

Request for Proposals:

#2013-WW-01

INSTREAM & RIPARIAN VEGETATION MANAGEMENT

Clackamas County Soil and Water Conservation District

221 Molalla Ave., Suite 102, Oregon City, OR 97045

www.conservationdistrict.org

503-210-6000

District Management:

Tom Salzer, District Manager

tsalzer@conservationdistrict.org

503-210-6001

RFP and Contracts Administration:

Eann Rains, Conservation Investments Coordinator

erains@conservationdistrict.org

503-210-6005

Project Management:

Samuel Leininger, WeedWise Program Manager

sleininger@conservationdistrict.org

503-210-6006

Notice is hereby given that all proposals for RFP #2013-WW-01: Instream and Riparian Vegetation Management shall be received by the Clackamas County Soil and Water Conservation District, 221 Molalla Ave., Suite 102, Oregon City, OR 97045 until 12:00 p.m., June 28, 2013. It is the sole responsibility of the proposer to ensure that the Clackamas County Soil and Water Conservation District receives the proposal by the specified date and time. All late proposals shall be rejected. PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.

I. INTRODUCTION

The Clackamas County Soil and Water Conservation District (“District”), an Oregon special district organized under the laws of the State of Oregon, is requesting proposals for Instream and Riparian Vegetation Management. The District wishes to hire one or more contractors for each category of work for two and one-half (2.5) treatment years, for one or more weed control projects. The size of each project may vary. Awarded contracts will be for on-call work, and no amount of work is guaranteed to the Contractor.

Proposals will be due no later than 12:00 p.m., June 28, 2013, in the District's business office, located at 221 Molalla Ave., Suite 102, Oregon City, OR 97045.

Details concerning the project and proposal are contained in this document. Because the contract amount is under \$50,000, this project is not subject to prevailing wage requirements under Oregon law.

II. BACKGROUND/HISTORY OF PROJECT

The Clackamas County Soil and Water Conservation District is a non-regulatory service district that serves more than 380,000 residents in Clackamas County. The District is governed by a seven-member, elected board of directors. The District works to enhance the livability of our communities by protecting water quality, fish and wildlife habitat, and working lands. The District’s WeedWise program promotes these goals by treating priority invasive weeds across Clackamas County. The District now seeks qualified contractors for instream and riparian vegetation management to complement the WeedWise Program’s existing invasive weed control efforts.

The District currently works to control target priority weeds at no cost to landowners within Clackamas County. Some of these invasive weeds are commonly found along streams and riparian corridors, where they spread with moving water. Likewise, many of the infested sites are unreachable without access by raft, kayak, or suitable watercraft. The proposed project area is the Sandy River Basin, where Japanese knotweed (*Fallopia japonica*) has been treated repeatedly for more than a decade. The District hopes to continue providing regular management of this species to prevent resurgence of this population. Previous efforts in the Sandy Basin consisted of small groups of licensed herbicide applicators accessing remote knotweed patches by kayak from the water’s edge to the mean high water mark.

The District has secured spatial information for knotweed patches within the Sandy River system and can supply contractors with known locations to treat infestations below the mean high water mark. Additional treatments above the mean high water mark also may be undertaken, but only with authorization by the landowner. The District will recruit landowners to allow knotweed control on their land, obtain landowner authorization, and convey this information to the Contractor.

Although the primary focus for this project will be instream control of knotweed and other riparian weeds along the Sandy River, the District may expand instream control efforts to other river systems during the proposed contract period.

The Contractor must be able to work independently and without direct oversight. The Contractor must be able to navigate safely in a riverine system, and utilize GPS and maps to determine locations and property ownership. The Contractor will also document weed locations and treatment efforts, and keep the records required to ensure regulatory compliance by the District.

III. PROPOSED SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

The District is requesting proposals from weed control and restoration contractors who provide instream and riparian vegetation management services for the following categories of work:

1. *Invasive Weed Control and Maintenance*
2. *Invasive Weed Survey and Monitoring*
3. *Project Management and Reporting.*

Detailed work task descriptions are included in *Section 6* in the *Attachment A-1: Scope of Work* to this RFP.

Contractors who have a record of successful vegetation management, restoration, and habitat enhancement in an instream environment and who also have experience working with government agencies are encouraged to apply.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have a minimum of two years of experience in implementing the work tasks in the service categories being proposed under this solicitation.

Contractors must possess and maintain a Commercial Pesticide Operator's license, and utilize licensed Commercial Pesticide Applicators with Aquatic and Forestry endorsements for the duration of the Contract.

V. PROJECT ADMINISTRATION

Eann Rains, Conservation Investments Coordinator, will be the lead contact for this RFP solicitation. She can be contacted at:

Clackamas County Soil and Water Conservation District
221 Molalla Ave., Suite 102, Oregon City, OR 97045
erains@conservationdistrict.org
503-210-6005

Contractors shall designate one point of contact for the resulting Contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals:

Two (2) paper copies of the proposal shall be furnished to the District in a sealed envelope, addressed to:

*Clackamas County Soil and Water Conservation District,
Attn: Eann Rains, RFP #2013-WW-01
221 Molalla Ave., Suite 102
Oregon City, OR 97045.*

B. Deadline: Proposals will not be considered if received after 12:00 p.m., June 28, 2013.

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement the District will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by the District in evaluating the Proposal. All questions relating to this RFP should be addressed to Eann Rains at 503-210-6005 or erains@conservationdistrict.org. Any questions which in the opinion of the District warrant a written reply will result in an RFP amendment that will be made available to all interested parties. The District will not respond to questions received after 12:00 p.m., June 21, 2013.

D. Information Release:

All Proposers are hereby advised that the District may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal, all Proposers agree to such activity and release the District from all claims arising from such activity. In accordance with Oregon Public Records Law (ORS Chapter 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

VII. PROPOSAL CONTENTS

The proposal should contain no more than twenty-one (21) pages of written material describing the ability of the Proposer to perform the work requested, as outlined below. No waxed page dividers or non-recyclable materials should be included in the proposal.

A. Company Information:

Fill out *Proposal Form #1* with company information and indicate the Proposer's willingness to participate in cooperative procurement. Validate the proposal with an authorized signature.

--Not to exceed one (1) page.

B. Company References, Capacity, and Experience:

Fill out *Proposal Form #2* with references, capacity of company, and experience working on instream and riparian vegetation management projects as it applies to each of the work categories listed in *Proposal Form #3*. If additional space is needed, attach additional pages to *Proposal Form #2*.

--Not to exceed ten (10) pages.

C. Unit Rate Prices:

Fill out unit rate prices in *Proposal Form #3* for each of the work categories.

--Not to exceed six (6) pages.

D. Sustainable Business Practices:

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

--Not to exceed one (1) page.

E. Diversity in Employment and Contracting:

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

--Not to exceed one (1) page.

F. Exceptions and Comments:

To facilitate evaluation of proposals, all responding firms will adhere to the format outlined in this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP or attached Contract are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

--Not to exceed two (2) pages.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit the District to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. The District reserves the

right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of the District before payment for services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. The District shall pay Contractor within 45 days of receipt of an approved invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, telephone number, and email address of an individual or individuals with authority to bind the Proposer during the period in which the District is evaluating the proposal.
- D. Conflict of Interest: A Proposer filing a proposal thereby certifies that no officer, agent, or employee of the District has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of the District; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause: The Clackamas County Soil and Water Conservation District (CCSWCD) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, gender, marital status, religion, sexual orientation, genetic information and political beliefs. CCSWCD is an equal opportunity employer.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated by a selection committee. The evaluation will take place using the evaluation criteria identified below. Interviews of the company owner may be requested prior to final selection of a contractor. The District may contact references listed in the Experience/Reference section of *Proposal Form #2* to this RFP.

All contractors who are deemed capable by the committee of performing the needed services in any given category may be placed on the list for that category. The District may limit any list, however, to five or fewer contractors. In the event the District limits a list, the highest rated contractors will be placed on the list.

- B. Evaluation Criteria: The following criteria will be used in the evaluation of the proposals:

	Percentage of Total Score
— Company References	10%
— Company Capacity	15%
— Experience	40%
— Pricing	25%
— Sustainable Business Practices	5%
— Diversity in Employment and Contracting	5%
	100%

X. APPEAL OF CONTRACT AWARD

Aggrieved Proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by the District. Appeals must be submitted to the address below and must state the specific deviation of rule or statute in the contract award:

*Clackamas County Soil and Water Conservation District
ATTN: Eann Rains, Appeal: RFP #2013-WW-01
221 Molalla Ave., Suite 102
Oregon City, OR 97045*

The District will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The Public Contract attached as *Attachment A* is a standard agreement approved for use by the District. This is the contract the successful Proposer will enter into with the District; it is included for your review prior to submitting a proposal.

For Public Contracts Not to Exceed \$50,000

CONTRACT NO. #TBD

This Contract is entered into between the Clackamas County Soil and Water Conservation District ("District"), a special district organized under the laws of the State of Oregon, whose address is 221 Molalla Ave., Suite 102, Oregon City, OR 97045, and _____, whose address is _____, hereinafter referred to as the "Contractor."

Because the contract amount is under \$50,000, 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-1*. All services shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II: TERM OF CONTRACT

The initial term of this Contract shall be for a two and one-half year period commencing July 31, 2013 and running through December 31, 2015.

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

ARTICLE III: CONTRACT SUM AND TERMS OF PAYMENT

The District shall 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. The 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 \$50,000.

ARTICLE IV: LIABILITY AND INDEMNITY

Contractor is an independent contractor and assumes full responsibility for the content of its work and performance of Contractor's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract. Contractor shall indemnify, defend and hold harmless the 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 the District.

ARTICLE V: TERMINATION

The District may terminate this Contract upon giving Contractor seven (7) days written notice. In the event of termination, Contractor shall be entitled to payment for work performed to the date of termination. The District shall not be liable for indirect, consequential damages or any other damages. Termination by the District will not waive any claim or remedies it may have against Contractor.

ARTICLE VI: INSURANCE & BONDS

Contractor shall purchase and maintain at Contractor's expense, the following types of insurance covering Contractor, its employees and agents.

A. Commercial General Liability insurance covering bodily injury, death, and property damage, including personal injury liability, products, and completed operations. Contractor shall provide proof of insurance for the period of this Contract between the Contractor and the District in the following amounts: not less than \$1,000,000 per occurrence for any single claimant and not less than \$2,000,000 per occurrence for any number of claimants. The District, its officers, directors, employees, and agents shall be named as an ADDITIONAL INSURED but only with respect to the Contractor's services to be provided under this Contract.

B. Automobile Liability insurance covering all owned, non-owned, and hired vehicles. Insurance coverage shall include both bodily injury/death and property damage. Contractor shall provide proof of insurance for the period of this Contract between the Contractor and the District in the following amounts: Bodily injury/death: not less than \$1,000,000 per occurrence for any single claimant and not less than \$2,000,000 per occurrence for any number of claimants. Property damage: not less than \$100,000 per occurrence for any single claimant and not less than \$200,000 per occurrence for any number of claimants. The District, its officers, directors, employees, and agents shall be named as an ADDITIONAL INSURED but only with respect to the Contractor's services to be provided under this Contract.

C. Workers' compensation coverage in compliance with Oregon law must cover Contractor's operations under this Contract, including any subcontractor or anyone directly or indirectly employed by either of them.

Neither Contractor nor any subcontractor shall commence work under this Contract until Contractor has obtained all the insurance required herein and submitted a certificate of insurance to the District. Contractor shall maintain the insurance for the duration of this Contract. The insurance certificate shall provide for thirty (30) days advance written notice to the District's project manager prior to cancellation. The District's failure to confirm that Contractor has in fact complied with this Section shall not relieve Contractor from its obligation to comply with the terms set forth herein.

In addition, for public works subject to ORS 279C.800 to 279C.870, Contractor and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII : PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 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 Agreement. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement 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 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 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 any and 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 the 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.

For public improvement work, all contractors must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII: *QUALITY OF SERVICES*

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 IX: *OWNERSHIP OF DOCUMENTS*

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of the 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 the District's request, Contractor shall promptly provide the District with an electronic version of all Work Products that have been produced or recorded in electronic media. The District and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to the District all rights of reproduction and the copyright to all such Work Products.

A. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

1. The performance of the Contractor, including but not limited to the Contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the Contractor or subcontractor under the terms of the contract or subcontract;
2. Any claims arising from or relating to the performance of the Contractor or subcontractor under a public contract;
3. Any cost and pricing data relating to the contract; and
4. Payments made to all suppliers and subcontractors.

B. Contractor and subcontractors shall maintain records for the longer period of (a) six years from the date of final completion of the contract to which the records relate, or (b) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

C. Contractor and subcontractors shall make records available to the District and its authorized representatives, including but not limited to the staff of any District department and the staff of the District Auditor, within the boundaries of the District's region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of the District, Contractor or subcontractor agrees to bear all of the costs for the District employees, and any necessary consultants hired by the District, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that the District incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If Contractor elects to have such records outside these boundaries, the costs paid by Contractor to the District for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. Contractor and subcontractors authorize and permit the District and its authorized representatives, including but not limited to the staff of any District department and the staff of the District Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. The District shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. Contractor and subcontractors agree to disclose the records requested by the District and agree to the admission of such records as evidence in any proceeding between the District and Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. Contractor and subcontractors agree that in the event such records disclose that the District is owed any sum of money or establish that any portion of any claim made against the District is not warranted, Contractor or subcontractor shall pay all costs incurred by the District in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from the District.

G. Failure of Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future District contracts as provided in ORS 279B.130, or may result in a finding that Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and the District Code Section 2.04.052.

ARTICLE X: SUBCONTRACTORS

Contractor shall notify the 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. The 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 agreement. Contractor shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XI: RIGHT TO WITHHOLD PAYMENTS

The District shall have the right to withhold from payments due Contractor such sums as necessary, in amounts permitted by law, to protect the 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. In addition for public improvement work, if a Contractor is required to file certified statements under ORS 279C.845, the District shall retain 25 percent of any amount earned by Contractor on the public works until the contractor has filed all required certified statements with the District.

If a liquidated damages provision is contained in the Scope of Work and if Contractor has, in the District's opinion, violated that provision, the District shall have the right to withhold from payments due Contractor such sums as shall satisfy that provision. All sums withheld by the District under this Article shall become the property of the District and Contractor shall have no right to such sums to the extent that Contractor has breached this Contract.

ARTICLE XII: SAFETY

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.

ARTICLE XIII: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between the 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 the District and Contractor. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XIV: INDEPENDENT CONTRACTOR STATUS; COMPLIANCE

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 the 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 Agreement; 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 the District.

ARTICLE XV: INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A.215, other public agencies may use this Contract to purchase services that are identical to those described in this Contract for the price stated in this Contract. The conditions of such use by other public agencies shall be 1) that such agencies must establish contact with Contractor and must enter into a separate contract with Contractor that contains negotiated delivery requirements and other contractual terms and conditions; and 2) that such agencies must enter into the separate contract during the term of this Contract and 3) that the District accepts no responsibility for performance by either Contractor or other public agencies using this Contract. With such conditions, the District consent to such use by another public agency.

ARTICLE XVI: ASSIGNMENT

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

ARTICLE XVII: 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 XVIII: 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. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid, and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid or unenforceable provision. Any failure by the District to enforce a provision of the Contract is not to be construed as a waiver by the District of this right to do so.

ARTICLE XIX: COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

CONTRACTOR NAME

CLACKAMAS COUNTY SWCD

By: _____

By: _____

Date: _____

Date: _____

Scope of Work

1. GENERAL

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

The 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 sites specified by the District are completed.

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

2. SUBJECT MATTER OF WORK

The majority of the work covered under this agreement will require project sites to be accessed by the water. The Contractor may need to drive, float, paddle, or walk equipment into project sites. Contractor is responsible for all transportation, both aquatic and terrestrial, as well as labor, materials, tools, equipment, and other items necessary to supply the District with the specified instream and riparian vegetation management services.

Contractor agrees to perform all associated work described in Section 6 of this Scope of Work. Herbicide application work requires Contractor to provide proof of compliance with all Oregon Department of Agriculture license requirements.

3. NOTIFICATION OF WORK

- A. If Contractor is asked to work on a project, the District project manager or representative will provide Contractor a verbal or written work order with detailed work instructions. The work order will include at a minimum: the work site location, a description of the tasks, an estimated project cost, any special instructions, and work completion deadlines. The 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. The District may consider factors that include but are not limited to Contractor's unique skills, experience or equipment, familiarity with a site, capacity compared to the size or complexity of a project, past performance on District projects, unit rate costs, and availability when making its selection. The District may also consider Contractor's ranking in the initial selection process and experience on other District projects.

4. *UNIT PRICES AND HOURLY RATES*

- A. Contractor shall complete work at the unit prices or hourly rates contained in the Unit Price list, attached hereto as Exhibit 1 and incorporated herein, 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, The District may elect to pay Contractor for work on an hourly basis. Contractor shall not be entitled to reimbursement for expenses incurred in providing the services unless specified in this Scope of Work.
- B. The District will calculate project acreage to the closest quarter of an acre using a horizontal plane and without regard to slope. For instream treatment, the project area will be estimated to the nearest quarter stream mile. The minimum project size for unit pricing payment purposes will be one (1) acre or one half (1/2) river mile.
- C. Contractor's fees shall remain fixed for the duration of the Contract term. At the beginning of any renewal period, Contractor may request an adjustment to Contractor's unit prices and labor rates. No increases in fees shall be effective until the Contractor and District agree upon the revised fee schedule. The District will amend the Public Contract upon mutual acceptance of the revised fee schedule.

5. *ITEMS PROVIDED BY THE DISTRICT*

The District will provide historic and current weed locations, site maps, parcel locations, and required documentation. Weed locations and parcels will be updated in real time and may be provided in electronic format only.

6. *WORK TASK DESCRIPTIONS*

Category 1: Manual Site Preparation and Maintenance

Site Prep - 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. The 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 the District's Target Species List attached hereto as Exhibit 2. Contractor is responsible for recognizing and preventing damage to existing native vegetation and/or landscaping vegetation on adjacent land.

Site Prep - 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 herbicide and concentration into cuts.

Site Prep – 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.

Site Prep - Hand Mow/Cut

Contractor shall cut target vegetation using hand held sawing, shearing, weed whipping or other cutting equipment to the specified height. Target vegetation may include all vegetation that is not planted by the District. Contractor is responsible for recognizing and preventing damage to existing native vegetation and/or landscaping vegetation on adjacent land.

Site Prep - 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 24 inches in length above mineral soil using manual or mechanical means. Contractor is responsible for recognizing and preventing damage to existing native vegetation.

Maintenance - Hand Mow/Cut

Contractor shall cut target vegetation in planted project sites using hand held equipment (e.g., saws, shears, trimmers, etc.). Target vegetation may include all vegetation that is not planted by the District or may include species on the District's Target Species List. Contractor is responsible for recognizing and preventing damage to existing native vegetation.

Maintenance - 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. The 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 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 the District's Target Species List attached hereto as Exhibit 2. Contractor is responsible for recognizing and preventing damage to existing native vegetation and/or landscaping vegetation on adjacent land.

Maintenance - 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. The 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 vegetation.

Maintenance - Hourly Spray

The 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 measurements 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.

Maintenance - Hourly Cut

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

Maintenance - 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, fire watchman and pulling fence posts.

Category 2: Survey and Monitoring

Control efforts within the project area will be ongoing and the Contractor must be able to survey for targeted weeds included on the District's *Target Species List* attached hereto as Exhibit 2. Survey work for most species will be summarized as presence or absence information for each parcel or site. For targeted weeds currently being treated or slated for future treatment patches, patch size, and percent cover will be recorded. Contractor is also responsible for collecting GPS coordinates for each nascent patch, sufficient enough to characterize the infestation and allow for relocation of the targeted weed(s). It is expected that Survey and Monitoring will be carried out simultaneously with work activities described in Category 1, or as a standalone activity.

Targeted weed patch data will be transferred to the District in electronic format sufficient for integration into the District's existing geodatabase. Contractor will work with the District to ensure compatibility.

Weed treatment activities occurring within three feet of water require special consideration and monitoring. The District is a registrant under the DEQ administered 2300A Pesticide permit. As such, the District is required to report all applications by employees and contractors within three feet of water. The Contractor will need to keep records for all weeds treated within three (3) feet of standing water. Treatment areas must be recorded in linear feet of wetted edge and estimated area. For stream or rivers, records also must show number of sides treated.

A record of herbicide use within three feet of water must be reported to the District within fourteen (14) days of application. If Contractor is also a registrant under the 2300A Pesticide Permit, all spray records will be reported to DEQ through the District.

Part of the target area is managed by the Bureau of Land Management. All treatment activities undertaken on BLM managed properties must be from a list of BLM's approved herbicides. Treatment records on BLM property must also be documented using BLM's Pesticide Action Record (PAR) form attached hereto as Exhibit 3, or an approved alternative. Any alternative document

must at a minimum include all information included on the PAR. Contractor will provide PAR documents to the District with fourteen (14) days of application or upon request by the District.

Category 3: Project Management

Project Management includes those services requested by the District that are above and beyond the completion of work tasks described in the Contract. Examples of Project Management include additional site visits, site monitoring, telephone calls, photo monitoring, and email correspondence for the purpose of determining the proper timing of cutting, spraying, or other activities. Project Management does not include time spent generating or submitting invoices or any other activity associated with completing work tasks described in the Contract.

For instream work, Project Management will also include securing access points and mobilization from access points within the targeted watershed. The level of complexity associated with mobilization in the stream necessitates problem solving and flexibility by the Contractor. Contractor will address unforeseen challenges as needed to meet the contract requirements.

7. *USE OF HERBICIDE*

The specific amount of herbicide used will be in accordance with the label requirements. Unless otherwise directed by the District, 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 ornamental vegetation to protect native or ornamental 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 the District approved public notice signs with legal re-entry periods at all public access points prior to spraying and leave signs on-site until re-entry periods are satisfied. Contractor shall remove signs when re-entry periods are satisfied.

The District shall reimburse Contractor for the cost of all herbicide, surfactants and indicator dye used in herbicide application work tasks under Section 6 of Scope of Work. Terms of payment for herbicides are more fully detailed below in Section 13 of this Scope of Work. Contractor shall submit copies of herbicide application records for all herbicide work with each invoice to the District.

Contractor shall maintain appropriate licensing and shall present copies of operator, applicator and trainee licenses at the District's request. The District is not responsible for payment to Contractor in the event that Contractor fails to provide documentation upon request.

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 the District.

9. *THE ROLE OF THE DISTRICT PROJECT MANAGER*

The 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, the District shall appoint a project manager to make decisions concerning employment of specific site preparation, maintenance techniques, and other issues. The parties anticipate that most decisions made by the project manager will not affect Contractor's costs or the terms of the work in this Contract or Work Orders that addresses the project.

The 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 of documentation for compliance with all specifications on all work items 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 and/or reviews shall primarily be 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 42 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, the 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. Once 90 percent work quality is attained, full payment will be made in accordance with Section 13 of this Scope of Work.

Based on inspection results, if the work quality percentage falls below 90 percent, the 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, the District may cancel the Work Order. If the work is seriously or chronically deficient, Contractor recognizes that the District may elect to terminate the Contract in accordance with Article V.

11. *NOTIFICATION OF SUBCONTRACTING*

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

- A. Name, address, 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.

12. *WORK ACCEPTANCE AND INVOICES*

Contractor shall invoice the District for completed work following the District project manager's acceptance of work. For a given work site, the District shall determine whether to accept work after each treatment or a series of treatments. The District shall not be obligated to accept and pay for work that contains material deficiencies as defined in Section 10 of this Scope of Work.

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

- Contractor Name,
- Invoice Number,
- Invoice Date,
- Project Name (if applicable),
- Site Name,
- Contract Number,
- Work Order Number,
- Work Description with Work Tasks Matching the description contained in section 6 of this Scope of Work,
- Completion Date,
- Unit Price,
- Number of Units,
- Extended Price,
- Herbicide Expenses with Mark Up, and
- Invoice Total.

All completed work should be invoiced to the District within fourteen (14) days of completion. Contractor's failure to (a) invoice the District within such 14-day period or (b) include all

required information will be just cause for the 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 the District.

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

13. *PAYMENT*

The 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 *Exhibit 1 to Attachment A-1: Scope of Work*, unless otherwise provided for in a specific Work Order.

The 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 Application Record will not be paid until the records are provided. At the District's request, Contractor shall submit purchase receipts documenting cost incurred for purchase of herbicide, surfactants and indicator dye.

14. *DAMAGES TO NATIVE VEGETATION*

Contractor acknowledges that the District incurs damages when native 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. As the extent of these damages is often difficult to determine, Contractor hereby agrees to pay fixed, agreed, and liquidated damages at the rate of \$5.75 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 under Section 10 of this Scope of Work.

15. *DAMAGE TO REAL PROPERTY*

In accordance with Article IV of the Contract, in the event Contractor causes damage to the 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 incur all costs associated with such corrective actions.

16. *WORK HOURS*

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

EXHIBIT 1: UNIT PRICES

Category 1: Manual Site Preparation and Maintenance

Work Task	Unit	Unit Price
Site Prep - Backpack Spot or Area Spray	Acre	
Site Prep - Hack and Squirt	Hr	
Site Prep - Cut Stump	Hr	
Site Prep - Hand Mow/Cut	Acre	
Site Prep - Cut Blackberry/Brush	Acre	
Maintenance - Hand Mow/Cut	Acre	
Maintenance - Backpack Spot or Area Spray	Acre	
Maintenance - Backpack Ring or Row Spray	Acre	
Maintenance - Hourly Spray	Hr	
Maintenance - Hourly Cut	Hr	
Maintenance - Hourly Labor	Hr	

Category 2: Survey and Monitoring

Work Task	Unit	Unit Price
Survey & Monitoring	Hr	

Category 3: Project Management

Work Task	Unit	Unit Price
Project Management	Hr	

EXHIBIT 2: TARGET SPECIES LIST

Common Name	Scientific Name	ODA Listing
<u>Russian Knapweed</u>	<i>Acroptilon repens</i>	B
<u>Jointed goatgrass</u>	<i>Aegilops cylindrica</i>	B
<u>Ovate Goatgrass</u>	<i>Aegilops ovata</i>	A
<u>Barbed Goatgrass</u>	<i>Aegilops triuncialis</i>	A
<u>Camelthorn</u>	<i>Alhagi pseudalhagi</i>	A
<u>Garlic mustard</u>	<i>Alliaria petiolata</i>	B
<u>Yellow tuft</u>	<i>Alyssum corsicum</i>	A
<u>Yellow tuft</u>	<i>Alyssum murale</i>	A
<u>Ragweed</u>	<i>Ambrosia artemisiifolia</i>	B
<u>Skeletonleaf bursage</u>	<i>Ambrosia tomentosa</i>	A
<u>Common bugloss</u>	<i>Anchusa officinalis</i>	B
<u>False brome</u>	<i>Brachypodium sylvaticum</i>	B
<u>White bryonia</u>	<i>Bryonia alba</i>	A
<u>Flowering rush</u>	<i>Butomus umbellatus</i>	A
<u>Plumeless Thistle</u>	<i>Carduus acanthoides</i>	A
<u>Musk Thistle</u>	<i>Carduus nutans</i>	B
<u>Italian Thistle</u>	<i>Carduus pycnocephalus</i>	B
<u>Slender-flowered Thistle</u>	<i>Carduus tenuiflorus</i>	B
<u>Smooth distaff Thistle</u>	<i>Carthamus baeticus</i>	A
<u>Woolly distaff Thistle</u>	<i>Carthamus lanatus</i>	A
<u>Purple Starthistle</u>	<i>Centaurea calcitrapa</i>	A
<u>Iberian Starthistle</u>	<i>Centaurea iberica</i>	A
<u>Yellow starthistle</u>	<i>Centaurea solstitialis</i>	B
<u>Squarrose knapweed</u>	<i>Centaurea virgata</i>	A
<u>Jubata grass</u>	<i>Cortaderia jubata</i>	B
<u>Japanese dodder</u>	<i>Cuscuta japonica</i>	A
<u>Houndstongue</u>	<i>Cynoglossum officinale</i>	B
<u>Purple nutsedge</u>	<i>Cyperus rotundus</i>	A
<u>Spurge laurel</u>	<i>Daphne laureola</i>	B
<u>Cutleaf teasel</u>	<i>Dipsacus laciniatus</i>	B
<u>Paterson's curse</u>	<i>Echium plantagineum</i>	A
<u>Leafy Spurge</u>	<i>Euphorbia esula</i>	B
<u>Oblong spurge</u>	<i>Euphorbia oblongata</i>	A
<u>Japanese Knotweed</u>	<i>Fallopia japonica (Polygonum cuspidatum)</i>	B
<u>Giant Knotweed</u>	<i>Fallopia sachalinensis (Polygonum sachalinensis);</i>	B
<u>Goatsrue</u>	<i>Galega officinalis</i>	A
<u>Halogeton</u>	<i>Halogeton glomeratus</i>	B
<u>Spikeweed</u>	<i>Hemizonia pungens</i>	B
<u>Giant hogweed</u>	<i>Heracleum mantegazzianum</i>	A
<u>Orange Hawkweed</u>	<i>Hieracium aurantiacum</i>	A
<u>Yellow Hawkweed</u>	<i>Hieracium floribundum</i>	A

Attachment A-1: Instream and Riparian Vegetation Management – Public Contract Scope of Work Exhibit 2

<u>Mouse-ear Hawkweed</u>	<i>Hieracium pilosella</i>	A
<u>King-devil Hawkweed</u>	<i>Hieracium piloselloides</i>	A
<u>Meadow Hawkweed</u>	<i>Hieracium pratense</i>	A
<u>Hydrilla</u>	<i>Hydrilla verticillata</i>	A
<u>Policeman's helmet</u>	<i>Impatiens glandulifera</i>	B
<u>Kochia</u>	<i>Kochia scoparia</i>	B
<u>Lens-podded Whitetop</u>	<i>Lepidium chalepensis</i>	B
<u>Hoary cress</u>	<i>Lepidium draba</i>	B
<u>Perennial pepperweed</u>	<i>Lepidium latifolium</i>	B
<u>Hairy Whitetop</u>	<i>Lepidium pubescens</i>	B
<u>Purple loosestrife</u>	<i>Lythrum salicaria</i>	B
<u>Eurasian watermilfoil</u>	<i>Myriophyllum spicatum</i>	B
<u>Matgrass</u>	<i>Nardus stricta</i>	A
<u>Yellow floating heart</u>	<i>Nymphoides peltata</i>	A
<u>Scotch Thistle</u>	<i>Onopordum acanthium</i>	B
<u>Taurian Thistle</u>	<i>Onopordum tauricum</i>	A
<u>African rue</u>	<i>Peganum harmala</i>	A
<u>Common reed</u>	<i>Phragmites australis ssp. Australis</i>	A
<u>Himalayan Knotweed</u>	<i>Polygonum polystachyum</i>	B
<u>Sulfur cinquefoil</u>	<i>Potentilla recta</i>	B
<u>Kudzu</u>	<i>Pueraria lobata</i>	A
<u>Blessed Milk Thistle</u>	<i>Silybum marianum</i>	B
<u>Silverleaf nightshade</u>	<i>Solanum elaeagnifolium</i>	A
<u>Johnsongrass</u>	<i>Sorghum halepense</i>	B
<u>Smooth Cordgrass</u>	<i>Spartina alterniflora</i>	A
<u>Common Cordgrass</u>	<i>Spartina anglica</i>	A
<u>Dense-flowered Cordgrass</u>	<i>Spartina densiflora</i>	A
<u>Saltmeadow Cordgrass</u>	<i>Spartina patens</i>	A
<u>Spanish Broom</u>	<i>Spartium junceum</i>	B
<u>Medusahead rye</u>	<i>Taeniatherum caput-medusae</i>	B
<u>European water chestnut</u>	<i>Trapa natans</i>	A
<u>Coltsfoot</u>	<i>Tussilago farfara</i>	A
<u>Gorse</u>	<i>Ulex europaeus</i>	B
<u>Spiny cocklebur</u>	<i>Xanthium spinosum</i>	B
<u>Syrian bean-caper</u>	<i>Zygophyllum fabago</i>	A
<u>False indigo bush</u>	<i>Amorpha fruticosa</i>	B
<u>Rush skeletonweed</u>	<i>Chondrilla juncea</i>	B
<u>Yellow archangel</u>	<i>Lamiastrum galeobdolon</i>	B
<u>Water primrose</u>	<i>Ludwigia grandiflora</i>	B
<u>Water primrose</u>	<i>Ludwigia hexapetala</i>	B
<u>Water primrose</u>	<i>Ludwigia peploides</i>	B
<u>Japanese Butterbur</u>	<i>Petasites japonica</i>	
<u>American pokeweed</u>	<i>Phytolacca americana</i>	

EXHIBIT 3: BLM PESTICIDE APPLICATION RECORD

1. General Information.

- a) Project Name:
- b) Operator(s):
- c) Pesticide Use Proposal (PUP) number:

2. Name of Applicator:

3. Date(s) of Application (mm/dd/yyyy)

4. Time Frame of Application:

5. Location of Application: T. ____ S., R. ____ W., section(s) _____ WM.

6. Type of Equipment used:

7. Pesticide(s) used:

- a) Company of Manufacturer's name:
- b) Trade Name:
- c) Type of formulation: liquid, or granular

8. Rate of Application:

- a) Active ingredient per acre:
- b) Volume of Output (Chemical + carrier) per acre:

9. Areas Treated

- a) Actual Area treated:
- b) Total Project Area:

10. Primary Pests involved:

11. Stage of Pest Development:

12. Site Treated: Native Vegetation Seeded Other

13. Weather Conditions:

- a) Wind Velocity _____.
- b) Wind Direction _____.
- c) Temperature (F) _____.
- d) Other weather Conditions (ie. sunny, overcast) _____.

14. Monitoring Record (continue on back):