

Council Business Meeting

December 17, 2019

Agenda Item	Special Procurement Request for Approval for Contract to Grayback Forestry, Inc.	
From	Chris Chambers	Wildfire Division Chief
Contact	Chris.chambers@ashland.or.us ; (541) 552-2066	

SUMMARY

The Fire Department is seeking approval of a Special Procurement to Grayback Forestry Inc. to implement wildfire safety and forestry work under the umbrella of the Ashland Forest All-lands Restoration Project (AFAR), including Ashland Forest Resiliency, by directly awarding a contract.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goal: Address Climate Change

City Council Goal: Reduce Wildfire and Smoke Risk

City Plans: Ashland Natural Hazard Mitigation Plan, Community Wildfire Protection Plan, 2016 Ashland Forest Plan

PREVIOUS COUNCIL ACTION

Council approved Special Procurements for past contracts using City funds to support the AFR project.

Council created the AFR project water fee funding source with associated Resolution during the 2013-15 Biennium. The fee was increased with an updated Resolution for the 2019-2021 Biennium.

BACKGROUND AND ADDITIONAL INFORMATION

During the 2013-2015 biennium, the City Council adopted an Ashland Forest Resiliency fee to contribute funding to the AFR Project from an assessment placed on water use throughout Ashland. This remains in place. To date, funds have been allocated through Lomakatsi Restoration Project, an AFR partner, to both accomplish primary fuels reduction treatments in the Ashland Creek Watershed and to maintain already completed treatments using prescribed burning or mechanical cutting. During the 2019 budget process, the City Council expanded the application of water fee dollars to include all lands (only federal in the past) strategic to the City's interest in wildfire safety. Lomakatsi selected Grayback as a result of multiple competitive bidding processes to perform thinning, piling, and burning tasks using City funds on the AFR project federal lands.

Concurrent with the fee funding for AFR, the City has been implementing prescribed burning on City-owned forestlands (funded separately through a transfer from the Water Fund) to increase wildfire safety and forest health. Since 2012, and as a result of two competitive bidding processes, Grayback Forestry has been the sole contractor selected for this burning work on the City's forestlands.

Given their unanimous selection in multiple requests for bids, and the longstanding relationships and intimacy developed over years implementing a high-risk activity in and around the Ashland Watershed, Grayback Forestry has developed a unique and desired set of qualifications. By contracting directly with Grayback, the City will save administrative costs incurred by passing funds through Lomakatsi as the AFR project primary fiscal agent.

Grayback Forestry Inc. has unique experience and qualifications developed over eight years of working in tandem with the AFR Partnership that create benefits to the city's goals and investment. In addition to AFAR work, Grayback has also contracted directly with the City since 2012 for prescribed burning on City forestlands, following their selection in both of two competitive bid processes where they were the only qualified bidder each time. This contract combines needs in AFAR federal and private lands with City forestlands management

previously provided by long-time contractor Small Woodland Services, Inc. that no longer hosts a workforce. Directly contracting saves money by not incurring pass through costs as was the case in the past, and preserves accumulated experience and knowledge to accomplish complicated and high-risk work critical to the City's goals in a cost-effective manner.

FISCAL IMPACTS

Funding for this contract was included in the current Biennium budget in the Wildfire Division. Direct award to Grayback Forestry allows over \$70,000 to be put toward work on the ground, rather than administrative costs historically paid through an intermediary organization.

STAFF RECOMMENDATION

Staff recommends approval of the Special Procurement to Grayback Forestry, Inc. for forestry services funded by the City's AFR fee and following the associated 2019 Council Resolution.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

"I move that the City Council, acting as local contract review board, approve this special procurement contract to Grayback Forestry, Inc not to exceed \$411,000 through June 30, 2021 to implement funding generated by the utility user fee for watershed and community wildfire protection."

REFERENCES & ATTACHMENTS

- Attachment 1: Contract for Good and Services
- Attachment 2: Form for Special Procurement, Request for Approval
- Attachment 3: Grayback Forestry Inc. Work Proposal
- Attachment 4: Determination of Feasibility Memo from Staff

GOODS & SERVICES AGREEMENT (GREATER THEN \$25,000)

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006</p>	<p>PROVIDER: Grayback Forestry, Inc. PROVIDER'S CONTACT: Bryan Wheelock ADDRESS: P.O. Box 2458 White City, Oregon 97503 PHONE: (541) 830-4216</p>
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This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and Grayback Forestry, Inc., a domestic business corporation ("hereinafter "Provider"), for wildfire fuels reduction and forestry services.

1. PROVIDER'S OBLIGATIONS

- 1.1 Provide services and resources as needed by the City to accomplish those objectives established by the City and the Ashland Forest Resiliency Partnership including, but not limited to, prescribed burning, forest thinning, piling, and other forestry related activities as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."
- 1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.
 - 1.2.1 The insurance required in this Article shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
 - Automobile Liability.
 - 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
 - Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - Provider shall immediately notify the City of any change in insurance coverage

- Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. As evidence of the insurance required by this Agreement, the Provider shall furnish an acceptable insurance certificate prior to commencing any Work under this Agreement.

1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

1.6 **Living Wage Requirements:** If the amount of this Agreement is \$21,507.75 or more, Provider is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Provider is also required to post the notice attached hereto as "Exhibit A" predominantly in areas where it will be seen by all employees.

2. CITY'S OBLIGATIONS

2.1 City shall pay Provider at the rates specified in the pricing portions of the SUPPORTING DOCUMENTS as full compensation for all Work to be performed pursuant to this Agreement.

2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of **\$411,000.00 (four hundred and eleven thousand dollars)** without the express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Provider and is free to procure similar types of goods and services from other providers in its sole discretion.

3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.

- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.5 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.6 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 3.7 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.8 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.9 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.
- 3.11 Deliveries of any Goods will be F.O.B destination. Provider shall pay all transportation and handling charges for the Goods. Provider is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Provider remains liable for latent defects, fraud, and warranties.
- 3.12 The City may inspect and test the Goods. The City may reject non-conforming Goods and require Provider to correct them without charge or deliver them at a reduced price, as negotiated. If Provider does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).
- 3.13 Provider represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with SUPPORTING DOCUMENTS and be free from defects in labor, material and manufacture. Provider shall transfer all warranties to the City.

4. SUPPORTING DOCUMENTS

The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS":

- The Provider's complete, written eight-page proposal and pricing document entitled "Ashland Fire Resiliency Project Work Proposal and Pricing."
- The Provider's complete, written two-page document entitled "City of Ashland Prescribed Fire Modules and Pricing."

5. REMEDIES

5.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

5.1.1 Termination of this Agreement;

5.1.2 Withholding all monies due for the Work that Provider has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;

5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

5.2 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), and shall continue in full force and effect until **June 30, 2021**, unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

6.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:

City of Ashland – Fire Department
Attn: Chris Chambers, Wildfire Division Chief
455 Siskiyou Boulevard
Ashland, Oregon 97520
Phone: (541) 482-2770

With a copy to:

City of Ashland – Legal Department
20 East Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

If to Provider:

Grayback Forestry, Inc.
Attn: Bryan Wheelock
1150 Ort Lane
Merlin, Oregon 97532
(541) 830-3100

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. PROVIDER'S COMPLIANCE WITH TAX LAWS

9.1 Provider represents and warrants to the City that:

9.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND:

GRAYBACK FORESTRY, INC. (PROVIDER):

By: _____
City Administrator

By: _____
Signature

Printed Name

Printed Name

Date

Title

Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

Assistant City Attorney

Date

**SPECIAL PROCUREMENT
REQUEST FOR APPROVAL**

To: City Council, Local Contract Review Board
From: Chris Chambers, Fire Department
Date: December 17th, 2019
Subject: REQUEST FOR APPROVAL OF A SPECIAL PROCUREMENT

In accordance with ORS279B.085, this request for approval of a Special Procurement is being presented to the City Council for approval. This written request for approval describes the proposed contracting procedure and the goods or services or the class of goods or services to be acquired through the special procurement and the circumstances that justify the use of a special procurement under the standards set forth ORS 279B.085(4).

- 1. **Requesting Department Name:** Ashland Fire & Rescue
- 2. **Department Contact Name:** Chris Chambers, Forest Division Chief
- 3. **Type of Request:** Class Special Procurement Contract-specific Special Procurement
- 4. **Time Period Requested:** From: 12/17/2019 To: 6/30/2021
- 5. **Total Estimated Cost:** Not to exceed \$450,000
- 6. **Short title of the Procurement:** Ashland Forest Resiliency Water Surcharge Special Procurement

Supplies and/or Services or class of Supplies and/or Services to be acquired:
Grayback Forestry, Inc will provide forestry services under the Ashland Forest All-lands Restoration Project, which includes federal, private, and City of Ashland lands. Grayback Forestry, Inc services include prescribed burning, tree and brush thinning and piling, weed removal, and associated planning, preparation, and layout to accomplish work items on specific properties designated by the City within the Ashland Forest All-lands Restoration area map. Specifically, Grayback Forestry will provide the qualified and trained workforce and equipment necessary to implement said forestry operations under the direction of the City in consultation with the Ashland Forest Resiliency partnership and private landowners.

7. Background and Proposed Contracting Procedure:

Background: Beginning in the 2013-2015 biennium, the City Council elected to contribute funding from an assessment placed on water use throughout Ashland. This remains in place and was recently increased. To date, funds have been allocated through Lomakatsi Restoration, an AFR partner, to both accomplish primary fuels reduction treatments in the Ashland Forest Resiliency Project on federal lands and to maintain already completed treatments through the use of prescribed burning or mechanical cutting. During the 2019 budget process, the City Council expanded the application of

water fee dollars to include all lands (not just federal) strategic to the City's interest in wildfire safety. Concurrent with the water fee funding, the City has been implementing prescribed burning on City-owned forestlands to further increase wildfire safety and forest health using Water Fund dollars that have been earmarked for City forestlands management since the mid 1990's. Since 2012, including two competitive bidding processes, Grayback Forestry has been the sole contractor selected for burning on the City's lands. Grayback has also been the sole subcontractor selected by Lomakatsi Restoration to implement prescribed burning on federal lands in the Ashland Watershed, also through competitive bidding. Given their unanimous selection in multiple requests for bids, and the longstanding relationships and intimacy with the landscape of the Ashland Watershed, Graback Forestry has developed a unique and desired set of qualifications to carry out the City's goals. By contracting directly with Grayback, the City will save administrative costs incurred by passing funds through Lomakatsi as the AFR project primary fiscal agent, estimated at \$65,000.

Proposed Contracting Procedure: Due to the well-established relationship and unique qualifications of Grayback Forestry Inc. that allows financial savings while preserving accumulated knowledge and experience in the technical application of prescribed burning and related forestry activities, we propose the City directly enter into a contract outside the competitive bidding process using Special Procurement authority.

8. Justification for use of Special Procurement: Describe the circumstances that justify the use of a Special Procurement. Attach relevant documentation.

The complex ecological and social setting of the Ashland Watershed and surrounding areas is a difficult setting in which to accomplish highly skilled and nuanced work critical to protection of the community and our municipal water supply. For over 8 years, Grayback has successfully worked with AFR Project partners as a sub-contractor on federal lands, primarily implementing prescribed burning, which is a difficult and highly skilled task. During this period, the City selected Grayback in two separate competitive bidding processes where Grayback had the only qualified and experienced workforce to carry out the City's goals. Under City contract, Grayback carried out prescribed burn planning and implementation to City specifications in challenging terrain with intense public recreation use. Given Grayback's cumulative experience, trust, and familiarity with Ashland's forests, Grayback has unique and highly desirable qualifications that benefit the City's goals for wildfire safety and forest health. By combining the need for wildfire safety work on federal, private, and City lands, a direct contract with Grayback Forestry creates efficient and cost-effective use of City funds.

The City lacks the internal capacity to field a workforce that would accomplish the project outcomes desired by the AFR partners and as spelled out in the City Council's goals for watershed and community safety.

9. Findings to Satisfy the Required Standards: This proposed special procurement:

 X (a) will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts because:

Through at least four competitive bidding processes executed by the City and AFR project partners since at least 2012, Grayback was uniquely qualified among all bidders during each distinct request for proposals. In each process conducted by the City, Grayback was the only bidder that met minimum qualifications for the complexity of work proposed. As the successful bidder and ongoing contractor on City, private, and federal lands, Grayback has accumulated desirable experience to implement highly technical and high-risk work in an efficient and effective manner.

(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.); **and**

 X (b)(i) will result in substantial cost savings to the contracting agency or to the public because:

By contracting directly to Grayback, the City avoids administrative costs for passing funds through the AFR partnership, a savings of at least 16%. This was necessary in the past, but is no longer needed in the current work environment. This amounts to at least \$65,000 in direct savings. Grayback also has other contacts with AFR partners under separate though complimentary funding, which means they will already be working in the area, cutting down mobilization costs.

(Please provide the total estimate cost savings to be gained and the rationale for determining the cost savings); **or**

 X (b)(ii) will otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the requirements of ORS 279B.055, 279B.060, 279B.065, or 279B.070, or any rules adopted there under because:

Grayback Forestry's years of experience in the Ashland Watershed has allowed them to accumulate site-specific knowledge of local ecology, fire behavior, expectations of the AFR partnership and public, and tested methods of implementation that have yielded acceptable outcomes across thousands of acres. The combination of experience and personal relationships built with AFR project partners makes Grayback Forestry's situation unique and of benefit to the City and community.

(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.)

Public Notice:

Pursuant to ORS 279B.085(5) and OAR 137-047-0285(2), a Contracting Agency shall give public notice of the Contract Review Authority's approval of a Special Procurement in the same manner as a public notice of competitive sealed Bids under ORS 279B.055(4) and OAR 137-047-0300. The public notice shall describe the Goods or Services or class of Goods or Services to be acquired through the Special Procurement and shall give such public notice of the approval of a Special Procurement at least seven (7) Days before Award of the Contract.

After the Special Procurement has been approved by the City Council, the following public notice will be posted on the City's website to allow for the seven (7) day protest period.

Date Public Notice first appeared on www.ashland.or.us –*December 18th, 2019.*

PUBLIC NOTICE
Approval of a Special Procurement

First date of publication: *December 18th, 2019*

A request for approval of a Special Procurement was presented to and approved by the City Council, acting as the Local Contract Review Board, on *December 17th, 2019*

This Special Procurement is a “Contract- specific Special Procurement”. The proposed contracting procedure is direct award to Grayback Forestry Inc. for site-specific forestry work as part of the Ashland Forest Resiliency All-lands Restoration project. Grayback has unique experience and qualifications shown by their unanimous selection during each of several City and AFR partner supported competitive bidding processes since 2012. Their experience and safety record working with the City and AFR project partners is unique and highly beneficial to the City’s goals and interests.

It has been determined based on written findings that the Special Procurement will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts, and result in substantial cost savings or substantially promote the public interest in a manner that could not be realized by complying with the requirements that are applicable in ORS 279B.055, 279B.060, 279B.065, or 279B.070.

An affected person may protest the request for approval of a Special Procurement in accordance with ORS 279B.400 and OAR 137-047-0300. A written protest shall be delivered to the following address: City of Ashland, Chris Chambers, Forest Division Chief, 455 Siskiyou Blvd, Ashland, OR 97520. The seven (7) day protest period will expire at 5:00 p.m. on *December 25th, 2019*.

This public notice is being published on the City’s Internet World Wide Web site at least seven days prior to the award of a public contract resulting from this request for approval of a Special Procurement.

Ashland Forest Resiliency Project Work Proposal

B1	<p>The amount of slash to be lopped and scattered averages less than 20 tons per acre. Slash shall be reduced to the extent that it is within 12 inches of the ground at all points.</p> <p>The material to be treated consists of down woody material created from vegetation treatments (such as harvest, thinning, or slashing, etc.) or created through natural process.</p> <p>Lop and scatter all existing slash so that all top and side branches are free of the central stem so that the slash is reduced to within the limit of the ground at all points, as stated for the level of difficulty. Central stem length shall not exceed eight feet.</p>
C	<p>The levels of difficulty for pruning will be identified in the task order. The levels are based on the expected number of trees per acre (TPA) requiring treatment.</p> <p>Each task order will specify the level of difficulty, access, species to be treated and species to be reserved from treatment, and upper height above ground level to treat.</p> <p>Designated vegetation shall be pruned of live and dead limbs and branches to a designated height measured above ground level. The designated height shall not exceed 12 feet above ground level and will typically be designated to a height above ground level of up to 8 feet. The Agency will designate the height for each individual unit. The pruning height may vary + or - one foot from the designated height. Limbs shall be cut cleanly and to within ½ inch of the bole of the tree.</p> <p>Tree limbs that attach to the bole above the designated pruning height, but have limbs extending into the pruning height area, shall be pruned so that they do not extend below the designated height.</p> <p>Material pruned shall be pulled back 4 feet away from tree bole.</p> <p>Individual species of hardwoods, shrubs, and conifers may be specified as reserved from pruning on individual units.</p>
C1	Less than 100 TPA.
C2	Greater than 100 TPA.
D	<p>Density Management Restoration shall be created to meet management objectives such as: restore conifer stands to sustainable density levels, increase resistance and resiliency to disturbance, limit wildland fire rate of spread, and/or to establish holding areas for use during prescribed burning and fire suppression activities. Treatments required in this Subunit include cutting trees, slashing surplus vegetation, pruning residual trees, and snag felling. Standing dead conifers, hardwoods and shrubs shall be included as surplus when not reserved.</p> <p>Each task order will include level of difficulty, access, written instructions designating spacing width; diameter limit, pruning height; any no-treatment areas; additional reserve vegetation, tree and shrub species order of preference.</p> <p>Spacing widths shall be designated for each project area in written instructions with each task order. Multiple spacing widths for conifers, hardwoods, and shrubs may be designated within the range of 15 to 45 feet. The average spacing may vary + or - 20% of the designated spacing in order to select the best leave vegetation.</p> <p><u>Criteria for Selecting Leave Vegetation</u></p> <p>a. The best available trees and shrubs shall be selected as leave vegetation and treated in accordance with spacing requirements. Specific instructions on amounts of hardwoods and shrubs that shall be selected as leave vegetation may be included in the task order.</p>

Ashland Forest Resiliency Project Work Proposal

	<p>b. Leave Trees > 12" DBH - All conifers and hardwoods 12 inches DBH and larger are reserved from cutting. These trees shall be included in spacing requirements.</p> <p>c. Leave Trees < 12" DBH - The largest, healthiest, best formed trees shall be selected as leave trees.</p> <p>d. The Agency may identify additional individual species of leave vegetation or leave vegetation areas within each unit.</p> <p><u>Treatment of Surplus Vegetation</u></p> <p>a. All live and dead conifers, hardwood trees, and shrubs not selected as leave vegetation or designated as reserved vegetation becomes surplus vegetation. Surplus vegetation to be cut will typically (but not limited to) be less than 8" DBH. Surplus vegetation within the specified spacing of acceptable leave tree shall be severed six inches or less above the ground. No live limbs shall be left on the stump of any cut stem.</p> <p>b. Hardwoods and conifers greater than 12" DBH are reserved vegetation and shall not be cut or girdled.</p> <p>c. Leave and reserved vegetation shall not be damaged while cutting surplus vegetation or buried with slash.</p> <p>No slash cut by the Contractor shall be left on the ground within 25 feet of any road or outside the project area. All slash shall be removed at least 25 feet from the road shoulder on the upper (uphill) side, and 50 feet on the lower (downhill) side.</p> <p>Leave and reserved trees shall be pruned to a height of up to 8 feet above ground level as designated by the task order. Live and dead limbs and branches shall be cut cleanly and as close to the bole of the tree as possible. Tree limbs and branches that are attached to the bole above the designated pruning height, but have limbs or branches extending into the pruning height area, shall be pruned so they do not extend below the designated height.</p> <p>The Agency may select individual leave snags and not require felling when snags are deemed necessary for other resource objectives.</p> <p>The levels of difficulty for DMRAs are based on percent cover of material to be treated. Level is identified in the task order.</p>
D1	The percent cover of material to be cut is less than 60 percent.
D2	The percent cover of material to be cut is greater than 60 percent.
E	<p>Density Management Restoration shall be created to meet management objectives such as: restore woodland/shrubland stands to sustainable density levels, restore habitat, increase resistance and resiliency to disturbance, limit wildland fire rate of spread, and/or to establish holding areas for use during prescribed burning and fire suppression activities. Treatments required in this Subunit include cutting of shrubs, trees, slashing of surplus vegetation, pruning of residual trees, and snag felling. Standing dead conifers, hardwoods and shrubs shall be included as surplus when not reserved.</p> <p>Each task order will include level of difficulty, access, written instructions designating spacing width; pruning height; any no treatment areas; reserve areas and vegetation, leave vegetation species order of preference.</p> <p><u>Reserve Areas and Individual Species of Trees and Shrubs</u></p>

Ashland Forest Resiliency Project Work Proposal

	<p>a. Areas of trees and shrubs may be reserved from treatment in designated units. The Agency will determine if reserve areas are included in a project area treatment. Prior to the Contractor commencing work in a unit, the Agency may designate reserve area(s) within each unit, or, the Agency may authorize the Contractor to designate the reserve area(s) within each unit based on written instructions for selection of reserve area(s). Instructions on reserve area(s) selection may include size, number, and vegetation condition. Reserve areas shall be considered in the spacing of adjacent leave vegetation and are excluded from the acreage for payment purposes.</p> <p>b. Individual reserve trees and shrubs may be designated by the Agency. These will be identified with marking (paint, flagging, or sign), or by written instructions. Reserve trees and shrubs shall not be damaged or cut.</p> <p><u>Criteria for Selecting Leave Vegetation - Individual Leave Trees and Shrubs, and Groups and Clumps.</u></p> <p>a. The Contractor shall select leave vegetation including groups and clumps based on written instructions from the Agency. These instructions may be in the form of a table, or narrative.</p> <p>b. Spacing for leave trees and shrubs, and for leave groups and clumps will be designated for each unit by the task order. Multiple spacing widths for conifers, hardwoods, and shrubs may be designated within the range of 15 to 45 feet. The spacing designated shall be no less than 15 feet and no greater than 45 feet between leave vegetation. The designated spacing may be varied plus or minus 20% in order to choose the best leave vegetation. For spacing purposes, groups and clumps shall be considered as one stem.</p> <p><u>Treatment of Surplus Vegetation</u></p> <p>a. All live and dead vegetation not selected as leave or reserved over one foot tall and up to 20" (single stem) at one foot above ground level within the specified spacing of each acceptable leave tree or shrub stem and leave group or clump shall be severed six inches or less above the ground. No live limbs shall be left on the stump of any cut stem.</p> <p>b. Leave trees, shrubs, groups and clumps shall not be damaged while cutting vegetation or buried with slash.</p> <p>All conifer, hardwood and shrub stumps shall be cut within six inches of the ground.</p> <p>Slashed, cut and felled material shall be bucked into the standard length of no more than eight feet unless longer lengths are designated by the task order to meet utilization objectives.</p> <p>The Agency may reserve individual snags from felling requirements when snags are deemed necessary for other resource goals.</p> <p>The levels of difficulty for DMR are based on percent cover of material to be treated. The level of difficulty will be identified in the task order.</p>
E1	The percent cover of material to be cut is less than 60 percent.
E2	The percent cover of material to be cut is greater than 60 percent.
F	The levels of difficulty for hand piling and covering will be identified in the task order. The levels are based on the number of piles per acre expected, based on the amount of slash on the unit. The Agency will designate which specification for size of material to be piled with each task order.

Ashland Forest Resiliency Project Work Proposal

	<p>All slash less than 8 inches in diameter and greater than 2 feet in length shall be piled. Slash less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 6 inches in depth.</p> <p>The task order or the Agency in writing may designate a different size within this range for individual units (example: slash 1-4 or 2-6 inches only, instead of the less than 8 inches), but not greater than 8-inch diameter.</p> <p>All piles shall be constructed by laying limbs, stems, cut boles, and other slash in the pile so as to be parallel with each other. Slash that causes large air spaces in piles shall be cut to eliminate air spaces. Each pile shall include an area of small sized slash (small branches less than ¼ to ½ inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.</p> <p>Pile size shall be a maximum of 8 feet in diameter by 8 feet in height, and minimum pile size shall be 6 feet in diameter by 5 feet in height at the time of final inspection by the Agency. The Agency may designate smaller maximum, minimum, or both when it determines this is required to meet resource or prescribed fire objectives.</p> <p>All piles shall be covered with 4-mil polyethylene plastic or alternate material approved by the Agency to cover at least 90% of the surface of each pile, maximum plastic size of 10’ x 10’. All four corners and the middle of the plastic sheets shall be anchored with slash or other debris. Covering shall be done at the time of piling.</p> <p>Piles shall not be closer than 10 feet to leave or reserved vegetation or 25 feet to a unit boundary, unless approved by the Agency. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams unless designated otherwise by the Agency. Slash shall not be piled or placed in buffer zones. Information on locations, widths, and any other information concerning reserve areas will be provided by the Agency.</p> <p>The Contractor shall keep records shall include an accurate description of plot location (bearing and distance between plots) marked on a map. Plot center location shall be flagged with a color as designated by the TO and indicated with a plot number.</p> <p>The following are hand pile and cover levels:</p>
F1	An average of fewer than 20 piles per acre.
F2	An average of 21 to 40 piles per acre.
F3	An average of 41 to 60 piles per acre.
F4	An average of 61 to 80 piles per acre.
F5	An average of 81 to 100 piles per acre.
F6	An average of 101 to 120 piles per acre.
F7	An average of 121 to 140 piles per acre.
F8	An average of 141 or greater piles per acre.
G	<p>All fireline construction shall be performed and maintained in accordance with the following specifications.</p> <p>a. Location - Unless otherwise designated, firelines shall be located adjacent to the unit boundary, within 50 feet outside of actual unit boundary, in locations affording the optimal holding capability, and remain on agency property. The Agency may choose to clearly mark the pre-burn and post-burn fireline location with colored plastic ribbon. The fireline shall be constructed to follow the flagged line as closely as possible. Variations will be permitted if unforeseen obstacles are found. Pacific Yew shall not be cut or damaged. Fireline location</p>

Ashland Forest Resiliency Project Work Proposal

shall avoid the necessity of cutting or limbing Pacific Yew. The Agency shall be notified if cutting or limbing of Pacific Yew is unavoidable prior to cutting any Pacific Yew.

b. Clearing Limits - Hand fireline shall be cleared to a width of 8 feet and a height of 8 feet. The width shall be measured parallel with the ground (slope distance). The height shall be measured from the side of the line away from the unit. A strip at least 1.5-foot-wide to a maximum of 3 feet wide and centered within the cleared area shall be cleared to mineral soil. A strip less than 1.5-foot-wide may be designated by the Agency on some units.

c. Material to be Cleared - Within the 8-foot line, the following material shall be cut and removed:

1) Ferns, shrubs and other vegetation. Cut to within 18 inches of ground level or as close as possible without damaging tools.

2) Cut live and dead trees at ground level or as close as possible without damaging tools. No trees larger than 8 inches DBH shall be cut. The fireline shall be located to avoid larger green trees.

3) Limbs extending within the fireline shall be cut close to the tree if the point of cutting can be reached from the ground (about 8 feet from the ground). Limbs shall be cut when they enter the fireline clearing limits if they cannot be cut at the tree. Limbs cut close to the tree need not be cut flush but "spike" limbs will not be allowed.

4) Slash and litter shall be removed from the 8-foot (both height and width) fireline clearing strip. Natural ground duff need not be removed except from within the 3-foot strip on the fireline work area.

5) A 3-foot section shall be removed from logs located across the fireline.

d. Disposal of Cleared Material - Material cut from within the fireline shall be placed on the unit side (inside) of the fireline and scattered. Soil berms and piles will not be permitted on top of flammable material. Log sections may be rolled downhill and away from the unit provided that they are left outside the fireline.

e. Snags and High Stumps - Snags or high stumps may be left next to the fireline when designated or approved by the Agency.

f. Side Slopes - On side slopes that are steeper than 30 percent, the 3-foot wide strip shall be cup trenched sufficiently to catch rolling material 6 inches or less in diameter.

g. Water Bars - Water bars shall be constructed in all firelines at the time of initial construction. The water bar shall consist of a diagonal ditch across the three-foot wide mineral soil portion of the fireline, but not in excess of the following guidelines. The water bar shall be approximately 6 inches to 10 inches deep and approximately 5 feet long. Unless otherwise directed, drainage shall allow rolling material and drainage into burn unit.

Percent of Slopes:

00% - 09% - None Required

10% - 29% - 1 Water Bar Every 300'

30% - 59% - 1 Water Bar Every 150'

60% + - 1 Water Bar Every 100'

The levels of difficulty for fireline construction will be identified in the task order. The levels are based on the following:

Ashland Forest Resiliency Project Work Proposal

G1	<p>Hand fireline renovation, where firelines have previously been constructed. May include up to 200 feet of new construction when existing fireline location is deemed inadequate for holding by the Contractor.</p>
G2	<p>When new hand firelines are constructed on unit boundaries or through continuous downed slash. Throw back or pull back of slash is necessary.</p>
I	<p>Each task order will include level of difficulty, and written instructions which (1) designate and describe identification or selection of treatment trees and snags; and (2) any reductions in amounts or type of fuels for pullback, width of pullback, reduction in clearing height; and any no-treatment areas. Fuels for pullback shall include both natural and activity generated fuels.</p> <p>All fuels pullback shall be performed in accordance with the following specifications.</p> <p>a. Trees/snags to be treated - Perform fuels pullback on leave trees and snags as designated by the task order.</p> <p>b. Clearing - Each tree/snag designated for pullback shall be cleared around the tree/snag to the following: All surface fuels from the bole of the tree out to the dripline plus 1-foot wide area; aerial fuels from a 2-foot wide area, 8 feet in height. Material greater than 3" diameter within the clearing zone shall be rolled at least 4 feet from the bole. Duff and litter may be removed such that the depth is 6 inches or less. Care shall be taken to maintain the lower duff layer as damage to sub-surface roots could occur. Clearing shall include removing ladder fuels 8 feet up the bole of the tree/snag. This may require some pruning or cutting.</p> <p>c. Removed fuels - Scatter all removed fuels and avoid concentrating the fuel. On sloping ground, fuel shall be scattered uphill or sidehill from the tree/snag. No removed fuel shall be below the tree/snag on a slope. On flat ground, any direction is acceptable.</p> <p>The levels of difficulty for fuels pullback are identified in the task order. The levels are based on the number of trees per acre to be treated, as follows:</p>
I1	<p>Fuels pullback on less than 20 trees or snags per acre.</p>
I2	<p>Fuels pullback on greater than 21 trees or snags per acre.</p>
M	<p>The burning season for hand piles for the interior southwest Oregon normally is during November and December. However, conditions permitting burning may occur at any time from the middle of October through June. Major control problems can occur during a period of frontal passage and strong east wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any fire spread from burned piles or escaped fires outside unit boundaries.</p> <p>All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the prescribed fire plan preparer, fire management officer, technical reviewer, and agency administrator. All elements of the plan shall be followed unless a deviation has been approved in advance by the Agency.</p> <p>Clearance to Burn - The Contractor shall be responsible for monitoring fuel and weather conditions to determine time periods when units are in the prescription parameters identified in the Prescribed Fire Plan. The Contractor may consult the Agency regarding short, mid, and long-term weather forecast to determine the potential impacts to fuel moisture conditions and the ability to meet Prescribed Fire Plan objectives. The Contractor shall notify the Agency no later than 1300 hours on the day prior to ignition when specific units are within burn prescription parameters and of their request to burn. The Agency will notify the Contractor via telephone or direct communications at or before 0900 hours on the day of the proposed ignition of smoke management conditions and any updated weather forecasts that would cancel the burning. The Agency will grant final approval to conduct burning. Approval is based on the Agency verifying: 1) unit fuel and weather conditions are within Prescribed Fire Plan parameters and prescribed fire and resource objectives are attainable; 2) Prescribed Fire Plan</p>

Ashland Forest Resiliency Project Work Proposal

	<p>parameters and objectives for smoke management are attainable based on smoke management instructions and forecast, and weather forecasts for proposed burn date and time; and 3) successful completion of the Go/No-Go Checklist and the test fire.</p> <p>During ignition operations, the Contractor's crew supervisor shall maintain contact with the Agency representative through mutually-agreed-upon communications system at all times.</p> <p>A minimum of 90% of all piles shall be ignited. Stoke each pile until at least 90 percent of each pile is consumed. Units with a high tree cover and pile density shall be burned in stages to reduce crown scorch.</p> <p>Holding typically is not necessary when piles are burned during winter conditions. Conduct holding operations as necessary in accordance with the prescribed fire plan. Relocation of personnel and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall recognize the need for and make such relocations, dependent upon on-site weather and fire conditions.</p> <p>Extinguish any fire outside the fireline of the unit, or unit boundary, and promptly report this to the Agency at the site. A fireline shall be constructed completely around fire inside the unit, slop-over, and/or spot fires outside the primary unit boundaries. The minimum shall be a fireline scraped to mineral soil 18 inches in width with all overhanging combustible material cleared for 3 feet on either side and 6 feet overhead.</p> <p>Do not fell any reserved trees which may have fire in them without written approval of the Agency.</p> <p>Mop-up shall be performed in accordance with 5.15, Standard Mop-Up and Patrol.</p> <p>The levels of difficulty for Hand Pile Burns will be determined as follows:</p>
M1	An average of fewer than 20 piles per acre.
M2	An average of 21 to 40 piles per acre.
M3	An average of 41 to 60 piles per acre.
M4	An average of 61 to 80 piles per acre.
M5	An average of 81 to 100 piles per acre.
M6	An average of 101 to 120 piles per acre.
M7	An average of 121 to 140 piles per acre.
M8	An average of 141 and greater piles per acre.

Ashland Forest Resiliency Project Work Proposal

PRICING

	2019	2020	2021	2022	2023	2024
Lop and Scatter						
B1	\$70.00	\$72.45	\$74.99	\$77.61	\$80.33	\$83.14
Pruning						
C1	\$165.61	\$171.41	\$177.41	\$183.61	\$190.04	\$196.69
C2	\$238.73	\$247.09	\$255.73	\$264.68	\$273.95	\$283.54
Density Management Resource - Conifer Stands						
D1	\$392.78	\$406.53	\$420.76	\$435.48	\$450.72	\$466.50
D2	\$526.76	\$545.20	\$564.28	\$584.03	\$604.47	\$625.63
Density Management Resource - Woodland / Shrub						
E1	\$479.26	\$496.03	\$513.40	\$531.36	\$549.96	\$569.21
E2	\$737.56	\$763.37	\$790.09	\$817.75	\$846.37	\$875.99
Hand Pile and Cover						
F1	\$326.89	\$338.33	\$350.17	\$362.43	\$375.11	\$388.24
F2	\$422.57	\$437.36	\$452.67	\$468.51	\$484.91	\$501.88
F3	\$592.18	\$612.91	\$634.36	\$656.56	\$679.54	\$703.32
F4	\$755.54	\$781.98	\$809.35	\$837.68	\$867.00	\$897.34
F5	\$838.88	\$868.24	\$898.63	\$930.08	\$962.63	\$996.33
F6	\$1,028.31	\$1,064.30	\$1,101.55	\$1,140.11	\$1,180.01	\$1,221.31
F7	\$1,455.87	\$1,506.83	\$1,559.56	\$1,614.15	\$1,670.64	\$1,729.12
F8	\$1,731.89	\$1,792.51	\$1,855.24	\$1,920.18	\$1,987.38	\$2,056.94
Fireline Construction Maintenance						
G1	\$0.47	\$0.49	\$0.50	\$0.52	\$0.54	\$0.56
G2	\$0.87	\$0.90	\$0.93	\$0.96	\$1.00	\$1.03
Fuels Pullback						
I1	\$42.21	\$43.69	\$45.22	\$46.80	\$48.44	\$50.13
I2	\$79.41	\$82.19	\$85.07	\$88.04	\$91.12	\$94.31
Prescribed Burn and Mop-Up: Hand Pile Burn						
M1	\$70.00	\$72.45	\$74.99	\$77.61	\$80.33	\$83.14
M2	\$95.00	\$98.33	\$101.77	\$105.33	\$109.01	\$112.83
M3	\$125.00	\$129.38	\$133.90	\$138.59	\$143.44	\$148.46
M4	\$165.00	\$170.78	\$176.75	\$182.94	\$189.34	\$195.97
M5	\$200.00	\$207.00	\$214.25	\$221.74	\$229.50	\$237.54
M6	\$250.00	\$258.75	\$267.81	\$277.18	\$286.88	\$296.92
M7	\$300.00	\$310.50	\$321.37	\$332.62	\$344.26	\$356.31
M8	\$350.00	\$362.25	\$374.93	\$388.05	\$401.63	\$415.69

City of Ashland Prescribed Fire Modules and Pricing

N1	Two-Person Crew Module, Equipment and Transportation: Pulaski, Shovel (1), Bladder Bags (2), Chainsaw (1)
N2	Engine Module Type VI, Two-Person Crew: 1,500 feet hose, minimum (2) nozzles, appropriate fittings
N3	Five-Person Crew Module, Equipment and Transportation: Pulaski's (3), Shovels (2), Bladder Bags (5), Chainsaws (2)
N4	Engine Module Type VI, with Operator and Crew Member + two-person crew with equipment and transportation: 1,500 feet hose, minimum (2) nozzles, appropriate fittings. Pulaski, Shovel (1), Chainsaws (1)
N5	Engine Module Type VI, with operator and Crew Member + five-person crew with equipment and transportation. Total seven people: 1,500 feet hose, minimum (2) nozzles, appropriate fittings, Pulaski's (3). Shovels (2). Bladder Bags (5). Chainsaws (2)
N6	Engine Module Type VI, with operator and Crew Member + two-person crew with equipment and transportation + water delivery system. Total of four people: Engine -1,500 feet hose, minimum (2) nozzles, appropriate fittings; Water Delivery System – Pumpkins (2), 1-1/2" Hose-2,000 ft, 1" Hose-1,000 ft Gated Y's (10), Reducers 1-1/2" to 1" (5), Nozzles Fog and Stream (5), Pumps (2): Equipment - Pulaski, Shovel (1), Bladder Bags (2), Chainsaw (1)
N7	Engine Module Type IV, with operator and Crew Member + 5-person crew with equipment and transportation + water delivery system. Total of seven people: Engine -1,500 feet hose, minimum (2) nozzles, appropriate fittings; Water Delivery System – Pumpkins (2), 1-1/2" Hose-2,000 ft, 1" Hose-1,000 ft, Gated Y's (10), Reducers 1-1/2" to 1" (5), Nozzles Fog and Stream (5), Pumps (2). Equipment • Pulaski's (3), Shovels (2), Bladder Bags (5), Chainsaws (2)
N8	Water Delivery System with 1 operator and transportation: 1-1/2" Hose-2,000 ft, 1" Hose-1,000 ft. Gated Y's (10). Reducers 1-1/2" to 1" (5). Nozzles-combination fog and stream (5)
N9	Tactical Water Tender Module with one operator
N10	Snag Felling Module, two-person team (paid hourly)
N11	Five-Person Chainsaw Crew 5-person crew with chainsaws, saw equipment and transportation. Pulaski's (3). Shovels (2). Chainsaws (5). Saw Gas and Supplies
N12	Tractor Operations (paid hourly)
N13	Firing or Holding Boss
N14	FMC Track Machine (Skidgine) with 1 operator
N15	UTV Polaris 6x6 Engine (pump and 100-gallon capacity) with 1 operator
N16	Burn Plan Preparation
N17	Full-Service Burning <10 acres
N18	Full-Service Burning >10 acres but <20 acres
N19	Full-Service Burning >20 acres but less <than 40
N20	Full-Service >40

Notes:

- Prescribed Fire Modules may be ordered for unit(s) when conducting prescribed fire and is in need of assistance in one or more prescribed fire operations. These operations include the following: ignition assistance, holding assistance, burned unit patrol, and mop-up of burned unit(s), and Forest Restoration activities. Prescribed Fire Modules can be ordered for any one of the above operations, a combination, or all the operations.
- "Full Daily Rate" applies for 3 to 10 hours of service. Hours less than 3 will be paid at 30% of the Daily Rate. Hours in excess of 10 will be an additional 10% of the Daily Rate for each additional hour (time will be kept to nearest quarter hour). Timekeeping will be documented daily and will be communicated with ordering agency to ensure accuracy. Time will begin when resources arrive at predetermined meeting location and will stop when resource is released.
- Over 10 hours is an additional 25%
- Request for services via email, text, or phone, 6 hours in advance of needs. Services may be canceled 4 or more hours in advance of need without an adjustment to the contract. Cancellation of ordered services in less than 4 hours and prior to reporting for work will result in each Prescribed Fire Module being paid at 10% of the Daily Rate.

City of Ashland Prescribed Fire Modules and Pricing

- Cancellation of ordered services at the project, service of up to 3 hours after arrival or services beyond 10 hours in a day will result in reduced or additional payment. Crews and equipment will be paid portal to portal from Grayback's White City office

PRICING

		2019	2020	2021	2022	2023
N1	Two-Person Crew Module	\$ 878.63	\$ 909.39	\$ 941.21	\$ 974.16	\$ 1,008.25
N2	Engine Module Type VI, Two-Person Crew	\$ 1,184.20	\$ 1,225.64	\$ 1,268.54	\$ 1,312.94	\$ 1,358.89
N3	Five-Person Crew Module	\$ 1,872.58	\$ 1,938.12	\$ 2,005.96	\$ 2,076.17	\$ 2,148.83
N4	Engine Module Type VI, with Operator and Crew Member	\$ 2,093.97	\$ 2,167.26	\$ 2,243.11	\$ 2,321.62	\$ 2,402.88
N5	Engine Module Type VI, with operator and Crew Member + five-person crew	\$ 3,002.58	\$ 3,107.67	\$ 3,216.44	\$ 3,329.02	\$ 3,445.53
N6	Engine Module Type VI, with operator and Crew Member + two-person crew with water delivery system	\$ 2,640.52	\$ 2,732.94	\$ 2,828.59	\$ 2,927.59	\$ 3,030.06
N7	Engine Module Type IV, with operator and Crew Member + 5-person crew + water delivery system	\$ 3,814.35	\$ 3,947.85	\$ 4,086.02	\$ 4,229.03	\$ 4,377.05
N8	Water Delivery System with 1 operator and transportation	\$ 981.26	\$ 1,015.60	\$ 1,051.15	\$ 1,087.94	\$ 1,126.02
N9	Tactical Water Tender Module with one operator	\$ 1,300.00	\$ 1,345.50	\$ 1,392.59	\$ 1,441.33	\$ 1,491.78
N10	Snag Felling Module, two-person team (paid hourly)	\$ 130.00	\$ 134.55	\$ 139.26	\$ 144.13	\$ 149.18
N11	Five-Person Chainsaw Crew 5-person crew with chainsaws,	\$ 2,360.33	\$ 2,442.94	\$ 2,528.45	\$ 2,616.94	\$ 2,708.54
N12	D-4 Tractor with Operator (paid hourly)	\$ 136.06	\$ 140.83	\$ 145.75	\$ 150.86	\$ 156.14
N13	Firing or Holding Boss	\$ 643.41	\$ 665.93	\$ 689.23	\$ 713.36	\$ 738.32
N14	FMC Track Machine (Skidgine) with 1 operator	\$ 1,764.19	\$ 1,825.94	\$ 1,889.85	\$ 1,955.99	\$ 2,024.45
N15	UTV Polaris 6x6 Engine (pump and 100-gallon capacity) with 1 operator	\$ 1,176.13	\$ 1,217.29	\$ 1,259.90	\$ 1,303.99	\$ 1,349.63
N16	Burn Plan Preparation	\$ 1,040.00	\$ 1,076.40	\$ 1,114.07	\$ 1,153.07	\$ 1,193.42
N17	Full Service Burning <10 acres	\$ 785.00	\$ 785.00	\$ 1,671.11	\$ 1,729.60	\$ 1,790.14
N18	Full Service Burning >10 acres but <20 acres	\$ 785.00	\$ 785.00	\$ 1,114.07	\$ 1,153.07	\$ 1,193.42
N19	Full Service Burning >20 acres but less <than 40	\$ 785.00	\$ 785.00	\$ 891.26	\$ 922.45	\$ 954.74
N20	Full Service >40	\$ 785.00	\$ 785.00	\$ 668.44	\$ 691.84	\$ 716.05
	If unit is cut off for smoke or prescription reasons a partial payment will be made for acres satisfactorily completed					

Memo

DATE: December 17th, 2019

TO: City Council

FROM: Chris Chambers, Wildfire Division Chief/Ashland Fire & Rescue

RE: Ashland Forest Resiliency and All-lands Special Procurement to Grayback Forestry, Inc.

The Ashland Municipal Code requires additional justification for any Special Procurement over \$350,000. Per ORS 279B.036, *Determination of feasibility of procurement*, which in first part states that “a contracting agency may proceed with a procurement if the contracting agency reasonably determines in writing that using the contracting agency’s own personnel or resources to perform the services that the contracting agency intends to procure is not feasible.”

A cost analysis is unnecessary if the contracting agency finds it “lacks the specialized capabilities, experience or technical or other expertise necessary to perform the services.” ORS 279B.036 (1)(a). Ashland Fire & Rescue (AF&R) must still “compare [AF&R’s] capability, experience or expertise in the field most closely involved in performing the services with a potential contractor’s capability, experience or expertise in the same or a similar field.” *Id.*

Staff analysis: Ashland Fire & Rescue’s internal expertise and workforce capacity does not fit the need for the identified work either by skills possessed or capability to perform the identified tasks. The vast majority of AF&R’s workforce are firefighter/paramedics who have little technical forestry expertise or training that would lend to accomplishment of the pertinent outcomes. Though certain staff have experience with prescribed burning, there are currently no completed certificates like those required by the National Wildfire Coordinating Group for positions required during burn operations like Holding Boss, Ignition Boss, or Burn Boss. In addition, the AF&R workforce is necessarily tied to emergency response duties and cannot be out of the City where response time would be reduced. Due to these factors, using our own personnel is not feasible.

