



CONTRACT NO. #2025-WW-XXX

This Contract is entered into between the **CLACKAMAS SOIL AND WATER CONSERVATION DISTRICT** ("District"), a special district organized under the laws of the State of Oregon, whose address is **22055 S BEAVERCREEK RD. SUITE 1. BEAVERCREEK OR, 97004**, and **CONTRACTOR**, whose address is **ADDRESS** hereinafter referred to as the "Contractor."

As a maintenance contract, this project is **not** subject to prevailing wage requirements under Oregon law.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: SCOPE OF WORK

Contractor shall perform the work described in the Scope of Work attached hereto as *Attachment A*. All services shall be of good quality and, otherwise, in accordance with the *Work Tasks*.

Contractor's services shall be performed with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field and community as Contractor.

ARTICLE II: TERM OF CONTRACT

The term of this Contract shall be for a period effective on the date last executed by the parties below and running through **DECEMBER 31, 2027**.

District, at its sole discretion, may elect to renew this Contract for two additional terms. Each renewal term shall be for a one-year period. A contract renewal will become effective once all parties have signed a written amendment to this Contract extending the contract term.

ARTICLE III: PAYMENT

District will compensate Contractor for work performed and/or goods supplied in the amount(s), manner, and at the time(s) specified in the Scope of Work. District shall not be responsible for payment of any materials, expenses, or costs other than those which are specifically included in the Scope of Work. Total compensation under this Contract shall not exceed **\$250,000**.

District shall have the right to withhold payments due to Contractor such sums deemed necessary, in District's sole opinion, to protect District against any loss, damage or claim which may result from Contractor's performance or failure to perform under this agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

ARTICLE IV: NOTICE

Except as otherwise expressly provided in this Contract, notices must be given in writing by personal delivery, mail, postage prepaid, or e-mail to Contractor or District to the designated representatives addressed below:

Clackamas SWCD

Samuel Leininger, WeedWise Manager
 22055 S Beavercreek Rd. Suite 1.
 Beavercreek, OR 97004
weeds@conservationdistrict.org
 503-210-6006

Contractor

Name, Position
 Street Address
 City, State, Zip Code
 email
 phone

Notice sent by e-mail is effective the day after receipt. Notice personally given is effective upon receipt. Notice sent by overnight delivery service is effective the day after delivery. Notice given by mail is effective three (3) days after deposit in the United States mail. Either party may change the person or address to whom notice is given by providing written notice to the other party prior to the effective date of the change.

Contractor Key Personnel:

Name	Role on Project	Phone	Email

ARTICLE V: LIABILITY AND INDEMNITY

Contractor is an independent contractor and is solely responsible for the quality and performance of work performed under this Contract. Contractor shall be fully responsible for all liability for bodily injury or damage to persons or property arising out of or related to Contractor’s performance of this Contract.

Contractor shall indemnify, defend, and hold harmless District, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. Contractor is solely responsible for paying Contractor’s subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and District.

ARTICLE V: TERMINATION

District may terminate this Contract upon giving Contractor seven (7) days written notice. In the event of termination under this paragraph, Contractor shall be entitled to payment for work performed up to and including the date of termination. District shall not be liable for indirect, consequential damages or any other damages relating to termination of this Contract, and termination by District does not waive any claim or remedy it may have against Contractor.

ARTICLE VI: INSURANCE

Contractor shall purchase and maintain at Contractor's expense, the following types of insurance covering Contractor, its employees, and agents. If recommended coverage amounts change during the contract period, Contractor shall be notified by District about required changes.

1. **If Contractor has employees:** Oregon law requires subject employers to provide worker's compensation to their employees.
2. **All Contractors:** Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence for Bodily Injury and Property Damage and not less than \$2,000,000 in the aggregate.
3. **All Contractors:** Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
4. **If Contractor will be applying pesticides:** Pesticide or herbicide applicator insurance with a combined single limit, or the equivalent, of not less than \$250,000 per occurrence and not less than \$500,000 in the aggregate. This may be purchased as a stand-alone policy or included as an endorsement on a Commercial General Liability policy.
5. **If Contractor will be working with youth under 18 years of age:** Abuse or molestation insurance with a combined single limit, or the equivalent, of not less than \$100,000 per occurrence and not less than \$300,000 in the aggregate. This may be purchased as a stand-alone policy or included as an endorsement on a Commercial General Liability policy.
6. **If Contractor will be working in aquatic systems requiring watercraft:** Marine General Liability or Protection and Indemnity insurance covering watercraft owned and operated by contractor with limits no less than \$1,000,000 per occurrence or claim.

District reserves the right to change the insurance requirements for individual contracts. Any changes will be described in the Contract.

NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from Contractor or its insurer(s) to District.

CERTIFICATES OF INSURANCE. As evidence of the insurance coverages required by this Contract, Contractor shall furnish to District acceptable insurance certificates for each type of insurance prior to commencing the work. For Commercial General Liability, Automobile Liability, pesticide/herbicide applicator, and abuse/molestation insurance, Clackamas Soil and Water Conservation District, its officers, employees, and agents shall be named as Additional Insureds with respect to Contractor's services provided under the Contract. Insuring companies or entities are subject to District acceptance. If requested, copies of insurance policies, trust agreements, etc., shall be provided to District. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

ARTICLES VII: PUBLIC CONTRACTS

All applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Contract. Specifically, it is a condition of this Contract that Contractor and

all employers working under this Contract are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

Contractor must promptly pay, as due, all persons supplying to such contractor labor or material used in this Contract. If Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public 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. Contractor must pay all contributions and amounts due to the Industrial Accident Fund from Contractor or subcontractor and incurred in the performance of the Contract. No liens or claims are permitted to be filed against District on account of any labor or material furnished. Contractor is required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Contractor hereby warrants that Contractor has complied with the tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor further covenants that Contractor will continue to comply with such laws during the term of this contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before executing this Contract or during the term of this contract is a default for which District may terminate this Contract and seek damages and other relief available under applicable law.

ARTICLE VIII: MODIFICATIONS

District may approve changes and modifications to the original Contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the Contract, or otherwise result in a better or more efficient work product. If such changes are approved by District, they shall be executed by written Contract Amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the Contract. No oral statements by either party shall modify or affect the terms of the Contract.

ARTICLE IX: PRICE ADJUSTMENTS

Due to the multi-year duration of this Contract, the per-unit pricing provided by Contractor in their original Proposal shall be automatically adjusted annually, up or down based on the Consumer Price Index for All Urban Consumers (CPI-U), Pacific Division (<https://www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm>). Per-unit price adjustments will be calculated at the end of each calendar year by District and adjusted pricing will be provided to Contractor. If the price adjustments are negative in any year, the adjusted prices may be reduced, but not below the original prices provided in the proposal. District reserves the right, at its sole option, to accept any price increases or cancel the balance of the Contract. No price adjustment will be allowed during the first year of the Contract period.

ARTICLE X: COMPLIANCE

Contractor must comply with all federal, state, and local laws, rules, regulations, orders and ordinances applicable to this Contract and/or Contractor's performance of its obligations under this Contract. This requirement includes, but is not limited to, compliance with ORS Chapters 72 and 279, 279A-C, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, ORS 659A.142, and all amendment of and regulations and administrative rules established pursuant to those laws. Contractor may not discriminate against any person(s), employee, applicant for employment or subcontractors, including procurement of materials or leases of equipment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law.

ARTICLE XI: OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this Contract are Work Products and are the property of District, including but not limited to drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon District's request, Contractor shall promptly provide District with an electronic version of all Work Products that have been produced or recorded in electronic media. District and Contractor agree that all Work Products are works made for hire and Contractor hereby conveys, transfers, and grants to District all rights of reproduction and the copyright to all such Work Products.

Notwithstanding the above, all pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other property of Contractor are and will remain exclusive property of Contractor, and Contractor grants District a royalty-free, irrevocable, transferable, sublicensable, worldwide, perpetual license to use, reproduce, and modify all such pre-existing intellectual property rights embedded in the work product.

ARTICLE XII: RETENTION AND ACCESS TO RECORDS; AUDITS

Contractor must maintain and retain all "Contract Records" for six years following termination or expiration of this Contract. For purposes of this section, "Contract Records" is defined to include all books, documents, papers, plans, records, electronic or otherwise necessary to clearly document Contractor's performance and compliance with all requirements imposed on Contractor under the terms of this Contract. Contractor must maintain fiscal records in accordance with Generally Accepted Accounting Principles.

District may inspect, examine or audit the Contract Records at any time during the six-year period, upon reasonable notice. Upon District's request, Contractor will provide District with copies of the Contract Records. If District's inspection, examination or audit reveals that District is owed any sum of money or establishes that any portion of any claim made against District by Contractor is not warranted, Contractor will pay all costs incurred by District in conducting the inspection, examination or audit. District may withhold these costs from any sum that is due or that becomes due from District.

ARTICLE XII: SUBCONTRACTORS

Contractor shall notify District prior to negotiating any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract. District reserves the right to reject any subcontractor or supplier on any reasonable basis, and no increase in Contractor's compensation

shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this Contract. Contractor shall be fully responsible for all of its subcontractors. All subcontractors shall submit to District a completed *Attachment B: Indemnity Agreement for Third Party Contractors* before they begin work.

ARTICLE XIII: SAFETY & HEALTH

Contractor shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state, and local safety laws and building codes, including the acquisition of any required permits.

In addition to all applicable laws and regulations, Contractor must also follow all rules and policies (including, without limitation, any COVID-related rules and policies) adopted by District that govern contractor work and are designed to protect the safety and health of District employees, customers, and the public. District will provide Contractor with any such applicable rules and policies.

ARTICLE XIV: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Proposals, Responses, General and Special Instructions to Bidders, Proposals, Scope of Work, and Specifications that were used in preparing or soliciting this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both District and Contractor.

ARTICLE XV: INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Contract and attached Scope of Work. Under no circumstances shall Contractor be considered an employee of District. Contractor shall provide all tools or equipment necessary to carry out this Contract and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Contract and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Contract; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for complying with federal, state, and local laws, statutes, and ordinances relative to the execution of the work set forth on the Scope of Work (including, without limitation, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects). Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to District.

ARTICLE XVI: COOPERATIVE PROCUREMENT

Pursuant to ORS 279A.215, other public agencies may use this Contract to purchase services that are substantially identical to those described in this Contract during the term of this Contract and for the price stated in this Contract. Any such purchases will be between Contractor and the participating public agency and will not impact Contractor's obligation to District under this contract. Any estimated purchase volumes listed herein do not include volumes for the other public agencies, and District makes no guarantee as to their participation in any purchase.

ARTICLE XVII: ASSIGNMENT

Contractor shall not assign any rights or obligations under or arising from this Contract without prior written consent from District.

ARTICLE XVIII: JURISDICTION

This Contract will be interpreted, construed, and enforced in accordance with the laws of the State of Oregon. Both parties agree that exclusive jurisdiction for any claim under this Contract will be in Clackamas County, Oregon.

ARTICLE XIX: SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. The parties will seek in good faith to agree on replacing the removed term or condition with a valid provision that will most nearly and fairly approach the effect of the removed term and the intent of the parties in entering into this Contract. If the parties cannot reach agreement on a replacement for the illegal, invalid, or unenforceable provision, the Contract will terminate upon written notice delivered by one party to the other.

ARTICLE XX: COUNTERPARTS; SIGNATURE

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original. District and Contractor may conduct this transaction, including any amendments, by electronic means, including the use of electronic signature. The undersigned have executed this Contract, dated effective as of the date indicated below.

CONTRACTOR

CLACKAMAS SWCD

Signature

Signature

Name

Name

Title

Title

Date

Date

SCOPE OF WORK

1. GENERAL

Contractor has entered into a Contract with District that will govern the parties' relationship in the event District selects Contractor to provide services. The Contract is non-exclusive and is for on-call work. No amount of work is guaranteed to Contractor. District reserves the right to award project work to other contractors who may or may not have executed a contract with District.

District will notify Contractor periodically throughout the term of the Contract (and any renewal period) as projects are ready for work. Unless otherwise agreed upon by the parties, Contractor shall begin work on sites within four (4) days of notification and shall proceed with work without delay or interruption until all work on all sites specified by District is completed.

Temporary work stoppages may be approved at the discretion of District due to complications arising from inclement weather or unsafe site conditions.

2. SUBJECT MATTER OF WORK

The work covered under this agreement will be performed on both public and private lands. Contractor may need to drive or walk equipment into project sites and may need to cross creeks and rough terrain to get to treatment sites.

The transportation of personnel or equipment within a project site using vehicles of any kind (including but not limited to cars, trucks, ATV, UTVs, tractors, etc.) must be authorized by District's authorized project manager prior to use. In particular, the use of off-road vehicles within a project area needs explicit authorization or is otherwise prohibited.

Some instream treatment sites may only be accessible by raft, kayak, or other suitable watercraft. Contractor is responsible for all transportation, as well as labor, materials, tools, equipment, and other items necessary to supply District with the specified vegetation management services.

Contractor agrees to perform all associated work for all authorized bid items. Herbicide application work requires Contractor to provide proof of compliance with all Oregon Department of Agriculture commercial license and endorsement requirements.

Contractor seeks to provide one or more of the following service categories and further stated in *Attachment C: Work Task Descriptions*:

1. Manual Site Preparation and Maintenance
2. Mechanical Site Preparation and Maintenance
3. Planting and Seeding
4. Survey and Monitoring
5. Aquatic Site Preparation, Maintenance, Survey and Monitoring
6. Project Management

4. LICENSE REQUIREMENTS

Depending on the contracted services Contractor and subcontractors will need to obtain and maintain for the duration of the project one or more of the following licenses:

Farm and Forest Labor Contractor License: Contractors providing manual labor (any on-the-ground work not implemented with a machine) must maintain a valid Farm and Forest Labor Contractor License from the State of Oregon. Contractor shall provide a copy of its F/FLC License to District upon execution of the Contract.

Pesticide Application License: Contractors providing herbicide application services must maintain an Oregon Department of Agriculture Commercial Pesticide Operator License and must employ licensed Commercial Pesticide Applicators with the appropriate endorsements for the duration of the Contract. Contractor shall provide a copy of its Commercial Pesticide Operators License to District upon execution of the Contract.

Oregon State Marine Board – Boater Education Card: Contractors providing services that require watercraft to perform must hold an Oregon State Marine Board Boater Education Card.

5. *NOTIFICATION OF WORK*

- A. If Contractor is asked to work on a project, the District project manager or representative will provide Contractor with a written work order with detailed work instructions. The work order will include at a minimum: the work site location, a description of the tasks, a project budget, any special instructions, and work completion deadlines. District may require Contractor to attend a pre-work meeting at the project site to determine the prescription and anticipated cost.
- B. Project-specific contractor selection will promote efficient use of public resources and encourage competition. In selecting a contractor to perform work at a specific site, District may consider factors that include, but are not limited to Contractor's unique skills, experience, equipment, familiarity with the site, capacity compared to the size or complexity of a project, past performance on District projects, unit rate costs, and availability. District may also consider Contractor's ranking in the initial selection process and experience on other District projects.

6. *UNIT PRICES AND HOURLY RATES*

- A. Contractor shall complete work at the unit prices or hourly rates provided in Contractor's Proposal represented by the Unit Prices listed in the Proposal Forms and any annual price adjustments, unless otherwise agreed upon. For projects that rely on unit prices, estimated quantities will be multiplied by the unit prices, resulting in a total estimated price for each line item. The total unit prices will then be added together, resulting in a total project cost estimate. Hourly rates are included for certain activities. Under any project-specific instructions, District may elect to pay Contractor for work on an hourly or per unit basis. Contractor shall not be entitled to reimbursement for expenses incurred in providing the services unless specified in this Scope of Work.
- B. District will calculate project acreage to the closest quarter of an acre using a horizontal plane and without regard to slope. The minimum project size for area unit pricing payment purposes will be one (1) acre.

- C. Contractor's fees shall remain fixed for the duration of the Contract term, except for annual adjustments to Unit Prices. District will provide a written notification to Contractor for any revised fee schedule.

7. *ITEMS PROVIDED BY DISTRICT*

District will provide Contractor with known historic and current weed locations, site maps, parcel locations, and required documentation. Weed locations and parcels will be updated regularly and may be provided at the discretion of District in written or electronic format.

District will provide all plants, plant protection materials, mulch, seed, straw, and other project materials.

The District will also provide signage and outreach materials needed by Contractor to properly identify themselves as working with District including vehicle door clings, herbicide application signage, and door hangers for use at residential sites.

8. *USE OF HERBICIDE*

The specific amount of herbicide used will be in accordance with the label requirements and District-prescribed Best Management Practices (BMPs) specified in the Work Order. Unless otherwise directed by the District project manager or representative, herbicides shall not be applied when wind speed is greater than five (5) mph or when the National Weather Service forecast calls for precipitation within 24 hours. There shall be no over-spray of herbicides onto native vegetation. Where necessary, Contractor shall manually or mechanically clear target vegetation away from native or desirable vegetation to protect native or desirable vegetation during spraying. In all cases, the spray mixture shall contain a colorant in the amount of one (1) percent or greater of the mixture. Contractor shall post District-approved public notice signs with legal re-entry periods at all public access points prior to spraying and will leave the signs on-site until re-entry periods are satisfied. Contractor shall remove signs when re-entry periods are satisfied.

When transporting herbicide in watercraft, Contractor will place herbicide containers into dry bags or waterproof totes for transport. Backpack sprayers will be transported empty and in heavy duty garbage bags. Clean boots will be worn for loading and unloading watercraft. If aquatic applications are conducted from watercraft, District project manager will give specific details on mixing and transport specifications.

Contractor shall maintain appropriate pesticide licensing and shall present copies of operator, applicator, and trainee licenses at District's request.

Contractor shall maintain all pesticide treatment records for all work carried out on District projects. Pesticide treatment records will comply with all recordkeeping and retention standards required by law. All pesticide treatment records related to District projects must be submitted along with all invoices. District is not responsible for payment to Contractor in the event that Contractor fails to provide required documentation.

Contractor will calibrate all herbicide application equipment to determine the gallons of tank mix per acre. Calibrated rates per acre should be included with all applications logs."

Pesticide treatments occurring within three (3) feet of water require additional record keeping. District follows the Oregon DEQ administered NPDES 2300A Pesticide Permit. District is

required to document all applications by employees and contractors that occur within three (3) feet of water. In addition to standard herbicides records, Contractor will be required to maintain records for all herbicide treatments carried out within three (3) feet of standing water. Treatment areas must include the following:

- A. Site name
- B. Impacted water body
- C. Length of wetted edge treated (ft)
- D. Area treated (ft²)
- E. Date of application
- F. Targeted pest(s)
- G. Name of pesticide operator
- H. License number of operator
- I. Name of pesticide applicator(s)
- J. License number of pesticide applicator(s)
- K. Herbicide(s) used
 - a. Trade name
 - b. EPA registration
 - c. Application method
 - d. Treatment method
 - e. Total volume solution applied (fl oz)
 - f. Total volume active ingredient applied (fl oz)
- L. Calibrated Application rate (gallons/acre)

A record of herbicide use within three (3) feet of water must be reported to District within fourteen (14) days of the herbicide application.

If District project sites occur on publicly managed lands, all herbicide treatment activities undertaken on such lands must conform to that public agency's list of approved herbicides and surfactants. District will notify Contractor and provide an approved products list and application rate prior to application. Treatment records carried out on federal property must also be documented using the appropriate agency's Pesticide Application Record (PAR) form or an approved alternative. District will provide the Contractor with the applicable PAR prior to application. Contractor will provide completed PAR documents to District within fourteen (14) days of application.

District may request pesticide treatment records to be submitted electronically using District-approved field data collection system application, including but not limited to, an ESRI ArcGIS Online based mobile application using Field Maps (<https://www.esri.com/en-us/arcgis/products/arcgis-field-maps/overview>) within 24 hours of application. District will allow access to an approved treatment form and will provide an orientation to the use of the system annually and upon request. Contractor will be required to submit standard treatment information using a PC, Android, or iOS device supplied by Contractor. Contractor may use an alternative treatment reporting methodology upon approval from District.

8. *DISPOSAL OF WASTE MATERIAL*

At the conclusion of work each day, Contractor shall gather and lawfully dispose of all empty boxes, bags, damaged containers, garbage and other waste material in a manner acceptable to

District. Contractor shall return plant containers in acceptable working condition to District, or District's approved vendor.

9. *THE ROLE OF THE DISTRICT PROJECT MANAGER*

District and Contractor acknowledge that certain elements of site work in the environmental restoration field are not easily addressed in written plans or designs and are better addressed in the field while work is underway.

Accordingly, District shall appoint a project manager or representative to make decisions concerning plant placement, planting technique, employment of specific site preparation and maintenance techniques, the timing of haying, locations for slash piles and other issues. The parties anticipate that most decisions made by the District project manager or representative will not affect Contractor's costs or the terms of the work in this Contract that address the project.

District's use of a project manager to identify work elements on the project site and monitor field work will not relieve Contractor of responsibility for complying with the terms of this Contract or any amendment to this Contract.

10. *INSPECTION OF WORK/ACCEPTANCE*

The District's project manager or designated representative will perform on-the-ground inspection surveys and/or review documentation for compliance with all specifications on all work tasks. These will be used as a basis for acceptance, payment, and recommendations for adjustment in work quality. Inspected units of work must comply with all applicable specifications.

Inspections and/or reviews shall identify any deviations from the specifications. Any such deviation shall be corrected immediately. Inspections will be primarily visual. When the site does not appear to meet contract specifications, inspection data shall be gathered from well-distributed, randomly selected plots of various sizes with a total sample size of at least one (1) percent of each item in every project area.

The District's project manager or designated representative will also inspect project sites up to 40 days following herbicide application to check for effectiveness and damage to non-target vegetation. The District's project manager or designated representative may, at their discretion, inspect project areas as a whole after they are completed. Contractor is encouraged to observe these inspections while they are underway.

A. *Satisfactory Work Quality*

For all items on each project area, District or its representatives will assess a work quality percentage by dividing acceptable units inspected by total work units inspected. A minimum work quality standard of 90 percent is required for all work items.

B. *Unsatisfactory Work Quality*

Work quality below 90 percent will be considered unsatisfactory. Based on inspection results, if work quality is determined to be unsatisfactory, Contractor shall be required to rework the unit of work until satisfactory work quality is achieved. Only once 90 percent work quality is attained, will full payment will be made.

Based on inspection results, if the work quality percentage falls below 90 percent, District will immediately notify Contractor in writing and instruct Contractor to improve the quality of the work. If the quality of the work is not raised to a satisfactory and acceptable level within two (2) consecutive workdays after written notification, District may cancel the Work Order and reduce payment to the percentage of work completed that is of acceptable quality. If the work is seriously or chronically deficient, Contractor recognizes that District may elect to terminate the Contract.

11. *NOTIFICATION OF SUBCONTRACTING*

Contractor shall notify District upon entering into any subcontracting arrangement. This notification shall include at a minimum:

- A. Name, address, and telephone number of subcontractor.
- B. Date upon which the subcontract was established and its duration.
- C. List of tasks from the Scope of Work that will be subcontracted.
- D. Copies of subcontractor's representative authority (*i.e.*, Oregon Farm/Forestry/Landscape Contractor's License, Farm Labor Contractor Certificate of Registration, if applicable) and liability insurance certificate(s); and
- E. Copies of Oregon Commercial Operator License, Oregon Commercial Applicator License, and Trainee Licenses, if applicable.
- F. Contractor shall require each subcontractor to complete Attachment B: *Indemnity Agreement for Third Party Contractors* and send it to District office before the subcontractor begins work.

12. *WORK ACCEPTANCE AND INVOICES*

Contractor shall invoice District for completed work following the District project manager or representative's acceptance of work. For a given work site, District shall determine whether to accept work after each treatment or a series of treatments. District shall not be obligated to accept and pay for work that contains material deficiencies.

Invoices may not be submitted more frequently than every two weeks. The District will process Contractor invoices on a monthly basis for approval by our Board of Directors at the District's monthly board meetings. Approved invoices will be paid within 45 days of receipt.

Unless otherwise directed by District, all invoices shall be submitted to the District project manager specified in the Work Order being invoiced **and** to the WeedWise Manager for administration of the contract:

Samuel Leininger
WeedWise Manager
22055 S Beaver Creek Rd., Suite 1
Beaver Creek, OR 97004
sleininger@conservationdistrict.org
503-210-6006

Contractor invoices shall be based on work units completed and accepted and shall include the following information:

- A. Contractor name,
- B. Invoice number,

- C. Invoice date,
- D. Project name (if applicable),
- E. Site name,
- F. Contract number,
- G. Work Order Number
- H. Work description with work tasks matching the description contained in *Attachment C: Work Task Descriptions*,
- I. Date(s) of Implementation,
- J. Unit price,
- K. Number of units,
- L. Extended price,
- M. Pesticide expenses with mark up,
- N. Invoice Total.

All completed work should be invoiced to District within fourteen (14) days of completion. Contractor's failure to invoice District within such 14-day period or include all required information will be just cause for District withholding payment. Invoices not received within sixty (60) days of work completion will be deemed waived by Contractor, time-barred, and will not be considered for payment by District.

Contractor shall submit all applicable pesticide treatment records along with invoices. Invoices not accompanied by relevant pesticide records will be considered incomplete and will be just cause for District withholding payment.

District may require Contractor to submit invoices by e-mail. Upon notification from District, Contractor agrees to submit all invoices using District's preferred process.

13. *PAYMENT*

District's payment for Contractor's work shall be based on work units completed, inspected and accepted. Payment shall be made at the unit prices as set forth in *Attachment D: Work Task Unit Prices*, unless otherwise provided for in a specific Work Order.

District shall reimburse Contractor at cost plus 10% for herbicide, surfactants and indicator dye that Contractor uses while performing herbicide application services on District projects. Contractors shall add a separate line item on each invoice for herbicide reimbursement. Invoices for herbicide application without accompanying Pesticide Records will not be paid until the records are provided. At District's request, Contractor shall submit purchase receipts documenting cost incurred for purchase of herbicide, surfactants and indicator dye.

District shall reimburse Contractor at cost plus 10% for all disposal fees incurred from working on District projects. Contractors shall add a separate line item on each invoice for disposal fee reimbursement. Invoices for disposal fees without accompanying receipts will not be paid until the receipts are provided.

Payment does not include scheduling work, lunch breaks, maintaining herbicide inventory at Contractor's office location, preparing invoices, quality control, correcting spray records, purchasing or repairing equipment, researching treatment options, attending of trainings or conferences to maintain licenses, disposing of or cleaning equipment or herbicide bottles, or loading and unloading materials and equipment at Contractor's office location.

14. *DAMAGE TO NATIVE VEGETATION*

Contractor acknowledges that District incurs damages when native or desirable vegetation is damaged or destroyed by Contractor. Such damage may include the cost of plant material, additional Contract administration by District employees, and the loss of plant growth that would enhance resource values. Because the extent of these damages is often difficult to determine, Contractor hereby agrees to pay fixed, agreed, and liquidated damages at the rate of \$6.75 per plant for every native plant destroyed by Contractor in excess of five (5) percent of the native plants within the project area plots inspected.

15. *DAMAGE TO REAL PROPERTY*

In accordance with Article IV of the Contract, in the event Contractor causes damage to District property, cooperating landowners' properties, or neighboring properties while engaging in activities allowed under this Scope of Work, Contractor shall be responsible for correcting the situation and shall incur all costs associated with such corrective actions.

16. *WORK HOURS AND TRAVEL TIME*

All field work shall be performed Monday through Friday during daylight hours unless the District project manager or representative grants permission to do otherwise. Contractor shall obey all applicable noise ordinances in completion of work.

Contractor's start and stop time is project specific and will be specified by District project manager. In general, contractor will start getting paid when work begins, and compensation will end at site departure. Contractor will arrive prepared and ready to work with all equipment clean, functioning, and operational.

Contractor will be responsible for the transportation of all labor, materials, tools, equipment, and other necessary items to and from the project site. For remote and difficult project sites, the District project manager may, at their discretion, authorize transportation time to be paid from a less remote meeting point.

If contractor is working on multiple District sites on the same day, contractor will be paid for transportation between sites at the lowest rate specified on the work effort.

17. *EQUIPMENT CLEANING*

District has a strong commitment to prevent the spread and introduction of invasive species. District has designated the following requirements for all contractors and subcontractors to minimize and prevent the spread of terrestrial and aquatic invasive species.

Contractor shall ensure that all equipment, vehicles, and worker boots and clothing are free of mud, dirt, debris, and plant materials to prevent introduction of weed seeds. At no time shall equipment or personnel arrive at a project site with mud, dirt, debris, or plant materials present. If not clean the equipment and crew will be turned away without compensation.

Upon arrival at a site Contractor and/or District project manager or representative shall designate a staging area for implementation of work. This staging area will also serve as a decontamination area for equipment prior to leaving the site. A thorough cleaning of all equipment, vehicles, and worker boots and clothing is required prior to leaving the work site.

District requires all mechanized equipment to be cleaned (pressure washed or blown with pressurized air) before moving into the project area to reduce the risk of spreading noxious weed seeds and soil pathogens. District may request to inspect equipment before bringing equipment into the project area. Equipment inspection will be arranged with the District project manager or representative and conducted at a location that is mutually agreed to by District and Contractor.

During a workday, Contractor personnel shall periodically check clothing, boots, machinery and tools and equipment for weed seeds and plant fragments. Contaminated equipment and clothing will be cleaned to prevent additional dispersal across the project area.

For boots, equipment, and wading gear (**except for felt-soled boots**) visually inspect materials and scrub or pressure-wash all boots, equipment, and wading gear to remove all traces of mud, sand, and plant material.

For felt-soled boots, freeze overnight. If needed sooner, soak in hot water (>140°F) for at least 5 minutes or soak for at least 5 minutes in a solution of 1.2% sodium hypochlorite (20% solution of household bleach and 80% water). Rinse equipment to remove chemical residues after chemical treatments.

For aquatic services, all watercraft including but not limited to boats, rafts, kayaks, canoes, and row boats including their trailers, must be properly cleaned and dried for 5 full days before entering any body of water when working for District. They must be clean of visible plants, animals, fish, mussels, or mud before entering the water or boat launch facilities.

Cleaning will include the hull, bilge, live wells, and all boat-related equipment including but not limited to anchors, ropes, chains, oars, and trailers that will come in contact with any water body. The District project manager may inspect the boat on the day of its use. If not clean the boat and crew will be turned away without compensation.

Any watercraft that has been used in known quagga and zebra mussel infested waters will not be used for any District project. The District project manager reserves the right to prohibit the use of any vessel if they have determined that the boat has been used in waters with a known high priority invasive species.

To help ensure invasive species prevention District is requiring contractors to have a boot brush mounted on a base as well as a hand boot brush to clean the top side of the boots and tools. The boot brush will be used on top of an open heavy duty garbage bag that is provided by Contractor to collect debris that come off workers boots and tools. The debris collected in the garbage bag will be properly disposed of by Contractor within the waste management system. This practice must be completed by Contractor on arrival at a site.

For equipment cleaning a water tank, water pump, and pressure washer or a pressurized air cleaning system is required to properly clean equipment.

The District project manager or representative upon discovery of an unsatisfactory condition of aquatic equipment, vehicles, boots, or clothing may, at their discretion, require work stoppage and removal of offending items without compensation until the problem is remediated.

18. *FUELING AND EQUIPMENT REPAIR*

No fuel, motor oil, hydraulic fluid, grease, or any other petroleum or chemically based compounds associated with operating motor vehicles or mechanized equipment shall be stored on site. These materials shall be transported to the site on an as-needed basis and contained on the bed of a truck or utility trailer. For any refueling that must be done over open ground, a spill pan, or absorbent pad shall be placed below the fueling location.

No refueling or maintenance shall take place in or near wetlands, wet prairie, intermittent stream channels, or open water. All used absorbent pads or spill pans must be removed from the site at the end of each day. Maintenance shall only occur within staging areas designated by the District project manager. Equipment furnished will be inspected for any leakage of petroleum products. Excessive leakage shall be a basis for issuing an immediate shutdown of the operation.

19. *FIRE PROTECTION REQUIREMENTS*

During fire season, Contractor completing work tasks under this contract will adhere to all Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) for fire protection. For work occurring outside on the Mt. Hood National Forest, contractors will follow the Industrial Fire Precautionary Level (IFPL) set by Oregon Department of Forestry (ODF). Contractor will follow the IFPL level set out of the ODF Molalla Unit CM1. For work occurring inside the Mt. Hood National Forest, contractors will follow the Industrial Fire Precaution Level set by the US Forest Service for the Industrial Fire Precaution Unit in which the work is occurring.

In the event a Fire Watch is required Contractor will be limited to invoicing for one 7 person or less work crew at an hourly labor rate, for the hours required for the fire watch. The fire watch personnel should be patrolling the project area on foot for the duration of the required period of time.

Below is a list of District required equipment that Contractor will carry during fire season. Contractors not carrying the minimal equipment will not be able to proceed with work that day. ODF may require more specific equipment during specific operations. Contractor is responsible for checking with ODF, USFS and other relevant rules before proceeding.

- A. Personal fire extinguisher to be worn on belt when operating equipment such as chain saws and push mowers.
- B. Vehicle fire extinguisher for each vehicle or piece of equipment that is on site. They should be stored on the vehicle and in operational order.

- C. Contractor must have a sharp working shovel and Pulaski in their vehicle at all times. The contractor must have at least 1 fire tool for each worker on site during the fire season.
- D. Contractor will supply and have on site a 5-gallon backpack fire pump full of water and fully operational. The backpack pump must be stored on the equipment or vehicle that is operating or within a 1-minute walk of where the contractor is working.

District reserves the right to include additional requirements as the project manager sees necessary for fire prevention and public safety.

Contractor is prohibited from parking in tall grass. Contractor must use designated parking areas or the roadbed for staging.

Contractor will use appropriate judgment and follow all rules and regulations and not operate equipment that can cause sparks on hot dry summer days. Examples include but are not limited to cordless drills, chainsaws, mowers, string trimmers with metal blades, and welders.

Contractor will not set equipment with hot mufflers or other hot parts, such as a chainsaw, in dry fuels. Contractors who do not follow the IFPL levels and Forest Protection rules will be held responsible for fire suppression costs if they happen to start a wildfire. On hot days when operations are still acceptable Contractor will work in the morning when the humidity is higher.

No Smoking. Smoking is not allowed on District property or project sites anytime of the year.

If a fire occurs, Contractor will promptly report the fire to 911 and cooperate in the control and suppression of the fire.

Indemnity Agreement for Third Party Contractors

To be filled out by each Subcontractor that Contractor uses to carry out work.

This Indemnity Agreement ("Agreement") is entered into by and between Clackamas Soil and Water Conservation District ("District") and _____ ("Subcontractor") and shall be effective upon signing by both parties hereto.

WHEREAS, Subcontractor has been retained by a Contractor who is working with District pursuant to an underlying agreement ("Underlying Agreement") to provide services relating to, or otherwise carry out, a project or conservation practice that is partially or completely funded by the District,

THEREFORE, for the mutual consideration contained herein, District and Subcontractor hereby agree as follows:

1. This Agreement shall apply to services performed by Subcontractor pursuant to any Underlying Agreement for the purposes herein described, whether or not this Agreement is attached to, or expressly made a part of, such Underlying Agreement.
2. In carrying out its duties and obligations under the Underlying Agreement, Subcontractor shall indemnify and hold harmless District, its officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of Subcontractor, its officers, directors, agents and employees. Subcontractor shall have no obligation to indemnify District should any such losses, claims, damages and expenses result, in whole or in part, from acts, omissions, willful misconduct or gross negligence of District, its affiliates, officers, directors, agents and employees.

SUBCONTRACTOR:

Business Name: _____

Print Name & Title: _____

Address: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

CLACKAMAS SOIL AND WATER CONSERVATION DISTRICT:

Print Name & Title: _____

Signature: _____ Date: _____

Return this signed form to:

Samuel Leininger, WeedWise Manager
Clackamas Soil & Water Conservation District
 22055 S Beaver Creek Rd. Suite 1
 Beaver Creek, OR 97004
 Email: sleininger@conservationdistrict.org
 Phone: 503-210-600

WORK TASK DESCRIPTIONS

CATEGORY 1: MANUAL SITE PREPARATION AND MAINTENANCE

Manual site preparation and maintenance applies to sites that are being restored and/or sites that have been planted with native vegetation. Any work conducted within this category requires Contractor to avoid damage to native vegetation and planted materials. Target vegetation may include all vegetation that is not been planted or to species listed on the District's *Clackamas County Weed List*.

Hourly Spray

District may elect to pay hourly for combinations of Backpack Spot, Area, Ring, or Row Spray work tasks or hire hourly work on projects where measurement of acreage is impractical or impossible, or the vegetation at the site requires herbicide spray techniques that are not consistent with per-acre work.

Backpack Spot or Area Spray

Contractor shall apply a District-approved herbicide in a volume sufficient to adequately cover all target vegetation at the site so that it is wet but not dripping. District or its representative must approve the chemical concentration and surfactant to be used; Contractor shall use sufficient dye in the tank mix such that sprayed areas are easily visible the District project manager or representative.

Target vegetation may include all vegetation within a target area or may be limited to species or a subset of species included on District's *Clackamas County Weed List*. Contractor is responsible for recognizing and preventing damage to existing native or desirable vegetation and/or existing vegetation on adjacent land.

Backpack Ring or Row Spray

Contractor shall apply a District-approved herbicide in a volume sufficient to adequately cover all target vegetation within a circle of planted and naturally recruited native vegetation so that it is wet but not dripping. District or its representative must approve the chemical concentration and surfactant to be used; Contractor shall use sufficient dye in the tank mix such that sprayed areas are easily visible to the District project manager.

The District project manager will specify whether the work is a circle or line spray and will specify circle size (if applicable) prior to work start. Contractor is responsible for recognizing and preventing damage to existing native or desirable vegetation and existing vegetation on adjacent land.

Hourly Cut

District may elect to pay hourly for combinations of Hand Cut/Mow, Cut Blackberry/Brush, and Push Mow work tasks or hire hourly work on projects where measurement of acreage is impractical or impossible, or the vegetation at the site requires cutting techniques that are not consistent with per-acre work.

Hand Mow/Cut

Contractor shall cut target vegetation in planted project sites using handheld equipment (e.g., saws, shears, trimmers, etc.) to a height of 4-6" or otherwise specified by District project manager. Target vegetation may include all vegetation that is not planted by District or may include species on District's *Clackamas County Weed List*. Contractor is responsible for recognizing and preventing damage to existing native or desirable vegetation and existing vegetation on adjacent land.

Push Mow

Contractor will cut target vegetation using pedestrian equipment (brush mower or similar equipment) to the specified height. Target vegetation may include all vegetation that is not planted by District. Contractor is responsible for recognizing and preventing damage to existing native or desirable vegetation and/or existing vegetation on adjacent land.

Tree Cutting

Contractor shall provide a qualified faller to cut and fall trees marked or otherwise designated by the District project manager or representative. Unless directed otherwise, the following specs shall apply:

Directional Falling. Trees shall be fallen directionally to avoid damage to leave trees. Fallers will utilize standard techniques such as the use of face cuts, back cuts, holding wood and wedges.

Stump height. Stumps of all felled trees shall be cut to a height of no more than one foot from the ground on the uphill side or cut flush to the ground in areas designated by the District project manager or representative. To minimize soil disturbance, tree stumps shall not be grubbed or otherwise removed. District will typically require stumps to be flush cut.

Leave trees. No felling, girdling, or topping of, or other damage to leave trees shall be allowed. In the event that a leave tree is damaged during the course of project operations, Contractor shall notify the District project manager. Damage to leave trees shall result in a suspension of operations until adequate precautions are taken to prevent additional damage to these and other trees.

Limbing. District project manager or representative shall direct Contractor to limb branches on fallen trees to prepare the material for slash piling or chipping.

Bucking. If necessary, District project manager or representative shall direct Contractor to buck fallen trees into varying lengths. Contractor shall not buck trees without specific instruction to do so.

Cut Blackberry/Brush

Contractor shall cut Himalayan blackberry (*Rubus armeniacus*), evergreen blackberry (*R. laciniatus*) and other target brush to the ground and shall cut stems to less than 8 inches in length above mineral soil using manual or mechanical means. Contractor is responsible for recognizing and preventing damage to existing native vegetation.

Hack and Squirt

Contractor shall treat target woody plants by making cuts totaling not less than 60% of the plant's circumference through the bark and cambium layers and injecting or spraying (at low pressure) a District-approved herbicide and concentration into cuts.

The District project manager or representative may direct Contractor to girdle targeted species, by making cuts totaling 100% of the plant's circumference through the bark and cambium layers, which at the District project manager or representative's discretion may or may not include injecting or spraying (at low pressure) a District-approved herbicide and concentration into cuts.

Cut Stump

Contractor shall treat target woody plants by cutting the plant to the ground and immediately applying a District-approved herbicide and concentration to the entire cut portion of the stump.

Hourly Labor

The District project manager or representative may elect to pay hourly labor for activities not specifically described in this Scope of Work. Activities may include, but shall not be limited to, carrying materials, piling debris, hand removal of weeds, garbage clean up, mulching, pulling fence posts, etc.

Additional Disposal Lump Sum Rate

In the event that the District project manager or representative determines the need to dispose of undesirable materials such as trash or compostable biomass, Contractor shall dispose of undesirable materials at the Metro South Transfer Station (2001 Washington St, Oregon City, OR 97045) or at a District-approved alternative location. The lump sum rate shall represent the cost for one person to drive (approximately 20-30 miles round trip) to the Metro South Transfer Station, dispose of materials and return to the project site. District will reimburse Contractor for the cost of all disposal fees.

CATEGORY 2: MECHANICAL SITE PREPARATION, SEEDING AND MAINTENANCE

A contractor providing services in this category will support vegetation management projects, not construction-related projects. Examples include mowing, tilling, boom spraying, haying, etc. All tasks will include the cost of an equipment operator. Contractor is responsible for

Sites may be completely open or may have a mix of weeds and existing native vegetation. Contractor is responsible for avoiding damage to planted materials or desirable vegetation.

Any equipment used by contractor for tasks within this category must be included in the proposal document submitted to the District. If equipment availability changes during the course of the Contract, Contractor will honor the rates provided for the equipment that most closely match those presented at the time of bidding, pending approval by the District project manager.

Mobilization

Mobilization applies to the loading, hauling, unloading and reloading of equipment for use at a site. It does not include the operation of that equipment. Mobilization fees are charged at the start of each day and apply to equipment on a single trailer or rack.

For large individual pieces of equipment on a single trailer, a single mobilization fee would be applied. For smaller equipment that may be transported in multiples on a single trailer or rack, the entire contents of the trailer or rack would be eligible for a single mobilization fee. Equipment should be transported to sites in the most efficient method possible.

Boom, Boomless Nozzle, or Hose Reel Spray

Contractor shall apply a District-approved herbicide using a tractor, UTV, ATV or other equipment in a volume sufficient to adequately cover all target vegetation at the site so that it is wet but not dripping. District or its representative must approve the herbicide, application rate, and surfactant prior to starting work. Target vegetation may include all vegetation that is not planted or may be limited to species included on District's *Clackamas County Weed List*. Contractor is responsible for recognizing and preventing damage to existing native or desirable vegetation and/or existing vegetation on adjacent land.

Field Tilling or Disc Harrow

Contractor shall till or disc using standard farm equipment. The District project manager or representative shall indicate depth of till or disc prior to work beginning.

Machine Broadcast Seeding

Contractor shall apply seed to project sites using machine seed spreaders at a rate determined by District project manager (typically between five (5) and twenty-five (25) pounds per acre).

No-Till Drill Seeding

Contractor shall apply seed to project sites using a no-till drill at a rate determined by District project manager or representative (typically between five (5) and twenty-five (25) pounds per acre).

Field Flail or Mow

Contractor shall flail or mow target vegetation using a tractor, skid-steer, or other mowing equipment. Contractor is responsible for recognizing and preventing damage to existing native vegetation and/or landscaping vegetation. Mowing shall not be performed when the ground conditions are such that the equipment may damage the terrain, cause erosion, or soil compaction.

Field Mowing Between Planting Rows or Clusters of Plants

Contractor shall flail or mow target vegetation using a tractor, skid-steer, or other mowing equipment between six (6) and nine (9) foot planting rows or plantings in clusters in a field. Contractor shall mow to within one (1) foot of edge of cluster plantings. Contractor is responsible for recognizing and preventing damage to existing native vegetation and/or landscaping vegetation. Mowing shall not be performed when the ground conditions are such that the equipment may damage the terrain, cause erosion, or soil compaction.

Field Haying

Contractor shall cut, bale, and haul hay to a designated location using standard farm equipment. Contractor shall stack bales at a site marked by the District project manager or representative. Field haying shall not be performed when the ground conditions are such that the equipment may damage the terrain, cause erosion, or soil compaction.

Tree and Shrub Mastication & Stump Grinding

Contractor shall masticate trees and shrubs with a mechanized masticator. Equipment shall be able to masticate trees and shrubs to ground level. In some cases, the District project manager or representative may require stumps left exposed for herbicide application. This category also may include the use of a stump grinder.

Tree Shearing

Contractor shall shear trees with a mechanized tree shearer. Equipment shall be able to shear at ground level. District project manager or representative shall indicate pile locations. Contractor shall treat stumps immediately with a District-approved herbicide and concentration, if requested by District project manager.

Roadside Brushing

Contractor to provide an experienced operator to mechanically brush forestry roads, around infrastructure, and areas needing brushing. Examples include brushing forestry road systems, brushing around gates, fences, and other infrastructure, and generally clear areas needing and articulated arm forestry type mowing. Equipment must be able to masticate trees and shrubs to ground level on roadsides, sloped surfaces, and uneven terrain. In some cases, District's project manager may require that stumps be left exposed for herbicide application.

Tree and Brush Chipping with Portable Chipper or Tub Grinder

As directed by District, a portable chipper shall be temporarily housed on site to chip felled nuisance trees and shrubs to mulch slash for removal from the site. The chipper must be capable of blowing chipped material directly into a dumpster or trailer for hauling. Temporary siting of the portable chipper must be approved by the District project manager or representative.

Hauling Chips or Biomass

As directed by District, Contractor shall provide a vehicle to transport chips or biomass generated from mechanical site preparation activities. Vehicles may include dump trucks, trucks with dumpsters, or similar equipment. Vehicles shall only operate on roads marked by the District project manager or representative and speed shall not exceed 15 miles per hour on any gravel access drives or private drives. District will reimburse Contractor for the cost of all disposal fees.

CATEGORY 3: PLANTING AND SEEDING

Planting generally refers to planting material including but not limited to bare root plants, containerized plants, plugs, bulbs, live pole cuttings, seed, and root fragments as well as associated tasks such as installing plant protection, harvesting plant material, etc.

Contractor may be responsible for transporting plant material from one of District's vendors to the project site.

Sod Removal or Planting Spot Preparation

Contractor shall prepare individual planting spots by scraping away all live and dead vegetation, roots and rhizomes from a 16-inch diameter circle unless otherwise specified. Where the slope of the ground is greater than 20 percent, Contractor shall also construct a flat planting area.

Hand or Crank Broadcast Seed

Contractor shall apply seed mixed with or without cracked corn, rice hull, or other approved spreading medium to project sites by hand or using hand crank spreaders at a rate specified by District (typically between five (5) and twenty-five (25) pounds per acre). Contractors must calibrate approved spreader and will mix seed according to District project manager specifications.

Plant Standard Sized Bare Root Plants

Contractor shall plant standard sized bare root plants (which are typically less than thirty (30) inches tall above the root crown with a root mass less than ten (10) inches long and eight (8) inches wide with a few exceptions) provided by District in row or random arrangements or as directed by District's project manager or representative. Contractor may be responsible for transporting plant material from one of District's vendors to the project site.

Plant Oversized Bare Root Plants

Contractor will plant oversized bare root plants provided by District, which are typically greater than thirty (30) inches tall above the root crown with a root mass greater than ten (10) inches long and eight (8) inches wide with a few exceptions. Contractor will plant bare root plants in row or random arrangements as directed by the District project manager or representative. Contractor may be responsible for transporting plant material from one of District's vendors to the project site.

Transport and Handling of Bare Root Plants

Contractor shall transport, protect, handle, and plant standard and oversized bare root plants as follows:

Protection of Plant Materials during Transport. Contractor shall be responsible for transporting plant material to the project site either in fully enclosed trailers or trucks with canopies. Open-bed trucks may be used only if Contractor covers plant materials with insulating blankets or tarps to protect plant materials from wind damage and freezing. Plant material shall not be transported in heated crew vehicles.

Protection of Plant Materials on Project Site. Contractor shall keep plants covered at all times using either light colored or white tarps or insulating blankets and shall protect all plant material from loss, destruction or damage of any kind, including physical injury, freezing, heating or drying. Contractor shall be responsible for all loss, destruction or damage to plant material that occurs from the time Contractor takes possession of the plant material until the plant material is planted. Contractor is responsible for inspecting plants/bags upon pickup to verify plants are in good health.

Handling of Plant Materials during Planting. Contractor shall ensure that plant root systems are in a dripping wet state prior to planting. If necessary, Contractor shall dip the entire root system of all plants in water upon removing the plants from the storage bag and shall then place plants directly into a planting bag. Plant material shall be carried into planting areas only in District-approved planting bags. The quantity of seedlings placed in a planting bag shall be limited to that which allows the removal of individual seedlings without damage to tops or roots. Contractor shall remove only one seedling at a time from a planting bag and only after the planting hole has been prepared. Contractor shall not cull plant material or prune roots or stems unless directed by District.

Plant Placement. Contractor shall plant bare-root plant material at various planting densities as directed by District project manager or representative or as indicated in any Work Order that addresses the project. District may also specify where certain plant species or associations of plant species are to be planted within each project area. Plant material planted in inappropriate places will be subject to rejection by District during inspections. Inappropriate places are places where logs, compacted slash greater than 18 inches in depth, rock outcrops, cobble, gravel, standing water, or other media prevent planting tools from making an acceptable planting hole. When an inappropriate place is encountered, Contractor shall plant the plant material in the nearest appropriate location.

Planting Technique. Contractor shall prepare a planting hole that is wide and deep enough to fully suspend the roots of the plant material. Contractor shall suspend the root system near the center of the planting hole, with roots in a near-natural arrangement, at a depth at which the root collar is exposed and the entire root system is covered by soil after filling, packing, and leveling. A “near-natural arrangement” means that roots approximate the position they would have when growing in nature, and are not twisted, tangled, compacted, curled, or bent relative to a position that is perpendicular to the ground surface. Each plant shall be set firmly in the ground, with moist soil filled in and placed firmly around the roots. There shall be no air pockets adjacent to or near the roots. Contractor shall level the soil near the plant after planting and firming so that there are no depressions or mounds near the stem.

District’s Right to Suspend Planting. District may suspend planting work if District determines that weather conditions could damage plant material even if the material is handled in accordance with this Contract. District may also suspend planting work at any time if District determines that Contractor is not handling plants or planting in accordance with this Contract.

Plant Container Plants

Contractor shall plant either one gallon or similarly sized container plants provided by District in row or other arrangement as directed. Contractor may be responsible for transporting plant material from one of District's vendors to the project site.

Transport and Handling of Container Plants

Contractor shall transport, protect, handle and plant plants as follows:

Protection of Plant Materials. Contractor shall protect all plant material from loss, destruction or damage of any kind, including physical injury, freezing, heating or drying. Plant materials shall not be transported in heated crew vehicles. Contractor shall be responsible for all loss, destruction or damage to plant material that occurs from the time Contractor takes possession of the plant material until the plant material is planted.

Handling of Plant Materials during Planting. Contractor shall carry plants by their containers to project site without damaging stems or leaves. Contractor shall not prune roots or stems.

Plant Placement. Contractor shall plant container plants at various planting densities as directed by District or as indicated in any Work Order that addresses the project. District may also specify where certain plant species or associations of plant species are to be planted within each project area. Plant material planted in inappropriate places will be subject to rejection by District during inspections. Inappropriate places are places where logs, compacted slash greater than 18 inches in depth, rock outcrops, cobble, gravel, standing water or other media prevent planting tools from making an acceptable planting hole. When an inappropriate place is encountered, Contractor shall plant the plant material in the nearest appropriate location.

Planting Technique. Contractor shall prepare a planting hole that is twice as wide and the same depth as the plant root ball. If root bound, Contractor shall break up roots and eliminate any circling roots prior to planting. Each plant shall be set firmly in the ground, with moist soil filled in and placed firmly around the roots. There shall be no air pockets adjacent to or near the roots. Contractor shall level the soil near the plant after planting and firming so that there are no depressions or mounds near the stem.

District's Right to Suspend Planting. District may suspend planting work if District determines that weather conditions could damage plant material even if the material is handled in accordance with this Contract. District may also suspend planting work at any time if District determines that Contractor is not handling plants or planting in accordance with this Contract.

Plant Plugs, Bulbs, or Root Fragments

Contractor shall plant herbaceous plugs using picks, dibble sticks, hand trowels, or bare-root planting shovels. District project manager or representative will specify the planting density at the time of the planting. Planting depth varies by species. Contractor may be responsible for transporting plant material from District's vendor to the project site.

Harvest Small Pole Cuttings

Contractor shall harvest 18- to 24-inch-long pole cuttings from sites indicated by the District project manager or representative. Contractor will cut the bottom of each pole at a 45° angle. Upon harvest, Contractor shall arrange cuttings so that the bottoms and tops are in the same direction and place cuttings bottom end first in bundles of 100 in buckets with water. Cuttings shall be kept on site and

covered with light-colored tarps or in water at all times until they are planted. Contractor shall harvest no more than one-third of the donor plant's branches.

Harvest Large Pole Cuttings

Contractor shall harvest 24- to 48-inch-long pole cuttings from sites indicated by the District project manager or representative. When harvesting, Contractor will cut the bottom of each pole at a 45° angle. Upon harvest, Contractor shall arrange cuttings so that the bottoms and tops are in the same direction and place cuttings bottom end first in bundles of 100 in buckets with water. Cuttings shall be kept on site and covered with light-colored tarps or in water at all times until they are planted.

Plant Small Pole Cuttings

Contractor shall plant 18- to 24-inch-long pole cuttings at density indicated by the District project manager or representative. Contractor shall insert a pole cutting into the ground to a depth equal to two-thirds of its total length. District project manager or representative may direct Contractor to plant the cuttings vertically, perpendicular to the ground surface, or at another angle. Pole cuttings shall be planted bottom end first. Pole cuttings will be planted using a rubber mallet or dead blow hammer to drive into the ground or pushed into the ground by hand. Contractor shall remove and replace any cuttings that are broken, skinned during planting, planted upside down, and/or not planted to the proper depth.

Plant Large Pole Cuttings

Contractor shall plant 24- to 48-inch-long pole cuttings at density indicated by the District project manager or representative. Contractor shall insert pole cuttings into the ground to a minimum depth equal to two-thirds of its total length. District's project manager or representative may direct Contractor to plant the cuttings vertically, perpendicular to the ground surface, or at another angle. Pole cuttings shall be planted bottom end first. Pole cuttings will be planted using a rubber mallet or dead blow hammer to drive into the ground or be pushed into the ground by hand. Contractor shall remove and replace any cuttings that are broken, skinned during planting, planted upside down, and/or not planted to the proper depth.

Auger Planting

Requirements for standard auger planting, unless otherwise specified by District's project manager:

- 4" hole using true auger with sealed chaincase (e.g., not a chainsaw-adapted auger that can leak oil)
- Hole will be deep enough to plant pole cutting at a depth equal to two-thirds its total length.
- Fill hole with 3-5 pole cuttings that are each 18-48" long and approximately 1" in diameter.
- Use rubber mallet to pound pole cuttings 2-3" into soil at base of augured hole.
- Use loppers to flush cut top of pole cuttings if damaged.
- Carefully and thoroughly refill the remaining portion of the augured hole and step the soil down firmly and completely around pole cuttings, to seal the planting hole.

Apply Mulch

Contractor shall apply mulch in the form of wood chips or shavings around each planted plant. Mulch shall be spread in a 16-inch diameter circle to a depth of three (3) inches without covering the plant stem. District project manager or representative may change the quantity and kind of mulch material when warranted by site conditions. District shall coordinate and pay for the delivery of mulch unless otherwise requested by the District project manager or representative.

Mark Plants with Stakes

Contractor shall install a bamboo or wooden stake up to 48-inch in length adjacent to planted trees and shrubs. Stakes shall be driven vertically into the ground at a location four (4) inches from the base of the plant, and to a minimum depth of nine (9) inches. Bamboo stakes shall be installed with the larger diameter end in the ground. Contractor shall be responsible for transporting stakes from District's vendor to the project site. At the end of each day, Contractor shall re-bundle and load materials into Contractor's vehicle, unless directed to do otherwise by the District project manager or representative.

Mark Plants with Flagging Tape

Contractor shall tie a 6-inch piece of flagging to planted trees and shrubs. Flagging tape shall be tied to a lateral branch near the top of the plant. Flagging will be delivered to the site by the District project manager or representative.

Install Vexar or Equivalent Tube and Stakes

Contractor shall position the bottom end of the tube so that it is in full contact with the ground. Contractor shall anchor each plant tube to the ground using two stakes. Contractor shall weave a vertical stake 48 inches in length through the tube webbing a minimum of four (4) times and insert it into the ground to a minimum depth of nine (9) inches. Stakes shall be on the inside of the bottom of the tube and installed with the larger diameter end in the ground. Contractor shall further secure the tube using a 24-inch-long stake placed diagonally to a depth of six (6) inches and woven twice between the tube and vertical stake. The tube shall be centered on the plant and shall be installed so that it remains in full contact with the ground when subjected to a moderate upward tug. The maximum allowed lean of the tube is two (2) inches from vertical, measured from the top of the tube.

Contractor shall not damage the plant during tube installation and, if necessary, shall reach into the tube to ensure that branches are in a natural position. Plants with skinned bark, a broken terminal leader, a curled leader inside the tube, or a leader protruding through the side of the tube will be subject to rejection by District project manager or representative. Contractor shall discard and replace stakes broken during installation. Where rocky ground prevents driving the stakes to the full depth on the first attempt, the tube shall be moved to a location where the stake can be driven to the required depth. If soil conditions prevent proper stake installation on many plants throughout a planting site, Contractor shall notify District project manager or representative.

Contractor shall be responsible for transporting stakes and Vexar tubes from District's vendor to the project site. At the end of each day, Contractor shall bundle and load materials into Contractor's vehicle, unless directed to do otherwise by District project manager or representative.

Install Solid Blue Tree Protection Tube or Equivalent and Stakes

Contractor shall position the bottom end of the completely joined/closed tube so that it is in full contact with the ground. The tube shall be closed by a minimum of three cable ties. Contractor shall anchor each plant tube to the ground using a single 4-foot bamboo stake. The stake shall be located on the inside of the tube and will be inserted through the cable ties used to close the tube. The tube shall be centered on the plant and shall be installed so that it remains in full contact with the ground when subjected to a moderate upward tug. The maximum allowed lean of the tube is two (2) inches from vertical, measured from the top of the tube.

Contractor shall not damage the plant during tube installation and, if necessary, shall reach into the tube to ensure that branches are in a natural position. Plants with skinned bark, a broken terminal leader, a curled leader inside the tube, or a leader protruding through the side of the tube will be subject to

rejection by District project manager or representative. Contractor shall discard and replace stakes broken during installation. Where rocky ground prevents driving the stakes to the full depth on the first attempt, the tube shall be moved to a location where the stake can be driven to the required depth. If soil conditions prevent proper stake installation on many plants throughout a planting site, Contractor shall notify District project manager or representative.

Contractor shall be responsible for transporting stakes and solid tubes from District's vendor to the project site. At the end of each day, Contractor shall bundle and load materials into Contractor's vehicle, unless directed to do otherwise by District project manager or representative.

Hourly Planting

District may elect to pay hourly for combinations of Planting work tasks or hire hourly work on projects where measurements of units are impractical or impossible, or the project requires special planting techniques that are not consistent with typical unit pricing. Additional hourly planting tasks may include, but shall not be limited to, spreading of straw, installation of specialized planting tubes or wire caging to exclude beavers.

Additional Delivery Lump Sum Rate

At the request of the District project manager or representative, Contractor shall pick up and deliver plant materials or supplies to the project site. The lump-sum rate shall represent the cost for one person to drive (approximately 20-30 miles round trip) to the specified location, load the materials and return to the project site.

CATEGORY 4: SURVEY AND MONITORING

Survey and Monitoring is intended to document known weed locations, provide an inventory of targeted species for a given site, and document the effects of weed control and restoration efforts on a site.

Survey and Monitoring data will be collected using a District-approved field data collection system application, including but not limited to, an ESRI ArcGIS Online based mobile application known as Field Maps (<https://www.esri.com/en-us/arcgis/products/arcgis-field-maps/overview>). District will allow access to the approved survey and monitoring forms and will provide an orientation to the use of the application. Contractor will be required to collect survey data using an Android, iOS, or approved device with GPS/GNSS capability supplied by Contractor. Contractor will be required to submit collected data using integrated synchronization functionality on a daily or approved upon basis. Contractor may use a suitable alternative data collection methodology, including written field notes and datasheets pending approval from the District project manager or its representative.

Site Inventory and Monitoring

Project site inventories for species identified on District's *Clackamas County Weed List* may be requested for a project site. Surveys consist of thoroughly gridding the project area and documenting the presence or absence of a targeted species included on District's *Clackamas County Weed List*. Additional site features, such as habitat types and potential hazards may be included in site inventories.

District will allow access to an approved site survey and monitoring form and will provide an orientation to the use of District-approved field data collection system application.

Contractor will have access to approximate project boundary maps provided within District-approved field data collection system or through paper maps. Contractor will be expected to interpret on-the-

ground conditions (e.g., fences, roads, streams, etc.), approximate boundary maps, and other factors to determine, as possible, the approximate on the ground boundaries of the project area.

Patch Survey Mapping

Contractor will survey project areas for specified targeted weeds included on District's *Clackamas County Weed List*. Surveys may include some or all species on the *Clackamas County Weed List*. District reserves the right to edit the *Clackamas County Weed List* as new target species are identified. Any changes to the *Clackamas County Weed List* will be communicated to Contractor by the District project manager or representative prior to initiation of work.

District will allow access to an approved survey and monitoring form and will provide an orientation to the use of District-approved field data collection system applications.

Patch surveys will include recording location information for targeted species currently being treated or planned for future treatment. Additional required information for each patch includes, but is not limited to, observer name, date of observation, patch location, patch size, and percent cover of targeted weed. Additional survey information will be communicated to Contractor by the District project manager or representative prior to initiation of work and will be included on provided survey and monitoring data collection forms.

Contractor is responsible for collecting GPS/GNSS coordinates for each patch at a resolution sufficient enough to characterize the infestation to the specifications of District to allow for targeted species to be relocated following survey.

Photopoint Monitoring

Some projects require the establishment of photopoints to document change over time. Contractor will need to follow established the Oregon Watershed Enhancement Board's photo point monitoring guidelines (<https://www.oregon.gov/oweb/Documents/Photo%20Point%20Monitoring%20Guide.pdf>) to establish and document vegetation at a given site. Photo point monitoring may be initiated through District-approved field data collection system applications.

CATEGORY 5: AQUATIC SITE PREPARATION, MAINTENANCE, SURVEY AND MONITORING

Some of the targeted species being treated by District are found in and along lakes, reservoirs, ponds, rivers, creeks and riparian corridors, where they spread with moving water. Some of these infested sites have limited access and are unreachable except by raft, kayak, or suitable watercraft. All the tasks outlined within this category have analogous terrestrial tasks in this Scope of Work, but because of the logistical considerations associated with the aquatic work, these activities are presented here as a separate category.

Activities within this category may not be solely aquatic in nature. Many of the activities will likely be riparian in nature, but all work within this category will require the use of suitable watercraft to access a given project site.

Any watercraft used by contractor for tasks within this category must be included in the proposal document submitted to the District. If watercraft availability changes during the course of the contract, Contractor will honor the rates provided for the watercraft that most closely match those presented at the time of bidding, but only upon approval by the District project manager.

Aquatic Hourly Spray

District may elect to pay hourly for combinations of Backpack Spot, Area, Ring or Row Spray work tasks or hire hourly work on projects where measurement of acreage is impractical or impossible, or the vegetation at the site requires herbicide spray techniques that are not consistent with typical per acre work.

Aquatic Backpack Spot or Area Spray

Contractor shall apply a District-approved aquatic herbicide in a volume sufficient to adequately cover all target vegetation at the site so that it is wet but not dripping. District or its representative must approve the chemical concentration and surfactant to be used; Contractor shall use sufficient dye in the tank mix such that sprayed areas are easily visible to the project manager. Target vegetation may include all vegetation within a target area or may be limited to species or a subset of species included on District's *Clackamas County Weed List*. Contractor is responsible for recognizing and preventing damage to existing native vegetation and/or landscaping vegetation on adjacent land.

Aquatic Backpack Ring or Row Spray

Contractor shall apply a District-approved aquatic herbicide in a volume sufficient to adequately cover all target vegetation within a circle of planted and naturally recruited native vegetation so that it is wet but not dripping. District or its representative must approve the chemical concentration and surfactant to be used; Contractor shall use sufficient dye in the tank mix such that sprayed areas are easily visible to the District project manager. The District project manager will specify whether the work is a circle or line spray and will specify circle size (if applicable) prior to work start. Contractor is responsible for recognizing and preventing damage to existing native or desirable vegetation and existing vegetation on adjacent land.

Aquatic Hourly Cut

District may elect to pay hourly for combinations of Hand Cut/Mow, Cut Stump, Hack and Squirt work tasks or hire hourly work on projects where measurement of acreage is impractical or impossible, or the vegetation at the site requires cutting techniques that are not consistent with typical per acre work.

Aquatic Hand Cut/Mow

Contractor shall cut target vegetation in planted project sites using handheld equipment (e.g., saws, shears, trimmers, etc.) to the specified height. Target vegetation may include all vegetation that is not planted by District or may include species on District's *Clackamas County Weed List*. Contractor is responsible for recognizing and preventing damage to existing native or desirable vegetation and existing vegetation on adjacent land.

Aquatic Hack and Squirt

Contractor shall treat target woody plants by making cuts totaling not less than sixty (60) percent of the plant's circumference through the bark and cambium layers and injecting or spraying (at low pressure) a District-approved aquatic herbicide and concentration into cuts.

The District project manager or representative may direct Contractor to girdle targeted species, by making cuts totaling 100% of the plant's circumference through the bark and cambium layers, which at the District project manager or representative's discretion may or may not include injecting or spraying (at low pressure) a District-approved aquatic herbicide and concentration into cuts.

Aquatic Cut Stump

Contractor shall treat target woody plants by cutting the plant to the ground and immediately applying a District-approved aquatic herbicide and concentration to the entire cut portion of the stump.

Aquatic Hourly Labor

The District project manager may elect to pay hourly labor for activities not specifically described in this Scope of Work. Activities may include but shall not be limited to carrying materials, piling debris, and pulling fence posts.

Aquatic Survey and Monitoring

Survey and Monitoring is intended to document known weed locations, provide an inventory of targeted species for a given site, and document the effects of weed control and restoration efforts on a site.

Contractor will survey project areas for specified targeted weeds included on District's *Clackamas County Weed List*. Surveys may include some or all species on the *Clackamas County Weed List*. District reserves the right to edit the *Clackamas County Weed List* as new target species are identified. Any changes to the *Clackamas County Weed List* will be communicated to Contractor by the District project manager or representative prior to initiation of work.

Survey and Monitoring data will be collected using a District-approved field data collection system application, including but not limited to, an ESRI ArcGIS Online based mobile application known as Field Maps (<https://www.esri.com/en-us/arcgis/products/arcgis-field-maps/overview>). District will allow access to the approved survey and monitoring forms and will provide an orientation to the use of the application.

Contractor will have access to approximate project boundary maps provided within District-approved field data collection system or through paper maps. Contractor will be expected to interpret on-the-ground conditions (*e.g.*, fences, roads, streams, etc.), approximate boundary maps, and other factors to determine, as possible, the approximate on the ground boundaries of the project area.

Contractor will be required to collect survey data using an Android, iOS, or approved device with GPS/GNSS capability supplied by Contractor. Contractor will be required to submit collected data using integrated synchronization functionality on a daily or approved upon basis. Contractor may use a suitable alternative data collection methodology, including written field notes and datasheets pending approval from the District project manager or its representative.

Loading and Hauling with Watercraft

Contractor will provide an experienced operator and State of Oregon licensed watercraft. District project manager may request the use of the following: jet boat capable of running willow waterways such as the Clackamas and Sandy River systems, propeller boat capable of running waterways such as the Willamette and Tualatin Rivers, and non-motorized boats such as rafts, canoes, kayaks, and row boats. Examples include, but are not limited to hauling restoration crew members, District employees, supplies, herbicides, restoration activities and weed management surveying.

Loading and Hauling with Watercraft is transportation focused and does not apply to aquatic work tasks that require watercraft during their implementation (*i.e.* spraying from a boat or kayak).

Watercraft Mobilization

Watercraft mobilization applies to the loading, hauling, unloading and reloading of watercraft for use at a site. It does not include the operation of that equipment. Mobilization fees are charged at the start of each day and apply to watercraft on a single trailer or rack.

For large individual watercraft on a single trailer, a single mobilization fee would be applied. For smaller watercraft (i.e kayaks, canoes, etc.) that are transported in multiples on a single trailer or rack, the entire contents of the trailer or rack would be eligible for a single mobilization fee. Watercraft should be transported to sites in the most efficient method possible.

CATEGORY 6: PROJECT MANAGEMENT

Project Management

Project Management includes those services requested by District that are beyond the completion of work tasks described in the Contract. Project Management does not include time spent scheduling, supervising or coordinating employees or subcontractors performing vegetation management services, generating or submitting invoices, responding to RFP, completing spray records or any other activity associated with completing work tasks described in the Contract. The experience and judgment required for Project Management exceeds that expected for work accomplished by hourly labor rates. Examples of Project Management include but are not limited to:

- A. Site visits to determine vegetation conditions and readiness for work.
- B. Monitoring or assessing effectiveness of treatments and need for additional work.
- C. Telephone calls and e-mail correspondence for the purpose of determining the proper timing of cutting, spraying, tilling, haying or other activities.
- D. Minor research such as investigating availability of a chemical or equipment and associated costs.
- E. Site visits that can include advanced plant identification and knowledge of treatment options and techniques.
- F. Advanced site monitoring or assessment that can include advanced botanical knowledge, wildlife knowledge, and/or quantitative methods.
- G. Photo/drone monitoring where Contractor establishes stations and associated logistics.
- H. Advanced research such as investigating non-target effects of herbicides that require advanced knowledge of subject areas.
- I. Securing access points and addressing logistics associated with mobilization from access points within the targeted waterbody.
- J. Consultation with District project manager or representative to address unforeseen challenges as needed to meet project goals and contract requirements.

WORK TASK UNIT PRICES

ADD UNIT PRICES FOR WORK CATEGORIES AWARDED TO CONTRACTOR.