

REQUEST FOR PROPOSALS

FOR HAZARDOUS FUELS TREATMENT ON DESCHUTES COUNTY PROPERTY AND PRIVATE LANDS WITHIN DESCHUTES COUNTY

DESCHUTES COUNTY FORESTRY

**Ed Keith
DESCHUTES COUNTY FORESTER**

DEADLINE DATE: December 18, 2015
TIME: 3:00 P.M. PACIFIC TIME

PLACE: Deschutes County
Road Department
Attn: Ed Keith
61150 SE 27th Street
Bend, Oregon 97702

PHONE: (541) 322-7117
FAX: (541) 388-2719

REQUEST FOR PROPOSALS

CONTRACTORS FOR HAZARDOUS FUELS TREATMENT ON DESCHUTES COUNTY PROPERTY AND PRIVATE LANDS WITHIN DESCHUTES COUNTY

Notice is hereby given that Deschutes County will receive proposals per specifications until **3:00 P.M. PACIFIC TIME, December 18, 2015** for the treatment or removal of hazardous fuels on Deschutes County property and private lands in Deschutes County.

No proposals will be received or considered after that time.

The purpose of this solicitation is to create a pool of contractors qualified to treat and remove hazardous wildland fuels, as described in the scope, on Deschutes County property and private lands located in Deschutes County. Some of these properties are vacant lots, most will have homes and improvements. After reviewing proposals the County will identify qualified contractors to be listed in a “qualified pool” for the 2016 calendar year. During such year the County will award multiple service contracts to contractors in the qualified pool, based on County’s determination of “best value” proposals for the particular property to be treated.

Contractors who were selected for the qualified pool in 2015 must reapply to be considered and to be placed on the qualified pool for 2016. A new retainer agreement will be issued only after review of the most current proposals to determine whether previously submitted and approved qualifications remain the same. For new contractors, if deemed qualified for the pool, a retainer agreement will be issued after review and approval of their proposals.

The qualified pool will be determined based on proposals received for one or more of the following service categories:

1. Chainsaw thinning, pruning and ladder fuel reduction;
2. Chipping and removal;
3. Brush mowing or mastication;
4. Tub or horizontal grinding;
5. Remove treated fuels and haul to designated disposal sites.

The Contractor shall provide a past history, including references, for work in each service category listed above, for which Contractor would like to be considered. This can include number of years’ experience; experience with different fuel types and fuels treatments, and whether structures were involved; whether Contractor is a Senate Bill 360 certified inspector; types of equipment available; and experience of operators, etc.

Senate Bill 360, officially known as the Oregon Forestland-Urban Interface Fire Protection Act, is fully described in Oregon Revised Statutes 477.015 through 477.061, and Oregon Administrative Rules 629-044-1000 through 629-044-1110.

The Contractor’s work must be in accordance with all State and Federal Laws.

The Contractor will provide proof of insurance as described in Exhibit C but only if selected for a particular service contract, no proof of insurance is required at this point.

Selections for the individual service contracts will be made based on County Forester's determination of "best value" which includes but is not limited to: bids for proposed work, experience with that particular category of service, staffing and/or mobilization capability, available equipment and the ability to provide the service during an appropriate time frame.

This **is not** a public works contract subject to ORS 279C.800 to 279C.987 or the Davis-Bacon Act (40 U.S.C. 276a).

Upon receipt of the proposals, the County Forester will evaluate and establish the pool of qualified contractors. A retainer agreement (Exhibit E) will be issued and signed by selected contractors for a one-year period following establishment of the qualified pool. Individual service contracts will be awarded during the course of the year from the qualified pool based on available funding and the specific work to be accomplished within each Work Area. There may be multiple service contracts within each Work Area. The County reserves the right to reject any and all proposals not in compliance with all prescribed public bidding procedures and requirements, 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.

Acres to be treated and number of projects will be directly related to available funds. Questions should be directed to Ed Keith, Deschutes County Forester, at (541) 322-7117. Proposals are to be sent to Ed Keith, at the Deschutes County Road Department 61150 SE 27th Street, Bend, OR 97702

DATED this 17th day of November 2015

Ed Keith, County Forester

EXHIBIT A

PROPOSAL RESPONSE

PROJECT: HAZARDOUS FUELS TREATMENT ON DESCHUTES COUNTY PROPERTY AND PRIVATE LANDS IN DESCHUTES COUNTY.

Contractor agrees that if this Proposal is accepted, he/she will supply all material and labor required to complete the work as specified in the Scope of Work, Exhibit "B", attached hereto and by this reference incorporated herein. By submitting this Proposal, Contractor is offering to perform work to be specified at a future date (within calendar year 2015) and location at the rate(s) indicated in the Proposal. County shall maintain on file Contractor's Proposal until such time as County identifies a particular project site, time frame and specific categories of service for which County has deemed Contractor to be qualified. At that time County will furnish a personal services contract to Contractor who shall sign the contract and furnish required proof of insurance. Contractor shall not proceed with performance of the contract until after County has executed the contract and issued to Contractor a written notice to proceed.

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 will not be required to post a bond but will be required as part of a service contract to provide proof of insurance as described later in this solicitation.

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).

Completion dates, specific tasks and project locations of the work to be performed will be identified for each individual service contract. However, completion dates may be adjusted due to any fire restriction requirements or wet weather restrictions in the Work Areas.

Proposals must be received at the Deschutes County Road Department, 61150 SE 27th Street, Bend, Oregon 97702 until but not after 3:00 P.M. on December 18, 2015. **Please consider offering a range of bid prices for each service to be provided to accommodate the variability of site conditions from project to project. Service Categories are defined in Exhibit B. All costs, including personnel, equipment and mileage should be included in the bids.**

Service Categories

1. Chainsaw thinning pruning and ladder fuel reduction, **costs per acre**_____;
2. Chipping and removal, **costs per hour**_____;
3. Mowing, **costs per acre**_____;
4. Tub or horizontal grinding, **costs per hour**_____;
5. Remove treated fuels and haul to designated disposal sites, **cost per hour**_____.

The Contractor shall provide a past history, including references, for work in each category of service listed above, for which Contractor would like to be considered. This can include number of years experience; experience with different fuel types and fuels treatments, and whether structures were involved; whether Contractor is a Senate Bill 360 certified inspector; types of equipment available; and experience of operators, etc.

This is the contact information to which all communications concerning this Proposal shall be sent.

The name of the Contractor who is submitting this Proposal:

Submitted by: _____

Address: _____

Email: _____

Date: _____ Phone number: _____ Fax: _____

IN WITNESS HERETO, the undersigned has set his/her hand this ____ day of _____, 20__.

Signature of Contractor

Title

EXHIBIT B

HAZARDOUS WILDLAND FUELS TREATMENT SCOPE OF WORK

A. Contractor shall perform the following work:

1. Scope of Contract

The work performed will include treatment and/or removal of hazardous wildland fuels at particular Work Areas in compliance with the specifications. Proposals will be received for specific service categories. Successful bidder(s) will furnish labor, equipment, supervision, transportation, operating supplies, and incidentals except those items listed as County Services.

2. Location and Description

- (a) Locations: Site maps and specific locations will be provided when each project is bid for a personal services contract.
- (b) Accessibility: No vehicles will be permitted to operate off existing roads without prior approval of the Deschutes County Forester.
- (c) Boundaries: The Work Area boundaries will be identified by the County Forester upon issuance of a contract.

3. Contractor Obligations

- (a) The Contractor shall furnish all transportation, labor, tools, supplies, materials, supervision, and incidentals to perform the contract work as set forth in the specifications.
- (b) The Contractor shall provide employees with sufficient skill and experience to properly perform the work assigned to them.
- (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.

4. Definitions and Technical Specifications

- (a) Basal Area –The cross sectional area of a tree at 4.5 feet above ground.
- (b) Cull Trees - Damaged or defective trees that includes defect or deformity of a tree resulting from such agents as wind, snow, animals, insects, disease, and equipment and evidenced by such things as dead or broken tops or trunks, crooks, and deep scars. Examples of damaged or defective trees include: Trees with crook, sweep, or snow bend; forked trees, one or more forks in the live crown or dead or broken out tops of the bole within thirteen feet of the ground surface; trees that have been severely scarred or cut through the cambium for one half the circumference of the tree; or trees with broken boles, or more than two thirds of the live limbs are broken or missing.

- (c) Damaged Tree – A live tree which, during work is scraped so that wood is exposed for one quarter or more of the stem circumference, or pushed over for ten degrees from vertical axis, or has uprooted or damaged tree roots.
- (c) DBH (diameter at breast height) - Outside diameter of the tree stem at a point four and one-half feet above average ground level.
- (d) Deficient Trees - Those trees cut which should have been left to maintain required basal area.
- (e) Excess Trees - All uncut trees not needed to meet average spacing or basal area requirements specified by the County Forester and those trees defined as cull trees.
- (f) Excessive Damage - an average of four damaged trees per acre will usually be permitted. If the average exceeds this, damage will be considered to be in excess.
- (g) Grinding – using either a tub or horizontal grinder to chip/grind wood products which may be used for either energy generation or other products suitable from this material.
- (h) Ladder fuel - live or dead vegetation that allows a fire to climb up from the ground into the tree canopy. Common fuel ladders include tall grasses, shrubs, and tree branches, both living and dead
- (i) Leave Tree – All trees that are left uncut to meet the average basal area requirements or tree grouping specification and trees over the maximum cut size if specified.
- (j) Mowing—mechanically cutting, chopping, grinding, masticating or otherwise reducing the height of small diameter (generally 4 inches or less) wildland fuels.
- (k) Pruning – Cutting limbs from leave trees according to specifications.
- (l) Slash - 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.
- (m) Thinning - The cutting of trees in excess of those to be left for future management.

5. Work Area and Standards

The Work Area objectives are to treat and/or remove hazardous wildland fuels to a level which will result in fires producing flame lengths of four feet or less. On private property, where structures exist, treatment will meet or exceed Oregon Department of Forestry Senate Bill 360 Standards (Exhibit D). On vacant lots, fuels will be treated by thinning, pruning, ladder fuel reduction, chipping, mowing, grinding, or hauling to disposal sites. Site specific standards will be identified by the County Forester.

Work Area treatments (Service Categories):

(a) Chainsaw Thinning, Pruning and Ladder Fuel Reduction –

- (1) Excess trees shall be cut.
- (2) Stump height of cut trees shall be no higher than three inches above ground level and below the lowest live limb.
- (3) Trees shall be completely severed from the stump.

- (4) No cut tree shall be left suspended in or leaning against a leave tree or tree outside the unit boundary.
- (5) When possible leave trees shall have not less than 50% live crown.
- (6) Residual spacing or basal area will be specified on a site specific basis by the County Forester.
- (7) Limbs shall be pruned to a height of eight feet or one third the height of the tree, whichever is less.
- (8) Brush and small trees less than six feet in height located under the drip line of larger trees and thus act as ladder fuels shall be cut to a height of 4 inches or less and removed.

(b) Chipping and Removal -

Slash will be located along roads, driveways or otherwise accessible by vehicle or mechanized equipment. Slash shall be chipped and removed from the site. In addition to chipping, removal methods may include: firewood, post, pole, or whole tree removal as approved by the County Forester.

(c) Mowing -

Mechanically cutting, chopping, grinding, masticating or otherwise reducing the height (generally to 4 inches or less) of small diameter wildland fuels.

(d) Tub or Horizontal Grinding –

Slash will be located in a central location accessible by large grinding equipment. Either a tub or horizontal grinder is used to chip/grind wood products which may be used for either energy generation or other products suitable from this material. Once the slash is ground it will be removed from the site.

(e) Remove Treated Fuels and Haul to Designated Sites -

Slash and other wildland fuel will be located along roads, driveways or otherwise accessible by vehicle or mechanized equipment. The wildland fuels will be removed and hauled to designated locations. All loads shall be covered and secured while being transported along public roads to the disposal site.

6. Damage to Physical Improvements

- (a) Contractor shall exercise extreme care to prevent damage to all physical improvements (roads, fences, ditches, structures, etc.) on the contract area. As determined by the County Forester, 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.

7. 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 County Forester during contract

performance and for at least three (3) years after completion of the work or in the event of litigation until the litigation is concluded.

- (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.

8. County Inspection

- (a) The County will conduct verification inspections of all fuels treatment activities 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 County Forester will immediately notify the Contractor in writing and order correction in the quality of work. If the quality of deficient work is not raised to an acceptable standard (as determined by the County Forester) within one workday after receipt of notice in writing, the Contractor's right to proceed may be terminated and the contract considered in default.

9. 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.

10. Indemnification and Hold Harmless

- (a) To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- (b) Contractor shall have control of the defense and settlement of any claim that is subject to the above paragraph a, however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.
- (c) To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

11. Contractor not a County Agent

- a) It is agreed by and between the parties that Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under this Contract or exercise any control over the activities of Contractor.
- b) Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265.
- c) Contractor covenants for itself and its successors in interest and assigns that it will not claim or assert that Contractor is an officer, employee or agent of the County, as those terms are used in ORS 30.265.

12. Standard Contract Terms

This contract is subject to the provisions of the Deschutes County Code, Section 2.37.150, which is incorporated herein by reference.

13. 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 Deschutes County will establish specific standards for mechanized operations. During wet weather events, mechanized operations will be curtailed or halted and can only commence after Deschutes County approval. During periods of high fire danger, operation times may be curtailed or mitigation provided as per Oregon Department of Forestry fire prevention requirements.

B. County Services: County shall provide Contractor, at County's expense, with material and services described as follows:

- (a) The County shall inspect the site with the Contractor prior to commencement of work to discuss the project.
- (b) County shall perform periodic inspections to assure quality of work is meeting project objectives.
- (c) For work to be performed on private property, County shall obtain appropriate permission from the property owner or person in charge.
- (d) The County shall provide maps of individual project areas.

QUESTIONS ON TECHNICAL INFORMATION

A STANDARD WILDLAND FUELS TREATMENT CONTRACT IS AVAILALBLE FOR REVIEW UPON REQUEST BY CONTACTING ED KEITH, COUNTY FORESTER AT (541) 322-7117.

Questions relating to materials in the Bid Proposal shall be addressed to:

**Ed Keith, Deschutes County Forester
61150 SE 27th Street, Bend, OR 97702
(541) 322-7117**

EXHIBIT C

DESCHUTES COUNTY SERVICES CONTRACT

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Contractor Name _____

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. . In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name **Deschutes County, its officers, agents, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

\$500,000

\$1,000,000

\$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without at least 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. For commercial general liability coverage, the Certificate shall also provide, **by policy endorsement**, that **Deschutes County, its agents, officers, employees and volunteers are additional insureds** with respect to Contractor's services provided under this Contract. The endorsement must be in a format acceptable to Deschutes County. If requested, complete copies of insurance policies shall be provided to the County.

**EXHIBIT D
OREGON DEPARTMENT OF FORESTRY
SENATE BILL 360 STANDARDS**

The Standards under the Oregon Forestland – Urban Interface Fire Protection Act of 1997 (SENATE BILL 360) which will be applied on private lands where structures exist or that are vacant are:

Classification rating “High”:

- Establish a primary fuel break of 30 feet around structures; Additional 20 feet if structure has wood roofing;
- Create 20 foot fuel breaks (10 feet from each side of center of driveway) around driveways longer than 150 feet;

Classification rating “Extreme”:

- Establish a primary fuel break of 50 feet around structures; Additional 50 feet if structure has wood or other flammable roofing;
- Create 20 foot fuel breaks (10 feet from each side of center of driveway) around driveways longer than 150 feet;

Classification rating “High Density Extreme”:

- Establish a primary fuel break of 50 feet around structures; Additional 50 feet if structure has wood or other flammable roofing;
- Create 20 foot fuel breaks (10 feet from each side of center of driveway) around driveways longer than 150 feet;
- Establish roadside and property line fuel breaks 20 feet from road and property lines (whether property has a structure or is vacant).

The Oregon Forestland-Urban Interface Fire Protection Act is fully described in Oregon Revised Statutes 477.015 through 477.061, and Oregon Administrative Rules 629-044-1000 through 629-044-1110.

All standards can be found at http://www.oregon.gov/ODF/FIRE/SB360/docs/guide/guide_0106.pdf.

Exhibit E
Retainer Agreement Example
Do not return at time of proposal

REVIEWED
<hr style="width: 50%; margin: auto;"/>
LEGAL COUNSEL

For Recording Stamp Only

RETAINER AGREEMENT FOR FUELS TREATMENT

PARTIES:

Deschutes County, Oregon (County)
(Contractor)

1. **TERM:** Upon signature by both parties through December 31, 2016
2. **DELIVERABLES:** Fuels Treatment consists of one or more of the following services: chainsaw thinning, pruning and ladder fuel reduction; chipping and removal; mowing; tub or horizontal grinding and removal of treated fuel and hauling to disposal sites.

For purposes of this retainer agreement a list of Services that will be provided by Contractor are identified on Exhibit A, attached hereto and incorporated herein.

3. **COMPENSATION:** The amount or rate of payment associated with each particular Service that will be provided by Contractor is shown on Exhibit A. Where such compensation is shown as a range, the parties will negotiate a fixed rate or price as part of preparing a service agreement.
4. **LOCATION OF SERVICES:** Services to be provided by Contractor will occur in Deschutes County at a place or places more specifically described at the time a service contract is executed. The service location may be referred to as Work Area.
5. **PROCESS:** Contractor and other contractors submitted proposals in response to County's RFP. County analyzed proposals for adequacy of labor, equipment and experience, as well as price. Based upon County's analysis of Contractor's proposal, County has selected Contractor and particular Services identified on Exhibit A to be listed among a pool of contractors to perform one or more of the Fuels Treatment services during the term of this Agreement. Services for which Contractor submitted a proposal, but which are not identified on Exhibit A will not be the subject of a services agreement between Contractor and County.

At such time during the contract term that County identifies a particular Work Area, and required Services for which Contractor has been listed, County will notify Contractor or some other contractor from the pool for purposes of negotiating and preparing a services agreement.

Following notification by County the parties shall negotiate specific terms, including the Work Area, Service(s), sequence of Service(s) and compensation. The parties will utilize a standard county personal services contract covering general terms. The Services may include only those identified on Exhibit A.

If the parties are unable to reach an agreement on any term, including the amount or rate of compensation for any one or more particular Service(s) to be provided, County may in its sole discretion enter into an agreement with Contractor for performance of those Services on which the parties have successfully negotiated all terms, and separately negotiate with another contractor from County's qualified pool for performance of Service(s) on which County and Contractor have not reached agreement.

Notwithstanding any representation or rule to the contrary, the parties understand and agree that the County shall be entitled to determine in its sole discretion what particular Services are required at a Work Area, the appropriate sequence and timeframe in which such Services will be provided by Contractor and that such Services will be provided by a contractor from the qualified pool at a rate or cost which County has determined represents the best value to the public.

The parties shall execute a written agreement based upon the agreed terms. Contractor shall promptly furnish required certificates of insurance. Only after a contract is fully executed and acceptable proofs of insurance are furnished will County issue a Notice to Proceed.

6. NOTICE TO PROCEED: Following County issuance of Notice to Proceed but before Contractor begins work under the agreement; Contractor shall meet with the County Forester at the Work Area. The purpose of such meeting will be for the County to give specific instructions to Contractor as to Services to be furnished at the Work Area based upon unique circumstances. Contractor shall follow County's instructions as if set forth in the agreement.

Dated this _____ day of _____, 2016

Deschutes County, Oregon

County Forester

Contractor Authorized Signature

Submitted by: _____

Address: _____

Email: _____

Date: _____ Phone number: _____ Fax: _____

RETAINER AGREEMENT

Sample Exhibit A Contractor Services Eligible under Qualified Pool

Contractor Name

1. Chainsaw thinning, pruning and ladder fuel reduction;
2. Chipping and removal;
3. Brush Mowing or Mastication;
4. Tub/horizontal grinding;
5. Remove treated fuels and haul to designated disposal sites.