

**MASTER CONTRACT FOR
VEGETATION MANAGEMENT & HABITAT RESTORATION SERVICES**

This Master Contract for Vegetation Management Services, dated effective _____, is between Curry Soil and Water Conservation District (District) and _____ (Contractor).

RECITALS

1. District and Contractor wish to enter into a Contract that will govern the parties' relationship.
2. During the term of this Contract, District and Contractor may enter into work orders to this Contract to have Contractor provide services.
3. This Contract is non-exclusive and no amount of work is guaranteed to the Contractor.

GENERAL TERMS AND CONDITIONS

1. Eligibility List/Services Provided
 - A. Contractor is eligible to provide the services identified in Section 2 of attached Exhibit A.
 - B. Contractor's services will be performed with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field and community as Contractor.
 - C. In performing these services, Contractor will be an independent contractor and not an employee of District. District will have the right to verify that Contractor's performance meets the requirements of this Contract but will not have the right to control the manner of Contractor's or subcontractors' performance.
 - D. No provision of this Contract will be construed to create a partnership, joint venture, employer-employee, landlord-tenant, or principal-agent relationship.
2. Cost of Services
 - A. District will pay Contractor as indicated in attached Exhibit B Contractor's fees will remain fixed for the duration of the Contract period unless amended as provided herein.

- B. Contractor's prices will remain fixed for the duration of this Contract. Price At the end of year three (3) of this Contract, the Distric may renew the Master Contract for up to two additional one-year periods. At that time Contractor may negotiate increases to the price list. District shall increase prices by an amount not exceed to the average change in the Consumer Price Index, Urban Wage Earners and Clerical Workers for All Items based on the U.S. City Average during the previous 12-month period beginning in February unless specifically declined by Contractor. Revised pricing will not be effective until the parties enter into an Amendment to the Contract.
- C. Payment will be based on approved invoices submitted by Contractor according to the terms set forth in Section 12 of Exhibit A. Payment is due within sixty (60) days of receipt of Contractor's invoice. If District disputes Contractor's invoice, District may withhold payment pending the outcome of the dispute without incurring interest and penalty charges. District has the right to withhold payment, without incurring interest or penalty charges, until District has accepted Contractor's work and received all requested records.
- D. District and Contractor may agree to a basis of payment other than that provided in Exhibit B, including hourly rates, lump sum, or other basis for payment in any work order to the Contract.
- E. District has the right to examine Contractor's business records to verify the accuracy of Contractor's billing statements. The right of inspection extends to all documents necessary to adequately evaluate the billing data submitted.

3. Interference with Performance

If at any time Contractor believes that District is in any way hindering, delaying or interfering with Contractor's performance, Contractor will promptly inform District in writing and describe in detail the way in which Contractor believes that such hindrance, delay or interference is occurring. Contractor's failure to promptly inform District in writing will operate as a waiver of Contractor's right to assert claims or defenses based upon the hindrance, delay or interference. The terms of this paragraph do not apply to District's suspension of the work pursuant to Section 8 of this Contract.

4. Changes in Work

Subject to the requirements of this section, District may request work outside the scope of any work order, request additional work, or cancel a portion of the work at any time. Compensation due to Contractor will be adjusted accordingly. District will not be liable for profits lost due to cancelled work.

Contractor will perform no work outside the scope of any work order until the parties have signed another work order that describes the changes in work and contains the terms of payment. Contractor shall at all times have the right to refuse any additional work or work outside the scope of a work order.

5. Time of Performance/Contract Duration

Time is of the essence in the performance of this Contract. Contractor will complete all work in accordance with the schedule contained in a work order that describes the work. The Contract will commence ____ and run through June ____, unless terminated earlier pursuant to Section 14. However, if any work on a work order that begins prior to the contract termination date is not completed by that date, this Master Contract will continue in effect in regard to that work order until the work is completed.

6. Response and performance

Unless otherwise agreed to by District and Contractor, Contractor will complete all requested tasks within two (2) weeks of receipt of a work order and will proceed without delay or interruption until all tasks are completed as requested. Failure to complete requested work within two (2) weeks may result in cancellation of the work and reassignment of a work order.

7. Excusable Delays

Neither District nor Contractor will be responsible for or liable for damages resulting from delays due to causes beyond their reasonable control, including, but not limited to, acts of God, acts or omissions of governmental authorities, strikes, lockouts, acts of the public enemy, wars, blockades or civil disturbances. In the event of such a delay, the completion date for Contractor's services will be extended for a period equal to the length of the delay. Contractor will notify District in writing not more than ten (10) days after the occurrence of any event that Contractor believes will result in such a delay. The failure of Contractor to provide such notice will result in a waiver of Contractor's right to claim that the delay is excusable.

8. Suspension of Work

District may suspend the work at any time by delivering written notice to Contractor. If District suspends the work for reasons that are not the fault of Contractor, Contractor will be entitled to increased compensation equal to the increase in Contractor's expenses resulting from the suspension. Such expenses must be reasonable, customary and actually incurred. District will not be liable for profits lost due to suspension of work.

9. Rejected Work

District has the right to reject Contractor's defective work. Contractor will promptly eliminate all defects free of charge. If Contractor fails to correct the defective work within a reasonable time, District may take steps to correct the defective work, accept the defective work and reduce the compensation due to Contractor, or hire another contractor to correct the defective work and charge the expense of such correction to Contractor. District's rights under this section are in addition to and not in lieu of any other rights District may have to seek a remedy for Contractor's defective work.

10. Project Management

For each work order, District will assign a project manager and Contractor will assign a point of contact, who will be authorized to act on behalf of their respective employers concerning all matters related to this Contract, except, however, that work orders will not be effective until approved pursuant to Section 16 of this Contract.

11. Conflicts of Interest

Contractor will remain free of conflicts of interest at all times. Conflicts of interest include, but are not limited to recommending products or services for District's purchase when the Contractor has a financial interest in such products or services. District has the exclusive right to determine what constitutes a financial interest of Contractor under this section.

12. Indemnification

To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend District, District's officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character, including the cost of defense thereof and including attorney fees at trial and on appeal, arising out of or resulting from Contractor's performance of the Contract to the extent caused Contractor's breach of this Contract or attributable to Contractor's intentional or negligent acts, errors or omissions, or those of any employee or subcontractor of Contractor. This indemnification obligation shall survive expiration or termination of the Contract.

13. Insurance/Licensing

- A. Neither Contractor nor any subcontractor will commence work under this Contract until Contractor has obtained all the insurance required herein and submitted a certificate of insurance to District. Contractor will maintain the insurance for the duration of this Contract. Review of the insurance by District will not relieve or decrease the liability of Contractor. The insurance certificate will provide for thirty (30) days advance written notice to District's project manager prior to cancellation. District must be listed as an additional insured on

any policy satisfying the requirements of items b and c below. The following minimum insurance is required:

- a. Workers compensation in amounts required by Oregon law .
- b. Business automobile liability insurance in the amount in minimum coverage amounts required by Oregon law.
- c. Commercial general liability in the amount of \$1,000,000 combined single limit per occurrence and a \$2,000,000 Annual Aggregate limit.

If Contractor's primary Commercial General Liability and Automobile coverages do not meet the minimum limits required above, Contractor will maintain during the life of this Contract, Excess or Umbrella Liability over the primary policies sufficient to meet the total aggregate limits required by this Contract.

- B. District reserves the right to require additional insurance for a particular project or may approve a reduction in the insurance limit requirements. Pollution Liability will be required for projects where herbicide application is required.
- C. If Contractor is providing planting, cultivating, harvesting, or reforestation, services under this Contract, Contractor will have a Farm Labor Contractor License or a Farm and Forest Labor Contractor License (F/FLC License), as appropriate, or a Temporary Permit (F/FLC Permit) from the State of Oregon before signing this Contract. Contractor will provide District with a copy of the appropriate license or permit at or before the time of execution of this Contract. Contractor shall be solely liable for failing to obtain proper licensing for work provided under this Contract.
- D. If Contractor is providing herbicide application services under this Contract, Contractor will have a Commercial Pesticide Operator License, at least one owner, partner, or employee, as applicable, licensed as a Commercial Pesticide Applicator, and any employee performing herbicide application licensed either as a Commercial Pesticide Applicator, Immediately Supervised Trainee, or Pesticide Apprentice from the State of Oregon before signing this Contract. Additionally, Contractor will have the appropriate license category or categories for the work they propose to do. Contractor will provide District with a copy of the appropriate license at or before the time of execution of this Contract. Contractor shall be solely liable for failing to obtain proper licensing for work provided under this Contract.
- E. If Contractor is providing air curtain incinerator (burner) services under this Contract, Contractor will be responsible for obtaining a General Title V Operating Permit from Oregon Department of Environmental quality in accordance with ORS 468A.040, OAR 340- 218-0090, and OAR 340-216-8010.

14. Termination

District may terminate this Contract or any work order without cause at any time upon the delivery of written notice to Contractor. If District terminates the Contract, District will pay Contractor for all approved and accepted work completed prior to the date of termination. District will not be liable for lost profits on uncompleted work or damages as a result of District's termination.

If the Contract or any work order is terminated for any reason, Contractor will promptly deliver all work in progress to District. District will not be obligated to pay Contractor's final invoice until District has received the work in progress.

15. Arbitration; Prevailing Party Fees

All disputes arising out of or relating to the project or this Contract or any work order will be subject to arbitration in accordance with the American Arbitration Association rules then in effect. Written notice of demand for arbitration will be filed with the American Arbitration Association within a reasonable time after the dispute has arisen, but in no event will be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable contractual provision or statute of limitations. The award rendered by the arbitrator(s) will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

In any arbitration proceeding brought under this section or any legal proceeding arising out of or relating to this Contract, the prevailing party will be entitled to recover from the other party its reasonable attorney fees, together with all reasonable investigation, expert and other costs incurred, in addition to any other relief to which any party may otherwise be entitled.

Contractor's agreement to arbitrate is not a waiver of its lien rights or bond claim rights otherwise provided by law, which rights are fully reserved.

16. Change Orders, Work Orders, Waivers

This Contract, all change orders, amendments, work orders and any waiver of any portion of the Contract will not be effective unless in writing and approved by the District Manager or designee and, when required by applicable District rules, District's Board of Directors.

17. Compliance With Statutory Requirements

- A. If Contractor is selected to perform work subject to a federal grant, Contractor will comply with all applicable federal, state and local laws, rules and regulations including, but not limited to provisions 1 through 10 of the Public Contracts section of attached Exhibit D and provisions 11 through 23 of the Non-Public Works Projects that are Subject to Federal Grants (also known as Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) section of Exhibit D.

- B. If Contractor is selected to perform work not covered by 17.A., Contractor will comply with all applicable federal, state and local laws, rules and regulations including, but not limited to, provisions 1 through 10 of the Public Contract section of ExhibitD.

18. Tax Law Compliance

Contractor represents, warrants and covenants that Contractor has complied with, and agrees that during the term of this Contract will comply with Oregon tax laws and applicable tax laws of political subdivisions of this State including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Contractor's failure to comply with Oregon tax laws or the applicable tax laws of political subdivisions of this State for the six (6) years prior to the date Contractor executes this Contract or the period of time Contractor has been in business, whichever is less, or during the term of the Contract is a default for which District may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

19. Third Party Beneficiaries

No provision of this Contract or any work order will in any way inure to the benefit of any third person so as to constitute any such person a third party beneficiary of this Contract or any work order to this Contract, any one or more of the terms of this Contract or any work order, or otherwise give rise to any cause of action in any person not a party to this Contract or any work order.

20. No Contingent Fees

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor any fee or consideration of any kind, contingent upon or resulting from the award or making of this Contract. Contractor further warrants that Contractor will not employ or retain any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure work orders, and that Contractor will not pay or agree to pay any company or person, other than a bona fide employee working solely for Contractor consideration of any kind, contingent upon or resulting from the award of this Contract. If Contractor breaches the warranty contained in this paragraph, District will have the right to deduct from any work order price or otherwise recover the full amount of such fee or consideration.

21. Waiver of OTCA Rights

Contractor hereby waives all indemnity rights Contractor may have under the Oregon Tort Claims Act which arise as a result of an agency or alleged agency relationship between the parties.

22. Assignment

Contractor will not assign Contractor's rights or duties pursuant to this Contract without first obtaining District's written consent.

23. Interpretation of Contract

This Contract will not be construed for or against any party by reason of the authorship or alleged authorship of any provision. In the case of conflict between the provisions contained in any work order and this Contract, the provisions contained in any work order will have precedence. The paragraph headings contained in this Contract and any work order are for ease of reference only and will not be used in construing or interpreting this Contract or any work order.

24. Severability/Survival

If any of the provisions contained in this Contract or any work order are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest will survive the termination of this Contract or any work order for any cause.

25. Choice of Law/Venue

This Contract and any work order and all rights, obligations and disputes arising out of the Contract will be governed by Oregon law. All disputes and litigation arising out of this Contract or any work order will be decided by arbitration or by the state courts in Oregon. Venue for all disputes and litigation will be in Curry County, Oregon.

26. Integration

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract will not be relevant to determine the meaning of this Contract and no waiver by a party of any right under this Contract will prejudice the waiving party's exercise of the right in the future.

27. Contractor's Express Warranty

Contractor warrants any work performed under any work order to this Contract against defects in materials and workmanship for a period of one year from the date of District's acceptance. Any failure of the work to meet the requirements of this Contract or any work order to this Contract will also be considered such a defect. If within the warranty period District discovers such a defect, Contractor will repair or replace the defective item or component free of charge. Contractor will commence all warranty work within five calendar days of receiving notice of the warranty claim. This warranty applies to all warranty repairs made by Contractor pursuant to this paragraph. This warranty will be in addition to and not in lieu of all manufacturers' warranties.

28. No Personal Liability of Public Officials

No public official shall be held personally liable in carrying out any of the provisions hereof, and in exercising any authority granted by the Contract or any work order to this Contract.

29. Electronic Signature

This Contract, any amendments to it, and any work orders or amendments to work orders may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. An electronic signature will be considered an original. The individuals signing this Contract certify that they are authorized to execute this Contract, any amendments to it, and any work orders or amendments to work orders, on behalf of Contractor and District, respectively.

Contractor

Curry Soil and Water Conservation District

By: _____
Name, Title

By: _____
Liesl Coleman, District Manager

EXHIBIT A

SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

1. Duration of Master Contract

See Paragraph 5 of the Master Contract.

2. Subject Matter of Work

This is a form Master Contract that has been provided to all contractors. Work tasks in any category that involve herbicide application require Contractor to provide proof of compliance with all Oregon Department of Agriculture license requirements.

Contractor is only authorized to perform the tasks identified in this Exhibit in the following categories and agrees to perform these tasks in accordance with the descriptions in Section 6 of this Exhibit:

- Category 1:** Vegetation Management
- Category 2:** Planting
- Category 3 :** Project Management

3. Project Award

- A. If Contractor is asked to work on a project, District will provide Contractor with a written work order and may require Contractor to attend a pre-contract meeting at the site. In selecting a contractor for a specific project, District may consider factors that include but are not limited to Contractor's unique skills, experience or equipment, familiarity with a site, capacity compared to the size or complexity of a project, past performance on District projects, and availability. District may also consider Contractor's ranking in the initial selection process and the amount of work previously performed on other District projects.
- B. Before Contractor begins work on a project, Contractor must agree to a work order that includes a description of the work and work completion deadlines.
- C. District reserves the right to award project work to a contractor who has not received a Master Contract.

4. Hourly Rates and Unit Prices

A. Contractor shall complete work at the hourly rates contained in the Price List, attached as Exhibit B unless otherwise agreed upon in any work order. For most projects, the work order will rely on hourly prices, and will contain an estimate of hours needed, resulting in a not-to-exceed cost for the project. The District and Contractor may agree to a unit price in lieu of an hourly estimate. The unit price may not exceed the total price as estimated hourly. Contractor shall not be entitled to reimbursement for expenses incurred in providing the services other than applicable mobilization and herbicide costs.

5. Items Provided by District

Unless District's project manager and Contractor agree to other arrangements on a case by case basis, District shall dispense all plants, plant protection materials, mulch, seed, and other project materials from locations in Curry County, Oregon or other location as specified by District. District shall provide Contractor with applicable public notice signs for herbicide application. District may provide herbicide intended for prescribed mixes for use on project sites. Contractor is responsible for picking up, transporting, and disposing containers when empty in a legal and responsible manner.

6. Work Task Descriptions

(This section may include work tasks that Contractor is not authorized to perform.)

VEGETATION MANAGEMENT (VM)

Control and/or reduction of target vegetation will require carefully working around both planted and naturally occurring native plant species. Target vegetation will be a range of heights and densities for both target and native/desirable species, planted and naturally occurring, that may be mixed in. Contractor is expected to have knowledge of the native species commonly encountered in Southwestern Oregon. Contractor is responsible for recognizing and preventing damage to existing native vegetation. Target vegetation may include all vegetation that is not planted by District or may be limited to species included on the Curry County Noxious Weed List as Exhibit C. Tasks under this heading may have multiple goals including but not limited to, site preparation for planting, noxious weed control, fuels reduction, biomass reduction, and/or stewardship of restoration plantings.

Manual Treatment

VM – Hourly Labor

Contractor shall conduct various manual labor activities at an hourly rate at the direction of the District's project manager or as indicated in a work order. Hourly labor can include but is not limited to the following tasks:

- 1) Installing plant protection measures (tree tubes or metal wire cages)
- 2) Placing rocks, mulch, compost or other material
- 3) Watering

- 4) Picking up trash or other debris
- 5) Creating habitat features
- 6) Applying straw for erosion control purposes
- 7) Applying weed mat for noxious weed suppression
- 8) Harvesting and auger installing 6-10' pole cuttings
- 9) Harvesting native seeds
- 10) Hand pulling target species
- 11) Piling slash in hand piles for burning
- 12) Burning hand piles

VM – Hand Mow/Cut

As directed by District's project manager, Contractor shall cut target vegetation using hand held equipment (e.g. saws, shears, trimmers, loppers etc) as prescribed in the work order.

VM – Steep Slope Hand Mow/Cut/Spray

As directed by District's project manager, Contractor shall cut target vegetation using hand held equipment (e.g. saws, shears, trimmers, loppers etc) as prescribed in the work order. Steep slopes require rope access and a ground support person. Contractor shall, when directed, apply herbicide in accordance with the manufacturer's recommendation as stipulated on the product label and in a volume sufficient to adequately cover all target vegetation using cut stump and/or foliar methods. Care shall be taken to limit off-target impacts by not spraying in winds over 10 mph, temperature inversions, or within 24-hours of rainfall over 0.1 inch.

VM – Push Mow

As directed by District's project manager, Contractor shall cut target vegetation in planted project sites using walk-behind equipment. Equipment will have either rotary or flail blades capable of cutting thick vegetation up to 2". Equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

VM – Tree Cutting

Contractor shall provide a qualified feller to cut and fall trees marked by, or directed by District's project manager. Unless directed otherwise, stumps of all felled trees shall be cut flush to the ground and branches on fallen trees limbed to prepare material for removal, piling, and/or chipping.

VM – Tree and Brush Chipping

As directed by District's project manager, Contractor shall provide a portable chipper to chip felled trees or to mulch slash. The chipper must be capable of chipping trees up to 12 inches in diameter and blowing the chipped material into a truck, trailer or dumpster for hauling. The chipper shall be subject to the cleaning requirements in Section 18 of this Exhibit.

Herbicide Application

Hourly Spray is defined as time spent applying herbicides to target vegetation, as well as the following on-site spray related activities:

- 1) Loading/unloading of materials and equipment necessary for spraying
- 2) Mixing chemicals necessary for spraying
- 3) Electronic completion and submission of spray logs
- 4) Licensed supervision of applicators

Hourly spray does not include, unless negotiated with District's project manager:

- 1) Scheduling treatments
- 2) Travel time to, from or between sites
- 3) Travel time to or from herbicide vendor(s)
- 4) Maintaining herbicide inventory at Contractor's facility
- 5) Preparing invoices
- 6) Quality control or correcting spray records
- 7) Purchasing or repairing equipment used during herbicide application
- 8) Researching treatment options
- 9) Attending herbicide trainings or conferences
- 10) Disposing of or cleaning equipment or herbicide bottles
- 11) Loading and unloading materials and equipment at Contractor's facility

VM – Backpack Ring or Row Spray

Contractor shall apply a District provided or approved herbicide in accordance with the manufacturer's recommendation as stipulated on the product label and in a volume sufficient to adequately cover all target vegetation within a 16-inch circle of planted and naturally recruited native vegetation. Care shall be taken to limit off-target impacts by not spraying in winds over 10 mph, temperature inversions, or within 24-hours of rainfall over 0.1 inch.

VM – Backpack Spot or Area Spray

Contractor shall apply a District provided or approved herbicide in accordance with the manufacturer's recommendation as stipulated on the product label and in a volume sufficient to adequately cover all target vegetation at the site. Foliar application is most effective when the plants are fully covered till wet but not dripping. Care shall be taken to limit off-target impacts by not spraying in winds over 10 mph, temperature inversions, or within 24-hours of rainfall over 0.1 inch.

Other items included under area spraying are:

- 1) Cut stump - Contractor shall treat target woody plants by cutting the plant to the ground and immediately applying a District provided or approved herbicide to the cut portion focusing on the outer cambium layer of the cut stump within 1 minute of cutting.
- 2) Hack and squirt - Contractor shall treat target woody plants by making cuts totaling not less than 60 percent of the plant's circumference through the bark and cambium layers and injecting or spraying (at low pressure) a District provided or approved herbicide into cuts.
- 3) Basal bark application – Contractor shall treat the basal bark of all target woody plants by applying a District provided or approved herbicide to a minimum of 18” of the stem/trunk over the entire circumference.

VM – Truck/Atv/Boat Mounted Spray

Contractor shall apply a District provided or approved herbicide in accordance with the manufacturer's recommendation as stipulated on the product label and in a volume sufficient to adequately cover all target vegetation. Care shall be taken to limit off-target impacts by not spraying in winds over 10 mph, temperature inversions, or 24-hours prior to predicted rainfall over 0.1 inch. Equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

VM – Aquatic Spray

Contractor shall apply a District provided or approved herbicide in accordance with the manufacturer's recommendation as stipulated on the product label and in a volume sufficient to adequately treat all target aquatic vegetation. Aquatically labelled herbicides are required for these types of applications. Care shall be taken to limit off-target impacts by not spraying in winds over 10 mph, temperature inversions, or 24-hours prior to predicted rainfall over 0.1 inch.

Mechanical Treatment

VM – Machine Cut Tree/ Brush

Contractor shall cut target trees, shrubs and/or blackberry thickets to the ground using machine mounted cutting heads or mowing equipment. Contractor shall mow target vegetation using a machine mounted flail, mulching, or rotary head mower typically at sites infested with noxious weeds. Foresty mulching or flail heads are preferred at most sites due to size and density of target species. Specifications on size of cuttings will be defined in work orders. The cutting equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

VM – Discing

Contractor shall make up to four complete passes through the work area with a tiller or disc using standard farm equipment. District's project manager shall indicate depth of till

or disc prior to work beginning. The tilling or discing equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

Biomass Reduction

VM – Air Curtain Incinerator

Contractor shall dispose of biomass using a portable air curtain incinerator. The incinerator may be designed to produce either ash or biochar. District's project manager will locate the burn site for each project. Contractor shall provide an operator for the duration of the burn. Equipment and operator needed to feed the incinerator shall be provided either by the Contractor or by the District depending on the project's need.

VM – Bucket Truck/Man Lift

Contractor shall use a bucket truck or other man lift to manually remove vegetation from sites where vertical access is a challenge. This includes limbing of trees for fuels reduction. Contractor shall provide an operator and any other personnel required for safe operation.

VM – Chipper

Contractor shall chip target vegetation and excess biomass using a size appropriate chipper. The chipper may be wheeled or tracked, towed or self driven. Chip disposal will be at the direction of the District's project manager. Contractor shall provide an operator and any other personnel required for safe operation.

Planting

Contractor shall properly install plant material including seed, bareroot, containerized stock, bulbs, rhizomes, sod mats, coir logs, and cuttings. Contractor shall install at an hourly rate bare root plants, plugs, bulbs, containers and cuttings or other plant materials harvested by Contractor or provided by District in row or random arrangements or as directed by District's project manager. Contractor shall be responsible for loading and transporting all requested plant material to each site from District's storage location, Oregon locations or between sites or other locations as indicated by District's project manager. Contractor shall transport, protect, handle and install plants according to the Plant Protection and Installation Requirements.

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. 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 District approved or provided native seed mixed with or without cracked corn or some other volume increaser to project sites by hand or using hand crank spreaders at a rate determined by District's project manager (typically between 20 and 30 pounds per acre).

Planting – Harvest Small Pole Cuttings

Contractor shall harvest 18-24 inch long pole cuttings from sites as requested by the District’s Project manager. Cuttings shall be kept from drying out at all times until they are planted. Contractor shall harvest no more than one-third of the donor plant’s branches.

If cuttings are to be harvested for storage in the District’s plant cooler, Contractor shall arrange cuttings so the bottoms and tops are in the same direction and place cutting bottoms end first in bundles of 50 in buckets with water.

Planting – Install Small Pole Cuttings

Contractor shall plant 18-24-inch long pole cuttings at density indicated by District project manager in areas designated by District project manager. Contractor shall insert a pole cutting into the ground to at least one-half of its total length. If the cuttings are harvested on site, each cutting shall be installed on the same day the cuttings are harvested. District’s project manager 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 or otherwise damaged during planting, installed upside down, and/or not installed to the proper depth. A water jet-stinger may be used to facilitate planting of dormant cuttings.

Planting – Install Containerized Plants

Contractor shall plant #1 or similarly sized containerized plants provided by District in row or random arrangements or as directed by District’s project manager. Contractor shall be responsible for loading and transporting all requested plant material from District’s storage locations 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 the project site without damaging stems or leaves.

Plant Placement

Contractor shall plant containerized plants at various planting densities as directed by District’s project manager or as indicated in any work order that

addresses the project. District may also specify where certain plant species or associations of plant species are to be planted within each project area. Plant material planted in inappropriate places will be subject to rejection by District during inspections. Inappropriate places could include places where logs, compacted slash greater than 18 inches in depth, rock outcrops, cobble, gravel, standing water or other media prevent planting tools from making an acceptable planting hole. When an inappropriate place is encountered, Contractor shall plant the plant material in the nearest appropriate location.

Planting Technique

Contractor shall prepare a planting hole that is twice as wide and the same depth as the plant root ball. If root bound, Contractor shall break up roots and eliminate any circling roots prior to planting. Each plant shall be set firmly in the ground, with moist soil filled in and placed firmly around the roots. There shall be no air pockets adjacent to or near the roots. Contractor shall level the soil near the plant after planting and firming so that there are no depressions or mounds near the stem.

District's Right to Suspend Planting

District may suspend planting work if District determines that weather conditions could damage plant material even if the material is handled in accordance with the Master Contract. District may also suspend planting work at any time if District determines that Contractor is not handling plants or planting in accordance with the Master Contract.

Planting – Install Plugs, Rhizomes, Bulbs

Contractor shall plant plugs, rhizomes and/or bulbs using picks, dibble sticks, or bare-root planting shovels. District's project manager shall determine planting density, which will generally vary between one foot on-center to three feet on-center. Contractor shall be responsible for loading and transporting all requested plant material from District's Washington County, Oregon locations to the project site.

Planting – Install Small Bare Root Plants

Contractor shall install bare root plants that do not meet any of the characteristics attributed to large bare root plants provided by District in row or random arrangements or as directed by District's project manager. Contractor shall be responsible for loading and transporting all requested plant material from a location specified by the District to the site.

Contractor shall transport, protect, handle and install plants according to the following requirements (Plant Protection and Installation Requirements).

Protection of Plant Materials during Transport

Contractor shall be responsible for transporting plant material from District's storage location 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. 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 District approved planting bags. The quantity of seedlings placed in a planting bag shall be limited to that which allows the removal of individual seedlings without damage to tops or roots. Contractor shall remove only one seedling at a time from a planting bag only after the planting hole has been prepared. Contractor shall not cull plant material or prune roots or stems unless directed by District.

Plant Placement

Contractor shall plant bare root plant material at various planting densities as directed by District's project manager or as indicated in any work order that addresses the project. District may also specify where certain plant species or associations of plant species are to be planted within each site. Plant material planted in inappropriate places will be subject to rejection by District during inspections. Inappropriate places include places where logs, compacted slash greater than 18 inches in depth, rock outcrops, cobble, gravel, standing water or other media prevent planting tools from making an acceptable planting hole. When an inappropriate place is encountered, Contractor shall plant the plant material in the nearest appropriate location.

Planting Technique

Contractor shall prepare a planting hole that is wide enough to fully suspend the roots of the plant material. Contractor shall suspend the root system near the center of the planting hole, with roots in a near-natural arrangement, at a depth at which the root collar is exposed and the entire root system is covered by soil after filling, packing and leveling. A "near-natural arrangement" means that roots

approximate the position they would have when growing in nature, and are not twisted, tangled, compacted, curled, or bent relative to a position that is perpendicular to the ground surface. Each plant shall be set firmly in the ground, with moist soil filled in and placed firmly around the roots. There shall be no air pockets adjacent to or near the roots. Contractor shall level the soil near the plant after planting and firming so that there are no depressions or mounds near the stem.

District's Right to Suspend Planting

District may suspend planting work if District determines that weather conditions could damage plant material even if the material is handled in accordance with this Master Contract. District may also suspend planting work at any time if District determines that Contractor is not handling plants or planting in accordance with this Master Contract.

Planting – Install Large Bare Root Plants

Large bareroot plants can be defined as those plants that have one or more of the following characteristics:

- 1) Three or more years old (i.e. plants equal to or great than 1-1-1 or 3-0 stock types)
- 2) Packaged in nursery bags of 100 plants per bag or less

The District's project manager and Contractor must agree to the species and quantities of species that Contractor believes are large bareroot plants prior to installation.

Contractor shall plant large bare root plants provided by District in row or random arrangements or as directed by District's project manager and handled according to the Plant Protection and Installation Requirements above. Contractor shall be responsible for loading and transporting all requested plant material from a location specified by the District's project manager to the site.

Project Management

Project Management includes those services requested by District's representative that are above and beyond the completion of work tasks described in the Master Contract. Examples of Project Management include contacting landowner, making additional site visits, monitoring sites, mapping sites, flagging site boundaries, using dichotomous keys to identify plants, developing planting plans, researching treatment options, as well as making telephone calls, or sending emails to determine proper timing of planting, cutting, spraying or seeding, or other site preparation or establishment activities.

Project Management does not include time spent scheduling, supervising or coordinating employees or subcontractors performing vegetation management services, generating or

submitting invoices or responding to RFP/RFQ, completing spray records or any other activity associated with completing work tasks described in the Master Contract.

Not all contractors will be asked to provide Project Management services. Decisions on the use of Contractor's Project Management services will be made at the discretion of the District representative and will be based on need and on the perceived ability of Contractor to provide such services.

7. Use of Herbicide and Reporting

Contractor shall maintain appropriate licensing and present copies of operator, applicator, and trainee licenses at District's project manager's request. District does not have to pay Contractor if Contractor fails to provide documentation upon request.

District may provide Contractor with concentrated herbicide intended for prescribed mixes for use on District projects. Contractor is responsible for picking up, transporting, cleaning and disposing of empty containers legally and responsibly. In circumstances, when Contractor supplies the herbicide, District shall reimburse Contractor at cost plus 10% for herbicide, surfactants, and indicator dye that Contractor uses while performing herbicide application services on District projects.

Contractor shall apply District approved herbicides in compliance with any and all pesticide labels as well as the application guidelines provided in the work order.

Contractor shall use only as much herbicide as is necessary to meet the invasive vegetation removal directives issued by District's project manager or contained in any work order and shall minimize over-spray of native vegetation. Herbicides shall be mixed over a tarp, on absorbant pads, or within a waterproof basin, to contain and prevent spillage.

Where necessary, Contractor shall manually or mechanically clear target vegetation away from native vegetation to protect native vegetation during spraying. When applying any herbicide mixtures, including closed-container blends, the spray mixture shall contain a colorant in the amount of one percent or greater of the mixture. Contractor shall post District provided 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 make and keep application records as outlined in the current Oregon Pesticide Application Record Requirements. Additional information such as equipment calibrated rate, weather, or application area maps maybe requested for specific project and will be contained in the work order. Payment of invoices will be delayed if Contractor fails to provide the spray log with all invoices. Contractor shall submit receipts for all reimbursement requests.

<https://www.oregon.gov/oda/shared/Documents/Publications/PesticidesPARC/PesticideApplicationRecordKeepingRequirements.pdf>

8. Disposal of Waste Material

At the conclusion of work each day, Contractor shall gather and lawfully dispose of all empty boxes, bags, damaged containers and plug trays, garbage, and other waste material in a manner acceptable to District. Contractor shall return plant containers in acceptable working condition to the designated District location in Curry County, Oregon.

Contractor is responsible for disposing of empty herbicide containers legally and responsibly.

9. The Role of the District's project manager

District and Contractor acknowledge that certain elements of site work in the environmental restoration field are not easily addressed in written plans or designs, and are better addressed in the field while work is underway.

Accordingly, District shall appoint a project manager to make decisions concerning plant placement, planting technique, employment of specific establishment techniques, and other issues. The parties anticipate that most decisions made by the project manager will not affect Contractor's costs or the terms of the work order that addresses the project. If District's project manager makes a significant change to the work order the parties shall agree to the change in writing.

District's use of a project manager to identify work elements on the project site and monitor field work will not relieve Contractor from responsibility for complying with the terms of this Master Contract or any work order.

10. Inspection of Work/Acceptance

District or its representatives will 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 percent of each item in every project area.

District or its representatives may also inspect project sites up to 45 days following herbicide application to check for effectiveness and damage to non-target vegetation prior to approval and payment of invoices. District or its representative may, at its discretion, inspect project areas as a whole after they are completed. Contractor is encouraged to observe these inspections as they occur.

A. Satisfactory Work Quality

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

B. Unsatisfactory Work Quality

Work quality below 90 percent will be considered unsatisfactory. Based on inspection results, if work quality is determined to be unsatisfactory, Contractor shall be required to rework the unit of work until satisfactory work quality is achieved. Once 90 percent work quality is attained, full payment will be made in accordance with Section 13 of this Exhibit.

Based on inspection results, if the work quality percentage falls below 90 percent, District will immediately notify Contractor in writing and instruct Contractor to improve the quality of the work. If the quality of the work is not raised to an acceptable level within two consecutive workdays after written notification, District may revoke the work order. If the work is seriously or chronically deficient, Contractor may be asked to suspend work until the performance problems can be resolved.

11. Notification of Subcontracting

Contractor shall notify District upon entering into any subcontracting arrangement. Depending on the funding source and amount additional requirements may apply. This notification shall include at a minimum:

- i. Name, address, and telephone number of subcontractor;
- ii. Date upon which the subcontract was established and its duration;
- iii. List of tasks from the work order that will be subcontracted;
- iv. Copies of subcontractor's representative authority (i.e. Oregon Farm and Forest/Labor Contractor's License, Farm Labor Contractor Certificate of Registration) and liability insurance certificate(s); and
- v. Copies of Oregon Commercial Herbicide Operator License, Oregon Commercial Applicator License, and Trainee Licenses, if applicable.

12. Work Acceptance and Invoices

Contractor may invoice District for completed work following District's project manager's acceptance of work.

District shall not be obligated to accept work that contains material deficiencies as defined in Section 10 of this Exhibit.

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

- a. Contractor Name
- b. Invoice Number
- c. Invoice Date
- d. Project Name
- e. Site Name
- f. Contract Number
- g. Work Description
- h. Completion Date
- i. Unit Price, Number of Units
- j. Extended Price
- k. Herbicide expenses with markup (if applicable)
- l. Invoice Total

Incomplete invoices will not be processed until Contractor submits a new invoice with all the required information. Herbicide application requires applicator records to be submitted with the invoice.

13. Payment

District's payment for Contractor's work shall be based on work units completed, inspected and accepted. Payment shall be made at unit prices unless otherwise provided for in an issued work order.

District may provide Contractor with concentrated herbicide for use on project sites. When herbicides are procured by the contractor, District shall reimburse Contractor at cost plus 10% for herbicide, surfactants, and indicator dye that Contractor uses while performing herbicide application services on District projects. Contractor must submit receipts with invoices to receive herbicide reimbursement. Contractor is responsible for supplying their own mixing supplies and disposing of empty containers legally and responsibly. Contractor must submit receipts to receive reimbursement.

14. Liquidated Damages

District incurs damages when native vegetation is damaged or destroyed by Contractor. The damages include the cost of plant material, additional Master Contract administration, and the loss of plant growth that would enhance resource values. As the extent of these damages is difficult to determine, Contractor 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 percent of the native plants within the project area plots inspected under Section 10 of this Exhibit.

15. Private Property Damages

If Contractor causes damage to adjacent properties through vegetation management, herbicide application, or any other treatment activity, Contractor shall be responsible for correcting the situation and incur all costs associated with the corrective actions.

16. Work Hours

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

17. Native Plant Material Collection

Contractor shall not collect plant materials from the project site unless contracted to under this Master Contract. All plant materials collected under this Master Contract are the property of District.

18. Equipment Cleaning

District 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. Equipment inspection will be arranged with District's project manager and conducted at a location not on the project area that is mutually agreed to by District Point of contact and Contractor.

19. 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 onsite. 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 establishment 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. Establishment shall only occur within the staging areas designated by the District's project manager. Equipment furnished shall be inspected for any leakage of petroleum products. Excessive leakage shall be a basis for issuing an immediate shutdown of operation.

20. Hazardous Materials, Wetlands, Archeological Sites

Immediately upon discovery, Contractor shall cease performing the Work in that area of the Project where there are, or reasonably appear to be, any of the following: (i) hazardous materials, (ii) a wetland condition, (iii) an archeological site or (iv) any occurrence or condition that constitutes or reasonably could constitute an immediate danger to persons or the environment. In such event, Contractor shall take such emergency actions as are reasonably necessary to contain the hazardous materials, protect the wetland condition or archeological site, or minimize the danger, shall take such emergency actions as are reasonably necessary to secure the involved area of the Project from further disturbance, and shall notify District and the appropriate public officials as soon as reasonably possible with prompt confirmation in writing.

EXHIBIT B

PRICE LIST (intentionally blank)

EXHIBIT C
CURRY COUNTY NOXIOUS WEED LIST—Target Species

Curry County Noxious Weed List—2022

Noxious weeds, for the purpose of the Curry County Weed Advisory Board, shall be designated “A”, “B”, and/or “T” as in the Oregon Department of Agriculture Weed Rating System.

1. “A” designated weed

A weed of known economic importance which occurs in the county in small enough infestations to make eradication/containment possible; or is not known to occur, but its presence in neighboring counties or California make future occurrences in Curry County seem imminent.

2. “B” designated weed

A weed of economic importance that is abundant in the county, but may have limited distribution in some watersheds.

3. “T” designated weed

A priority noxious weed designated by the Curry County Weed Advisory Board as a target weed species on which the Board will focus its efforts through integrated management.

(*These weeds are NOT listed on the Oregon Department of Agriculture’s Noxious Weed Control Classification System)

“A” Designated

Common Name		Scientific Name
Biddy-biddy	T	Acaena novae-zealandiae
Butterfly bush	T	Buddleia (Buddleja) davidii
Cape Ivy	T	Delairea odorata
Diffuse knapweed		Centaurea diffusa
Giant Knotweed		Polygonum sachalinense
Himalayan knotweed	T	Polygonum polystachyum
Leafy spurge		Euphorbia esula
Patterson’s curse		Echium plantagineum
Portuguese broom	T	Cytisus striatus
Purple loosestrife		Lythrum salicaria
Purple starthistle		Centaurea calcitrapa
Scotch thistle		Onopordum acanthium
Shiny Geranium	T	Geranium lucidum
Spanish broom	T	Spartium junceum
Spanish heath	T	Erica lusitanica
Spotted knapweed		Centaurea maculosa
Squarrose knapweed		Centaurea virgata
Wooly distaff thistle		Carthamus lanatus
Yellow starthistle	T	Centaurea solstitialis

“B” Designated

Common Name		Scientific Name
Bull Thistle		Cirsium vulgare
Canada Thistle		Cirsium arvense
*Cotoneaster		Cotoneaster franchetii, lacteus
English Ivy	T	Hedera helix
*European Beach Grass	T	Ammophila arenaria
*English holly		Liex aquifolium
French Broom	T	Cytisus monspessulanas
Gorse	T	Ulex europaeus
*Hedgehog dogtail	T	Cynosurus echinatus
Himalayan (Armenian) Blackberry	T	Rubus armeniacus
Italian Thistle		Carduus pycnocephalus
Jubatagrass	T	Cortaderia jubata, selloana
Japanese Knotweed	T	Polygonum cuspidatum
Meadow Knapweed		Centaurea moncktonii
Milk Thistle		Silybum marianum
Poison Hemlock		Conium maculatum
*Reed canarygrass	T	Phalaris arundinacea
Scotch Broom	T	Cytisus scoparius
Tansy Ragwort		Senecio jacobaea
*Yellow Bush lupine	T	Lupinus arboreus

“T” designated weeds

Under Consideration

*Mimosa (B) Silver Wattle	Acacia dealbata
*Red Valerian (Jupiter’s beard) (A)	Centranthus ruber
*Sweet clover (White) (A)	Melilotus alba
*Sweet Fennel (B)	Foeniculum vulgare
*Prickly Moses (A)	Acacia verticillata

EXHIBIT D

COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING FEDERAL GRANT FUNDS and PUBLIC CONTRACTS.

PUBLIC CONTRACTS

THE FOLLOWING PROVISIONS 1-10 APPLY TO WORK ORDERS FOR NON-PUBLIC WORKS PROJECTS

1. Generally

Contractor shall keep itself fully informed of and shall fully comply with all federal, state, regional, and local laws, rules, regulations, ordinances, and orders pertaining in any manner to this Contract and the rules, regulations and orders of any agency or authority having jurisdiction over the work under this Contract or persons employed or engaged therein. Contractor shall pay all taxes, including federal, state, regional, county, and city taxes, and taxes of any other governmental entity, applicable to the services performed or materials provided under this Contract. All permits, licenses, and fees necessary for prosecution and completion of the Work shall be secured and paid for by Contractor, unless otherwise specified by District.

The following paragraphs include, without limitation, the standard contract clauses that are required in every public contract in accordance with the **Oregon Revised Statutes**. As such these paragraphs are applicable, to the extent they apply, to this Contract. This Contract shall include by reference any other standard contract clauses required by federal, state, and local laws, ordinances, and regulations.

2. Prompt Payment

Contractor shall promptly pay as due all of its obligations arising out of or in connection with the Work, including, but not limited to, payments (1) to all persons supplying to Contractor labor, equipment, services, or materials for the performance of the Work; (2) of all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Work; and (3) to the Department of Revenue of all sums withheld from employees under ORS 316.167.

3. Hours of Labor

Pursuant to ORS 269B.020, Contractor shall ensure that no person is employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020 or in the employees' collective bargaining agreement.

The contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

The contractor may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

Each employer performing work under this Agreement must give written notice to employees who work on the project of the number of hours per day and days per week that the employees may be required to work. Such notice must be given either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees.

4. Workers' Compensation

Pursuant to ORS 279B.230(2), the Contractor attests that it is either a subject employer required to comply with ORS 656.017 (worker's compensation), or an employer that is exempt under ORS 656.126. If Contractor employs subject Workers who provide Work under this Agreement in the State of Oregon, Contractor shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

5. Prompt Payment for Medical Services

Pursuant to ORS 279B.230(1), the Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

6. Compliance with Laws/Tax Laws

Contractor shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, orders, and rulings including, without limitation, those governing labor, materials, equipment, construction procedures, safety, health, sanitation, and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend District

from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its subcontractors or suppliers at any tier. Contractor must also comply with all Oregon Tax Laws.

7. Material Salvage

To the extent that the scope of the work for this Contract requires demolition, Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective.

8. Composting

To the extent that the scope of the work for this Contract requires lawn and landscape maintenance, the Contractor must compost or mulch yard waste material at an approved site, if feasible and cost-effective.

9. Recycled Materials

As required by ORS 279A.125, in the performance of this Agreement, Contractor shall use recycled products to the maximum extent economically feasible.

10. Liens

Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof on account of any labor or materials furnished.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS

**PROVISIONS 1-10 AND PROVISIONS 11 - 34 APPLY WHEN APPLICABLE TO WORK ORDERS
FOR NON-PUBLIC WORKS PROJECTS THAT ARE SUBJECT TO FEDERAL GRANTS**

11. In addition to other provisions required by the Federal agency or non-Federal entity and the terms of the Master Contract, the following provisions are hereby incorporated by reference or by amendment to the Work Order, as applicable.
12. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The Master Contract contains these provisions except as amended herein.
13. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. If the Work Order, including amendments, is more than \$10,000, Paragraph 14 of the Master Contract is hereby amended to add the following as the second sentence in the first paragraph:

“District reserves the right to immediately terminate the Work Order if there is a breach or default of the Work Order or Master Contract by Contractor if Contractor fails to: 1) meet the schedules, deadlines, and/or delivery dates within the time specified in the Work Order; or 2) otherwise perform in accordance with the Work Order.”
14. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

If this Work Order, including amendments, is for more than \$10,000 and considered a federally assisted construction contract, then Contractor shall comply with Executive Order

11246 entitled "Equal Employment Opportunity," as amended by Executive Order 111375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

15. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Not applicable.
16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The following provision is added to the Work Order:

17. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

If the Work Order, including amendments, exceeds \$100,000 and involves the employment of mechanics or laborers, Contractor certifies that it will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
18. Rights to Inventions Made Under a Contract or Agreement. Not applicable.
19. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.

1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

20. If the Work Order, including amendments, exceeds \$150,000, Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to District and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$150,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.
21. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency (collectively, Excluded) and will remain from being so Excluded during the term of the Work Order.
22. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The following certification is added to Work Orders, including amendments, exceeding \$100,000:

Pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), when federal funds are expended by District, Contractor certifies by signing the Work Order that during and after the awarded term of the Work Order Contractor is in compliance with all

applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
Contractor further certifies, to the best of Contractor's knowledge and belief that:

23. No federal appropriated funds have been paid or will be paid for on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of a Federal contract, grant, loan, or cooperative agreement.
24. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
25. Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
26. Resource Conservation and Recovery (2 CFR § 200.322) Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.
27. Records Retention Requirements for Contracts Involving Federal Funds (2 C.F.R. §200.333). Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after District has received payment, and all other pending matters are closed.
28. Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).
29. Certification of Access to Records (2 C.F.R. §200.336). Contractor agrees that the Inspector General of the granting Agency or any of their duly authorized representatives shall have

access to any books, documents, papers and records of Contractor that are directly pertinent to Contractor's discharge of its obligations under the Work Order for the purpose of making audits, examinations, excerpts and transcriptions. The right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion relating to such documents.

30. Audits. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
31. Applicability to Subcontractors. Contractor agrees that all contracts it awards pursuant to the Work Order shall be bound by the terms and conditions contained in this Exhibit D
32. Whistleblower Protection. If the amount of the Work Order or Contract is more than \$250,000, Contractor and all subcontractors shall comply with the requirements of 41 USC 4712 and will notify their employees and require their subcontractors to notify their employees, in writing, of the employee whistleblower rights and protections under 41 USC 4712.
33. Pre-existing Confidentiality Agreements. District hereby notifies Contractor that any existing internal confidentiality agreements regarding the reporting of fraud, waste or abuse are no longer in effect as they apply to work under this Work Order.