Request for Proposals:

#2016-WW-01

##### PRIORITY INVASIVE WEED

##### AND VEGETATION MANAGEMENT

#  Clackamas Soil and Water Conservation District

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

[www.conservationdistrict.org](http://www.conservationdistrict.org)

503-210-6000

##### District Management:

**Tom Salzer, General 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 proposals for RFP #2016-WW-01: Priority Invasive Weed and Vegetation Management shall be received by the Clackamas Soil and Water Conservation District, 221 Molalla Ave., Suite 102, Oregon City, OR 97045 until 12:00 p.m., on Friday, **February 26, 2016**. It is the sole responsibility of the proposer to ensure that the Clackamas Soil and Water Conservation District receives the proposal by the specified date and time. All late proposals will be rejected. PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.

##### I. INTRODUCTION

The Clackamas Soil and Water Conservation District (“District”), an Oregon special district organized under the laws of the State of Oregon, is requesting proposals for Priority Invasive Weed and Vegetation Management Services. The District wishes to hire one or more contractors for each category of work for three (3) treatment years, to work on multiple weed control projects. The size of each project may vary. Awarded contracts will be for on-call work *not-to-exceed* $200,000, and no amount of work is guaranteed to the Contractor.

***Proposals will be due no later than 12:00 p.m., on Friday, February 26, 2016 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. The maintenance contracts awarded as a result of this announcement are *not* subject to prevailing wage requirements under Oregon law.

##### II. BACKGROUND/HISTORY OF PROJECT

The Clackamas 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 seeks qualified contractors for Priority Invasive Weed and Vegetation Management Services.

Weed control efforts undertaken under this contract will occur across a variety of sites, ranging in size and complexity. The majority of sites are terrestrial, but some infested sites may be unreachable without access by raft, kayak, or other suitable watercraft.

The District is an active partner in the Clackamas River Invasive Species Partnership (CRISP), the 4-County Cooperative Weed Management Area (4C CWMA), and the Columbia Gorge County Cooperative Weed Management Areas (CGCWMA). Many weed control activities carried out by the District and its contractors may be undertaken in cooperation with public and private partners.

The Contractor must be able to work independently and with minimal oversight. 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 priority invasive weed and vegetation management services for the following categories of work:

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

Detailed work task descriptions are included with this RFP in *Appendix I, Exhibit 1, Section 6: Scope of Work*.

Contractors who have a record of providing successful vegetation management and habitat restoration services on public and private lands and who also have experience working with government agencies are encouraged to apply. A single contractor may propose on one or more of the six categories of work. The District reserves the right to award based on categories of work, individual tasks, or combinations of tasks that best serve the District’s needs.

##### 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.

Contractor shall maintain a valid Farm and Forest Labor Contractor License (F/FLC License) from the State of Oregon for the duration of the contract for work tasks in categories of: Manual Site Preparation and Maintenance; Mechanical Site Preparation and Maintenance; Planting; and Aquatic Site Preparation, Maintenance, Survey and Monitoring.

Contractors proposing on herbicide application shall 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.

##### V. PROJECT ADMINISTRATION

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

***Clackamas 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

1. Submission of Sealed Proposals:

Proposals may be submitted to the District either electronically (encouraged, but not mandatory) ***or*** as a paper document.

Electronic submissions must be submitted to the contracting administrator, Eann Rains by email:

*To:* *erains@conservationdistrict.org*

*Subject: RFP #2016-WW-01*

A paper copy of the proposal must be furnished to the District in a sealed envelope, addressed to:

*Clackamas County Soil and Water Conservation District*

*Attn: Eann Rains, RFP #2016-WW-01*

*221 Molalla Ave., Suite 102*

*Oregon City, OR 97045*

1. Deadline: Proposals will not be considered if received after 12:00 p.m., February 26, 2016.
2. 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., February 19, 2016.

1. 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, the Proposer agrees to such activity and releases 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-five (25) 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.

1. 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.*

1. Company References, Capacity, and Experience:

Fill out *Proposal Form #2* with references, capacity of company, and experience working on weed and 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 twelve (12) pages.*

1. Sustainable Business Practices:

Fill out *Proposal Form #2* and 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 two (2) pages.*

1. Diversity in Employment and Contracting:

Fill out *Proposal Form #2* and 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 two (2) pages.*

1. Unit Rate Prices:

Fill out unit rate prices in *Proposal Form #3* **only** for those work categories you propose to perform for the District. ***Note:***  *If your company is awarded a contract, the contract will only show the work categories that the District has approved your company to perform, based on the District’s review of the Proposal that you submit.*

*--Not to exceed six (6) pages.*

1. 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 the contract number, an itemized statement of the work done during the billing period, and all pesticide application records pertaining to work being invoiced. Invoices will not be submitted more frequently than every two weeks. 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 Soil and Water Conservation District prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual’s income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the District. The District 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 Reference section of *Proposal Form #2* to this RFP.

All contractors who are deemed by the selection committee to be capable 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 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 Soil and Water Conservation District*

*ATTN: Eann Rains, Appeal: RFP #2016-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 *Appendix I* is a standard agreement approved for use by the District. This is the form of contract the successful Proposer will enter into with the District; it is included for your review prior to submitting a proposal.

#####  **CONTRACT NO. #TBD**

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 221 Molalla Ave., Suite 102, Oregon City, OR 97045, and **insert contractor name,** whose address is **insert contractor 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 *Appendix I, Exhibit 1*. All services shall be of good quality and, otherwise, in accordance with the Scope of Work.

**ARTICLE II: TERM OF CONTRACT**

The term of this Contract shall be for a period commencing March 1, 2016 and running through December 31, 2018.

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 $200,000.

**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 up to and including 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.

1. If Contractor has employees: Oregon law requires subject employers to provide worker’s compensation to their employees. The District will not provide worker’s compensation coverage for contract employees.
2. 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 $1,500,000 in the aggregate.
3. 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.

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 the Contractor or its insurer(s) to the District.

CERTIFICATES OF INSURANCE*.* As evidence of the insurance coverages required by this Contract, the Contractor shall furnish to the District acceptable insurance certificates for each type of insurance prior to commencing the work. For Commercial General Liability insurance and Automobile Liability insurance, Clackamas Soil and Water Conservation District, its officers, employees, and agents shall be named as Additional Insureds with respect to the 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 the District. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**ARTICLE 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 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.

The Contractor hereby warrants that the 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. The Contractor further covenants that the Contractor will continue to comply with such laws during the term of this contract. The 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 the District may terminate this contract and seek damages and other relief available under applicable law.

**ARTICLE VIII: MODIFICATIONS**

The 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 the 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: 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 X: 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 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.

**ARTICLE XI: 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 Contract. Contractor shall be fully responsible for all of its subcontractors as provided in Article IV. All subcontractors shall submit to the District a completed *Attachment C: Indemnity Agreement for Third Party Contractors* before they begin work.

**ARTICLE XII: RIGHT TO WITHHOLD PAYMENTS**

The District shall have the right to withhold from payments due Contractor such sums as necessary, in the District 's sole opinion, 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.

**ARTICLE XIII: 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 XIV: 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.

**ARTICLE XV: 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 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 the District.

**ARTICLE XVI: 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 consents to such use by another public agency.

**ARTICLE XVII: ASSIGNMENT**

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

*By By*

*Name and Title Name and Title*

*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. 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 work on all sites specified by the District is completed.

Temporary work stoppages may be approved at the discretion of the 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. The 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. 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 the District with the specified 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 proof of compliance with all Oregon Department of Agriculture commercial license and endorsement requirements.

Contractor seeks to provide the following service categories:

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

For work in categories 1, 2, 3, and 5 listed above, unless specifically exempted under Oregon law, Contractor is required to have a Farm and Forest Labor Contractor License (F/FLC License) from the State of Oregon prior to signing the Contract. Contractor shall provide a copy of its F/FLC License to District upon execution of the Contract.

For work involving herbicide application, Contractor is required to 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.

3. NOTIFICATION OF WORK

1. If Contractor is asked to work on a project, the District project manager or representative will provide Contractor with 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, 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.
2. 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, the 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. 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

1. 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 approved by the District, attached hereto as Attachment A 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.
2. The 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.
3. 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 Contract upon mutual acceptance of the revised fee schedule.

5. ITEMS PROVIDED BY THE DISTRICT

The District will provide 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 in electronic format only.

6. WORK TASK DESCRIPTIONS

CATEGORY 1: MANUAL SITE PREPARATION AND MAINTENANCE

Site Preparation category generally applies to sites that have not been maintained and may be completely open or may have a mix of weeds and existing native vegetation. Maintenance category generally applies to sites that have been maintained or planted and will require avoiding damage to planted materials or desirable vegetation.

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 Attachment B. Contractor is responsible for recognizing and preventing damage to existing native or desirable vegetation and/or existing vegetation on adjacent land.

Site Prep - 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.

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.

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 in planted project sites using hand held equipment (e.g., saws, shears, trimmers, etc.) to the specified height. 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 or desirable vegetation and existing vegetation on adjacent land.

*Site Prep - Push Mow*

Contractor shall cut target vegetation using pedestrian equipment (DR, Billy-goat or similar 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 or desirable vegetation and/or existing vegetation on adjacent land.

Site Prep - Cut Blackberry/Brush

Contractor shall cut Himalayan blackberry (*Rubus bifrons*), 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.

*Site Prep –Tree Cutting*

Contractor shall provide a qualified faller to cut and fall nuisance trees marked or otherwise designated marked 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. The District typically requires 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 the 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 the Contractor to buck fallen trees into varying lengths. Contractor shall not buck trees without specific instruction to do so.

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 that is not planted by the District or may include species on the District’s Target Species List attached hereto as Attachment B. Contractor is responsible for recognizing and preventing damage to existing native or desirable vegetation and/or existing 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 or desirable vegetation and existing vegetation on adjacent land.

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 or desirable vegetation and existing vegetation on adjacent land.

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 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.

Maintenance - Hourly Cut

The 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 typical per -acre work.

Maintenance - 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, and pulling fence posts.

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.

The District will reimburse Contractor for the cost of all disposal fees. Terms of payment for disposal fees are more fully detailed below in Section 13 of this Scope of Work.

CATEGORY 2: MECHANICAL SITE PREPARATION, SEEDING, AND MAINTENANCE

Site Preparation category generally applies to sites that have not been maintained and may be completely open or may have a mix of weeds and existing native vegetation. Maintenance category generally applies to sites that have been maintained or planted and will require avoiding damage to planted materials or desirable vegetation.

*Site Prep - 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.

*Planting - Machine Broadcast or No-Till Drill Seed*

Contractor shall apply native seed to project sites using machine seed spreaders or no-till drills at a rate determined by District project manager or representative (typically between five (5) and fifteen (15) pounds per acre). The seeding equipment shall be subject to the equipment cleaning requirements in Section 17 of this Scope of Work.

*Site Prep - Boom Spray or Boomless Nozzle Spray*

Contractor shall apply a District-approved herbicide using a tractor, mule, 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. The 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 the District’s *Target Species List*. Contractor is responsible for recognizing and preventing damage to existing native or desirable vegetation and/or existing vegetation on adjacent land.

*Site Prep - Field Flail or Mow*

Contractor shall flail or mow target vegetation using a tractor, Bobcat 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 will damage the terrain or cause erosion. The mowing equipment shall be subject to the equipment cleaning requirements in Section 17 of this Scope of Work.

*Maintenance – Field Mowing Between Planting Rows or Clusters of Plants*

Contractor shall flail or mow target vegetation using a tractor, Bobcat 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 will damage the terrain or cause erosion. The mowing equipment shall be subject to the equipment cleaning requirements in Section 17 of this Scope of Work.

*Maintenance – 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 is damaging the terrain or causing erosion. The haying equipment shall be subject to the equipment cleaning requirements in Section 17 of this Scope of Work.

*Site Prep – Tree and shrub mastication*

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.

*Site Prep – 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.

*Site Prep - Tree and Brush Chipping with Portable Chipper or Tub Grinder*

As directed by the 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. The chipper shall be subject to the equipment cleaning requirements in Section 17 of this Scope of Work. Temporary siting of the portable chipper must be approved by the District project manager or representative. Equipment contracted under this agreement shall be subject to the fueling and equipment repair restrictions described in Section 18 of this Scope of Work.

*Site Prep – 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. Equipment contracted under this agreement shall be subject to the fueling and equipment repair restrictions described in Section 18 of this Scope of Work.

The District will reimburse Contractor for the cost of all disposal fees. Terms of payment for disposal fees are more fully detailed below in Section 13 of this Scope of Work.

CATEGORY 3: PLANTING

Planting refers to the organized distribution of viable seed, live plant tissue, and live plants. Planting efforts are designed to reduce soil erosion, improve water quality, enhance wildlife habitat, and promote more livable communities. Planting is generally prescribed on disturbed sites, and following the treatment of targeted species, when few native species are left on site.

Planting - Scalp

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.

Planting - Hand or Crank Broadcast Seed

Contractor shall apply native seed mixed with or without cracked corn or other spreader to project sites by hand or using hand crank spreaders at a rate specified by the District (typically between five (5) and twenty-five (25) pounds per acre).

Planting – Plant Small Bare Root Plants

Contractor shall plant one- and two-year old bare root plants (typically less than twenty-four (24) inches tall above the root crown) 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 the District vendors to the project site.

Planting – Plant Large Bare Root Plants

Contractor shall plant three-year and older old bare root plants (typically greater than twenty-four (24) inches tall above the root crown) provided by the District in row or random arrangements or as directed by the District’s project manager or representative. Contractor may be responsible for transporting plant material from one of the District vendors to the project site.

Contractor shall transport, protect, handle and plant 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. The 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. The District may suspend planting work if the 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 the District determines that Contractor is not handling plants or planting in accordance with this Contract.

Planting - 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 shall be responsible for transporting plant material from one of the District’s vendors to the project site. 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. The District may suspend planting work if the 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 the District determines that Contractor is not handling plants or planting in accordance with this Contract.

Planting – 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 the District’s vendor to the project site.

Planting - Harvest Small Pole Cuttings

Contractor shall harvest 18- to 24-inch long pole cuttings from sites indicated by District project manager or representative. 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.

Planting - Harvest Large Pole Cuttings

Contractor shall harvest 24- to 48-inch long pole cuttings from sites indicated by District project manager or representative. 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.

Planting – Plant Small Pole Cuttings

Contractor shall plant 18- to 24-inch long pole cuttings at density indicated by 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. Contractor shall remove and replace any cuttings that are broken, skinned during planting, planted upside down, and/or not planted to the proper depth.

Planting – Plant Large Pole Cuttings

Contractor shall plant 24 to 48 inch long pole cuttings at density indicated by District project manager or representative. Contractor shall insert pole cuttings into the ground to a minimum depth of 18 inches. 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. Contractor shall remove and replace any cuttings that are broken, skinned during planting, planted upside down, and/or not planted to the proper depth.

Planting - Auger Planting

Add in specs for standard augur planting:

* 4” hole using true augur with sealed chaincase (e.g., not a chainsaw-adapted augur that can leak oil)
* Hole will be 30” deep
* Fill hole with 3-5 pole cuttings that are each 36-48” long and approximately 1” in diameter
* Use rubber mallet to pound pole cuttings 2-3” into soil at base of augured hole
* Use chainsaw 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

 Planting – 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.

Planting – Mark Plants with Bamboo Stakes

Contractor shall install a bamboo 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 bamboo stakes from the District’s vendor to the project site. At the end of each day, Contractor shall re-bundle and load materials into Contractors vehicle, unless directed to do otherwise by the District project manager or representative.

Planting – 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.

Planting – Install Vexar or Equivalent Tube and Bamboo 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 bamboo 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. Bamboo 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 stake shall be moved to a location where the tube 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 bamboo stakes and Vexar tubes from the 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.

Planting – Install Solid Blue Tree Protection Tube or Equivalent Bamboo 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 bamboo 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 stake shall be moved to a location where the tube 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 bamboo stakes and solid tubes from the 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.

Planting - 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.

Planting – Additional Delivery Lump Sum Rate

At the request of the District project manager or representative, Contractor shall pick up and deliver plant materials 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 the District’s Fulcrum-based field data collection application (<http://www.fulcrumapp.com/>). The District will allow access to approved survey and monitoring forms, and will provide an orientation to the use of the application upon request. Contractor will be required to collect survey data using an Android or iOS device with GPS/GNSS capability supplied by the Contractor. Contractor will be required to regularly submit collected data using integrated synchronization functionality in the Fulcrum–based system, generally at least on a daily basis. Contractor may use a suitable alternative data collection methodology pending approval from the District.

*Site Inventory and Monitoring*

Project site inventories for species identified on the District’s *Target Species 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 the District’s *Target Species List*. Additional site features, such as habitat types and potential hazards may be included in site inventories. The District will allow access to an approved site survey and monitoring form, and will provide an orientation to the use of the Fulcrum-based application upon request.

The contractor will have access to approximate project boundary maps provided within the Fulcrum-based system. However, the contractor will be expected to interpret on-the-ground conditions (e.g. fences), 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 the District’s *Target Species List*. Surveys may include some or all species on the *Target Species List*. The District reserves the right to edit the *Target Species List* as new target species are identified. Any changes to the *Target Species List* will be communicated to the Contractor by the District project manager or representative prior to initiation of work.The District will allow access to an approved survey and monitoring form, and will provide an orientation to the use of the Fulcrum-based application upon request.

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 the 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 the District and allow for targeted species to be relocated following survey.

*Photopoint Monitoring*

Some project sites require the establishment of photopoints to document change over time. Contractor will need to follow established photopoint monitoring guidelines (<http://www.oregon.gov/oweb/docs/pubs/photopoint_monitoring_doc_july2007.pdf>) to establish and document vegetation at a given site.

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

Some of the Targeted Species being treated by the 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.

Aquatic 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*. Contractor is responsible for recognizing and preventing damage to existing native vegetation and/or landscaping vegetation on adjacent land.

Aquatic 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.

Aquatic 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.

Aquatic Site Prep - Hand Cut/Mow

Contractor shall cut target vegetation in planted project sites using hand held equipment (e.g., saws, shears, trimmers, etc.) to the specified height. 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 or desirable vegetation and existing vegetation on adjacent land.

Aquatic 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 project manager or 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*. Contractor is responsible for recognizing and preventing damage to existing native or desirable vegetation and existing vegetation on adjacent land.

Aquatic 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 or desirable vegetation and existing vegetation on adjacent land.

Aquatic Maintenance - Hand Cut/Mow

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 or desirable vegetation and existing vegetation on adjacent land.

Aquatic 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 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 Maintenance - Hourly Cut

The 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 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.

 *Aquatic* Survey and Monitoring

Contractor will survey project areas for specified targeted weeds included on the District’s *Target Species List*. Surveys may include some or all species on the *Target Species List*. The District reserves the right to edit the *Target Species List* as new target species are identified. Any changes to the *Target Species List* will be communicated to the Contractor by the District project manager or representative prior to initiation of work.The District will allow access to an approved survey and monitoring form, and will provide an orientation to the use of the Fulcrum-based application upon request.

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 the 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 the District and allow for targeted species to be relocated following survey.

Survey and Monitoring data will be collected using the District’s Fulcrum-based field data collection application (<http://www.fulcrumapp.com/>). The District will allow access to approved survey and monitoring forms, and will provide an orientation to the use of the application upon request. Contractor will be required to collect survey data using an Android or iOS device with GPS/GNSS capability supplied by the Contractor. Contractor will be required to regularly submit collected data using integrated synchronization functionality in the Fulcrum–based system, generally at least on a daily basis. Contractor may use a suitable alternative data collection methodology pending approval from the District.

The Contractor will have access to approximate project boundary maps provided within the Fulcrum-based system. However, the Contractor will be expected to interpret on the ground conditions (e.g. fences), approximate boundary maps, and other factors to determine, as possible, the approximate on-the-ground boundaries of the project area.

CATEGORY 6: 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 but are not limited to: additional site visits, site monitoring, telephone calls, landowner consultations, or other related activities.

For instream and aquatic work, Project Management will also include securing access points and addressing logistics associated with mobilization from access points within the targeted waterbody.

Project Management also includes consultation with District project manager or representative to address unforeseen challenges as needed to meet project goals and contract requirements.

Project Management does not include time spent generating or submitting invoices or any other activity associated with completing work tasks described in the Contract.

7. USE OF HERBICIDE

The specific amount of herbicide used will be in accordance with the label requirements and District-prescribed Best Management Practices (BMPs). 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.

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 this 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.

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. The District is not responsible for payment to Contractor in the event that Contractor fails to provide required documentation.

Pesticide treatments occurring within three (3) feet of water require additional record keeping. The District is a registrant under the Oregon DEQ administered NPDES 2300A Pesticide permit. The District is required to report all applications by employees and contractors that occur within three (3) feet of water. In addition to standard herbicides records, the 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:

* Site name;
* Impacted water body;
* Length of wetted edge treated (ft)
* Area treated (ft²) ;
* Date of application;
* Targeted pest(s);
* Name of pesticide operator;
* License number of operator;
* Name of pesticide applicator(s);
* License number of pesticide applicator(s);
* Herbicide(s) used:
	+ Trade name:
	+ EPA registration:
	+ Application method:
	+ Treatment method:
	+ Total volume solution applied (fl oz):
	+ Total volume active ingredient applied (fl oz):

A record of herbicide use within three (3) feet of water must be reported to the District within fourteen (14) days of the herbicide application. If Contractor is also a registrant under the 2300A Pesticide Permit, all spray records for prescribed work will be reported to DEQ through the District’s required NPDES 2300A annual report.

If the 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. The District will notify the Contractor and provide an approved products list 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. The District will provide the Contactor with the applicable PAR prior to application. Contractor will provide completed PAR documents to the District within fourteen (14) days of application.

In addition, the District may require pesticide treatment records to be submitted electronically using the District’s Fulcrum-based remote field data collection application (<http://www.fulcrumapp.com/>) within 24 hours of application. The District will allow access to an approved treatment form, and will provide an orientation to the use of the Fulcrum-based application upon request. Contractor will be required to submit standard treatment information using a PC, Android, or iOS device supplied by the Contractor. Contractor may use an alternative treatment reporting methodology pending approval from the 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 the District. Contractor shall return plant containers in acceptable working condition to the District, or the District’s approved vendor.

The District will reimburse Contractor for the cost of all disposal fees. Terms of payment for disposal fees are more fully detailed below in Section 13 of this Scope of Work. Contractor shall submit receipts of incurred disposal fees with each invoice 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 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.

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. 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 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 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.

1. 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.

1. 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 of the Contract.

11. NOTIFICATION OF SUBCONTRACTING

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

* 1. Name, address, and telephone number of subcontractor;
	2. Date upon which the subcontract was established and its duration;
	3. List of tasks from the Scope of Work that will be subcontracted;
	4. 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
	5. Copies of Oregon Commercial Operator License, Oregon Commercial Applicator License, and Trainee Licenses, if applicable.
	6. Contractor shall require each subcontractor to complete Attachment C: *CCSWCD Indemnity Agreement for Third Party Contractors*, and send it to the District office before the subcontractor begins work.

12. WORK ACCEPTANCE AND INVOICES

Contractor shall invoice the District for completed work following the District project manager or representative’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.

Unless otherwise directed by the District, all invoices shall be submitted to the District Project Manager:

***Samuel Leininger***

*WeedWise Program Manager*

221 Molalla Ave. Suite 102

Oregon City, OR 97045

sleininger@conservationdistrict.org

p: 503-210-6006

f: 503-655-1188

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 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,
* Pesticide expenses with mark up,
* Invoice Total.

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

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 the District withholding payment.

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 *Attachment A: Proposal Forms,* 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 Records 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.

The 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.

14. DAMAGE TO NATIVE VEGETATION

Contractor acknowledges that the 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 $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 shall 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 or representative grants permission to do otherwise. Contractor shall obey all applicable noise ordinances in completion of work.

17. EQUIPMENT CLEANING

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

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 on-site 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 the staging areas designated by the District project manager. Equipment shall 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 the closed fire season, Contractor completing work tasks under this Contract shall adhere to all Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) for fire protection.

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