

OFFER FORM	1. SOLICITATION NO. Merton and Upper Mill Cr Meadows Fence Replacements	2. TYPE OF SOLICITATION SEALED BID	3. DATE DUE 6/23/2022	PAGE 1 of 50 pages
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IMPORTANT - The "Offer" section on the next page must be fully completed by Offeror.

Nez Perce Tribe Department of Fisheries Resource Management Watershed Division PO Box 365 Lapwai, ID 83540		4. ADDRESS OFFER TO Delivered to: Watershed Division Attn: Miranda Gordon 28764 Salmon Lane PO Box 365 Lapwai, ID 83540
5. FOR INFORMATION CALL:	A. NAME Miranda Gordon	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 208-621-3547

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

6. THE NEZ PERCE TRIBE REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Merton and Upper Mill Cr Meadows Fence Replacement Projects

Nez Perce Tribe, DFRM Watershed Division CLEARWATER and IDAHO COUNTY, IDAHO

FAXED OFFERS ARE ACCEPTABLE. OFFERS MUST BE RECEIVED BY June 23, 2022 AT 4:00 PM LOCAL TIME.

7. The Contract time shall begin upon receipt of upon notice to proceed and the work shall be completed no later than December 30, 2022. This performance period is mandatory.

8. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers to perform the work required are due at the place specified in Item 4 by **4:00 PM** local time **June 23, 2022**. Sealed envelopes containing offers shall be marked to show the offeror's name and address.

9. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	10. TELEPHONE NO. (Include area code)
	11. REMITTANCE ADDRESS (Include only if different than Item 14)

12. The Offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Nez Perce Tribe within 60 calendar days after the date offers are due.

AMOUNT	SIGNATURE AND TITLE OF THE AUTHORIZED SIGNER
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13. The Offeror agrees to furnish any required performance and payment bonds.

REQUEST FOR PROPOSALS (“RFP”) FOR CONTRACTED SERVICES FOR THE NEZ PERCE TRIBE FISHERIES WATERSHED DIVISION

SCHEDULE OF BID ITEMS

Merton Meadows Replacement:

Item	Pay Item	Description	Unit	Estimated Quantity	Unit Price	Total
Merton Meadows	Installation of High Tensile Wire Fence, Labor	Install posts, wire, braces, etc.	Linear foot	7,620 ft		
	Installation of Wire Gates	Install posts, gates, and accessories	Per each	2		
	Replacement of Stream Crossings	Install posts, gates, and accessories	Per each	2		
	Delivery	Delivery of materials to site	N/A	Lump Sum		
	Demolition Removal, and Disposal of Existing Post and Rail Fence	Demolish existing fence, remove off Forest, and properly dispose of material	Linear foot	5,190 ft		
	Demolition, Removal, and Disposal of Existing Wire Fence	Demolish existing fence, remove off Forest, and properly dispose of material	Linear foot	2,430 ft		
	Reseeding	Reseeding all disturbance during construction	Lump Sum	1		
	TERO Fee	ADD 3.5%	Lump Sum	1		
	Total Merton Meadows Price					\$

Upper Mill Creek Meadows Replacement

Item	Pay Item	Description	Unit	Estimated Quantity	Unit Price	Total
Upper Mill Creek Meadows	Installation of High Tensile Wire Fence, Labor	Install posts, wire, braces, etc.	Linear foot	9,551		
	Installation of Post and Rail Fence, Labor	Install posts, rails, braces, etc.	Linear foot	900 ft		
	Replacement of Walk-Throughs	Install posts, gates, and accessories	Per Each	1		
	Replacement of Gates	Install posts, gates, and accessories	Per each	1		
	Replacement of Stream Crossings	Install posts, gates, and accessories	Per each	6		
	Delivery	Delivery of materials to site	Lump Sum	Lump Sum		
	Demolition, Removal, and Disposal of Existing Wire Fence	Demolish existing fence, remove off Forest, and properly dispose of material	Linear foot	6,225 ft		
	Demolition Removal, and Disposal of Existing Post and Rail Fence	Demolish existing fence, remove off Forest, and properly dispose of material	Linear foot	4,226 ft		
	Reseeding	Reseeding all disturbance during construction	Lump sum	1		
	TERO Fee	ADD 3.5%	Lump Sum	1		
	Total Upper Mill Cr Meadow Price					\$
	TOTAL PRICE					\$

BASIS OF AWARD- Technical proposals are required to be submitted with your offer. See Section VII and VIII for instructions and evaluation/award information.

The chosen contractor must comply with the TERO compliance plan. Details of the TERO compliance plan can be obtained from Melvin Wheeler at melvinw@nezperce.org or by phone at 208-843-7363.

I. PURPOSE OF RFP

The Nez Perce Tribe Fisheries Watershed Division ("Tribe") located in Sweetwater, Idaho, is soliciting proposals from selected qualified contractors ("Offerors") to provide contract services ("Services") for the replacement of two existing fences, the fence surrounding Merton Meadows and a portion of the fence surrounding Upper Mill Creek Meadows. The goal of this project is maintain the integrity of the fences constructed to enhance and protect terrestrial and aquatic habitat through improved grazing management and reduced bovine access to sensitive riparian areas. The projects are located within the Nez Perce - Clearwater National Forest in Clearwater and Idaho Counties.

The Offeror, if any, who is selected (the "Contractor") shall sign a contract with the Tribe in the form set forth as Exhibit 1 to this RFP (the "Contract").

II. BACKGROUND

Since 1991, the U.S. Forest Service and the Nez Perce Tribe have taken a passive approach to restoration within riparian meadow systems. This passive approach has included fencing the meadow to exclude cattle grazing and replanting riparian vegetation. In the early 2000s, a combination of wooden post and rail and barbed wire fence was constructed around both Merton and Upper Mill Cr Meadows to exclude cattle.

Merton Creek is considered to have high habitat potential for steelhead trout and westslope cutthroat trout, providing spawning and rearing habitat. Merton Creek also contains spawning and rearing habitat for bull trout. Mill Creek is considered to have high habitat potential for steelhead trout spawning and rearing with foraging, migration, and overwintering habitat for bull trout.

Fencing the meadow systems and precluding cattle from them assists in the recovery of these species by protecting redds from trampling by livestock during spawning and incubation periods. The fences also assist in the recovery of aquatic and terrestrial ecosystem health within the meadow systems, including establishing healthy and diverse vegetation to stabilize streambanks and provide shade, habitat, and cover in the stream. This will in-turn provide reduced sediment inputs and lowered stream temperatures with improved channel habitat and complexity, which benefits fish species within the meadows and downstream.

III. SCOPE OF SERVICES

The following Scope of Services shall be the basis for Qualification response by Offeror under this RFP. At the discretion of the Tribe, certain additional services may be assigned to the Contractor during the course of the Services.

Contractor responsibilities will include the following primary tasks as included in the Contract Form in Exhibit 1:

Merton Meadows:

1. Replace approximately 5,190 ft of existing post and rail and 2,430 ft of existing barbed wire fence with four strand high-tensile wire as per specification in Attachment 3 of Exhibit 1. Treated wood posts will be used for the entirety of the fence.
2. Replace one existing wire gate and two stream crossings with like kind.
3. Install one additional wire gate.
4. Work cooperatively with the Nez Perce Tribe to select fencing materials to be purchased by the Tribe.
5. Transport personnel, fuel, equipment, and tools necessary for fence construction.
6. Transport fence materials as needed for construction of fence.

7. Demolish existing fence for removal and disposal.
8. Remove and dispose of old fence materials off of the Nez Perce – Clearwater National Forest.
9. Reseed any disturbance area upon completion of the project.

Upper Mill Creek Meadows:

1. Replace approximately 4,226 ft of existing post and rail and 6,225 ft of existing barbed wire fence with four strand high-tensile wire as per specification in Attachment 3 of Exhibit 1. Posts will alternate between wood and metal T-posts.
2. Replace 900 ft of existing post and rail fence with like kind.
3. Replace one existing wire gate, one walk-through, and six stream crossings with like kind.
4. Work cooperatively with the Nez Perce Tribe to select fencing materials to be purchased by the Tribe.
5. Transport personnel, fuel, equipment, and tools necessary for fence construction.
6. Transport fence materials as needed for construction of fence.
7. Demolish existing fence for removal and disposal.
8. Remove and dispose of old fence materials off of the Nez Perce – Clearwater National Forest.
9. Reseed any disturbance area upon completion of the project.

IV. INFORMATION CONCERNING RFP AND PROJECT

All correspondence and questions pertaining to this RFP, including submittal of proposals, should be directed to:

Miranda Gordon
 Nez Perce Tribe
 Department of Fisheries Resources Management – Watershed Division
 South Fork Clearwater Project Leader
 (208) 621-3547
mirandag@nezperce.org

The Tribe reserves the right to (1) reject any or all proposals or (2) cancel the RFP if doing either would be in the public interest as determined by the Tribe.

V. PERFORMANCE SCHEDULE

The following schedule of events shall be followed for this RFP unless otherwise modified by the Tribe:

Performance Schedule

1	Bids Due	6/23/2022 4:00 PM
2	Select Contractor	6/27/2022
3	Notice to Proceed	Anticipated 8/2/2022
4	Project Start Date	Anticipated 8/2/2022
5	Project End Date	12/30/2022

VI. CONTRACT

1. The Offeror, if any, selected by the Tribe will be required to enter into a written contract in the form attached as Exhibit 1 to this RFP.
2. The proposal should indicate acceptance of the Contract provisions but may – in addition to and not in lieu of the Tribe's Contract – suggest reasonable alternatives that do not substantially impair the Tribe's rights under the Contract. Silence shall be deemed acceptance of the standard form of Contract.
3. If inclusion of any of the Tribe's proposed contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal by the Offeror during cost negotiations and prior to selection of the Offeror as the Contractor.

VII. EVALUATION CRITERIA

Certified Indian Owned businesses registered with the Nez Perce Tribe will be given preference. Please note if you are a registered CIB with the Nez Perce Tribe.

Construction firms must have a minimum of 2 years of experience in the similar work.

Each interested contractor shall submit a proposal package to the Tribe that includes the sections below. Proposals should provide a concise description of the contractor's ability to meet the requirements of the project. Emphasis should be on completeness and clarity. Offerors shall submit their proposal(s) in the following format and the quantities specified:

- a. 1 copy of the completed, signed offer/price proposal (Bid Schedule of the solicitation package, including a completed State of Idaho Certification of Verification of Worker's Compensation Insurance form and an original bid bond).
 - b. 1 copy of the technical proposal.
1. **Technical Proposal:** The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Tribe. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and project area and a detailed description of the techniques, procedures and program for achieving the objectives of the specifications/ statement of work. Proposals which merely paraphrase the requirements of the Tribe's specifications/ statement of work, or use phrases as "will comply" or "standard techniques will be employed", will be considered unacceptable and will not be considered further. A finding of unacceptable on any one of the technical evaluation criteria could render the overall technical proposal unacceptable. As a minimum, the proposal must clearly provide the following:
 - a. **Past Performance.** List and briefly describe all previous contracts of similar scope and/ or size completed within the last 2 years. Past performance will be evaluated in terms of quality of services; timeliness of performance; management and business relations with previous customers; customer satisfaction; cost control; oversight of project including subcontractors and suppliers; and compliance with contract requirements, labor, and safety standards. The contractor should demonstrate having a minimum of 2 years of experience in fence construction and provide a summary of relevant experience and responsibility for similar projects in terms of project type and dollar value.

For each past project include:

- Location of the project
- Type of work performed
- Date the work was completed

- Size of the project including dollar value
 - On-Site Supervisor/Key Personnel utilized
 - Current client contact information (include telephone numbers)
 - If problems were encountered, describe them and any corrective actions taken to prevent a recurrence.
- b. **Work Plan.** Describe your plan to efficiently accomplish the work. Identify work crews and equipment to be devoted to this project as well as the schedule for their assignment. Acceptable proposals will show ability to complete the project within the time frames specified, or sooner. We will also assess the realism of proposed completion dates, given the resources to be devoted to the work.

Specifically address:

- Type and size of equipment to be used
 - Provide a list of suppliers for each major item to be required under this project
 - Identify the proposed On-Site Supervisor/other Key Personnel and their duties on site as well as experience in this type of work
 - Provide a production schedule that includes an overall time frame for the project as well as the time frames and sequencing of each work element included in the project.
 - Describe the experience of the prime contracting firm and any major subcontractors in performing similar work. We will assess the contractor's performance risk given the amount and type of similar work performed on previous projects.
2. **Price Proposal:** Prices submitted in the Schedule of Items will be evaluated for reasonableness and the degree to which they reflect an understanding of the work requirements. The Tribe may screen the quotes on price and those quotes determined to be unreasonably high or low will not be evaluated further.

The importance of cost/ price may become greater as the difference between technical proposals decreases. Where technical proposals are determined to be substantially equal, any cost/ price advantage to the Tribe may control award.

PRICE RANGE: The cost estimate for the Merton Meadows project is \$40,000 to \$65,000 and the cost estimate for the Upper Mill Cr Meadows project is \$75,000 to \$86,000.

VIII. EVALUATION OF PROPOSALS

1. Certified Indian Owned Business: Certified Indian Owned Businesses (CIB) registered with the Nez Perce Tribe will be given preference. Please note if you are a registered CIB with the Nez Perce Tribe.
2. If two or more Offerors are equally qualified, the Tribe will give preference to a CIB. CIB must be within 10% of the lowest non-Indian bidder and in accordance with budgetary restrictions.
3. Proposals that do not adhere to all terms and conditions of this RFP or that are otherwise non-responsive may, in the sole discretion of the Tribe, be rejected or given a lower rating in the evaluation process.
4. If the Tribe and the highest ranked Offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the Tribe, the Tribe shall, either orally or in writing, formally terminate negotiations with the highest ranked Offeror. The Tribe may then negotiate with the next most qualified Offeror. The negotiation process may continue in this manner through successive Offerors until an agreement is reached or the Tribe terminates the contracting process.
5. The Tribe retains exclusive discretion and reserves the right to determine:
 - a. Whether a proposal is complete and complies with the provisions of this RFP.

- b. Whether an Offeror should be allowed to submit supplemental information.
- c. Whether irregularities or deficiencies in a proposal should be waived.
- d. Whether to seek clarifications of each proposal or request additional information necessary to permit the Tribe to evaluate, rank, and select the most qualified Offeror.

IX. SELECTION BY THE TRIBE

The Contract will be awarded to the Offeror who, in the Tribe's judgment, has submitted a proposal that best meets the Tribe's requirements and successfully completes scoping and fee negotiations with the Tribe. If there are disagreements with the outcome or questions about the selection process, Offerors must submit protests in writing to the Tribe within seven (7) calendar days after the selection has been made. The Tribe will either uphold or deny the protest, and a written response will be issued for all properly submitted protests. If the protest is denied, the Tribe will proceed to award the Contract.

Final award will be subject to execution of the Contract. Negotiation of the Contract will include the scope of services and fees for services. The Tribe reserves the right to negotiate a final Contract that is in the best interest of the Tribe. If permitted by the Tribe, in its sole discretion, negotiation of the Contract may include one or more of the proposed alternate terms and conditions, if any, in the selected Contractor's proposal. Award of the Contract may be withdrawn if the Contract negotiations are not timely concluded, as determined by the Tribe in its sole discretion.

If the Tribe and the Offeror initially selected by the Tribe are unable to negotiate a Contract, the Tribe reserves the right to select another Offeror and negotiate a Contract with that Offeror in accordance with this document.

X. EXHIBITS

Exhibits to this RFP include:

1. Schedule of Bid Items
2. Maps
3. Specifications
4. Workman's Compensation
5. Wage Determination
6. Bonneville Power Administration Clauses

EXHIBIT 1

CONTRACT FORM

Agreement for Contracted Services

MERTON MEADOWS AND UPPER MILL CREEK MEADOWS FENCE REPLACEMENTS CONTRACT

NEZ PERCE TRIBE

And

To Be Determined

This contract is entered into between the Nez Perce Tribe, P.O. Box 365, Lapwai, ID, 83540, hereinafter referred to as the "Tribe", and **TO BE DETERMINED** (Contractor name and address) hereinafter referred to as the "Contractor."

I. SERVICES

The Tribe hereby hires Contractor to remove and replace two existing fences, a portion of the fence surrounding Merton Meadows and a fence surrounding Upper Mill Creek Meadows. The goal of this project is maintain the integrity of the fence constructed to enhance and protect terrestrial and aquatic habitat through improved grazing management and reduced bovine access to sensitive riparian areas. The projects are located within the Nez Perce - Clearwater National Forest in Clearwater and Idaho Counties.

The Merton Meadows fence is 7,620 ft (along Forest Road 309) of barbed wire and post and rail fencing along Merton Meadows on U.S. Forest Service land to be replaced per specifications and maps in Attachments 2 and 3. Currently, the standing fence consists of 5,190 ft of post and rail and 2,430 ft of barbed wire and wood post fence. Project tasks include removal and disposal of existing fence followed by the replacement with 7,620 ft four-strand high tensile wire with wood line posts at 10 ft spacing. Additionally, work includes replacement of 1 wire gate and 2 stream crossings. One wire gate will be added and efforts will be made to blend in as much as possible with the existing fence to not draw unneeded attention. All materials will be removed off Forest and properly disposed of as part of the contract. Construction materials will be purchased by the Nez Perce Tribe Watershed Division, but delivery to the project site is the responsibility of the Contractor.

The Upper Mill Creek Meadows fence along Forest Road 309 near Corral Creek has had a partial replacement of the fence along the road. The remaining 10,451 ft of both barbed wire and post and rail fence will be replaced under this contract. 900 ft of the 10,541 ft will be replaced in kind with post and rail near the campground and trail head, but the remaining 9,551 ft of fence will be replaced with four-strand high tensile wire with alternating wood and T-posts at 10 ft spacing per specifications and maps in Attachments 2 and 3. Project tasks include removal and disposal of existing 6,225 ft of barbed wire and 4,226 ft of post and rail fence followed by the replacement with 9,551 ft of four-strand high tensile wire with alternating wood and T-posts and 900 ft of post and rail replacement. Additionally, work includes 1 wire gate, 1 walk through, and 6 stream crossings.

Any disturbance caused during the construction and hauling of materials in and around the meadows will be seeded with native grass seed provided by the Nez Perce Tribe Watershed Division. Any additional disturbance outside of reasonable for the construction of the project will be seeded by the Contractor at the Contractor's expense.

Contractor will camp at the USFS Corral Creek campsite.

Noxious/Invasive Weed Prevention

All construction equipment will be cleaned prior to mobilization to the project area. Remove dirt and plant parts and all materials that could carry noxious weeds into the project area. Only construction

equipment so cleaned and inspected by the Tribe will be allowed to operate within the project area. Treat all subsequent move-ins of construction equipment in the same manner as initial move-ins. "Construction Equipment" does not include personal vehicles or support equipment that remains on the main travel routes; however, any vehicle, including personal vehicles, used to transport materials within a meadow is subject to weed prevention protocols and inspection.

Payment for equipment cleaning is incidental to this pay item and no separate payment will be made.

II. TERM

Pework Conference

Prior to commencement of work, the Tribe will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. Also at this meeting such things as work progress schedule and livestock exclusion plan shall be developed and established in writing.

Project Commencement

Commencement of fence installation shall begin after August 2, 2022, and will be completed to the satisfaction of the Tribe's departmental representative by December 30, 2022. Once the project has started, work shall proceed until full completion. This contract will terminate on December 31, 2022.

III. GENERAL REQUIREMENTS

The contractor shall provide all labor, supervision, equipment, tools, supplies and materials (except those furnished by the Tribe) necessary to complete the project in accordance with the specifications and drawings. This includes but is not limited to the mobilization and procurement of equipment or materials from on or off-site sources, preparation of materials, and placement or installation of materials.

Loss, Damage, or Destruction

Equipment furnished with operator. The Tribe shall not be liable for loss, damage, or destruction of equipment furnished under this contract except for such loss, damage, or destruction resulting from the negligent or wrongful act(s) of Tribal employee(s) while acting within the scope of their employment.

All claims arising under this clause will be submitted to the Contracting Officer.

Incidental Pay Items

The intent of the contract is to provide for the complete construction of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in accordance with drawings, specifications, and provisions of the contract. Payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work and materials will be considered as incidental to and included in the payment for items shown.

IV. COMPENSATION

The Tribe shall compensate Contractor an amount not to exceed **To Be Determined** (Fixed Price). Payments for the expenses associated with fulfilling of the terms and conditions of this contract will be made within 45 days of receipt of invoices. The contract cost shall be based on a monthly invoice submitted for the work completed.

The Tribe will make payment based upon completion of work by Contractor and acceptance by department representative. Proof of work completed shall be evidenced by the Tribe's Contracting

Officer's signature on submitted invoice.

Idaho Worker's Compensation Law

Prior to award of any contract subject to Idaho Workers' Compensation Laws, the Contractor must provide a completed State of Idaho Certificate of Verification of Workers' Compensation Insurance form to the Tribe. This form will be submitted to the Idaho Industrial Commission by the Tribe in order to assure that the Contractor in line for award has the required worker's compensation coverage or is exempt from the requirement for coverage.

A copy of the State of Idaho Certificate of Verification of Workers' Compensation Insurance form has been provided for use (as an attachment) and shall be completed and submitted as part of the offer.

This certificate of verification shall be fully executed by the Contractor and signed by the Industrial Commission Compliance Officer prior to issuance of the Notice to Proceed.

Wage Rate Requirements (Construction) Statute

If this is a contract in excess of \$2,000, the Wage Rate Requirements (Construction) statute requires the Contractor to pay certain minimum wages and benefits to employees working under this contract. These required minimum wages are stated in the attached Wage Decision (see Attachment 5). **Under Executive Order (EO) 14026, an hourly minimum wage of \$15.00 for calendar year 2022 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 30, 2022. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$15.00 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2022. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.**

V. TECHNICAL ASSISTANCE

The Tribe will designate a Contracting Officer (CO) as well as designate a representative, hereinafter referred to as the Contracting Officer's Representative (COR), who will provide on-the-ground administration for the Tribe. The term "Contracting Officer" as used throughout the Specifications, shall be interpreted to include the Contracting Officer's designated representative(s) acting within the limits of their delegation of authority.

VI. KEY PERSONNEL

The key personnel specified in the Offeror's Technical Proposal are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

VII. INDEPENDENT CONTRACTOR

Both parties agree that Contractor will act as an independent contractor in the performance of its duties under this contract. Contractor shall be responsible for payment of all applicable taxes including federal, state, and local taxes arising from its activities under this contract. Contractor is also responsible for obtaining all necessary federal or local permits in order to perform such work. The Tribe

assumes no responsibility for damages to property or Contractor or employee injuries.

VIII. INDEMNIFICATION

The Contractor by signing this contract represents that he has obtained the necessary licenses and insurance and other coverage to perform the duties of the contract lawfully. Contractor agrees to indemnify and hold the Tribe and Tribal staff harmless from and against any and all liability and expense from suits and costs to the extent arising from the negligent acts, errors or omissions or willful misconduct of Contractor in the performance of this Agreement. For claims arising from Contractor's professional services, Contractor's defense obligation under this indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of Contractor's actual, proportional indemnity obligation hereunder.

IX. WARRANTIES.

Contractor warrants that all Contractor and Contractor's employees will be properly certified to perform work outlined in contract/bid and that all laws, licenses and other requirements to perform said work will be complied with by Contractor. Contractor agrees to warrant and remedy any activities/work, without cost to the Tribe. The Tribe shall notify Contractor of such discrepancies within one year of Contractor's completion of work under this contract. Otherwise such warranty expires.

X. TERO COMPLIANCE

This contract shall be subject to Title 9 of the Nez Perce Tribal Code, Tribal Employment Rights Act (TERO).

Native American preference related to contracting and subcontracting for this project is required in accordance with the Nez Perce Tribal Code (NPTC) Title 9, §§ 9-1-1 through 9-4-5. Bidders shall comply with Title 9 and applicable federal and state laws and guidelines, to give preference to Indians in hiring, promotions, training and all other aspects of employment. All contractors with a contract of \$15,000 or more shall pay a one-time fee of 3.5% of the total amount of the contract which shall be included in the base bid and paid to the Tribal Employment Rights Office (TERO). In addition, all contractors, sub-contractors and employers must have an approved, written compliance plan approved by the TERO Office prior to commencement of project activities. For more information, please see the attached document, Frequently Asked Questions about the Nez Perce Tribe's Tribal Employment Rights Office (TERO), or contact the TERO at (208) 843-7363.

XI. STANDARD OF CARE

Contractor shall perform its work according to U.S. standards with that degree of care and skill ordinarily employed by others practicing at the same time and under similar conditions. Further, Contractor shall comply all applicable laws, licenses and other requirements to perform said work to the extent required by the aforementioned standard of care and that are in effect during the term of this Agreement.

Contractor agrees to remedy any activities/work not meeting the aforementioned standard, without cost to the Tribe. The Tribe shall notify contractor of such discrepancies within one year of Contractor's completion of work under this contract.

XII. NOTICES

All notices, requests for changes to contract/bid agreement, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to the Tribe:
Nez Perce Tribe
Department of Fisheries
Resource Management
Watershed Division
P.O. Box 365
Lapwai, ID 83540
Attn: Miranda Gordon

If to the Contractor:
TO BE DETERMINED

XIII. FORUM & CHOICE OF LAW

The forum for any dispute concerning this contract shall be the Nez Perce Tribal Court. This contract shall be constructed in accordance with the contract laws of the Nez Perce Tribe as applicable. In the absence of such laws, the laws of the State of Idaho may be utilized as guidelines by the trier of fact.

XIV. ASSIGNMENTS OF INTEREST

Neither party shall assign any claims, rights or interests under this contract without the prior written permission of the other party.

XV. LIQUIDATED DAMAGES

The Tribe will not pursue liquidated damages as a part of this contract.

XVI. PROPERTY

Upon receipt of all amounts owing under this Agreement, all information, proposals, papers, or materials developed by the Contractor in connection with the performance of services under this contract shall become the property of the Tribe, and the Contractor shall turn over such information, proposals, papers, or materials to the Tribe with the final billing, or sooner upon request. Any modification to such information, proposals, papers, or materials or reuse for purpose outside the scope of this Agreement by the Tribe or others without prior written permission of Contractor shall be at user's sole risk and without liability to Contractor, and the Tribe shall defend, indemnify, and hold Contractor harmless from any claims, losses, or damages arising from such modification or reuse.

XVII. SOVEREIGN IMMUNITY

Nothing in this Contract shall be construed as a waiver or diminishment of the Nez Perce Tribe's inherent sovereign immunity.

XVIII. NOTICE OF PROHIBITION OF MECHANIC'S LIEN RIGHTS

The Nez Perce Tribe categorically forbids liens of any kind, whether in law or in equity, on Tribally-owned property.

XIX. TERMINATION FOR CONVENIENCE

This contract may be terminated by the Contractor or Nez Perce Tribe Executive Committee (NPTEC) without cause, upon 30 days written notice, or sooner if the parties agree.

This contract shall terminate if Tribal funds cease to be available and the Contractor shall be reimbursed for any services rendered to this date. If any provisions of this contract are held invalid, the remaining provision shall not be affected and shall remain in full force and effect. In the event of termination, Contractor shall be paid for services performed up to the date of termination.

XX. TERMINATION FOR DEFAULT (FIXED-PRICE CONSTRUCTION)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Tribe may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Tribe may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Tribe resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Tribe in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include—

- (i) Acts of God or of the public enemy,
- (ii) Acts of the Tribe in either its sovereign or contractual capacity,
- (iii) Acts of another Contractor in the performance of a contract with the Tribe,
- (iv) Fires,
- (v) Floods,
- (vi) Epidemics,
- (vii) Quarantine restrictions,
- (viii) Strikes,
- (ix) Freight embargoes,
- (x) Unusually severe weather, or
- (xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

If, after termination of the Contractor’s right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Tribe.

The rights and remedies of the Tribe in this clause are in addition to any other rights and remedies provided by law or under this contract.

XXI. AMENDMENTS

This contract may be amended in writing at any time by mutual consent of the parties involved and signed by each of them. If such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the contract, a mutually satisfactory adjustments shall be made in the price or delivery schedule.

Both parties agree to the provisions set forth herein as evidenced by the signature of their authorized representative below:

NEZ PERCE TRIBE

_____	_____
Samuel N. Penney	Date
Nez Perce Tribe Executive Committee Chairman	

_____	_____
Shirley J. Allman	Date
Nez Perce Tribe Executive Committee Secretary	

CONTRACTOR

_____	_____
TBD CONTRACTOR	Date

ATTACHMENTS:

- 1. Schedule of Bid Items**
- 2. Maps**
- 3. Specifications**
- 4. Workman's Compensation**
- 5. Wage Determination**
- 6. Bonneville Power Administration Clauses**

1. SCHEDULE OF BID ITEMS

Merton Meadows Replacement:

Item	Pay Item	Description	Unit	Estimated Quantity	Unit Price	Total
Merton Meadows	Installation of High Tensile Wire Fence, Labor	Install posts, wire, braces, etc.	Linear foot	7,620 ft		
	Installation of Wire Gates	Install posts, gates, and accessories	Per each	2		
	Replacement of Stream Crossings	Install posts, gates, and accessories	Per each	2		
	Delivery	Delivery of materials to site	N/A	Lump Sum		
	Demolition Removal, and Disposal of Existing Post and Rail Fence	Demolish existing fence, remove off Forest, and properly dispose of material	Linear foot	5,190 ft		
	Demolition, Removal, and Disposal of Existing Wire Fence	Demolish existing fence, remove off Forest, and properly dispose of material	Linear foot	2,430 ft		
	Reseeding	Reseeding all disturbance during construction	Lump Sum	1		
	TERO Fee	ADD 3.5%	Lump Sum	1		
	Total Merton Meadows Price					\$

Upper Mill Creek Meadows Replacement

Item	Pay Item	Description	Unit	Estimated Quantity	Unit Price	Total
Upper Mill Creek Meadows	Installation of High Tensile Wire Fence, Labor	Install posts, wire, braces, etc.	Linear foot	9,551		
	Installation of Post and Rail Fence, Labor	Install posts, rails, braces, etc.	Linear foot	900 ft		
	Replacement of Walk-Throughs	Install posts, gates, and accessories	Per Each	1		
	Replacement of Gates	Install posts, gates, and accessories	Per each	1		
	Replacement of Stream Crossings	Install posts, gates, and accessories	Per each	6		
	Delivery	Delivery of materials to site	Lump Sum	Lump Sum		
	Demolition, Removal, and Disposal of Existing Wire Fence	Demolish existing fence, remove off Forest, and properly dispose of material	Linear foot	6,225 ft		
	Demolition Removal, and Disposal of Existing Post and Rail Fence	Demolish existing fence, remove off Forest, and properly dispose of material	Linear foot	4,226 ft		
	Reseeding	Reseeding all disturbance during construction	Lump sum	1		
	TERO Fee	ADD 3.5%	Lump Sum	1		
	Total Upper Mill Cr Meadows Price					\$
	TOTAL PRICE					\$

2. MAPS

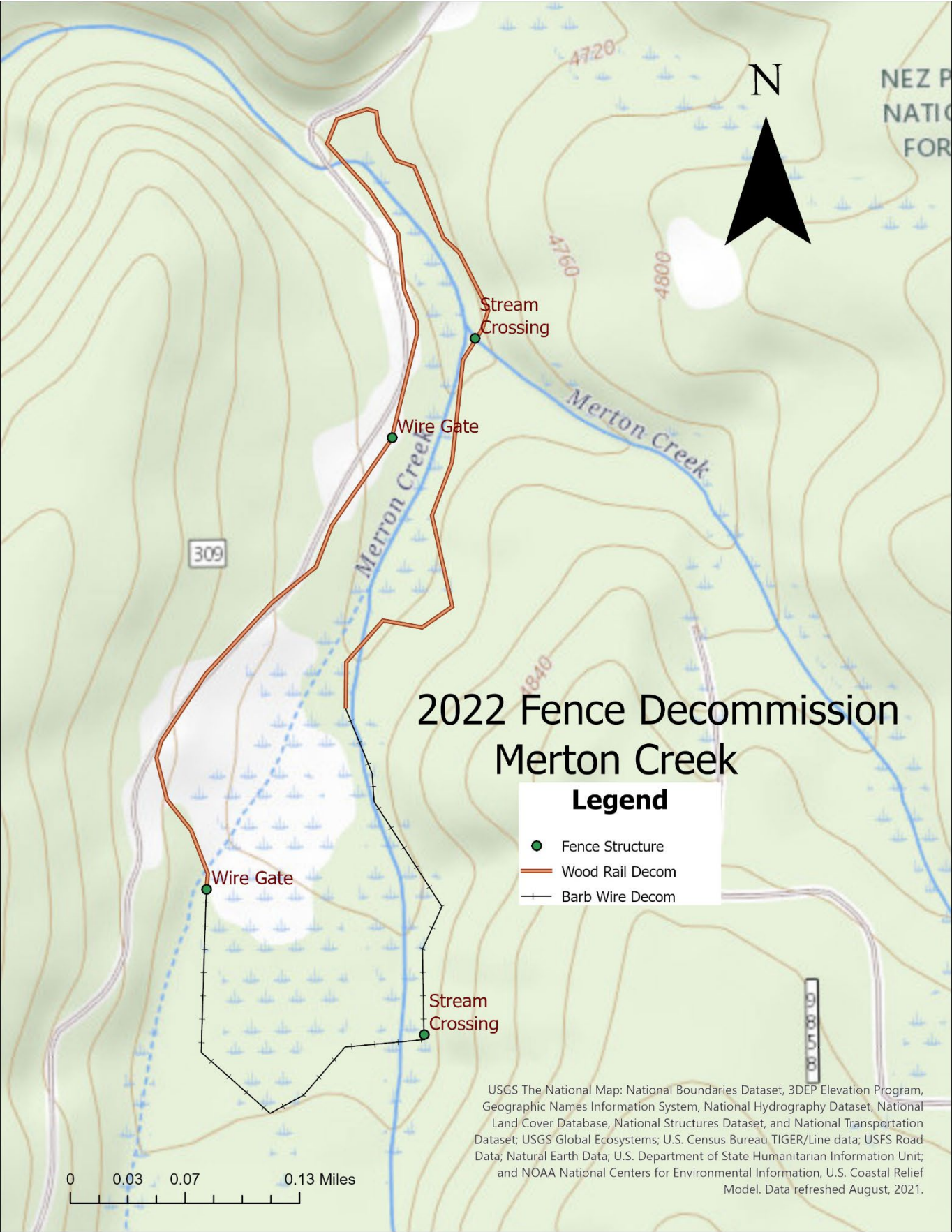


Figure 1. Merton Meadows project map illustrating decommissioning of the existing fence. Merton Meadow is located off Forest Road 309.

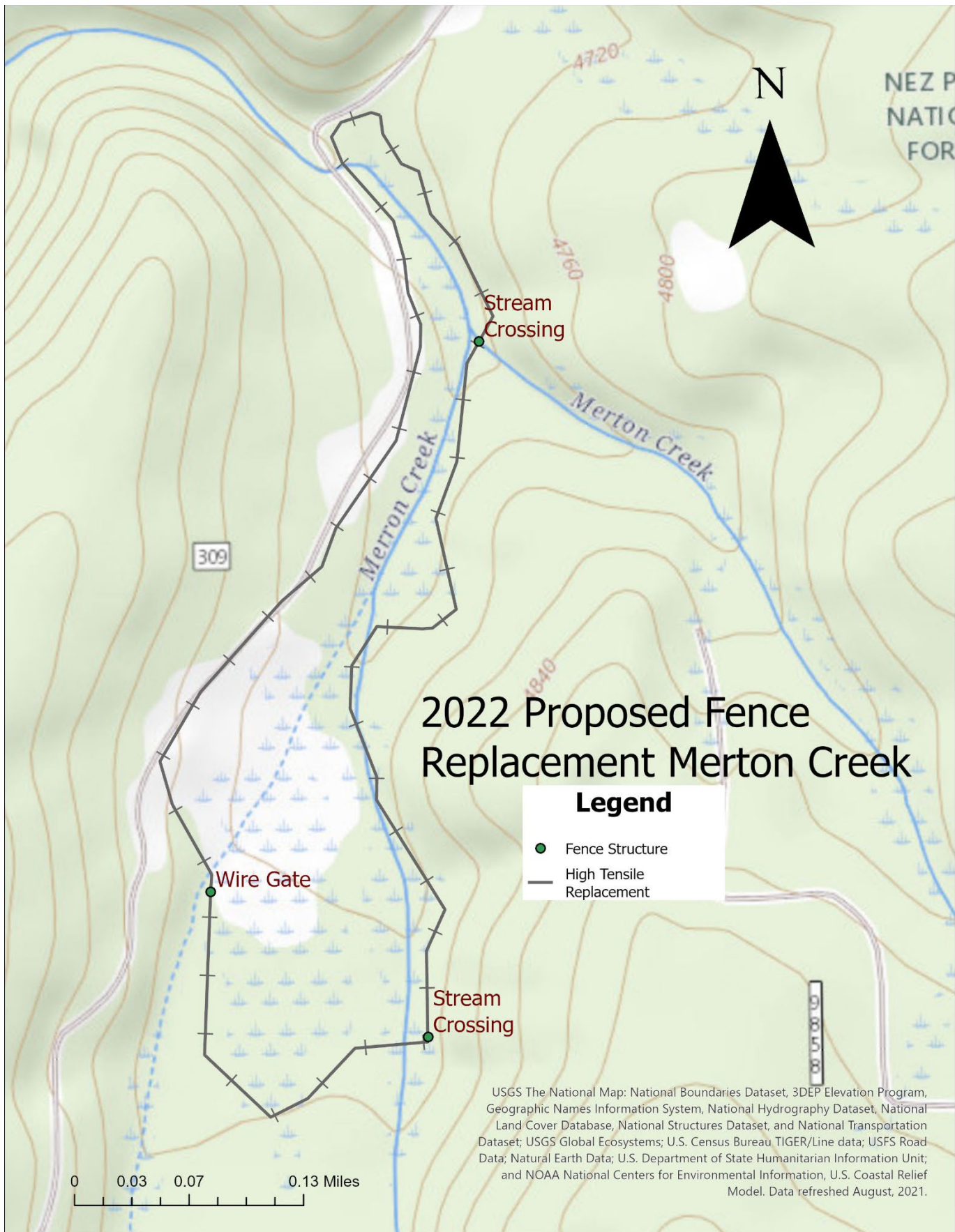


Figure 2. Merton Meadows project map.

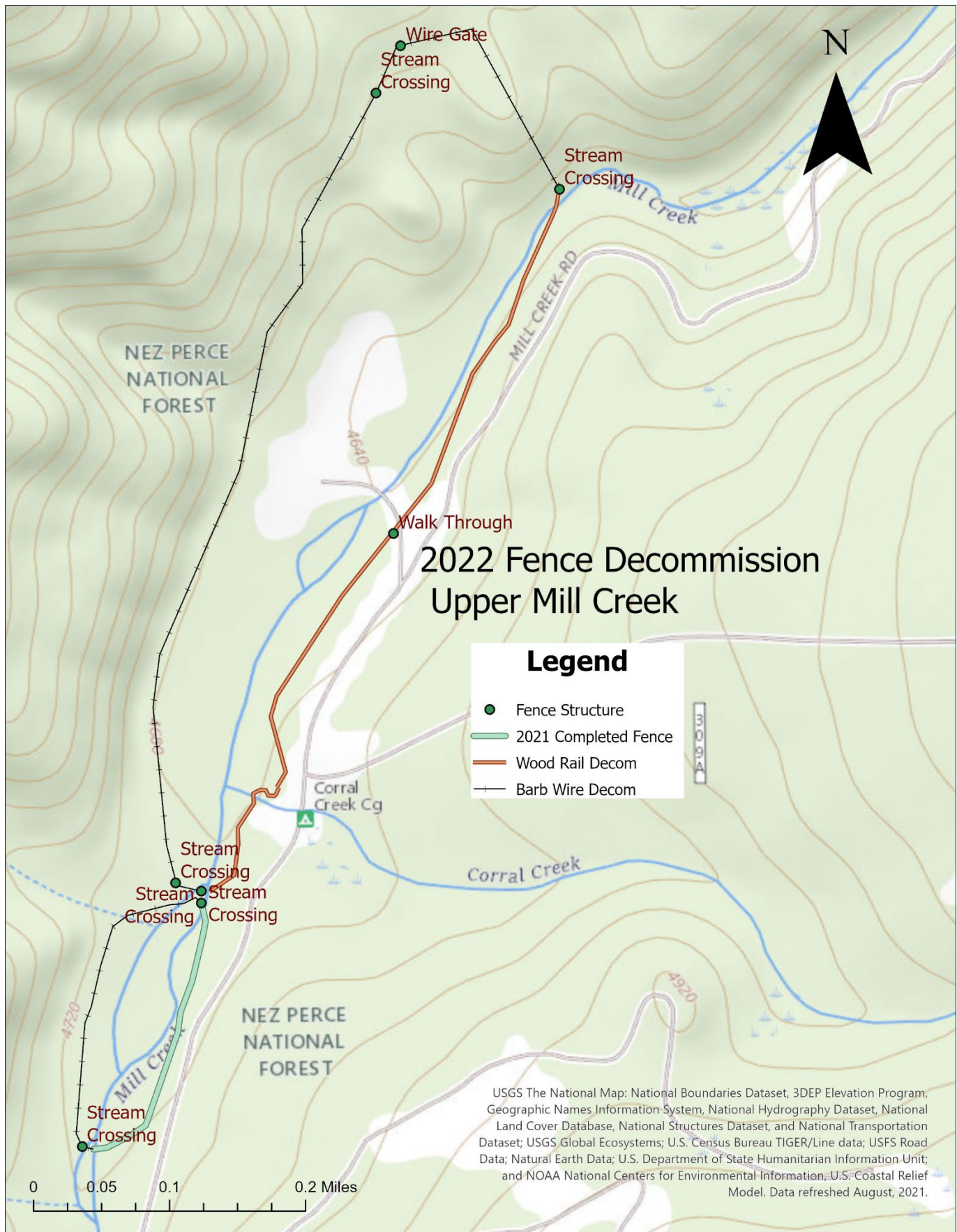


Figure 3. Upper Mill Creek Meadows project map illustrating decommissioning of the existing fence. Upper Mill Creek Meadows is found off of Forest Road 309.

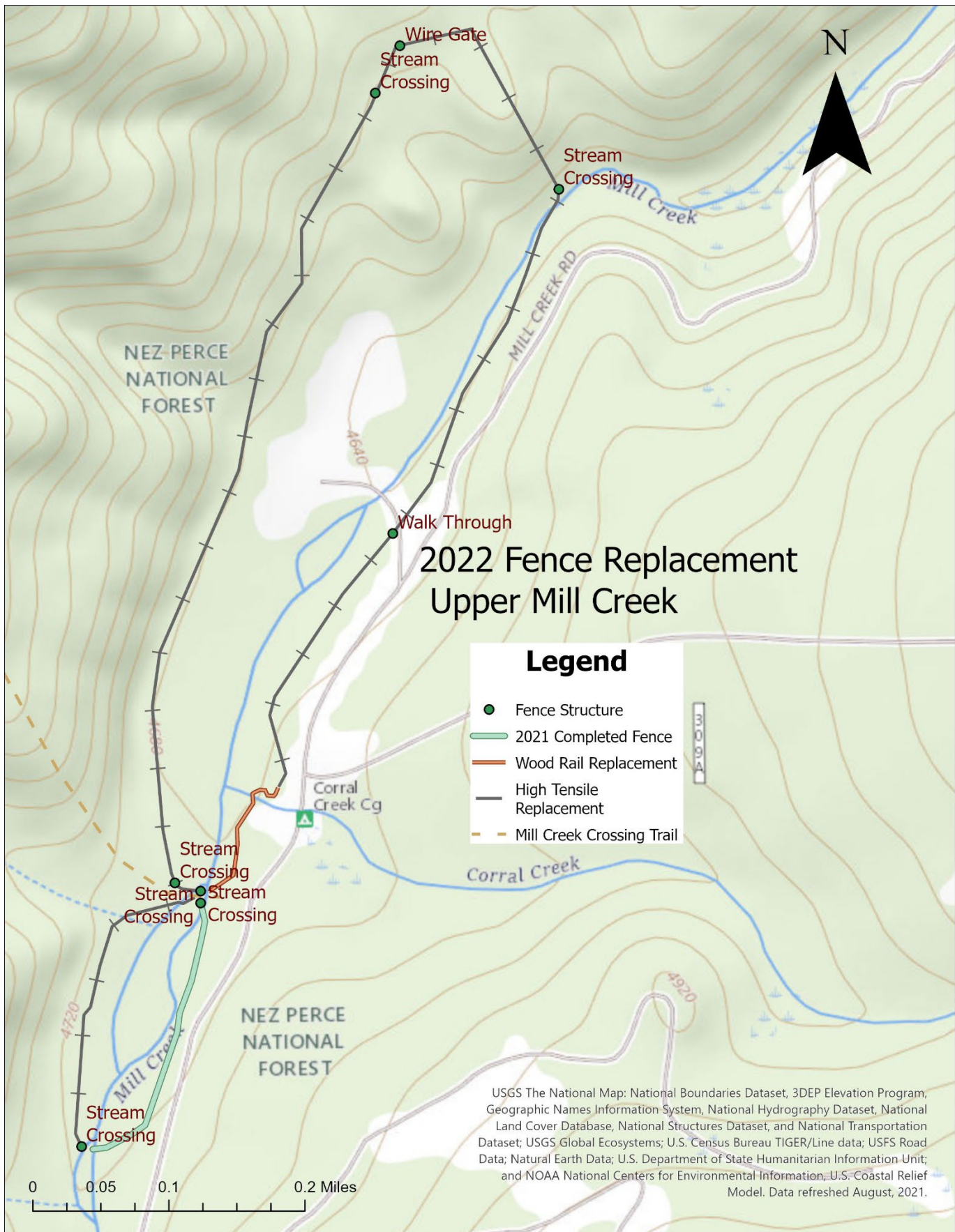


Figure 4. Upper Mill Creek Meadows project map.

3. SPECIFICATIONS

Merton Meadows: The fence will be constructed in the same location of the existing fence. All sections are to be replaced by 4 strand high tensile wire with all wooden posts at 10ft spacing. One wire gate and two stream crossings will be replaced in kind. One additional wire gate will be installed for increased access for future restoration work within the meadow.

Upper Mill Creek Meadows Fence: The existing fence consists of both post and rail and barbed wire fence. 9,551 ft will be replaced with four-strand high tensile wire with alternating wood and T-posts at 10 ft spacing. 900 ft of existing post and rail fence will be replaced with like kind. In addition, one wire gate, one walk through, and six stream crossings will be replaced.

Post and Rail Fence Section

- **Temporary fencing:** Temporary fencing may need to be installed to prevent livestock from accessing the meadow. Electric fence, barbed wire, or smooth wire fencing can be utilized, but must be located within the template (5' on either side) of the existing fence. The Contractor is responsible for removing livestock from the enclosure due to failing or inadequate temporary fence. All materials must be removed at the end of the contract.
- **Post spacing:** A post spacing of 10' is required except at the wire brace, corners, turns, line breaks, and walk-throughs. If extensive deviation from this spacing is anticipated, Contractor shall contact COR or CO for approval.
- **Wood posts:** Posts will be purchased and provided by the Tribe. All post holes will be six inches larger than the post diameter and a minimum of 2.5 ft deep. Earth backfill around posts shall be thoroughly tamped in layers not to exceed four inches and shall completely fill the post hole up to the ground surface. Existing post holes should be used to the greatest extent possible; when this is not possible, all unused holes will be filled in.
- **Metal T-posts:** Only new "T-posts", constructed of high carbon steel, and weighing a minimum of 1.25 lbs/foot exclusive of anchor plate. Posts should be studded, notched, or punched for wire attachment. Metal Posts will be a minimum of 5.5' tall. All posts will be driven a minimum of 20" into the ground, and at least 1" will be above the top wire.
- **Gates and Walk-throughs:** Replace the existing wire gate and install a new wire gate in Merton Meadows with attention to avoiding drawing attention on the access points. Replace one wire gate in Upper Mill Creek Meadows and replace the existing walk-through with like kind as shown in Figure 3.
- **Stream Crossings:** Replace two existing stream crossings in Merton Meadows and six existing stream crossings in Upper Mill Creek Meadows with like kind.
- **Wire spacing:** Wire spacing should be set to reduce the chance of big game breaking the top wire, reduce the chance of adult deer entangling in the top wires and to allow fawns access under the bottom wire. For this reason the bottom wire will be 16" from the ground, second wire at 26", third wire at 36", and top wire will be 46", leaving enough room at the top of the post to allow for a fifth wire at 52" if needed in the future.
- **Wire ends:** Wire must be attached to posts with tensioners or tension indicator springs (see below). Gallagher strainers are preferred.

- **Wire mid:** Wires are held in tension along the posts through the use of in-line strainers. A tension indicator spring may be used to indicate wire tension. Wires must be attached to the posts in such a fashion that the wires may freely move back and forth.
 - For Soft wood posts (pine, larch, fir, etc.) use 1 ½ inch long, galvanized, barbed staples. Wire will be stapled to posts set at an angle to the post grain and are driven in on an upward angle when the wire tension is up and driven in on a downward angle when the wire tension is down (see Figure 5). This is to reduce the potential of the wire tension to pull the staple out. Staples should be driven in leaving a 1/16" gap between the wire and the staple. This will allow the fence to maintain sufficient elasticity to withstand high pressure (> 1,100 lbs.) from animals and contractions in the wire due to temperatures.
 - For metal T-posts, use galvanized steel T-post clips. Clips should be installed around the T post in a manor prevent bending/kinking the high tensile wire. The clips should be bent around the high tensile wire to allow the wire to move freely and ensure elasticity to withstand high pressure (> 1,100 lbs.) from animals and contractions in the wire due to temperatures.
- **Wire joins and unions:** Commercial mechanical fasteners are required for joining high tensile wire. Typically 3 sleeves are required for inline splices, and 2 are required for end loops (unless manufacture documents specifically allow for less, must be provided to CO/COR). Only the wire knots listed in Figure 6 may be used. Tag ends must be neatly twisted in tight wraps around main wire (see below).
- **Wire tension:** Wire should be tensioned to a minimum of 150-300 lb per tension wire.
- **Line braces:** Line braces should be installed at all breaks in alignment or at least every 200' (see below).
- **Brace guys:** Guy wires will consist of high tensile 12.5-gauge class 3 wire. The guy wire is double wrapped around the bottom of the post that the fence-line wires will be attached to and around the top of the brace post in a figure 8 pattern (see below), stapled and connected with a crimp sleeve or wire knot. An inline strainer or tensioner should be installed in the middle and tightened. Gallagher strainers are preferred.
- **Brace poles:** The brace pole is to be fitted between the fence-posts at corner, line, and gate braces and will be double spiked. The surfaces of posts and braces must be notched or flattened where they are to be joined so that about half the nail will be in each member and the nails should be driven at binding angles to each other (see A below)
- **Corner, turn, and gate bracing:** The same construction methods applied to line braces will be applied to corner, turn and gate braces with gates being located between two line braces (see below).
- **Small draws and depressions:** Various techniques may be used to cross small depressions such as small dry or wet draws. A taller post can be set in the bottom of the depression, but should be braced with wire to adjoining posts (see below). A dead weight (heavy rock or post) or earth anchor can be buried and all fence strands should be anchored with 9-gauge galvanized smooth wire. To reduce friction when tightening wire, a rolling insulator should be installed with a 3/8"x4" galvanized lag bolt. Other methods may be accepted if approved by CO.

- **Water gaps:** Installation of water gaps will include replacing post and rail fencing with high tensile wire in a similar template as currently constructed. Braces will be constructed at the ends of each section, above the waterline so fence panels can extend for low water use. Contractor should consult CO/COR for potential modification.

General

- **Post and rail removal:** At locations where wood posts are being replaced, posts shall be excavated to the extent to ensure no portion of the post is left in the ground and adequate tamping of the new post. At locations where posts are being removed and no new post is being installed, wood posts will be saw cut level with the ground. Any holes remaining must be backfilled.

All materials designated for removal become property of the Contractor and are to be disposed of by removing from the forest in an environmentally safe manner in accordance with all Local, State, and Federal requirements.

- **Access:**
The Contractor is responsible to be familiar with and abide by all current fire and safety restrictions in place on National Forest land.

Both Meadows can be accessed by vehicle or ATV in accordance with current forest fire restrictions and are adjacent to Forest Road 309. The FS Trail Crossing at Upper Mill Creek Meadows will provide crossing access point to haul materials. Caution must be taken to avoid creating ruts or visible damage both for the preservation of the meadow system and for the prevention of precedence of motorized vehicles inside the exclosure.

- **Material storage:**
Fence replacement materials can be temporarily stored on site. Approval from the CO/ COR and USFS staff upon exact location is required prior to proceeding. The Nez Perce Tribe and United States Forest Service can't be held liable for theft or damage of the materials stored at this location.

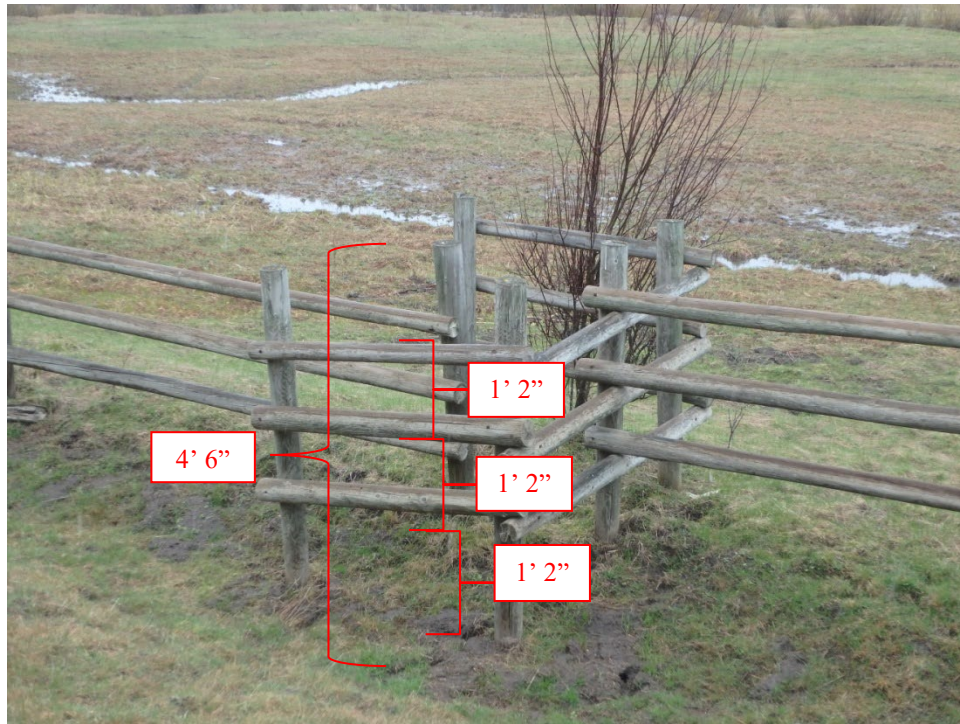


Figure 5

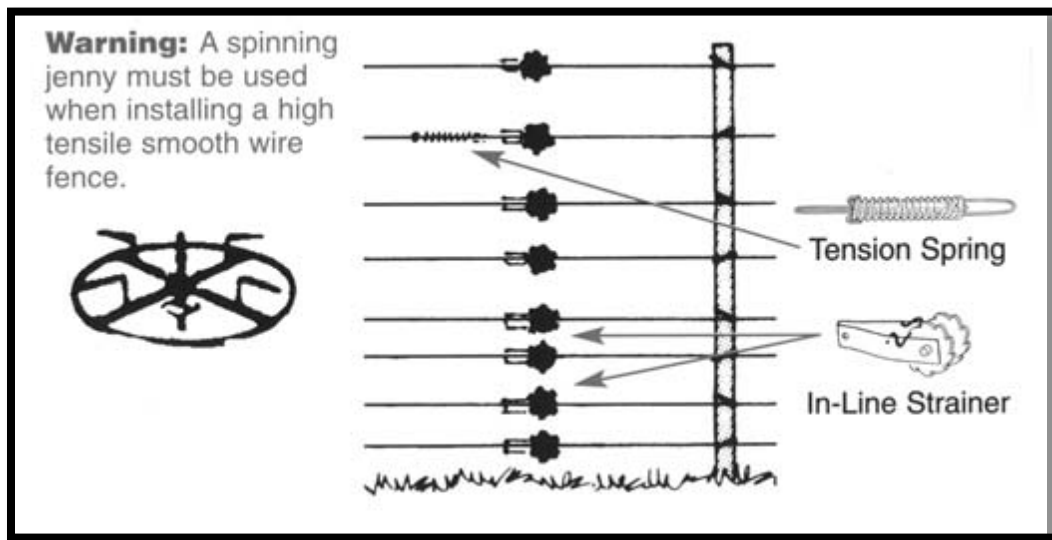


Figure 6

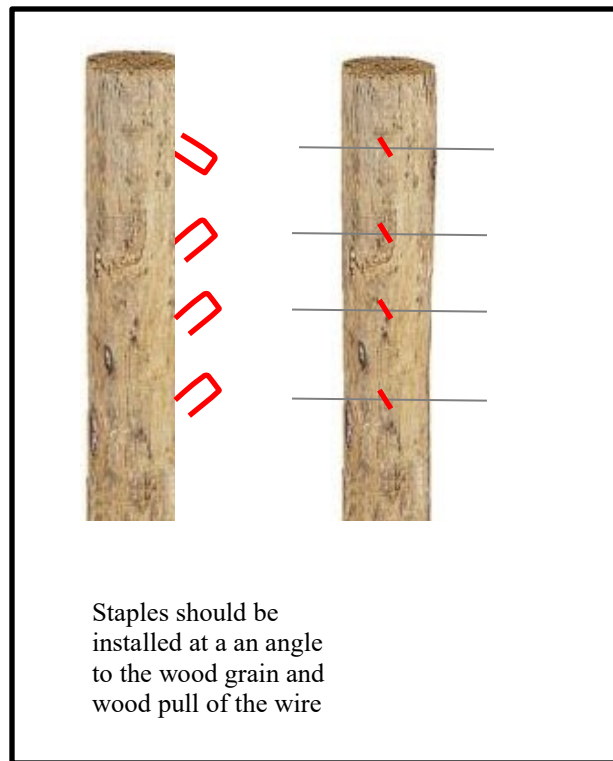
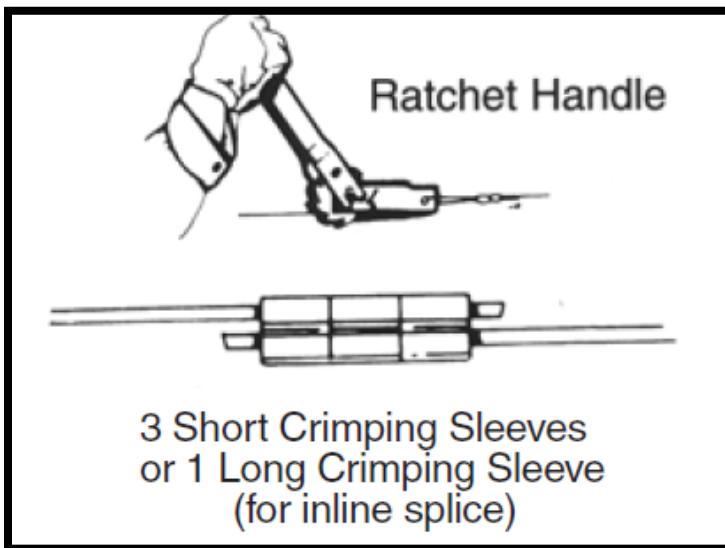
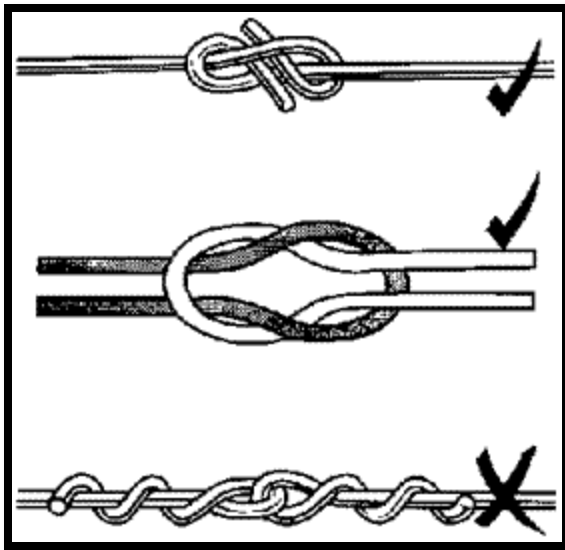


Figure 7

Splicing

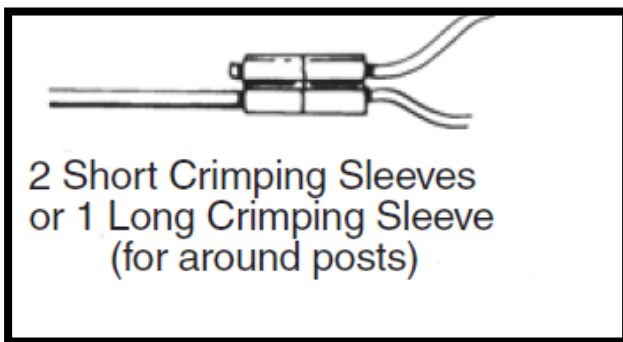


Crimp Method (wire to wire)

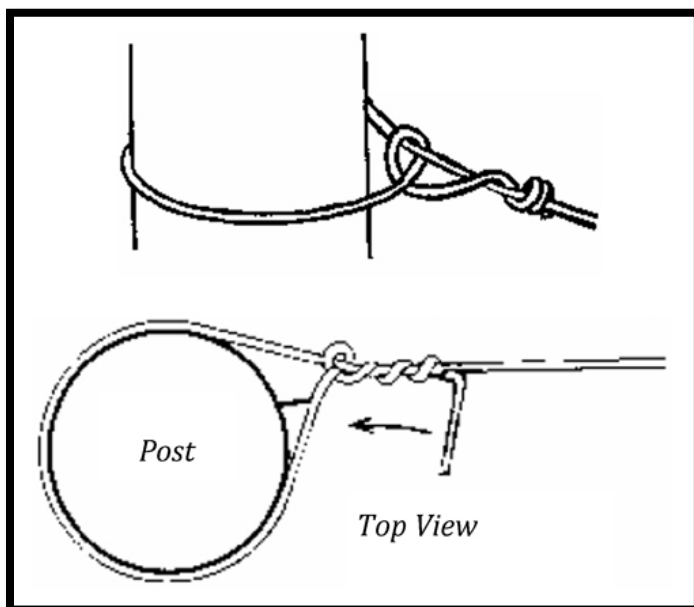


Fence knot method (wire to wire)

Tying Off



Crimp Method



Half Hitch Method
Figure 8

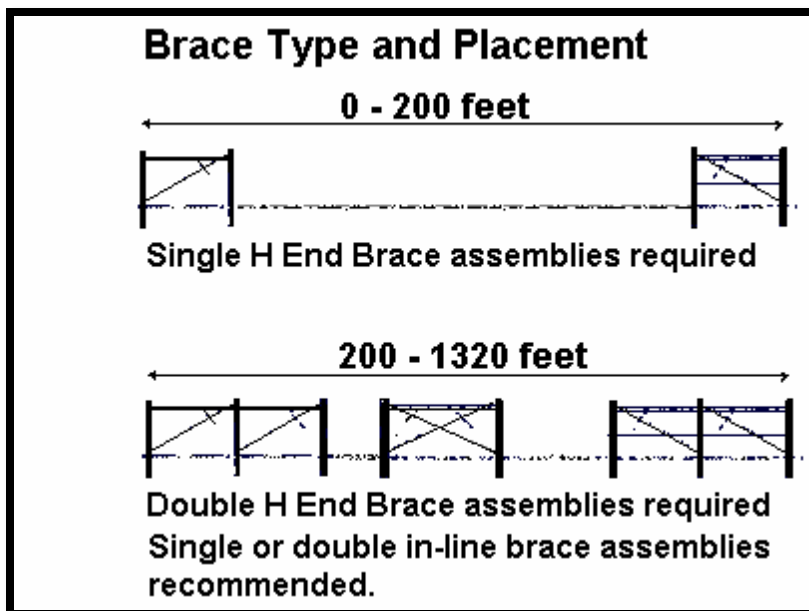


Figure 9

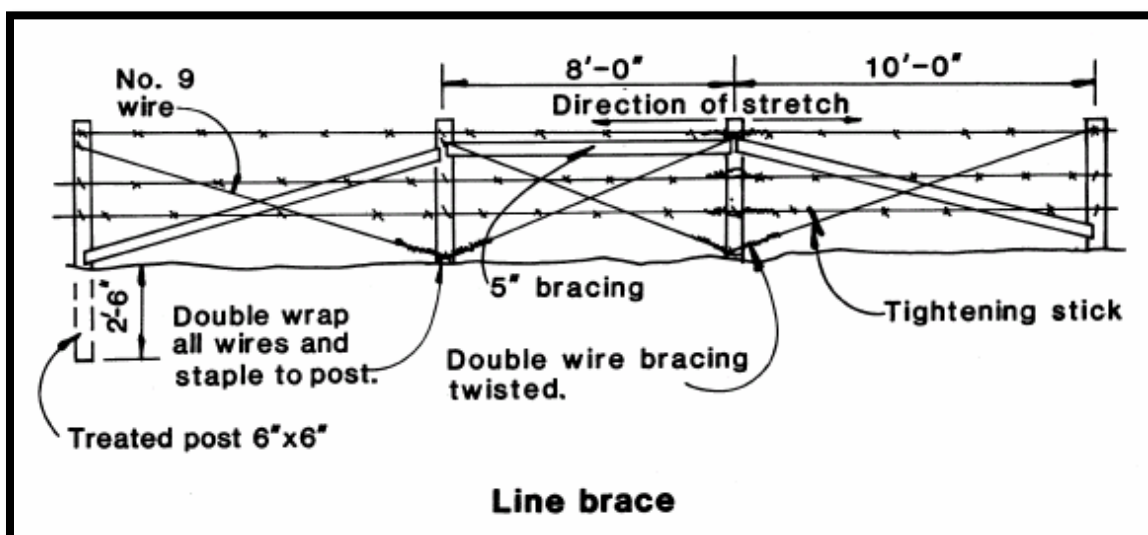


Figure 10

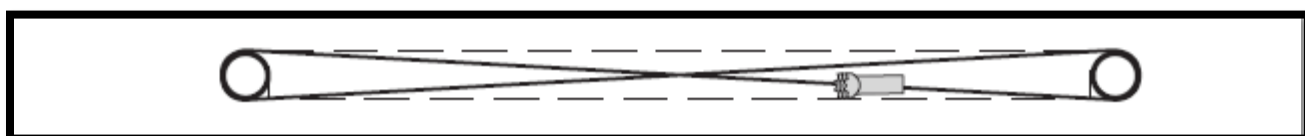


Figure 11

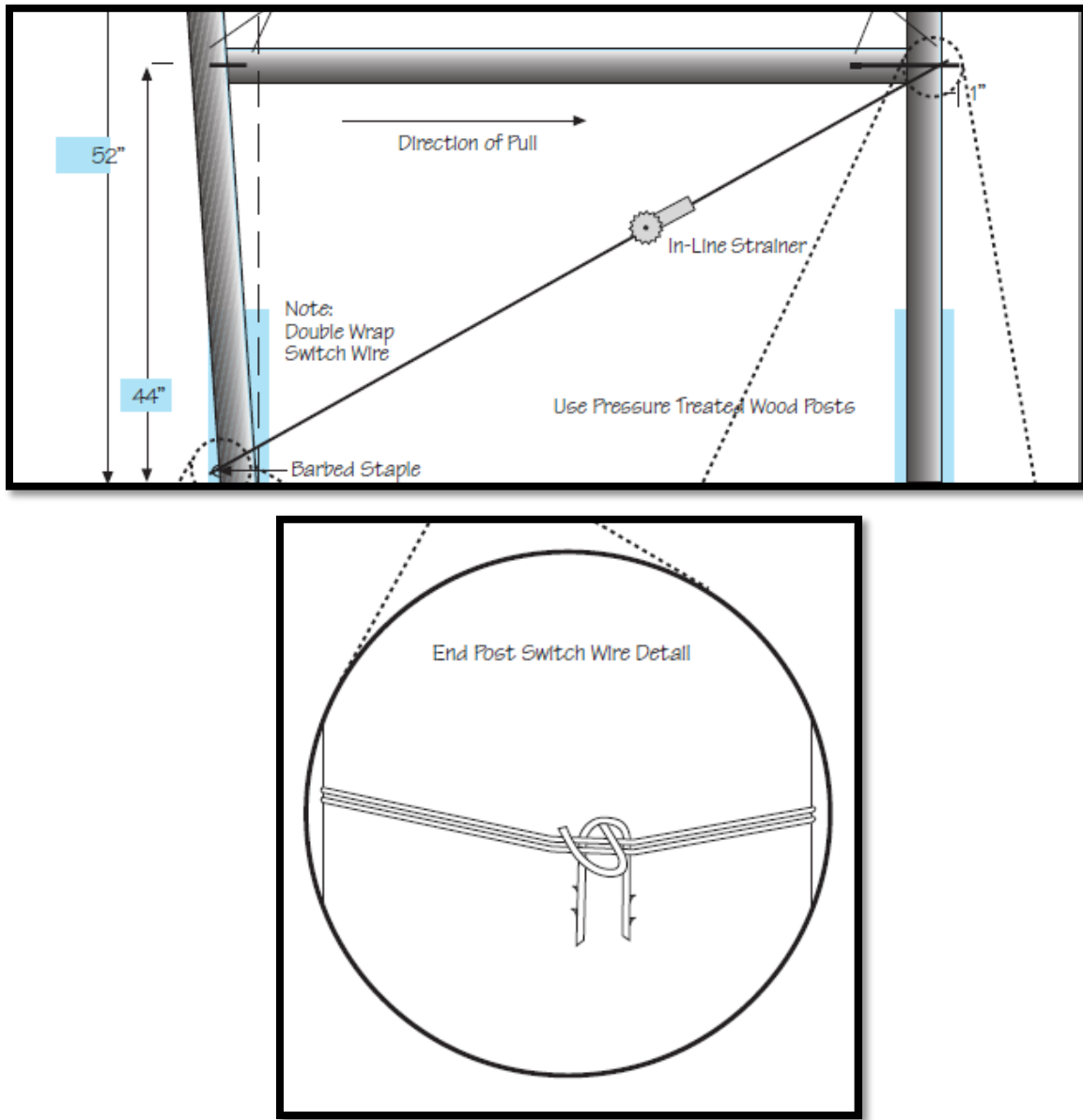


Figure 12

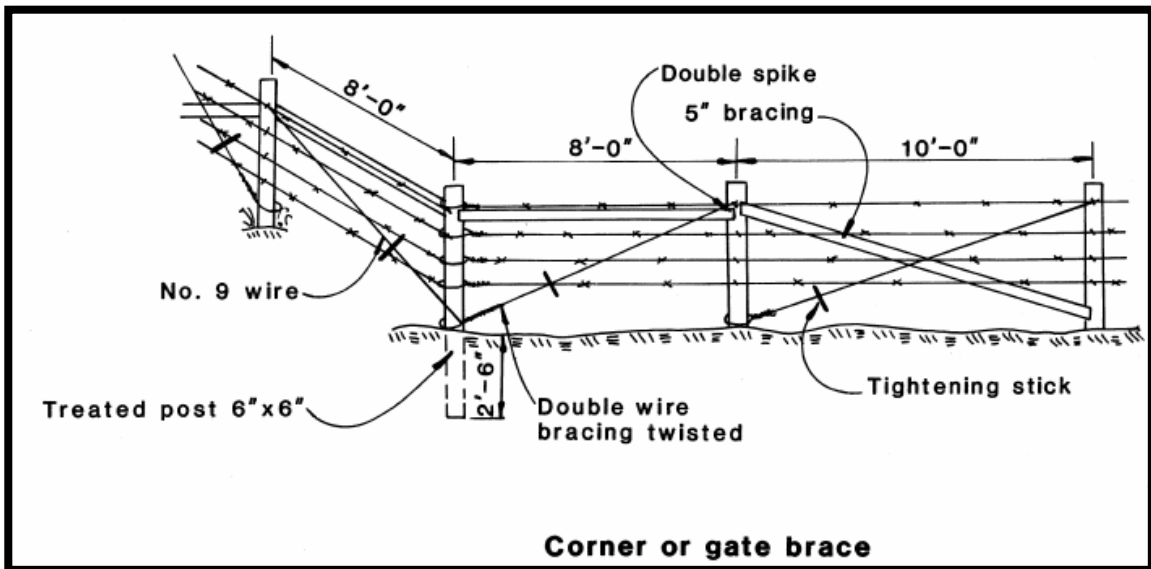


Figure 13

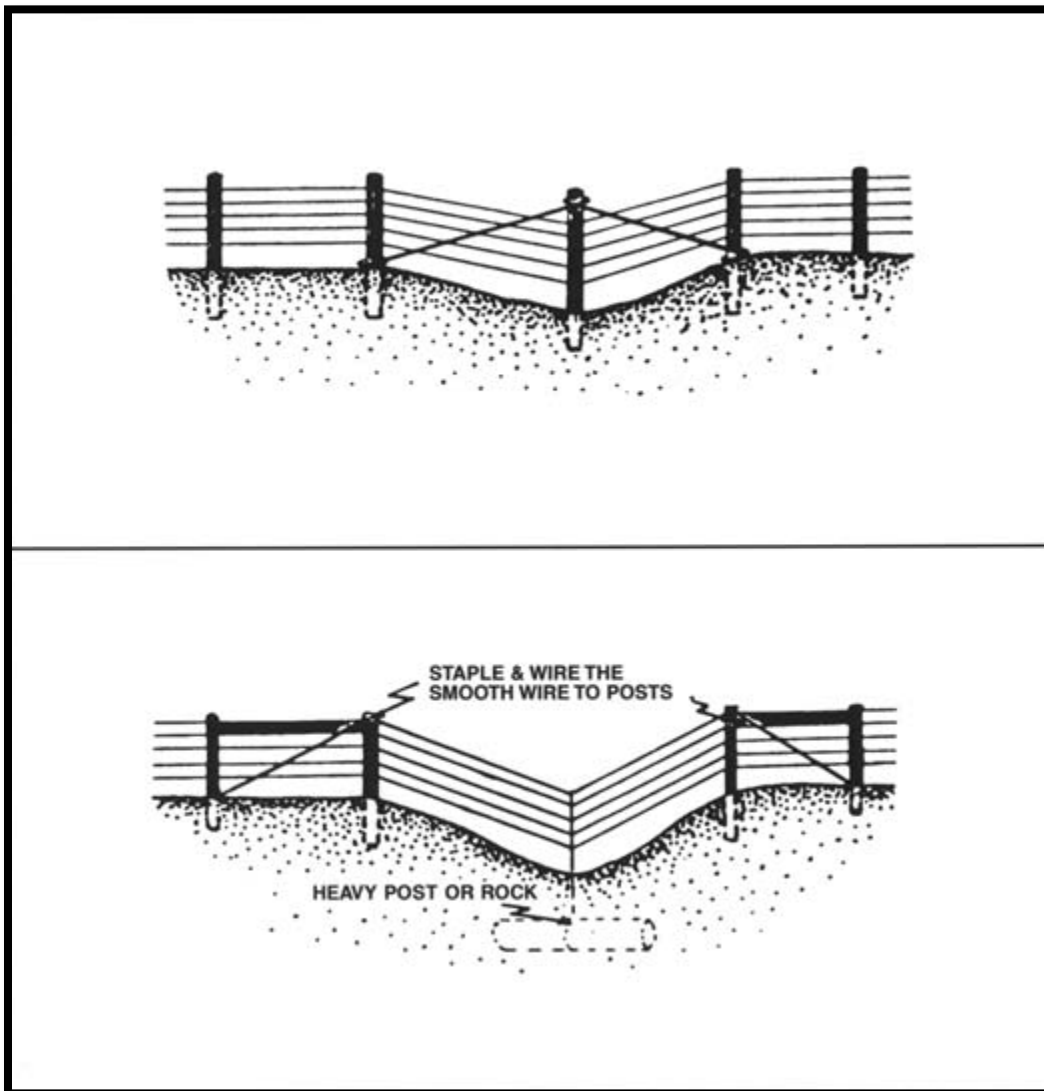


Figure 14

4. WORKMANS COMPENSATION

STATE OF IDAHO CERTIFICATE OF VERIFICATION OF
WORKERS' COMPENSATION INSURANCE

Date: _____

FOR I.C. USE ONLY

IC# _____

Received _____

1. Contractor's Name _____
2. Business Name _____
3. Contractor's Federal Identification Number _____
4. Contractor's Business Address _____

Street, Box #City, StateZip
5. Contractor's Business Telephone Number _____
6. Contractor's Home Address _____

Street, Box #City, StateZip
7. Name of Supervisor in charge of project _____
8. Supervisor's Business Address _____

Street, Box #City, StateZip
9. Supervisor's Business Telephone _____
10. Supervisor's Home Address _____

Street, Box #City, StateZip
11. Classification of Business
 - (a) ☐ Corporation
(List names, addresses & telephone numbers of corporate officers and directors, and percent of ownership.)
 - (b) ☐ Partnership/Limited Liability Company
(List partner/member names, addresses, telephone numbers, and percent of ownership.)
 - (c) ☐ Sole Proprietorship
 - (d) ☐ Other - Please explain
12. Contract # _____

Estimated Start Date _____

13. Location of Work _____

14. Description of Work _____

15. Forest Service District Office Overseeing Contract _____

16. **DO YOU HAVE WORKERS' COMPENSATION INSURANCE?** ☐ Yes ☐ No

17. Workers' Compensation Insurance Company

Name of Carrier _____

Policy # _____ **Effective Date** _____

Name of Agent _____ **Tel. #** _____

Address _____
Street, Box City, State Zip

Extraterritorial Coverage # _____
State _____ **Date Approved** _____ **Expiration Date** _____

18. If Contractor is a **sole proprietorship/partnership/limited liability company**, will workers other than the proprietor or partners/members be performing any of the work to be done under this contract?

☐ Yes ☐ No

a. **If yes**, state the approximate number of such workers and, if known, their names, permanent addresses, telephone numbers, and date of hire. (Attach additional pages, if needed.)

19. If Contractor is a **corporation**, will workers who are not officers and 10% shareholders and directors of the corporation be performing any of the work to be done under this contract?

☐ Yes ☐ No

If yes, state the approximate number of such workers and, if known, their names, permanent addresses, telephone numbers, and date of hire. (Attach additional pages, if needed.)

20. Do you intend to use any sub-contractors to assist you in the performance of this contract? **Note: All sub-contractors used on this contract must also submit a Certificate of Verification of Workers' Compensation Insurance for approval prior to commencing work on this contract.**

☐ Yes ☐ No

If yes, state their names, business names, permanent addresses and telephone numbers.

21. *Based upon my knowledge of the work to be performed under the contract specified on page 1 and upon my knowledge of work practices, methods and technologies to be applied during this contract, I estimate that _____ workers are necessary to do the work in the time prescribed, assuming average production rates and conditions.*

22. **I certify that the above information is true and correct to the best of my knowledge and belief. Further, I agree to inform the Industrial Commission Compliance Officer if there is any change in the above information during the time this contract is in effect.**

Type or Print Contractor's Name

By: _____
Signature

Date: _____

23. If the business is a partnership, limited liability company or corporation, this document requires the signature of **all** of the partners/members/corporate officers. (Attach additional pages if necessary.)

Partner/Member/Corp. Off. Title % of Ownership Date _____

Partner/Member/Corp. Off. Title % of Ownership Date _____

Partner/Member/Corp. Off. Title % of Ownership Date _____

Partner/Member/Corp. Off. Title % of Ownership Date _____

CONTRACTOR - DO NOT WRITE BELOW THIS LINE

Based solely upon the assertions above set forth, and without warranty of continued compliance, the Idaho Industrial Commission finds that Contractor:

☐ Currently carries workers' compensation insurance as required by state law.

☐ Has a current extraterritorial on file from the State of _____ which covers only _____ based employees while working temporarily the State of Idaho. Extraterritorial coverage expires _____.

☐ Is not required to provide workers' compensation insurance because:

☐ Is a partnership/limited liability company/sole proprietor which employs no workers other than the partners/members/sole proprietor and will not employ any other workers under this contract.

☐ Is a corporation which employs no workers other than individuals who are corporate officers, directors and 10% shareholders and will not employ any other workers under this contract.

☐ Other (Specify):

(By making the above finding, the Commission does not warrant continued compliance.)

☐ Has not obtained the required workers' compensation insurance.

Industrial Commission Compliance Officer

Date _____
Contract/Solicitation # _____

5. WAGE DETERMINATION, IDAHO COUNTY

"General Decision Number: ID20220051 03/11/2022

Superseded General Decision Number: ID20210051

State: Idaho

Construction Type: Heavy

HEAVY CONSTRUCTION, Including water and sewer line construction and heavy construction projects on treatment plants and industrial (power plants, manufacturing plants, processing plants, etc.) sites

County: Idaho County in Idaho.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022
3	03/11/2022

* CARP0001-045 06/01/2021

	Rates	Fringes
CARPENTER (Form Work Only)	\$ 38.87	17.84

ELEC0073-011 01/01/2022		

	Rates	Fringes
ELECTRICIAN.....	\$ 39.55	19.68

ENGI0370-041 06/01/2018		

AREA NORTH OF 46th PARALLEL IN IDAHO COUNTY

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe (45,000 gw & under), Cranes (25 tons & under), Drill (8 in bit and over		
GROUP 5.....	\$ 28.76	15.95
Backhoe (45,000-110,000 gw), Crane (25-45 tons), Bulldozer (D-6 and over), Grader/Blade, Front-End Loader(4-8 yds), Paver, Scrapers (all)		
GROUP 6.....	\$ 29.04	15.95
Backhoe (over 110,000 gw), Cranes (45-85 tons), Heavy Duty Mechanic, Front End Loader (8-10 yds)		
GROUP 7.....	\$ 29.31	15.95

Bulldozer (up to D-6)		
GROUP 3.....	\$ 28.44	15.95
Cranes (85 tons & over),		
Front End Loader (10 yds & over)		
GROUP 8.....	\$ 30.41	15.95
Front End Loader (under 4 yds)		
GROUP 4.....	\$ 28.60	15.95
Rollers (all)		
GROUP 1.....	\$ 27.51	15.95

ZONE PAY:

ZONE CENTERS: SPOKANE, PASCO, LEWISTON

ZONE 1: 0-45 Miles: Free

ZONE 2: 45 Miles & Over: \$2.00

BOOM PAY (ALL CRANES):

(A): 180'-250': \$.50 over scale

(B): over 250': \$.80 over scale

ENGI0370-042 01/01/2022

AREA SOUTH OF 46th PARALLEL IN IDAHO COUNTY

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Blade Operator, Backhoe		
(3/4 yds- 3 1/2 yds),		
Cranes (up to and		
including 50 tons),		
Drilling (bit under 8in),		
Front End Loader (over 4		
yds to and including		
7yds), Paver, Scraper (up		
to and including 40 yds)		
GROUP 6.....	\$ 31.40	14.93
Bulldozer, Scraper (over		
80 yds to 100 yds)		
GROUP 8.....	\$ 32.00	14.93

Cranes (over 50 tons), Drill (bit 8 in and over), Grader (Fine), Front End Loader (over 7 yds), Heavy Duty Mechanic, Scrapers (over 40 yds to 60 yds), Tower Crane		
GROUP 7.....	\$ 31.77	14.93
Elevating Grader Operator, Backhoe (under 3/4 yds)		
GROUP 5.....	\$ 31.23	14.93
Front End Loader (up to 4yd)		
GROUP 4.....	\$ 31.06	14.93
Roller		
GROUP 3.....	\$ 30.75	14.93
Scraper (over 100 yds)		
GROUP 10.....	\$ 32.48	14.93

ZONE PAY:

Zone 1 0 - 30 miles: Free
 Zone 2 30 - 60 miles: \$30.00/per day
 Zone 3 More than 60 miles: \$35.00/per day

If a project is located in more than one zone the lower zone rate shall apply

ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S. POST OFFICES:

BOISE: 304 N. 8TH STREET
 TWIN FALLS: 253 2ND AVE. WEST
 POCA TELLO: CLARK STREET
 IDAHO FALLS: 875 NORTH CAPITAL AVE.

BOOM PAY: All Cranes and Concrete Pump Boom Trucks
 100 ft to 150 ft \$.15 over scale
 150 ft to 200 ft \$.30 over scale
 Over 200 ft \$.45 over scale

 IRON0014-006 07/01/2020

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 30.10	34.59

LABO0155-007 01/01/2020

PART OF IDAHO COUNTY SOUTH OF 46th PARALLEL

	Rates	Fringes
LABORER (Common-PIPELINE ONLY)...	\$ 28.72	13.42

LABO0155-009 01/01/2021

IDAHO COUNTY South of 46th Parallel

	Rates	Fringes
LABORER Asphalt Laborer Includes Asphalt Raker, Shoveler, Spreader, and Distributor...	\$ 29.87	14.60
Flagger, Common or General Laborer.....	\$ 28.72	13.42

LABO0238-029 06/01/2017

IDAHO COUNTY North of 46th Parallel

	Rates	Fringes
LABORER (PIPELINE ONLY) Common.....	\$ 26.28	12.15

LABO0238-032 06/01/2019

IDAHO COUNTY North of 46th Parallel

	Rates	Fringes
LABORER Asphalt Laborer Includes Asphalt Raker, Shoveler,		

Spreader, and Distributor		
Group 4.....	\$ 28.48	13.00
Common or General		
Group 2.....	\$ 27.94	13.00
Flagger		
Group 1A.....	\$ 25.84	13.00

Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00

BASE POINTS: Spokane

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office

PLAS0072-003 06/01/2021

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS AND NEZ PERCE AND SHOSHONE COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 32.44	19.56

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston, Wenatchee

Zone 1: 0-45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

SUID2010-044 08/08/2012

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 29.92	5.20
LABORER: Landscape.....	\$ 22.13	11.13

LABORER: Pipelayer.....	\$ 17.67	7.26
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 20.97	0.00
OPERATOR: Concrete Batch Plant.....	\$ 24.94	11.96
OPERATOR: Forklift.....	\$ 21.20	0.00
TRUCK DRIVER: Dump Truck.....	\$ 24.70	12.10
TRUCK DRIVER: Lowboy Truck.....	\$ 21.00	12.10
TRUCK DRIVER: Water Truck.....	\$ 24.48	11.67

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses(29CFR

5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these

classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

6. Bonneville Power Administration Clauses

Bonneville Power Administration Applicable Contract Clauses

This project is being funded partially through BPA funds secured by the Nez Perce Tribe. The Tribe is required by the BPA to apply the following contract clauses to all Tribal contracts / subcontracts. The word Government and Tribe shall be used interchangeably. The “Contractor” in these clauses refers to the Nez Perce Tribe. These clauses are incorporated into this solicitation/contract and must be complied with by the awarded construction firm.

EMPLOYMENT ELIGIBILITY VERIFICATION (10-18) (OCT 14) ([BPL 10.1.8.3](#))

(a) “Employee assigned to the contract,” as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract. (b) E-Verify enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:

(A) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(B) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (a) (3) of this section); and

(C) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (a)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(A) All new employees.

(i) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (a)(3) of this section); or

(ii) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph(3) of this section); or

(B) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the

contract, whichever date is later (but see paragraph (4) of this section).

- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (A) Enrollment in the E-Verify program; or
 - (B) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (A) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (B) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (A) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item; (B) Construction.

- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

SUBCONTRACTING WITH DEBARRED OR SUSPENDED ENTITIES (11-7) (JUL 13) (BPI 11.8.1; BPI 25.1.1)

- (a) “Commercially available off-the-shelf (COTS) item,” as used in this clause means any item of supply (including construction material) that is:
 - (1) A commercial item (as defined in BPI 1.8);
 - (2) Sold in substantial quantities in the commercial marketplace; and
 - (3) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- (b) The Government suspends or debar Contractors to protect the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, by any executive agency unless there is a compelling reason to do so.
- (c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended by the Federal Government.
- (d) The Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended (see www.sam.gov).
- (e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that exceed \$30,000 in value and is not a subcontract for commercially available off-the-shelf items

CONTRACTOR SAFETY AND HEALTH (15-12) (APR 14)([BPI 15.2.4.1](#))

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.). (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a

safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.

- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.