

REQUEST FOR PROPOSALS

FOR HAZARDOUS FUELS REMOVAL ON CROOK COUNTY PROPERTY AND OTHER PRIVATE LANDS WITHIN CROOK COUNTY

DEADLINE DATE: Friday, April 21, 2017
DEADLINE TIME: 4:00 P.M.

PLACE: Crook County Administration
300 NE Third St., Room 10
Prineville, OR 97754

PHONE: (541) 447-6555

REQUEST FOR PROPOSALS

CONTRACTORS FOR HAZARDOUS FUELS REMOVAL ON CROOK COUNTY PROPERTY AND OTHER PRIVATE LANDS WITHIN CROOK COUNTY

Notice is hereby given that Crook County, a political subdivision of the State of Oregon, will receive proposals per specifications until 4:00 P.M., Friday, April 21, 2017, for the removal of hazardous fuels located on privately and publically owned land located in Crook County, see Attachment D for map.

No proposals received after that time will be considered.

The **purpose** of this solicitation is to create pools of contractors qualified to treat and remove hazardous wildland fuels as described in the Scope of Services/Work Components (Attachment B), on Crook County property and private lands located in Crook County. **A few of these properties are vacant lots but the majority have homes and improvements.** The selected contractors will remain in "qualified pools" for a period of one year and individual service contracts will be awarded based on qualifications and best value quotes from the contractors. Qualified pools will be determined based on quotes received for the following services:

1. Road-side chipping
2. Road-side brush mowing
3. Manual/chainsaw limbing and thinning
4. Combination treatment for residential parcels: chipping, limbing, and thinning; brush cutting/mowing

This bid component may be utilized on an intermittent Call-When-Needed basis to meet the program's needs.

The Contractor may choose to bid on any or all of the above services.

The Contractor shall provide a (one-page maximum) past history of similar work with references. If available, include experience and training on implementation of Oregon Department of Forestry "SB360" fuels treatment program or similar program.

The Contractor's work must be in accordance with all State and Federal laws.

The Contractor will provide proof of insurance as described in the Standard Provisions listed in the Agreement.

Questions about the scope of the project should be directed to John Jackson, Project Coordinator, at (541) 410-9686, or email: info@singletreeconsulting.com. Proposals are to be addressed to: Crook County Counsel, Attn: Hazardous Fuels RFP, 300 NE Third St., Rm. 10, Prineville, OR 97754.

This **is not** a public works contract subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 276a).

Upon receipt of price quotes, the Project Coordinator and a bid review committee will evaluate and establish the pool of qualified contractors. Several general work areas (Attachment D) have been identified and individual service contracts will be awarded from the qualified pool based on the specific work to be accomplished within the work areas. The County reserves the right to reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and reject for good cause any and all proposals upon the finding that it is in the public interest to do so and waive any and all informalities.

AUTHORIZATION FOR SERVICES

CONTRACTOR: _____ [TEMPLATE – Do Not Sign] _____ DATE: _____ *

ADDRESS: _____ * _____
Street Address City State Zip

PHONE NUMBER: _____ * EMAIL: _____ *

The signing of this Contract (“Agreement”) by _____ (hereinafter “**CONTRACTOR**”) and Crook County, a political subdivision of the State of Oregon (hereinafter “**COUNTY**”), authorizes **CONTRACTOR** to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** The services as described herein are to be provided by **CONTRACTOR** in connection with a Project identified as follows: Removal of hazardous natural fuels in specified areas of Crook County.
2. **DURATION:** This Agreement shall run from date of last signature hereto (“effective date”) through _____, 2018, unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** **CONTRACTOR** will perform the following services: Removal of hazardous natural fuels as described in the Scope of Services (Attachment B).
4. **FEE FOR SERVICES:** **CONTRACTOR**’s fee for the services identified in the attached Proposal Response (Attachment A).
5. **EXTRA SERVICES:** **CONTRACTOR** may also perform Extra Services (services not specified in the Scope of Services), provided **CONTRACTOR** and **COUNTY** have agreed in advance and in writing to the scope and fees for such Extra Services.
6. **ATTACHMENTS:** The following documents attached to this Agreement are incorporated herein and by this reference made part hereof: *

- | | |
|--|--|
| <input type="checkbox"/> Special Environmental Provisions | <input checked="" type="checkbox"/> Other: Crook County Fire Ready Homeowner’s Guide (Attachment C) |
| <input checked="" type="checkbox"/> Proposal Response (Attachment A) | <input checked="" type="checkbox"/> Other: General Work Area Map (Attachment D) |
| <input checked="" type="checkbox"/> Scope of Services (Attachment B) | <input type="checkbox"/> Personnel Rates and Expenses |
| <input checked="" type="checkbox"/> Task Order Authorization (Attachment B-1) | |

[**Note:** A task order in the form attached as Attachment B-1 will be issued when each specific request for services is made. Each task order shall further define the Scope of Services to be performed by **CONTRACTOR**. More than one task order may be issued during the term of the Agreement.]

STANDARD PROVISIONS

7. **SUBMITTAL OF W-9 BEFORE PAYMENT:** **CONTRACTOR** must provide **COUNTY** with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. **CONTRACTOR** will not be paid until a fully completed W-9 form is submitted.
8. **INDEPENDENT CONTRACTOR:** It is understood and agreed that **CONTRACTOR**, while performing services pursuant to this Agreement, is at all times acting and performing as an independent **CONTRACTOR**.
9. **TAX DUTIES AND LIABILITIES:** Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by **COUNTY**. **CONTRACTOR** is responsible to pay, according to law, **CONTRACTOR**’s income tax and self-employment tax, if applicable.

10. **CONFIDENTIALITY:** During the course of performance of work under this Agreement, **CONTRACTOR** may receive information regarding organizations and **COUNTY**'s business practices, employees, clients, etc. **CONTRACTOR** agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
11. **AUTHORIZED SIGNATURES REQUIRED:** Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the **COUNTY**. All persons doing business with the **COUNTY** shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the **COUNTY** has been duly authorized.
12. **PAYMENT BY COUNTY:** **COUNTY** will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.

Invoices shall contain the following information:

- Date of invoice.
 - Time of dispatch and completion.
 - Equipment & Labor hours.
 - Location of work.
13. **INDEMNIFICATION:** **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of **CONTRACTOR**, for its employees, servants or agents.
 14. **COMPLIANCE WITH THE LAWS:** **CONTRACTOR** agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.
 15. **PROTECTION OF PERSONAL INFORMATION:** If **CONTRACTOR** obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, **CONTRACTOR** agrees to provide appropriate safeguards to protect the security of this information. **CONTRACTOR** shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622.
 16. **CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING:** Pursuant to ORS 279B.220, **CONTRACTOR** shall:
 - (a) Make payment promptly, as due, to all persons supplying to the **CONTRACTOR** labor or material for the performance of the work provided for in the Agreement;
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from the **CONTRACTOR** or subcontractor incurred in the performance of the Agreement;
 - (c) 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 material furnished; and
 - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
 17. **CONDITIONS CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION:** Pursuant to ORS 279B.230, **CONTRACTOR** shall:
 - (a) 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 **CONTRACTOR**, of all sums that **CONTRACTOR** agrees to pay for the services and all monies and

sums that **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; and

- (b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
- 18. **ENTIRE AGREEMENT:** This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.
- 19. **AMENDMENTS:** This Agreement may be supplemented, amended, or revised only in writing signed by both parties.
- 20. **ASSIGNMENT:** **CONTRACTOR** may not assign this Agreement, in whole or in part, without the prior written consent of **COUNTY**.
- 21. **SUB-AGREEMENTS:** If this project is funded in whole or in part with grant funds received by **COUNTY**, **CONTRACTOR**, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
- 22. **EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES:** **CONTRACTOR** will provide all equipment, tools, materials or supplies necessary to fulfill **CONTRACTOR**'s obligations under the terms of this Agreement.
- 23. **TERMINATION:**
 - (a) Either party may terminate this Agreement after giving ten (10) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the ten (10) day period after notice of intent to terminate without cause has been given;
 - (b) With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
 - (c) Notwithstanding any other provision of this Agreement, **COUNTY** shall not be obligated for the **CONTRACTOR**'s performance hereunder or by any provision of this Agreement during any of **COUNTY**'s future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in **COUNTY**'s budget for such future fiscal year.

In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

- 24. **NO AUTHORITY TO BIND CROOK COUNTY:** **CONTRACTOR** has no authority to enter into contracts on behalf of **COUNTY**. This Agreement does not create a partnership between the parties.
- 25. **HOW NOTICES SHALL BE GIVEN:** Any notice given in connection with this Agreement must be in writing and be delivered by hand delivery to the party, or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 N.E. 3rd Street, Room 10, Prineville, OR 97754.
- 26. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
- 27. **SEVERABILITY:** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.

28. **INSURANCE AND LICENSE:** At all times work is performed under this Agreement, **CONTRACTOR** must be licensed and must maintain Commercial General Liability insurance with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate, containing the complete statement "*Crook County is named as an additional insured,*" it being the intent of the parties that the **CONTRACTOR**'s insurance will provide contractual liability and additional insured coverage for **COUNTY** consistent to cover **CONTRACTOR**'s indemnity obligations under the "INDEMNIFICATION" paragraph of this Agreement.

CONTRACTOR must provide **COUNTY** with evidence of insurance, with an endorsement requiring at least ten (10) days' notice to **COUNTY** before cancellation or modification of the insurance coverage, prior to performing under this Agreement, and must maintain the certificate's effectiveness through the term of the Agreement and any extensions thereof.

If **CONTRACTOR** fails at any time to provide **COUNTY** with a then-current certificate of insurance, **COUNTY** may immediately suspend all payments to **CONTRACTOR**, in addition to all other remedies available to it in law or equity, including but not limited to immediate termination of this Agreement. No interest will accrue for any suspended payment.

COUNTY's failure to request, review, or comment on any such certificate(s) does not affect **COUNTY**'s rights or **CONTRACTOR**'s obligations hereunder.

29. **ATTORNEY FEES:** In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
30. **WAIVER:** The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
31. **HOURS:** Pursuant to ORS 279B.235, with certain exceptions listed below, **CONTRACTOR** shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases person shall be paid at least time and a half for:
- (a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or
 - (b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and
 - (c) All work performed on the day specified in ORS 279B.020(1).
 - (d) **CONTRACTOR** shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts), including contracts involving collective bargaining agreements and contracts for services; and
 - (e) **CONTRACTOR** must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
32. **TAX CREDIT/DEDUCTIONS:** Should **CONTRACTOR** become entitled to tax credits or tax deductions directly attributable to the costs of energy-efficiency attributes included in the project, such as those provided for in IRS Notice 2008-40, **CONTRACTOR** and **COUNTY** agree to share equally in any net tax benefit received by **CONTRACTOR**. For the purposes of this provision:

- (a) “net tax benefit” means the reasonable estimate of the net reduction in **CONTRACTOR**’s tax liability for the current period, including any tax benefit, reduced by **CONTRACTOR**’s reasonable costs for applying for and calculation the benefit, and
- (b) “reduction in **CONTRACTOR**’s tax liability” means a reduction in the amounts due or to become due for federal and state income taxes of **CONTRACTOR, CONTRACTOR**’s subcontractors, its partners, members, and shareholders.

33. **COUNTERPARTS:** This Professional Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

CONTRACTOR and **COUNTY** acknowledge that they are in agreement with the terms and conditions set forth in this Professional Services Contract.

ACCEPTED FOR COUNTY

Crook County Court

 Seth Crawford, County Judge
 Date _____

 Jerry Brummer, County Commissioner
 Date _____

 Brian Barney, County Commissioner
 Date _____

ACCEPTED FOR CONTRACTOR

*

 [TEMPLATE – Do Not Sign]

 (printed name)

Title: _____

Date: _____

PROPOSAL RESPONSE

PROJECT: Hazardous Fuels Removal on Crook County Property and Other Private Lands Within Crook County

Contractor agrees that if this proposal is accepted, it will supply all material and labor required to complete the work as specified in the Standard Provisions listed in the Agreement, Scope of Services (Attachment B), and the Crook County Fire Ready Homeowners' Guide (Attachment C), attached hereto and incorporated herein.

Contractor further agrees that all of the applicable provisions of Oregon law relating to public contracts are by this reference incorporated in and made a part of this proposal. Contractor must be licensed and bonded and must provide proof of insurance as described in the Standard Provisions in the Agreement and are by this reference incorporated herein.

This **is not** a public works contract subject to ORS 279C.800 *et seq.* or the Davis-Bacon Act (40 U.S.C. 276A). Completion dates of the work to be performed will be negotiated for each individual service contract. However, completion date may be adjusted due to any fire restriction requirements, wet weather, or other restrictions in the Work Areas. Proposals will be received by sealed bid at the Crook County Courthouse, 300 NE Third St., Rm. 10, Prineville, Oregon 97754, until but not after 4:00 p.m. on Friday, April 21, 2017. Bids sent electronically (via fax or email) will not be considered. All bids should include a Notice of Compliance with Oregon Workers' Compensation laws.

Because of the complexity of wildland fuels and the varied costs associated with removal, please consider offering a range of bid prices for each service to be provided. All mileage costs should be included in the bids. These ranges will be used to establish the qualified bidder pools.

- 1. "Full Service" Option: Combination: Chipping, Ladder Fuel Limbing & Thinning, Brush Mowing:

Cost per hour: _____

Chipping and Removal

- A. Cost per Operating Hour: \$ _____ [Equipment and two (2) personnel]
- B. Cost per Hour: \$ _____ [Two (2) additional personnel when authorized]

- 2. Brush Mowing – Cost per Acre: \$ _____

- 3. Chainsaw Thinning/Ladder Fuel Limbing – Road R/W and Parcels: Cost per Acre: \$ _____

Contractors with specialized equipment (ex. Bucket trucks, heavy duty loaders, dump trucks, etc.) are encouraged to provide staffed equipment per hour rates:

Equipment: _____ # Personnel: _____ Cost/hour: _____
Equipment: _____ # Personnel: _____ Cost/hour: _____

PLEASE NOTE: Items #1 are costs per hour. Items #2 and #3 are costs per acre.

The name of the Contractor and contact information of who is submitting this Proposal is:

Submitted by: _____ Contact's Name: _____
Address: _____
Phone number: _____ Email: _____

This address where all communications concerning this Proposal shall be sent.

IN WITNESS HERETO, the undersigned has set his/her hand this _____ day of _____, 2016.

Signature of Contractor (printed name) Title

SCOPE OF SERVICES

Scope Of Work Components-FEMA PDM 2010 GRANT

1. Scope of Contract

Crook County is conducting a hazardous natural fuels treatment program utilizing funds received under a pre-disaster mitigation (PDM) grant from FEMA. The operating areas are predominately areas of wildland-urban interface (WUI) where residential development and/or areas of critical infrastructure are intermixed with substantial amounts of wildland vegetation. The purpose of the grant is to remove or otherwise mitigate the hazardous vegetation to reduce the risk of high-intensity wildfire and enhance public safety.

Under the provisions of the grant, landowners will be required to contribute not less than 25 percent of the total cost of the treatment on a per acre basis. This obligation will typically be met through cutting, trimming or otherwise removing vegetation to establish defensible space around buildings and along travel routes and then piling the debris for chipping/removal.

The work to be performed by contractors will include treatment and removal of the above-referenced debris piles within identified work areas as well as additional vegetation removal tasks that may exceed the capacity of the landowner, or work as described in **Projects Components A, B and C**. Work components will be assigned by the Project Coordinator. Work areas are listed below in Section 2. Quotes will be taken for individual project components. Contractors may bid on one or all of the project components described in Section 3. Pools of qualified bidders will be established for each Project Component.

Contractors must be able to certify and /or demonstrate competency, training and/or experience in application of the wildland-urban fuels treatment concepts embodied in the Oregon Department of Forestry SB360 training program or equivalent. On-site supervisors must have a full working knowledge of these treatment objectives.

Note: Certain aspects of these work components may have seasonal limitations based on weather, soil conditions, fire season and/or other environmental limitations as identified by FEMA in the final Environmental Assessment document.

2. Project Work Area Locations and Accessibility

Work areas are located in portions of Crook County as described in the FEMA grant application:

- a. Airport Project Area
- b. Grizzly Project Area
- c. Juniper Canyon Project Area
- d. Marks Creek Project Area
- e. Millican Road Project Area
- f. Ochoco Reservoir Project Area
- g. Powell Butte 1 Project Area
- h. Powell Butte 2 Project Area

All work areas may be reached by roads that are accessible by a standard two-wheel drive vehicle during normal operating seasons. No vehicles will be permitted to operate off of public/private roads without prior approval of the Project Coordinator and private landowners.

3. Project Components

The majority of the anticipated work to be completed will be comprised of a mixture of debris pile chipping/disposal, some saw work and some brush mowing to assist landowners who have already met their 25% match requirement or who may not be able to meet that match requirement due to either fiscal or physical limitations (“Full Service” option). Work will vary depending on the identified vegetation treatment needs identified by the Project Coordinator during a pre-operation inspection with the landowner.

Depending on the needs of the project, contractors may be assigned to conduct all needed services within a portion of or all of a project area (multiple ownerships). This approach will be used where it maximizes efficiency to better meet the needs of the landowners and the project.

A. “Full Service” Option

Under the “Full Service” option, Contractor will provide the following services:

I. Roadside Chipping. Contractor will chip and remove limbs, brush and other vegetation debris from landowner or from other hazardous fuels removal/defensible space work accumulated along roadsides as a result of this project.

The minimum specifications for roadside chipping include:

i. Chipper/truck combination suitable for work along roads in various areas within the project area. Chipper minimum power rating of 35 HP or equivalent PTO capacity is required. If not desired by the landowner for personal use, debris must be chipped and transported to the Crook County Landfill for recycling or other sites as determined by the Project Coordinator.

ii. For operations during fire season, provide at a minimum a 250 gallon “slip-on” fire suppression unit capable of immediate fire suppression action if needed. PTO or stand-alone gasoline-powered pump options are acceptable. Equipment must pass a functional inspection by the Project Coordinator. If operating within the Oregon Department of Forestry Protection District contractors will have to comply with all provisions of the Industrial Fire Regulations including a water supply of not less than 300 gallons on a self-propelled vehicle. Contractors may also be subject to fire equipment inspections by ODF. The project coordinator will advise contractors when they need to comply with those standards.

iii. Minimum of two personnel.

II. Manual/Chainsaw Limbing and Thinning. Contractor will conduct needed saw work in support of defensible space fuels treatment as identified by the Project Coordinator on landowner parcels. Debris will be treated together with debris from landowner work.

III. Brush Mowing. Contractor will provide mowing as needed and assigned by Project Coordinator. This work is anticipated to be relatively light, suitable for manual gasoline brush cutters/“weed eaters” on individual parcels in establishment of defensible space around buildings.

B. “Partial Service” Options

I. Manual/Chainsaw Limbing and Thinning **Only**. Contractor will conduct manual hazardous vegetation treatments along designated roads in various project areas and create defensible space around structures and areas containing critical infrastructure on designated private parcels within the various project areas. It is anticipated that the majority of this work

will be conducted with chain saws or other similar gasoline-powered devices and hand tools. Slash and other treatment residue will be piled adjacent to roads for subsequent chipping and disposal.

II. Roadside Brush Mowing **Only**. Contractor will conduct mechanical mowing within road right-of-ways on designated roads within various project areas. This work will predominately consist of mowing sagebrush that encroached into the right-of-ways. This work will have to be completed prior to or after dry conditions/fire season as specified by the Project Coordinator based on consultation with Crook County Fire and Rescue. Routes and segments within those routes identified for treatment will be designated by the Project Coordinator.

III. Roadside Chipping **Only**. Contractor will chip and remove limbs, brush and other vegetation debris from landowner or from other hazardous fuels removal/defensible space work accumulated along roadsides as a result of this project.

The minimum specifications for roadside chipping include:

i. Chipper/truck combination suitable for work along roads in various areas within the project area. Chipper minimum power rating of 35 HP or equivalent PTO capacity is required. If not desired by the landowner for personal use, debris must be chipped and transported to the Crook County Landfill for recycling or other sites as determined by the Project Coordinator.

ii. For operations during fire season, provide at a minimum a 250 gallon "slip-on" fire suppression unit capable of immediate fire suppression action if needed. PTO or stand-alone gasoline-powered pump options are acceptable. Equipment must pass a functional inspection by the Project Coordinator. If operating within the Oregon Department of Forestry Protection District contractors will have to comply with all provisions of the Industrial Fire Regulations including a water supply of not less than 300 gallons on a self-propelled vehicle. Contractors may also be subject to fire equipment inspections by ODF. The project coordinator will advise contractors when they need to comply with those standards.

iii. Minimum of two personnel.

4. Contractor Obligations

A. The Contractor shall furnish all labor, tools, supplies, materials, supervision, and incidentals to perform the contract work as set forth in this Scope of Work.

B. The Contractor shall provide employees with sufficient skill and experience to properly perform the work assigned to them and meet the standards listed in "1. Scope of Contract" shown above.

C. Contractor shall, without additional expense to the County, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and local laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence.

5. Work Area Treatment

A. Mowing - mechanically cutting, chopping, grinding, masticating or otherwise reducing the height of small diameter wildland fuels to a height of 4 inches or less.

B. Slash -- "slash" is considered all vegetative material including cull logs, blasted or pushed out stumps, chunks, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed

reproduction, saplings or poles which were created or disturbed by any type of vegetative cutting, clearing, construction, or cultural treatment. Any portions of trees or snags that were previously felled are considered to be part of the slash.

Slash shall be treated and removed from the site in a manner approved by the Project Coordinator according to the contract and specifications. Removal methods may include: chipping, firewood, post, pole, whole tree removal, and transportation to co-generation facilities.

C. Treatments on Private Properties

I. Private Property. On private property, treatments will meet or exceed the standards outlined in the Crook County Fire Ready manual (Attachment C). Such treatments will include:

- i. Establishing a primary fuel break around structures;
- ii. Establishing a secondary fuel break around structures (where determined as necessary by the Project Coordinator);
- iii. Removing tree branches within 10 feet of chimneys;
- iv. Removing any dead vegetation that overhangs a roof;
- v. Removing flammable materials from under decks and stairways; and
- vi. Moving firewood 20 feet away from structures.

II. Vacant Lots. On vacant lots, 100% of the fuels will be treated by a combination of thinning, mowing, tree removal, chipping, grinding, pruning, or other means identified by the Project Coordinator.

D. Other

Treatments as may be prescribed by the Project Coordinator.

6. Fire Prevention

As we approach fire season, good fire prevention work practices and equipment maintenance will be of the utmost importance. Contractor will be required to comply with the following fire prevention practices:

A. All exhaust systems must be maintained in good operating condition. Generally, vehicles operating on "public roads" which are equipped with muffler and exhaust system meet this requirement. Any equipment equipped with a spark arrester should have the spark arrester serviced and cleaned out routinely. Engines (pumps) used on your fire unit are exempt from the spark arrester requirement, but a factory installed or equivalent muffler is required.

B. Saws-Chain/power saws must be equipped with a screen with openings no greater than 0.023 inch openings and must not have bypass "knock-outs" in the muffler to bypass the screen.

C. During fire season, or at Project Coordinator's direction, Contractors must co-locate a 250-gallon fire suppression unit with their chipper when it is operational. Contractors should not hesitate to use the unit to keep radiators blown-out and "belly-pan" areas clean during the operational day as long as at least 200 gallons is retained for suppression needs. Clean, cool-running equipment is less apt to be the source of an ignition. The fire unit should be "topped off" prior to the next period of operation when used in this manner. If operating within the Oregon Department of Forestry Protection District contractors will have to comply with all provisions of the Industrial Fire Regulations including a water supply of not less than 300 gallons on a self-propelled vehicle. Contractors may also be subject to fire equipment inspections by ODF. The project coordinator will advise contractors when they need to comply with those standards.

D. Comply with all other applicable fire prevention requirements imposed by state law.

7. Damage to Physical Improvements

A. Contractor shall exercise extreme care to prevent damage to all physical improvements (roads, fences, ditches, structures, etc.), either publicly or privately owned, on the contract area. Contractor shall be held responsible for immediate repairs to damaged physical improvements.

B. Contractor shall restore to the original condition, all water bars and road barriers on skid trails and roads that have been damaged by contractor's operations.

8. Inspection of Services

A. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Project Coordinator during contract performance and for a period of no shorter than three (3) years after completion of the project.

C. The County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The County shall perform inspections and tests in a manner that will not unduly delay the work. County's inspection(s) shall not relieve Contractor of responsibility for the proper performance of the work or for conditions, damages, or injuries that arise from the work.

9. County Inspection

A. The County may conduct verification inspections of thinning and mowing to determine compliance with specifications. The Contractor or a designated representative is encouraged to observe inspections while they are underway.

B. If the County's verification inspections reveal work is not being accomplished in accordance with specifications, the Project Coordinator will immediately notify the Contractor in writing and order improvement in the quality of work. If the quality of deficient work is not raised to an acceptable standard within one workday after receipt of notice in writing, the Contractor's right to proceed may be terminated and the contract considered in default.

10. Re-inspection Upon Contractor's Request – If the original verification inspection results are unacceptable to the Contractor, a re-inspection may be requested. Requests for re-inspection must be made in writing within five days after receipt of initial inspection results.

11. Other – During wet weather and/or winter operations, to protect soils from displacement and the spread of noxious weeds, all mechanized operations will occur on either frozen ground or in a manner to minimize soil erosion, rutting or displacement. On-site inspections by County will establish specific standards for mechanized operations. During wet weather events, mechanized operations will be curtailed or halted and can only commence after Project Coordinator approval.

TASK ORDER AUTHORIZATION

Authorization for Services Agreement between Contractor and Crook County

Project Name: _____

Contractor: _____

Client Contract No.: [Crook County contract number] _____

Task Order Amount: Not to exceed \$_____ without County's prior written consent

Task Order Completion Date: _____

In consideration of the mutual benefits which will incur to the parties hereto, this Task Order Authorization is made pursuant to all articles of the above-referenced Authorization for Services and, upon signature by both parties, shall become effective and made an integral part of entire Authorization for Services agreement between Contractor and Crook County.

TERMS OF THIS TASK ORDER AUTHORIZATION:

This Task Order Authorization is governed by the provisions of the underlying Authorization for Services, including the scope of services as outlined in the Proposal Response and Billing Rates submitted by Contractor that are attached hereto and incorporated by this reference.

Crook County and Contractor hereby agree to all provisions of this Task Order Authorization.

CROOK COUNTY:

CONTRACTOR:

BY: _____

(print name)

BUSINESS
NAME: _____
BY: _____
(signature)

TITLE: _____

(print name)

DATE: _____

DATE: _____

Address: 300 NE Third St., Rm. 10
Prineville, OR 97754
Phone: (541) 447-6555
Fax: (541) 416-3891

Address: _____

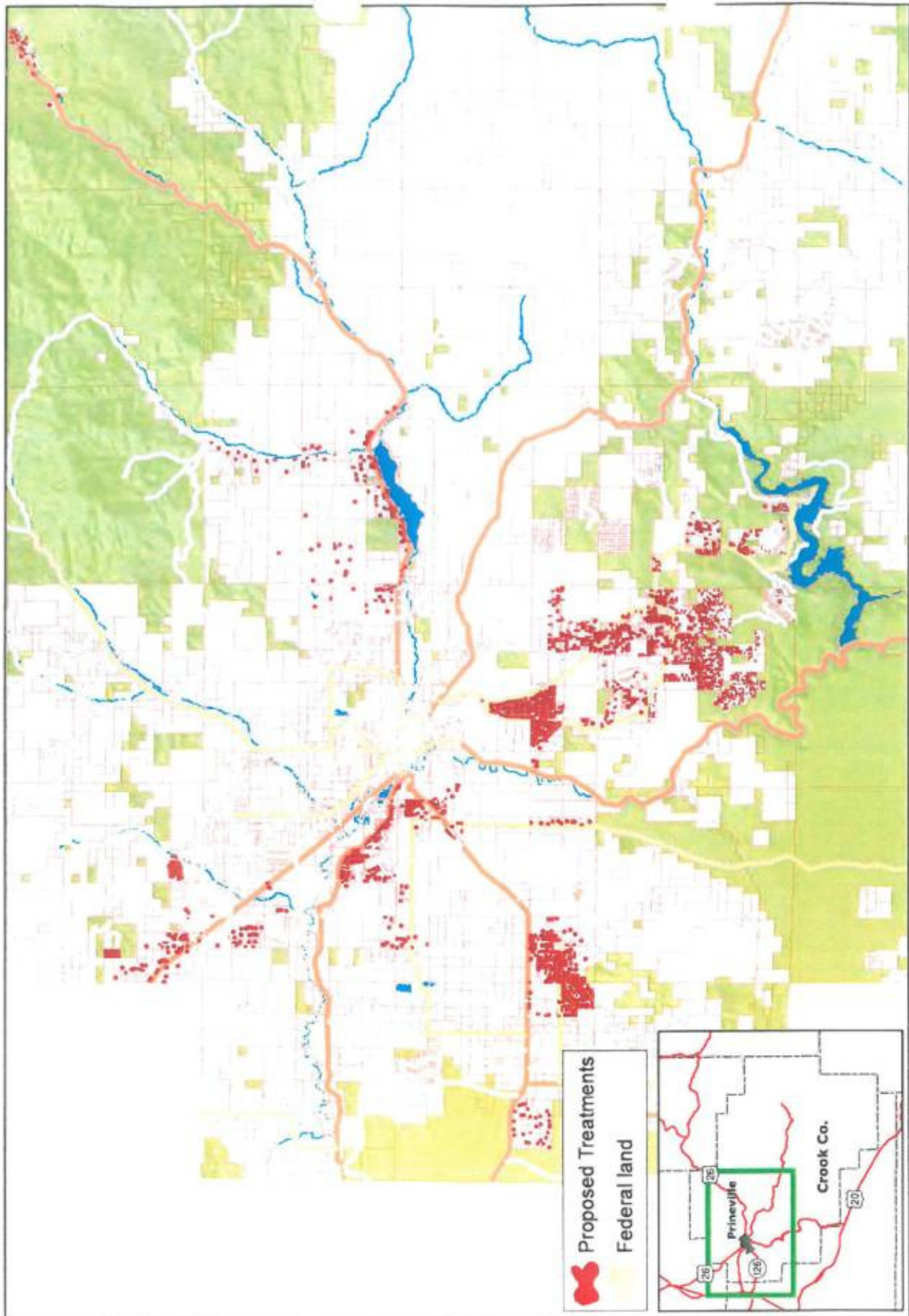
Phone: _____

OREGON DEPARTMENT OF FORESTRY
Crook County Fire-Ready Treatment Standards

The treatment standards identified in the Crook County Fire-Ready Homeowner's Guide are adapted from the standards of the Oregon Department of Forestry Senate Bill 360/Oregon Forestland-Urban Interface Fire Protection Act of 1997. These standards have been included in the Crook County Community Wildfire Protection Plan as a county-wide desired condition. The majority of this work will be conducted by homeowners. They will apply where successful bidders are utilized to create defensible space around structures where landowners are unable to conduct the work. In these events, the Project Coordinator will provide specific instructions.

These standards include, but are not limited to the following:

- Establish a primary fuel break of 50 feet around structures;
- Create fuel breaks around driveways longer than 150 feet;
- Remove tree branches within 10 feet of chimneys;
- Remove any dead vegetation that overhands a roof;
- Remove flammable materials from under decks and stairways; and
- Move firewood 20 feet away from structures.



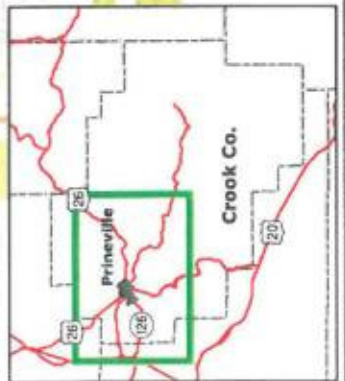
Revised - April 23 2014

Proposed FEMA 2014 PDM Grant Treatment Areas

All Areas

6 Miles

Proposed Treatments
Federal land



CROOK COUNTY GIS HAS MADE EVERY EFFORT TO ENSURE THE ACCURACY OF THE DATA SHOWN ON THIS MAP. HOWEVER, CROOK COUNTY GIS DOES NOT WARRANT THE ACCURACY OF ANY DATA SHOWN ON THIS MAP. THE COUNTY IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY THAT MAY BE CAUSED BY THE USE OF THIS MAP. THE LOCATION OF BOUNDARIES, POINTS AND WORKS, AS WELL AS THE SHAPES AND SIZES OF AREAS, IS NOT GUARANTEED TO BE EXACT. THE LOCATION OF BOUNDARIES, POINTS AND WORKS, AS WELL AS THE SHAPES AND SIZES OF AREAS, IS NOT GUARANTEED TO BE EXACT. THE LOCATION OF BOUNDARIES, POINTS AND WORKS, AS WELL AS THE SHAPES AND SIZES OF AREAS, IS NOT GUARANTEED TO BE EXACT. THE LOCATION OF BOUNDARIES, POINTS AND WORKS, AS WELL AS THE SHAPES AND SIZES OF AREAS, IS NOT GUARANTEED TO BE EXACT.