

## **Request for Qualifications**

### **ANTELOPE CREEK RM 4.3 RIPARIAN RESTORATION & WATER QUALITY IMPROVEMENT PROJECT**

#### **ALL PRACTICES**

Jackson Soil and Water Conservation District seeks to develop a list of prequalified contractors pursuant to ORS 279C.430 to perform riparian restoration and water quality improvement work on specific landowner parcels. The size of each contract may vary; proposers may submit qualifications for one or more of the eight (8) categories of work described below. Contracts, if awarded, will be for specific components of the work as determined by the District, and no amount of work is guaranteed to the Contractor. Proposers can find all information about this Request for Qualifications on our website: [www.jswcd.org](http://www.jswcd.org). Proposals will be received at the District office at 89 Alder St, Central Point, OR 97502, until 5:00 p.m., October 9th, 2024. It is the sole responsibility of the Proposer to ensure that Jackson Soil and Water Conservation District receives the proposal by the specified date and time. Late proposals will be rejected. Work performed is subject to the payment of prevailing wages pursuant to ORS 279C.800, *et seq.*

**PROPOSERS ARE RESPONSIBLE FOR REVIEWING ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.**

INTRODUCTION. Jackson Soil and Water Conservation District (“District”), an Oregon special district organized under ORS chapter 568, seeks proposals from qualified contractors (“Proposer”) to perform work components comprising its **Antelope Creek RM 4.3 Riparian Restoration & Water Quality Improvement Project** (“the Project”). The District seeks to develop a list of prequalified contractors pursuant to ORS 279C.430 to perform work on specific landowner parcels. The size of each contract may vary. Contracts, if awarded, will be for specific components of the work as determined by the District, and no amount of work is guaranteed to the Contractor. Proposals are due no later than 5:00 p.m., October 9th, 2024, in the District's business office, 89 Alder St, Central Point, OR 97502. Proposals may be mailed or hand-delivered to the District office, or emailed to Clint Nichols at [clint.nichols@jswed.org](mailto:clint.nichols@jswed.org). Proposals should be clearly marked “Response to RFQ” either on the outside of the envelope (if physically delivered) or in the email subject line.

The Project is expected to be funded through June 1, 2029, with grant funds from the Natural Resources Conservation Service (NRCS), Oregon Watershed Enhancement Board (OWEB), the Drinking Water Providers Partnership (DWPP), and the District. Additional funding may become available throughout the duration of the project. Any contract awarded is subject to the availability of funding. Construction work performed is subject to the payment of prevailing wages pursuant to ORS 279C.800, *et seq.*

PROJECT WALK-THROUGH. The District will schedule a walkthrough of the proposed project area with the Proposer(s) upon request. Because this project occurs on private lands, the District will coordinate with the residents acceptable dates and times of any walkthroughs with the Proposer(s). Please do not visit the sites during the Request for Qualifications process without contacting the District first. The District reserves the right to disqualify from consideration any proposer who does not adhere to this requirement.

PROJECT BACKGROUND. A tributary to Little Butte Creek, Antelope Creek provides five (5) miles of Coho salmon spawning habitat within the Little Butte Creek Watershed in Jackson County. Agricultural and residential land management practices influence water quality in Antelope Creek. Impacts include tailwater return flows from surface irrigated fields, livestock access to streams, and loss of forest canopy and herbaceous cover by grazing livestock and cropping into riparian buffers. Water quality limitations, TMDLs, and 303(d) impairments in Antelope Creek include reduced dissolved oxygen, increased bacteria, elevated stream temperatures, high pH, excess nutrients, terrestrial and aquatic weed infestations, increased chlorophyll-a, and a modified hydrograph.

With our NRCS partners, the District plans to restore forty-one (41) acres of riparian forest along Antelope Creek and two tributaries- Spring Creek and Yankee Creek by removing blackberry and other invasive species and restoring native trees, shrubs, and herbaceous vegetation through active replanting, reseeding, and passive recruitment of volunteer native species. We will build 20,500' of livestock exclusion fencing to protect recovering native vegetation and prevent livestock access to Antelope Creek and tributaries. This project will improve five (5) hardened stream crossings to prevent excess sediment from drifting into impacted streams. We will convert fifty-one (51) acres of surface irrigated pasture to a gravity-fed pressurized wheel line system, improve another fifteen (15) acres of surface irrigation infrastructure, improve the efficiency and/or eliminate pumping costs for another one-hundred sixty-one (161) acres, and develop one (1) spring-fed off-channel stockwater facility. This will restore near-stream habitat for terrestrial and aquatic species for approx. two (2) miles of stream used by Coho salmon. Riparian forest restoration will moderate stream temperatures and reduce the risk of catastrophic wildfire. Livestock exclusion fencing and the stockwater facility will prevent livestock-related impairments of water quality. Irrigation conversion will eliminate tailwater return flows.

#### PROPOSED SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS.

This section describes the Project Scope of Work and provides background information for the categories of work that follow in the next section.

1. **Invasive Species Treatment (mechanical, manual, chemical):** This project will require hand crews, mechanical equipment, and herbicide to treat riparian forests along Antelope Creek, Yankee Creek, and Spring Creek to remove blackberry and other invasive species prior to replanting efforts. Current plans include initial entry in fall/winter of 2024/2025, with follow up seasonal treatments in Spring, Summer, and Fall through 2029.

Most of the riparian area we intend to work in has not seen vegetation treatment for some time. This has resulted in dense stands of decadent blackberry canes that exclude a native shrub and herbaceous understory and leave a mature to dead overstory canopy of native trees. These areas will need equipment-based invasive plant removal before we can start with other restoration activities. Removal can involve brush cutting with machines or other equipment appropriate for working on sensitive soils prone to seasonal flooding. Most equipment work will occur in Fall/Winter of 2024/2025, with additional hand work and herbicide application occurring in subsequent years through Spring of 2029. In other areas, more recent clearing, vegetation removal, or livestock activity has reduced or removed blackberry. These areas will need careful hand work and herbicide application to suppress and eradicate invasive species while preserving native vegetation as it recovers. Across all riparian forests within the project, contractors must retain as much native vegetation as possible to minimize replanting needs and to help restore a functioning riparian ecosystem that will exclude or control future invasive species colonization. Crews will pile and burn,

mulch, or haul cut plant material off site. All pile burning will conform to open burning regulations in Jackson County.

We will employ licensed herbicide applicators to treat noxious and invasive weeds including Himalayan/Armenian blackberry (*Rubus armeniacus*), poison hemlock (*Conium maculatum*), common teasel (*Dipsacus fullonum*), and others as we discover during prescription development. Applicators will follow all label restrictions on herbicide products used, including the use of aquatic-approved products when working within the riparian area. Fall treatments will use products specifically to kill roots of woody invasive species like blackberry. Spring treatments will use foliar products to kill spring regrowth and minimize competition to newly planted seedlings and seeds.

- 2. Riparian Reforestation (tree and shrub planting and sowing native seed):** This project will reestablish riparian forests along these reaches of Antelope Creek, Yankee Creek, and Spring Creek by protecting and encouraging volunteer native vegetation and replanting with native, site appropriate seedlings and herbaceous cover. Reestablishment of riparian forests will include 1) protection of natural recruitment of native trees and shrubs through careful treatment of invasive species, 2) limited traditional replanting of native trees and shrubs in rows and providing supplemental drip irrigation, 3) opportunistic replanting throughout the project area where new plantings can establish without supplemental irrigation, and 4) willow staking within the channel along streambanks at risk of eroding during high-flow events. Seedling selection will account for species viability in future climate change scenarios. We anticipate a strong volunteer establishment of native species as we continue to remove and suppress invasive species. Plantings will complement this existing native tree and shrub community in density and diversity. Newly planted seedlings will adhere to locally recognized lists of plants native to the Southwest Oregon/Northern California Siskiyou Mountain Ecoregion.

For riparian plantings, all planted plants will have a mulch dressing 3' in diameter around the base and fitted with browse deterrent consisting of a mesh screen, woody material sourced on-site, or a deterrent chemical application. Our riparian planting sites will achieve a 1 plant per 64 sq. ft. density minimum after accounting for estimated survivorship rates. The District, through available landowner water rights, will provide access to water sources for irrigation or riparian plantings and contractors will provide irrigation system installation, operation, and maintenance.

Herbaceous seeds sown will adhere to locally recognized lists of plants native to the Southwest Oregon/Northern California Siskiyou Mountain Ecoregion. Seeding rates will vary based on seed mixes but range from 4 to 20 lbs. per acre. Based on seed availability, we will source seed from local or Oregon-based native seed suppliers. Proposers can provide costs for plant material sourcing if they have those resources, but the District does not require it.

- 3. Livestock Exclusion Fencing:** This project will install livestock exclusion fencing along Antelope Creek, Yankee Creek, and Spring Creek throughout portions of the project area. Some of the smaller properties already have adequate livestock exclusion fencing, but the larger ranches lack adequate fencing to prevent livestock access to the stream and to reestablishing native vegetation. This livestock exclusion fencing will protect native volunteer and planted vegetation from browse by livestock on adjacent agricultural lands and keep the banks and bed of these streams from becoming trampled by livestock.

All fencing will conform to NRCS Conservation Practice Standard 382 for fencing, with specific additions to allow for safe wildlife passage that maintains the integrity of the fence. Specifically, we require all fencing installed to have a maximum height of 42", with the top two wires 12" apart, bottom wire 16" from the ground, smooth top and bottom wires, and flashing on the top wire for improved visibility. Variance from these specifications based on landowner needs may arise as needed during specification development, including but not limited to items such as gates for stream crossings or riparian forest maintenance access points. All fencing will have the objective of preventing unmanaged livestock access to riparian vegetation and the stream while still allowing for safe passage from wildlife.

- 4. Improving Existing Stream Crossings:** This project will improve existing stream crossings on Antelope Creek and Yankee Creek to prevent sediment from washing into streams during precipitation and high-water events. Existing stream crossings have little or no soil protection, such as gravel or rock, leading to muddy streambanks difficult for livestock or vehicles to access during wet seasons. These areas of soil disturbance can deposit large amounts of sediment and fecal matter into a stream, impairing water quality. Improvements to these crossings will include rock approaches to the stream and, where needed, additions of rock to the stream bed to prevent bed erosion.

The selected contractor will improve stream crossing approaches with layers of compacted rock. Depending on the site, contractors may need to install a geotextile soil covering to prevent migration of rock into the soil. Crossing construction will only occur during the Oregon designated in-stream work window to prevent potential impacts to aquatic wildlife. All crossings must accommodate both wildlife and vehicle traffic and must work in conjunction with adjacent fencing to prevent unmanaged livestock access. If any work occurs in-stream, the bed of the stream cannot increase more than 6" to prevent the creation of a fish passage impairment.

5. **Cultural Review of Project Sites:** Because this project seeks to spend grant and cost share funds from federal sources, we must provide a cultural review of the project area. Recent history of the area includes various agricultural practices, such as tillage, land leveling, and cropping of both perennial and annual crops at various periods of time, the pasturing of horses and livestock, and rural residential activities. We have found two sites where car bodies remain within the floodway of Antelope Creek and anticipate finding additional relics of post-colonization land uses. In distant history, the Siletz and Grande Ronde Tribes called this region home and other regional tribes frequented these lands for cultural practices.

The selected contractor will survey the project area and provide a report of any culturally significant findings or evidence sufficient to satisfy all federal and state requirements under applicable laws and regulations for such reports. The contractor will also advise the District on how to proceed with project activities to protect and preserve any culturally significant sites or artifacts.

**Categories of Work.** Contractors may request prequalification for one, some, or all categories of work. However, work in each category may be contracted separately and a contract award in one category does not guarantee a contract award in another category. The District seeks qualified contractors for the following categories of work:

1. **Mechanical treatment of invasive species, Fall 2024/Winter 2025:** The contractor selected will use machine equipment (mowers, excavators, etc.) to treat blackberry and other woody and herbaceous plant material in the Fall/Winter of 2024/2025 within riparian forest areas along Antelope Creek, Yankee Creek, and Spring Creek within the project area (see included project map). Treatments will span multiple properties with varying types of terrain and access. Types of equipment to use will vary based on site and vegetation, with decisions made between the contractor and the District. Due to proximity to streams, the contractor will rehabilitate any soil disturbance with post-disturbance seeding, straw mulch cover, and/or other erosion control methods. Contractors will spray clean all equipment that leaves farm or other access roads before reaching the project site to minimize drift of invasive species seeds from other project sites. We will only employ mechanical treatment methods in areas with little or no native vegetation to retain. Proposers should provide costs rates for both labor and materials for a project of this nature on a per-acre rate.

To be considered, Proposers must meet the following minimum qualifications: have and maintain a Farm/Forest Labor Contractor, Landscape Contracting Business (LCB) OR Construction Contractors Board (CCB) License throughout the duration of the contract period AND must have a minimum of one (1) year of experience performing work in this project category.

**2. Hand treatment of invasive species, Fall 2024 through Spring 2029:** The contractor selected will use hand tools (chainsaws, shovels, loppers, etc.) to treat blackberry and other woody and herbaceous plant material within riparian forest areas along Antelope Creek, Yankee Creek, and Spring Creek within the project area (see included project map). Treatments will span multiple properties with varying types of terrain and access. Types of tools to use will vary based on site and vegetation, with decisions made between the contractor and the District. Due to the presence of native vegetation, crews will need experience and/or training on invasive species identification and/or native plant identification to prevent off-target vegetation removal. Most hand treatment work will occur in the first year of work, but additional treatments may become necessary if invasive species control escapes containment with herbicide alone. Additional rounds of invasive plant removal may include digging up blackberry root crowns as well as cutting back vegetation regrowth. Proposers should provide costs rates for both labor and materials for a project of this nature on a per-acre rate.

To be considered, Proposers must meet the following minimum qualifications: have and maintain a Farm/Forest Labor Contractor, Landscape Contracting Business (LCB) OR Construction Contractors Board (CCB) License throughout the duration of the contract period AND must have a minimum of one (1) year of experience performing work in this project category.

**3. Herbicide treatment of invasive species, Spring 2025 through Spring 2029:** The contractor will use herbicide to treat blackberry and other woody and herbaceous plants within riparian forest areas along Antelope Creek, Yankee Creek, and Spring Creek within the project area (see included project map). Treatments will span multiple properties with varying types of terrain and access. Summer and Fall treatments will use herbicide to treat select woody invasive plant species such as blackberry. Products should include translocating herbicide to kill plant roots, not just above ground foliage. Spring treatments will use herbicide to treat select herbaceous and woody invasive plant species such as blackberry, poison hemlock, common teasle, and others as identified during the project. Applicators must have experience with selective treatment of invasive species and avoiding off-target herbicide application to native species, ideally using backpack spray equipment. Proposers should provide costs rates for both labor and materials for a project of this nature on a per-acre rate.

To be considered, Proposers must meet the following minimum qualifications: Commercial Pesticide Applicator License and Commercial Pesticide Operator License throughout the duration of the contract period AND must have a minimum of one (1) year of experience performing work in this project category.

**4. Riparian herbaceous seeding, Fall 2025 and/or 2026:** The contractor will seed a native herbaceous seed mix within recently treated riparian forests along Antelope Creek, Yankee Creek, and Spring Creek within the project area (see included project map). Seeding will span multiple properties with varying types of terrain and access. Terrain will likely require seeding by hand using hand-seeding equipment, though some areas may allow for ATV-mounted seeding in addition to hand seeding. Proposers should provide costs rates for both labor and materials for a project of this nature on a per-acre rate.

To be considered, Proposers must meet the following minimum qualifications: have and maintain a Farm/Forest Labor Contractor, Landscape Contracting Business (LCB) OR Construction Contractors Board (CCB) License throughout the duration of the contract period AND must have a minimum of one (1) year of experience performing work in this project category.

**5. Riparian forest replanting, Fall/Winter 2024-25:** The contractor will plant native trees and shrubs within recently treated riparian forests along Antelope Creek, Yankee Creek, and Spring Creek within the project area (see included project map). Planting will span multiple properties with varying types of terrain and access. Trees and shrubs may come from various plant sources and of various stock types (plugs versus containers versus bare root). Trees will include mulch basins and browse protection as described above. Proposers can produce mulch on site from limited chipping of small diameter fallen trees, supplied from off-site suppliers provided by the Proposer, or supplied from the District. Proposers or the District can provide browse protection materials. Planting sites will vary across three replanting strategies: 1) limited traditional replanting of native trees and shrubs in rows and provided supplemental drip irrigation, 2) opportunistic replanting throughout the project area where new plantings can establish without supplemental irrigation, and 3) willow staking within the channel along streambanks at risk of eroding during high-flow events. Proposers should provide costs rates for both labor and materials for a project of this nature on a per-plant rate.

To be considered, Proposers must meet the following minimum qualifications: have and maintain a Farm/Forest Labor Contractor, Landscape Contracting Business (LCB) OR Construction Contractors Board (CCB) License throughout the duration of the contract period AND must have a minimum of one (1) year of experience performing work in this project category.

**6. Fence construction, Spring 2025:** The contractor will install non-contiguous new livestock exclusion fencing adjacent to riparian forest areas along Antelope Creek, Yankee Creek, and Spring Creek within the project area (see included project map). Fencing work will span multiple properties with varying types of terrain and access. Fencing will have at minimum the above specifications, with other minor modifications to meet landowner objectives. Proposers should provide costs rates for both labor and materials for a project of this nature on a per-linear foot rate.



To be considered, Proposers must meet the following minimum qualifications: have and maintain a Farm/Forest Labor Contractor OR Construction Contractors Board (CCB) License throughout the duration of the contract period AND must have a minimum of one (1) year of experience performing work in this project category.

**7. Hardened stream crossing construction, Summer 2025:** The contractor will improve existing stream crossings across Antelope Creek and Yankee Creek within the project area (see included project map). Stream crossing work will span multiple properties with varying types of terrain and access. Each crossing may require different methods based on bank and streambed conditions. All work will occur during the state designated in-stream work window and will meet all fish passage requirements. Proposers should provide costs rates for both labor and materials for a project of this nature on a time and materials basis.

To be considered, Proposers must meet the following minimum qualifications: have and maintain a Farm/Forest Labor Contractor OR Construction Contractors Board (CCB) License throughout the duration of the contract period AND must have a minimum of one (1) year of experience performing work in this project category.

**8. Cultural Survey, Review, and Report, Fall/Winter 2024/2025:** The contractor will survey the project area and provide a report on culturally significant findings within riparian forests and in cultivated fields adjacent to Antelope Creek, Yankee Creek, and Spring Creek within the project area (see included project map). The survey and report will meet all state and federal requirements for projects that utilize state and federal funds. The report will also advise the District on how to proceed with project elements to preserve and protect any culturally significant artifacts and sites.

To be considered the cultural survey, review and report category of work, Proposers must meet the following minimum qualifications: a Master's degree or higher in Archaeology, Anthropology, or related field; State Historic Preservation Office (SHPO) Qualified and/or hold a Registered Professional Archaeology certification; and 10 years of cultural surveying experience within the Pacific Northwest or (preferred) the Northern California/Southwest Oregon region. Proposers must also submit their Curriculum Vitae (CV) in addition to required Proposal Contents listed below.

**QUALIFICATIONS/EXPERIENCE.** Proposers must have a minimum of one (1) year of experience performing work in the stated categories unless otherwise stated. Contractors must possess and maintain all licenses and certifications as stated above for the duration of the contract period. Contractors must provide all necessary equipment for work performed. If any contractor is selected to perform a single contract of \$100,000 or more, performance and payment bonds for 100 percent of the contract price will be required.

**PROJECT ADMINISTRATION.** The Project administrator for the District will be Clint Nichols. Selected contractors shall designate a single point of contact for the work to be performed.

PROPOSAL INSTRUCTIONS.

- A. Submission of Sealed Proposals: One (1) paper copy in a sealed envelope or one (1) digital copy of the proposal shall be furnished to the District, addressed to:

*Jackson Soil and Water Conservation District*  
*Attn: Clint Nichols*  
*89 Alder St.*  
*Central Point, OR 97502*  
[clint.nichols@jswcd.org](mailto:clint.nichols@jswcd.org)

- B. Deadline: Proposals will not be considered if received after 5:00 p.m., October 9th, 2024, 2024.
- C. RFQ as Basis for Proposals: This Request for Qualifications (RFQ) represents the most definitive statement the District will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFQ will not be considered in evaluating the Proposal. All questions relating to this RFQ should be addressed to Clint Nichols at 541-423-6180, [clint.nichols@jswcd.org](mailto:clint.nichols@jswcd.org). Questions which, in the opinion of the District, warrant a written reply will be answered in an RFQ amendment made available to all interested parties. The District will not respond to questions received after 5:00 p.m., October 9th, 2024.
- D. Information Release: The District may solicit and obtain background information, including references, on any party submitting a proposal in response to this RFQ. Submission of a proposal shall be deemed consent to such activity and the Proposer shall thereby release the District from all claims arising therefrom. In accordance with Oregon Public Records Law (ORS Chapter 192), submitted proposals are public records subject to disclosure unless exempt as provided by law.

PROPOSAL CONTENTS. The proposal shall consist of no more than ten (10) pages. No waxed page dividers or non-recyclable materials should be included in the Proposal.

- A. Contractor Information. *Not to exceed one (1) page.*

- Contractor's name
- Primary contact's name, title, phone number, email address
- Physical address
- Mailing address
- Type of entity (individual, partnership, corporation, LLC, etc.)

- B. Contractor Experience and References. *Not to exceed two (2) pages*

Clearly identify the category of work for which the Proposer seeks prequalification.

Within each category for which prequalification is sought, briefly summarize the Proposer's experience providing the services. Clearly identify work performed for a governmental entity, including any work requiring the payment of prevailing wages. Include specific information

on any required or preferred licenses applicable to the work described. Proposers for item 8 above should provide CVs within this section.

Provide the names and contact information for at least three (3) individuals who can directly attest to the Contractor's performance in a specific job.

C. Project Approach. *Not to exceed two (2) pages.*

Describe the Contractor's approach to the nature of the work generally, and the Contractor's proposed approach to work on the Project. Specifically describe portions of the work that may be subcontracted to another company or individual.

Specify the names and job titles of individuals proposed to perform work on the Project. In addition to and not in lieu of this information, resumes may be attached to the Proposal and shall not be counted in the overall page total.

D. Cost Sheet. *Not to exceed one (1) page.*

Provide a separate sheet listing hourly rates, unit prices, and reimbursable expenses on a time-and-materials basis for the work proposed. Include terms of payment.

E. Sustainable Business Practices. *Not to exceed one (1) page.*

Identify sustainable business practices that your company or business uses on a regular basis. Examples include use of recycled paper, use of biodiesel, recycling of materials, etc.

F. Diversity in Employment and Contracting. *Not to exceed one (1) page.*

Include efforts your company has made on past or current projects to ensure a diverse workforce, including policies and practices to promote the hiring of women and ethnic minorities. List if your business, business that you intend to sub-contract with, or business that you purchase materials from have MWESB status with the State of Oregon.

G. Exceptions and Comments. *Not to exceed two (2) pages.*

All Proposers are required to adhere to the format outlined in this RFQ. Contractors wishing to take exception to, or comment on, any specified criteria within this RFQ or in the proposed Contract terms may do so in writing as part of their Proposal. Exceptions or comments should be succinct, thorough and organized.

GENERAL CONDITIONS.

A. Limitation and Award: This RFQ does not commit the District to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. The District reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFQ.

B. Billing Procedures: Billing procedures of the selected Contractor are subject to the review and prior approval of the District before payment will be issued. Contractor's invoices shall be

submitted monthly and shall include an itemized statement of the work done during the billing period. Payment will be made within forty-five (45) days of receipt of an approved invoice.

- C. Validity Period and Authority: Each Proposal shall contain a statement that it shall be valid for a period of at least ninety (90) days. The Proposal shall contain the name, title, address, telephone number, and email address of an individual or individuals with authority to bind the Proposer during the period in which the District is evaluating the proposal.
- D. Conflict of Interest. By filing a Proposal, the proposer thereby certifies that no officer, agent, or employee of the District has a pecuniary interest in the Proposal or has participated in contract negotiations on behalf of the District; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause. The Jackson Soil and Water Conservation District prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, gender, marital status, religion, sexual orientation, genetic information and political beliefs. The District is an equal opportunity employer.

EVALUATION OF PROPOSALS.

- A. Evaluation Procedure. Proposals substantially complying with Proposal instructions will be evaluated by a selection committee using the evaluation criteria identified below. The District may conduct interviews prior to final selection. The District may contact references listed in the Proposal.

All contractors deemed qualified for a category of services may be placed on the list for that category. The District may limit any list, however, to five or fewer contractors. In the event the District limits a list, Proposals will be ranked based on point totals and the highest-ranked Proposers will be placed on the list.

- B. Evaluation Criteria: Proposals will be evaluated as follows:

	<u>Percentage of Total Score</u>
— Qualifications	15%
— Experience	30%
— Pricing	20%
— Sustainable Business Practices	10%
— References	20%
— <u>Diversity in Employment and Contracting</u>	5%
	<hr/> 100%

C. Contractor Notification. All proposers will be notified within thirty (30) days of the deadline for submitting proposals whether they have qualified for inclusion on the list of prequalified contractors, and, if qualified, the category or categories for which they qualify. Qualified contractors will be required to sign an agreement with the District describing the work for which they are qualified and the amount they will be paid for the work. The list of prequalified contractors is expected to be valid for five (5) years.

PROTESTS. Protests to this RFQ must be submitted in writing no later than the final date for questions as provided in paragraph C under “Proposal Instructions.” The District will issue a written response in a timely manner.

Any Proposer not prequalified for a proposed category of work may file a written appeal within seven (7) days of notification of the decision to deny prequalification. ORS 279C.445 and 279C.450 shall apply to the appeal process. Written appeals shall be submitted to the District’s Local Contract Review Board at the address to which the Proposal was submitted.

STANDARD CONTRACT TERMS. A prequalified Contractor will be required to enter into a written contract with the District. The contract may include, but shall not be limited to, the following terms in substantially the following form:

- **PERFORMANCE STANDARD.** The Contractor shall perform the work in a good and workmanlike manner, consistent with the standards of professional care generally applicable in the field and community in which the work is performed.
- **PAYMENT.** Payment shall be based upon completion of each task or phase of Work described in the Proposal and Statement of Work. Payment terms shall be set forth in a separate writing mutually agreed to by both parties hereto, attached to this Agreement as **Exhibit A** and incorporated herein by reference. The District may withhold up to five (5) percent of the contract price as retainage until Final Acceptance.
- **CONTRACTOR’S DUTIES, REPRESENTATIONS, AND WARRANTIES.** Contractor represents and warrants to District that:
  - Contractor has the power and authority to enter into and perform this Agreement;
  - This Agreement, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - Contractor will, at all times during the term of this Contract, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Work;
  - Contractor is not in violation of, charged with nor, to the best of Contractor’s knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental

or regulatory body or court or arbitrator applicable to provision of the Work, and Contractor's provision of the Work shall not violate any such law, ordinance, regulation or order.

- Contractor's performance under this Agreement creates no potential or actual conflict of interest, as defined by ORS Chapter 244, for either Contractor or any Contractor personnel that will perform the Work under this Agreement.
- Contractor represents and warrants to District that Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence, so Contractor and Contractor's employees and any authorized subcontractors perform the Work described in this Agreement in accordance with the standards prevalent in Contractor's profession.
- Contractor guarantees all materials and workmanship and agrees to replace at Contractor's sole cost and expense, and to the satisfaction of the District, any or all materials adjudged defective or improperly installed, and to indemnify the District against liability, loss or damage arising from such defects or improper installation during a period of one year from Final Acceptance.
- Contractor shall take all reasonable precautions necessary to secure and protect the Work and the Work site during the performance of this Agreement, and to eliminate or prevent access to dangerous conditions. Contractor assumes full responsibility for the condition and safety of the Work site until Final Acceptance by the District.
- **COMPLIANCE WITH LAWS.** The Contractor will comply with all applicable federal, state, and local laws and regulations, including, but not limited to, the following:

Prompt Payment. Pursuant to ORS 279C.515, if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Agreement.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the project within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall

equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

Medical Payments. Pursuant to ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

Worker's Compensation. Pursuant to ORS 279C.530(2), the Contractor attests that it is either a subject employer required to comply with ORS 656.017 (worker's compensation), or an employer that is exempt under ORS 656.126. If Contractor employs subject Workers who provide Work under this Agreement in the State of Oregon, Contractor shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

Hours of Work. Pursuant to ORS 279C.520, Contractor shall ensure that no person is employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

- (a) (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

Each employer performing work under this Agreement must give written notice to employees who work on the project of the number of hours per day and days per week that the employees may be required to work. Such notice must be given either at the time of hire or before

commencement of work on the contract, or by posting a notice in a location frequented by employees.

Prevailing Wage. Pursuant to ORS 279C.830(1), the higher of the Oregon prevailing wage in effect at the time the work under this Agreement was first advertised or federal Davis-Bacon prevailing wages shall be paid to workers in each trade or occupation required in the performance of this contract either by the Contractor, subcontractor, or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement. A list of the applicable Oregon prevailing wages can be referenced by selecting “Prevailing Wage Publications” on the Oregon BOLI website, [www.oregon.gov/BOLI/WHD/PWR/W\\_PWR\\_Contracting.shtml](http://www.oregon.gov/BOLI/WHD/PWR/W_PWR_Contracting.shtml). The posted rates are incorporated herein by this reference. Each worker shall be paid not less than the specified minimum hourly rate of wage. The Contractor shall ensure that each subcontractor agreement complies with these requirements.

Public Works Bond. Pursuant to ORS 279C.830(3), the Contractor and every subcontractor shall have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (7) or (8).

Prevailing Wage Certification. Pursuant to ORS 279C.845, by the fifth business day of the month following performance of work under this Agreement, the Contractor or subcontractor, as appropriate, shall deliver or mail to the District, written, certified statements, on a form prescribed by the BOLI Commissioner, certifying:

- (a) The hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works; and
- (b) That no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract.

The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker’s correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

The certified statement shall be verified by the oath of the Contractor or the contractor’s surety, or subcontractor or the subcontractor’s surety, that the Contractor or subcontractor has read the certified statement and knows the contents thereof and that the same is true to the Contractor’s or subcontractor’s knowledge.

Retainage When Certification Not Filed. Pursuant to ORS 279C.845(8), and notwithstanding any other provision of this Agreement, the District shall retain 25 percent of any amount earned by the Contractor under this Agreement until the Contractor has filed with the District the certified statements as required under this Agreement. The District shall pay the Contractor the



amount retained under this Section within 14 days after the Contractor files the certified statements as required, regardless of whether a subcontractor has failed to file certified statements as required. The District has no obligation to verify the truth of the contents of certified statements filed by the contractor.

The Contractor shall retain 25 percent of any amount earned by a first-tier subcontractor on the project until the subcontractor has filed with the District certified statements as required by this Section. The Contractor shall verify that the first-tier subcontractor has filed the certified statements before the Contractor may pay the subcontractor any amount retained under this subsection. The Contractor shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by this section. Neither the District nor the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor.

Other Laws. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

Recycled Products. As required by ORS 279A.125, in the performance of this Agreement, Contractor shall use, to the maximum extent economically feasible, recycled products.

▪ **INDEMNITIES.**

General Indemnity. Contractor shall defend, save, hold harmless, and indemnify District, its officers, employees and agents, from and against all third-party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, for personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement; provided that Contractor shall have no obligation to indemnify District from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of District, its officers, employees or agents.

Control of Defense and Settlement. Contractor's obligation to indemnify District as set forth in this Agreement is conditioned upon District providing to Contractor prompt notification of any claim or potential claim of which District becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to this Section; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the District, nor purport to act as legal representative of the District, without the approval of the District, nor shall Contractor settle any claim on behalf of the District without the approval of the District. The District may, at its election and expense, assume its own defense and settlement in the event that the District determines that Contractor is prohibited from defending the District, is not adequately defending the District's interests, or that an important governmental principle is at issue and the District desires to assume its own defense.

Damages to District Property and Employees. Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property of the District or any of its employees resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

Delays. Contractor shall indemnify the District for any and all loss and damages resulting from delays in completion of the Work when such delay is caused or attributable to default in the proper performance by Contractor.

▪ **INSURANCE.**

General Liability Insurance. Contractor shall obtain and maintain, at its own expense, for the duration of this Agreement, general liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence, \$2,000,000 in the aggregate, for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

Automobile Liability. Automobile Liability Insurance, including MCS-90 endorsement if applicable, with a combined single limit of no less than \$1,000,000 or equal to the U.S. Department of Transportation requirements, whichever is greater. The policy shall insure against bodily injury, property damage, or environmental damage arising out of the use (including loading, transporting and unloading) by or on behalf of Contractor, its agents and employees of owned, non-owned or hired vehicles.

Additional Insureds. Each of the insurance policies that Contractor obtains pursuant to this Section shall provide that the District and its divisions, officers and employees are additional

insureds under the policy, but only with respect to the Work that Contractor will provide under this Agreement.

Notice of Cancellation or Change. Contractor shall not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Agreement without thirty (30) calendar days' prior written notice from Contractor or its insurers to District.

Certificates of Insurance. As evidence of the insurance coverage required under this Agreement, Contractor shall furnish acceptable insurance certificates to District before commencing the Work and annually thereafter. The certificates shall specify all of the parties who are additional insureds and shall indicate all deductible amounts or retentions for all self insurance. Insuring companies shall be authorized to sell insurance in the State of Oregon. Contractor shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance. Insuring companies or entities are subject to District acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

▪ **EVENTS OF DEFAULT.**

Default by Contractor. Contractor shall be in default under this Agreement if:

- Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within 60 days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- Contractor no longer holds a license or certificate that is required for Contractor to perform the Work and Contractor has not obtained such license or certificate within thirty (30) business days after delivery of District's notice or such longer period as District may specify in such notice; or
- Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement, fails to perform the Work in conformance with the specifications and warranties provided herein, or clearly manifests an intent not to perform future obligations under this Agreement, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) business days after delivery of District's notice or such longer period as District may specify in such notice.

Default by District. The District shall be in default under this Agreement if:

- The District fails to pay Contractor any amount pursuant to the terms of this Agreement, and District fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or
  - The District commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and District fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.
- **REMEDIES FOR DEFAULT.**
- District's Remedies. In the event Contractor is in default under Section 10.1, District may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, which include, without limitation:
- Termination of this Agreement;
  - Withholding all monies due for Work that Contractor is obligated but has failed to perform within thirty (30) days after District has notified Contractor of the nature of Contractor's default;
  - Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief;
  - Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under, the rights and obligations of the parties shall be the same as if this Agreement was terminated pursuant to Section \_\_\_\_.

Contractor's Remedies. In the event District terminates this Agreement, or in the event District is in default and whether or not Contractor elects to exercise its right to terminate the Agreement for such default, Contractor's sole monetary remedy shall be a claim for the unpaid invoices; the hours worked but not yet billed with respect to each phase of work, up to the not-to-exceed amount set forth in the Statement of Work; authorized expenses incurred, less previous amounts paid and any claims which District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to District upon written demand.

- **TERMINATION.**

District's Right to Terminate. District may, at its sole discretion, terminate this Agreement, as follows:

- For its convenience upon thirty (30) days' prior written notice to Contractor.
- If District fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's services;
- If Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Work under this Agreement is prohibited or District is prohibited from paying for such Work from the planned funding source.
- Immediately upon Contractor's default.

Contractor's Right to Terminate for Cause. Contractor may terminate this Agreement upon District's default.

- **INDEPENDENT CONTRACTOR.**

Performance of Work. Contractor shall perform all Work as an independent contractor. Although District reserves the right to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

Declaration and Certification. Contractor by execution of this Agreement declares and certifies that, in the event that Contractor or its personnel are either employed by or performing services for the federal government, that no rules or regulations of the agency for which Contractor or its personnel work or are employed prohibit Contractor or its personnel from providing the Work under this Agreement. Contractor also declares and certifies by execution of this Agreement that it is not an "officer," "employee," or "agent" of District, as those terms are used in ORS 30.265.

Responsible for Taxes. Contractor shall be responsible for all federal and state taxes applicable to compensation and other payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, District will not withhold from such compensation and payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.

- **DISPUTE RESOLUTION.**

Venue. Any claim, action, suit, or proceeding (collectively, "Claim") between District and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted

solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflict of laws principles.

Attorneys' Fees. In any suit or action instituted to enforce compliance with any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such attorney fees, costs and expenses as the court may adjudge reasonable in such suit or action, or any appeal therefrom.

▪ MISCELLANEOUS.

Order of Precedence. This Agreement consists of the following documents that are listed in descending order of precedence: (a) the terms and conditions of this Agreement, less its Exhibits; (b) the Statement of Work, Exhibit A; (c) the Solicitation Document, Exhibit B; (d) the Proposal, Exhibit C; and (d) the terms of payment, Exhibit D. In the event of a conflict between the terms of this Agreement and the terms provided in the Proposal, the Agreement terms shall prevail.

Subcontracts and Assignment. Contractor shall not enter into any subcontracts for any of the Work required by this Agreement or assign or transfer any of its interest in this Agreement without District's prior written consent. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Agreement. Pursuant to ORS 279A.110, the Contractor shall not discriminate against minority- or woman-owned or emerging small business enterprises in the awarding of subcontracts.

Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

No Third-Party Beneficiaries. District and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

Funds Available and Authorized. District believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within District's budgetary appropriation or limitation. Contractor understands and agrees that District's payment of amounts under this Agreement is contingent on District receiving appropriations, limitations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

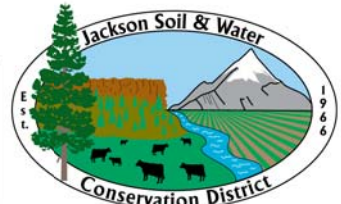
Records Maintenance; Access. Contractor shall maintain all financial records and other records relating to its performance under this Agreement in accordance with generally accepted accounting principles and in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District, the departments and agencies of the State of Oregon, and the federal government and their duly authorized representatives shall have reasonable access, at their own cost and expense and only following reasonable notice to Contractor, to such records, in paper or electronic form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of three (3) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon before entering into this Agreement.

Time Is of the Essence. Contractor agrees that time is of the essence under this Agreement.

Force Majeure. Neither District nor Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots, strikes, or pandemics. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

# Antelope Creek RM 4.3 Rip. Rest. Project

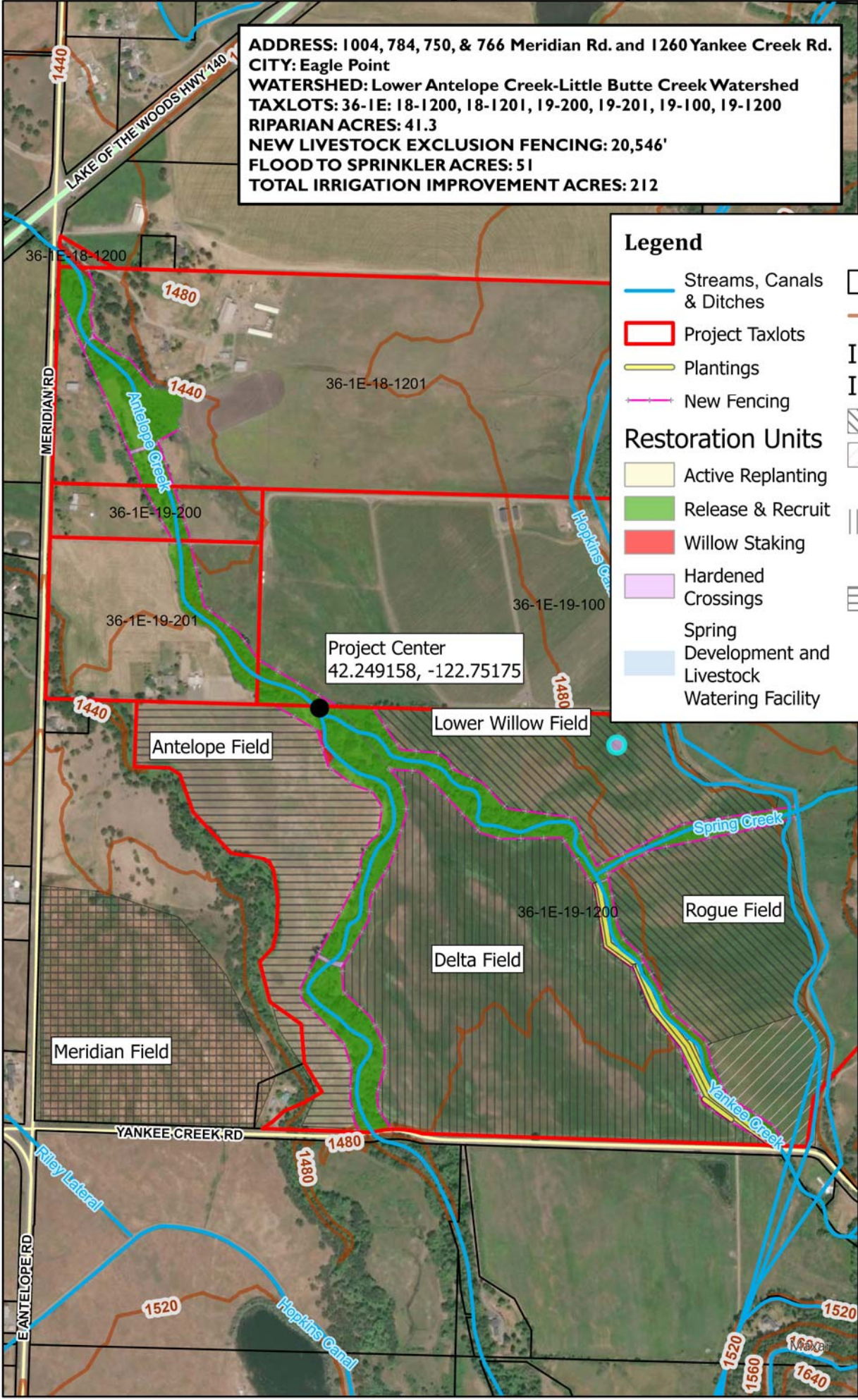


89 Alder Street  
 Central Point, OR 97502  
 (541)-423-6159  
 www.jswcd.org

**ADDRESS:** 1004, 784, 750, & 766 Meridian Rd. and 1260 Yankee Creek Rd.  
**CITY:** Eagle Point  
**WATERSHED:** Lower Antelope Creek-Little Butte Creek Watershed  
**TAXLOTS:** 36-1E-18-1200, 18-1201, 19-200, 19-201, 19-100, 19-1200  
**RIPARIAN ACRES:** 41.3  
**NEW LIVESTOCK EXCLUSION FENCING:** 20,546'  
**FLOOD TO SPRINKLER ACRES:** 51  
**TOTAL IRRIGATION IMPROVEMENT ACRES:** 212

## Legend

- Streams, Canals & Ditches
- Project Taxlots
- Plantings
- New Fencing
- 40ft Contours
- 2019 Taxlot Data
- Active Replanting
- Release & Recruit
- Willow Staking
- Hardened Crossings
- Spring Development and Livestock Watering Facility
- Flood to Sprinkler
- Improved Flood
- Sprinkler Improvement
- Wheel Line to Center Pivot
- Energy Savings - Remove Pump



For reference purposes only. Elements not authoritative or precise.



AUTHOR:	Clint Nichols
CONTACT:	541-423-6180
CREATED:	11/3/2023
UPDATED:	4/29/2024