

**Habitat Restoration Program  
2020-2024 “On-Call” Natural Area Vegetation Management Services  
Request for Qualifications**

**Application Deadline: 4:00 PM December 13, 2019**

## **INTRODUCTION**

The Lower Columbia Estuary Partnership (Estuary Partnership) is soliciting statements of qualifications (SOQ) from firms interested in providing “on-call” natural area vegetation management assistance to the Estuary Partnership’s Habitat Restoration Program. The Estuary Partnership anticipates selecting several firms that can provide vegetation management skills to the Estuary Partnership, which may need these services to implement vegetation management for complex, large-scale habitat restoration projects.

Contractors with a record of successful natural area vegetation management, reforestation, and habitat enhancement work are encouraged to apply. A single contractor may propose on one or more of the categories of work. The Estuary Partnership reserves the right to award on-call agreements and individual scopes of work based on categories of work, individual tasks, or combinations that best serve the Estuary Partnership’s vegetation management needs.

## **BACKGROUND**

The Estuary Partnership’s Habitat Restoration Program receives funding from multiple entities to implement habitat restoration projects within the Estuary Partnership’s study area (see Figure 1). The funding historically has been focused on restoring tidally influenced areas and habitats important for juvenile salmonid rearing and refugia but recently has expanded to freshwater sections with herptile and/or avian habitat. Over the past six years, the Estuary Partnership has successfully used on-call firms to provide natural area vegetation management services.

## **PROJECT DESCRIPTION**

Work associated with this Request for Qualifications will take place between January 7, 2020 and December 31, 2024 and may occur anywhere within the Estuary Partnership study area and other nearby areas. One particular project that will be implemented during this time will be the Steigerwald Floodplain Restoration Project. This is a large project that will include restoration of up to 1,000 acres of floodplain and wetland habitats. Over 350,000 plants will need to be procured and planted and approximately 200 acres will be seeded with a variety of native seed mixes.

The Estuary Partnership often implements several natural area vegetation management projects each year, typically associated with fish habitat enhancement projects. These project sites range in size from tens to hundreds of acres. Tasks will include site prep, planting, and maintenance activities to ensure plant establishment.

In addition to the large-scale restoration projects, the Estuary Partnership’s Education Team, working with volunteers, leads smaller-scale revegetation projects, which will include sites ranging in size from 0.5-5 acres. Tasks will include site prep, planting, and maintenance activities to ensure plant establishment. These project sites are typically in easy-to-access public locations and often are grouped geographically to maximize a day’s work. Typically, this small-scale revegetation work totals approximately 25 acres per year.

When the Estuary Partnership requires natural area vegetation management services, the Estuary Partnership will match a qualified firm(s) with a project based on the expertise, availability, and rates of the qualified firms. For

each project, the Estuary Partnership and the selected firm shall then develop a scope of work, budget, timeline, and deliverables. In limited circumstances, the Estuary Partnership may solicit Request for Proposals from a subset of firms selected from this RFQ, to select a firm for a project that requires specific skills or equipment, or a specific time commitment.

The vegetation management work required under this contract(s) shall depend on the specific needs of the Estuary Partnership. The Estuary Partnership anticipates the following services, itemized in detail in Appendix A, will be needed:

- 1) Manual Site Preparation and Maintenance
- 2) Planting
- 3) Mechanical Site Preparation, Seeding, and Maintenance
- 4) Forest Stand Management
- 5) Project Management

Definitions of each work task and the Estuary Partnership's specific contracting requirements for natural area vegetation management are included as Appendix B.

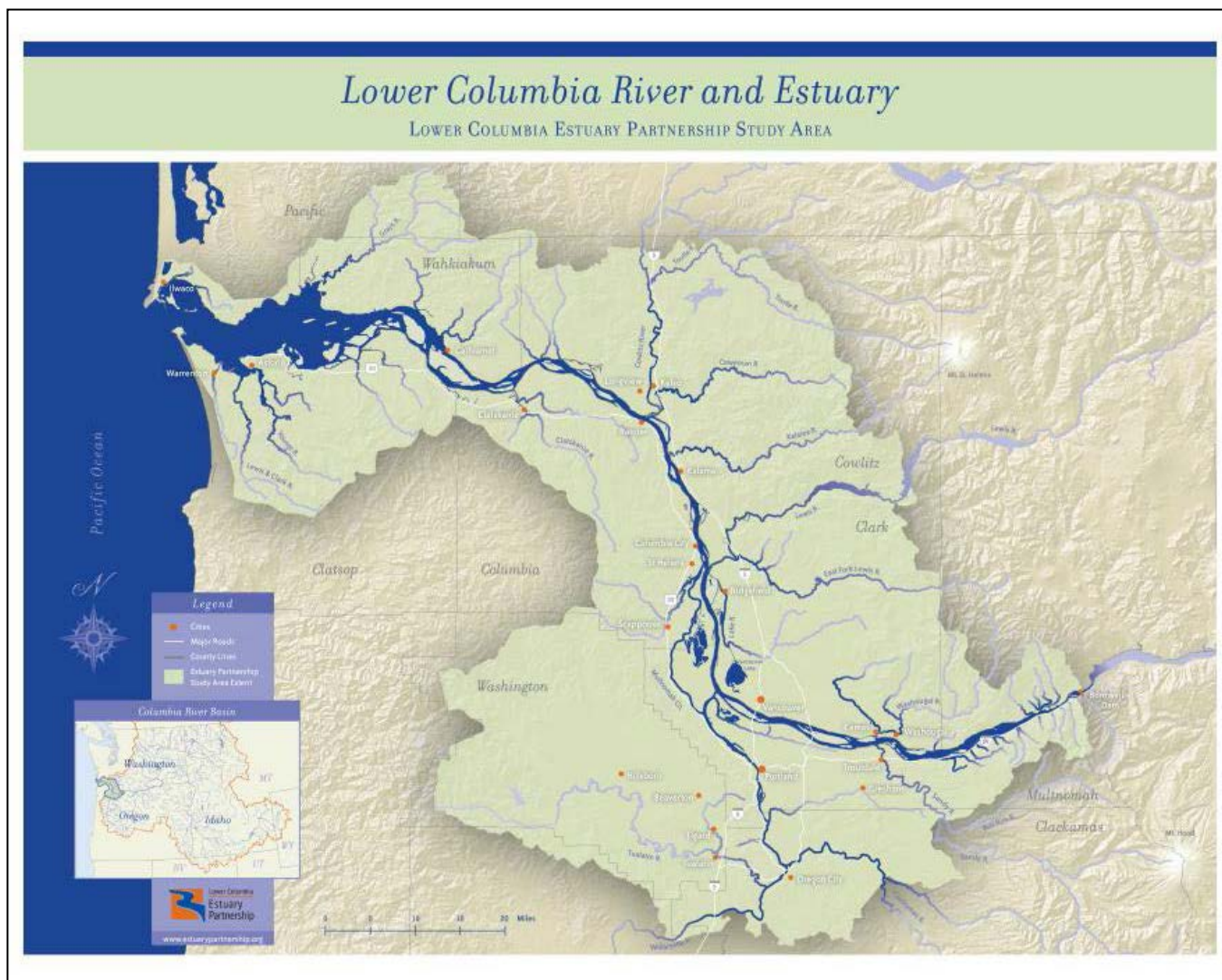


Figure 1. Lower Columbia Estuary Partnership Study Area

## MINIMUM QUALIFICATIONS

The Estuary Partnership shall select firm(s) to provide vegetation management services based on the criteria outlined in the following sections. Minimum qualifications are:

- Five years' experience in implementing the work tasks in the service categories being proposed under this solicitation.
- Experience working with planting plans and plant schedules, notes, and details;
- Familiarity with regulatory permits and compliance with permit conditions and requirements;
- Experience harvesting, storing and maintaining large quantities of bare root/live stake plant materials;
- Experience delivering and organizing the planting of large numbers of plants across broad areas;
- Experience working with potentially wet and or unstable soils;
- Ability to coordinate complex vegetation management or planting activities within the context of a large-scale construction project;
- Maintenance of Oregon and/or Washington State Farm and Forest Labor Contractor License (F/FLC License) for the duration of the contract for work in the categories of: Manual Site Preparation and Maintenance; Planting; Mechanical Site Preparation, Seeding and Maintenance; and Forest Stand Management.
- Maintenance of an Oregon and/or Washington State Construction Contractor License for the duration of the Contract for work tasks in the Forest Stand Management work category.
- Maintenance of Oregon and/or Washington State commercial herbicide applicator license for the duration of the Contract for work tasks involving herbicide application.
- Five years of experience in those categories for which they propose Project Management.

## SELECTION PROCESS

Selection decisions shall be based on an assessment of the applicant's qualifications, focused primarily on experience, specifically within floodplain wetlands along the lower Columbia River and tributaries; costs, including personnel, equipment, indirect, fringe, and other overhead rates; diversity in employment and contracting; and references. The company shall have experience working on large-scale projects, including procuring, planting, and maintaining large numbers of plants and meeting project deadlines. Company diversity, equity, and inclusion in employment and contracting, shall be evaluated, as will the company's resource capacity to meet project timelines. Applicants are encouraged to discuss the company's sustainability practices. Proposals that conform to the instructions shall be evaluated by a selection committee. The Estuary Partnership shall contact references. Interviews with a company representative and/or additional information may be requested prior to final selection of a contractor.

Proposals shall be evaluated using the following criteria:

Category	Percentage of Total Score:
– Experience	30%
– Pricing	30%
– Diversity in Employment and Contracting	15%
-- Company References	10%
– Company Capacity	10%
– <u>Sustainable Business Practices</u>	5%
<b>Total:</b>	<b>100%</b>

## ANTICIPATED SCHEDULE

RFQ Issuance: November 13, 2019

RFQ Question Period Closing: November 27, 2019 at 4:00 PM

RFQ Addendum Responses (if any) Posting: December 4, 2019

RFQ Closing: December 13, 2019 at 4:00 PM

Notice of Award: December 31, 2019

Contract Executed: by January 7, 2020

**EXPECTED WORK PERIOD**

Implementation dates planned for this RFQ are between January 7, 2020 and December 31, 2024. The contract may be extended into future years depending on needs and funding.

**ANTICIPATED AWARD DATE**

The anticipated award date is December 31, 2019. Please do not contact the Estuary Partnership to inquire about the selection status of any submitted bids; the Estuary Partnership shall notify all applicants once decisions are made.

**QUESTION SUBMITTAL FORMAT AND DEADLINE**

Questions should be submitted in writing (via e-mail) to Tom Argent, Finance Manager ([targent@estuarypartnership.org](mailto:targent@estuarypartnership.org)) by 4:00 PM on Wednesday, November 27, 2019. The Estuary Partnership will provide an e-mail response confirming receipt. If the Estuary Partnership determines that a written response is necessary, the response will be provided as an addendum to this RFQ on the Estuary Partnership website by December 4, 2019. The Estuary Partnership will not respond to oral questions, nor to questions submitted to other Estuary Partnership employees.

**SOQ SUBMITTAL FORMAT AND DEADLINE**

SOQs must be submitted electronically, to [targent@estuarypartnership.org](mailto:targent@estuarypartnership.org), in a single Adobe Acrobat PDF file no larger than 10 MB on or before December 13, 2019 at 4:00 PM. Submittals received after this time will not be accepted. The Estuary Partnership will provide an e-mail response confirming receipt when SOQs are received. The Estuary Partnership will not respond to inquiries about the selection status of any submitted SOQs. The Estuary Partnership will notify all applicants once decisions are made.

**PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of the Estuary Partnership. Any information in the proposal that the Applicant desires to claim as proprietary and exempt from disclosure consistent with Oregon law must be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right-hand corner of the page. The Estuary Partnership will consider an Applicant's request for exemption from disclosure. Marking the entire proposal exempt from disclosure will not be honored. The Applicant must be reasonable in designating information as confidential.

**DIVERSITY IN CONTRACTING AND EMPLOYMENT**

The Estuary Partnership strongly encourages participation in all of its contracts by certified Minority, Women, or Emerging Small Business Enterprises (M/W/ESBE) firms, as defined under Oregon State Law in ORS Chapter 200 and as certified by the Certification Office of Business Inclusion and Diversity (COBID), and by firms with diversity in demographics, e.g., race, religion, gender, veteran status, and disability, and/or that have made efforts to ensure a diverse workforce, including policies and practices to promote both diversity in hiring and partnering with M/W/ESBE firms.

**CONTRACT SPECIFICS**

The Estuary Partnership will enter into master contracts with several qualified firms. The master contract does not guarantee work. Contracts will contain 2020 fixed rates that can be reestablished annually by mutual agreement and may include specific federal and/or state and/or other contracting requirements that the Estuary Partnership and their selected sub-contractors are required to follow. The Estuary Partnership may allow for increased costs for individual tasks if specific circumstances warrant it.

An example contract, including Exhibits of current federal and Estuary Partnership requirements (e.g., Travel Reimbursement Rates, Insurance, Federal Contracting Rules, and Equal Opportunity for Veterans) is included as Appendix C to this RFQ. The Estuary Partnership, based on its needs and the needs of its funders, reserves the

right to include in contracts other Exhibits and/or modified versions of these Exhibits at its sole discretion. Specific scopes of work, timelines, budgets, and deliverables for project assistance services will be determined at the time of project need. The Estuary Partnership reserves the right to allocate funds based on finding a match between the specific vegetation management service needed and the vegetation management services provider.

In addition, although it is the Estuary Partnership's intention to use the services of the selected firm(s), the Estuary Partnership reserves the right to use other firms' services for certain assignments. The Estuary Partnership reserves the right, at its discretion, to solicit and obtain consulting and professional services at it sees fit at any time in the future without regard to any procurement action resulting from this request.

For more information about the Lower Columbia Estuary Partnership see: [www.estuarypartnership.org](http://www.estuarypartnership.org)

**Lower Columbia Estuary Partnership Habitat Restoration Program  
"On-Call" Natural Area Vegetation Management Services**

**Submittal Format**

**A. COMPANY INFORMATION**

Business Name:

Address:

City, State, Zip Code:

Email Address:

Website Address:

Telephone Number:

Fax Number:

Corporation: \_\_\_\_ Partnership: \_\_\_\_ Sole Owner: \_\_\_\_

Number of Employees:

Contractor's License Number: (Please provide state and number), exp. date

Herbicide Applicator's License Number and type (if applicable), exp. date

Washington/Oregon MWESB Certification # & Type

Other Applicable Licenses:

Has the Applicant had a contract terminated for default in the last five years? Yes \_\_\_\_ No \_\_\_\_

If yes, please describe the full details of the terms for default including the other party's name, address, and phone number.

**B. PRICING**

Complete the Service Categories and Rates Form included as Appendix A. A Description of Work and Contracting Terms used in the Service Categories and Rates Form is included as Appendix B.

**C. QUALIFICATIONS**

Briefly describe company experience as it applies to the service and skill categories you are proposing to perform. Include any unique or large-scale plant procurement, planting, seeding or natural area vegetation management projects performed within the last three years, highlighting the firm's approach, work quality assurance, and cost controls. Please also provide the names and a brief summary of key members of the firm's team who may be leading and/or implementing the work tasks including their qualifications, responsibilities, and experience.

*(Optional)*

Please describe your general approach (i.e., methods used and timeframes) to controlling reed canarygrass (*Phalaris arundinaceae*), which is frequently a first step in our natural area management process at a restoration site.

**D. COMPANY REFERENCES**

List names, addresses, telephone numbers, and e-mail addresses from at least three different companies. List the related project name, location, and size and briefly describe the project and the work accomplished.

**E. COMPANY CAPACITY**

Describe your company's capacity to work on multiple sites, large and small, throughout the lower Columbia River region in Oregon and/or Washington. Please also include a list of potential equipment available for Estuary Partnership projects.

## F. DIVERSITY IN EMPLOYMENT AND CONTRACTING

The Estuary Partnership strongly encourages participation in all of its contracts by certified Minority, Women, or Emerging Small Business Enterprises (M/W/ESBE) firms and firms with diversity in demographics, e.g., race, religion, gender, veteran status, and disability, and/or that have made efforts to ensure a diverse workforce, including policies and practices to promote both diversity in hiring and partnering with M/W/ESBE firms.

Is your company a COBID certified Minority, Women, or Emerging Small Business firm? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, indicate certification type and number here: \_\_\_\_\_

Will the project lead be a person of color, Indigenous, or female? Yes \_\_\_\_\_ No \_\_\_\_\_

If any business with which you intend to sub-contract or from which you intend to purchase materials is a certified M/W/ESB firm, please list those firms' and certification types below:

---

---

---

Describe the diversity in demographics of your firm, specifically those who will work on this project, and/or any proposed subcontractors. Include race, gender, veteran status, and disability. Describe efforts your company has made on past or current projects to ensure a diverse workforce, including policies and practices to promote diversity in hiring. Describe activities your firm will commit to undertake that promote workforce diversity within your firm if awarded.

## G. SUSTAINABLE BUSINESS PRACTICES

Identify sustainable business practices that your company or business uses on a regular basis.

## H. REQUIRED ACKNOWLEDGEMENT OF ADDENDUM(A)

Proposers must acknowledge they have reviewed any released Addendum(a) responses posted on the Estuary Partnership website. Check the box following "Category 6" at the end of the rate sheet to acknowledge review of the posted Addendum responses. Any Addendum responses will be posted on the Estuary Partnership website by December 4.

## AUTHORIZED SIGNATORY

The final proposal should include the following statement as well as the printed name, signature, and title of the person authorized to submit a bid, and the date of that person's signature.

"I certify to the best of my knowledge that the information in this application is true and correct and that I am legally authorized to submit this information on behalf of the applicant."

Printed Name	Signature
Title	Date

**Appendix A**  
**Service Categories and Rate Form**



## SERVICES CATEGORIES AND RATES FORM:

Instructions: Complete the form below and include it with the submittal. Check the box next to the category of service(s) you seek to provide. Fill in the **2020** unit price for each work task you seek to provide. Some categories of work may require you to add details on the equipment type. Detailed work task descriptions are included in Appendix B.

### ☐ **Category 1: Manual Site Preparation and Maintenance**

Examples of work in this category include site preparation and maintenance of native tree and shrub planting sites and invasive weed treatments at natural areas, ranging from ¼ acre to 1,000 acres. Estuary Partnership at its sole discretion may choose to have contractor work hourly. Unit prices for work tasks requiring mechanized equipment shall include a qualified equipment operator, all materials like oil and gas, and the necessary safety equipment. Contractor shall be responsible for transportation of crew to and from the site and equipping the crew with tools and safety equipment necessary to complete the work tasks.

<b>Category 1. Manual Site Preparation and Maintenance</b>		
<b>Work Task</b>	<b>Unit</b>	<b>Unit Price</b>
Site Prep - Backpack Spot or Area Spray	Acre	
Site Prep - Hack and Squirt	Hr	
Site Prep – Cut Stump	Hr	
Site Prep - Hand Mow/Cut	Acre	
Site Prep - Push Mow	Acre	
Site Prep - Cut Blackberry/Brush	Acre	
Maintenance - Hand Mow/Cut	Acre	
Maintenance - Backpack Spot or Area Spray	Acre	
Maintenance - Backpack Ring or Row Spray	Acre	
Maintenance - Hourly Spray	Hr	
Maintenance - Hourly Cut	Hr	
Maintenance - Hourly Labor	Hr	
Maintenance – Watering Capacity(water ON site)	Yes/No	
Maintenance – Watering Capacity (water OFF site)	Yes/No	

### ☐ **Category 2: Planting**

Examples of work in this category include planting ¼ to 1,000-acre project sites with bare root trees and shrubs, harvesting and planting small or large pole cuttings, spreading seed mixes over disturbed areas, and protecting and marking newly planted or old plantings with bamboo stakes and/or herbivory protection. Estuary Partnership shall approve the source of planting materials specified in Description of Work – Section 5. Contractor's unit prices shall include the pickup and delivery of all materials if specified in the planting work task description in the Description of Work section below. The lump sum delivery cost below is for additional delivery or pick up requested by Estuary Partnership. Estuary Partnership at its sole discretion may choose to have contractor work hourly on planting projects. Contractor shall be responsible for transportation of crew to and from the site and equipping the crew with tools and safety equipment necessary to complete the work tasks.

<b>Category 2. Planting</b>		
<b>Work Task</b>	<b>Unit</b>	<b>Unit Price</b>
Planting - Scalp Each	Each	
Planting - Hand or Crank Broadcast Seed	Hr	

<b>Category 2. Planting</b>		
<b>Work Task</b>	<b>Unit</b>	<b>Unit Price</b>
Planting - Harvest Seed	Hr	
Planting - Install Small Bare Root Plants	Each	
Planting - Install Large Bare Root Plants	Each	
Planting - Install Container Plants	Each	
Planting - Install Plugs	Each	
Planting - Harvest Small Pole Cuttings	Each	
Planting - Harvest Large Pole Cuttings	Each	
Planting - Install Small Pole Cuttings	Each	
Planting - Install Large Pole Cuttings	Each	
Planting - Apply Mulch with Vehicle Access	Each	
Planting - Mark Plants with Bamboo Stakes	Each	
Planting - Mark Plants with Flagging Tape	Each	
Planting - Install Vexar or Equivalent Tube and Bamboo Stakes	Each	
Planting - Hourly Planting	Hr	
Planting – Additional Delivery Lump Sum Cost	Each	

☐ **Category 3: Mechanical Site Preparation, Seeding, and Maintenance**

Examples of work in this category include mechanical treatments of no-till drilling native grass seed or forbs, spraying herbicide with a mounted boom sprayer or wick, field flailing, or disc. Contractor shall provide a lump sum cost to mobilize the equipment to and from the project site at the time the work is requested. See Sections 15 and 17 in Appendix B for additional details on equipment cleaning and fueling requirements. Unit prices for work tasks requiring mechanized equipment shall include a qualified equipment operator, all materials, e.g., oil and gas, and the necessary safety equipment. Provide both hourly and acre unit rate prices for these work tasks. List multiple types of equipment as applicable.

<b>Category 3. Mechanical Site Preparation, Seeding, and Maintenance</b>		
<b>Work Task</b>	<b>Unit</b>	<b>Unit Price</b>
<b><i>Planting - Machine Broadcast or Drill Seed</i></b>	Acre	
Equipment Type # 1: _____	Hr	
Equipment Type # 2: _____	Hr	
Mobilization	Each	
<b><i>Site Prep - Boom Spray</i></b>	Acre	
Equipment Type # 1: _____	Hr	
Equipment Type # 2: _____	Hr	
Mobilization Each		
<b><i>Site Prep - Field Flail or Mow</i></b>	Acre	
Equipment Type # 1: _____	Hr	
Equipment Type # 2: _____	Hr	

<b>Category 3. Mechanical Site Preparation, Seeding, and Maintenance</b>		
<b>Work Task</b>	<b>Unit</b>	<b>Unit Price</b>
Mobilization	Each	
<b><i>Site Prep - Field Tilling or Disc Harrow</i></b>	Acre	
Equipment Type # 1: _____	Hr	
Equipment Type # 2: _____	Hr	
Mobilization	Each	
<b><i>Maintenance - Field Mowing between Planting Rows or Clusters of Plants</i></b>	Acre	
Equipment Type # 1: _____	Hr	
Equipment Type # 2: _____	Hr	
Mobilization	Each	
<b><i>Maintenance - Field Haying</i></b>	Ton/Acre	
Equipment Type # 1: _____	Hr	
Equipment Type # 2: _____	Hr	
Equipment Type # 3: _____	Hr	
Mobilization	Each	

☐ **Category 4: Forest Stand Management**

Examples of work in this category include directional falling of trees, using an excavator to pile brush and load slash into a dump truck, and hand piling brush for burning on sites ranging from 10 to 100 acres. Contractor shall provide a lump sum cost to mobilize the equipment to and from the project site at the time the work is requested. See Sections 15 and 17 in Appendix B for additional details on equipment cleaning and fueling requirements. Unit prices for work tasks requiring mechanized equipment shall include a qualified equipment operator, all materials like oil and gas, and safety equipment. Contractor shall be responsible for transportation of crew to and from the site and equipping the crew with tools and safety equipment necessary to complete the work tasks. List multiple types of equipment as applicable.

<b>Category 4: Forest Stand Management</b>		
<b>Work Task</b>	<b>Unit</b>	<b>Unit Price</b>
Maintenance - Tree Cutting	Hr	
Maintenance - Hand Hauling of Slash	Hr	
Maintenance - Loading and Hauling of Slash with Bobcat Grapple	Hr	
Equipment Type # 1: _____	Hr	
Mobilization	Each	
Maintenance - Tree Shearing		
Equipment Type # 1: _____	Hr	
Mobilization	Each	
Maintenance - Loading and Hauling of Slash and Logs with Excavator		

Category 4: Forest Stand Management		
Work Task	Unit	Unit Price
Equipment Type # 1: _____	Hr	
Equipment Type # 2: _____	Hr	
Mobilization	Each	
Maintenance - Tree and Brush Chipping with portable Chipper		
Equipment Type # 1: _____	Hr	
Equipment Type # 2: _____	Hr	
Mobilization	Each	
Maintenance - Hand Hauling or Piling of Slash for Burning		
Maintenance - Slash Burning		
Maintenance - Hauling of Trees, Slash or Chips		
Equipment Type # 1: _____	Hr	
Equipment Type # 2: _____	Hr	
Mobilization	Each	

☐ **Category 5: Plant Materials Purchase**

Examples of work in this category include the purchase of plant or planting materials including seed, bare root or potted plant materials, or large or small pole cutting or planting supplies such as vexar tubes, bamboo stakes or mulch on behalf of the Estuary Partnership. The Estuary Partnership will provide a list of plant materials or a seed mix to the contractor. The contractor shall be responsible for sourcing the seed or plant materials, paying the supplier directly for the seed/plants, working with the nursery to provide the proper size plants for the appropriate planting season, and arranging for storage during any interim periods. There shall be no substitutions unless approved by the Estuary Partnership. The “cost plus percentage” shall include all expenses associated with plant purchase including sourcing, project coordination, and storage. The contractor shall provide the Estuary Partnership with the original receipts from the vendor on which the final cost plus percentage shall be calculated. Include the percentage that your firm will charge to purchase plant-related materials in each of the following categories.

Category 5: Plant Materials Purchase	
Work Task	Cost Plus Percentage
Purchase Native Seed	
Purchase Native Bare Root Plants	
Purchase Native Potted Plants	
Purchase Small or Large Pole Cuttings	
Purchase Plugs, Tubers and Root Stock	
Plant Protection or Marking Supplies	
Compost, Soil or Mulch	

<b>Category 6: Project Management</b>		
<b>Work Task</b>	<b>Unit</b>	<b>Unit Price</b>
Project Management	Hr	

**ACKNOWLEDGEMENT OF ADDENDUM** (check the box)

☐ I acknowledge I have reviewed the posted Addendum responses on the LCEP website and, if relevant, addressed them in our application.

**Appendix B**  
**Natural Area Vegetation Management Description of Work and Contracting**  
**Terms**

## **Section 1. General**

If selected through this RFQ process, Contractor shall enter into a Contract with Estuary Partnership that shall govern the parties' relationship in the event Estuary Partnership selects Contractor to provide services. The Contract entered into between Estuary Partnership and Contractor is nonexclusive and is for on-call work. No amount of work is guaranteed to Contractor. Estuary Partnership reserves the right to award project work to other contractors that may or may not have executed a contract with Estuary Partnership under this solicitation.

Estuary Partnership shall contact Contractor when Contractor has been selected for work. The Estuary Partnership and the selected Contractor shall then develop a new project contract with a scope of work, budget, timeline, and deliverables specific to the project for which the Estuary Partnership selected the Contractor. Contractor shall not proceed with work until the project specific contract is properly executed.

## **Section 2. Subject Matter of Work**

Work shall include tasks described in detail in Section 6 below. Tasks are organized into the following categories:

- ☐ **Category 1: Manual Site Preparation and Maintenance**
- ☐ **Category 2: Planting**
- ☐ **Category 3: Mechanical Site Preparation, Seeding, and Maintenance**
- ☐ **Category 4: Forest Stand Management**
- ☐ **Category 5: Plant Materials Purchase**
- ☐ **Category 6: Project Management**

Herbicide application work requires Contractor to provide proof of compliance with all applicable Oregon and/or Washington license requirements. For work in categories 1, 2, 3 and 4 listed above, unless specifically exempted under applicable State law, Contractor is required to have a Farm and Forest Labor Contractor License (F/FLC License) from the State of Oregon and/or Washington prior to signing the Contract. For work in Category 4 listed above, Contractor is also required to have a Construction Contractor License for Oregon and/or Washington. Contractor shall provide copy of its licenses to Estuary Partnership upon execution of the Contract. Most project sites are accessible by all-weather roads; however, Contractor may need to drive, walk, or boat equipment and materials into project sites. Contractor is responsible for all labor, materials, tools equipment, transportation, and other items necessary to supply Estuary Partnership with the specified vegetation management services.

## **Section 3. Scope of Work**

A. Scopes of Work and/or Work Orders shall include detailed work instructions. Instructions shall include at a minimum: the work site location, a description of the tasks, an estimated project cost, any special instructions and work completion deadlines. Estuary Partnership may require Contractor to attend a pre-work meeting at the project site to determine the prescription and anticipated cost.

B. Project-specific contractor selection shall promote efficient use of resources. Estuary Partnership may consider factors that include but are not limited to Contractor's unique skills, experience or equipment, familiarity with a site, capacity compared to the size or complexity of a project, amount of work and past performance on Estuary Partnership projects, unit rate costs and availability when making its selection. Estuary Partnership may also consider Contractor's ranking in the initial selection process.

## **Section 4. Unit Prices, Hourly Rates and Cost Plus Purchases**

A. Contractor shall complete work at the unit prices or hourly rates contained in the Contractor's response to this RFQ, unless otherwise agreed upon. For projects that rely on unit prices, estimated quantities shall be multiplied by the unit prices, resulting in a total estimated price for each line item. The total unit prices shall then be added together, resulting in a total project cost estimate. Hourly rates are included for certain activities. Under any

Appendix B

project specific instructions, Estuary Partnership may elect to pay Contractor for work on an hourly basis. Contractor shall not be entitled to reimbursement for expenses incurred in providing the services unless specified in a written Contract with Scope of Work. The contractor shall be reimbursed for all seed or plant materials purchased on behalf of the Estuary Partnership, plus an additional agreed upon cost-plus percentage.

B. Estuary Partnership shall calculate project acreage to the closest tenth of an acre using a horizontal plane and without regard to slope. The minimum project size for unit pricing payment purposes shall be one acre.

C. Contractor's unit prices and hourly rates shall remain fixed for the duration of the Contract term.

## **Section 5. Items Approved by Estuary Partnership**

Prior to implementation, Estuary Partnership shall approve the source of all plants and use of plant protection materials, mulch, seed, straw, and other project materials. Additional specific requirements applicable to Contractor's work are set forth in Description of Work – Section 6 Work Task Descriptions below.

## **Section 6. Work Task Descriptions**

### **Category 1: Manual Site Preparation and Maintenance**

#### **Site Prep - Backpack Spot or Area Spray (acre)**

Contractor shall apply an Estuary Partnership approved herbicide in a volume sufficient to adequately cover all target vegetation at the site and in conformance with all applicable pesticide label requirements. Estuary Partnership 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 Estuary Partnership. Target vegetation shall be determined by Estuary Partnership on a site by site basis. Contractor is responsible for recognizing and preventing damage to existing native or non-target vegetation.

#### **Site Prep - Hack and Squirt (hourly)**

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) an Estuary Partnership approved herbicide and concentration into cuts.

#### **Site Prep – Cut Stump (hourly)**

Contractor shall treat target woody plants by cutting the plant to the ground and immediately applying an Estuary Partnership-approved herbicide and concentration to the entire cut portion of the stump. Brush generated by felling the woody plant shall be cut down to a maximum height of one foot above grade.

#### **Site Prep - Hand Mow/Cut (acre)**

Contractor shall cut target vegetation using hand held sawing, shearing, weed whipping or other cutting equipment to the specified height. Target vegetation shall be determined by Estuary Partnership on a site by site basis. Contractor is responsible for recognizing and preventing damage to existing native or non-target vegetation.

#### **Site Prep - Push Mow (acre)**

Contractor shall cut target vegetation using manually-powered pedestrian equipment (DR, Billy-goat or similar equipment) to the specified height. Target vegetation shall be determined by Estuary Partnership on a site by site basis. Contractor is responsible for recognizing and preventing damage to existing native or non-target vegetation.

#### **Site Prep - Cut Blackberry/Brush (acre)**

Contractor shall cut Himalayan blackberry (*Rubus armeniacus*), evergreen blackberry (*R. laciniatus*) and other target brush to the ground and shall cut stems to less than 24 inches in length aboveground level using manual or mechanical means. This category of work shall be used when blackberry comprises >50% of the vegetation



community. Contractor is responsible for recognizing and preventing damage to existing native or non-target vegetation.

#### **Maintenance - Hand Mow/Cut (acre)**

Contractor shall cut target vegetation in planted project sites using handheld equipment (e.g., saws, shears, trimmers, etc.). Target vegetation shall be determined by Estuary Partnership on a site by site basis and could include cutting around plantings. Contractor is responsible for recognizing and preventing damage to previously planted material and existing native non-target vegetation.

#### **Maintenance - Backpack Spot or Area Spray (acre)**

Contractor shall apply an Estuary Partnership approved herbicide in a volume sufficient to adequately cover all target vegetation at the site so that it is wet but not dripping. Estuary Partnership 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 Estuary Partnership. Target vegetation shall be determined on a site by site basis by Estuary Partnership. Contractor is responsible for recognizing and preventing damage to previously planted material and existing native non-target vegetation.

#### **Maintenance - Backpack Ring or Row Spray (acre)**

Contractor shall apply an Estuary Partnership 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. Estuary Partnership 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 Estuary Partnership. Estuary Partnership shall specify whether the work is a circle or line spray and shall specify circle size (if applicable) prior to work start. Contractor is responsible for recognizing and preventing damage to previously planted material and existing native non-target vegetation.

#### **Maintenance - Hourly Spray**

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

#### **Maintenance - Hourly Cut**

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

#### **Maintenance - Hourly Labor**

Estuary Partnership may elect to pay hourly labor for activities not specifically described in this Description of Work. Activities may include but shall not be limited to carrying materials, piling debris, fire watchman, watering plants and pulling fence posts.

#### **Maintenance – Watering Capacity (water ON site)**

Does your company have the resources to conduct plant watering with a water source on site?

In the Category 1 Rate Form, ***simply answer “Yes” or “No” in the Unit Price column.***

If this task is needed for a given project, the contractor will provide watering costs specific to the watering needs and conditions of the site. For this task, the contractor can assume a suitable water source on site and the furthest plantings is no more than approximately 1000 feet away from the water source. Contractor responsible for supplying and setting up temporary pump/hose arrangement. Estimate up to approx. 1 gallon of water per planting unless otherwise specified. Assume watering to occur at small project sites with typically less than 1500 plants watered at any one period.

**Maintenance – Watering Capacity (water OFF site)**

Does your company have the resources to conduct plant watering with NO water source on site?

In the Category 1 Rate Form, **simply answer “Yes” or “No” in the Unit Price column.**

If this task is needed for a given project, the contractor will provide watering costs specific to the watering needs and conditions of the site. For this task, the contractor can assume no water source is available on site. Contractor would be responsible for supplying water tank to the site as well as pump and hose watering arrangement.

Assume vehicle access distance to furthest plantings is no more than approximately 1000 feet. Estimate up to approx. 1 gallon of water per planting unless otherwise specified. Assume watering to occur at small project sites with typically less than 1500 plants watered at any one period.

**Category 2: Planting****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, and to a depth of approximately 2 inches, unless otherwise specified. Where the slope of the ground is greater than 20 percent, Contractor shall also construct a flat planting area.

**Planting - Hand or Crank Broadcast Seed**

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

**Planting - Harvest Seed**

Contractor shall harvest native seed from sites indicated by Estuary Partnership. Upon harvest, Contractor shall place seed in Estuary Partnership approved bags or buckets. Seed shall be kept covered with light colored tarps and in a cool dry place until the Contractor delivers the plant materials to the Estuary Partnership or an Estuary Partnership approved location.

**Planting – Install Small Bare Root Plants**

Contractor shall plant one-year old and two-year old bare root plants (Typically ranging from twelve (12) inches to twenty-four (24) inches height above the root crown) in row or random arrangements or as directed by Estuary Partnership. Contractor shall be responsible for transporting plant material from approved source to the project site.

**Planting – Install Large Bare Root Plants**

Contractor shall plant three-year old and older bare root plants (typically greater than twenty-four (24) inches tall above the root crown) in row or random arrangements or as directed by Estuary Partnership. Contractor shall be responsible for transporting plant material from approved source to the project site.

Contractor shall transport, protect, handle and install small and large bare root plants as follows:

*Protection of Plant Materials during Transport.* Contractor shall be responsible for transporting plant material from approved plant source locations 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 installation. If necessary, Contractor shall dip the entire root system of all plants in water upon removing the plants from the nursery bag, and shall then place plants directly into a planting bag. Plant material shall be carried into planting areas only in Estuary Partnership 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 only after the planting hole has been prepared. Contractor shall not cull plant material or prune roots or stems unless directed by Estuary Partnership.

*Plant Placement.* Contractor shall plant bare root plant material at various planting densities as directed by Estuary Partnership or as indicated in any Scope of Work that addresses the project. Estuary Partnership 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 shall be subject to rejection by Estuary Partnership during inspections. Inappropriate planting locations are places where there is insufficient soil to provide a proper planting hole, including buried logs, woodchips, 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 within the planting hole. 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 gently firming so that there are no depressions or mounds near the stem.

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

### **Planting - Install Container Plants**

Contractor shall plant either one gallon or similarly sized container plants from a source approved by Estuary Partnership in row or other arrangement as directed. Contractor shall be responsible for transporting plant material from approved source location, referenced in Description of Work – Section 5 Items Approved by Estuary Partnership, to the project site.

Contractor shall transport, protect, handle and install 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 (except circling roots) or stems.

*Plant Placement.* Contractor shall plant container plants at various planting densities as directed by Estuary Partnership or as indicated in any Scope of Work that addresses the project. Estuary Partnership 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 shall be subject to rejection by Estuary Partnership during inspections. Inappropriate planting locations are places where there is insufficient soil to provide a proper planting hole, including buried logs, woodchips, 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 system is bound, Contractor shall break up and loosen root system also eliminating any circling roots prior to planting. Circling roots shall be cleanly cut with pruning shears. 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.

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

#### **Planting – Install Plugs**

Contractor shall plant herbaceous plugs using picks, dibble bars, or bare-root planting shovels. Estuary Partnership shall specify the planting density at the time of the planting. Contractor shall be responsible for transporting plant material from the Estuary Partnership approved source pick up locations, referenced in section 5 of this document, to the project site.

#### **Planting - Harvest Small Pole Cuttings**

Contractor shall harvest 18 to 24-inch-long pole cuttings from sites indicated by Estuary Partnership. 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 and in water at all times until they are planted. Any cuttings that are allowed to dry out shall be discarded and will not be accepted. 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 Estuary Partnership. 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 and in water at all times until they are planted. Any pole cuttings that are allowed to dry out shall be discarded and will not be accepted.

#### **Planting – Install Small Pole Cuttings**

Contractor shall plant 18 to 24-inch-long pole cuttings at density indicated by Estuary Partnership. Contractor shall insert a pole cutting into the ground to a depth equal to two-thirds of its total length. Estuary Partnership may direct Contractor to install the cuttings vertically, perpendicular to the ground surface, or at another angle. Small pole cuttings shall be planted bottom end first. Contractor shall remove and replace any cuttings that are broken, skinned during planting, installed upside down, and/or not installed to the proper depth.

#### **Planting – Install Large Pole Cuttings**

Contractor shall plant 24 to 48-inch-long pole cuttings at density indicated by Estuary Partnership.

Contractor shall insert pole cuttings into the ground to a minimum depth of 18 inches. Estuary Partnership may direct Contractor to install 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, installed upside down, and/or not installed to the proper depth.

#### **Planting – Apply Mulch with Vehicle Access**

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. Mulch shall be placed so that it does not touch the plant stem. Estuary Partnership may change the quantity and kind of mulch material when warranted by site conditions.

#### **Planting – Mark Plants with Bamboo Stakes**

Contractor shall install a 48" tall bamboo stake adjacent to planted trees and shrubs. Stakes shall be driven vertically into the ground at a location four (4) inches from the base of the plant, and to a minimum depth of nine (9) inches. Bamboo stakes shall be installed with the larger diameter end in the ground. Contractor shall be responsible for transporting bamboo stakes to the project site. All debris and any extra materials shall be removed from the work site at the end of each day.

#### **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. Type and color of flagging will be specified by the Estuary Partnership.

#### **Planting – Install Vexar or Equivalent Tube and Bamboo Stakes**

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

Contractor shall not damage the plant during tube installation and, if necessary, shall reach into the tube to ensure that branches are in a natural position. Plants with skinned bark, a broken terminal leader, a curled leader inside the tube, or a leader protruding through the side of the tube shall be subject to rejection by Estuary Partnership. 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 Estuary Partnership. Contractor shall be responsible for transporting bamboo stakes and Vexar tubes to the project site. All debris and any extra materials shall be removed from the work site at the end of each day.

#### **Planting - Hourly Planting**

Estuary Partnership 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 Estuary Partnership, Contractor shall pick up and deliver additional plant materials to the project site. The lump sum rate shall represent the cost for one person to drive (no more than 40 miles round trip) to the specified location, load the materials and return to the project site. Contractor shall transport, protect, handle and install small and large bare root plants as described above.

### **Category 3: Mechanical Site Preparation, Seeding and Maintenance**

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

Contractor shall apply native seed to project sites using machine seed spreaders or no till drills at a rate determined by Estuary Partnership (typically between five (5) and 25 pounds per acre). The seeding equipment shall be subject to the equipment cleaning requirements in Section 15 of this document.

#### **Site Prep - Boom Spray**

Contractor shall apply an Estuary Partnership approved herbicide using a tractor, mule, ATV or other equipment in a volume sufficient to adequately cover all target vegetation at the site, and in conformance with all applicable pesticide label requirements. Estuary Partnership must approve the application rate and surfactant prior to work start. Target vegetation shall be determined by Estuary Partnership on a site by site basis. Contractor shall be responsible for recognizing and preventing damage to existing non-target/native vegetation and any vegetation on adjacent property

#### **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. Mowing shall not be performed when the soil conditions result in rutting or potential for erosion. The mowing equipment shall be subject to the equipment cleaning requirements.

#### **Site Prep - Field tilling or disc harrow**

Contractor shall till or disc using standard farm equipment. Estuary Partnership shall indicate depth of till or disc prior to work beginning.

#### **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 or individual plants. Contractor is responsible for recognizing and preventing damage to existing native vegetation. Mowing shall not be performed when the soil conditions result in rutting or potential for erosion. The mowing equipment shall be subject to the equipment cleaning requirements in Section 18 of this document.

#### **Maintenance – Field Haying**

Contractor shall cut, bale and haul hay to an on-site location using standard farm equipment. Contractor shall stack bales at a site marked by Estuary Partnership. Field Haying shall not be performed when the soil conditions result in rutting or potential for erosion. The haying equipment shall be subject to the equipment cleaning requirements in section 15 of this document.

### **Category 4: Forest Stand Management**

#### **Maintenance - Tree Cutting**

Contractor shall provide a qualified tree feller to cut and fall trees marked by the Estuary Partnership. Tree feller shall use appropriate devices such as wedges, levers or ropes placed in trees to directionally fell the tree so as to avoid damaging “leave” trees. Unless directed otherwise the following specifications shall apply.

*Stump height.* Stumps of all felled trees shall typically be cut to a height of no more than four (4) inches height above ground surface on the uphill side. In certain circumstances, Estuary Partnership may require stumps to be flush cut, to further reduce tripping hazards. To minimize soil disturbance, tree stumps shall not be grubbed or otherwise removed.

*Leave trees.* Damage to “leave” trees is prohibited. Damage may include barking the trunk, breaking limbs or damaging the top. In the event that a leave tree is damaged during the course of project operations, Contractor shall notify the Estuary Partnership. Damage to leave trees shall result in a suspension of operations until adequate precautions and measures are taken to prevent additional damage. The contractor shall be responsible for removing or otherwise repairing any damaged leave trees to the satisfaction of the Estuary Partnership.

*Limbing or bucking.* Estuary Partnership shall direct the contractor to limb branches on fallen trees and buck trees to specific length to prepare the material for use on the site or slash piling.

#### **Maintenance - Loading and Hauling of Slash with a Skid Steer Grapple**

Contractor shall move slash and pile at designated landings. If directed Contractor shall load slash into a dumpster, truck or tractor trailer at the landing. The skid steer grapple shall be subject to the equipment cleaning requirements in Section 15 of this document. Equipment contracted under this agreement shall be subject to the fueling and equipment repair restrictions described in Section 20 of this document.

#### **Maintenance – Tree Shearing**

Contractor shall shear trees with a mechanized tree shearer. Equipment shall be able to shear at ground level. Estuary Partnership shall indicate pile locations. Contractor shall treat stumps immediately with an Estuary Partnership approved herbicide and concentration.

#### **Maintenance - Loading and Hauling of Slash and Logs with an Excavator**

Contractor shall move slash and logs from areas of tree removal and pile at designated landings. As directed by Estuary Partnership, Contractor shall load slash into a dumpster, truck or tractor trailer at the landing. Excavator shall be equipped with a mechanical thumb and bucket or equipped with a grapple capable of picking up logs and slash. The excavator shall be subject to the equipment cleaning requirements in Description of Work – Section 15 Equipment Cleaning. Equipment contracted under this agreement shall be subject to the fueling and equipment repair restrictions described in Description of Work – Section 20 Fueling and Equipment Repair.

#### **Maintenance - Tree and Brush Chipping with Portable Chipper**

As directed by Estuary Partnership a portable chipper shall be temporarily housed on-site to chip felled trees or 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 must be capable of chipping logs up to 10 inches in diameter. The chipper shall be subject to the equipment cleaning requirements in Section 15 of this Document. Temporary siting of the portable chipper must be approved by the Estuary Partnership. Equipment contracted under this agreement shall be subject to the fueling and equipment repair restrictions described in Section 17 of this document.

#### **Maintenance - Hand Hauling or Piling of Slash for Burning**

Contractor shall haul slash to a location specified by Estuary Partnership. As directed by Estuary Partnership, Contractor shall construct burn piles free of dirt and non-combustible material to ensure a clean safe burn. Piles shall be located away from stumps, power lines, tree crowns, and be a sufficient distance away from remaining trees or other vegetation to reduce scorch. Slash shall not be piled or placed in roadways, trails or drainage ditches, wetlands or surface waters.

*Pile Height.* Piles shall be constructed with a maximum height of 1.5 times greater than their width (at base). However, pile height shall not exceed 6 feet unless there are limited openings for piles to avoid residual tree scorch, due to the amount of material to be disposed and by approval of the Estuary Partnership.

*Compactness.* Each pile containing material protruding greater than 3 feet shall be trimmed back and placed on pile. Slash that causes large air spaces in piles shall be cut to eliminate air spaces.

*Minimum Piece Size.* Piled woody material shall be no smaller than 1 inch diameter x 3 foot length, except that each pile shall include an area of small slash to provide fine material (“kindling”) for prompt ignition and to aid in combustion of larger slash. These fine fuels shall be placed in the center of the pile.

*Covering piles.* Covering piles is required and all piles shall be covered with material provided by the Contractor. Each pile shall have either 4-mil polyethylene plastic or slash pile wax paper placed (preferably during its construction) on at least 50% of pile surface. All piles shall be covered with a minimum of 3 foot by 3 foot pieces with all four corners and the middle anchored with slash or other debris. Care shall be taken not to puncture the slash pile wax paper or plastic paper as it is secured over the pile. If slash pile wax paper is used, a double layer must be placed over the pile.

### **Maintenance - Slash Burning**

As directed by Estuary Partnership, Contractor shall burn slash piles in a safe and efficient manner.

*Burn Permit.* When necessary, Contractor shall obtain the necessary burn permit from the Oregon Department of Forestry or Washington Department of Natural Resources, and/or other authorities, as required.

*Burn Prescription.* In order to achieve an efficient and safe burn, contractor shall allow for sufficient wet conditions before ignition and thus decrease the degree of burn creep and/or escape. Contractor shall provide sufficient man-power to manage the burning of piles.

*Contacts:* Contractor shall notify Estuary Partnership each day of burning.

*Pile Covering Removal.* If plastic is used to cover the piles, it must be removed from the pile before ignition. Contractor shall remove all plastic and other non-degradable material from the project area and the site and shall properly dispose of or recycle such material.

*Fuel Consumption.* Piles shall be managed to burn clean and level to the ground. Chunking in at least one time shall be necessary after the piles have had time to burn down and more may be required for satisfactory consumption. Chunking shall include not only unburned pile material, but any burning fuel which is creeping from a pile to prevent further creep.

*Tree scorch.* Piles shall cease to be lit if excessive scorching of the remaining leave trees occurs. A deduction shall be made from payment to contractor in the amount of 10% for every increment of 10% of the remaining leave stand damaged by careless burning. The Estuary Partnership shall be the sole arbiter in determining the percent of damage that may have occurred.

*Burn Patrol.* Contractor shall provide adequate patrol on site until burn piles are consumed and pose no threat for additional creep.

*Fire Suppression Equipment & Fire Cache.* Contractor shall furnish firefighting tools on project site at all times during burn.

### **Maintenance – Hauling Trees, Slash or Chips**

As directed by Estuary Partnership, Contractor shall provide a vehicle to transport logs, slash, or chips generated from forest stand management activities to locations approved by Estuary Partnership. Vehicles may include dump trucks, self-loading log trucks, trucks with dumpsters, or similar equipment. Vehicles shall only operate on haul roads marked by the Estuary Partnership 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 17 of this document.

### ***Category 5: Plant Materials Purchase***

#### **Purchase Seed**

Contractor shall purchase seed at the request of the Estuary Partnership. Estuary Partnership will provide a list of species (common name and scientific name) and the percentage of each species in the mix on a per pound basis, as well as a total quantity needed. Contractor will source the seed from regional suppliers, with an emphasis on purchasing seed that is from genetic sources that are as near to the project site as possible. Contractor shall provide the seed labels that include the germination rate and purity. Contractor shall also provide the original purchase receipt upon which the cost-plus percentage payment will be determined. Contractor shall be responsible for ordering, storing and delivering seed to the project site on an as needed basis. The Estuary Partnership will work with the contractor to provide sufficient lead time to procure the seed prior to planting.

#### **Purchase Bare Root Plants**

Contractor shall purchase bare root plants at the request of the Estuary Partnership. This request may include any size and number of bare root plants. Species requested will be native species that are typically found in Columbia River estuary riparian habitats. The number of plants will vary from thousands to tens of thousands. Estuary Partnership will provide a list of species (common name and scientific name), the number of plants of each species, and the various sizes requested. Substitutions are not allowed unless authorized by the Estuary Partnership. Contractor will source the plants from regional suppliers, with an emphasis on purchasing plants grown from seed that is from genetic sources that are as near to the project site as possible. Wild harvested plants are not acceptable. Plant bundles, packages or containers will be properly marked with the plant scientific name. Plants delivered to the project site will be inspected by Estuary Partnership to ensure that plants are healthy with no evidence of disease and having minimal damage to roots or stems. Contractor shall provide the original purchase receipt upon which the cost-plus percentage payment will be determined. Contractor shall be responsible for ordering, storing and delivering healthy bare root plants to the project site on an as needed basis. The Estuary Partnership will work with the contractor to provide sufficient lead time to procure the plant materials.

#### **Purchase Potted Plants**

Contractor shall purchase potted plants at the request of the Estuary Partnership. This request may include any size and number of potted plants; however, they will generally be #1 or #2 size containers. Species requested will be native species that are typically found in Columbia River estuary riparian habitats. The number of plants will vary from thousands to tens of thousands. Estuary Partnership will provide a list of species (common name and scientific name), the number of plants of each species, and the various sizes requested. Substitutions are not allowed unless authorized by the Estuary Partnership. Contractor will source the plants from regional suppliers, with an emphasis on purchasing plants grown from seed that is from genetic sources that are as near to the project site as possible. Wild harvested plants are not acceptable. Potted plants will be tagged by species sufficient for Estuary Partnership and planting crews to identify. Plants delivered to the project site will be inspected by Estuary Partnership to ensure that pots are sufficiently rooted but do not include circling roots; are healthy and with no evidence of disease. Contractor shall provide the original purchase receipt upon which the cost-plus percentage payment will be determined. Contractor shall be responsible for ordering, storing and delivering healthy potted plants to the project site on an as needed basis. The Estuary Partnership will work with the contractor to provide sufficient lead time to procure the plant materials.

#### **Purchase Large or Small Pole Cuttings**

Contractor shall purchase large or small pole cuttings at the request of the Estuary Partnership. This request may include any size; however, they will generally be a minimum of 2.0 ft in length, having a minimum diameter no smaller than 0.5 inches; and, a maximum of 10 ft. in length, having a minimum diameter of no less than 2 inches. Quantities requested may be from one to tens of thousands. Estuary Partnership will provide a list of species (common name and scientific name), the number of plants of each species, and the various sizes requested. Species requested will be native species that are typically found in Columbia River estuary riparian habitats. Substitutions are not allowed unless authorized by the Estuary Partnership. The Contractor shall ensure that all plant material comes from local genetic sources and that plants are labeled as to species, with at least one tag per bundle of 50 live stakes/poles. The live stakes/poles are to be harvested from healthy plant stock during the dormant season (November 1 to March 15). The bottom of each live stake shall be cut at a 45-degree angle and the top shall be cut perpendicular to the long axis of the stem. The contractor shall be responsible for ordering, storing and delivering healthy pole cuttings to the project site on an as needed basis. Upon delivery to the site the live stakes/poles shall be stored in a cool, moist location and be protected from drying out. Contractor shall provide the original purchase receipt upon which the cost-plus percentage payment will be determined. The Estuary Partnership will work with the contractor to provide sufficient lead time to procure the plant materials.

### **Purchase Plugs, Tubers and Root Stock**

Contractor shall purchase plugs, tubers or root stock at the request of the Estuary Partnership. This request may include any size and number of plants; however, plugs will generally be herbaceous species that are 5 cubic inch or 10 cubic inch containers. Species requested will be native species that are typically found in Columbia River estuary riparian habitats. The number of plants will vary from hundreds to thousands. Estuary Partnership will provide a list of species (common name and scientific name), the number of plants of each species, and the various sizes requested. Substitutions are not allowed unless authorized by the Estuary Partnership. Wild harvested plants are not acceptable. Flats of plugs, tubers and root cuttings will be tagged by species sufficient for Estuary Partnership and planting crews to identify. Plants delivered to the project site will be inspected by Estuary Partnership to ensure that plugs are sufficiently rooted, and tubers and root stock are healthy with no evidence of disease or undue damage from improper storage. Contractor shall provide the original purchase receipt upon which the cost-plus percentage payment will be determined. Contractor shall be responsible for ordering, storing and delivering healthy plugs, tubers or root stock to the project site on an as needed basis. The Estuary Partnership will work with the contractor to provide sufficient lead time to procure the plant materials.

### **Purchase Plant Protection or Marking Supplies**

Contractor shall purchase plant protection or plant marking supplies at the request of the Estuary Partnership. This request may include specified sizes of vexar tubes, bamboo stakes or flagging material. Estuary Partnership will provide a list of supplies needed, the quantities, and the various sizes requested. Substitutions are not allowed unless authorized by the Estuary Partnership. Contractor shall provide the original purchase receipt upon which the cost-plus percentage payment will be determined. Contractor shall be responsible for ordering, storing and delivering the supplies to the project site on an as needed basis. The Estuary Partnership will work with the contractor to provide sufficient lead time to procure the supplies.

### **Purchase Compost, Soil or Mulch**

Contractor shall purchase compost, soil, or mulch at the request of the Estuary Partnership. This request may include specific types of compost, soil or mulch materials and quantities. Estuary Partnership will provide a list of the materials needed and the quantities. Substitutions are not allowed unless authorized by the Estuary Partnership. Contractor shall provide the original purchase receipt upon which the cost-plus percentage payment will be determined. Contractor shall be responsible for ordering, storing and delivering the supplies to the project site on an as needed basis. The Estuary Partnership will work with the contractor to provide sufficient lead time to procure the supplies.

## ***Category 6: Project Management***

### **Project Management**

Project Management includes those services requested by Estuary Partnership that are above and beyond the management of work tasks described in Categories 1 through 5, above. Examples of Project Management include additional “out of scope” services such as site visits, site monitoring, landowner outreach, securing water use permits for watering, and photo monitoring. Project Management does not include time spent generating or submitting invoices

### **Section 7. Use of Herbicide**

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

Cost of all herbicide, surfactants, and indicator dye used in herbicide application work tasks must be established as a separate cost in each contract scope of work. Contractor shall submit copies of herbicide application records for all herbicide work with each invoice to Estuary Partnership.

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

### **Section 8. Disposal of Waste Material**

At the conclusion of work each day, Contractor shall police the work site and gather and lawfully dispose of all empty boxes, bags, damaged containers and plug trays, garbage, and other waste material.

### **Section 9. Inspection of Work/Acceptance**

The Estuary Partnership shall perform inspection surveys for compliance with all specifications on all work items as a basis for acceptance, payment, and recommendations for adjustment in work quality. Inspected units of work must comply with all applicable specifications.

Inspections shall identify any deviations from the specifications. Any such deviation shall be corrected immediately. Inspections 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.

Estuary Partnership shall also inspect project sites, typically between 21 days and 42 days following herbicide application, to check for effectiveness and damage to non-target vegetation. Estuary Partnership 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

Appendix B

For all items on each project area, Estuary Partnership shall 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 shall 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 shall be made. Based on inspection results, if the work quality percentage falls below 90 percent, Estuary Partnership shall 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, Estuary Partnership may cancel the contract amendment scope of work for that project. If the work is seriously or chronically deficient, Contractor recognizes that Estuary Partnership may elect to terminate the Contract.

#### **Section 10. Notification of Subcontracting**

Contractor shall request approval from the Estuary Partnership prior to entering into any subcontracting arrangement. This request shall include at a minimum:

1. Name, address, telephone number of subcontractor;
2. Rationale for using a subcontractor
3. Date upon which the subcontract would be established and its duration;
4. List of tasks that would be subcontracted;
5. Copies of subcontractor's representative authority (i.e. Oregon and/or Washington Farm/Forestry/Landscape Contractor's License, Farm Labor Contractor Certificate of Registration) and liability insurance certificate(s); and
6. Copies of Oregon and/or Washington Commercial Operator License, Commercial Applicator License, and Trainee Licenses, if applicable.

#### **Section 11. Damages to Native Vegetation**

Contractor acknowledges that when native vegetation is damaged or destroyed, 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 9 of this document.

#### **Section 12. Damage to Real Property**

In the event Contractor causes damage to Estuary Partnership property, work site, or neighboring properties while engaging in activities allowed under contract with Estuary Partnership, Contractor shall be responsible for all mitigation or corrective actions.

#### **Section 13. Work Hours**

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

#### **Section 14. Native Plant Material Collection**

Contractor shall not collect plant materials from the project site unless contracted to do so, or written permission has been granted by Estuary Partnership. Ownership of all plant materials collected under this Contract is the property of the Estuary Partnership.

#### **Section 15. Equipment Cleaning**

Estuary Partnership may require mechanized equipment to be cleaned (pressure washed or blown with pressurized air) and inspected before moving into the natural area to reduce the risk of spreading noxious weed seeds onto disturbed areas. Equipment inspection shall be arranged with the Estuary Partnership and conducted at a location not on the project area that is mutually agreed to by the Estuary Partnership and the Contractor.

#### **Section 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 sorbent pad shall be placed below the fueling location. No refueling or maintenance shall take place in or near on-site wetlands, wet prairie, intermittent stream channels, or open water. All used sorbent 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 Estuary Partnership. Equipment furnished shall be inspected for any leakage of petroleum products. Excessive leakage shall be a basis for issuing an immediate shutdown of the operation.

#### **Section 17. Fire Protection Requirements**

During the closed fire season, Contractor completing work tasks under this Contract shall adhere to all State Forest Law and Administrative Rules for fire protection. In the event a Fire Watch is required Contractor shall be limited to invoicing for one person at an hourly labor rate, for the hours required for the fire watch. If a fire occurs, the Contractor shall promptly report the fire to 911 and cooperate in the control and suppression of the fire.

**Appendix C**  
**Sample Estuary Partnership Contract**



## CONTRACT

No. xx-20xx

<b>CONTRACTOR<sup>1</sup></b> <b>("Contractor")</b>	<b>Lower Columbia Estuary Partnership</b> <b>("Estuary Partnership")</b>
<p>Organization:          Project Officer:          Title:          Address:           Phone:                      Fax:          E-mail:  <b>Citizenship</b>, if applicable:          Non-resident alien <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Business Designation</b> (check one):  <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Limited Liability Company  <input type="checkbox"/> Limited Liability Partnership  <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other</p> <p><b>Tax ID#</b> _____</p> <p><b>Certified Minority, Women or Emerging Small Business Firm?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes  <b>Number:</b> _____</p>	<p>Project Officer: Debrah Marriott          Title: Executive Director          Address: Lower Columbia Estuary Partnership                    811 SW Naito Parkway, Suite 410                    Portland, OR 97204          Phone: (503) 226-1565 x227 Fax: (503) 226-1580          E-mail: dmarriott@estuarypartnership.org</p> <p>Finance Manager: Tom Argent          Phone: (503) 226-1565 ext. 242</p>

This Contract is between the **Lower Columbia Estuary Partnership ("Estuary Partnership")**, an Oregon nonprofit corporation, and **[insert name] ("Contractor")**.

### TERMS & CONDITIONS

- Effective Date and Duration.** This Contract shall become effective on the date it has been signed by Estuary Partnership. Unless terminated or extended, this Contract shall expire when Estuary Partnership accepts Contractor's completed performance. Expiration or termination shall not extinguish or prejudice Estuary Partnership's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.
- Statement of Work.** The Statement of Work (the "Work"), including the delivery schedule for such Work, is contained in Exhibit A. Contractor agrees to perform the Work in accordance with this Contract.
- Contract Documents.** This Contract includes the attached Exhibits A through E, each of which is incorporated by this reference.

<sup>1</sup> Information in the Contractor Block must be provided prior to Contract approval. This information shall be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification submitted. (See IRS 1099 or 1099-MISC for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 percent backup withholding.

4. **Amendments.** No Term or Condition of this Contract, including the Work, shall be amended without review and written consent by Estuary Partnership. Such amendment shall be made through a formal written amendment, executed by both parties prior to the amendment being implemented.

There may be a one-time adjustment between budget categories of less than 10% of Project Total, set forth in Exhibit B, per contract period, provided that Estuary Partnership receives documentation of and approves in writing the change prior to the adjustment. For consideration, Contractor's written request for change or amendment must be received by Estuary Partnership at least thirty (30) calendar days before the task deliverable or final report is due as set forth in the Statement of Work.

5. **Payments and Consideration.**

- a) Estuary Partnership agrees to pay Contractor as stipulated in Exhibits A and B for accomplishing the Work.
- b) **Invoicing.** For review and approval by Estuary Partnership, Contractor shall submit an invoice not more often than monthly. It shall itemize and explain all expenses for which reimbursement is claimed pursuant to Exhibits A and B, including itemization of any cost share expended. Invoices must be submitted within 30 days after the completion of the work being billed. Invoices should be submitted not later than ten (10) days after the end of the month. Invoices submitted after the 10<sup>th</sup> of the month may not be processed until the subsequent month. Each invoice shall include:
- i. name, mailing address and phone number of Contractor
  - ii. Estuary Partnership contract number, invoice date and number
  - iii. performance period
  - iv. itemized expenses by task and budget line as prescribed in Exhibit A and Exhibit B for which funds are claimed including:
    1. rates (inclusive of salary, fringe, and other burdens) and identification of who performed the work: name, title, hours worked, and cost per hour (timesheets or logs are not required)
    2. travel: dates of travel, destination, reason for trip, total mileage and mileage rate, per diem costs
    3. direct expenses, such as equipment, supplies, printing, copying, including what was purchased, the quantity, and cost for how much (attach receipts)
  - v. itemization of cost share, if required and prescribed in Exhibit B and in accordance with Section 5, as applicable
  - vi. contract financial summary outlining the total amount of the approved contract budget, accumulative funds requested and the funds remaining in this Contract at the time the invoice is submitted

Contractor shall send invoices and all deliverables to the **Finance Manager, Lower Columbia Estuary Partnership, 811 SW Naito Parkway, Suite 410, Portland, OR 97204**

- c) **Disbursement.** If Estuary Partnership finds the invoice documentation is in accordance with requirements of this Contract and if Estuary Partnership accepts the completed work, Estuary Partnership shall disburse the payment to Contractor within thirty (30) calendar days of acceptance. If Estuary Partnership determines that Contractor modified the Work without prior written approval or if the Work is otherwise unacceptable in Estuary Partnership's reasonable judgment, Estuary Partnership is not be obligated to disburse the payment. If Estuary Partnership elects not to disburse the payment, Estuary Partnership shall notify Contractor in writing of the reason for nonpayment. Estuary Partnership may allow Contractor a reasonable time to address Estuary Partnership's reason for nonpayment, and to resubmit a new invoice.
- d) **Excess or Untimely Invoices.** Contractor shall not submit invoices for, and Estuary Partnership shall not pay, any amount in excess of the Maximum Award defined in Exhibit A and B. If Estuary Partnership increases the Maximum Award by amendment, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment shall be made for activities performed before the Begin Date or after the End Date, regardless of the relationship of the activity performed to this Contract.



- e) **Travel and Other Expenses.** Travel shall be allowed only when the travel is essential to the normal discharge of Estuary Partnership's responsibilities. Travel shall be conducted in the most efficient and cost-effective manner resulting in the best value, must be authorized as part of Exhibit A and B. The travel must comply with all the requirements set forth in this section. Personal expenses shall not be authorized at any time. All expenses are included in the Maximum Award. Contractor understands and agrees that travel expenses shall be reimbursed only in accordance with rates approved in advance by Estuary Partnership and in effect at the time the expense was incurred. Current travel reimbursement rates are attached in Exhibit C.
6. **Reports.** Contractor shall prepare and submit all interim progress reports and a final report in accordance with Statement of Work. Contractor agrees to use recycled paper for all reports prepared in accordance with the Statement of Work and to print documents on both sides of paper, unless otherwise stipulated.
7. **Publicity, Release of Information and Work Citation.** Contractor shall not hold press conferences, issue press releases, or otherwise make public statements regarding this Contract or the Work, release reports or make presentations without prior review and written approval from Estuary Partnership. Any such activities as approved by Estuary Partnership shall require the Contractor to indicate that the Work was made possible by Estuary Partnership.
8. **Termination for Convenience.** Estuary Partnership, in its sole discretion, may terminate this Contract, in whole or in part, upon 30 days' prior notice to Contractor.
9. **Termination for Cause – Estuary Partnership.** Estuary Partnership may terminate this Contract, in whole or in part, effective immediately upon notice to Contractor, or at such later date as Estuary Partnership may establish in such notice, upon the occurrence of any of the following events:
- a) **Funding.** Estuary Partnership fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient, in its sole judgment, to pay for Contractor's Work;
  - b) **Laws Modified.** Applicable laws, regulations or guidelines are modified or interpreted in such a way that either the Work is prohibited or of less value, or Estuary Partnership is prohibited from paying for such Work from the planned funding source;
  - c) **License.** Contractor no longer holds necessary license or certificate that is required to perform the Work; or
  - d) **Contractor Failure.** Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Terms & Conditions, fails to perform the Work within the time specified in the Statement of Work or any extension thereof, or fails to pursue the Work as to endanger Contractor's performance in accordance with the Statement of Work, and Contractor fails to address the breach or default within 10 days of notice, or such other time as specified by Estuary Partnership in such notice.
10. **Termination for Cause – Contractor.** The Contractor may terminate this Contract, in whole or in part, effective upon 60 days' prior written notice to Estuary Partnership if Estuary Partnership commits any material breach or default of any covenant, warranty, obligation or agreement under the terms and conditions of this Contract and Estuary Partnership fails to address the breach or default within 10 days of notice, or such longer time as specified by Contractor in such notice.
11. **Remedies.**
- a) **Contractor Remedies.** Contractor's sole and exclusive remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Estuary Partnership pursuant to Section 5, less previous amounts paid and any claim(s) which Estuary Partnership has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall promptly pay any excess to Estuary Partnership upon demand.
  - b) **Estuary Partnership Remedies.** In the event of termination pursuant to Section 9, without limitation, Estuary Partnership shall have any remedy available to it in law or equity. If it is determined for any

reason that Contractor was not in default under Section 9, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 8.

- c) **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Estuary Partnership expressly directs otherwise in such notice of termination. Upon termination of this Contract or at the Estuary Partnership request, Contractor shall deliver to Estuary Partnership all documents, information, research, objects or other tangible components, works-in-progress and other property that are or would be deliverables had the Work been completed.
12. **Records.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Estuary Partnership and its duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment or other termination of this Contract, whichever date is later.
13. **Lobbying and Litigation.** Contractor agrees not to use this Contract to engage in lobbying the Federal Government or litigation against the United States.
14. **Relationship of Parties.** Contractor and Estuary Partnership acknowledge and understand that (i) neither Estuary Partnership nor Contractor is the agent or partner of the other; (ii) this Contract shall not be construed as creating a joint venture between Estuary Partnership and Contractor; (iii) neither Estuary Partnership nor Contractor shall be responsible for the debts or obligations of the other; and (iv) neither Estuary Partnership nor Contractor has the authority to bind or act on behalf of the other.
15. **Indemnity.** Contractor shall defend, hold harmless, and indemnify Estuary Partnership and its officers, directors, members, employees, agents, and other representatives from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses arising out of the acts of the Contractor and its officers, employees, contractors, agents, or other representatives in performing the Exhibit A Work. With respect to any of Contractor's professional services rendered in performing the Exhibit A work, these Section 15 Indemnity provisions shall apply only to the negligent acts of the Contractor and its officers, employees, contractors, agents, or other representatives.
16. **Confidentiality and Proprietary Information.** Contractor shall use "Confidential Information," as defined herein, only to perform the Work. Contractor, its employees and agents, shall not in any manner disclose Confidential Information except for the sharing of such information with its employees or agents (a) who require such information in conjunction with the performance of the Work (b) who agree in writing to be bound by the restrictions of this Section, and (c) for whose conduct Contractor shall be strictly responsible. Contractor shall maintain all Confidential Information in strict confidence and shall take all reasonable precautions to ensure that Confidential Information is not willfully or inadvertently disclosed by it or any of its employees or agents in a manner contrary to this Agreement. In no event shall Contractor or any of its employees or agents use any of the Confidential Information for personal benefit, to the detriment of the Estuary Partnership, to aid in the business of any rival concern or entity or for any purpose other than performing the Work. Notwithstanding the foregoing, Contractor may disclose Confidential Information to a governmental agency or regulatory body to the extent that disclosure is required by law, court order, or subpoena, provided that Contractor shall notify Estuary Partnership promptly after Contractor is notified that disclosure is required.

"Confidential Information" is all of Estuary Partnership's business and operational plans; budgets; grant writing, grant application strategies and the results of research about funding sources; work plans and papers;

work products; funding sources; contacts; specifications; strategies; methodologies; techniques; financial statements and projections; information that Estuary Partnership is legally or contractually obligated to keep confidential; and any other information that Estuary Partnership, in its reasonable discretion, considers to be confidential, proprietary or sensitive; in all instances regardless of whether such information is disclosed orally or in written or electronic form or is derived or prepared by Contractor.<sup>2</sup>

17. **Attorney Fees.** With respect to any dispute relating to this Contract, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.
18. **Governing Law.** This Contract is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding relating to this Contract (collectively, a "Claim") shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
19. **Independent Contractor; Responsibility for Taxes and Withholding**
  - a) Contractor shall perform all required Work as an independent contractor. Although Estuary Partnership reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed, and (ii) to evaluate the quality of the completed performance, Estuary Partnership cannot and shall not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
  - b) Contractor shall be responsible for all federal, state or other taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Estuary Partnership shall not withhold from such compensation or payments any amount(s) to cover Contractor's federal, state or other tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
20. **Subcontracts and Assignment; Successors and Assigns.** Except as described and approved in Exhibits A and B, Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without Estuary Partnership's prior written consent, which consent may be withheld in Estuary Partnership's sole discretion. In addition to any other provisions Estuary Partnership may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by the terms of this Contract as if the subcontractor were the Contractor. Estuary Partnership's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
21. **No Third Party Beneficiaries.** Estuary Partnership and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons

---

<sup>2</sup> Ownership of work product is addressed in Exhibit A. To the extent Contractor co-owns work product, the rights and obligations set forth in this Section shall be interpreted to be consistent with such co-ownership.

unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. **No Warranty by Estuary Partnership; Disclaimer.** Any information provided by Estuary Partnership is provided As-Is, Where-Is, without representation or warranty of any kind. WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY ARE DISCLAIMED.
23. **Merger Clause; Waiver.** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Estuary Partnership to enforce any provision of this Contract shall not constitute a waiver by Estuary Partnership of that or any other provision.
24. **Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail, facsimile, or mailing the same, postage prepaid, to Contractor or Estuary Partnership at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 24. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Estuary Partnership, such facsimile transmission must be confirmed by telephone notice to Estuary Partnership's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
25. **Severability.** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.
26. **Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

**Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown at the top of this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) Contractor is a U.S. person (including a U.S. resident alien); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

**CONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ESTUARY PARTNERSHIP**

By: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

**Exhibit A**  
**STATEMENT OF WORK, BUDGET NARRATIVE AND DELIVERABLES**

**CONTRACTOR: XXXXXX**

**CONTRACT #**

**PRINCIPAL PROJECT MANAGER: XXXXXXXX**

Begin: On the date this Contract is fully executed and approved by all parties.

**In addition to Deliverables outlined by Task, other Deliverables include:**

1. Quarterly progress reports, including summary of work and cost-share to date, are due xxxx x, 20xx, xxxx x, 20xx. xxxx x, 20xx, and xxxx x, 20xx.
2. Final documentation, including summary of work and project cost-share, is due xxxxx x, 20xx.

**End:** When Contractor's completed performance has been accepted by Estuary Partnership **or** on **xxxxx, 20xx**, whichever is sooner.

**PROJECT TITLE: XXXXXXXXX**

**PROJECT DESCRIPTION**

**PROJECT TOTAL**

**\$XX,XXX**

**COST SHARE REQUIRED**

☐ Yes, please provide detail in Exhibit A: Task Description and Exhibit B: Budget Detail ☐ None Required

**Allowable Sources of Cost Share, if required above.**

☐ Federal ☐ Non-Federal

**Source of Estuary Partnership Funds**

☐ Federal ☐ State ☐ Private ☐ Other

If federal funds are the source of Estuary Partnership funds or the source of required cost share, then procurement processes must meet Federal Contracting Rules, defined in Exhibit E.

**OWNERSHIP OF WORK PRODUCT**

The indicated provision applies to ownership of the work product resulting from this Contract:

- ☐ All of the Work product/deliverable of Contractor, its employees, agents and contractors that results from this Contract is the exclusive property of Estuary Partnership and Estuary Partnership is deemed the author and as such protected by the copyright law. As such, the Work in whole in or in part may not be reproduced without the expressed written consent of Estuary Partnership and must be cited using generally accepted citation standards. Contractor, its employees, agents and contractors, forever waive any and all rights relating to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. The Contractor may upon written approval of Estuary Partnership use the scientific data, conclusions and recommendations of the Work product(s) pursuant to this Contract for noncommercial educational purposes, including publishing scientific papers. Estuary Partnership must receive recognition in writing as described in Section 7 above for such use or publication; written citation shall follow generally accepted citation standards.
- ☐ The work product/deliverable of Contractor, its employees, agents and contractors that results from this Contract is the result of shared funding and consequently Estuary Partnership and Contractor shall co-own the

work product. Each party is considered a co-author and as such be protected by the copyright law. As such, the Work in whole in or in part may not be reproduced without using generally accepted citation standards.

☐ Ownership clause does not apply.

**Task 1. xxxxxxxx**

**Description:** xxxxxx

**Budget:** Task total is \$xx,xxx. **\$xx,xxx Estuary Partnership** + \$x,xxx cost-share

**Schedule:** Completed by xxxxx, 200x

**Work Product/Deliverables:** xxxxxxxx

**Work Product/Deliverables Due:** xxx, 200x

**Task 2. xxxxxxxx**

**Description:** xxxxxx

**Budget:** Task total is \$xx,xxx. **\$xx,xxx Estuary Partnership** + \$x,xxx cost-share

**Schedule:** Completed by xxxxx, 200x

**Work Product/Deliverables:** xxxxxxxx

**Work Product/Deliverables Due:** xxx, 200x

**Task 3. xxxxxxxx**

**Description:** xxxxxx

**Budget:** Task total is \$xx,xxx. **\$xx,xxx Estuary Partnership** + \$x,xxx cost-share

**Schedule:** Completed by xxxxx, 200x

**Work Product/Deliverables:** xxxxxxxx

**Work Product/Deliverables Due:** xxx, 200x

## Exhibit B BUDGET DETAIL

CONTRACTOR: XXXXX

CONTRACT # XX-200X

PROJECT TITLE

Budget Detail

[Insert Name of Project and Dates]

Instructions:

Each task in the budget detail should correspond to a task in the Scope of Work.

Complete budget detail for each Task included in the SOW using the expense categories listed below.

Include sufficient description of how expenses were calculated using unit cost where applicable.

Restoration Project Name Estuary Partnership Budget Date	Quantity	Unit	Cost per Unit	Total Cost	Estuary Partnership Expense	Cost Share Expense	Cost Share Source
<b>Task 1.</b>							
Personnel (list by position)				\$0		\$0	
Benefits (list by position)				\$0		\$0	
Supplies and Equipment (list)				\$0		\$0	
Travel (list by purpose)				\$0		\$0	
Contractual (list by service)				\$0		\$0	
Other (include detail)				\$0		\$0	
			Task Subtotal	\$0	\$0	\$0	
<b>Task 2.</b>							
Personnel (list by position)				\$0		\$0	
Benefits (list by position)				\$0		\$0	
Supplies and Equipment (list)				\$0		\$0	
Travel (list by purpose)				\$0		\$0	
Contractual (list by service)				\$0		\$0	
Other (include detail)				\$0		\$0	
			Task Subtotal	\$0	\$0	\$0	
<b>Task 3.</b>							
Personnel (list by position)				\$0		\$0	
Benefits (list by position)				\$0		\$0	
Supplies and Equipment (list)				\$0		\$0	
Travel (list by purpose)				\$0		\$0	
Contractual (list by service)				\$0		\$0	
Other (include detail)				\$0		\$0	
			Task Subtotal	\$0	\$0	\$0	
<b>Task 4.</b>							
Personnel (list by position)				\$0		\$0	
Benefits (list by position)				\$0		\$0	
Supplies and Equipment (list)				\$0		\$0	
Travel (list by purpose)				\$0		\$0	
Contractual (list by service)				\$0		\$0	
Other (include detail)				\$0		\$0	
			Task Subtotal	\$0	\$0	\$0	
<b>Task 5.</b>							
Personnel (list by position)				\$0		\$0	
Benefits (list by position)				\$0		\$0	
Supplies and Equipment (list)				\$0		\$0	
Travel (list by purpose)				\$0		\$0	
Contractual (list by service)				\$0		\$0	
Other (include detail)				\$0		\$0	
			Task Subtotal	\$0	\$0	\$0	
<b>Task 6.</b>							
Personnel (list by position)				\$0		\$0	
Benefits (list by position)				\$0		\$0	
Supplies and Equipment (list)				\$0		\$0	
Travel (list by purpose)				\$0		\$0	
Contractual (list by service)				\$0		\$0	
Other (include detail)				\$0		\$0	
			Task Subtotal	\$0	\$0	\$0	
<b>TOTAL</b>				0	0	0	
<b>PERCENTAGE TOTAL</b>				#DIV/0!	#DIV/0!	#DIV/0!	

Insert budget detail, using template.

## **Exhibit C**

### **TRAVEL REIMBURSEMENT RATES**

For purposes of this Contract, Estuary Partnership adheres to the following rates for travel, meals and lodging.

**Mileage.** Mileage for travel in a private automobile, while Contractor is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, shall be reimbursed at the prevailing Estuary Partnership rate which is the federal prevailing rate. To qualify for mileage reimbursement, Contractor must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated, whichever is greater. **No mileage reimbursement shall be paid for the use of motorcycles or mopeds.**

**Meals.** Current per diem rates are \$12.00 breakfast; \$14.00 lunch; and \$26.00 dinner per day. Except in the event of necessary overnight travel as provided below, breakfast and dinner expenses shall be reimbursed only if Contractor, while acting within the course and scope of his/her duties under this Contract, is required to travel more than two (2) hours: (a) beginning before 6:00 am (for breakfast expense reimbursement), or (b) ending after 7:00 pm (for dinner expense reimbursement). Lunch expense is reimbursable only if Contractor, while acting within the course and scope of his/her duties under this Contract, is required to travel overnight and begins or ends the journey, respectively, before or after 11:00 a.m. Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of his/her duties under this Contract.

**Lodging.** Estuary Partnership shall reimburse Contractor for actual cost of lodging up to \$120.00, excluding local taxes. Exemptions to this limitation must be approved by the Estuary Partnership in advance of incurrence. Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

**Other Travel Expenses.** In addition to meals and lodging, travel expenses shall be reimbursed for airfare and rental vehicles only if Contractor is acting within the course and scope of his/her duties under this Contract. Receipts are required for all out-of-state travel expenses except meals and other incidental expenditures of less than \$25.00 per item. Incidental items included but are not limited to: parking, highway tolls, taxi cabs, and transit fares. Such items must be itemized for reimbursement. All Estuary Partnership representatives shall fly "coach class," unless Contractor pays the difference. Airfare must be the lowest fare available at the time the travel arrangements are made. Estuary Partnership encourages travel by mass transit where practicable.



## Exhibit D INSURANCE

During the term of this Contract, Contractor shall maintain at its own expense each insurance noted below marked with an "X":

1. ☒ **Required by Estuary Partnership of contractors with one or more workers, as defined by ORS 656.027.**

**Workers' Compensation** insurance in compliance with applicable state law. Estuary Partnership shall not assume workers' compensation coverage for contract employees, and CONTRACTOR AGREES TO INDEMNIFY AND DEFEND ESTUARY PARTNERSHIP FROM AND AGAINST CLAIMS, LOSSES, OR LIABILITY OF ANY GOVERNMENT ARISING FROM OR RELATED TO CONTRACTOR'S FAILURE TO PROVIDE SUCH INSURANCE COVERAGE.

2. ☒ **Required by Estuary Partnership** ☐ **Not required by Estuary Partnership.**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than ☐ \$200,000, ☐ \$500,000, ☒ \$1,000,000, or ☐ \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. ☒ **Required by Estuary Partnership** ☐ **Not required by Estuary Partnership.**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than ☐ \$200,000, ☐ \$500,000, ☒ \$1,000,000, or ☐ \$2,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that Estuary Partnership officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

4. ☒ **Required by Estuary Partnership** ☐ **Not required by Estuary Partnership.**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than ☐ Oregon Financial Responsibility Law (ORS 806.060), ☐ \$200,000, ☒ \$500,000, or ☐ \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. ☐ **Government Agency – Self Insurance Permitted**

6. **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 Estuary Partnership.

7. **Proof of Insurance.** As evidence of the insurance coverages required by this Contract, Estuary Partnership may require the Contractor furnish acceptable insurance certificates to Estuary Partnership prior to commencing the work. The certificate shall specify all of the parties who are Additional Insureds. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

## **Exhibit E**

### **COMPLIANCE WITH FEDERAL CONTRACTING RULES**

Compliance with Federal Law and Contracting Rules.

**Contracts whose funding is identified in Exhibit A of Contract as federal must comply with each provision below.**

**Payment.** Estuary Partnership shall disburse funds in accordance with the terms and conditions of this Contract and the Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (commonly called "Uniform Guidance"), as applicable.

**Compliance with Laws.** Contractor shall comply with all other local, state, and federal laws, rules, regulations, and guidelines to which it or this Contract may be subject (the "Laws"), including but not limited to the applicable provisions of 40 CFR Chapter 1, Subchapter B, applicable Office of Management and Budget ("OMB") circulars. The inclusion of any specific legal requirements under any of the Laws in these Terms & Conditions does not relieve the Contractor of any of its other obligations under any of the Laws. Contractor further agrees to keep current on any changes in any of the Laws.

**Property.** Contractor agrees to comply with all applicable provisions of OMB Circular A-110 relating to property, equipment, and supplies acquired with this Contract. Contractor is subject to all provisions of OMB Circular A-110 relating to intangible property rights, including but not limited to, the provision relating to the reservation by the EPA of a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any copyrighted work produced by this Contract for federal purposes, and to authorize others to do so.

**Procurement Responsibilities.** Contractor agrees to comply with the procurement requirements mandated by the EPA in its Cooperative Agreement with Estuary Partnership, and the procurement procedures listed in OMB Circular A-110. Contractor shall ensure that the applicable contract provisions listed in Appendix A of OMB Circular A-110 are included in any contract awarded by Contractor.