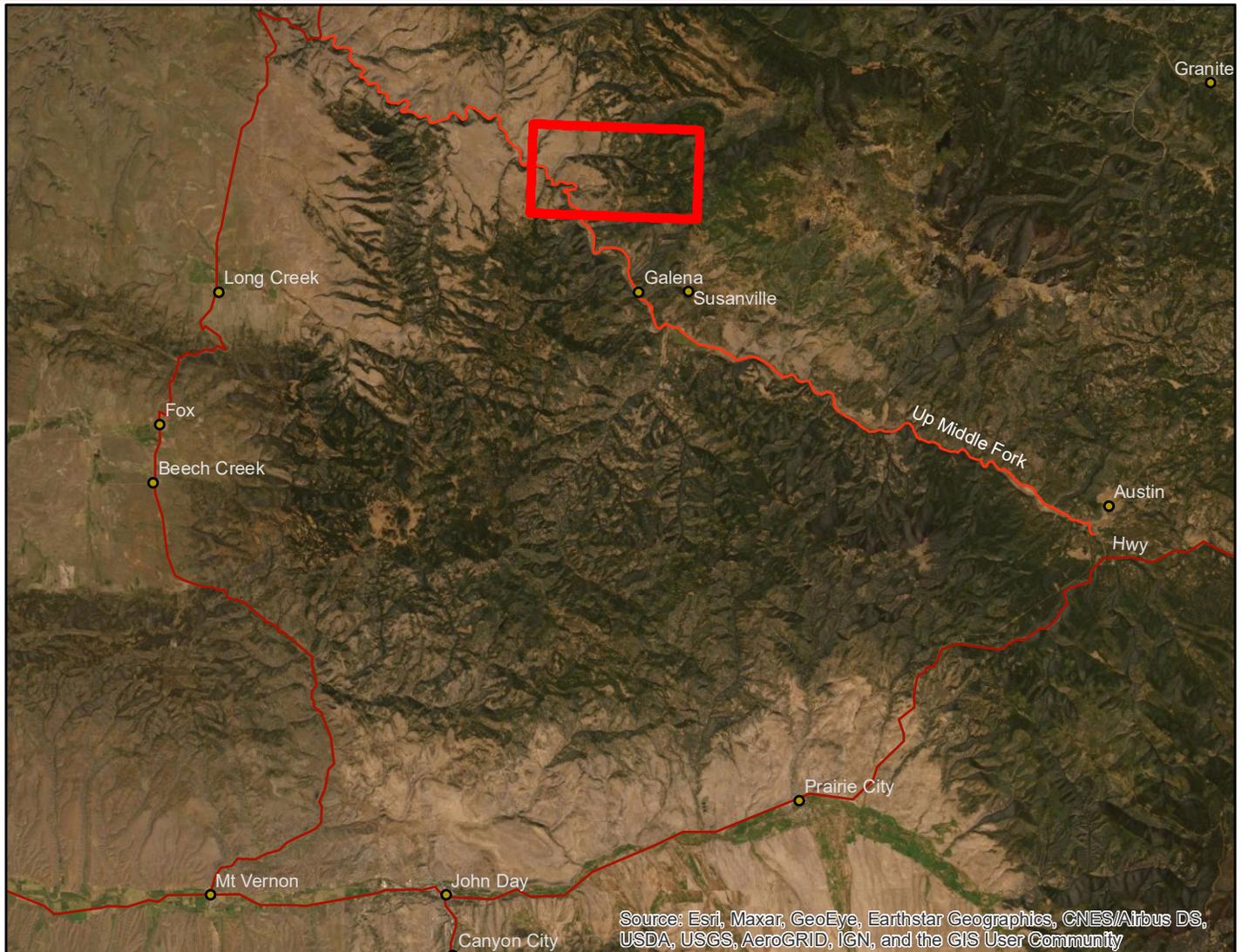
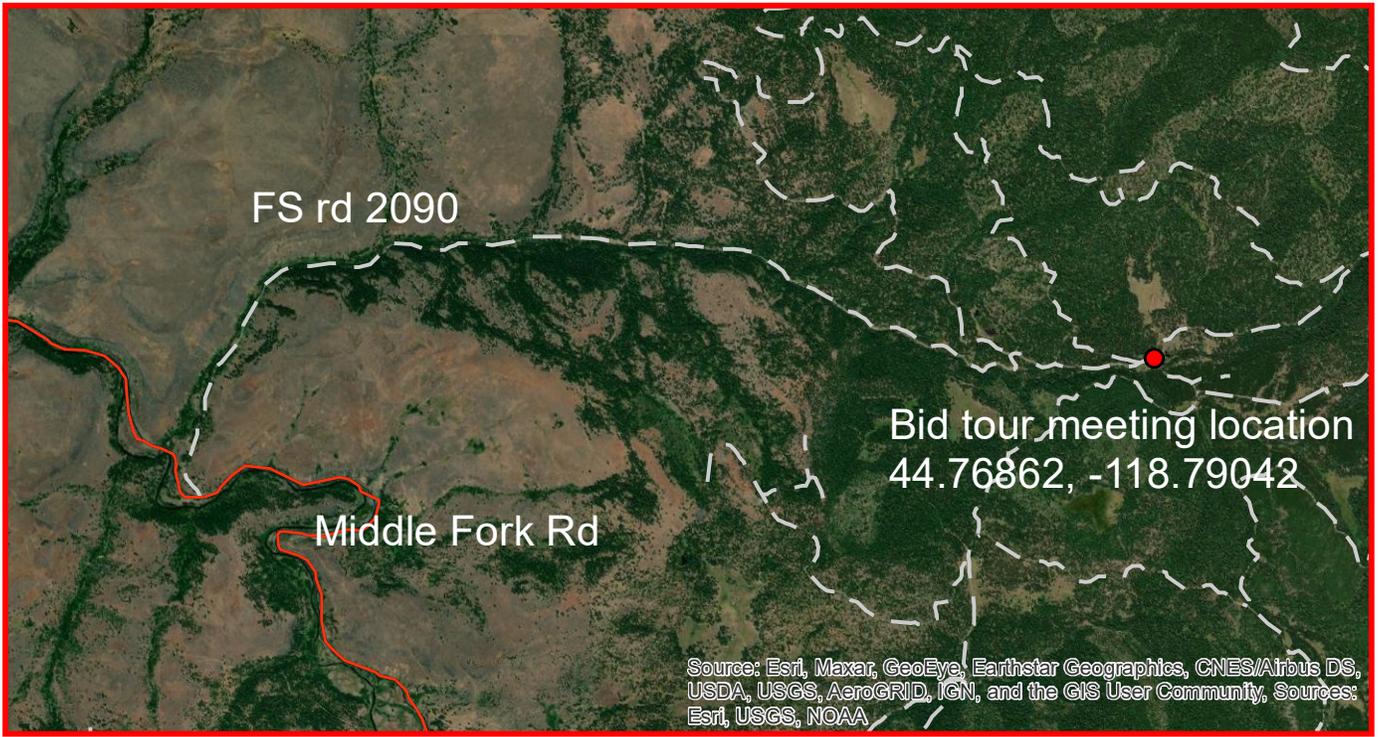
— Buck and Pole

— Tensioned Cable

gates=green



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, National Agriculture Imagery Program (NAIP) under contract for the United States Department of Agriculture (USDA) for the Farm Service Agency's (FSA). Oregon Imagery Framework Implementation Team.



Big Creek Exclosures Project Area, May 10th, 9am Bid tour, ~5 miles up Big Creek Rd (FS rd 2090), junction with FS rd 4560



Contract For: Exclosure build

Project Name: Big Creek Exclosures

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 Project 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, “COUNCIL” 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 Work), Exhibit B (Additional Requirements), Exhibit C (RFQ).

STATEMENT OF WORK

A. Performance:

CONTRACTOR agrees to perform the work under this Contract as described in Exhibit A: Scope of Work and Big Creek Exclosures RFQ and any Addenda 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 November 15, 2022 (unless otherwise agreed upon by CONTRACTOR and COUNCIL). CONTRACTOR and COUNCIL shall mutually agree upon the schedule of performance of CONTRACTOR’S services.

C. Location:

The project will occur in Grant County:
On the Big Creek located on USDA Forest Service property located in Township/Range/Section: 009S 033E 19.
Taxlot: 100, within the Middle Fork of the John Day River 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 Work.

E. Compensation:

This Contract is awarded per winning bid in the amount of **\$XXX,XXX.XX** and shall not exceed that total amount without mutual written consent of CONTRACTOR and COUNCIL. CONTRACTOR shall invoice COUNCIL up until such time as 75% of the cost of the Contract has been met.

COUNCIL 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 Work 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 or electronically to info@nfjdw.org.

F. Assignment:

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

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; including CONTRACTOR Prevailing Wage compliance.
4. If any license or certification required by law or regulation to be held by CONTRACTOR or its subcontractors, 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 COUNCIL 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 COUNCIL 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, its subcontractors, agents and employees will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify the COUNCIL, 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, its subcontractors, agents or employees under this Contract or in the implementation of the project.

COUNCIL will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify CONTRACTOR, its subcontractors, agents 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 COUNCIL or its officers, directors, agents, managers, or employees under this Contract or in the implementation of the project.

K. Compliance With Applicable Laws:

CONTRACTOR and its subcontractors, agents and employees 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 upon request.

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.

L. Insurance:

CONTRACTOR and subcontractors 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 carried by the Contractor and its subcontractors, and required for performance of this CONTRACT shall include the COUNCIL, its officers, directors, agents, manager and employees as named Additional Insured. Certificate of insurance will be delivered to the COUNCIL 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 COUNCIL TO ENFORCE ANY PROVISION OF THIS CONTRACT SHALL NOT CONSTITUTE A WAIVER BY THE COUNCIL 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 COUNCIL have executed this Contract.

CONTRACTOR

North Fork John Day Watershed Council

Name (Print)

Executive Director (Print)

Signature

Signature

Date

Date

Exhibit A: Scope of Work to be Provided by CONTRACTOR

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

Total cost is not to exceed [\[\\$XX,XXX\]](#). Hours invoiced must be corroborated by USFS or COUNCIL representatives.

LABORERZone A (Base Rate):

Group 1	33.48	16.05
Group 2	34.71	16.05
Group 3 (Flagger)	29.04	16.05
Group 4	23.04	16.05

See Laborer Hazardous Waste Removal Differential and Zone Differential page 15.

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

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at (971) 353-2416.

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	

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).