

REQUEST FOR PROPOSAL (RFP)

CAMP CREEK PLANT INSTALLATION

Plant Installation

JULY 2021

Bidder Timeline

No Bid Tour

Deadline for Clarifying Questions: August 10, 2021

Final Addenda Released: August 12, 2021

Bids Due/Opened: August 17, 2021, 3pm

Award Notification: August 24, 2021

Contract Timeline

Contract Negotiation: August 24-31, 2021

Contract Signing: August 24-31, 2021

Work Begins: mid-October 2021

Work Completed: early November 2021

NORTH FORK JOHN DAY WATERSHED COUNCIL

**Kristen Walz, Restoration Program Coordinator
Javan Bailey, Project Manager**

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

INVITATION TO BID

The North Fork John Day Watershed Council (hereinafter called COUNCIL) is seeking contracted services for the delivery and installation of ~9,000 rooted cottonwoods and willows to up to four locations along Camp Creek, a tributary to the Middle Fork John Day River, near Galena, Oregon, in Grant County. Plants will be installed within 6ft buck and pole exclosures as specified in Appendix A. Planting will occur between October 1-November 30, 2021, depending on weather conditions.

Machinery is only allowed to cross the stream during the designated instream work period between **July 15 and August 15, 2021, however, if necessary a stream crossing variance will be issued at specified locations for stream crossing outside of the instream window.**

There will not be a pre-bid site tour, however, contractors are encouraged to visit the locations provided on the map in order to fully understand the ground conditions.

Individual bids will be received from qualified contractors by the COUNCIL at 691 Hwy 395 N (PO Box 444), Long Creek, OR 97856 until **3:00 PM August 17, 2021.**

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

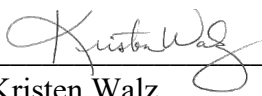
Bids received after the established deadline may not be considered.

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.

Bid must contain the Bidder's Oregon Construction Contractors Board Registration Number. 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
Restoration Program Coordinator

Date: July 12, 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. 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.
- C. 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.
- D. 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 North Fork John Day Watershed Council (herein called "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 Plant Installation as defined in Appendix A.

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 RFP.
- 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 August 10, 2021**. Bidder requests shall be received by email at 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 no later than

August 10, 2021. 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 Bailey at javan@nfjdw.org or (541) 421-3018, and must be received no later than **August 10, 2021.**

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 Plant Installation, Attn: Javan Bailey.** 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 **August 17, 2021 at 3pm** 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

A. EVALUATION POINT SUMMARY

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.

<i>Camp Creek Plant Installation Scoring Table</i>				
Cost (65 points):				Score
[Lowest Responsive Bid/Bidder's Bid Amount*] x 60 (0-60) *Bid Amount will be calculated by dividing the total project cost by the total number of plants installed				
Contractor/Subcontractor Qualifications and Experience (20 points):	Reviewer 1	Reviewer 2	Reviewer 3	Average
Relevance of described work experience and qualifications to project				
Designs (5 points):	Reviewer 1	Reviewer 2	Reviewer 3	Average
Detailed plant installation strategy provides enough information to meet the Scope of Work (5)				
Contractor/Subcontractor References (6 points):				Score
Reference 1 (0-2)				
Reference 2 (0-2)				
Reference 3 (0-2)				
Local Preference (4 points):				Total Score
Local Contractor (Yes=4 pts or No=0 pts)				
Total Score (out of 100)				

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. Cost (See Table 1)

The evaluation of each Bidder's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{Bidder's Bid Amount}} \times \text{Available Award Points}$$

Where the Bid Amount is defined by the total cost divided by the number of plants to be installed.

2. Bidder & Subcontractor Qualifications and Experience (See Table 1)
Points will be awarded based on the thoroughness and clarity of the response, and the relevance of described work experience and qualifications specifically relating to plant installation with mechanized equipment in riparian areas.
3. Designs (See Table 1)
Points will be awarded based upon an evaluation of how well the planting method meets the objectives described in the Scope of Work.
4. Bidder & Subcontractor References (See Table 1)
Points will be awarded based upon an evaluation of the responses to a series of questions that will be asked of the Bidder references concerning the quality of the Bidder's services, the timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Bidder's overall performance.
5. Local Preference
Local is defined as the CONTRACTOR's business located in one of the following counties: Baker, Gilliam, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, or Wheeler.

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: _____, 2021

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

Attention: Kristen Walz, Restoration Program Coordinator:

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 during plant delivery and installation. The Project Area is approximately 7-9 miles south of the intersection of County Road 20 and Forest Road 36. 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 described in the Bid Documents, conditions of the Contract and any Supplemental General Conditions, at the following prices calculated using:

We have \$45,000 available for the project with the goal of installing 9,000 plants. Fill out the following bid items. The Total Extended Amount must be under \$45,000.

1. Cost for installing _____ (number of) plants

(Price per plant written out in words) (Per plant) (Number of plants*Unit Price)

2. Total cost for delivery of _____ (number of) plants

(Total cost of delivery written out in words) (Total cost of delivery)

TOTAL EXTENDED AMOUNT _____
(Sum of all Item Totals)

2: **QUALIFICATIONS**

Bidder shall provide evidence of experience conducting work relevant to the Scope of Work as well as any additional relevant qualifications. Bidder shall provide evidence relating to experience using mechanized equipment to install plants in riparian areas.

3: DESIGNS

Provide method of delivery and plant installation. Specifically describe the equipment and method used to install plants deep enough to remain in the water table year-round (~3ft deep in most places).

4: 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 as it relates to the RFP Scope of Work (*experience planting riparian areas with mechanized equipment*):

2) Reference Company Name: _____

Company Contract Representative: _____

Contract Telephone: _____

Description of work completed w/ Reference Company as it relates to the RFP Scope of Work (*experience planting riparian areas with mechanized equipment*):

3) Reference Company Name: _____

Company Contract Representative: _____

Contract Telephone: _____

Description of work completed w/ Reference Company as it relates to the RFP Scope of Work (*experience planting riparian areas with mechanized equipment*):

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 RFP Scope of Work:

2) Subcontractor Business Name:

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

3) Subcontractor Business Name:

Bidder account of subcontractor qualifications and experience in the last 5 years as it relates to the RFP 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 also agrees that CONTRACTOR will have equipment and qualified operators available as specified in the Contract and will expect to implement project between October 1, 2021- November 30, 2021. 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.

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.

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 CCB REGISTERED NAME:

ADDRESS: _____

STATE IN WHICH INCORPORATED: _____

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO: _____

EXPIRATION DATE: _____

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

Plant delivery and installation of ~9,000 plants in up to four 6ft buck and pole enclosures along Camp Creek.

CONTRACTOR will:

Task 1: Deliver the specified number of plants to up to four locations along Camp Creek (see map). Plants will be staged for pick-up at the Forest Service Compound (150 Government Rd, John Day, OR, 97845). Plants must be picked up at a pre-arranged time during business hours. Upon prior arrangement, the Forest Service will provide the services of a forklift at the Compound. Plants must be transported in a trailer or delivery truck that provides protection from wind during transport.

Task 2: Install the agreed upon number of plants at specified locations along Camp Creek. Plants are rooted cottonwoods and willows grown in 4"x4"x14" pots and housed containers with nine pots per container. Below are specifications for plant installation

- Plants will be installed after the beginning of the fall rainy season and before the winter snow (~mid-October to mid-November).
- Plants will be installed either 3ft deep or until the water table is reached. In cases where the water table is very near the surface, plants will be planted at a minimum of 16" depth.
- Because of the depth of planting required, mechanized equipment will be required for digging in most locations. Note: Soil conditions are rocky in many places along Camp Creek.
- Plants should be distributed throughout the plantable project area with a *concentration along stream banks and side channels*. Plantable areas are defined as areas where the water table is maintained at ~3ft deep or less throughout the year.
- Council will walk the project area with the Contractor to discuss plant locations.
- Holes should be dug and filled in such a way that minimizes impact on already establish vegetation, especially cottonwoods, willows, dogwoods, currents and sedges.
- All enclosure gates will remain closed except while passing through.

Enclosure Number	Latitude	Longitude	~Willows	~Cottonwoods
11	44.560952	-118.828789	500	500
12	44.565892	-118.841091	1000	750
13	44.568455	-118.846576	1250	500
14	44.583959	-118.870031	1500	3000

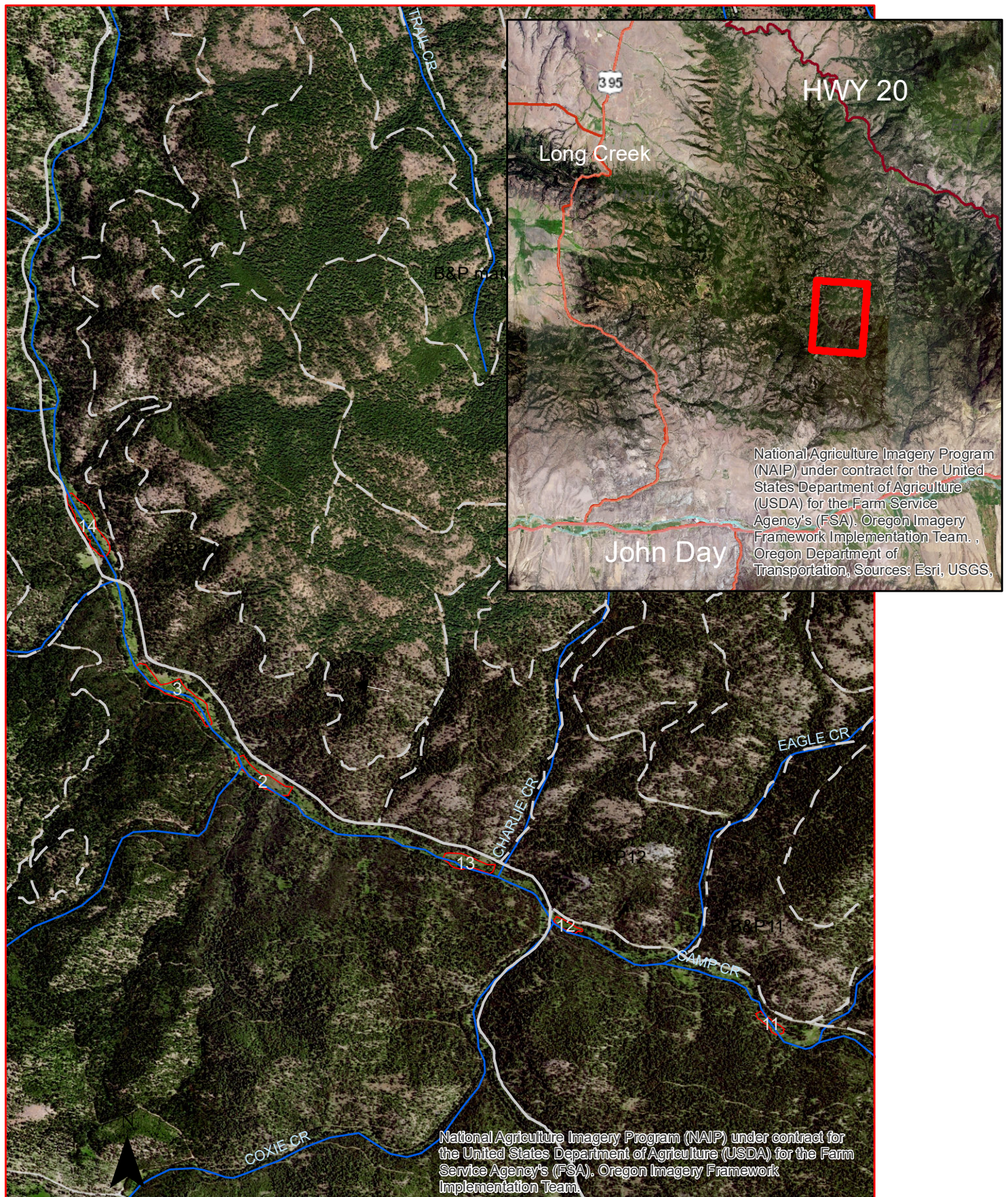
Task 3: Contractor will clean up all pots and containers. The 4"x4"x14" pots will be disposed of by the Contractor. The larger containers will be returned to the Forest Service Compound (150 Government Rd, John Day, OR, 97845).

COUNCIL will:

- Provide a map with approximate planting locations within each enclosure.
- Facilitate coordination between the Forest Service and Contractor for plant pick-up.
- Walk through project sites with Contractor to discuss desired outcomes such as plant density, plant location, and planting depth.

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
- Vehicles will only be allowed to cross the stream at designated crossings upon prior approval. Variance waiver may take up to two weeks for approval.
- CONTRACTOR will follow USFS fire restrictions and applicable OSHA standards in place during the contract period.
- 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.
- CONTRACTOR will be responsible for contacting Oregon Utility Notification Center at 811 prior to implementation.
- 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.



Camp Creek Plant Installation: Exclosures 11,12,13,14



Contract For: Plant Installation

Project Name: Camp Creek Plant Installation

Contract Number: XXXXXX

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

Valeen Madden, Executive Director

valeen@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 to be provided by CONTRACTOR), Exhibit B (Additional requirements), Exhibit C (RFP).

STATEMENT OF WORK

A. Performance:

CONTRACTOR agrees to perform the work under this Contract as described in Exhibit A: Scope of Work and Camp Creek Plant Installation RFP 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 30, 2021 (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 Camp Creek located on USDA Forest Service property located in Township/Range/Section: 011S 032E 28, 33, 34, 35. 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** and shall not exceed that total amount without mutual written consent of CONTRACTOR and COUNCIL. CONTRACTOR shall invoice COUNCIL no more than two times during Contract implementation, 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
- 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 javan@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.

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:

Project Description

Plant delivery and installation of ~9,000 plants in up to four 6ft buck and pole exclosures along Camp Creek.

CONTRACTOR will:

Task 1: Deliver the specified number of plants to up to four locations along Camp Creek (see map). Plants will be staged for pick-up at the Forest Service Compound (150 Government Rd, John Day, OR, 97845). Plants must be picked up at a pre-arranged time during business hours. Upon prior arrangement, the Forest Service will provide the services of a forklift at the Compound. Plants must be transported in a trailer or delivery truck that provides protection from wind during transport.

Task 2: Install the agreed upon number of plants at specified locations along Camp Creek. Plants are rooted cottonwoods and willows grown in 4"x4"x14" pots and housed containers with nine pots per container. Below are specifications for plant installation

- Plants will be installed after the beginning of the fall rainy season and before the winter snow (~mid-October to mid-November).
- Plants will be installed either 3ft deep or until the water table is reached. In cases where the water table is very near the surface, plants will be planted at a minimum of 16" depth.
- Because of the depth of planting required, mechanized equipment will be required for digging in most locations. Note: Soil conditions are rocky in many places along Camp Creek.
- Plants should be distributed throughout the plantable project area with a *concentration along stream banks and side channels*. Plantable areas are defined as areas where the water table is maintained at ~3ft deep or less throughout the year.
- Council will walk the project area with the Contractor to discuss plant locations.
- Holes should be dug and filled in such a way that minimizes impact on already establish vegetation, especially cottonwoods, willows, dogwoods, currents and sedges.
- All exclosure gates will remain closed except while passing through.

Exclosure Number	Latitude	Longitude	~Willows	~Cottonwoods
11	44.560952	-118.828789	500	500
12	44.565892	-118.841091	1000	750
13	44.568455	-118.846576	1250	500
14	44.583959	-118.870031	1500	3000

Task 3: Contractor will clean up all pots and containers. The 4"x4"x14" pots will be disposed of by the Contractor. The larger containers will be returned to the Forest Service Compound (150 Government Rd, John Day, OR, 97845).

COUNCIL will:

- Provide a map with approximate planting locations within each exclosure.
- Facilitate coordination between the Forest Service and Contractor for plant pick-up.
- Walk through project sites with Contractor to discuss desired outcomes such as plant density, plant

location, and planting depth.

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
- Vehicles will only be allowed to cross the stream at designated crossings upon prior approval. Variance waver may take up to two weeks for approval.
- CONTRACTOR will follow USFS fire restrictions and applicable OSHA standards in place during the contract period.
- 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.
- CONTRACTOR will be responsible for contacting Oregon Utility Notification Center at 811 prior to implementation.
- 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.

Total cost is not to exceed \$XXX,XXX.