

AWARD DATA

Orders May Be Placed Through 9/30/03

Fuels Management Services, Multiple-Award, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM, Bureau of Indian Affairs, Fish and Wildlife Service,
National Park Service and USDA, Forest Service

Ordering procedures:

Both price and past performance for all four contracts must be considered prior to placement of each task order (see FAR 16.505 and contract clause F.4.0). BLM's past performance evaluations are set forth in the following table.

| | |
|--|--|
| BLM Contract No. 1422H952-C98-2017 Eagle Pass Reforestation 720 Upper Applegate Jacksonville, OR 97530 Contact: Antonio Mena, 541-899-1227 *Good to excellent | BLM Contract No. 1422H952-C98-2018 Grayback Forestry Inc. PO Box 838 Merlin, OR 97532 Contact: Michael Wheelock, 541-476-0033 *Outstanding |
| BLM Contract No. 1422H952-C98-2019 Ore-Cal Fire Suppression 32159 Transformer Road Malin, OR 97632 Contact: Jim Hogue, 541-723-5031 *Fair to good | BLM Contract No. 1422H952-C98-2020 Patrick Environmental Inc. PO Box 1508 Springfield, OR 97477 Contact: Rickey Dice, 541-746-7528 *Excellent |

BLM contact:

Myrna Jungling, Contracting Officer 503-808-6225

For wage determination and contractors' technical approach, contact:

Tom Fulton at 503-808-6210

All modifications have been incorporated into text.

*Past performance definitions:

Outstanding -- Very comprehensive, in depth, work. Consistently meets standards with no omissions. Consistently high quality performance can be expected.

Excellent -- Extensive, detailed work for all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than excellent performance might be expected.

Good -- No deficiencies noted. Better than acceptable performance can be expected but in some significant areas there is an unevenness or spottiness which might impact on performance.

Fair -- Generally meets minimum requirements but there is no expectation of better than acceptable performance; deficiencies are confined to areas with minor impact on performance and can be corrected.

Poor -- Fails to meet one or more minimum requirements; deficiencies exist in significant areas but can be corrected, or serious deficiencies exist in areas with minor impact.

SECTION B - SCHEDULE OF ITEMS

WILDFIRE HAZARD REDUCTION TREATMENTS, PRESCRIBED BURNING, MOP-UP, AND RELATED SERVICES WITHIN THE KLAMATH BASIN COOPERATIVE AREA.

This is a 5-year indefinite-delivery, indefinite-quantity contract for the services specified. Offers shall be submitted for all difficulty levels listed below. These prices will be used to determine the price of each task order. The quantities listed are the estimated amounts of each difficulty level anticipated to be ordered throughout the contract. Orders may be placed by offices serving the needs of the Lakeview District (BLM); Fremont and Winema National Forests; Sheldon-Hart and Klamath Basin National Wildlife Refuges; and Crater Lake National Park. Quantities listed below are a standard portion of the estimated quantities, shown in simplified form for evaluation purposes only.

FIRST YEAR, FROM DATE OF AWARD THROUGH SEPTEMBER 30, 1999

| <u>Sub Item</u> | <u>Description/Level of Difficulty</u> | <u>Est Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|---|--|----------------|-------------|-------------------|---------------------|
| <u>Wildfire Hazard Reduction Treatments</u> | | | | | |
| Slashing - Subitem A | | | | | |
| A1 | Slashing - Level I | 1 | AC | | \$ _____ |
| A2 | Slashing - Level II | 1 | AC | | \$ _____ |
| A3 | Slashing - Level III | 1 | AC | | \$ _____ |
| A4 | Slashing - Level IV | 1 | AC | | \$ _____ |
| A5 | Slashing - Level V | 1 | AC | | \$ _____ |
| A6 | Slashing - Level VI | 1 | AC | | \$ _____ |
| A7 | Slashing - Level VII | 1 | AC | | \$ _____ |
| A8 | Slashing - Level VIII | 1 | AC | | \$ _____ |

SECTION B - SCHEDULE OF ITEMS (continued)

| <u>Sub Item</u> | <u>Description/Level of Difficulty</u> | <u>Est Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|---------------------------------------|--|----------------|-------------|-------------------|---------------------|
| Girdling - Subitem B | | | | | |
| B1 | Girdling - Level I | 1 | AC | | \$_____ |
| B2 | Girdling - Level II | 1 | AC | | \$_____ |
| B3 | Girdling - Level III | 1 | AC | | \$_____ |
| Lop and Scatter - Subitem C | | | | | |
| C1 | Lop and Scatter - Level I | 1 | AC | | \$_____ |
| C2 | Lop and Scatter - Level II | 1 | AC | | \$_____ |
| C3 | Lop and Scatter - Level III | 1 | AC | | \$_____ |
| C4 | Lop and Scatter - Level IV | 1 | AC | | \$_____ |
| Selective Slashing - Subitem D | | | | | |
| D1 | Selective Slashing - Level I | 1 | AC | | \$_____ |
| D2 | Selective Slashing - Level II | 1 | AC | | \$_____ |
| D3 | Selective Slashing - Level III | 1 | AC | | \$_____ |
| D4 | Selective Slashing - Level IV | | 1 | AC | \$_____ |
| D5 | Selective Slashing - Level V | 1 | AC | | \$_____ |
| D6 | Selective Slashing - Level VI | | 1 | AC | \$_____ |
| Pruning - Subitem E | | | | | |
| E1 | Pruning - Level I | 1 | AC | | \$_____ |
| E2 | Pruning - Level II | 1 | AC | | \$_____ |

SECTION B - SCHEDULE OF ITEMS (continued)

| <u>Sub Item</u> | <u>Description/Level of Difficulty</u> | <u>Est Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|-----------------|--|----------------|-------------|-------------------|---------------------|
| E3 | Pruning - Level III | 1 | AC | | \$_____ |
| E4 | Pruning - Level IV | 1 | AC | | \$_____ |
| E5 | Pruning - Level V | 1 | AC | | \$_____ |

Fuel Modification Zone Construction - Timber Stands - Subitem F

| | | | | | |
|----|-------------------------------|---|----|----|---------|
| F1 | FMZ Construction - Level I | 1 | AC | | \$_____ |
| F2 | FMZ Construction - Level II | 1 | AC | | \$_____ |
| F3 | FMZ Construction - Level III | | 1 | AC | \$_____ |
| F4 | FMZ Construction - Level IV | 1 | AC | | \$_____ |
| F5 | FMZ Construction - Level V | 1 | AC | | \$_____ |
| F6 | FMZ Construction - Level VI | 1 | AC | | \$_____ |
| F7 | FMZ Construction - Level VII | 1 | AC | | \$_____ |
| F8 | FMZ Construction - Level VIII | 1 | AC | | \$_____ |
| F9 | FMZ Construction - Level IX | 1 | AC | | \$_____ |

Fuel Modification Zone Construction - Woodland/Shrubland - Subitem G

| | | | | | |
|----|------------------------------|---|----|----|---------|
| G1 | FMZ Construction - Level I | 1 | AC | | \$_____ |
| G2 | FMZ Construction - Level II | 1 | AC | | \$_____ |
| G3 | FMZ Construction - Level III | | 1 | AC | \$_____ |
| G4 | FMZ Construction - Level IV | 1 | AC | | \$_____ |
| G5 | FMZ Construction - Level V | 1 | AC | | \$_____ |

SECTION B - SCHEDULE OF ITEMS (continued)

| <u>Sub Item</u> | <u>Description/Level of Difficulty</u> | <u>Est Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|---|--|----------------|-------------|-----------------------|---------------------|
| G6 | FMZ Construction - Level VI | 1 | AC | | \$_____ |
| G7 | FMZ Construction - Level VII | 1 | AC | | \$_____ |
| G8 | FMZ Construction - Level VIII | 1 | AC | | \$_____ |
| G9 | FMZ Construction - Level IX | 1 | AC | | \$_____ |
| Hand Pile And Cover - Subitem H | | | | | |
| H1 | Hand Pile and Cover - Level I | 1 | AC | | \$_____ |
| H2 | Hand Pile and Cover - Level II | 1 | AC | | \$_____ |
| H3 | Hand Pile and Cover - Level III | 1 | AC | | \$_____ |
| H4 | Hand Pile and Cover - Level IV | 1 | AC | | \$_____ |
| H5 | Hand Pile and Cover - Level V | 1 | AC | | \$_____ |
| H6 | Hand Pile and Cover - Level VI | 1 | AC | | \$_____ |
| H7 | Hand Pile and Cover - Level VII | 1 | AC | | \$_____ |
| H8 | Hand Pile and Cover - Level VIII | 1 | AC | | \$_____ |
| H9 | Hand Pile and Cover - Level IX | 1 | AC | | \$_____ |
| H10 | Hand Pile and Cover - Level X | 1 | AC | | \$_____ |
| H11 | Hand Pile and Cover - Level XI | 1 | AC | | \$_____ |
| <u>Prescribed Burning Operations</u> | | | | | |
| Prescribed Fire Plan Preparation - Subitem I | | | | | |
| I1 | Presc. Fire Plan, Broad-cast Burn, Understory Burn, & Mop-up | N/A | EA | Not Separately Priced | |

SECTION B - SCHEDULE OF ITEMS (continued)

| <u>Sub Item</u> | <u>Description/Level of Difficulty</u> | <u>Est Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|-----------------|--|----------------|-------------|-----------------------|---------------------|
| I2 | Presc. Fire Plan, Swamper Burn, Hand Pile Burn, & Mop-up | N/A | EA | Not Separately Priced | |

Fireline Construction and Maintenance - Subitem J

| | | | | | |
|----|---|-----|----|---------|---------|
| J1 | Fireline Construction & Maintenance - Level I | 100 | LF | \$_____ | \$_____ |
| J2 | Fireline Construction & Maintenance - Level II | 100 | LF | \$_____ | \$_____ |
| J3 | Fireline Construction & Maintenance - Level III | 100 | LF | \$_____ | \$_____ |
| J4 | Fireline Construction & Maintenance - Level IV | 100 | LF | \$_____ | \$_____ |

Fuels Pullback - Subitem K

| | | | | | |
|----|----------------------------|---|----|--|---------|
| K1 | Fuels Pullback - Level I | 1 | AC | | \$_____ |
| K2 | Fuels Pullback - Level II | 1 | AC | | \$_____ |
| K3 | Fuels Pullback - Level III | 1 | AC | | \$_____ |

Prescribed Burn and Mop-Up: Swamper Burning - Subitem L

| | | | | | |
|----|-----------------------------|---|----|--|---------|
| L1 | Swamper Burning - Level I | 1 | AC | | \$_____ |
| L2 | Swamper Burning - Level II | 1 | AC | | \$_____ |
| L3 | Swamper Burning - Level III | 1 | AC | | \$_____ |
| L4 | Swamper Burning - Level IV | 1 | AC | | \$_____ |
| L5 | Swamper Burning - Level V | 1 | AC | | \$_____ |
| L6 | Swamper Burning - Level VI | 1 | AC | | \$_____ |

SECTION B - SCHEDULE OF ITEMS (continued)

| <u>Sub Item</u> | <u>Description/Level of Difficulty</u> | <u>Est Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|--|--|----------------|-------------|-------------------|---------------------|
| L7 | Swamper Burning - Level VII | 1 | AC | | \$_____ |
| Prescribed Burn and Mop-Up: Broadcast and Understory Burn - Subitem M | | | | | |
| M1 | Prescribed Burning - Level I | 1 | AC | | \$_____ |
| M2 | Prescribed Burning - Level II \$_____ | | 10 | AC | \$_____ |
| M3 | Prescribed Burning - Level III | 100 | AC | \$_____ | \$_____ |
| M4 | Prescribed Burning - Level IV | 1000 | AC | \$_____ | \$_____ |
| M5 | Prescribed Burning - Level V | 1 | AC | | \$_____ |
| M6 | Prescribed Burning - Level VI | 10 | AC | \$_____ | \$_____ |
| M7 | Prescribed Burning - Level VII | 100 | AC | \$_____ | \$_____ |
| M8 | Prescribed Burning - Level VIII | 1 | AC | | \$_____ |
| M9 | Prescribed Burning - Level IX | 10 | AC | \$_____ | \$_____ |
| M10 | Prescribed Burning - Level X | 100 | AC | \$_____ | \$_____ |
| M11 | Prescribed Burning - Level XI | 1 | AC | | \$_____ |
| M12 | Prescribed Burning - Level XII | 1 | AC | | \$_____ |
| M13 | Prescribed Burning - Level XIII | 1 | AC | | \$_____ |
| M14 | Prescribed Burning - Level XIV | 10 | AC | \$_____ | \$_____ |
| M15 | Prescribed Burning - Level XIIV | 10 | AC | \$_____ | \$_____ |
| M16 | Prescribed Burning - Level XIIIIV | 10 | AC | \$_____ | \$_____ |
| M17 | Prescribed Burning - Level XVII | 1 | AC | | \$_____ |

SECTION B - SCHEDULE OF ITEMS (continued)

| <u>Sub Item</u> | <u>Description/Level of Difficulty</u> | <u>Est Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|-----------------|--|----------------|-------------|-------------------|---------------------|
| M18 | Prescribed Burning - Level XVIII | 10 | AC | \$_____ | \$_____ |
| M19 | Prescribed Burning - Level XIX | 100 | AC | \$_____ | \$_____ |
| M20 | Prescribed Burning - Level XX | 1 | AC | | \$_____ |
| M21 | Prescribed Burning - Level XXI | 10 | AC | \$_____ | \$_____ |
| M22 | Prescribed Burning - Level XXII | 100 | AC | \$_____ | \$_____ |
| M23 | Prescribed Burning - Level XXIII | 1 | AC | | \$_____ |
| M24 | Prescribed Burning - Level XXIV | 10 | AC | \$_____ | \$_____ |
| M25 | Prescribed Burning - Level XXV | 1 | AC | | \$_____ |
| M26 | Prescribed Burning - Level XXVI | 10 | AC | \$_____ | \$_____ |
| M27 | Prescribed Burning - Level XXVII | 100 | AC | \$_____ | \$_____ |

Prescribed Burn and Mop-Up: Hand Pile Burn - Subitem N

| | | | | | |
|----|-----------------------------|---|----|--|---------|
| N1 | Hand Pile Burn - Level I | 1 | AC | | \$_____ |
| N2 | Hand Pile Burn - Level II | 1 | AC | | \$_____ |
| N3 | Hand Pile Burn - Level III | 1 | AC | | \$_____ |
| N4 | Hand Pile Burn - Level IV | 1 | AC | | \$_____ |
| N5 | Hand Pile Burn - Level V | 1 | AC | | \$_____ |
| N6 | Hand Pile Burn - Level VI | 1 | AC | | \$_____ |
| N7 | Hand Pile Burn - Level VII | 1 | AC | | \$_____ |
| N8 | Hand Pile Burn - Level VIII | 1 | AC | | \$_____ |
| N9 | Hand Pile Burn - Level IX | 1 | AC | | \$_____ |

SECTION B - SCHEDULE OF ITEMS (continued)

| <u>Sub Item</u> | <u>Description/Level of Difficulty</u> | <u>Est Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|--------------------------------------|--|----------------|-------------|-------------------|---------------------|
| N10 | Hand Pile Burn - Level X | 1 | AC | | \$_____ |
| N11 | Hand Pile Burn - Level XI | 1 | AC | | \$_____ |
| Additional Mop-Up - Subitem O | | | | | |
| O1 | Additional Mop-Up - Level I | 1 | AC | | \$_____ |
| O2 | Additional Mop-Up - Level II | 1 | AC | | \$_____ |
| O3 | Additional Mop-Up - Level III | 1 | AC | | \$_____ |
| O4 | Additional Mop-Up - Level IV | 1 | AC | | \$_____ |
| O4 | Additional Mop-Up - Level IV | 1 | AC | | \$_____ |
| O5 | Additional Mop-Up - Level V | 1 | AC | | \$_____ |
| O6 | Additional Mop-Up - Level VI | 1 | AC | | \$_____ |
| O7 | Additional Mop-Up - Level VII | 1 | AC | | \$_____ |
| O8 | Additional Mop-Up - Level VIII | 1 | AC | | \$_____ |
| O9 | Additional Mop-Up - Level IX | 1 | AC | | \$_____ |
| O10 | Additional Mop-Up - Level X | 1 | AC | | \$_____ |
| O11 | Additional Mop-Up - Level XI | 1 | AC | | \$_____ |
| O12 | Additional Mop-Up - Level XII | 1 | AC | | \$_____ |
| <u>Related Services</u> | | | | | |
| P1 | Snag Felling (2-Person Team) | 1 | TH | | \$_____ |
| Q1 | Tractor Operations | 1 | HR | | \$_____ |
| Q2 | Lowboy Transport | 1 | MV | | \$_____ |

SECTION B - SCHEDULE OF ITEMS (continued)

| <u>Sub Item</u> | <u>Description/Level of Difficulty</u> | <u>Est Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|---|--|----------------|-------------|-------------------|---------------------|
| <u>Unit Holding and Mop-up</u> | | | | | |
| R1 | Holding and Mop-up-Level I | 1 | CH | | \$_____ |
| R2 | Holding and Mop-up-Level II | 10 | CH | \$_____ | \$_____ |
| R3 | Holding and Mop-up-Level III | 50 | CH | \$_____ | \$_____ |
| R4 | Holding and Mop-up-Level IV | 130 | CH | \$_____ | \$_____ |
| R5 | Holding and Mop-up-Level V | 1 | CH | | \$_____ |
| R6 | Holding and Mop-up-Level VI | 16 | CH | \$_____ | \$_____ |
| R7 | Holding and Mop-up-Level VII | 50 | CH | \$_____ | \$_____ |
| R8 | Holding and Mop-up-Level VIII | 130 | CH | \$_____ | \$_____ |
| R9 | Holding and Mop-up-Level IX | 1 | CH | | \$_____ |
| R10 | Holding and Mop-up-Level X | 16 | CH | \$_____ | \$_____ |
| R11 | Holding and Mop-up-Level XI | 50 | CH | \$_____ | \$_____ |
| R12 | Holding and Mop-up-Level XII | 130 | CH | \$_____ | \$_____ |
| R13 | Holding and Mop-up-Level XIII | 1 | CH | | \$_____ |
| R14 | Holding and Mop-up-Level XIV | 16 | CH | \$_____ | \$_____ |
| R15 | Holding and Mop-up-Level XV | 50 | CH | \$_____ | \$_____ |
| R16 | Holding and Mop-up-Level XVI | 130 | CH | \$_____ | \$_____ |
| TOTAL - SUB ITEMS A THRU R (FIRST YEAR) | | | | | \$_____ |

EST = Estimated AC = Acre CH =Chains EA = Each
HR = Hour LF = Linear Feet MV=Move TH = Team Hour

ANNUAL PRICE ADJUSTMENT

Offerors wishing to propose revised prices in successive years shall state in the spaces below the escalation or de-escalation percentages to be used by the Government to compute future year prices, to be effective from October 1 - September 30. For instance, a 3% escalation factor is shown as 3% (rather than 103% or 1.03). If no percentage is entered, future year prices will be the same as base year prices. The factors stated will be compounded annually. Award will be based on the total of the base year plus the four additional years.

Annual Escalation Percentage: _____ OR Annual De-escalation Percentage: _____

The Government may elect to make single or multiple task order contract awards to two or more sources under this solicitation in accordance with Section L, Instructions, Conditions, and Notices to Offeror, Provision 52.216-27.

The minimum guarantee under all contracts will be \$1,000,000 in total. After award, task orders may be placed by the Government. All task orders will be placed no later than September 30, 2003. The date of the order placed by the Government will determine the prices for each year as specified above. The total value of all task orders will not exceed \$10,000,000.

The levels of difficulty for all Subitems A thru R are listed in Section C.5 of the specifications. The levels of difficulty of the units in the Sample Task Order (See Section J) establish the rating standards for additional orders. Unlisted units may be ordered, at which time a difficulty rating will be assigned based on the rating standards. Maps will be provided.

PERFORMANCE TIME: 365 calendar days from date of task order. See Clause F.4.0.
ESTIMATED START WORK DATE: August 1, 1998

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

The North American Industry Classification System (NAICS) code for this acquisition is 115310.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1.0 GENERAL

- C.1.1 Introduction - The Klamath Falls Resource Area of the Lakeview District, Bureau of Land Management (BLM) is acquiring fuels management services to treat vegetation to reduce the risk of wildland fires.
- C.1.2 Background - Project areas are reforestation areas, natural and managed stands of timber of all ages size, and species, shrubfields, or grass areas. Fuels will consist of harvest activity slash, natural fuels, live fuels, and slashed shrubs and trees. Fuel loadings range from less than ½ ton per acre to as high as 100 tons or more per acre. Treatments such as brushing, piling, fuelbreak construction, and prescribed fire have been shown to reduce the risk of wildland fire and the severity of fires that do occur. It is the objective of this contract to treat fuels present on units identified by the BLM to reduce fuel loading and optimize the treatment of those fuels to the most effective burning period.
- C.1.3 Scope - The services in this contract are designed to provide for wildfire hazard reduction, prescribed burning and mop-up, and related services. This contract requires vegetation manipulation, burn unit preparation, prescribed burning and mop-up in compliance with its terms, specifications and provisions. This includes the Contractor formulating and preparing written burn plans for submission and approval by the COR; determining when specific burn units are within prescription parameters through field checks of fuel moisture percentages; providing all required crew members, supervision and making all prescribed burn operational decisions ranging from determining that site specific unit conditions are within approved burn plan parameters, through ignition and holding operations, mop-up and patrol until released by the COR. This includes furnishing labor, supervision, transportation, operating supplies, and incidentals to perform all work necessary to conduct slashing, girdling, lop and scatter, selective slashing, pruning, fuel modification zone construction, hand piling and cover, prescribed fire plan preparation, fireline construction and maintenance, fuels pullback, prescribed burning and mop-up, additional mop-up, snag felling, roadblock removal/restoration, requested holding and mop-up.
- C.1.4 Applicable Directives - Requested BLM work shall be done in accordance with the Klamath Falls Resource Area Record of Decision and Resource Management Plan and Rangeland Program Summary - June 1995, the Klamath Falls Resource Area Environmental Assessment for Fire Management (OR 014-940-09) under the National Environmental Protection Act, and the Congressional Budget Authorization for Fiscal Year 1998.

- C.1.5 Location of Project Areas - The work will be performed on U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service and National Park Service administered lands. The general location of the work is within the Fremont, Winema National Forests, Sheldon-Hart, Klamath Basin National Wildlife Refuges, Crater Lake National Park and the Lakeview District of the Bureau of Land Management, known as the Klamath Basin Cooperative Area. The specific location of the projects are shown on the maps located in Section J. Project areas are located within a radius of approximately 4 hours travel time from the town of Lakeview.
- C.1.6 Boundaries of Project Areas - The project areas are generally identifiable as logged units, by changes in vegetation, roads, or flagging. The boundaries can be adjacent timber stands, recent harvest units, or other natural or manmade features that clearly define the boundary as noted on the project area maps.
- C.1.7 Access to Project Areas - Access is by all-weather and seasonal roads. Seasonal roads may be impassable for several days after heavy rains, or snow-blocked during the winter months.
- C.1.8 Unique Features of Project Areas - Standing timber, wildlife trees and snags may be present within the project sites. Research plots may be located within the project sites and can not be disturbed during mop-up activities.
- C.1.9 Wildfire Fire Guidelines and Procedure - If, in the judgement of the Task Order Manager (TOM), a slopover that occurs during ignition or mop-up cannot be contained with the personnel and equipment identified in the Countermeasures for Slopover element of the Prescribed Fire Plan, the TOM will declare an wildland fire (see definition of wildland fire). Under this condition, the Contractor shall take immediate action to control, suppress and mop up the escaped fire. The Contractor and crew(s) shall work under the direct supervision of the Government and continue working until released by the Government. The Contractor's personnel shall be paid at the applicable firefighting rates paid by the Government. The TOM shall notify the responsible office and procedures specified in the Escapement Contingency Plan will be implemented.
- C.1.10 Smoke Management Clearance for Burning and/or Mop-up
- C.1.10.1 The Government will obtain for the Contractor smoke management clearance from the Oregon Department of Forestry (ODF) or from California or Nevada authorities for burning in accordance with the Oregon, California or Nevada Smoke Management Plans. The Oregon State Forester issues daily smoke management instructions through the Salem Fire Weather Office. These instructions, as are those issued in California or Nevada, are dependent upon weather conditions. Weather conditions and number of units receiving burn clearance vary from season to season. The Government may not be able to obtain clearance for all of the units specified in the Schedule of Items due to these reasons. The Klamath Basin Cooperative supports the effort to reduce problems in smoke sensitive areas, and agencies will not

authorized prescribed burning when the smoke management advisories caution against such actions.

C.1.10.2 It will be at the Government's option which units are ignited on any day(s) due to existing suppression contingencies, priorities of individual units, and smoke management.

C.1.11 Contractor Liability - ORS Chapter 477 will apply to all Contractor operations except prescribed burning. For prescribed fire, the Contractor shall be liable for suppression cost and resource damages only as a result of failure to follow the approved Prescribed Fire Plan.

C.2.0 DEFINITIONS

Accessible - Road access to a unit. Unit will be considered accessible when road access is within 1/4 mile of the unit.

Backing Fire - A fire spreading or set to spread into (against) the wind, or downhill (see Flanking Fire, Head Fire).

Berm - An outer border of the fire control line.

Burn Boss or Prescribed Fire Incident Commander 1 or 2 (RXB1 or RXB2) - The person responsible for the organizing and management of all personnel and equipment on the burn project and for meeting prescribed burn objectives. Burn Boss I (or RXB1) level is required for complex burns.

Burning out - Setting fire inside a control line to consume fuel between the edge of the fire and the control line.

Burn Plan - Commonly used term for the Prescribed Fire Plan.

Complexity of Burns - The agencies participating in this contract evaluate and rate prescribed burn complexity based on burning period, escape potential, ignition patterns and methods, fuel models, topography, size, values at risk, crew size, safety, and smoke management considerations. Complexity and Level Of Difficulty are not synonymous. Burn complexity is one of several factors that influences of Level of Difficulty. A highly complex burn may not be a highly rated Level of Difficulty. The three levels are described below:

- Complex - Factors which contribute to this rating are: More than a single burning period required for ignition, when fire behavior outside unit is greater than inside the unit, combinations of complex ignition patterns and methods are required, three or more fuel models are present, combinations of slopes and aspects lead to extreme fire behavior, forest burns are more than 40 acres, high values at risk outside the unit may be threatened by an escape, crew size exceeds 20 in ignition

and holding, safety risk is high, or potential for smoke intrusion is high, which may require accelerated mop-up even on cool, moist days. Burn Boss I (RXB1) level of experience and training is required for Burn Boss position on Complex rated burns.

- Intermediate - Factors which contribute to this rating include broadcast and understory burns that do not meet the above criteria but are not non-complex. This is the standard burn rating. Some control problems may be present due to location, aspects, or the presence of adjacent fuel complexes. Burn Boss II (RXB2) level of experience and training is required for Burn Boss position on Intermediate rated burns.
- Non-Complex - Factor which contribute to this rating include all hand pile burns and broadcast burns of small size with less than two acres of continuous fuels. Non-Complex burns have no or minimal control problems present and little to no risk to resources, personnel and equipment. Burn Boss III (RXB2) level of experience and training is required for Burn Boss position on Non-Complex rated burns.

Crew Member or Prescribed Fire Crew Member (FFT2 - Firefighter) - The individual responsible for performing field work aspects of this contract (fireline construction, slashing, hand piling, ignition, holding, mop-up) involving the use of hand tools, chain saws, drip torches, and water handling equipment.

Crew Supervisor - A crew member who provides direction and supervision to fellow crew members during burn unit preparation or wildfire hazard reduction treatments. Is responsible for work accomplishment and performance in accordance with the requirements of the contract.

Cultural and/or Threatened and Endangered (T&E) Sites - Locations where special protection is required to preserve and protect cultural values and species of plants or animals listed on the T&E list.

Cup Trench - A trench constructed on the outer edge of the undercut line, deep enough to catch rolling embers and cones.

DBH - Diameter measured at breast height, 4.5 feet above ground.

Duff - Decaying organic material found on the forest floor (all materials down to mineral soil).

FBPS Fuel Models - There are 13 fuel models used for estimating fire behavior. As described by Anderson H.E., Aids to Determining Fuel Models For Estimating Fire Behavior, GTR INT-122/NFES 1574, April 1982

FFT2 and CRWB - Standard classifications of positions on fire projects as defined in the Wildland Fire Qualifications Subsystem Guide published by the National Wildfire Coordinating Group (NWCG). Publication Numbers PMS 310-1 and NFES 1414. This publication will be available for review in the Lakeview Fire Office, 1000 South 9th Street, Lakeview, Oregon.

Fireline - A fire control line that is dug or scraped to mineral soil by hand or machine according to minimum clearance standards. In certain areas this may be a natural barrier (road, river, rock, etc).

Firing - The intentional setting of fires to fuels during the ignition phase of prescribed burning.

Flank Lines - A fire control line constructed on the side of the unit (running across contours, i.e., up or down the slope).

Flanking Fire - A fire front spreading or set to spread at roughly right angles to the prevailing wind.

Hardwood - A broad-leaved tree which usually has a single well defined trunk and/or attains a height greater than 20 feet. Includes, but not limited to, species such as canyon live oak, chinkapin, bigleaf maple, madrone and oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps.

Hazard - The existence of a fuel complex that constitutes a threat of wildfire ignition, unacceptable fire behavior and severity, or suppression difficulty.

Hazard Reduction - The planned treatment or manipulation of naturally growing vegetation or any other flammable material for the purpose of reducing rate of spread and output of heat energy from any wildfire occurring in the area treated.

Head Fire - A fire front spreading or set to spread with the wind or upslope.

Holding - Actions required to contain the fire within the natural or constructed fireline and prevent escapes and slopovers.

Holding Boss or Holding Specialist (CRWB - Crew Boss) - The individual who provides direction to those personnel responsible for holding the line during the ignition and cool down period(s).

Ignition - Fire started by hand, aerial, or other means.

Infrared Scan - A procedure that locates hot areas through photography or hand held devices (probeye).

Jackpot - Concentration of slash or natural fuels, heavier than the surrounding areas.

Jackpot Burn - Burning Jackpot fuels at a time or conditions that won't allow the fire to spread from the target area.

Ladder Fuels - Fuels that provide vertical continuity between the ground and the tree crowns, thus creating a pathway for surface fire to move into the overstory tree crowns.

Lateral Lines - Hose lays that provide water delivery.

Leave Trees - Trees designated not to be cut. May include conifers, hardwoods, or hardwood clumps with less than or equal to three sprouts of common origin.

Leave Tree Group - A group of 2 -5 plus trees growing within an 8-foot diameter circle at ground level that are of exceptional quality in terms of vigor and structure. Groups may contain more than one species of tree. Examples would be a) two healthy ponderosa pine trees growing immediately adjacent to one another. b) a vigorous group white oak trees exhibiting a wide horizontal growth pattern. c) a large old pine with a healthy madrone tree growing near its base. The project inspector can show examples of suitable tree groups on the ground. Douglas-fir will not be considered for a leave tree group when it is the only species present. It may be included in a group when it is present in a minority amount.

Leave Shrub Clump - A group of 2 to 4 shrub plants with stems growing within a 6-foot diameter circle at ground level that are the same species.

Lighting Boss or Ignition Specialist 1 or 2 (RXI1 or RXI2) - Provides direction to lighting crew during ignition of the unit.

Litter - Needles, duff, twigs, cones and leaves.

Mainline - A hose lay which provides transportation of water from the source to lateral lines.

Mobilization - The act of delivering all ordered personnel and equipment to the project area.

Mop-up - To locate and physically extinguish by the efficient use of water, dirt, chemical agents, or any combination thereof, all burning, smoldering, or burned material.

Mop-Up Boss - The individual who provides direction to those personnel responsible for extinguishing the fire after ignition and holding are completed and until the COR accepts the unit.

Prescribed Fire - Controlled application of fire to wildland fuels in either their natural or modified state, under specified environmental conditions which allow the fire to be

confined to a predetermined area and at the same time to produce the intensity of heat and rate of spread required to attain planned resource management objectives.

Prescribed Fire Plan - Also called the Burn Plan. This is a written plan which includes burn area description, resource and prescribed fire objectives, fuels description, weather and fuel parameters, acceptable fire behavior, smoke management and other considerations, ignition schedule, ignition and holding plan, safety considerations, workforce and equipment needs, unit maps, escape contingency plan, crew briefing and go/no go checklist, and the complexity rating of the burn project. The plan must be reviewed and approved prior to implementation. The approved plan constitutes the authority to burn, subject to Paragraph C.1.7.

Project Area - The area being treated with prescribed fire and any escapes or spot fires resulting from the prescribed fire.

Reburn - Open flames that develop and spread during the mop-up phase of the work project.

Reserved Trees or Reserved Areas - Individual species of trees or certain areas within a treatment unit that the contract or COR designates are reserved from treatment.

Riparian Buffer - For prescribed fire purposes, a 50-foot area extending upslope on each side of a stream channel.

RXB1, RXB2, RXI1, RXI2, etc. - Mnemonics for prescribed fire standard classifications of positions as defined in National Interagency Incident Management System Wildland Fire Qualification Subsystem Guide, Part 2 - Prescribed Fire. Publication number PMS 310-1 (Part 2) or NFES 2479, published by the National Wildfire Coordinating Group (NWCG), February 1995.

Shrub (or brush) - Vegetation consisting of woody perennial plant smaller than a tree, usually having permanent single or multiple stems originating at or near the ground level not normally reaching 20 feet in height. Examples are manzanita, ceanothus, hazel, rhododendron, etc.

Slash - Any cut vegetation or existing natural (dead and down) woody debris.

Slopover - A prescribed fire that crosses an established control perimeter but can be contained by personnel and equipment identified in the Prescribed Fire Plan (Countermeasures for Slopover).

Snag - a dead or living tree that has 10 percent or less live crown.

Spike - Sharp pointed limbs of living or dead vegetation.

Spot Fire - Any fire located outside of the burn unit caused by airborne fire brands or radiated heat emitted from the prescribed fire.

Stream Channel - That area influenced by high water at the time of the year with the highest flow.

Surplus Vegetation - Includes vegetation (conifers and hardwoods) greater than 1 foot tall and up to 12 inches DBH; western juniper trees greater than 1 foot tall and up to 16 inches DBH; and shrubs less than 12 inches diameter at ground level; when not selected as leave trees, reserved, or needed to meet spacing requirements. For Fuel Modification Zones, Subitems F and G: Standing dead conifers, hardwoods and shrubs shall be included as surplus when not reserved. For Fuel Modification Zones, Subitems G (Woodlands/Shrublands): All vegetation less than 5 inches DBH shall be included as surplus when not reserved.

Swamper Burning - The concurrent hand piling and burning of existing slash and material severed under this contract; i.e., a small pile is ignited and more logging slash and shrubs are added to the pile while the pile is burning.

Task Order Manager - The TOM is responsible for the project inspection for a identified task order. This person has fire behavior, fuels management experience and is qualified to conduct oversight and evaluation of the Contractors operations. The TOM provides technical expertise to the COR regarding prescribed fire operations.

Tons/Acre - Unit of measurement of fuel, usually but not always, of dead and down woody debris (slash). Tons/Acre is determined by using a Photo Series, such as USDA Forest Service GTR-PNW 51 (1976). These documents are available for review by the contractor at the BLM Klamath Falls Resource Area office.

Top Line - Fireline constructed on the top of the unit (running parallel to the contours, i.e., across the slope).

Understory burn - Prescribed broadcast burn on an area which has an overstory of conifer trees. Prescribed burn objective includes burning the area in such a manner as to prevent mortality of the overstory trees.

Undercut Line - Fireline constructed on the bottom of the unit (running parallel to the contour, i.e., across the slope).

Water Bar - Trenches cut at a 45-degree angle across the fireline to deflect water and reduce erosion.

Wildland Fire - An escaped prescribed fire is a wildland fire. The TOM determines that an escape exists based on either, or both of two criteria: (1) When containment

of a slopover requires personnel or equipment exceeding that specified in the Countermeasures for Slopover element of the Prescribed Fire Plan; (2) When environmental conditions and/or fire behavior exceeds that specified in the Prescribed Fire Plan and the TOM determines that an escape has or is likely to occur. The declaration of a wildland fire for contract purposes can only be made by the COR.

Wildlife Trees - Standing dead or live trees left for nesting, feeding, perching and shelter for birds and mammals. Trees may be marked with paint and/or designated with a tag stating it is a wildlife tree or as identified by the COR.

C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

C.3.1 Unless otherwise specified herein, the Contractor shall provide all labor, transportation, materials, and equipment necessary to perform the work as described herein.

C.3.2 Work Camps - Camping on agency administered lands will only be allowed in approved sites and with the prior written authorization of the responsible land manager. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. All fire regulations and permits shall be followed. All garbage and refuse shall be removed from the camp site(s) by the Contractor and disposed of off site before final payment is made.

C.3.3 Tractor - Operations such as roadblock removal and restoration, crushing of vegetation, fireline construction, mop-up of landings, and prescribed burn holding operations will require the use of a tractor with trailer. Tractor size of 24,000 pounds gross operating weight, and 95 horse power or less is required. (Example: equivalent to Caterpillar D-4, John Deere 450, Komatsu D45A, Case 750, MF 300, or smaller sizes). Other type mechanized equipment capable of performing roadblock removal and restoration may be used if capable of performing the operation. Tractor operations including roadblock removal and restoration, crushing of vegetation, and mop-up of landings are included in Item Q. Tractor fireline construction is within Item J. The Contractor may consider the use of a tractor for holding and slopover/escape fire contingency purposes when planning and implementing prescribed burning. The cost for unit contingency utilizing a dozer shall be included within subitem M. The use of a tractor for these purposes should be included in Prescribed Fire Plan, and will require prior approval by the COR.

C.3.4 Helicopter Aerial Ignition - Aerial ignition method rather than hand ignition may be required for some burns due to safety considerations for ignition personnel, and/or to meet resource and prescribed fire objectives. This would typically include one or more of the following conditions: shrub fuel types where vegetation is dense or above waist height; burn intensity is high or flame lengths predicted would exceed the 4 to 12 feet range; burn season is during the late fall and winter and fuel type would require aerial ignition to meet fuel reduction objectives; or travel by foot through the

unit is slow and difficult. Required aerial ignition would only occur for prescribed broadcast or underburns, in Subitems M1 - M27.

- C.3.5 Project Layout and Cultural Surveys by Contractor - The Contractor shall utilize maps and/or photos provided by the Government to locate and mark the perimeter of each project with Contractor-provided flagging. The Government may have located part or all of the perimeter for any project. If the project area is crossed by a Riparian Buffer, the Contractor shall mark the buffer boundaries and follow the protection instructions included in the task order. The Contractor shall provide a Government-trained and approved Designated Archeological/Botanical Technician (DA/BT) to survey the route of any fire trail prior to construction. The DA/BT will be provided one-time training to conduct Cultural and Botanical Surveys following the Oregon State Historic Preservation Office guidelines and threaten and endangered (T&E) plant protocols. All survey reports are to be submitted to the Government within 30 days of completion of survey. Cultural and T&E sites are to be avoided during fire trail construction and mop-up operations.
- C.3.6 Security of Materials - The Contractor may leave its equipment and Government-furnished property at the work site. The Contractor shall be responsible for the Contractor's equipment and Government-furnished property if it should be lost, stolen or damaged.
- C.3.7 Noxious Weeds - Insure that all equipment is cleaned off prior to operating on Government lands. Remove all dirt, grease, and plant parts that carry noxious weed seeds or vegetative parts. This may be accomplished with a pressure hose. In addition ,if equipment is found operating in a noxious weed area, the equipment must be cleaned before moving to another area.
- C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES
- C.4.1 All Government furnished equipment and supplies, hereinafter referred to as Government-furnished property, will be picked up by the Contractor at the Lakeview Fire Office, (except as otherwise specified), at 1000 South 9th Street, Lakeview, Oregon and signed for on Form DI-105 by the Contractor or Contractor's authorized representative. The Contractor shall return all Government furnished-property within 24 hours from final acceptance. At time of return, the Contractor shall furnish the COR with an inventory of property being returned. The Contractor shall be responsible for any shortages of Government-furnished property.
- C.4.2 The Government shall furnish property and services as listed below:
- a. A Government hand-held portable radio for communication with the Fire Office, TOM or COR on all prescribed burning operations.
 - b. Photo Series to help Contractor to estimate fuel loadings, maps and aerial photos to assist Contractor in layout of project units when requested.

- c. BEHAVE computer software (fire behavior prediction program) to assist Contractor in meeting specific fire behavior at the site, as required in the Prescribed Fire Plan.
- d. Unit Prescribed Fire Plans. The Government will provide a Prescribed Fire Plan form for each burn unit. These plans may vary in agency format. The plans will indicate resource and prescribed fire objectives, fuels descriptions, establish fuel and weather parameters, fire behavior, smoke management and any other special considerations. Because of this large volume of paper, the Prescribed Fire Plans are not included with this solicitation, but are available at the Lakeview Fire Office. Sample fire plans are included in Section J.
- e. Weather forecast and other weather information will be available for use by the Contractor at the District Office. These products are now available on the Internet. The Government will provide address at the request of the Contractor.
- f. Threatened and Endangered Species information, cultural survey information and reporting formats, maps, photos and training provided under Paragraph C.3.8.

C.5.0 SPECIFIC TASKS

C.5.1 Slashing - Subitem A

- C.5.1.1 Level of Difficulty - The level of difficulty for slashing is determined by the task order. The level is based on the relative amount of the material to be slashed, according to size of material to be slashed, as described in C.5.1.2 and C.5.1.3, and percent cover, as follows:

Subitem A1 - Level I - Unit density of material to be severed is estimated to average 20 percent or less of total cover.

Subitem A2 - Level II - Unit density of material to be severed is estimated to average between 21 and 40 percent cover.

Subitem A3 - Level III - Unit density of material to be severed is estimated to average between 41 and 60 percent cover.

Subitem A4 - Level IV - Unit density of material to be severed is estimated to average greater than 61 percent cover.

Subitem A5 - Level V - Unit density of material to be severed is estimated to average 20 percent or less of total cover.

Subitem A6 - Level VI - Unit density of material to be severed is estimated to be between 21 and 40 percent cover.

Subitem A7 - Level VII - Unit density of material to be severed is estimated to be between 41 and 60 percent cover.

Subitem A8 - Level VIII - Unit density of material to be severed is estimated to be greater than 61 percent cover.

C.5.1.2 Subitems A1, A2, A3, A4: All live, standing vegetation, between 1 inch DBH and 6 inches DBH shall be completely severed with the stump height not to exceed 6 inches. This will be the standard size for treatment unless otherwise designated. The task order may designate a different size within this range for individual units (example: slash 1-4 or 2-6 inches only, instead of the 1-6 inches), but not outside the 1-6 inch DBH range. Individual species may be specified as reserved from cutting on individual units.

C.5.1.3 Subitems A5, A6, A7 and A8: All live, standing vegetation, greater than 2 feet in height and 3 feet in length, but not over 6 inches DBH shall be completely severed with the stump height not to exceed 6 inches. This will be the standard size for treatment unless otherwise designated. The task order may designate a different size within this range for individual units (example: slash greater than 4 feet in height and/or 4 feet in length, instead of the 2 feet height and/or 3 feet length up to 6 inches DBH), but not outside the original range limits. Individual species may be specified as reserved from cutting on individual units.

C.5.1.4 Each task order will specify the level of difficulty, size limits for treatment, whether hardwoods and/or conifers are included, and if any individual species are reserved from treatment.

C.5.1.5 Slashing shall be accomplished throughout the entire unit, excluding areas identified by the task order as reserved from treatment. Fire lines shall remain free of debris. Restore Fire lines to original clear condition following slashing.

C.5.2 Girdling - Subitem B

C.5.2.1 Level of Difficulty - The level of difficulty for girdling is determined by the task order. The level is based on the expected number of trees to be girdled.

Subitem B1 - Level I - The expected number of trees to be treated is less than 30 trees per acre.

Subitem B2 - Level II - The expected number of trees to be treated is between 30 and 60 trees per acre.

Subitem B3 - Level III - The expected number of trees to be treated is between 60 and 120 trees per acre.

C.5.2.2 Girdling shall be accomplished in one of two manners, as designated in the task order:

- a. All hardwoods and/or conifers between 6 inch DBH and 16 inches DBH shall be girdled. Three (3) horizontal chain saw cuts shall be made completely around the bole of each hardwood tree, and two (2) horizontal chain saw cuts shall be made completely around the bole of each conifer tree; such that the minimum cut depth inside the cambium is ½ inch. Cut shall be made below the lowest live limb. If limbs extend to ground level, cut lower limbs within 1 foot of ground level.
- b. All hardwoods and/or conifers between 4 inches DBH and 16 inches DBH shall be girdled in such a manner as to create a 4 to 6-inch wide horizontal band cut completely around the bole of each tree such that the cambium is removed. Made cuts below the lowest live limb.

These will be the standard tree DBH size for treatment unless otherwise designated. The task order may designate a different size within this range for individual units (example: girdle trees 6-10 or 4-6 inch DBH only). Individual species may be specified as reserved from girdling on individual units.

C.5.2.3 Each task order will specify the level of difficulty, one of the specifications from C.5.2.2, and the size range limits for treatment, whether hardwoods and/or conifers are included, and if any individual species are reserved from treatment. With written approval from the CO, fall trees instead of girdling.

C.5.2.4 Accomplished girdling throughout the entire unit, excluding areas identified by the task order as reserved from treatment.

C.5.3 Lop and Scatter - Subitem C

C.5.3.1 Level of Difficulty - The level of difficulty for lop and scatter is determined by the task order. The level is based on the amount of the slash to be treated, access to the project site, and reduction height of slash.

Subitem C1 - Level I - The amount of slash to be lopped and scattered averages less than 12 tons per acre. Site is accessible or walk-in of less than 1/4 mile is required. Reduced slash to the extent that it is within 12 inches of the ground at all points.

Subitem C2 - Level II - The amount of slash to be lopped and scattered averages between 12 and 20 tons per acre. Site has limited access or walk-in of less than 1/4 mile is required. Reduced slash to the extent that it is within 20 inches of the ground at all points.

Subitem C3 - Level III - The amount of slash to be lopped and scattered averages less than 12 tons per acre. Access requires a walk-in of up to 1 mile. Reduced slash to the extent that it is within 12 inches of the ground at all points.

Subitem C4 - Level IV - The amount of slash to be lopped and scattered averages between 12 and 20 tons per acre. Access requires a walk-in of up to 1 mile. Slash shall be reduced to the extent that it is within 20 inches of the ground at all points.

C.5.3.2 Slash to be Treated - 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.

C.5.3.3 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 12 feet.

C.5.4 Selective Slashing - Subitem D

C.5.4.1 Level of Difficulty - The level of difficulty for selective slashing is determined by the task order. The level is based on the expected number of leave trees per acre to be treated and/or spacing between leave trees, or the relative amount of material to be slashed.

Subitem D1 - Level I - 109 acceptable leave trees at a 20' X 20' spacing. Unit density is estimated to average less than 40 percent cover.

Subitem D2 - Level II - 109 acceptable leave trees at a 20' X 20' spacing. Unit density is estimated to average between 40 and 60 percent cover.

Subitem D3 - Level III - 109 acceptable leave trees at a 20' X 20' spacing. Unit density is estimated to average greater than 60 percent cover.

Subitem D4 - Level IV - A specific spacing footage will be designated by Government, within the range of 15' X 15' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (15' X 15' spacing equals 194 trees/acre, 45' X 45' spacing equals 22 trees/acre). Unit density is estimated to average less than 40 percent cover.

Subitem D5 - Level V - A specific spacing footage will be designated by Government, within the range of 15' X 15' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (15' X 15' spacing equals 194 trees/acre, 45' X 45' spacing equals 22 trees/acre). Unit density is estimated to average between 40 and 60 percent cover.

Subitem D6 - Level VI - A specific spacing footage will be designated by Government, within the range of 15' X 15' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (15' X 15' spacing equals 194 trees/acre, 45' X 45' spacing equals 22 trees/acre). Unit density is estimated to average greater than 60 percent cover.

C.5.4.2 Criteria for Selection of Leave Trees

- a. The best available acceptable leave trees, both conifers and hardwoods, shall be selected as leave trees and treated in accordance with spacing requirement and the number per acre specified by the Level of Difficulty. The average spacing may vary + or - 20% of the spacing stated in the Level of Difficulty in order to select the best leave trees without numerically changing the average number of leave trees per acre.
- b. The largest, healthiest, best-formed trees shall be selected as leave trees. Characteristics used in the selection of leave trees include the following:
 - 1) Has no apparent damage to the main bole;
 - 2) Is not chlorotic;
 - 3) Demonstrates good vigor and is disease free;
 - 4) Has at least 40 percent crown ratio.
- c. In areas containing a variety of conifer species, leave trees shall be selected using the following species preference:
 - 1) Sugar pine or ponderosa pine
 - 2) Douglas-fir
 - 3) Incense cedar
 - 4) True fir
- d. Exceptions to the species preference guidelines stated above will be identified by the Government on each unit. Theses can include changing the order and/or identifying species other than those stated above.
- e. The Government may identify additional individual leave trees or leave tree areas within each unit.

C.5.4.3 Treatment of Surplus Vegetation

- a. All vegetation not selected as acceptable crop trees over three feet tall and up to 7 inches DBH within the specified spacing of acceptable leave tree shall be severed one foot or less above the ground. No live limbs shall be left on the stump of any cut stem.
- b. All conifers over one foot tall and up to 7 inches DBH not selected as acceptable leave trees and within the specified spacing of acceptable leave tree shall be completely severed one foot or less above the ground. No live limbs shall be left on the stump of any cut stem.
- c. Vegetation greater than 7 inches DBH shall not be cut.

- d. Hardwood vegetation from 7 inches to 12 inches DBH shall be girdled. Hardwood vegetation greater than 12 inches DBH shall not be treated.
- e. Acceptable crop trees shall not be damaged while cutting vegetation, or buried with slash.

C.5.4.4 Unless further treatment of slash is prescribed, such as hand piling and burning, swamper burning or underburning, lop and scatter the resulting slash to a maximum 12-foot length and a depth not to exceed 24 inches.

C.5.4.5 No slash cut by the Contractor shall be left on the ground within 25 feet of any road or outside the project area. Remove all slash at least 25 feet from the road shoulder on the upper (uphill) side, and 50 feet on the lower (downhill) side.

C.5.4.6 Individual species may be specified as reserved from selective slashing on individual units.

C.5.5 Pruning - Subitem E

C.5.5.1 Level of Difficulty - The level of difficulty for pruning is determined by the task order. The level is based on the expected number of trees per acre (TPA) requiring treatment.

Subitem E1 - Level I - Less than 20 TPA.

Subitem E2 - Level II - 20 - 50 TPA.

Subitem E3 - Level III - 50 - 100 TPA.

Subitem E4 - Level IV - 100 - 150 TPA.

Subitem E5 - Level IV - 150 - 220 TPA.

C.5.5.2 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 of from 6 to 12 feet. The COR 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 as close to the bole of the tree as possible.

C.5.5.3 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.

C.5.5.4 Material pruned shall be pulled back 4 feet away from tree bole.

C.5.5.5 Pruning will almost always be ordered in conjunction with slashing, selective slashing, girdling, or burning. It is anticipated that pruning would rarely be ordered as the sole treatment for an area.

C.5.5.6 Individual species of hardwoods and conifers may be specified as reserved from pruning on individual units.

C.5.6 Fuel Modification Zone Construction - Timber Stands - Subitem F

C.5.6.1 Fuel modification zones (FMZs) shall be created to reduce adverse wildfire effects, limit rate of spread, and/or to establish defensible areas for use during fire suppression activities. Flammable material shall be treated and removed from the surface, understory, and canopy. Treatments required in this subitem include cutting of trees, slashing of shrubs and small vegetation, pruning of residual trees, and snag felling. FMZs will normally be created in whole or portions of stands, along ridge lines, between separate stand and vegetative types, or adjacent to private property.

C.5.6.2 Level of Difficulty - The level of difficulty for FMZs are based on percent cover of material to be treated and access to the project site. Level is determined by the task order.

Subitem F1 - Level I - Site is accessible with at least 75 percent of the work site accessible with longest walk-in of 1/4 mile or less. The percent cover of material to be treated is less than 40 percent.

Subitem F2 - Level II - Site is accessible with at least 75 percent of the work site accessible with longest walk-in of 1/4 mile or less. The percent cover of material to be treated is between 40 and 60 percent.

Subitem F3 - Level III - Site is accessible with at least 75 percent of the work site accessible with longest walk-in of 1/4 mile or less. The percent cover of material to be treated is greater than 60 percent.

Subitem F4 - Level IV - Access is limited with at least 50 percent of the work site accessible with longest walk-in of 1/2 mile or less. The percent cover of material to be treated is less than 40 percent.

Subitem F5 - Level V - Access is limited with at least 50 percent of the work site accessible with longest walk-in of 1/2 mile or less. The percent cover of material to be treated is between 40 and 60 percent.

Subitem F6 - Level VI - Access is limited with at least 50 percent of the work site accessible with longest walk-in of 1/2 mile or less. The percent cover of material to be treated is greater than 60 percent.

Subitem F7 - Level VII - Access is limited with 25 percent or less of the site accessible with longest walk-in 2 mile or less. The percent cover of material to be treated is less than 40 percent.

Subitem F8 - Level VIII - Access is limited with 25 percent or less of the site accessible with longest walk-in 2 mile or less. The percent cover of material to be treated is between 40 and 60 percent.

Subitem F9 - Level IX - Access is limited with 25 percent or less of the site accessible with longest walk-in 2 mile or less. The percent cover of material to be treated is greater than 60 percent.

C.5.6.3 Task orders for Subitems F1 thru F9 will include written instructions designating spacing width; pruning height; any no treatment areas; additional reserve trees, hardwoods, and/or shrubs; and/or girdling instructions.

C.5.6.4 Spacing - Spacing width shall be designated for each unit in written instructions with each task order. Width designated within the range of 20 to 45 feet. The average spacing may vary + or - 20% of the designated spacing in order to select the best leave trees without numerically changing the average number of leave trees per acre.

C.5.6.5 Criteria for Selection of Leave Trees

- a. Leave Trees 12" and greater - All conifers and hardwoods (with the exception of western juniper) 12 inches DBH and larger are reserved from cutting or girdling. Western Juniper trees 16 inches and larger are reserved from cutting or girdling. These trees shall be included in spacing requirements.
- b. Leave Trees < 12" - The largest, healthiest, best formed trees shall be selected as leave trees. Characteristics used in the selection of leave trees include the following:
 - 1) Has no apparent damage to the main bole;
 - 2) Is not chlorotic;
 - 3) Demonstrates good vigor and is disease free;
 - 4) Has at least 40 percent crown ratio, or largest crown ratio if none greater than 40 percent are present.
- c. In areas containing a variety of conifer species, leave trees shall be selected using the following species preference:
 - 1) Sugar pine or ponderosa pine
 - 2) Douglas-fir
 - 3) Incense cedar
 - 4) True fir

- d. Exceptions to the species preference guidelines stated above will be identified by the Government on each unit. These can include changing the order and/or identifying species other than those stated above.
- e. The Government may identify additional individual leave trees or leave tree areas within each unit.

C.5.6.6 Treatment of Surplus Trees and Shrubs

- a. All live and dead conifers, hardwood trees (with the exception of western juniper), and shrubs not selected as leave trees or reserved over one foot tall and up to 12 inches DBH (tanoak up to 16 inches DBH) within the specified spacing of acceptable leave tree shall be severed one foot or less above the ground. No live limbs shall be left on the stump of any cut stem.
- b. The Government may issue instructions with the task order requiring girdling of individual species or all, hardwoods, conifers, or both from 7 inches to 12 inches DBH (western juniper 7-16 inches DBH), instead of cutting. Unless otherwise instructed in the task order, cut surplus trees and shrubs up to 12 inches DBH (western juniper up to 16 inches DBH).
- c. Hardwoods and conifers greater than 12 inches DBH, Western Juniper greater than 16 inches DBH, shall not be cut or girdled, except as provided in C.5.6.9.
- d. Leave trees shall not be damaged while cutting vegetation, or buried with slash.

C.5.6.7 Unless further treatment of slash is prescribed, such as hand piling and burning, swamper burning or underburning, lop and scatter the resulting slash to a maximum 12-foot length and a depth not to exceed 24 inches.

C.5.6.8 No slash cut 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.

C.5.6.9 Girdling - Notwithstanding Paragraph C.5.6.6, conifers and hardwoods 7 to 12 inches DBH, and western juniper 7 to 16 inches DBH, may be designated for girdling on individual units. Trees designated for girdling shall have three (3) horizontal chain saw cuts made completely around the bole of the tree. The cuts shall be made such that the minimum cut inside the cambium is ½ inch. Cuts shall be made below the lowest live limb or branch.

C.5.6.10 Bucking of Cut Material - Slashed, cut and felled material shall be bucked into the standard length of 12 feet or less unless otherwise designated by the task order. Longer lengths may be designated in order to meet utilization objectives.

C.5.6.11 Pruning - Leave trees, girdled trees, and leave snags shall be pruned to a height of 6 to 12 feet 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 attach 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.

C.5.6.12 Snag Felling - The TOM may reserve individual snags from felling requirements when snags are deemed necessary for other resource objectives.

C.5.7 Fuel Modification Zone Construction - Woodland/Shrubland -Subitem G

C.5.7.1 Fuel modification zones (FMZs) shall be constructed to create a more sustainable vegetation cover in the event of wildfire. Vegetation density shall be reduced and species composition shall be modified. Activities required in this subitem include species identification and selection of leave trees and shrubs, cutting and girdling of trees, slashing of shrubs and small vegetation, pruning of leave trees and shrubs, and snag felling. FMZs will normally be created in whole or portions of stands, along ridge lines, between separate stand and vegetative types, or adjacent to private property.

C.5.7.2 Level of Difficulty - The level of difficulty for fuel modification zone construction is based on percent cover of material to be treated and access to the project site. Level is determined by the task order.

Sub-item G1 - Level I - Site is accessible with at least 75 percent of the work site accessible with longest walk-in of 1/4 mile or less. The percent cover of material to be treated is less than 40 percent.

Sub-item G2 - Level II - Site is accessible with at least 75 percent of the work site accessible with longest walk-in of 1/4 mile or less. The percent cover of material to be treated is between 40 and 60 percent.

Sub-item G3 - Level III - Site is accessible with at least 75 percent of the work site accessible with longest walk-in of 1/4 mile or less. The percent cover of material to be treated is greater than 60 percent.

Sub-item G4 - Level IV - Access is limited with at least 50 percent of the work site accessible with longest walk-in of 1/2 mile or less. The percent cover of material to be treated is less than 40 percent.

Sub-item G5 - Level V - Access is limited with at least 50 percent of the work site accessible with longest walk-in of 1/2 mile or less. The percent cover of material to be treated is between 40 and 60 percent.

Sub-item G6 - Level VI - Access is limited with at least 50 percent of the work site accessible with longest walk-in of ½ mile or less. The percent cover of material to be treated is greater than 60 percent.

Sub-item G7 - Level VII - Access is limited with 25 percent or less of the site accessible with longest walk-in 2 mile or less. The percent cover of material to be treated is less than 40 percent.

Sub-item G8 - Level VIII - Access is limited with 25 percent or less of the site accessible with longest walk-in 2 mile or less. The percent cover of material to be treated is between 40 and 60 percent.

Sub-item G9 - Level IX - Access is limited with 25 percent or less of the site accessible with longest walk-in 2 mile or less. The percent cover of material to be treated is greater than 60 percent.

C.5.7.3 Task orders for Subitems G1 thru G9 will include written instructions detailing spacing, pruning height, any no-treatment areas, reserve trees and shrubs, and/or changes to the order of preference.

C.5.7.4 Reserve Trees and Shrubs

- a. Areas of trees and shrubs may be reserved from treatment in designated units. Reserve areas may be designated by the Government or the Contractor. Prior to the Contractor commencing work in a unit, the Government may designate no-treatment area(s) within each unit, or, the Government may authorize the Contractor to designate the no-treatment area(s) within each unit. No cutting of vegetation shall be done within these designated areas. These areas may range in size from 1/10 acre to 1 acre, and number from zero to twenty. Areas less than one acre in size are included in acreage for payment.
- b. Reserve trees and shrubs shall be designated by the Government with marking (paint, flagging, or sign), or by written instructions. Reserve trees and shrubs shall not be damaged or cut. Reserve trees and shrubs shall not be considered in the spacing of leave trees or shrubs.
- c. Unless otherwise instructed in the task order, the Contractor shall leave any size cedar trees, 8-inch DBH or greater oak trees, 12-inch DBH or greater conifers, and hardwoods, 16-inch DBH or greater western juniper, and 12-inch diameter at ground level or greater shrub. These trees and shrubs shall be considered in the spacing of leave trees and shrub.

C.5.7.5 Selection of Individual Leave Trees and Shrubs, and Groups and Clumps

- a. The Contractor shall select leave trees or shrubs based on written instructions from the Government. These instruction may be in the form of a table, or

narrative. The Government will issue instructions prior to issuing Task Order for a unit. The sample table below lists an example of instructions for selection of the leave trees and shrub species in the order of preference for consideration. The Contractor shall determine preference for selection as leave tree or shrub based on the written instructions.

**ORDER OF CONSIDERATION FOR LEAVE TREE & SHRUB SELECTION
- SAMPLE ONLY**

| <u>Species</u> | <u>Size</u> | <u>Comments</u> |
|---|--------------------|---|
| Designated reserve trees/shrubs - | all | leave all, do not include in spacing. These can be painted reserved, flagged, bearing trees, boundary marked trees, other special designations. |
| Cedar | all | leave all, include in spacing. |
| Hardwoods & other Conifers | 12+" DBH | leave all, include in spacing. |
| Oaks | 8+" DBH | leave all, include in spacing. |
| Oaks | <8" DBH | include in spacing, leave single or group. |
| Pines | <12" DBH | include in spacing, leave single or group. |
| Other Hardwoods | <12" DBH | include in spacing, leave single or group. |
| Douglas-fir | 5-12" DBH | include in spacing, leave single. |
| shrub | 12+" stem diameter | include in spacing, leave single or clump. |
| shrub | <12" stem diameter | include in spacing, leave single or clump. |
| 1. mahogany 2. Wedgeleaf 3. cherry spp. 4. plum spp. 5. manzanita | | |

- b. White Fir and Western Juniper less than 5 inches DBH shall not be selected as leave trees.
- c. Groups and Clumps - Leave tree groups and leave shrub clumps shall be considered for leaving if present. See definitions for Leave Tree Group and Leave Shrub Clump. For spacing purposes, groups and clumps will be considered as one stem.
- d. Spacing of Leave Trees and Shrubs - Spacing for leave trees and shrubs, and for leave groups and clumps will be designated for each unit by the task order. The

spacing designated shall be no less than 20 feet and no greater than 45 feet between leave vegetation. The designated spacing may be varied plus or minus 10 feet in order to choose the best leave tree or shrub.

C.5.7.6 Treatment of Surplus Trees and Shrubs

- a. All live and dead conifers, hardwood trees, and shrubs not selected as leave or reserved over one foot tall and up to 12 inches DBH (western juniper up to 16 inches DBH) within the specified spacing of each acceptable leave tree or shrub stem and leave group and clump shall be severed one foot or less above the ground. No live limbs shall be left on the stump of any cut stem.
- b. The Government may issue instructions with the task order requiring girdling of individual species or all, hardwoods, conifers, or both from 7 inches to 12 inches DBH (western juniper 7-16 inches DBH), instead of cutting. Unless otherwise instructed in the task order, the Contractor shall cut surplus trees and shrubs up to 12 inches DBH (tanoak up to 16 inches DBH).
- c. Hardwoods, and conifers, greater than 12 inches DBH, western juniper greater than 16 inches DBH, and shrubs greater than 12 inches at ground level shall not be cut or girdled except as provided in C.5.7.9.
- d. Leave trees, shrubs, groups and clumps shall not be damaged while cutting vegetation, or buried with slash.

C.5.7.7 Girdling - Notwithstanding Paragraph C.5.7.6, conifers and hardwoods 7 to 12 inches DBH, and western juniper 7 to 16 inches DBH, may be designated for girdling on individual units. Trees designated for girdling shall have three (3) horizontal chain saw cuts made completely around the bole of the tree. The cuts shall be made such that the minimum cut inside the cambium is ½ inch. Cuts shall be made below the lowest live limb or branch.

C.5.7.8 Stump Heights - All conifer stumps shall be cut flush with the ground. All hardwood and shrub stumps shall be cut within 12 inches of the ground.

C.5.7.9 Bucking of Cut Material - Slashed, cut and felled material shall be bucked into the standard length of 12 feet or less unless otherwise designated by the task order. Longer lengths may be designated in order to meet utilization objectives.

C.5.7.10 Pruning - Leave trees, girdled trees, and leave snags shall be pruned to a height of 6 to 12 feet 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 attach 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.

C.5.7.11 Snag Felling - The COR may reserve individual snags from felling requirements when snags are deemed necessary for other resource goals.

C.5.8 Hand Pile and Cover - Subitem H

C.5.8.1 Level of Difficulty - The level of difficulty for hand piling and covering is determined by the task order. The level is based on the number of piles per acre expected, based on the amount of slash on the unit meeting specifications from C.5.8.2, or C.5.8.3. The Government will designate which specification for size of material to be piled with each task order. The following are hand pile and cover levels:

Subitem H1 - Level I - An average of fewer than 18 piles per acre.

Subitem H2 - Level II - An average of 19 to 30 piles per acre.

Subitem H3 - Level III - An average of 31 to 40 piles per acre.

Subitem H4 - Level IV - An average of 41 to 50 piles per acre.

Subitem H5 - Level V - Units with an average of 30 piles per acre or less; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem H6 - Level VI - Units with an average of 30 piles per acre or less; access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

Subitem H7 - Level VII - Units with an average of 31 to 50 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem H8 - Level VIII - Units with an average of 31 to 50 piles per acre; access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

Subitem H9 - Level IX - An average of 51 to 60 piles per acre.

Subitem H10 - Level X - Units with an average of 51 to 60 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem H11 - Level XI - Units with an average of 51 to 60 piles per acre; access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

- C.5.8.2 All slash between 1 and 6 inches in diameter and greater than 2 feet in length shall be piled. Slash less than 1 inch in diameter and less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 1 foot in depth.
- C.5.8.3 All slash less 6 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 1 foot in depth.
- C.5.8.4 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.
- C.5.8.5 Unless approved by the COR, maximum pile size shall be 8 feet in diameter by 8 feet in height, and minimum pile size shall be 5 feet in diameter by 4 feet in height.
- C.5.8.6 All piles shall be covered with a minimum of 6-foot by 6-foot piece of 4-mil polyethylene plastic, such that at least 80 percent of the pile's surface area shall be covered. All four corners and the middle of the plastic sheets shall be anchored with slash or other debris.
- C.5.8.7 Piles shall not be closer than 10 feet to reserved trees or 25 feet to a unit boundary, unless approved by the COR. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- C.5.8.8 Hand pile and cover shall be completed within 90 calendar days from effective date of the Notice to Proceed for the initial units or for each task order.
- C.5.9 Prescribed Fire Plan Preparation - Subitem I
- C.5.9.1 Subitem II - Broadcast Burn or Understory Burn - Submit a Prescribed Fire Plan for each broadcast and understory burn unit. Complete portions covering ignition, holding, escape contingency, mop-up, and crew briefing checklist. Complete an ignition and holding map which indicates initial workforce and equipment placement and utilization. Complete the workforce and equipment needs portion of the plan for the low, desired, and high acceptable prescription range of the fuel and weather parameters. Complete a mop-up plan to meet mop-up objectives for ignition at the low, desired, and high prescription range of the fuel and weather parameters. Complete a site-specific crew briefing checklist which identifies pertinent elements, especially safety, to be covered in preburn crew briefing. The Prescribed Fire Plan shall be very specific and based upon the Contractor's on-site inspection of the unit and environmental conditions. A joint on-site inspection involving both the Contractor and the COR or TOM may be requested by either party to clarify objectives and resolve deficiencies in the plan. Submit this plan to the COR for

approval at least 10 calendar days prior to the estimated ignition date. Sample Prescribed Fire Plan, Broadcast Burn or Understory Burn is shown in Section J.

- C.5.9.2 Subitem I2 - Hand Pile Burn or Swamper Burn - Submit a Prescribed Fire Plan for each hand pile burn or swamper burn unit. This plan requires completion of the portions covering ignition techniques, contingency and holding, mop-up/patrol, and personnel and equipment needed for hand pile ignition or swamper burn ignition. Complete a site-specific crew briefing checklist which identifies pertinent elements, especially safety, to be covered in preburn crew briefing. This plan shall be submitted to the COR for approval at least ten calendar days prior to the estimated ignition date. The Prescribed Fire Plan shall be very specific and based upon the Contractor's on-site inspection of the unit and environmental conditions. A joint on-site inspection involving both the Contractor and the COR or TOM may be requested by either party to clarify objectives and resolve deficiencies in the plan. Submit this plan to the COR for approval at least 10 calendar days prior to the estimated ignition date. Sample Prescribed Fire Plan, Hand Pile Burn or Swamper Burn is shown in Section J.
- C.5.9.3 The ignition, holding, and escape contingency elements of the Prescribed Fire Plan shall contain the following:
- a. Map at a scale fitting the entire unit (as large as possible) on a 8 ½ by 11-inch sheet of paper, showing ignition technique and pattern, placement of holding crew and equipment, area(s) of concern, and location where weather shall be monitored and documented.
 - b. A narrative discussing ignition technique and holding objectives. Indicate what shall be done, when it shall be done, how it shall be done, who shall do it, and shall include work force, equipment and supplies needed.
 - c. A narrative discussing contingency action plan if fire escapes control. As a minimum, the following points shall be covered:
 - 1) Identify probable points of escape.
 - 2) Define initial action to be taken, assigning personnel and equipment needed.
 - 3) Identify escape routes and safety hazards in area.
- C.5.9.4 Any changes in the ignition and holding elements of the Prescribed Fire Plan shall be submitted to the COR or TOM for approval the day of ignition or before.
- C.5.9.5 The mop-up plan shall be a part of the Prescribed Fire Plan. It shall address the mop-up objectives of (1) the prevention of fire escape outside the unit boundaries, (2) prevention of reburn within unit boundaries, and (3) prevention of residual smoke problems in residential and rural interface areas. It shall consist of an initial plan and

follow up daily plans beginning on ignition day. The daily plan shall be submitted to the COR or TOM prior to the next day's work and is subject to approval. All daily mop-up submissions shall contain the following:

- a. Map at a scale showing the entire unit and burned areas outside of fireline (as large as possible) on a 8 ½ by 11-inch sheet of paper, pattern of mop-up, placement of crew and equipment, and areas of potential problems (reburn, burning "wildlife trees", landings).
- b. A narrative discussion of mop-up priority, schedule of mop-up, patrol and contingency plans should an escape occur. A separate mop-up strategy shall be developed for low, desired, and high acceptable prescription ranges for each unit.
- c. At the option of the COR or TOM, the initial mop-up plan may be acceptable in lieu of the follow up daily plan.

C.5.9.6 Aerial Ignition Requirement - The Government may determine that individual burn units will require aerial ignition (helitorch or sphere dispenser) methods due to safety considerations for the ignition personnel, and/or are the needed to achieve prescribed fire and resource objectives. Helicopter operations shall comply with agency aviation standards. These units will typically be dense vegetation which is difficult to walk through and has predicted flame lengths exceeding 4-12 foot range, or the planned season of ignition and expected fuel conditions will require aerial ignition to meet objectives. The Prescribed Fire Plan will identify aerial ignition as the sole method for internal unit ignition. Flanks may be hand ignited.

C.5.10 Fireline Construction and Maintenance - Subitem J

C.5.10.1 Level of Difficulty - The level of difficulty for fireline construction is determined by the task order. The level is based on the following:

Subitem J1 - Level I - Fireline construction utilizing a tractor.

Subitem J2 - Level II - 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.

Subitem J3 - Level III - When hand firelines are constructed away from the unit boundaries, outside of unit slash or construction of firelines does not involve cutting through continuous downed slash.

Subitem J4 - Level IV - When hand firelines are constructed on unit boundaries or through continuous downed slash. Throw back or pull back of slash is necessary.

C.5.10.2 All fireline construction shall be performed and maintained in accordance with the following specifications. This applies to the preburn fireline construction and any

postburn fireline construction which may be required in the event of a slopover or an escapement.

- a. Location - Unless otherwise designated, firelines shall be located adjacent to the unit boundary, within 50 feet outside of actual unit boundary, firelines shall be located entirely on federal ownership, in locations affording the optimal holding capability. The Government may in situations where ownership boundaries or where special areas of protection exist, choose to clearly mark the pre-burn and post-burn fireline location with colored plastic ribbon. The Contractor shall provide Cultural surveys for the route following State Historic Preservation Office guidelines, the survey results will be provided to the COR before construction begins. 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, cultural and/or T&E sites shall not be damaged. Fireline location shall avoid the necessity of cutting or limbing Pacific Yew. The COR shall be notified if cutting or limbing of Pacific Yew is unavoidable prior to cutting any Pacific Yew.
- b. Clearing Limits
 - 1) 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 2 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 2 feet wide may be designated on some units.
 - 2) Tractor fireline shall be cleared to a single blade width to mineral soil. Height shall be cleared to 8 feet measured from the side of the line away from the unit.
- 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 trees under four inches in diameter at ground level or as close as possible without damaging tools. No green trees larger than 4 inches 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 4 ½ -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 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 Government.
- 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. 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.

| | |
|--------------------|------------------------------------|
| Percent of Slopes: | 00% - 09% - 1 Water Bar Every 200' |
| | 10% - 15% - 1 Water Bar Every 100' |
| | 16% - 20% - 1 Water Bar Every 75' |
| | 21% + - 1 Water Bar Every 50' |
- h. Maintenance - Within two days prior to day of ignition, the mineral soil strip along the fire line shall be restored and cleared to mineral soil.

C.5.11 Fuels Pullback - Subitem K

C.5.11.1 Levels of Difficulty - The level of difficulty for fuels pullback will be determined by the task order. The level is based on the number of trees per acre to be treated, as follows:

Subitem K1 - Level I - Fuels pullback on less than 20 trees or snags per acre.

Subitem K2 - Level II - Fuels pullback on 20 to 40 trees or snags per acre.

Subitem K3 - Level III - Fuels pullback on 40 to 60 trees or snags per acre.

C.5.11.2 All fuels pullback shall be performed in accordance with the following specifications.

- a. Trees/snags to be treated - Perform fuels pullback from leave trees and snags as designated by the task order.
- b. Clearing - Each tree/snag designated for pullback shall be cleared of all surface fuels, including litter, and aerial fuels from a 2-foot wide area, 8 feet in height, around the tree/snag. Material greater than 3" diameter within the clearing zone shall be rolled at least 4 feet from the bole. 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 of material with a pulaski, handsaw, or chainsaw.
- c. Removed debris - Scatter all removed debris and avoid concentrating the debris. On sloping ground, debris shall be scattered uphill or sidehill from the tree/snag. No removed debris shall be below the tree/snag on a slope. On flat ground, any direction is acceptable.

C.5.12 Prescribed Burn and Mop-Up - Swamper Burn - Subitem L

C.5.12.1 Swamper burning combines hand piling and burning into a concurrent operation. A small pile of slash is created and ignited. More slash is added to the pile while the pile is burning.

C.5.12.2 Levels of Difficulty - The level of difficulty for swamper burning will be determined based on the estimated amount of slash, in tons per acre, requiring burning in accordance with C.5.12.6, and access:

Subitem L1 - Level I - Units with an average of 12 tons/acre or less. Unit is accessible.

Subitem L2 - Level II - Units with an average of 13 to 20 tons/acre. Unit is accessible.

Subitem L3 - Level III - Units with an average of 21 or more tons/acre. Unit is accessible.

Subitem L4 - Level IV - Units with an average of 20 tons/acre or less; access is fair with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem L5 - Level V - Units with an average of 20 tons/acre or less; access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

Subitem L6 - Level VI - Units with an average of 21 tons/acre or more; access is fair with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem L7 - Level VII - Units with an average of 21 tons/acre or more; access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

- C.5.12.3 The swamper burning season in the Klamath Basin Cooperative Area normally can occur between late October and November and between February and March. However, conditions permitting burning may occur at any time from the middle of October through late May. Major control problems can occur during a period of frontal passage and strong wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any escaped fires.
- C.5.12.4 All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the COR. All elements of the plan shall be followed unless a deviation has been approved in advance by the COR. Conduct a preburn crew briefing, as prepared in the plan.
- C.5.12.5 Clearance to Burn - Notify the Government no later than 1500 hours on the day prior to ignition when specific units are within burn prescription parameters. The Government 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 decision to allow or not allow burning.
- C.5.12.6 All slash more than 2 feet long and between 1 inch and 6 inches in diameter at the large end shall be piled and burned. Larger material which has a portion meeting this specification must be bucked at the 6-inch diameter and that portion piled and burned. In all cases, the debris after treatment shall be less than 6 inches deep. Stoke each pile until at least 80 percent of the pile is consumed.
- C.5.12.7 Unless otherwise designated, piles shall not be located closer than 25 feet from unit boundary and reserved areas. Piles shall not be located closer than 10 feet from standing snags, wildlife trees, and live trees in order that no damage occurs to these from burning operation. Slash shall not be piled or burned on logs or stumps, in roadways or drainage ditches, or within reserved areas such as riparian zones, channel bottoms or streams.
- C.5.12.8 During ignition operations, the Contractor's crew supervisor shall maintain contact with the Government representative through the Government-furnished radio communication system or other mutually-agreed-upon communications system at all times.
- C.5.12.9 Conduct holding operations in accordance with the prescribed fire plan. Relocation of manpower and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall be responsible for recognizing the need for and making such relocations, dependent upon on-site weather and fire conditions.

C.5.12.10 Extinguish any fire outside the fireline of the unit, or unit boundary and promptly report this to the COR or the TOM. A hand fireline shall be constructed completely around each slopover or fire outside the unit using hand tools. The minimum shall be a fireline scraped to mineral soil 1 foot in width with all overhanging combustible material cleared for 3 feet on each side of the fireline and 6 feet overhead.

C.5.12.11 No felling of any wildlife trees or snags which may have fire in them without approval of the TOM.

C.5.12.12 Mop-up shall be performed in accordance with C.5.15.

C.5.13 Prescribed Burn and Mop-Up: Broadcast and Understory Burn - Subitem M

C.5.13.1 Levels Of Difficulty - The Levels of Difficulty for broadcast burns and understory burns are based on the following criteria and descriptions. Level of Difficulty is determined by the task order. Criteria used in determining a Level of Difficulty consists of the following: Season of Ignition, Type of Burn/Potential For Rapid Ignition, Value and Risk, Unit Size, and Road Access. Description of criteria follows:

- a. Season of Ignition - A relative means of describing the time of the year when fuel moisture conditions reach the necessary range of percent moisture content to achieve fuel consumption or retention amounts needed to fulfill prescribed fire and resource objectives contained in each unit Prescribed Fire Plan. The season of ignition listed in the Prescribed Fire Plan will indicate when fuel moisture conditions may typically, but not always, occur based on site specific features (e.g. aspect, canopy closure, slope position and percent, wind exposure, etc.) for each unit. Weather conditions can alter timing of when fuel moisture conditions occur. An inexact explanation of timing for each season follows. These would be used as a rough estimate of when fuel moisture condition parameters in the unit Prescribed Fire Plan might typically occur on the Klamath Basin Cooperative Area:

Winter - December, January, February

Early Spring - February, March

Spring - April, May

Late Spring - May, June

Summer - June, July

Fall - September, October, November

- b. Type of Burn/Potential For Achieving Rapid Ignition - Different types of burns have the potential to allow for rapid ignition, either by hand ignition or aerial ignition methods. Examples include clearcuts and shrubfields which have no overstory retention objectives or other major holding problems. In general, most broadcast burns will have some potential for rapid ignition on all, or a portion of the unit. Understory burns have less or no potential due to the need to control

flame lengths to reduce scorch height and overstory mortality. The subitems are separated by general types of burns.

- c. Value And Risk - Value consists of resource values within the burn unit and adjacent to the unit. Risk is associated with threat to resource values within the burn unit (e.g. overstory trees, coarse woody debris, snags); with fuel type and condition outside the burn unit boundary; and unit layout as these last two relate to holding operation's ability to prevent or contain slopover and escape. Risk of slopover and escape increases when adjacent fuel type would experience greater fire behavior than fuel being ignited. Proximity to Rural Interface Area (RIA) and potential threat to private property and residential structures are a consideration that can influence value and risk criteria.
- d. Unit Size - The size of a unit influences level of difficulty, based on variations within the unit such as multiple aspects, variability of fuel types and amounts, and position of slope. Unit size can also influence level of difficulty based on economics of fixed cost factors when units are small (less than 100 acres) or larger (greater than 10,000 acres). Unit size in the Klamath Basin Cooperative Area has a higher weighting and influence on per acre cost. The Subitems show the importance of unit size.
- e. Road Access - Road access limitations has the potential to influence ignition and holding, and mop-up operations. The Government attempts to mitigate these potential impacts when developing prescribed fire objectives, fuel moisture parameters, and season of ignition. However, road access is still a factor which has the potential to effect level of difficulty.
- f. Levels of Difficulty - Each Level of Difficulty addresses the criteria above with a description and/or example. The determination of the Level of Difficulty is based on a consideration of all the criteria. One or more of the individual criteria can be more important than the others on a specific unit bases. Often they will be interrelated. (An example might be a unit with high value and risk and limited access which causes the Government to designate prescription parameters allowing for an early spring season of ignition, which reduces holding, escape potential, and mop-up requirements.) Explanation and examples for each Level of Difficulty follow:

Subitems M1 - Level I to Subitem M4 - Level IV- Unit generally has light fuels typical of sage brush and grass. Fuels loads of under 5 tons per acre are common (fuel loads in this type are commonly measured in pounds per acre) with occasional areas up to 10 tons per acre. Sage is at or under 40% cover (40% cover at ground level would visually appear to be 100). Short grass would make up the difference in the open areas or as an understory fuel to sage. A moderate wind (> 6 mph) is needed to cause fire spread. Fuels are considered to be non-uniform, which affect the difficulty at which fires will spread. Scattered to moderately dense small Western Juniper trees may be in the unit, but have little effect on overall fire behavior. Unit

generally has fuel types and conditions conducive to allowing burning in the winter/early spring season prior to green up or after dormant season has begun. These would be broadcast burns with high rapid ignition potential. All levels, except Level I, Value and Risk concerns are at a minimum, or not an influence on level of difficulty. At Level I, unit size is affected by values at risk. Long term holding operations would potentially be low or nonexistent as fuels would be expected to burn out quickly with little heat retention or hold over of smoldering material. Unit size is graduated by the subitem. Fuel and environmental features may create large variations in fire behavior and holding operation complexity. Road access is available or if not present has only a limited impact on the operation complexity. An occasional unit will have one or more protection areas within. Mop-up operations are generally not difficult at this level. See C.5.15. Post burn actions would include vigilant patrol and aggressive action on the infrequent but severe problem areas during drying and gusty wind conditions.

Subitem M1 - Level I - Unit size is between 10 and 99 acres with high values and risk.

Subitem M2 - Level II - Unit size is between 100 and 999 acres.

Subitem M3 - Level III - Unit size is between 1000 and 9999 acres.

Subitem M4 - Level IV - Unit size is greater than 10,000 acres.

Subitems M5 - Level V to Subitem M7 - Level VII- Unit generally has litter layer understory fuels typical of ponderosa pine forests (other forest types are possible). Fuels loads range from 10 tons to as high as 80 tons per acre, mostly as a litter and duff layer. Overall the fuelbed is oriented horizontally with a minority of vertical fuels. One half of the fuel load is often litter and duff. Old limbwood and old small stem wood is included within litter layer or rests on top of litter layer. Generally there is a break between the surface fuels and the conifer overstory, occasional smaller trees or tall brush connect both fuel stratum. Unit generally has fuel types and conditions conducive to allowing burning in the spring season prior to green up. A fall dormant season burn is common when area has been burned at least once prior to this entry. These would be underburns with little rapid ignition potential. All levels, except Level V, Value and Risk concerns are at a minimum, or not an influence on level of difficulty. At Level V unit size is affected by values at risk. Long term holding operations would potentially be low in spring burns except adjacent to Fire lines. Fuels would be expected to smolder in duff material and heat retention is expected in heavy fuels during fall burns. Unit size is graduated by the subitem. Fuel and environmental features may create large variations in fire behavior and holding operation complexity. Road access is not always available and may contribute to operational complexity. Mop-up operations are generally not difficult at this level but could become difficult with severe drying or gusty winds. See C.5.15. Post burn actions would include vigilant patrol and aggressive action on the infrequent but severe problem areas.

Subitem M5 - Level V - Unit size is between 10 and 99 acres with high values and risk.

Subitem M6 - Level VI - Unit size is between 100 and 999 acres.

Subitem M7 - Level VII - Unit size is greater than 1000 acres.

Subitems M8 - Level VIII to subitem M10- Level X - Unit generally has brushfield fuel types and conditions conducive to allowing burning in the early spring or fall seasons. These would be broadcast burns with only isolated overstory clumps or isolated trees, clumps of conifers may require a possible understory burn. Rapid ignition potential is very high. Value and Risk concerns are at a minimum, except at Level VIII. Holding and mop-up operations would potentially be extensive depending on unit size. Fuels would be expected to burn out quickly with some hold over of smoldering material. Mop up is expected along burn edge and spotting is a problem. Fuel and environmental features do create large variations in fire behavior and holding operation complexity. Road access is available and when not present has an impact on the operational complexity. Unit size is graduated by subitem. Examples include but are not limited to natural fuels such as evergreen brushfields or other shrubfields, where dead fuels make up a sizeable portion of the total fuel load. Mop-up requirements are included at this level. See C.5.15.

Subitem M8 - Level VIII - Unit size is between 10 and 99 acres with high values and risk.

Subitem M9 - Level IX - Unit size is between 100 and 999 acres.

Subitem M10 - Level X - Unit size is greater than 1000 acres.

Subitem M11 - Level XI to Subitem M16 - Level XVI - Moderate or high complexity burn. Prescription parameters and objectives and/or fuel type and site conditions are such that the range of fuel moisture conditions and timing of ignition are limited. Unit is at or near an urban /rural interface or intermix. High value at risk, adjacent structures and a high degree of public interest. Season may be spring, late spring, early summer or fall, depending on the unit. Can be either broadcast burn or understory burn. Rapid ignition potential is low or absent. Value and Risk concerns are present, and may be the cause of the limited timing for the burn. Active holding and mop-up operations may be required. Road access limitations may or may not be present. Unit size is graduated by subitem. Examples include but are not limited to hazard reduction burns within or adjacent to subdivisions. Understory burns with natural fuels and/or slash when overstory trees are of a size or condition requiring limitations on flame length, scorch height, and/ fireline intensity. Grass meadows and shrubfield broadcast burns and woodland understory burns might also be included when value and risk factors are high. Holding and mop-up operations have the potential for a large effort. Unit size has some potential to influence complexity due

to public concern and interest. Mop-up operations are included at this level and will be extensive with lengthy post burn patrol. See C.5.15.

Subitem M11 - Level XI - Unit size is between 10 and 99 acres within Urban/Rural Interface. Fuels are typically Grass and Sagebrush.

Subitem M12 - Level XII - unit size is between 10 and 99 acres within Urban/Rural Interface. Fuels are litter and brush, typical of an understory burn.

Subitem M13 - Level XIII - Unit size is between 10 and 99 acres within urban/rural interface. Fuels are typically brushfields with/without isolated clumps or single reserve trees.

Subitem M14 - Level XIV - Unit Size is between 100 and 999 acres within Urban/Rural Interface. Fuels are typically Grass and Sagebrush.

Subitem M15 - Level XV - Unit Size is between 100 and 999 acres within Urban/Rural Interface. Fuels are litter and brush, typical of an understory burn.

Subitem M16 - Level XVI - Unit Size is between 100 and 999 acres within Urban/Rural Interface. Fuels are typically Brushfields with/without isolated clumps or single reserve trees.

Subitems M17 - Level XVII to Subitem M19 - Level XIX- Unit generally has light fuels typical of a marsh and/or tall grass. Fuel loads of under 5 tons per acre are common (fuel loads in this type are commonly measured in pounds per acre) with occasional areas up to 15 tons per acre. Fuels are uniform but would require a wind to create fire spread, especially across wet marsh. Short grass or dead cat tails may make up the understory fuel. Scattered pockets of other fuel types may be in the unit, but have little effect on overall fire behavior. Unit generally has fuel types and conditions conducive to allowing burning in the winter/early spring season prior to green up or after dormant season has begun. These would be broadcast burns with high rapid ignition potential. All levels, except Level XVII, Value and Risk concerns are at a minimum, or not an influence on level of difficulty. At Level XVII unit size is affected by values at risk. Long term holding and mop-up operations would potentially be present as dry season burn may involve peat soils as a ground fuel. Surface fuels over water would be expected to burn out quickly with little heat retention or hold over of smoldering material. Unit size is graduated by the subitem. Road access is generally available and when not present, greatly increases impact on operational complexity. Mop-up operations are generally not difficult at this level. Burns conducted during dry season may have extensive mop-up due to ground fire. See C.5.15. Post burn actions would include vigilant patrol and aggressive action on the infrequent but severe problem areas during drying and gusty wind conditions.

Subitem M17 - Level XVII - Unit size is between 10 and 99 acres with high values and risk.

Subitem M18 - Level XVIII - Unit size is between 100 and 999 acres.

Subitem M19 - Level XIX - Unit size is greater than 1000 acres.

Subitem M20 - Level XX to subitem M22 - Level XXII - Highly complex burn. Fuel type and site condition create a narrow prescription window, and/or may require ignition in spring-early summer or fall seasons. Understory burn only. Unit may require dual ignition or two-step ignition approach. Ignition rate would be slow to control flame length and scorch height, and facilitate holding operation. Very active holding and mop-up measures might be needed to prevent slop-over, escape, or to meet smoke management concerns. Unit size influences the complexity due to multiple aspects and variations in fuel conditions. Road access may be limited and a complete walk-in may be required. Examples include but are not limited to understory burns with closed canopy cover, shrub understory moderate to dense, ladder fuels present, and large size fuels present. Rapid ignition potential is low or absent. Value and Risk concerns are present, and may be the cause of the limited timing for the burn. The proximity to other ownerships add to the complexity. Active holding, mop-up and patrol operations are required. Unit size influences the complexity due to multiple aspects and variations in fuel conditions. Road access limitations may be present.

Subitem M20 - Level XX - Unit size is between 10 and 99 acres with high values and risk.

Subitem M21 - Level XXI - Unit size is between 100 and 999 acres.

Subitem M22 - Level XXII - Unit size is greater than 1000 acres.

Subitem M23 - Level XXIII to subitem M24 - Level XIV - Moderate complexity burn. Prescription parameters and objectives are such that a wide range of fuel moisture conditions and timing of ignition are possible. Unit generally has fuel types and conditions conducive to burning in a wide seasonal range from early spring through late spring. These are typical of historic broadcast slash burns. Rapid ignition potential is possible, or ignition rate does not require consistent interruptions to regulate fire effects. Value and Risk concerns can be present, but can be diminished by flexibility in burn prescription parameters and season. Holding and mop-up operations are expected to be required, and a large effort may be required if unit is burned at dry end of prescription parameters. Unit size has potential to influence complexity due to multiple aspects and variations in fuel conditions. Road access is available to at least the bottom or midslope of the unit; or it is limited but impacts burn complexity only at the dry end of prescription parameters. Examples include but are not limited to clearcuts and partial cuts with slash fuel loadings similar to FBPS Fuel Models 11 or 12; understory burns with natural fuels and/or slash when overstory trees are limited and are of a large size resistant to mortality in spring burning; as in shelterwood or seed tree harvest cuts.

Subitem M23 - Level XXIII - Unit size is between 10 and 99 acres with high values and risk.

Subitem M24 - Level XXIV - Unit size is between 100 and 999 acres.

Subitem M25 - Level XXV to subitem M27 - Level XXVII - Moderate or high complexity burn. Prescription parameters and objectives and/or fuel type and site conditions are such that the range of fuel moisture conditions and timing of ignition are limited. Season may be spring, late spring, early summer or fall, depending on the unit. Unit would be an understory burn with both horizontal and vertical orientation of surface fuels. Brush is present in understory and is often needle draped. Clumps of small trees add to difficulty. Rapid ignition potential is low or absent. Value and Risk concerns are present, and may be the cause of the limited timing for the burn. Active holding and mop-up operations may be required. Unit size influences the complexity due to multiple aspects and variations in fuel conditions. Road access is available. Understory burns with natural fuels and/or brush when overstory trees are of a size or condition requiring limitations on flame length, scorch height, and/ fireline intensity. Mop-up operations are generally of moderate difficulty at this level. Burns conducted during dry season may have extensive mop-up. See C.5.15. Post burn actions would include vigilant patrol and aggressive action on the infrequent but severe problem areas during drying and gusty wind conditions.

Subitem M25 - Level XXV - Unit size is between 10 and 99 acres with high values and risk.

Subitem M26 - Level XXVI - Unit size is between 100 and 999 acres.

Subitem M27 - Level XXVII - Unit size is greater than 1000 acres.

- C.5.13.2 The prescribed burning season in the Klamath Basin Cooperative Area for understory and broadcast burning normally is between March and the early part of June. However, conditions permitting burning may occur at anytime from the middle of October through late May. Major control problems can occur during a period of frontal passage and strong wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any escaped fires.
- C.5.13.3 All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the COR. All elements of the plan shall be followed unless a deviation has been approved in advance by the COR. The Contractor shall conduct a preburn crew briefing, as prepared in the Plan.
- C.5.13.4 Clearance to Burn - The Contractor shall notify the Government no later than 1500 hours on the day prior to ignition when specific units are within burn prescription parameters. The Government 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 decision to allow or not allow burning.

C.5.13.5 During ignition operations, the Contractor's crew supervisor shall maintain contact with the Government representative on site through the Government-furnished radio communication system at all times.

C.5.13.6 Conduct holding operations in accordance with the prescribed fire plan. Relocation of manpower and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall be responsible for recognizing the need for and making such relocations, dependent upon on-site weather and fire conditions.

C.5.13.7 Extinguish any fire outside the fireline of the unit, or unit boundary, and promptly report this to the TOM at the site. A hand fireline shall be constructed completely around any fire or sloopover outside the unit fireline using hand tools. The minimum shall be a fireline scraped to mineral soil 1 foot in width with all overhanging combustible material cleared for 3 feet on either side and 6 feet overhead. The Government will identify the fireline with colored plastic ribbon.

C.5.13.8 No felling of any reserved trees which may have fire in them without approval of the COR.

C.5.13.9 Mop-up shall be performed in accordance with C.5.15.

C.5.14 Prescribed Burn and Mop-Up: Hand Pile Burn - Subitem N

C.5.14.1 Levels of Difficulty - The level of difficulty for Hand Pile Burns will be determined in accordance with C.5.7.1, and access:

Subitem N1 - Level I - Units with an average of fewer than 18 piles per acre. Unit is accessible.

Subitem N2 - Level II - Units with an average of 19 to 30 piles per acre. Unit is accessible.

Subitem N3 - Level III - Units with an average of 31 to 40 piles per acre. Unit is accessible.

Subitem N4 - Level IV - Units with an average of 41 to 50 piles per acre. Unit is accessible.

Subitem N5 - Level V - Units with an average of 30 piles per acre or less. Access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem N6 - Level VI - Units with an average of 30 piles per acre or less. Access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

Subitem N7 - Level VII - Units with an average of 31 to 50 piles per acre. Access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem N8 - Level VIII - Units with an average of 31 to 50 piles per acre. Access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

Subitem N9 - Level IX - Units with an average of 51 to 60 piles per acre. Unit is accessible.

Subitem N10 - Level X - Units with an average of 51 to 60 piles per acre. Access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem N11 - Level XI - Units with an average of 51 to 60 piles per acre. Access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

- C.5.14.2 The burning season for hand piles in the Klamath Basin Cooperative Area normally is during November and December. However, conditions permitting burning may occur at anytime from the middle of October through late May. Major control problems can occur during a period of frontal passage and strong 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.
- C.5.14.3 All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the COR. All elements of the plan shall be followed unless a deviation has been approved in advance by the COR.
- C.5.14.4 Clearance to Burn - Notify the Government no later than 1500 hours on the day prior to ignition when specific units are within burn prescription parameters. The Government 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 decision to allow or not allow burning.
- C.5.14.5 During ignition operations, the Contractor's crew supervisor shall maintain contact with the Government representative on site through the Government-furnished radio communication system at all times.

- C.5.14.6 Stoke each pile until at least 80 percent of the pile is consumed. Units with a high tree cover and pile density shall be staged burned to reduce crown scorch.
- C.5.14.7 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 manpower and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall be responsible for recognizing the need for and making such relocations, dependent upon on-site weather and fire conditions.
- C.5.14.8 Extinguish any fire outside the fireline of the unit, or unit boundary, and promptly report this to the COR or GTS. A hand fireline shall be constructed completely around fire inside the unit or slopover outside the unit using hand tools. The minimum shall be a fireline scraped to mineral soil 1 foot in width with all overhanging combustible material cleared for 3 feet on either side and 6 feet overhead. The Government will identify the fireline with colored plastic ribbon.
- C.5.14.9 No felling of any reserved trees which may have fire in them without written approval of the TOM.
- C.5.14.10 Mop-up shall be performed in accordance with C.5.15.

C.5.15 Standard Patrol and Mop-Up

- C.5.15.1 Complete patrol and mop-up of unit(s) to the extent provided for in this section for each subitem to meet the mop-up objectives of (1) the prevention of fire escape outside the unit boundaries, and (2) prevention of reburn within unit boundaries. Patrol and mop-up shall begin immediately following completion of ignition on any portion or whole of each unit.
- C.5.15.2 If the weather conditions, forecasts, fuel conditions change, and/or smoke management concerns occur during patrol and mop-up operations to a point where the standard patrol and mop-up may no longer meet mop-up or smoke management objectives, then the Government may order Additional Mop-up, Subitem O as needed and determined by the Government.
- C.5.15.3 Mop-Up and Patrol for Swamper Burn, Subitems L - Complete patrol and mop-up to meet the objectives described in C.5.15.1 from the time ignition is first started within the unit to 72 hours, or until released from such services by the COR, whichever occurs first. The 72-hour time period begins at 8:00 am the day following completion of ignition in that unit. Advise the Government of conditions which prevent the meeting of mop-up objectives within the 72-hour period.
- C.5.15.4.1 Mop-Up and Patrol for Broadcast and Understory Burn, Subitems M and R - The Complete patrol and mop-up to meet the objectives described in C.5.15.1 from the time ignition is first started within the unit to 8:00 am the day following completion

of ignition in that unit, or until released from such services by the COR, whichever occurs first. Complete 100 percent mop-up of all spot fires and slopovers outside the unit boundary and within the first 50 feet inside of unit boundary.

OR in lieu of C.5.15.4.1, the Government may request the Contractor to:

- C.5.15.4.2 Mop-Up and Patrol for Broadcast and Understory Burn, Subitems M and R - Complete patrol and mop-up to meet the objectives described in C.5.15.1. Complete 100 percent mop-up of all spot fires and slopovers outside the unit boundary and within the first 50 feet inside of unit boundary. Complete this mop-up within 96 hours of 8:00 am on the day following completion of ignition. After 48 hours, advise the Government if mop-up will be completed within the 96-hour period.
- C.5.15.5 Mop-Up and Patrol for Hand Pile Burn, Subitems N - Complete patrol and mop-up to meet the objectives described in C.5.15.1 from the time ignition is first started within the unit to 24 hours, or until released from such services by the COR, whichever occurs first. The 24-hour time period begins at 8:00 am the day following completion of ignition in that unit. Advise the Government of conditions which prevent the meeting of mop-up objectives within the 24-hour period.
- C.5.15.6 Patrol shall include the checking for, and mop-up of burning material that threatens the achievement of mop-up objectives or the mop-up standards for each subitem. Patrol shall also include taking the following actions to prevent fire escape outside the unit boundary and/or to prevent reburn within the unit boundary. Immediately take actions to fireline, mop up, and identify all slopovers or spot fires. If Contractor is unable to contain or control slopover or spots with patrol resources, promptly, within 30 minutes after discovery, notify the Government of the situation and continue to take action to contain or control fire.
- C.5.15.7 Completely extinguish all burning material within the designated mop-up area.
- C.5.15.8 Mechanical equipment used must keep soil disturbance to a minimum. Mechanical equipment can only be used on landing areas. Use anywhere in the unit other than landings must be approved in writing by the COR.
- C.5.15.9 No felling of any reserved trees which may have fire in them without written approval of the TOM.
- C.5.15.10 The Contractor may use wetting agents, retardants, foam, or suppressants with written approval from COR during mop-up and ignition operations. Contractor is responsible for assuring these do not leak or spread into streams, water sources or standing water. Root wads (uprooted stumps with roots attached) shall be thoroughly extinguished (dug around and rotten or loose wood scraped off). Fireline berms shall be thoroughly extinguished.

C.5.15.11 Unsafe logs and chunks with a minimum size of 12 inches x 4 feet up to a maximum of 20 inches x 8 feet on slopes greater than 50% shall be turned and placed in a manner that provides for safety in preventing this debris from rolling.

C.5.15.12 Project Area Reburn - Should a reburn occur during the mop-up operation, suppress the fire and notify the Government immediately. The cost of reworking the area to contract requirements shall be borne by the Contractor.

C.5.15.13 Mop-up contingencies are established and will be initiated by the COR for the following situations:

- a. If a red-flag watch or warning is issued or predicted by the National Weather Service for extreme fire weather conditions; or if smoke emissions from the burn unit during mop-up are creating air quality impacts to the air quality of Klamath Falls, Lakeview, or other smoke sensitive areas, the Contractor may be required to complete mop-up within a 24-hour period. If satisfactory progress is not made, or a mop-up plan is not provided that ensures completion within the 24-hour period, the Government, when determined necessary, may immediately assume control of the project area and provide manpower and/or equipment to complete the work. In this event, the contractor will be liable for the cost to the Government of performing mop-up.
- b. If a slopover occurs on a burn unit during ignition or mop-up and is declared an escaped fire by the COR, the Government will immediately assume control of the project area. Following declaration of the wildland fire, Contractor's personnel shall be made available to the Government for fire suppression and will be paid at the applicable firefighting rates paid by the Government. See E.4.2.5.

C.5.16 Additional Mop-Up - Subitem O

C.5.16.1 Additional mop-up may be ordered by the Government for unit(s) when the Government determines that the standard mop-up included in Prescribed Burn and Mop-Up Subitems L, M, N and R is insufficient to meet objectives. The Government may request mop-up by task order on units not ignited by the Contractor.

C.5.16.2 Levels of Difficulty - Twelve levels of difficulty for additional mop-up will be determined based on the time of year in which the mop-up is to be performed, and the estimated post burn fuel load. The time of the year influences fuel moisture conditions, ignition and burnout of fuels, and weather conditions (such as humidity recovery) which effect difficulty in extinguishing burning material. One level of difficulty will be based on rapid mop-up requirement to reduce impact of residual smoke, or to secure unit prior to adverse weather event. Level is determined by the task order.

Subitem O1 - Level I - Mop-up is performed from November 1 thru April 30. Post burn fuel loads range between .01 to 9.9 tons per acre.

Subitem O2 - Level II - Mop-up is performed from May 1 thru June 30. Post burn fuel loads range between .01 to 9.9 tons per acre.

Subitem O3 - Level III - Mop-up is performed from July 1 thru October 31. Post burn fuel loads range between .01 to 9.9 tons per acre.

Subitem O4 - Level IV - Mop-up is required to be 100 percent completed in the unit or designated portion of unit within a 24-hour period. Post burn fuel loads range between .01 to 9.9 tons per acre.

Subitem O5 - Level V - Mop-up is performed from November 1 thru April 30. Post burn fuel loads range between 10 to 49 tons per acre.

Subitem O6 - Level VI - Mop-up is performed from May 1 thru June 30. Post burn fuel loads range between 10 to 49 tons per acre.

Subitem O7 - Level VII - Mop-up is performed from July 1 thru October 31. Post burn fuel loads range between 10 to 49 tons per acre.

Subitem O8 - Level VIII - Mop-up is required to be 100 percent completed in the unit or designated portion of unit within a 24-hour period. Post burn fuel loads range between 10 to 49 tons per acre.

Subitem O9 - Level IX - Mop-up is performed from November 1 thru April 30. Post burn fuel loads are greater than 50 tons per acre.

Subitem O10 - Level X - Mop-up is performed from May 1 thru June 30. Post burn fuel loads are greater than 50 tons per acre.

Subitem O11 - Level XI - Mop-up is performed from July 1 thru October 31. Post burn fuel loads are greater than 50 tons per acre.

Subitem O12 - Level XII - Mop-up is required to be 100 percent completed in the unit or designated portion of unit within a 24-hour period. Post burn fuel loads are greater than 50 tons per acre.

- C.5.16.3 Task orders for Subitems O1 thru O12 will be on a per-acre basis and will designate the unit(s), acreage, description of mop-up location, and time period for completion (Subitems O1- O12). Additional mop-up might include 100 percent of the unit, or extending the existing mop-up in a designated length. Time period for completion for Subitems O1-O3, O5-O7, O9-O1 will be designated either 48, 72, 96, 120, or 144 hours starting at 8:00 am on the day after acceptance of the task order by the Contractor. Timeframe needed to complete the mop-up will be determined by the

availability of Contractor's crews for the unit(s). Patrol as required by C.5.15.6 shall continue throughout the time prescribed for additional mop-up.

- C.5.16.4 Completely extinguish all burning material within the designated mop-up area.
- C.5.16.5 Mechanical equipment used must keep soil disturbance to a minimum. Mechanical equipment can only be used on landing areas. Use anywhere in the unit other than landings must be approved in writing by the COR.
- C.5.16.6 Contractor shall not fell any reserved trees which may have fire in them without approval of the COR.
- C.5.16.7 The Contractor may use wetting agents, retardants, foam, or suppressants with written approval from COR during mop-up and ignition operations. Contractor is responsible for assuring these do not leak or spread into streams, water sources or standing water. Root wads (uprooted stumps with roots attached) shall be thoroughly extinguished (dug around and rotten or loose wood scraped off). Fireline berms shall be thoroughly extinguished.
- C.5.16.8 Unsafe logs and chunks with a minimum size of 12 inches x 4 feet up to a maximum of 20 inches x 8 feet on slopes greater than 50% shall be turned and placed in a manner that provides for safety in preventing this debris from rolling.
- C.5.16.9 Project Area Reburn - Should a reburn occur during the mop-up operation, suppress the fire and notify the Government immediately. The cost of reworking the area to contract requirements shall be borne by the Contractor.
- C.5.16.10 Mop-up contingencies are established and will be initiated by the COR for the following situation:

If a slopover occurs on a burn unit during mop-up and is declared an escaped fire by the COR, the Government will immediately assume control of the project area. Following declaration of the escaped situation, Contractor's personnel shall be made available to the Government for fire suppression and will be paid at the applicable firefighting rates paid by the Government. See E.3.2.5.
- C.5.17 Snag Felling - Subitem P
 - C.5.17.1 Snag felling in this item is for the objectives of human safety, and assist holding and mop-up operations by removing source of spotting and fire spread. Snag felling in this Item is separate from snag felling in Fuel Modification Zone, Items F and G.
 - C.5.17.2 Fell snags as specified by task order. Snags will generally range in size from 6 inches DBH to 40 inches DBH. It is estimated that snag felling will be required for not more than 40 trees. Stump height shall be as low as possible consistent with adequate safety considerations.

- C.5.17.3 Snags shall be felled such that firelines remain free of debris. Restore firelines to original clear condition following snag felling.
- C.5.18 Tractor Operations - Subitem Q1 and Lowboy Transport - Subitem Q2
- C.5.18.1 Tractor operations under this Item shall include utilization of a tractor to crush vegetation, roadblock removal and restoration, and removal of soil or debris to allow mop-up of burning material that is buried.
- C.5.18.2 Crushing of vegetation by tractor operation is done in all or portion of unit(s) to create fuel conditions that allow for safety of ignition personnel and create optimal fuel moisture and arrangement to meet prescribed fire objectives. This is typically accomplished in shrubfields. Tractor operations are conducted along the slope contour on slope percentages less than 35 percent. COR will issue written instructions regarding location, spacing, reserved areas, and access for each unit(s).
- C.5.18.3 Roadblock construction, removal and restoration shall consist of the following:
- a. Restore vehicle access to specified units which may be inaccessible due to materials piled in road. A minimum of 10 feet in width shall be made passable for all project vehicles.
 - b. Following acceptance of the unit(s) for which access has been restored, and within 5 days of receipt of the notice of unit acceptance from the COR, return the road to its original blocked condition to prevent vehicle passage on specified roads.
- C.5.18.4 Mop-up of burning material utilizing a tractor is required when material is buried beyond reach utilizing hand tools. This usually, but not always, occurs under landings in timber harvest units. Uncover the burning material to the extent that the material is fully accessible and available to be mopped-up.
- C.5.18.5 Provide transport for the dozer to and from the general area of the work site. When many moves are required (as constructing a number of widely separated road blocks) and the distance between work sites prohibits walking the machine the Contractor shall be paid by the move (Subitem Q2).
- C.5.19 Unit Holding and Standard Mop-up - Subitem R
- C.5.19.1 The Government may by task order request the Contractor to provide total or partial holding assistance on units where ignition is conducted by the Government or a third party. Standard mop-up is included. See C.5.15.
- C.5.19.2 Levels of Difficulty - Sixteen levels of difficulty for requested holding and mop-up will be determined based on the length of unit perimeter, the Behavior calculated fire

intensity level and rate of spread of the adjacent fuels. Fire intensity levels are as follows:

| Level | Flame Length | <u>Fire Intensity Level*</u> | | |
|-------|--------------|------------------------------|---------|-------------------------|
| | | Rate of Spread | | Probability of Ignition |
| 1 | < 4 feet | 0 to 20 | chs/hr. | 0 to 25% |
| 2 | 4 to 8 feet | 21 to 100 | “ | 26 to 50% |
| 3 | 8 to 12 feet | 101 to 250 | “ | 51 to 75% |
| 4 | > 12 feet | > 251 | “ | > 75% |

* both flame length and rate of spread must be exceeded or decreased by one level to graduate to next fire intensity level. Probability of Ignition is used as the tie breaker.

Subitem R1 - Level I - Requested holding and mop-up at fire intensity level 1. Unit perimeter is < 160 chains.

Subitem R2 - Level II - Requested holding and mop-up at fire intensity level 1. Unit perimeter is 160 to 499 to chains.

Subitem R3 - Level III - Requested holding and mop-up at fire intensity level 1. Unit perimeter is 500 to 1299 chains.

Subitem R4 - Level IV - Requested holding and mop-up at fire intensity level 1. Unit perimeter is greater than 1300 chains.

Subitem R5 - Level V - Requested holding and mop-up at fire intensity level 2. Unit perimeter is < 160 chains.

Subitem R6 - Level VI - Requested holding and mop-up at fire intensity level 2. Unit perimeter is 160 to 499 to chains.

Subitem R7 - Level VII - Requested holding and mop-up at fire intensity level 2. Unit perimeter is 500 to 1299 chains.

Subitem R8 - Level VIII - Requested holding and mop-up at fire intensity level 2. Unit perimeter is greater than 1300 chains.

Subitem R9 - Level IX - Requested holding and mop-up at fire intensity level 3. Unit perimeter is < 160 chains.

Subitem R10 - Level X - Requested holding and mop-up at fire intensity level 3. Unit perimeter is 160 to 499 to chains.

Subitem R11 - Level XI - Requested holding and mop-up at fire intensity level 3. Unit perimeter is 500 to 1299 chains.

Subitem R12 - Level XII - Requested holding and mop-up at fire intensity level 3. Unit perimeter is greater than 1300 chains.

Subitem R13 - Level XIII - Requested holding and mop-up at fire intensity level 4. Unit perimeter is < 160 chains.

Subitem R14 - Level XIV - Requested holding and mop-up at fire intensity level 4. Unit perimeter is 160 to 499 to chains.

Subitem R15 - Level XV - Requested holding and mop-up at fire intensity level 4. Unit perimeter is 500 to 1299 chains.

Subitem R16 - Level XVI - Requested holding and mop-up at fire intensity level 4. Unit perimeter is greater than 1300 chains.

- C.5.19.3 Provide holding supervision and holding resources required to cover at a minimum the anticipated or as calculated (using on site conditions through the behave program) the line building rate that exceeds the rate of perimeter increase. The Burn Plan will list the type and number of ground resources (aircraft is not included). The TOM and the Contractor will agree on the type and number of holding resources for the unit. The holding calculation form attached (See Section J) will be used and signed by both the Contractor and the Government. The Contractor will assume full control of the unit for patrol and mop-up purposes at 0800 the day following ignition.
- C.5.19.4 All prescribed fire holding operations shall be initiated only when the Prescribed Fire Plan has been reviewed by the Contractor. All elements of the plan shall be followed unless a deviation has been approved in advance by the COR. The Contractor shall conduct a preburn crew briefing, as prepared in the plan.
- C.5.19.5 During ignition operations, the Contractor's holding crew supervisor shall maintain contact with the Government representative through the Government-furnished radio communication system or other mutually-agreed-upon communications system at all times.
- C.5.19.6 Conduct holding operations in accordance with the prescribed fire plan. Relocation of manpower and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall be responsible for recognizing the need for and making such relocations, dependent upon on-site weather and fire conditions.
- C.5.19.7 Extinguish any fire outside the fireline of the unit, or unit boundary, and promptly report this to the TOM when at the site or to the COR. A hand fireline shall be constructed completely around any fire or slopover outside the unit fireline using hand tools. The minimum shall be a fireline scraped to mineral soil 1 foot in width with all overhanging combustible material cleared for 3 feet on either side and 6 feet overhead. The Government will identify the fireline with colored plastic ribbon. Major control problems can occur during a period of frontal passage and strong wind

- conditions. Close attention to weather forecasts, securing and patrolling of previously burned units is common practice to eliminate any escaped fires.
- C.5.19.8 No felling of any reserved trees which may have fire in them without approval of the TOM.
- C.5.19.9 Mop-up shall be performed in accordance with C.5.15. The Contractor and the TOM shall develop a mop-up plan prior to assuming the unit for patrol and mop-up. The Contractor and the TOM shall review the plan daily to ensure validity of plan, adequacy of assigned resources and timely completion of work.
- C.5.19.10 The Government may retain a specific segment of the perimeter for holding and mop-up. These specific segments are of high interest to the Government. The Contractor will not be assigned or paid for these specific segments. In no situation will the specific segments be more than 25% of the total unit perimeter. Unit perimeter that has no threat of escape to adjacent areas/fuels will not be assigned to the Contractor, nor will the Contractor be paid for these line segments.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE

(AUG 1996)

(a) Definitions. "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 Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government 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 Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.1.0 QUALITY ASSURANCE PLAN/INSPECTION

The Government will inspect completed units as a basis for acceptance and payments, and to provide recommendations to improve work quality while work is in progress. The Contractor is responsible for providing quality control to assure that work complies with requirements of contract specifications.

E.1.1 All work included in the contract specifications shall be subject to inspections by the Government at periodic intervals during the performance of this contract. Treatment inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.

E.1.2 Inspection for Wildfire Hazard Reduction Treatments - Subitems A, B, C, D, E, F, G and H

E.1.2.1 Inspections will be made on a series of 1/40th acre (18.625 feet radius) plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain at least one percent sample of the work unit.

E.1.2.2 Each inspection plot will be subdivided into four (4) quadrants based on cardinal directions. Each quadrant will be evaluated for compliance with all contract specifications as stated in Section C that pertains to that individual treatment. If two (2) or more quadrants fail to comply, the plot will fail.

E.1.2.3 Work Quality Percentage

Work quality percentages are derived from data developed from inspection plots. The total number of satisfactory plots divided by the number of plots inspected determines the quality rate. This rate multiplied by 100 provides the work quality percentage.

| | | |
|----------|------------------------------|-----|
| Example: | Number of plots inspected | 25 |
| | Number of satisfactory plots | 23 |
| | 23 divided by 25 | .92 |
| | Work Quality Percentage | 92% |

E.1.3 Prescribed Fire Plan Preparation - Broadcast Burn, Understory Burn, Swamper and Hand Pile Burn - Subitems I1 and I2

The portions of the Prescribed Fire Plan completed by the Contractor will be reviewed by the COR, TOM, Fuels Management Specialist and District Fire Management Officer. Each individual unit plan will be reviewed for completeness, adherence to the burn objectives, ignition and holding, escape contingency, mop-up plan, adequacy of workforce and equipment, and safety measures. Contractor will be notified of deficiencies and will be given two (2) working days to amend the plan.

E.1.4 Fireline Construction and Maintenance - Subitem J, Fuels Pullback - Subitems K

Inspections will be made by the Government using a visual examination of the constructed fireline and the fuels pullback for compliance with all terms and specifications within five (5) calendar days after notice that the work is completed. If the work does not meet contract requirements, corrections shall be made within seven (7) calendar days. Along the constructed fireline for each project area the Government will:

- a. Identify existing deficiencies in the fireline construction and maintenance.

- b. Mark the beginning point and ending point of the deficient construction with plastic ribbon.

E.1.5 Prescribed Burn and Mop-up - Subitems L, M, N, Requested Holding/Mop-up - Subitem R, and Additional Mop-Up - Subitem O

E.1.5.1 The TOM or Project Inspector will be on site during burning operations (ignition and holding). The Contractor's activity will be monitored throughout the operation for compliance with the Prescribed Fire Plan and that Resource and Prescribed Fire Objectives are being met. Compliance with the Prescribed Fire Plan will be required unless concurrence is obtained from the COR prior to deviating from the plan. A Notice of Noncompliance or Suspend Work Order will be issued for all other deviations from the Prescribed Fire Plan.

E.1.5.2 The Government will inspect patrol and mop-up operations to determine compliance with the mop-up standards required for Subitems L, M, N and R for compliance with all specifications in C.5.15. The Government will inspect mop-up operations in Subitems O to determine compliance with all specifications in C.5.16.

E.1.5.3 100% inspection of the designated mop-up areas will be made by the BLM either visually and/or with infrared-scan equipment to ensure that all burning material has been detected. The Contractor shall extinguish any burning material detected before final acceptance is made.

E.1.6 Snag Felling, Tractor Operations and Lowboy Transport - Subitems P1 and Q1 & Q2

Inspections will be made by visual examination of the snags felled, tractor operation accomplishments, and lowboy transport. The Contractor will be given two (2) working days to correct deficiencies. If the quality of work is not satisfactory, or snags are felled without authorization by the COR, the Contractor's right to proceed may be terminated.

E.2.0 ACCEPTANCE

E.2.1 Final acceptance of all items will be based upon satisfactory completion of the work in accordance with the specifications on a unit-by-unit basis for all items.

E.2.2 Wildfire Hazard Reduction Treatments - Subitems A, B, C, D, E, F, G and H

E.2.2.1 Acceptable Quality Level - Acceptance of work will be based on compliance with all Section C.5.0 Specific Tasks that correspond to the treatment. A minimum basic quality of 85 percent is required.

E.2.2.2 Unsatisfactory Work - If the work quality falls below 85 percent, the COR will immediately notify the Contractor in writing and direct the Contractor to improve the quality of his work. If the quality of work is not raised to an acceptable level within 5

working days after written notification, the Contracting Officer may issue a Suspend Work Order to resolve the problem, during which time contract performance time will continue to run. If untreated or unsatisfactory treated areas are the primary reason for unsatisfactory work, the area shall be reworked to obtain satisfactory work quality.

E.2.3 Prescribed Fire Plan Preparation - Subitems I1 and I2

When a Prescribed Fire Plan is reviewed and is acceptable, the Plan will be signed by the District Fire Management Officer or designated Acting Officer. The Plan is then sent to the Area Manager or designated Acting Manager and returned to the COR for signature. The COR's signature on the plan will constitute acceptance.

E.2.4 Fireline Construction and Maintenance - Subitem J, Fuels Pullback - Subitem K, Snag Felling - Subitem P1, Tractor Operations - Subitem Q1, Lowboy Transport - Subitem Q2

Acceptance will be based on the inspection results of the visual examination of the project area.

E.2.5 Prescribed Fire Operations - Subitems L, M, N, Requested Holding/Mop-up - Subitem R and Additional Mop-Up - Subitems O

E.2.5.1 Acceptance of the burning and mop-up will be made by the COR, if at least 85% of the prescribed fire objectives are met, and the Contractor is in compliance with the specifications for satisfactory holding, mop-up and patrol of the unit.

E.2.5.2 Acceptance will be based upon the results of an infra-red scan revealing no burning material, if requested by the contractor or the BLM; or by visual inspection by the Government. Acceptance may occur at anytime, starting from 0800 hour on the day following ignition. Acceptance will be made in writing by the Government.

E.3.0 BASIS OF PAYMENT

E.3.1 Method of Measurement

E.3.1.1 Slashing - Subitem A, Girdling - Subitem B, Lop and Scatter - Subitem C, Selective Slashing - Subitem D, Pruning - Subitem E, Fuel Modification Zone Construction Timber Stands - Subitem F, Fuel Modification Zone Woodland/Shrubland - Subitem G, Hand Pile and Cover - Subitem H, Fuels Pullback - Subitem K, Prescribed Burn and Mop-up - Subitems L, M, and N, Additional Mop-Up - Subitems O

- a. Acreage are measured on the horizontal plane.
- b. The Contractor may, at any time during the course of the contract, request remeasurement of any project area if he feels that the acreage stated in the

contract is incorrect. If remeasurement indicates that a variance of 5% or less exists, the Contractor will pay for the actual cost of the remeasurement. Under this condition, payment for the project area will be made on the acreage stated in the contract. If remeasurement indicates the actual variance is greater than 5%, payment for the project area will be based on the remeasured acreage.

E.3.1.2 Prescribed Fire Plan Preparation - Subitems I1 and I2

Prescribed Fire Plan preparation will not be measured separately for payment, but will be considered subsidiary to other items of work.

E.3.1.3 Fireline Construction and Maintenance - Subitem J

The quantities on the Schedule of Items are estimated. Fireline construction is measured along the slope to the nearest foot.

E.3.1.4 Requested Holding and Mop-up - Subitem R

The quantities on the Schedule of Items are estimated. Requested Holding and Mop-up is measured on the horizontal plane to the nearest chain.

E.3.1.5 Snag Felling - Subitem P1

The quantities on the Schedule of Items are estimated. Snag felling is measured on a team hourly basis of a 2-member team, beginning upon arrival at the unit, excluding lunch breaks, ending when work is completed. Time should be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of snag felling in operation.

E.3.1.6 Tractor Operations - Subitem Q1

The quantities on the Schedule of Items are estimated. Tractor operations is measured on an hourly basis, beginning upon arrival at the unit, excluding lunch breaks, ending when work is completed. Time should be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of tractor in operation.

E.3.1.7 Lowboy Transport - Subitem Q2

The quantities on the Schedule of Items are estimated. Lowboy Transport operations are measured on the individual move basis.

E.3.2 Payment

E.3.2.1 Slashing - Subitem A, Girdling - Subitem B, Lop and Scatter - Subitem C, Selective Slashing - Subitem D, Pruning - Subitem E, Fuel Modification Zone Construction Timber Stands - Subitem F, Fuel Modification Zone Woodland/Shrubland - Subitem G, Hand Pile and Cover - Subitem H, Fuels Pullback - Subitem K, Prescribed Burn and Mop-up - Subitems L, M, and N, Additional Mop-Up - Subitems O

Upon acceptance, payment for work will be made at the level of difficulty on the Schedule of Items and at the unit price bid on a per acre basis for the acreage shown on the Schedule of Items. For units accepted which do not meet the minimum quality required in E.2.2.1, payment will be made at a unit price determined by multiplying the actual inspection percentage by the contract price.

E.3.2.2 Prescribed Fire Plan Preparation - Subitems I1 and I2

No separate payment will be made for prescribed fire plans. Payment will be considered subsidiary to other items of work.

E.3.2.3 Fireline Construction and Maintenance- Subitem J

The quantities on the Schedule of Items are estimated. Payment will be made at the level of difficulty identified on the Schedule of Items at the unit price bid on a per linear foot basis for the actual number of linear feet of fireline constructed, maintained and accepted. If requested by the Contractor, fireline construction which precedes the holding/mop-up phases by more than 10 calendar days will be paid for separately.

E.3.2.4 Requested Holding and Mop-up - Subitem R

The quantities on the Schedule of Items are estimated. Payment will be made at the level of difficulty identified on the Schedule of Items at the unit price bid on a per chain basis for the actual number of chains of unit perimeter held, mopped up, patrolled and accepted.

E.3.2.5 Snag Felling - Subitem P1, and Tractor Operations -Subitem Q1

The quantities on the Schedule of Items are estimated. Payment will be made at the unit price bid on an hourly basis for the actual number of hours of services ordered and provided.

E.3.2.6 Lowboy Transport -Subitem Q2

The quantities on the Schedule of Items are estimated. Payment will be made at the unit price bid on an individual move basis for the actual number of moves ordered and provided.

E.3.2.7 Additional Payment

a. Postburn

No additional payment will be made for fireline construction, holding, or mop-up on slopovers or spot fires when no declaration of wildland fire is made.

Furthermore, no additional payment will be made for slopovers, spot fires, or escapes that occur when failure to follow the prescribed fire plan caused or contributed to the slopover, spot fire, or escape.

b. Wildland Fire Suppression When Prescribed Fire Plan Was Followed

1) The Contractor's crew will be paid for escaped fire suppression at the wage rates shown in the current edition of the U.S. Department of Agriculture Pay Plan for Emergency Firefighters, Western Area.

2) The Contractor will be paid for equipment used at the rates specified in Oregon/Washington Fire Fighting Equipment Rental Rates agreed upon by various Federal Agencies.

3) A copy of the above rates will be furnished upon request at the Lakeview Fire Office.

SECTION F - DELIVERIES OR PERFORMANCE

- F.1.0 The Contractor shall begin work from the effective date of the Notice to Proceed and shall continue performance of the work under the contract without delay or interruption except for causes beyond his control as defined in the contract, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to prosecute the work during prescribed burning conditions will be a basis for terminating the Contractor's right to proceed in accordance with the Default clause of the contract.
- F.2.0 Fireline construction shall be completed within 90 calendar days from effective date of the Notice to Proceed for each task order.
- F.3.0 All slashing shall be completed within 90 calendar days from the effective date of the Notice to Proceed for each task order.
- F.4.0 Task orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. COs for agencies identified in Paragraph C.1.5 may also place orders. The CO will consider price and past performance on this and previous contracts in determining placement of task orders. When past performance histories of awarded contractor are considered relatively close, price will be a major selection factor. The level of difficulty for each subitem of work ordered will be determined by the COR in accordance with the definitions in Section C. Performance time for each task order will be 365 calendar days from the date of the order provided that the units come into prescription, smoke management clearance is granted, and a decision is made by the BLM to allow burning.

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in

the Schedule. Such orders may be issued from date of award through September 30, 2003.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$ 15,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for single item in excess of \$ 150,000.00;

(2) Any order for a combination of items in excess of \$ 500,000.00;

(3) A series of orders from the same ordering office within 21 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b) unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The "Contracting Officer's Representative (COR)" is the on-the-ground administrator for the Contracting Officer.

G.2.0 TASK ORDER MANAGER

"Task Order Manager (TOM)" means the person designated by the CO to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor. The TOM also completes the Contractor Performance Profile in Section J after each task order, forwards it to the Contractor for Contractor Review, and provides it to the CO after receipt from the Contractor.

G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND TASK ORDER MANAGER

G.3.1 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. He is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.3.2 The Task Order Manager is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

G.4.0 NOTICE TO PROCEED

G.4.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

G.5.0 ELECTRONIC FUNDS TRANSFER PAYMENTS

Payment under this contract will be made by the Government by electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)).

After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of

electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management
Federal Business Center
Building 50, BC-630
P.O. Box 25047
Denver, CO 80225-0047

If a designation has been submitted to the Bureau of Land Management under a previous contract it is not necessary to complete another SF-3881 unless you are changing your designation of financial institution.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon.

H.2.0 PROSECUTION OF THE WORK

H.2.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

H.2.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

H.2.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.3.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.3.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.5.0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

(a) Name of subcontractor

(b) Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

H.6.0 RESTORATION OF RESOURCES

H.6.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

H.6.2 Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

H.7.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

H.8.0 UNDOCUMENTED WORKERS

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa for entry and working in this country (8 U.S.C. § 1323-1325). If violations are suspected by the COR during the performance of work on this (these)

project(s) they will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

H.9.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

H.9.1 As set forth in Title 29, Part 500 of the Code of Federal Regulations, Migrant and Seasonal Agricultural Worker Protection, the Contractor shall maintain all necessary U.S. Department of Labor registrations during the performance period of this contract. Failure to maintain a valid registration is grounds for termination of this contract.

H.9.2 In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:

- a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.
- b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.
- c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.
- d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.
- e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.
- f. Basic first aid supplies under the charge of a person trained to administer first aid.
- g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

H.10.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

If the State of Oregon requires an Oregon Farm/Forest Labor Contractor's License, then the contractor awarded this contract and all first-tier subcontractors shall be required to obtain and maintain, during the term of this contract, such a license. Contractors not having a current license will be required to furnish evidence of having obtained such license within ten (10) days after receipt of written notification of contract award. Failure to obtain, keep and maintain a current license during the term of this contract or the extension thereof shall be a basis for termination for default.

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries
Wage and Hour Division
800 NE Oregon, #32, Suite 1160
Portland, Oregon 97232

Contact: Licensing Unit
Telephone: (503) 731-4074

H.11.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

H.11.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.

H.11.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs.

H.12.0 KEY PERSONNEL

The personnel specified in the Contractor's offer are considered to be essential to the work being performed. Prior to diverting any of the specified individuals from this program, the Contractor shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

H.13.0 PROSECUTION OF WORK

H.13.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in specifications, the Contracting Officer shall have the right to select the sequence of work to be completed under the contract.

H.13.2 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be incompetent, careless or otherwise objectionable.

H.14.0 INSURANCE

The Contractor will obtain all necessary insurance, at the limits required by law, to protect himself from any liability arising out of the contract. The Contractor shall indemnify and hold the Government harmless from any and all losses, damages, or liability or claims therefore, on account of personal injury, death, or property damage of any nature, arising out of the sole negligence of the Contractor, his employees, subcontractors, or agents during the performance of the contract.

H.15.0 LOSS OR DAMAGE OF GOVERNMENT PROPERTY

H.15.1 Responsibility for Government Property

The Contractor assumes full responsibility for and shall compensate the Government for any and all loss or damages of whatsoever kind and nature to any and all Government property, including any equipment, supplies accessories or part furnished, while in his custody and care for storage, repairs or service to be performed under the terms of this contract, resulting in whole or in part from the negligent act or omissions of Contractor, any subcontractor or any employee agent or representative of Contractor or subcontractor.

H.15.2 Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contractor, subcontractor, or any employee agent or representative of contractor or subcontractor.

H.16.0 TASK ORDER OMBUDSMAN

The task order contract ombudsman for this contract is: Chief of the Contracting Office, BLM Oregon State Office. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number 1422H952-R98-2038, Fuels Management Services. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

SECTION I - NEGOTIATED SERVICE CONTRACT CLAUSES:

*** Asterisked clauses are included in full text.**

| | | |
|------------|--|------------|
| 52.202-1* | Definitions | (OCT 1995) |
| 52.203-3 | Gratuities | (APR 1984) |
| 52.203-5 | Covenant Against Contingent Fees | (APR 1984) |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government | (JUL 1995) |
| 52.203-7 | Anti-Kickback Procedures | (JUL 1995) |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | (JAN 1997) |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity | (JAN 1997) |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000) | (JAN 1990) |
| 52.204-4 | Printing/Copying Double-Sided on Recycled Paper | (JUN 1996) |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | (AUG 1995) |
| 52.215-2 | Audit and Records - Negotiation | (AUG 1996) |
| 52.215-8* | Order of Precedence | (OCT 1997) |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data. | (OCT 1997) |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data - Modifications | (OCT 1997) |
| 52.215-12 | Subcontractor Cost or Pricing Data | (OCT 1997) |
| 52.215-13 | Subcontractor Cost or Pricing Data - Modifications | (OCT 1997) |
| 52.215-15 | Termination of Defined Benefit Pension Plans | (OCT 1997) |
| 52.215-16 | Facilities Capital Cost of Money | (OCT 1997) |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions | (OCT 1997) |
| 52.219-6 | Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.) | (JUL 1996) |
| 52.219-8 | Utilization of Small Business Concerns and Small Disadvantaged Business Concerns | (OCT 1995) |
| 52.219-13 | Utilization of Women-Owned Small Businesses | (AUG 1986) |
| 52.219-14* | Limitations on Subcontracting (Applicable only if project is set aside for small businesses.) | (DEC 1996) |
| 52.222-3 | Convict Labor | (AUG 1996) |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | (JUL 1995) |
| 52.222-26 | Equal Opportunity | (APR 1984) |
| 52.222-35 | Affirmative Action for Special Disabled and Vietnam Era Veterans | (APR 1984) |
| 52.222-36 | Affirmative Action for Handicapped Workers | (APR 1984) |
| 52.222-37 | Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era | (JAN 1988) |

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|------------|--|------------|
| 52.222-41 | Service Contract Act of 1965, as Amended | (MAY 1989) |
| 52.222-42* | Statement of Equivalent Rates for Federal Hires | (MAY 1989) |
| 52.222-44 | Fair Labor Standards Act and Service Contract Act-Price Adjustment | (MAY 1989) |
| 52.223-2 | Clean Air and Water (Applicable if contract exceeds \$100,000.) | (APR 1984) |
| 52.223-6 | Drug-Free Workplace | (JAN 1997) |
| 52.223-14 | Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.) | (OCT 1996) |
| 52.225-3 | Buy American Act - Supplies | (JAN 1994) |
| 52.227-1 | Authorization and Consent | (JUL 1995) |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement | (AUG 1996) |
| 52.228-1* | Bid Guarantee (Applicable if bonds required. See Schedule of Items.) | (APR 1984) |
| 52.228-2 | Additional Bond Security (Applicable if bonds required. See Schedule of Items.) | (OCT 1997) |
| 52.228-11* | Pledges of Assets (Applicable if bonds required. See Schedule of Items.) | (FEB 1992) |
| 52.228-14 | Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.) | (OCT 1997) |
| 52.229-3 | Federal, State, and Local Taxes | (JAN 1991) |
| 52.229-4 | Federal, State, and Local Taxes (Noncompetitive Contract) | (JAN 1991) |
| 52.229-5 | Taxes - Contracts Performed in U.S. Possessions or Puerto Rico | (APR 1984) |
| 52.232-1* | Payments | (APR 1984) |
| 52.232-8 | Discounts for Prompt Payment | (MAY 1997) |
| 52.232-9 | Limitation on Withholding of Payments | (APR 1984) |
| 52.232-11 | Extras | (APR 1984) |
| 52.232-17 | Interest | (JUN 1996) |
| 52.232-23 | Assignment of Claims | (JAN 1986) |
| 52.232-25* | Prompt Payment | (MAY 1997) |
| 52.232-33* | Mandatory Information for Electronic Funds Transfer Payment | (AUG 1996) |
| 52.233-1* | Disputes (OCT 1995) -- Alternate I | (DEC 1991) |
| 52.233-3 | Protest After Award | (AUG 1996) |
| 52.236-6* | Superintendence by the Contractor | (APR 1984) |
| 52.236-7* | Permits and Responsibilities | (NOV 1991) |
| 52.242-13 | Bankruptcy | (JUL 1995) |
| 52.242-14* | Suspension of Work | (APR 1984) |
| 52.243-1* | Changes - Fixed-Price (AUG 1987) -- Alternate I | (APR 1984) |
| 52.245-4 | Government-Furnished Property (Short Form) | (APR 1984) |
| 52.246-25 | Limitation of Liability - Services | (FEB 1997) |
| 52.248-1 | Value Engineering | (MAR 1989) |
| 52.249-4* | Termination for Convenience of the | |

| | | |
|-------------|--|------------|
| | Government (Services) (Short form) | (APR 1984) |
| 52.249-8* | Default (Fixed-Price Supply and Service) | (APR 1984) |
| 52.252-2* | Clauses Incorporated by Reference | (FEB 1998) |
| 52.253-1 | Computer Generated Forms | (JAN 1991) |
| 1452.203-70 | Restriction on Endorsements - Department of the Interior | (JUL 1996) |
| 52.216-22 | Indefinite Quantity | (OCT 1995) |

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS

(OCT 1995)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency, and, in the Department of Defense, the Under Secretary and any Assistant Secretary of the Departments of the Army, Navy, and Air Force and the Director and Deputy Director of Defense agencies; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for a least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR (MAY 1989)
FEDERAL HIRES

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

| Employee class | Monetary wage- Fringe benefits |
|-----------------|-----------------------------------|
| [See Section J] | [See Section J] |

52.228-1 BID GUARANTEE (APR 1984)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The offeror (bidder) shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may terminate the contract for default.

(d) Unless otherwise specified in the bid, the bidder will (1) allow 60 days for acceptance of its bid and (2) give bond within 10 days after receipt of the forms by the bidder.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide-

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

52.232-1 PAYMENTS

(APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (MAY 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice Payments

- (1) Due Date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2)(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, ... with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when

Federal Government offices are closed and Government business is not expected, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5)(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(b) Contract Financing Payments

(1) If this contract provides for contract financing, request for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the (insert day as prescribed by Agency head; if not prescribed, insert 30th day) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT

(AUG 1996)

(a) Method of payment. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the

option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment. (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment. (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the

assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

52.233-1 DISPUTES (OCT 1995) -- ALTERNATE I

(DEC 1991)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$50,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR

(APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES

(APR 1984)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal 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 occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.242-14 SUSPENSION OF WORK

(APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) -- ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
www.arnet.gov/far

52.216-22 INDEFINITE QUANTITY

(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's right and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2003.

SECTION J - LIST OF ATTACHMENTS

| <u>Attachment</u> | <u>No. of Pages</u> |
|---|---------------------|
| Noncomplex Prescribed Burn Plan | 4 |
| Prescribed Fire Plan Checklist | 1 |
| Example of Prescribed Fire Plan | 23 |
| Narrative for evaluation Prescribed Fire Plan - Weber Road | 3 |
| Project and vicinity maps for Weber Road Prescribed Burn | 2 |
| Sample Task Order | 2 |
| Project maps for sample task order | 15 |
| Holding Force Calculation Worksheet Form | 2 |
| Daily Mop-up Shift Plan | 1 |
| Contractor Performance Profile | 2 |
| Statement of Classification and Wages of Government Employees | 1 |
| Wage Determination and Fringe Benefits | 7 |

NONCOMPLEX PRESCRIBED BURN PLAN
 BUREAU OF LAND MANAGEMENT
 LAKEVIEW DISTRICT
 Oregon

*
 OR01 * Prepared By _____
 Project / Burning Area _____ * Reviewed By _____
 _____ Est. Cost / Acre _____ * Recommended By _____
 Benefitting Activity _____ * Approved By _____

The approved Prescribed Fire Plan constitutes the authority to burn. No one has the authority to burn without an approved plan or in a manner not in compliance with the approved plan. Actions taken in compliance with approved plan will be fully supported. Personnel will be held accountable for actions taken which are not in compliance with elements of the plan regarding execution of the objectives in a safe and cost effective manner. This project is rated noncomplex pursuant to prescribed fire guidelines.

BURN AREA DESCRIPTION

Legal Description T____S,R____E,S____ Klamath/Lake County, Elevation_____

Aspect_____ Drainage_____ Acres_____ EA# OR010_____

Timber Sale# OR014 TS_____ - _____ JDR#_____

OBJECTIVES (Resource) To enhance: Planting, Hazard Reduction, Brush Control, Trespass Cleanup, Other_____

(Fire) Consume material to the fullest extent without damaging the resources present at the site. Plan on a 90% reduction. (Tolerable Deviation of Objectives) 50%

FUELS DESCRIPTION [Windrows] [Tractor Piles] [Hand Piles] [Jack Pot]

Number_____ #/Acre_____

Average Size_____ x _____ Weight_____/Pile

% of Pile in >3" Material_____ % of Area Covered by Jack Pot Material_____

ADJACENT FUELS? Photo Series Book_____ Page_____ Est. Wt._____

WEATHER AND FUEL PARAMETERS

| | Low | High | Desired | | Low | High | Desired |
|-------------------------|-------|-------|---------|------------------------|-------|-------|---------|
| Temperature_____ | _____ | _____ | _____ | Relative Humidity_____ | _____ | _____ | _____ |
| Wind Speed_____ | _____ | _____ | _____ | Wind Direction_____ | _____ | _____ | _____ |
| Slope_____ | _____ | _____ | _____ | | | | |
| Live Mos. _____ | _____ | _____ | _____ | 1 Hr Moisture_____ | _____ | _____ | _____ |
| Woody Mos. _____ | _____ | _____ | _____ | 10 Hr Moisture_____ | _____ | _____ | _____ |
| Duff Mos. _____ | _____ | _____ | _____ | 100 Hr Moisture_____ | _____ | _____ | _____ |
| Soil Mos. _____ | _____ | _____ | _____ | 1000 Hr Moisture_____ | _____ | _____ | _____ |
| Narrative Forecast_____ | | | | | | | |

PREDICTED FIRE BEHAVIOR

Fire Behavior Narrative_____

fire behavior cont.

| | | | | | | | | |
|--|-----|-------------|------|---------|-----|---------------|------|----------|
| | Low | Target Fuel | High | Desired | Low | Adjacent Fuel | High | Critical |
|--|-----|-------------|------|---------|-----|---------------|------|----------|

Fuel Model _____ within project area _____ outside project
 Rate of Spread _____
 Heat/Unit Area _____ Spotting Max _____ Min _____
 Fireline Intensity _____
 Flame Length _____
 Ignition Component _____
 Reaction Intensity _____
 Scorch Ht.? _____ Parameter@1Hr _____ Area@1Hr _____

 SMOKE MANAGEMENT

Predicted Reportable T/A _____ Distance to Sensitive Area _____ miles
 Required Wind Vectors (azimuths) _____ to _____
 Visibility Hazards _____
 Special Concerns/Constraints _____

Items To Do: [Prior] [During] [after] check box when completed [x]

_____ []

_____ []

_____ []

Ignition Scheduling***SEASON fall [] winter [] spring [] summer! []
 Narrative of Typical Day _____

Describe Ignition Methods _____

Are There Holding Problems _____

*****The need to wear nomex is dependent on intensity of fire behavior*****
 Under typical conditions; Hard Hat, Warm Coat (wool etc.), Goggles, Gloves,
 Pac Boots, Rain Gear, Hot Coffee, BIG Lunch. !!!PROTECT HEAD-EYES-HANDS-
 FEET!!!!
 SAFETY FIRST, briefing _____

Water Sources _____
 Mop-up _____

 Dozer [] Pumper [] Drip Torches # _____ Personnel # _____
 Special Personnel or Equipment Needs _____

attach burn boss report, area map, daily cost summary, record of weather

BURN BOSS REPORT

Lakeview District Bureau Of Land Management

BURN UNIT _____ JDR or TS# _____ Date _____ Time _____
Type of burn: piles [] underburn [] broadcast [] (timber, range, wildlife)
Burn boss _____ Lighting boss _____ Holding boss _____
radio freq.# _____ on site / dispatch # _____ acres burned _____
T _____ S R _____ E Sec. _____ ignition method _____ ignition duration _____

GO/NO GO CHECKLIST 1) are all fire prescription specifications met? []
2) are all smoke management prescriptions specs. met? [] 3) is the fire weather
forecast favorable? [] 4) has smoke management clearance been given for the
project? [] 5) are all personnel required in the prescribed fire plan on-site?
[] 6) have all personnel been briefed on the requirements of the prescribed fire
plan? [] 7) have all personnel been briefed on the safety hazards, escape routes
and safety zones? (briefing on reverse side) [] 8) is all required equipment
in place and functional? [] 9) are available and back-up resources adequate for
containment of escapes under worst-case conditions? [] 10) in your opinion, can
the burn be carried out according to plan and will it meet the planned
objectives? [] 11) are answers to all of the above questions "YES"?
signed _____ date _____

Weather on site? [] RAWs? [] Temp. _____ R.H. _____ Wind Speed _____ Direction _____
1 HR _____ % 10 HR _____ % 100 HR _____ % 1000 HR _____ % Live _____ % Soil _____ % Duff _____ %
1000 HR method _____ months of drying _____
RESULTS fuels after burning: 1 HR _____ / 10 HR _____ / 100 HR _____ / 1000 HR _____ % T/A
duff depth _____ " / %bare ground _____ % / % area burned _____ % / avg. scorch ht. _____`

ACHIEVEMENT OF PRESCRIBED FIRE RESULTS

short term objectives _____ results _____

Burn Boss Comments (ie, fire behavior, personnel and equipment performance etc.)

Cost Code _____ - _____ Total Work Hours BLM _____ Other _____ Cost/ac. _____
SMOKE MONITORING Obs. Time begin _____ end _____ ground [] _____ / air []
elevation _____ Obs. Point _____ Documentation video [] photo []
Inversion? yes[] no[] inv. top elev. _____ time of break up _____
Comments on Smoke:

Signature _____

NARRATIVE FOR EVALUATION PRESCRIBED BURN

WEBER ROAD

Attached is the Burn Area Description for the Weber Road Prescribed Fire Project. It includes the management and prescribed fire objectives. A map of the project area and a vicinity map is included to assist in a field reconnaissance. Additional information is included below.

The area has active Bald Eagles which restrict the burn to the fall. Dwellings exist along the north and northeast boundaries of the project. Residual smoke will require a tight prescription for avoiding impacts to Klamath Falls, Oregon. The project is very visible, and close to the urban area.

Describe in detail in the Prescribed Fire Plan how you will deal with these issues and include a step by step narrative of how you would proceed with planning, layout and execution of this project.

SAMPLE TASK ORDER

To: Successful Offeror

From: Bureau of Land Mgmt. (952)
 Branch of Procurement Mgmt.
 P.O. Box 2965
 Portland, Oregon 97208

Contract No: 1422-C98-
 Item Number(s) 1-5
 Solicitation No.

Requesting Office: Medford D.O. BFRA
 Task Order No: T001
 Task Order Date: 8/1/98
 Modification No.:
 Modification Date:

| <u>Sub Item</u> | <u>Description/Project Area Name</u> <u>Location</u> | <u>Est. Qty.</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|-----------------|--|------------------|-------------|-------------------|-----------------------|
| 1. | <u>Upper Swan T37S-R10E-S11, 13, 14</u> | | | | |
| | 1I1 Presc. Fire Plan, Burn & Mop-up | 1 | EA | | Not Separately Priced |
| | 1J1 Fireline Construction | 16500 | FT | \$_____ | \$_____ |
| | 1J4 Fireline Construction | 8300 | FT | \$_____ | \$_____ |
| | 1M9 Prescribed Burning | 210 | AC | \$_____ | \$_____ |
| 2. | <u>Rattlesnake Lines T37, 38S-R 11 1/2W-S31,32/ 4,5,9,18,21,22</u> | | | | |
| | 2J3 Fireline Construction | 37500 | FT | \$_____ | \$_____ |
| 3. | <u>Gerber BEMA T39S-R14E-19, 20,29,30</u> | | | | |
| | 3A1 Slashing | 196 | AC | \$_____ | \$_____ |
| | * Sever all trees 1 to 6 inches that are located within a 60-foot (approximately 1/4 acre) radius of Ponderosa Pine 16 inches or greater in DBH. | | | | |
| | 3B2 Girdling | 196 | AC | \$_____ | \$_____ |
| | * Reserve Ponderosa Pine 6 inches and greater. Girdle all other stems between 6 and 16 inches within a 60-foot radius of Ponderosa Pine 16 inches or greater DBH, using method described in C.5.2.2.a. | | | | |
| 4. | <u>Stukel Fire lines T39 & 40S-R10 & 11 1/2E Several Sections</u> | | | | |
| | 4J3 Fireline Construction | 76560 | FT | \$_____ | \$_____ |

