

REQUEST FOR PROPOSALS (RFP)

CAMP CREEK SEED COLLECTION

Seed collection

APRIL 2024

Bidder Timeline

Deadline for Clarifying Questions: May 02, 2024

Final Addenda Released: May 06, 2024

Bids Due/Opened: May 13, 2024, 4pm

Award Notification: May 20, 2024

Contract Timeline

Contract Negotiation: May 13-20, 2024

Contract Signing: May 13-20, 2024

Work Begins: June 1, 2024

Work Completed: November 1, 2025

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.

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 will occur in Camp Creek reach 1 in the summer of 2024 in order to restore floodplain connectivity and improve habitat. The goal of this contract is to provide materials to seed/plant the restoration area in such a way that encourages forb diversity to flourish through seeding. The deliverables are processed seeds and plant material.

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 Seed Collection 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. 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 RFP.
- B. 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.
- C. 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 02, 2024**. Bidder requests shall be received by email at javan@nfjdw.org or by calling (541) 421-3018.

- D. 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 no later than **May 02, 2024**. 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 or (541) 421-3018 and must be received no later than **May 02, 2024**.

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 Seed Collection***. 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, 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 13, 2024** at 4pm.

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

Proposal Components (pass/fail): Proposal will be rejected if it does not contain the mandatory information identified in the Scope of Work.

Proposal Suitability (up to 20 points): Quality and clarity of the approach that will be used to successfully complete the Scope of Work

Demonstrated Experience and Success (up to 20 points): Staff expertise, qualifications, and past performance as they apply to the Scope of work.

Cost and Value (up to 55 points): Assessment of budget and expense costs considering the estimated amount of services requested, industry standards/market rates, and the experience of reviewers.

Local (0 or 5 points): a contractor with its primary place of business in Grant, Umatilla, Wheeler, Morrow, Gilliam, Sherman, Harney, Baker, Wallowa, Union, or Malheur counties.

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 (3-4 pages)
 - a. Qualifications and experience
 - i. Company background 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 experience and success plant identification and seed collection.
 - b. Method of Task Completion and Timeline
 - i. Describe how the tasks called for in the RFP will be carried out including proposed methods and approach, and necessary preparation meetings or information gathering that would occur prior to each task.
- 2) Budget (1-2 pages)
 - a. Provide a project budget that details hours and rates for each primary team member to complete the proposal tasks and travel.
 - b. Budget should be broken out by task
 - c. Seed collection should be broken down by price per ounce of seed collected
- 3) References (1 page)
 - a. Provide information regarding up to three relevant seed collection and/or grow out efforts that you have led, along with a reference for each effort. Include contact information (names, physical and email addresses, phone numbers)

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.

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.

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 a signed bid 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.

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:

Scope of Work

I. Contractor will perform the following tasks:

Task 1: Collect forb seeds in summer 2024 from nearby areas that are found in the appropriate seed zone for Camp Creek Reach 1 (see seed map). Contractor will be provided spatial coordinates of locations for seed collections, along with potential species present, but contractor should also opportunistically collect seed where appropriate. All collected seed should be labeled with the date, species and specific location where collected.

Task 2: Process collected seed and store appropriately. Contractor should have the knowledge/expertise on how to properly process and store each species.

Task 3: Collect seed for shrubs and trees in summer and fall 2024 from nearby areas that are found in the appropriate planting zone for Camp Creek Reach 1. Contractor will be provided spatial coordinates of locations for materials collections, along with potential species present, but contractor should also opportunistically collect material where appropriate. All collected materials should be labeled with the date, species and specific location where collected.

Task 4: Post-collection, provide an updated spreadsheet containing collection location data (latitude/longitude) and species collected at each location.

Task 5: Create seed mixes from collected seed based on conversations with the NFJDWC. Seed mixes should contain appropriate ratios of species based on seed size, viability, and preferred growing location.

Task 6: Deliver plant materials to the USFS compound (150 Government Rd. John Day, OR 97845). One delivery in October 2024 and one delivery in October 2025.

Stipulations

- Contractor will comply with best practices for sustainable seed collection and harvest no more than 50 percent of a given patch. Collection methods should encourage genetic diversity.
- Collection plants should appear healthy and vigorous and not show any signs of disease.
- All collected materials will be from native species.
- Contractor will ensure that they do not trespass or collect seed on any private property.
- Due to cattle grazing on the Malheur National Forest, it is pertinent the contractor mobilize quickly for seed collection once they have been notified the seeds have matured.
- Contractor will comply in a timely manner with requests from NFJDWC to provide progress reports of seed collection and plant conditions (up to five reports during contract period).

- Quantities of seed collected may vary based on price and availability

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

- Spatial and temporal information concerning seed collection through a separate, local contractor. An initial map of collection locations will be provided by May 24th, 2024, with additional collection areas shared as identified (~50 total). The earliest seed collection may occur in early June. During June-September, our local contractor will be visiting collection sites one to two days a week in order to assess seed maturation.
- Timely responses to inquiries from the Contractor.

Table 1. Sedges/rushes.

Species	common name	collection location	timing of collection	ounces	price per ounce
Carex nudata	torrent sedge			6	
Carex utricula	beaked sedge			4	
C. nebransis				4	
Juncus ssp	rushes, identify by species, natives only			3	
Juncus ssp	rushes, identify by species, natives only			3	
Juncus ssp	rushes, identify by species, natives only			3	

Table 2. Trees/shrubs. Seeds or cuttings should be utilized where most appropriate.

Species	common name	collection area	timing of collection	Material appropriate to grow the following number of plants	Lump sum
Ribes aureum	golden currant			100	
Ribes lacustre				100	
Ribes hudsonianum				100	
Ribes cereum	wax current			100	
Cornus sericea	red osier dogwood			100	
Sambucus nigra ssp. Cerulea	blue elderberry			200	
Prunus virginiana	choke cherry			250	
Populus tremuloides	aspen			250	
Amelanchier alnifolia	serviceberry			250	

Table 3. Forbs. Price per ounce is for processed seed provided. Amounts may vary based on seed availability and size.

Species	common name	collection area	timing of collection	ounces	price per ounce
<i>Achillea millefolium</i>	yarrow			1	
<i>Sidalcea</i>				2	
<i>Aquilegia formosa</i>	western columbine			2	
<i>Diplacus</i>	monkeyflower			2	
<i>Geranium oreganum</i>	geranium			2	
<i>Viola nephrophylla</i> , <i>glabella</i> , <i>macloskeyi</i> , <i>plaustris</i>	violets			2	
<i>Delphinium</i>	larkspur			2	
<i>Dodecatheon pulchellum</i>	shooting star			2	
<i>Allium pleianthum</i> (or <i>validum</i>)	riparian onion			2	
<i>Dichelostemma congestum</i>	ookow			2	
<i>Geum macrophyllum</i>				2	
<i>Triteleia hyacinthina</i>				2	
<i>Veronica americana</i>				2	
<i>Thalictrum occidentale</i>				2	
<i>Ranunculus occidentalis</i>	Western buttercup			2	
<i>Mimulus guttatus</i>	monkeyflower			2	
<i>Iris missouriensis</i>				2	
<i>Lupinus polyphyllus</i>	lupine			2	
<i>Camassia quamash</i>	camas			2	
<i>Agastache urticifolia</i>	nettleleaf horsemint			2	
<i>Senecio triangularis</i>	arrowleaf ragwort			2	
<i>Senecio serra</i>	tall ragwort			2	

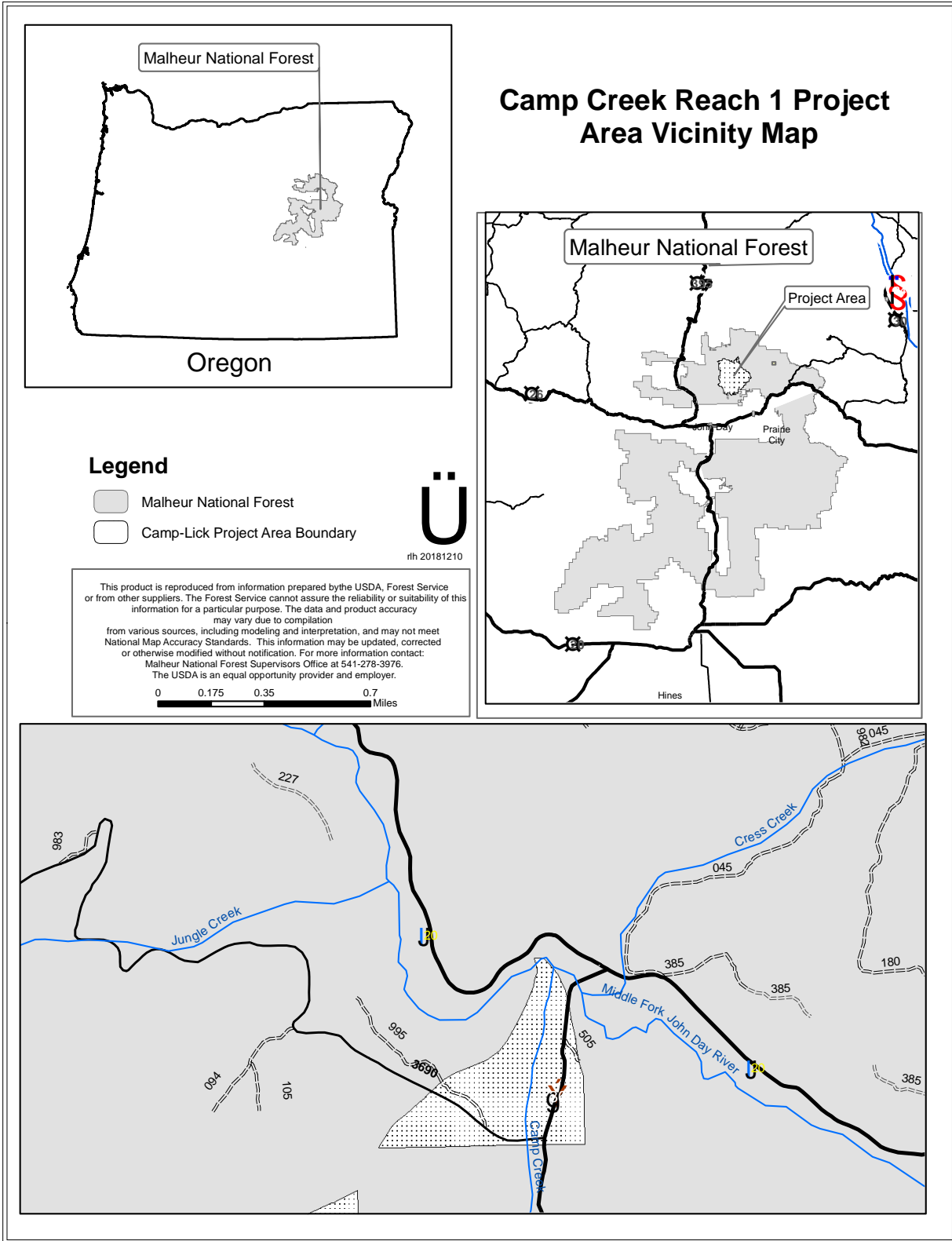
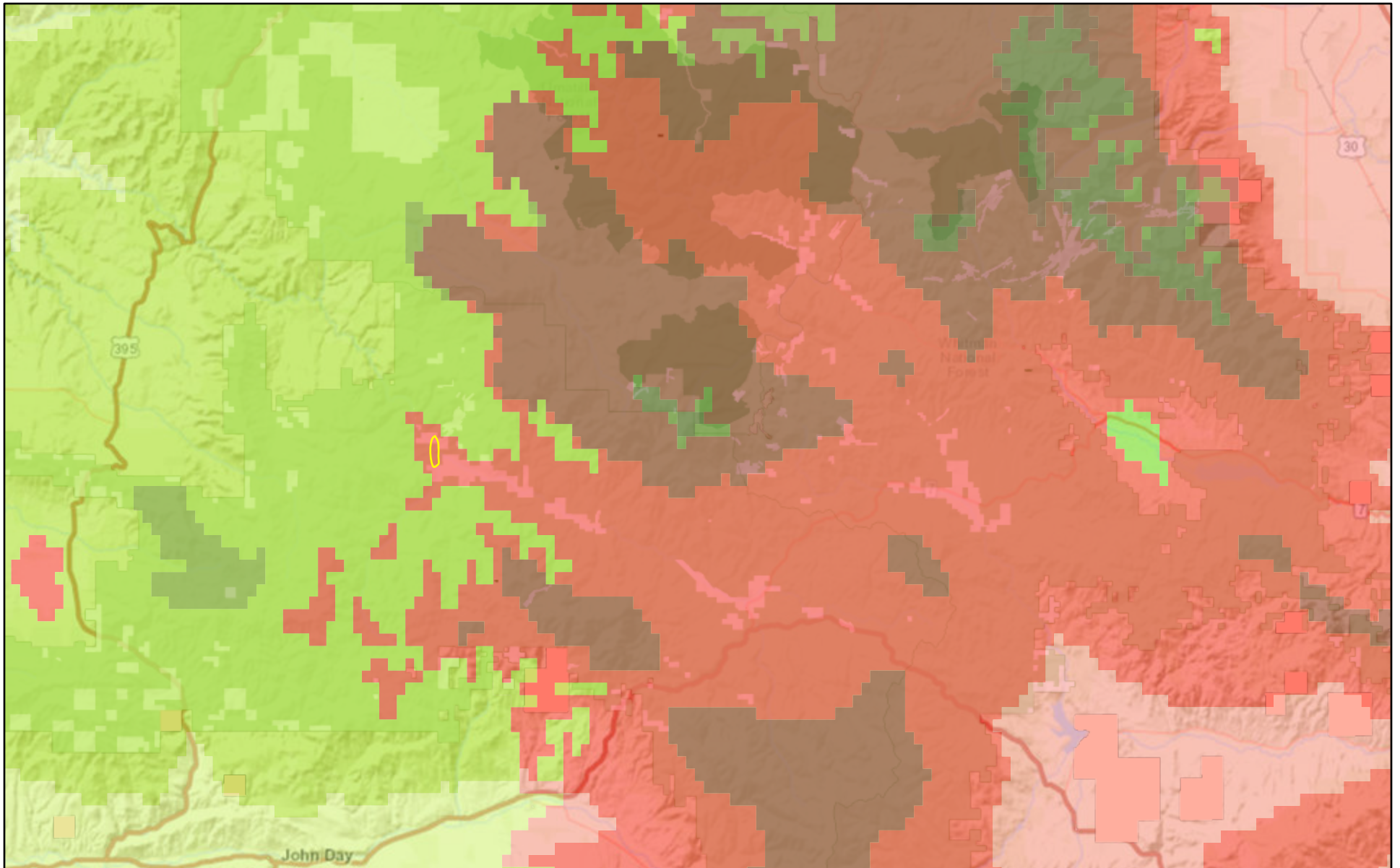


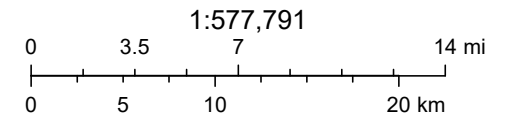
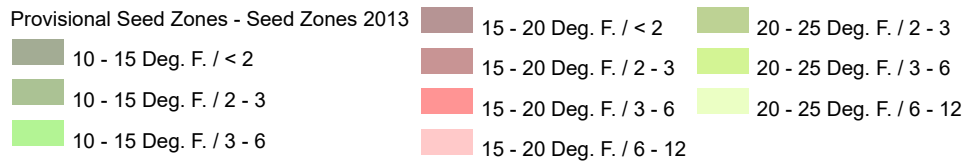
Figure 1 Vicinity map for Camp creek reach 1 project. Jungle and Gibb creek are approximately 1 mile from project area.

Camp Creek seed zone



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Provisional Seed Zones - Seed Zones 2013



The USDA Forest Service makes no warranty, expressed or implied, including the warranties of merchantability and fitness for a particular purpose.

Web AppBuilder for ArcGIS

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Contract For: Seed Collection and Grow Out
Project Name: Camp Creek Seed Collection
Contract Number: XXXXXXX

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

Contract Completion Date: [MONTH, DATE, YEAR]

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 [MONTH, DATE, YEAR]. CONTRACTOR and NFJDWC shall mutually agree upon the schedule of performance of CONTRACTOR’S services.

C. Location:

The project will occur in [COUNTY, OREGON]:

On the [PROPERTY NAME, LANDOWNERSHIP] located in Township: [XX], Range: [XX], Section: [XX]

Taxlot: [XX], within the [WATERSHED AND/OR SUBWATERSHED].

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 [X 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@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

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 1-9
- Contractor will follow USFS fire restrictions and applicable OSHA standards in place during the contract period.

Cost is not to exceed [XXX,XXX].