Request for Proposals:

#2019-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](mailto:tsalzer@conservationdistrict.org)

503-210-6001

##### RFP and Contracts Administration:

**Eann Rains, Conservation Investments Coordinator**

[erains@conservationdistrict.org](mailto:erains@conservationdistrict.org)

503-210-6005

##### Project Management:

**Samuel Leininger, WeedWise Program Manager**

[sleininger@conservationdistrict.org](mailto:sleininger@conservationdistrict.org)

503-210-6006

Notice is hereby given that the Clackamas Soil and Water Conservation District is seeking proposals for RFP #2019-WW-01: Priority Invasive Weed and Vegetation Management. Proposals must be received by 12:00 p.m., on Thursday, **February 28, 2019, at** the Clackamas Soil and Water Conservation District, 221 Molalla Ave., Suite 102, Oregon City, OR 97045. It is the sole responsibility of the proposer to ensure that the proposal is received 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 are due no later than 12:00 p.m., on Thursday, February 28, 2019 in the District's business office, located at 221 Molalla Ave., Suite 102, Oregon City, OR 97045.***

Details concerning the project and proposal are provided 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 (4CCWMA), 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 must have a minimum of two (2) years of experience in implementing the work tasks in the service categories being proposed under this solicitation.

All contractors must 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 must maintain an Oregon Department of Agriculture Commercial Pesticide Operator License and must employ licensed Commercial Pesticide Applicators with the appropriate endorsements for the duration of the Contract.

##### V. PROJECT ADMINISTRATION

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

***Clackamas Soil and Water Conservation District*** *221 Molalla Ave., Suite 102, Oregon City, OR 97045*[*erains@conservationdistrict.org*](mailto: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 must be submitted to the District by email to the contracting administrator, Eann Rains, at the following address and with the provided subject line.

*To:* [*erains@conservationdistrict.org*](mailto:erains@conservationdistrict.org)

*Subject: RFP #2019-WW-01*

1. Deadline: Proposals will not be considered if received after 12:00 p.m., February 28, 2019.
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](mailto: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 28, 2019.

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 inquiries and releases the District from all claims arising from such inquiries. In accordance with Oregon Public Records Law (ORS Chapter 192), submitted proposals are public records subject to disclosure, except to the extent an exemption applies.

VII. PROPOSAL CONTENTS

The proposal may 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:

Complete and sign *Proposal Form #1*.

*--Not to exceed one (1) page.*

1. Company References, Capacity, and Experience:

Complete *Proposal Form #2*, including 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:

Complete the portion of *Proposal Form #2* that identifies 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:

Complete the portion of *Proposal Form #2* that describes 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. Indicate whether your business, a business that you intend to sub-contract with, or a business that you purchase materials from, has 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 include only the work categories on which you have proposed and that the District has approved your company to perform.*

*--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: The billing procedures of the selected firm are subject to the review and prior approval of the District before payment for services will be made Contractor’s invoices shall be detailed and complete as defined in the Contract. Invoices shall include the contract number, an itemized statement of the work completed during the billing period, and all required pesticide application records pertaining to work being invoiced. Invoices may 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: Each submitted Proposal shall include a written certification as follows:

**“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; the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; and 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 that conform to the proposal instructions will be evaluated by a selection committee, using the evaluation criteria identified below. The committee may request interviews of the company representative prior to final selection. The District may contact references listed in the Reference section of *Proposal Form #2*.

Contractors who are deemed by the selection committee to be qualified in any given category will be ranked based on their evaluation score. Highest-ranked contractors will be placed on the contractor list. The number of contractors on each list shall be in the sole discretion of the selection committee.

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 violation forming the basis for the appeal:

*Clackamas Soil and Water Conservation District*

*ATTN: Eann Rains, Appeal: RFP #2019-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. By submitting a Proposal, the proposer agrees to be bound by the contract terms.

##### **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, 2019 and running through December 31, 2021.

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 a written amendment to this Contract extending the contract term.

**ARTICLE III: CONTRACT SUM AND TERMS OF PAYMENT**

The District will compensate Contractor for work performed and/or goods supplied in the amount(s), manner and at the time(s) specified in the Scope of Work. 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 is solely responsible for the quality and performance of work performed under this Contract. Contractor shall be fully responsible for all liability for bodily injury or damage to persons or property arising out of or related to Contractor’s performance of this Contract. Contractor shall indemnify, defend and hold harmless 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 under this paragraph, 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 relating to termination of this Contract, and termination by the District does not waive any claim or remedy 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. If recommended coverage amounts change during the contract period, Contractor shall be notified by the District about required changes.

1. ***If Contractor has employees***: Oregon law requires subject employers to provide worker’s compensation to their 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 $2,000,000 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.
4. ***If Contractor will be applying pesticides***: Pesticide or herbicide applicator insurance with a combined single limit, or the equivalent, of not less than $250,000 per occurrence and not less than $500,000 in the aggregate. May be purchased as a stand-alone policy or included as an endorsement on a Commercial General Liability policy.
5. ***If Contractor will be working with youth under 18 years in age***: Abuse or molestation insurance with a combined single limit, or the equivalent, of not less than $100,000 per occurrence and not less than $300,000 in the aggregate. May be purchased as a stand-alone policy or included as an endorsement on a Commercial General Liability policy.

The District may require additional insurance for particular contracts. Any additional requirements will be described in the Contract.

NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from 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, Automobile Liability, pesticide/herbicide applicator, and abuse/molestation insurance, Clackamas Soil and Water Conservation District, its officers, employees, and agents shall be named as Additional Insureds with respect to 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: PRICE ADJUSTMENTS**

Due to the multi-year duration of this Contract, the per-unit pricing provided by the Contractor in their original Proposal shall be automatically adjusted annually, up or down based on the Consumer Price Index (CPI-U) (<http://www.lgpi.org/lgpi/page/consumer-price-index-cpi>) most applicable to the Portland-Vancouver Metropolitan Area. Per-unit price adjustments will be calculated at the end of each calendar year by the District and adjusted pricing will be provided to the Contractor. If the price adjustments are negative in any year, the adjusted prices may be reduced, but not below the original prices provided in the Proposal. The District reserves the right, at its sole option, to accept any price increases or cancel the balance of the Contract. No price adjustment will be allowed during the first year of the Contract period.

**ARTICLE X: 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 XI: OWNERSHIP OF DOCUMENTS**

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this Contract are Work Products and are the property of 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, 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 costs, including but not limited to the costs of travel, per diem sums, salary, and any other expenses, incurred by the District to send its employees and/or any necessary consultants to examine, audit, inspect, and copy the records wherever situated. Costs paid by the Contractor to the District for inspection, auditing, examining and copying records under this paragraph shall not be recoverable in any legal proceeding.

D. Contractor and subcontractors authorize and permit the District and its authorized representatives, including but not limited to District staff and the District’s 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 XII: 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 B: Indemnity Agreement for Third Party Contractors* before they begin work.

**ARTICLE XIII: 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 XIV: 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 XV: INTEGRATION OF CONTRACT DOCUMENTS**

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Proposals, Responses, General and Special Instructions to Bidders, Proposals, Scope of Work, and Specifications that were used in preparing or soliciting this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between 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 XVI: 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 XVII: INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

Pursuant to ORS 279A.215, other public agencies may use this Contract to purchase services that are substantially identical to those described in this Contract during the term of this Contract and for the price stated in this Contract. The conditions of such use by other public agencies shall be: 1) that such agencies must enter into a separate contract with Contractor that contains negotiated delivery requirements and other contractual terms and conditions; and 2) that the District shall not be responsible for performance by either Contractor or other public agencies using this Contract.

**ARTICLE XVIII: ASSIGNMENT**

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

**ARTICLE XIX: 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 XX: 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 XXI: 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 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.

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

Some instream treatment sites may only be accessible by raft, kayak, or other suitable watercraft. Contractor is responsible for all transportation, as well as labor, materials, tools, equipment, and other items necessary to supply 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 provide 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. Adjustments to these Unit Prices will be automatically incorporated each year based on the Consumer Price Index (CPI-W) for the Portland-Vancouver Metropolitan Region as outlined in *ARTICLE IX: PRICE ADJUSTMENTS*. 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 or per unit basis. Contractor shall not be entitled to reimbursement for expenses incurred in providing the services unless specified in this Scope of Work.
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, with the exception of annual adjustments to Unit Prices that will be automatically incorporated each year based on the Consumer Price Index (CPI-W) for the Portland-Vancouver Metropolitan Region as outlined in *ARTICLE IX: PRICE ADJUSTMENTS*. The District will amend the Unit Pricing upon notification to Contractor 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 at the discretion of the District in written or electronic format.

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 *Clackamas Weed List* (<https://weedwise.conservationdistrict.org/weeds>). 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 *Clackamas Weed List* (<https://weedwise.conservationdistrict.org/weeds>). 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 –Tree Cutting*

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

* Directional Falling.Trees shall be fallen directionally to avoid damage to leave trees. Fallers will utilize standard techniques such as the use of face cuts, back cuts, holding wood and wedges.
* Stump height. Stumps of all felled trees shall be cut to a height of no more than one foot from the ground on the uphill side or cut flush to the ground in areas designated by the District project manager or representative. To minimize soil disturbance, tree stumps shall not be grubbed or otherwise removed. The District will typically require stumps to be flush cut.
* Leave trees. No felling, girdling, or topping of, or other damage to leave trees shall be allowed. In the event that a leave tree is damaged during the course of project operations, Contractor shall notify the District project manager. Damage to leave trees shall result in a suspension of operations until adequate precautions are taken to prevent additional damage to these and other trees.
* Limbing. District project manager or representative shall direct 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.

Site Prep - Cut Blackberry/Brush

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

Maintenance - Backpack Spot or Area Spray

Contractor shall apply a District-approved herbicide in a volume sufficient to adequately cover all target vegetation at the site so that it is wet but not dripping. The District or its representative must approve the chemical concentration and surfactant to be used; Contractor shall use sufficient dye in the tank mix such that sprayed areas are easily visible to the District project manager or representative. Target vegetation may include all vegetation that is not planted by the District or may include species on the District’s *Clackamas Weed List* (<https://weedwise.conservationdistrict.org/weeds>). 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 *Clackamas Weed List* (<https://weedwise.conservationdistrict.org/weeds>). 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 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, UTV, ATV or other equipment in a volume sufficient to adequately cover all target vegetation at the site so that it is wet but not dripping. 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 *Clackamas Weed List* (<https://weedwise.conservationdistrict.org/weeds>). 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 seed mixed with or without cracked corn or other approved spreading medium 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 may 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 Stakes

Contractor shall install a bamboo or wooden stake up to 48-inch in length adjacent to planted trees and shrubs. Stakes shall be driven vertically into the ground at a location four (4) inches from the base of the plant, and to a minimum depth of nine (9) inches. Bamboo stakes shall be installed with the larger diameter end in the ground. Contractor shall be responsible for transporting stakes from 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 Stakes

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

Contractor shall not damage the plant during tube installation and, if necessary, shall reach into the tube to ensure that branches are in a natural position. Plants with skinned bark, a broken terminal leader, a curled leader inside the tube, or a leader protruding through the side of the tube will be subject to rejection by District project manager or representative. Contractor shall discard and replace stakes broken during installation. Where rocky ground prevents driving the stakes to the full depth on the first attempt, the 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 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 Stakes

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

Contractor shall not damage the plant during tube installation and, if necessary, shall reach into the tube to ensure that branches are in a natural position. Plants with skinned bark, a broken terminal leader, a curled leader inside the tube, or a leader protruding through the side of the tube will be subject to rejection by District project manager or representative. Contractor shall discard and replace stakes broken during installation. Where rocky ground prevents driving the stakes to the full depth on the first attempt, the 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 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 a District-approved field data collection system application, including but not limited to, a Fulcrum-based mobile application (<http://www.fulcrumapp.com/>). The District will allow access to the 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, iOS, or approved device with GPS/GNSS capability supplied by the Contractor. Contractor will be required to regularly submit collected data using integrated synchronization functionality on a daily or approved upon basis. Contractor may use a suitable alternative data collection methodology, including written field notes and datasheets pending approval from the District or its representative.

*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 *Clackamas Weed List* (<https://weedwise.conservationdistrict.org/weeds>). 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 District- approved field data collection system application, including but not limited to, a Fulcrum-based mobile application (<http://www.fulcrumapp.com/>) upon request.

The contractor will have access to approximate project boundary maps provided within the District- approved field data collection system or through paper maps. 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 *Clackamas Weed List* (<https://weedwise.conservationdistrict.org/weeds>). Surveys may include some or all species on the *Target Species List*. The District reserves the right to edit the *Clackamas Weed List* as new target species are identified. Any changes to the *Clackamas Weed 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 District- approved field data collection system application, including but not limited to, a Fulcrum-based mobile application (<http://www.fulcrumapp.com/>) 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. Photo point monitoring, may be initiated through the District- approved field data collection system application, including but not limited to, a Fulcrum-based mobile application (<http://www.fulcrumapp.com/>).

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 aquatic 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 *Clackamas Weed List* (<https://weedwise.conservationdistrict.org/weeds>). 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 aquatic 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 aquatic 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 aquatic 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 *Clackamas Weed List* (<https://weedwise.conservationdistrict.org/weeds>). 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 aquatic 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 aquatic 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 *Clackamas Weed List* (<https://weedwise.conservationdistrict.org/weeds>). 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 aquatic herbicide in a volume sufficient to adequately cover all target vegetation within a circle of planted and naturally recruited native vegetation so that it is wet but not dripping. 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 *Clackamas Weed List* (<https://weedwise.conservationdistrict.org/weeds>). 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, and pulling fence posts.

*Aquatic* Survey and Monitoring

Contractor will survey project areas for specified targeted weeds included on the District’s *Clackamas Weed List* (<https://weedwise.conservationdistrict.org/weeds>). Surveys may include some or all species on the *Clackamas Weed List*. The District reserves the right to edit the *Clackamas Weed List* as new target species are identified. Any changes to the *Clackamas Weed 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 District- approved field data collection system application, including but not limited to, a Fulcrum-based mobile application (<http://www.fulcrumapp.com/>) 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- approved field data collection system application, including but not limited to, a Fulcrum-based mobile 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 District- approved field data collection system or through paper maps. 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*

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- approved field data collection system application, including but not limited to, a Fulcrum-based mobile 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 system 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 specified in the original work order being invoiced, ***and*** to the WeedWise Program Manager for administration of the contract:

***Samuel Leininger***

*WeedWise Program Manager*

221 Molalla Ave. Suite 102

Oregon City, OR 97045

sleininger@conservationdistrict.org

503-210-6006

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. Unit prices will be adjusted annually up or down based on the Consumer Price Index (CPI-U) for the Portland-Vancouver Metropolitan Area as outlined in Article IX of the Contract.

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

Contractor shall ensure that all equipment, vehicles, and worker boots and clothing are free of mud, dirt, debris, and plant materials to prevent introduction of weed seeds. At no time shall equipment or personnel arrive at a project site with mud, dirt, debris, or plant materials present. The District project manager or representative upon discovery of what they deem to be unsatisfactory condition of equipment, vehicles, boots or clothing may, at their discretion, require work stoppage and removal of offending items until the problem is remediated.

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

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

For aquatic services, all vessels, including but not limited to boats, canoes, kayaks, and inflatable float devices shall be thoroughly cleaned and dried prior to use in the project area. Cleaning will include the hull, bilge, live wells, and all boat-related equipment including but not limited to anchors, ropes, chains, oars, and trailers that will come in contact with any water body.

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

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

The District project manager or representative upon discovery of an unsatisfactory condition of aquatic equipment, vehicles, boots, or clothing may, at their discretion, require work stoppage and removal of offending items until the problem is remediated.

18. FUELING AND EQUIPMENT REPAIR

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

No refueling or maintenance shall take place in or near wetlands, wet prairie, intermittent stream channels, or open water. All used absorbent pads or spill pans must be removed from the site at the end of each day. Maintenance shall only occur within 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.