

Request for Proposals:

Forest Fuels Reduction Services

RFP #2022-LMP-01

Clackamas Soil and Water Conservation District

22055 S Beavercreek Rd., Suite 1, Beavercreek, OR 97004
www.conservationdistrict.org
503-210-6000

District Management:

Chris Lapp, District Manager
clapp@conservationdistrict.org
503-210-6001

Project Administrator:

Jason Faucera, Land Management Program Manager
jfaucera@conservationdistrict.org
503-998-3525

*Notice is hereby given that proposals for RFP #2022-LMP-01: Forest Fuels Reduction Services shall be received by the Clackamas Soil and Water Conservation District, 22055 S Beavercreek Rd., Suite 1, Beavercreek, OR 97004 until 12:00 p.m., on **Wednesday, September 7, 2022**. It is the sole responsibility of the proposer to ensure that the Clackamas Soil and Water Conservation District receives the proposal by the specified date and time. All late proposals will be rejected. **PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.***

I. INTRODUCTION

The Clackamas Soil and Water Conservation District (“District”), an Oregon special district organized under the laws of the State of Oregon, is requesting proposals for vegetation management services for forest fuels reduction.

Project scope details are contained in this document. The contract awarded as a result of this announcement are not subject to prevailing wage requirements under Oregon law.

Proposals must be received electronically no later than 12:00 p.m., on Wednesday, September 7, 2022.

A site visit is scheduled for Thursday, August 25, 2022, from 9:30 am – 10:30 am. To participate, please arrive promptly at 9:30 am at the following address:

30265 SE Kowall Rd.
Estacada, OR 97023

Please park along the road at the driveway entrance. From there we will take a 10-minute walk to the site. In the unlikely event that we need to revise the site visit schedule, please RSVP so that we can keep you informed.

RSVP for site visit by email or phone by August 24th at 5:30 pm to ensure we can reach you if there are changes:

Jason Faucera
jfaucera@conservationdistrict.org
503-998-3525

The site visit is not mandatory for bidders but is highly encouraged.

II. BACKGROUND/HISTORY OF PROJECT

The Clackamas Soil and Water Conservation District is a non-regulatory service district that serves more than 400,000 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 seeks qualified contractors for Fuels Reduction Services.

The District received a grant from Oregon Department of Forestry (ODF) to conduct fuels reduction treatments in the Eagle Creek watershed along George Road. This RFP pertains to one project site within the larger ODF grant. All work must be completed no later than June 15, 2023 and must meet specifications provided in the scope of work documentation. Mastication work can only occur between September 2022 through October 2022 or May 2023 through June 15th 2023 unless prior written permission from the District Project Manager is obtained. Pruning shall only occur between the months of September through June 15th.

The Contractor must be able to work independently and with minimal oversight but will maintain communication with the project manager to ensure that timelines and specifications are followed. The Contractor will document work performed and will keep the records required to ensure regulatory compliance by the District.

III. PROPOSED SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

The District wishes to hire a vegetation management contractor to conduct mastication, pruning, and chipping on approximately 23 acres of forest land near Estacada. Additionally, 5 cords of firewood will be cut from existing slash piles on site, with the remaining slash to be chipped. Precommercial thinning in lieu, or in addition to masticating, may be done only with written approval of the project manager.

Detailed work task descriptions are included with this RFP in Appendix II: 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. The District reserves the right to award based on proposals that best serve the District's needs.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have a minimum of two years of experience in implementing the work tasks 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 and Mechanical Site Preparation and Maintenance.

Contractor shall carry liability insurance as required by the District of the duration of the Contract.

V. PROJECT ADMINISTRATION

The District's Land Management Program Manager will be the lead contact for this RFP solicitation.

Contact information:

Jason Faucera
Land Management Program Manager
Clackamas Soil and Water Conservation District
22055 S Beavercreek Rd., Suite 1, Beavercreek, OR 97004
jfaucera@conservationdistrict.org
503-998-3525

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

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals:

Proposals must be submitted to the District by email at the following address with the designated subject line:

To: land@conservationdistrict.org

Subject: RFP #2022-LMP-01

B. Deadline:

Proposals are due no later than 12:00 p.m., on Wednesday, September 7, 2022. Proposals and questions related to this RFP that are submitted after this deadline will not be reviewed or considered.

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement the District will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by the District in evaluating the Proposal. All questions relating to this RFP should be addressed to the Project Administrator. 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., August 24, 2022.

D. Information Release:

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

VII. PROPOSAL CONTENTS

The proposal should contain no more than nineteen (19) pages of written material describing the ability of the Proposer to perform the work requested, as outlined below.

A. **Proposal Form #1:**

Company Information

Complete and sign *Proposal Form #1*.

--Not to exceed two (2) pages

B. Proposal Form #2

Company References:

On *Proposal Form #2*, provide a minimum of two (2) references for vegetation management work completed.

--Not to exceed one (1) page

Capacity, Experience, Sustainable Business Practices, and Diversity in Employment and Contracting:

Provide the requested information from *Proposal Form #2* on separate paper.

--Not to exceed eight (8) pages

C. Project Proposal:

Please provide the following items:

1. A written project approach
2. A proposed project timeline, including all major milestones.
3. A lump-sum bid inclusive of all costs for labor, materials (including herbicide if necessary), supplies, mobilization, permitting, disposal, and other incidental costs and expenses.

--Not to exceed six (6) pages.

D. Exceptions and Comments (optional):

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 records pertaining to work being invoiced. Invoices may not be submitted more frequently than every two weeks. The District will process Contractor invoices on a monthly basis for approval by our Board of

Directors at the District’s monthly board meetings. Invoices will be paid within 45 days of receipt of an approved invoice.

- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, telephone number, and email address of an individual or individuals with authority to bind the Proposer during the period in which the District is evaluating the proposal.
- D. Conflict of Interest: A Proposer filing a proposal thereby certifies that no officer, agent, or employee of the District has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of the District; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause: The Clackamas Soil and Water Conservation District prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual’s income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the District. The District is an Equal Opportunity Employer.

IX. EVALUATION OF PROPOSALS

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

<i>Selection Criteria</i>	<i>Percentage of Score</i>
Company References	10%
Company Capacity	15%
Project Approach	20%
Experience	20%
Pricing	25%
Sustainable Business Practices	5%
Diversity in Employment and Contracting	5%
TOTAL	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 email address below and must state the specific violation forming the basis for the appeal:

To: land@conservationdistrict.org
Subject: Appeal RFP #2022-LMP-01

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

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

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

Appendix I: Sample Contract

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 22055 S Beaver Creek Rd., Suite 1, Beaver Creek, OR 97004, and **Contractor Name**, whose address is **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 II*. 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 September 15, 2022, and running through June 15, 2023.

The District at its sole discretion may elect to extend this Contract. A contract extension will become effective once all parties have signed the amendment to this Contract extending the contract term.

ARTICLE III: CONTRACT SUM AND TERMS OF PAYMENT

The District shall compensate Contractor for work performed 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 \$ (amount to be determined).

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

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

NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from 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 all contributions and amounts due to the Industrial Accident Fund from Contractor or subcontractor and incurred in the performance of the Contract. No liens or claims are permitted to be filed against the District on account of any labor or material furnished. Contractor is required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

ARTICLE VIII: MODIFICATIONS

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

ARTICLE IX: QUALITY OF SERVICES

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

ARTICLE X: OWNERSHIP OF DOCUMENTS

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

- A. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:
 - 1. The performance of the Contractor, including but not limited to the Contractor's compliance with Contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the Contractor or subcontractor under the terms of the Contract or subcontract;
 - 2. Any claims arising from or relating to the performance of the Contractor or subcontractor under a public contract;
 - 3. Any cost and pricing data relating to the Contract; and
 - 4. Payments made to all suppliers and subcontractors.
- B. Contractor and subcontractors shall maintain records for the longer period of (a) six years from the date of final completion of the Contract to which the records relate, or (b) until the conclusion of any audit, controversy or litigation arising out of or related to the Contract.

- C. Contractor and subcontractors shall make records available to the District and its authorized representatives, including but not limited to the staff of any District department and the staff of the District Auditor, within the boundaries of the District, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of the District, Contractor or subcontractor agrees to bear all of the costs, 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 XI: SUBCONTRACTORS

Contractor shall notify the District prior to negotiating any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract. The District reserves the right to reject any subcontractor or supplier on any reasonable basis, and no increase in Contractor's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this Contract. Contractor shall be fully responsible for all of its subcontractors as provided in Article IV. All subcontractors shall submit to the District a completed *Appendix IV: Indemnity Agreement for Third Party Contractors* before they begin work.

ARTICLE XII: RIGHT TO WITHHOLD PAYMENTS

The District shall have the right to withhold from payments due Contractor such sums as necessary, in the District's sole opinion, to protect the District against any loss, damage or claim which may result

from Contractor's performance or failure to perform under this agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

ARTICLE XIII: SAFETY

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

In response to a public health threat including but not limited to COVID-19, its variants, or other health threats, the Clackamas Soil and Water Conservation District and its contractors will adhere to federal, state, and local public health recommendations, mandates, and provisions.

The District reserves the right to require all contractors and subcontractors to follow federal, state, and local public health recommendations, mandates, and provisions to ensure workplace safety and compliance with applicable laws, regulations, and contract requirements.

In the event, that new public health related provisions are identified, the District will provide a written notification of required actions to the contractor. The Contractor and its subcontractor shall acknowledge and agree to comply with any such related provisions by providing a written response or by accepting and beginning implementation of any work order following the issuance of a written notification by the District.

ARTICLE XIV: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Responses, General and Special Instructions to Bidders, Proposal, 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 XV: INDEPENDENT CONTRACTOR STATUS; COMPLIANCE

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

ARTICLE XVI: ASSIGNMENT

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

ARTICLE XVII: JURISDICTION

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

ARTICLE XVIII: SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid, and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid or unenforceable provision. Any failure by the District to enforce a provision of the Contract is not to be construed as a waiver by the District of this right to do so.

ARTICLE XIX: COUNTERPARTS

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

CONTRACTOR

CLACKAMAS SWCD

By

By

Name and Title

Name and Title

Date

Date

Appendix II: 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 District will notify Contractor periodically throughout the term of the Contract as project components 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 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 private land. The Contractor may need to drive or walk equipment in to project sites and may need to cross rough terrain to get to project 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.

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 this Scope of Work.

The District is requesting the Contractor to provide one or more of the following services:

1. Manual Site Preparation and Maintenance
2. Mechanical Site Preparation and Maintenance
3. Project Management

For work in categories 1 and 2 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**

Contractor will coordinate all work with Project Manager, who will perform the following functions:

1. Schedule contractor activities with landowners and provide notification to landowner prior to arrival
2. Coordinate and notify Clackamas SWCD staff about work activities
3. Coordinate with landowners, contractors, and SWCD for any needed ODF notifications or fire season work restrictions

4. **WORK TASK DESCRIPTIONS**

Work to be performed by Contractor				
Stand, approx. acreage and approx. age	Type of treatment			
	Chip existing slash piles	Precommercial thinning and/or masticating and remaining stems/acre	Pruning to 8' of remaining trees	Other?
	Quantity	Acres	Acres	Specify
Stand #1, 23 acres, 20 years	YES, 5 piles	23 acres, stems remaining = 200 – 250 /acre (13' – 15' spacing)	YES, 23 acres	Masticate blackberries in-between remaining trees. Firewood -see below

Additional project maps and required specifications are included in Appendix III: Maps and Specifications. Please be sure to review these prior to submitting a proposal.

Notes pertaining to the table above:

1. Work this document with the approved NOAP on file for this property at the Oregon Department of Forestry. (NOAP 2022-581-03138).

2. Include all mobilization and demobilization costs.
3. Include all costs for clean-up.
4. Refer to the General Specifications for the project for additional information.
5. Masticate all brush greater than 4 feet tall in-between “leave” trees and all invasive plant species.

Other comments for work to be performed:

1. Contractor to cut (to 16” lengths) and pile up, along an accessible road, the equivalent of 5 cords (4’ x 4’ x 8’ volume per cord) to be split by others.
2. Precommercial thinning in lieu, or in addition to masticating, may be done only with written approval of the project manager.

5. *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.

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

Contractor shall 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 follows the Oregon DEQ administered NPDES 2300A Pesticide permit. The District is required to document all applications by employees and contractors that occur within three (3) feet of water. In addition to standard herbicides records, 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:

- A. Site name
- B. Impacted water body
- C. Length of wetted edge treated (ft)
- D. Area treated (ft²)
- E. Date of application
- F. Targeted pest(s)
- G. Name of pesticide operator
- H. License number of operator
- I. Name of pesticide applicator(s)
- J. License number of pesticide applicator(s)
- K. Herbicide(s) used
 - a. Trade name
 - b. EPA registration
 - c. Application method
 - d. Treatment method

e. Total volume solution applied (fl oz)

f. Total volume active ingredient applied (fl oz)

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 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 Contractor 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, an ESRI ArcGIS Online based mobile application known as Field Maps (<https://www.esri.com/en-us/arcgis/products/arcgis-field-maps/overview>) 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.

6. *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.

7. *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 employment of specific site preparation and maintenance techniques, 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.

8. *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 will be primarily visual. When the site does not appear to meet contract specifications, inspection data shall be gathered from well-distributed, randomly selected plots of various sizes with a total sample size of at least one (1) percent of each item in every project area.

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

A. Satisfactory Work Quality

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

B. Unsatisfactory Work Quality

Work quality below 90 percent will be considered unsatisfactory. Based on inspection results, if work quality is determined to be unsatisfactory, Contractor shall be required to rework the unit of work until satisfactory work quality is achieved. Once 90 percent work quality is attained, full payment will be made in accordance with Section 11 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 reduce payment to the percentage of work completed that is of acceptable quality. 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.

9. *NOTIFICATION OF SUBCONTRACTING*

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

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

10. *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 task or a series of tasks. The District shall not be obligated to accept and pay for work that contains material deficiencies as defined in Section 8 of this Scope of Work.

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

Jason Faucera
Land Management Program Manager
22055 S Beaver Creek Rd., Suite 1
Beaver Creek, OR 97004
jfaucera@conservationdistrict.org
503-998-3525

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

- A. Contractor name,
- B. Invoice number,
- C. Invoice date,
- D. Project name (if applicable),
- E. Site name,
- F. Contract number,

- G. Work description with work tasks matching the description contained in Section 4 of this Scope of Work,
- H. Completion date,
- I. 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.

11. PAYMENT

The District's payment for Contractor's work shall be based on work units completed, inspected and accepted. Payment shall not exceed amounts set forth in the contract between the Contractor and the District unless change orders are approved in advance by the District.

12. 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 8 of this Scope of Work.

13. 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.

14. 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.

15. *EQUIPMENT CLEANING*

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

Contractor shall ensure that all equipment, vehicles, and worker boots and clothing are free of mud, dirt, debris, and plant materials to prevent introduction of weed seeds. At no time shall equipment or personnel arrive at a project site with mud, dirt, debris, or plant materials present.

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

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.

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

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

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

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

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

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

16. *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.

17. *FIRE PROTECTION REQUIREMENTS*

During fire season, the Contractor completing work tasks under this contract will adhere to all Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) for fire protection. Contractors will follow the Industrial Fire Precautionary Level (IFPL) set by Oregon Department of Forestry (ODF). Contractor will follow the IFPL level set out of the ODF Molalla Unit CM1.

Below is a list of District required equipment that the contractor will carry during fire season. Contractors not carrying the minimal equipment will not be able to proceed with work that day. Oregon Department of Forestry may require more specific equipment during specific operations. Check with ODF and other relevant rules before proceeding.

- A. Personal fire extinguisher to be worn on belt when operating equipment such as chain saws and push mowers.
- B. Vehicle fire extinguisher for each vehicle or piece of equipment that is on site. They should be stored on the vehicle and in operational order.
- C. Contractor must have a sharp working shovel and Pulaski in their vehicle at all times. The contractor must have at least 1 fire tool for each worker on site during the fire season.
- D. Contractor will supply and have on site a 5-gallon backpack fire pump full of water and fully operational. The backpack pump must be stored on the equipment or vehicle that is operating or within a 1-minute walk of where the contractor is working.

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

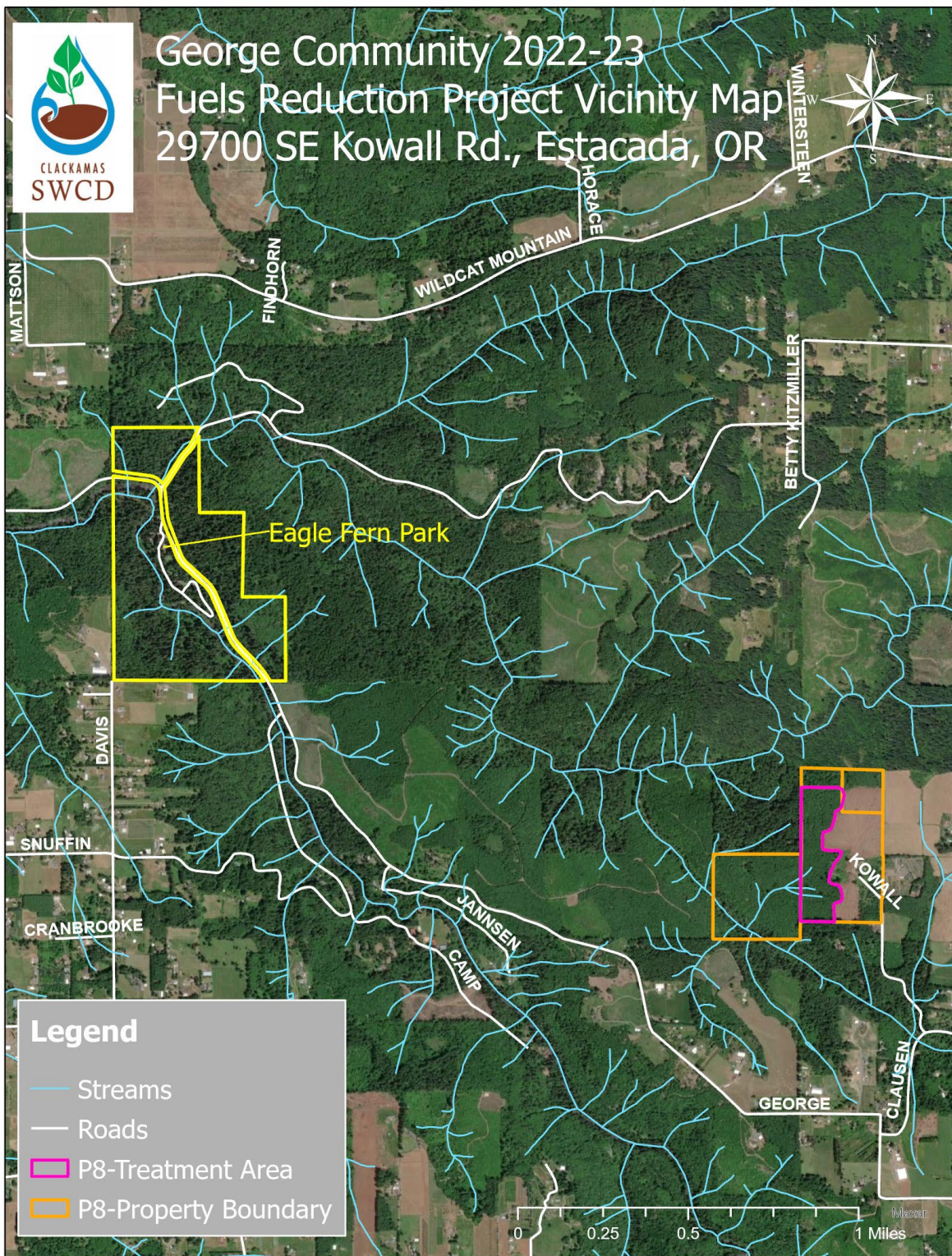
Contractor will not park vehicles in tall dry grass: Hot mufflers can ignite grass on fire.
Contractor will use designated parking areas or the roadbed for staging.

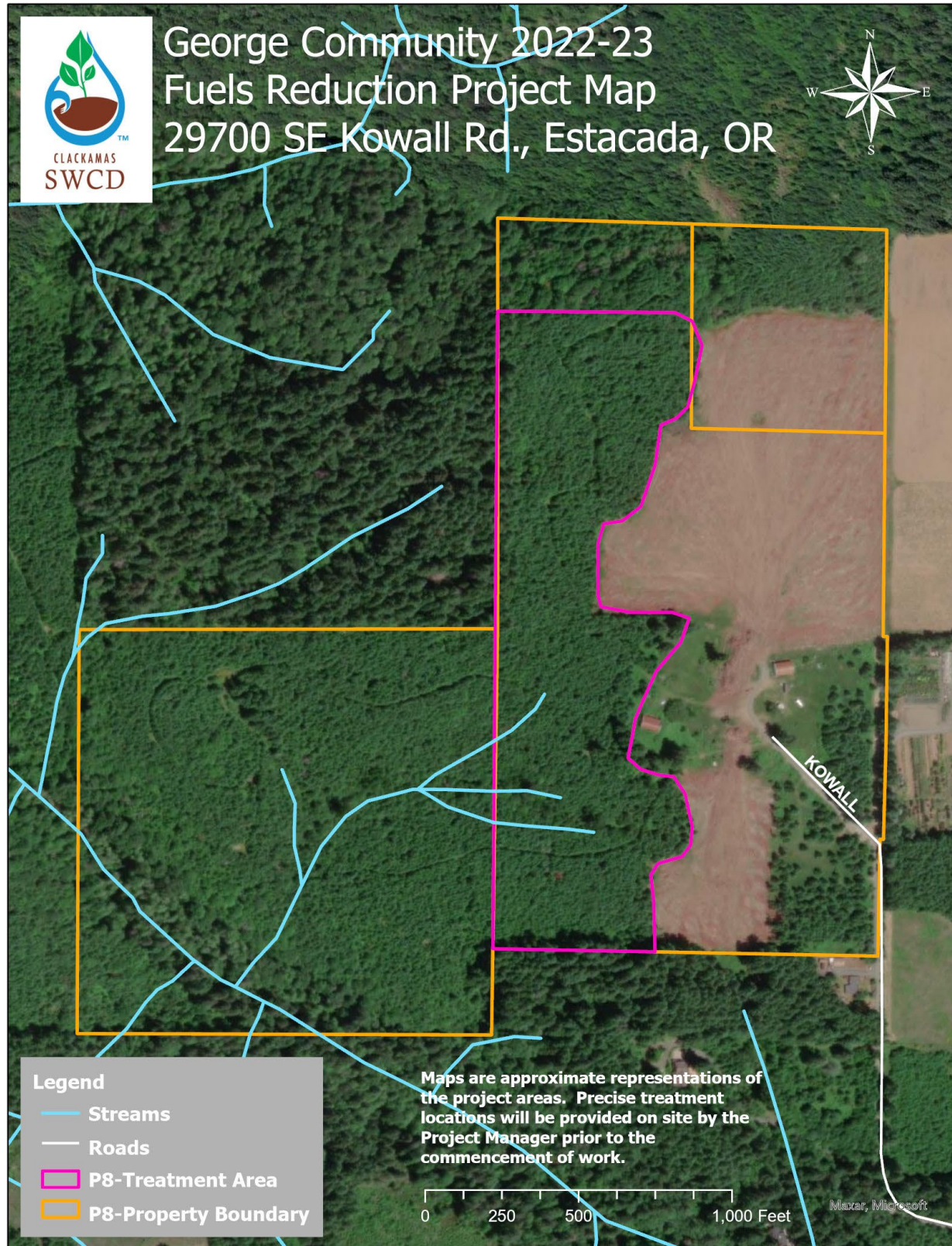
Contractor will use appropriate judgment and follow all rules and regulations and not operate equipment that can cause sparks on hot dry summer days. Examples include cordless drills, chainsaws, mowers, string trimmers with metal blades, and welders. Contractor's staff will not set equipment with hot mufflers or other hot parts such as a chainsaw in dry fuels. Contractors who do not follow the IFPL levels and Forest protection rules will be held responsible for fire suppression cost if they happen to start a wildfire. On hot days when operations are still acceptable the contractor will work in the morning when the humidity is higher.

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

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

Appendix III: Maps and Specifications





George Community Fuels Reduction Project

General Specifications (Typical for all Landowners unless noted otherwise)

[Rev. 1, 3/1/2022]

General requirements

1. Contractor shall submit a guaranteed maximum price (not to exceed) for each of the seven projects to the Project Manager based upon these specifications and the scopes of work described within the associated document.
2. These specifications are to be used in conjunction with any and all written specifications/agreements established between the Contractor and the Clackamas Soil & Water Conservation District. If discrepancies arise, contact the Project Manager.
3. The majority of this project utilizes grant funds for all non-commercial thinning and related activities (masticating, pruning, chipping, lopping & scattering, crushing, invasive weed species control) to reduce wildfire-related fuels. No monetary benefit from the sale of sawlogs, pulp or any other products can benefit the Landowner or Contractor from use of these grant funds. Any and all commercial thinning activities, whether for sawlogs or pulp, must utilize funds from the Landowner and/or private donations.
4. Consult the Scope of Work Documents for each Landowner to determine which of the specified activities below is to be used.
5. Contractor will submit a plan to the Project Manager for review and potential approval if any work involving ground-based equipment will occur during the wet weather months (normally considered to be November through May) to minimize soil damage and excessive compaction.
6. Tree removal (precommercial thinning or masticating) will only occur to trees less than eight inches DBH (Diameter at Breast Height = 4'-6"). [Note: Property P3 will have some trees 10" and less DBH that will require precommercial thinning. Rev. 1, 3/1/2022]
7. Machine work will be limited to slopes less than 35%. Hand crews may be used where needed.
8. Contractor will work with the Project Manager to define (mark or flag) work areas within each Landowner parcel.
9. Contractor will perform all work and logging operations in compliance with the rules as set forth in the most recently adopted edition of the Oregon Forest Practice Act.
10. All work shall be complete by June 30, 2023.

Precommercial Thinning

1. Trees available for Precommercial Thinning shall be less than 8 inches DBH. [Trees 8 inches and larger DBH will be considered for commercial harvest, which is outside the scope of work, or left at owner's discretion, [except for property P3, which has some trees up to 10" DBH for precommercial thinning. Rev. 1 3/1/2022].]
2. "Leave" tree spacing and/or stems per acre remaining after precommercial thinning will be as noted in the Scope of Work for each stand/Landowner.
3. Contractor will conduct operations to avoid damage to "leave" trees.
4. Cut trees will be completely severed.
5. Stump height will not exceed 12 inches in height on the uphill side unless cutting is obstructed by natural obstacles.
6. Cut trees will be cleared away from roads, telephone lines, established trails, stock driveways, fence lines, and established land corners by a minimum distance of 50 feet.
7. Cut trees will be cleared away from residential structures by a minimum distance of 200 feet.

8. If operations cause damage to any posted monuments, fences or other improvements, Contractor will be responsible for restoration or replacement cost. Such work will not increase the guaranteed maximum price of the project contract.
9. All tree boles, limbs and tops not utilized for other purposes will be 1) chipped, 2) masticated, 3) processed or 4) lopped & scattered and then crushed to reduce fuel accumulations. See below for additional requirements for each of these slash treatment methods. [Tree boles shall be bucked to 4'-0" maximum lengths, unless otherwise noted. Rev. 1 3/1/2022]
10. If Contractor determines that a market is available for the wood products as pulp, pulp will be paid at a rate to allow for a positive return for the Landowner based on pulp prices at time of delivery. Additional work area may be incorporated into the project scope if such an economic benefit to the Landowner arises. This work will require negotiation between the Contractor and Landowner as no grants funds shall be used for monetary benefit.

Slash Removal (General Provisions)

1. All slash will be masticated, chipped, lopped and scattered, or removed off site, as directed in the Scope of Work documents for each Landowner. See below for a description of these approved activities.
2. No burning of slash is allowed unless otherwise approved in writing.
3. Any slash generated within 200 feet of habitable structures or roads will be hauled away or relocated to another location on the Landowner's project site to be disposed of in a manner as prescribed below.
4. Do not place any slash in any watercourse channel, seasonal stream, wetland or riparian management area (RMA) (for the purposes of this project, the RMA is considered to be 80 feet either side of a perennial stream as defined by the Oregon Department of Forestry).

Lopping & Scattering

1. Limbs that are lopped during precommercial thinning, bucking or pruning operations will be crushed such that they do not project more than 24 inches above the ground. Occasional slash which exceeds this maximum height will not exceed 5% of the total slash lopped and scattered at each Landowner's project site.
2. Maximum allowable residual lengths: 30 inches (80% of material is 30 inches in length or less.)
3. Ground contact optimized: 80% of materials is in contact with the ground, which may be achieved through crushing.
4. Contractor will remove all slash greater than 2 inches in diameter and/or three feet long, a minimum of five feet away from each "leave" tree that is five inches DBH and larger.

Mastication

Mastication work consists of altering the structure of residual slash that has been lopped, bucked, scattered, hand-piled or machine-piled. The mastication process reduces larger pieces of slash to broken up material that is spread over the site to naturally decompose or transported off the site at the Contractor's discretion.

1. All pieces or boles up to (but not including) eight inches DBH will be masticated, with the exception of "leave" trees at the spacings noted in the Scope of Work documents, unless otherwise approved.
2. All masticated vegetation will be kept within property boundaries. Any cut vegetation falling into water courses, wetlands, ditches, roads, road banks, and trails will be immediately removed.
3. Brush, saplings, and seedlings within the work area will be masticated to within two feet of leave trees without damage to "leave" trees. [Hand cut remaining brush as required around leave trees to remove remaining brush and to prevent damage to leave trees. Rev. 1 3/1/2022]

4. No masticated or cut material will lean against, or be suspended by, a “leave” tree. Spread chips evenly away from the base of any “leave” tree.
5. Masticate all invasive (non-native) shrubs (e.g. Himalayan blackberry, evergreen blackberry, English holly, scotch broom, reed canary grass) within the project work area.
6. Trees to be retained within the masticated work area as “leave” trees at the spacing noted in the Scope of Work documents will be the most robustly growing in terms of height and/or diameter, lack of injuries, etc.
7. “Leave” trees will not be damaged by the mastication operation.
8. Contractor will protect all residential and agricultural structures that may be damaged by the masticating operation.
9. Maximum allowable mulch depth: 4 inches (80% of mulched areas are 4” deep or less) or 6 inches depth when masticated material is placed in isolated, cleared areas such as a landing.
10. Maximum allowable residue lengths: mastication operations will leave residues where at least 80% are less than 18 inches in length, at least 60% are less than 12 inches in length and at least 40% are less than 8 inches in length. 20% of the material may be longer lengths.

Chipping

Chipping work consists of altering residual slash that has been lopped, bucked and scattered, hand-piled, or machine-piled. Existing slash piles will also be chipped where noted. In the chipping process slash is fed through a chipping machine, reducing the larger pieces of slash to small chips that are spread over the site to be left to naturally decomposed or transported off-site at Contractor’s discretion.

1. Contractor will use a chipping machine to chip slash.
 - a. Chipping from a landing site will be done with a commercial chipper.
 - b. Scatter chips throughout a remote area with a chipper that can be transported to such areas without damage to “leave” trees.
2. Slash not treated by mastication up to 10 inches diameter will be processed through a chipping machine.
3. Chips will be scattered to a loose depth less than 4 inches, unless otherwise specified.
4. Chips will be spread on bare soil and rocks. Chips spread over native, understory vegetation are acceptable if there are no areas of bare soil or rocks available.
5. Chips will not be spread under tree crowns where practicable and will not lie against tree boles.

Crushing

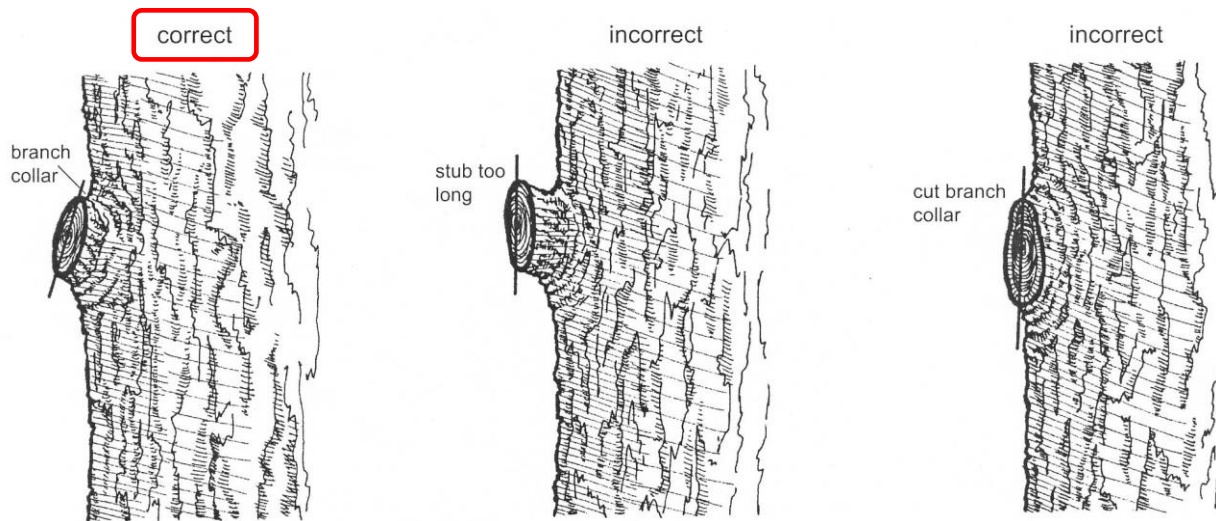
The process of crushing breaks and presses slash on or into the ground surface. This can be attained when equipment drives over slash, crushing to a depth not exceeding two feet.

1. Maximum allowable height from ground surface: two feet (at least 80% of materials shall project no more than two feet above the ground surface).
2. Maximum allowable residue length: Four feet.

Pruning

1. Prune, where indicated in the Scope of Work documents, after all thinning activities have been completed.
2. Prune all remaining trees between 2” to 18” DBH, unless otherwise noted.
3. Pruning will occur between the ground surface to a minimum height of eight feet above the highest ground surface adjacent to the tree. (See item 4, below, for minimum canopy requirement for younger trees where an eight foot may not be practicable.)
4. Pruning activities will leave, as a minimum, one third of the live branches for each tree.
5. Pruning will only be done with shears, hand pruning saws or mechanized pruning saws. Masticating methods are NOT allowed.

6. Pruning of live limbs will only be done between the months of September through March.
7. Refer to the diagram below for acceptable branch removal at the collar.



The correct method to prune a tree limb (far left diagram).

Felling Damaged Trees as a Result of these Fuels Reduction Operations

Damaged or destroyed trees are all trees that are over three feet in height that are knocked down or damaged to the extent that mortality or serious deterioration will occur, and such trees partially pushed over as to result in permanent lean and visible damage to the root system, all as a result of Contractor's operations. Such damaged or destroyed trees will be felled and further treated by mastication, lopping and scattering or other approved method.

Habitat Piles

Habitat piles, consisting of an array of 3 to 5 layers of larger logs (up to 12 feet, maximum in length), crisscrossed and then covered with two to three feet of finer branches may be used for some slash disposal. Habitat piles, constructed by the Contractor, will be located outside the dripline of any overhanging trees, a minimum of 200 feet away from any roads, and not act as ladder fuels in any way. Habitat piles will be limited to three per acre with a maximum pile area of 150 square feet per pile. Such habitat piles, if they are to be constructed, will be specified in the Scope of Work Documents for each Landowner.

Snags

1. If snags are encountered, retain all snags larger than 11 inches DBH unless they pose a safety hazard.

Down Logs

1. Retain all existing large wood on the forest floor greater than 18 inches diameter and 15 feet in length. Where existing debris is smaller in diameter, retain at least two of the largest down logs per acre.

[Removal of Invasive Plant Species (treatment and replanting with native flora) Rev. 1, 3/1/2022, this entire section

1. Site Prep Specifications

- a. **Treatment area:** Properties P3 (about 4 acres) & P9 (about 3 acres) require this treatment. Work with the Project Manager to define treatment and replanting boundaries.
- b. **Timeline:** Site prep will typically include one season of invasive species management..
- c. **Contract services:** Retain the services of a professional restoration contractor crew to increase success of plant survival and productivity.

2. Planting Protocols

- a. **Planting buffer:** An average width of 50 feet will be planted along the stream, along each bank, measured from bankfull width. Work with the project manager to define treatment and replanting boundaries.
- b. **Plant species:** Refer to the Scopes of work for each property for a list of plant species and their quantities.
- c. **Plant sources:** Native plant seed sources must be natural northern Willamette Valley and foothill populations growing under 1,500 feet in elevation.
- d. **Plant types:** The majority of trees and shrubs will be one to two year old bare root seedlings, though some containerized plants may be used.
- e. **Planting densities:** A minimum of 1200 stems per acre (combined shrubs & seedlings).
Note: this quantity can be a mixture of remaining shrubs and trees combined with new shrubs and trees within the planting boundary to achieve this stocking density.]

Appendix IV: Indemnity Agreement for Third Party Contractors

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

WHEREAS, the Subcontractor has been retained on behalf of a Contractor or Cooperator of the District pursuant to an underlying agreement ("Underlying Agreement") entered into between the District and another party to provide services relating to, or otherwise carry out, a project or conservation practice that is partially or completely funded by the Clackamas Soil and Water Conservation District ("District"),

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

1. This Agreement shall apply to services performed by the Subcontractor pursuant to any Underlying Agreement for the purposes herein described, whether or not this Agreement is attached to, or expressly made a part of, such Underlying Agreement.

2. In carrying out its duties and obligations under the Underlying Agreement, the Subcontractor shall indemnify and hold harmless the District, its officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of the Contractor, its officers, directors, agents and employees. The Subcontractor shall have no obligation to indemnify the District should any such losses, claims, damages and expenses result, in whole or in part, from acts, omissions, willful misconduct or gross negligence of the District, its affiliates, officers, directors, agents and employees.

DATED: _____

SUBCONTRACTOR:

Signed: _____ Firm/DBA: _____

Print Name & Title: _____ CCB#: _____

Phone: _____

Address: _____

DISTRICT:

Signed: _____ Name & Title: _____

Return this signed form to:

Jason Faucera
Clackamas Soil and Water Conservation District
22055 S Beavercreek Rd., Suite 1
Beavercreek, OR 97004

Email: jfaucera@conservationdistrict.org
Phone: 503-998-3525