

AWARD DATA

Orders May Be Placed Through 9/30/2003

Aquatic Restoration, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM OR/WA and USDA, Willamette and Siuslaw National Forest

BLM Contract No.:

HAC024A00

Contractor:

Bateman Enterprises Inc., 25745 Larkin Rd., Monroe, OR 97456

BLM contact:

Martina R. See, Contracting Officer 503-808-6221

Contractor contact:

Robert E. Bateman Sr., Phone: 541-424-2287, FAX: 541-424-3190

For Classification and Wages of Government Employees, Wage Determination, or Example Task Order. Contact: Lorrie Gleghorn at 503-808-6230

All Amendments and modifications have been incorporated into text.

SECTION B – SCHEDULE OF ITEMS

This is an indefinite delivery, indefinite-quantity contract with an Option to Extend the Term of the Contract, Clause 52-217-9, for two additional years for aquatic restoration services. Pricing submitted by the offeror will be used to determine the price of each task order by multiplying the unit price by the actual quantity ordered.

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Amount
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**AQUATIC RESTORATION - JOBS IN THE WOODS (see last page of bid schedule)
 BASE YEAR - Date of Award through September 30, 2003**

BID ITEM 1 (Pages 2-4 of Schedule)

1 A.	Cable Yarder with Operator	160	HR	<u>\$150.00</u>	<u>\$24,000.00</u>
B.	Large Excavator with Operator	100	HR	<u>\$125.00</u>	<u>\$12,500.00</u>
C.	Log Truck with Operator	40	HR	<u>\$55.00</u>	<u>\$2,200.00</u>
D.	Self Loader with Operator	60	HR	<u>\$65.00</u>	<u>\$3,900.00</u>
E.	Dump Truck with Operator	80	HR	<u>\$50.00</u>	<u>\$4,000.00</u>
F.	Choker/Setter/Sawyer	160	HR	<u>\$25.00</u>	<u>\$4,000.00</u>
G.	Rubber Tired Front End Loader	40	HR	<u>\$90.00</u>	<u>\$3,600.00</u>
H.	Rubber Tired Skidder with Operator	40	HR	<u>\$65.00</u>	<u>\$2,600.00</u>
I.	Choker/Setter/Sawyer/Tree Climber	80	HR	<u>\$35.00</u>	<u>\$2,800.00</u>
J.	Log Loader with Operator	40	HR	<u>\$90.00</u>	<u>\$3,600.00</u>
K.	Walking Backhoe/Excavator with Operator	160	HR	<u>\$135.00</u>	<u>\$21,600.00</u>
L.	Flaggers	60	HR	<u>\$50.00</u>	<u>\$3,000.00</u>
M.	Mobilization				
1.	Cable Yarder	1	EA		<u>\$500.00</u>
2.	Large Excavator	1	EA		<u>\$500.00</u>
3.	Rubber Tired Front End Loader	1	EA		<u>\$500.00</u>
4.	Rubber Tired Skidder	1	EA		<u>\$500.00</u>
5.	Log Loader	1	EA		<u>\$500.00</u>
6.	Walking Backhoe/Excavator with Operator	1	EA		<u>\$500.00</u>
N.	Move In/Move Out (within 5 miles of base)				
1.	Cable Yarder	1	EA		<u>\$500.00</u>
2.	Large Excavator	1	EA		<u>\$500.00</u>
3.	Rubber Tired Front End Loader	1	EA		<u>\$500.00</u>
4.	Rubber Tired Skidder	1	EA		<u>\$500.00</u>
5.	Log Loader	1	EA		<u>\$500.00</u>
6.	Walking Backhoe/Excavator with Operator	1	EA		<u>\$500.00</u>
TOTAL BID - ITEM 1					<u>\$93,800.00</u>
(ALL OR NONE)					

PERFORMANCE TIME: To be identified on each Task Order

(2 Task orders will be issued immediately consisting of 4 weeks work to be completed before the end of the in-water work period.)

ESTIMATED START WORK DATE: **August 26, 2002**

SECTION B – SCHEDULE OF ITEMS (continued)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Amount
OPTION YEAR ONE - October 1, 2003 through September 30, 2004					
BID ITEM 1					
1 A.	Cable Yarder with Operator	160	HR	<u>\$150.00</u>	<u>\$24,000.00</u>
B.	Large Excavator with Operator	100	HR	<u>\$125.00</u>	<u>\$12,500.00</u>
C.	Log Truck with Operator	40	HR	<u>\$55.00</u>	<u>\$2,200.00</u>
D.	Self Loader with Operator	60	HR	<u>\$65.00</u>	<u>\$3,900.00</u>
E.	Dump Truck with Operator	80	HR	<u>\$50.00</u>	<u>\$4,000.00</u>
F.	Choker/Setter/Sawyer	160	HR	<u>\$25.00</u>	<u>\$4,000.00</u>
G.	Rubber Tired Front End Loader	40	HR	<u>\$90.00</u>	<u>\$3,600.00</u>
I.	Rubber Tired Skidder with Operator	40	HR	<u>\$65.00</u>	<u>\$2,600.00</u>
I.	Choker/Setter/Sawyer/Tree Climber	80	HR	<u>\$35.00</u>	<u>\$2,800.00</u>
J.	Log Loader with Operator	40	HR	<u>\$90.00</u>	<u>\$3,600.00</u>
K.	Walking Backhoe/Excavator with Operator	160	HR	<u>\$135.00</u>	<u>\$21,600.00</u>
L.	Flaggers	60	HR	<u>\$50.00</u>	<u>\$3,000.00</u>
M.	Mobilization				
1.	Cable Yarder	1	EA		<u>\$500.00</u>
2.	Large Excavator	1	EA		<u>\$500.00</u>
3.	Rubber Tired Front End Loader	1	EA		<u>\$500.00</u>
4.	Rubber Tired Skidder	1	EA		<u>\$500.00</u>
5.	Log Loader	1	EA		<u>\$500.00</u>
6.	Walking Backhoe/Excavator with Operator	1	EA		<u>\$500.00</u>
N.	Move In/Move Out (within 5 miles of base)				
1.	Cable Yarder	1	EA		<u>\$500.00</u>
2.	Large Excavator	1	EA		<u>\$500.00</u>
3.	Rubber Tired Front End Loader	1	EA		<u>\$500.00</u>
4.	Rubber Tired Skidder	1	EA		<u>\$500.00</u>
5.	Log Loader	1	EA		<u>\$500.00</u>
6.	Walking Backhoe/Excavator with Operator	1	EA		<u>\$500.00</u>
TOTAL BID - ITEM 1					<u>\$93,800.00</u>
(ALL OR NONE)					

SECTION B – SCHEDULE OF ITEMS (continued)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Est.</u> <u>Qty.</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Amount</u>
OPTION YEAR TWO - October 1, 2004 through September 30, 2005					
BID ITEM 1					
1 A.	Cable Yarder with Operator	160	HR	<u>\$150.00</u>	<u>\$24,000.00</u>
B.	Large Excavator with Operator	100	HR	<u>\$125.00</u>	<u>\$12,500.00</u>
C.	Log Truck with Operator	40	HR	<u>\$55.00</u>	<u>\$2,200.00</u>
D.	Self Loader with Operator	60	HR	<u>\$65.00</u>	<u>\$3,900.00</u>
E.	Dump Truck with Operator	80	HR	<u>\$50.00</u>	<u>\$4,000.00</u>
F.	Choker/Setter/Sawyer	160	HR	<u>\$25.00</u>	<u>\$4,000.00</u>
G.	Rubber Tired Front End Loader	40	HR	<u>\$90.00</u>	<u>\$3,600.00</u>
J.	Rubber Tired Skidder with Operator	40	HR	<u>\$65.00</u>	<u>\$2,600.00</u>
I.	Choker/Setter/Sawyer/Tree Climber	80	HR	<u>\$35.00</u>	<u>\$2,800.00</u>
J.	Log Loader with Operator	40	HR	<u>\$90.00</u>	<u>\$3,600.00</u>
K.	Walking Backhoe/Excavator with Operator	160	HR	<u>\$135.00</u>	<u>\$21,600.00</u>
L.	Flaggers	60	HR	<u>\$50.00</u>	<u>\$3,000.00</u>
M.	Mobilization				
1.	Cable Yarder	1	EA		<u>\$500.00</u>
2.	Large Excavator	1	EA		<u>\$500.00</u>
3.	Rubber Tired Front End Loader	1	EA		<u>\$500.00</u>
4.	Rubber Tired Skidder	1	EA		<u>\$500.00</u>
5.	Log Loader	1	EA		<u>\$500.00</u>
6.	Walking Backhoe/Excavator with Operator	1	EA		<u>\$500.00</u>
N.	Move In/Move Out (within 5 miles of base)				
1.	Cable Yarder	1	EA		<u>\$500.00</u>
2.	Large Excavator	1	EA		<u>\$500.00</u>
3.	Rubber Tired Front End Loader	1	EA		<u>\$500.00</u>
4.	Rubber Tired Skidder	1	EA		<u>\$500.00</u>
5.	Log Loader	1	EA		<u>\$500.00</u>
6.	Walking Backhoe/Excavator with Operator	1	EA		<u>\$500.00</u>
TOTAL BID - ITEM 1					<u>\$93,800.00</u>
(ALL OR NONE)					

Contract No. HAC024A00

SECTION B – SCHEDULE OF ITEMS (continued)

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
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AQUATIC RESTORATION - BASE YEAR - Date of Award through September 30, 2003

BID ITEM 2 (No difference in Bid Item 1 & 2) (Open to all, not limited to Jobs-in-the-Woods contractors.) Pages 5-7 of Schedule.

1 A.	Cable Yarder with Operator	160	HR	<u>\$150.00</u>	<u>\$24,000.00</u>
B.	Large Excavator with Operator	100	HR	<u>\$125.00</u>	<u>\$12,500.00</u>
C.	Log Truck with Operator	40	HR	<u>\$55.00</u>	<u>\$2,200.00</u>
D.	Self Loader with Operator	60	HR	<u>\$65.00</u>	<u>\$3,900.00</u>
E.	Dump Truck with Operator	80	HR	<u>\$50.00</u>	<u>\$4,000.00</u>
F.	Choker/Setter/Sawyer	160	HR	<u>\$25.00</u>	<u>\$4,000.00</u>
G.	Rubber Tired Front End Loader	40	HR	<u>\$90.00</u>	<u>\$3,600.00</u>
K.	Rubber Tired Skidder with Operator	40	HR	<u>\$65.00</u>	<u>\$2,600.00</u>
I.	Choker/Setter/Sawyer/Tree Climber	80	HR	<u>\$35.00</u>	<u>\$2,800.00</u>
J.	Log Loader with Operator	40	HR	<u>\$90.00</u>	<u>\$3,600.00</u>
K.	Walking Backhoe/Excavator with Operator	160	HR	<u>\$135.00</u>	<u>\$21,600.00</u>
L.	Flaggers	60	HR	<u>\$50.00</u>	<u>\$3,000.00</u>
M.	Mobilization				
1.	Cable Yarder	1	EA		<u>\$500.00</u>
2.	Large Excavator	1	EA		<u>\$500.00</u>
3.	Rubber Tired Front End Loader	1	EA		<u>\$500.00</u>
4.	Rubber Tired Skidder	1	EA		<u>\$500.00</u>
5.	Log Loader	1	EA		<u>\$500.00</u>
6.	Walking Backhoe/Excavator with Operator	1	EA		<u>\$500.00</u>
N.	Move In/Move Out (within 5 miles of base)				
1.	Cable Yarder	1	EA		<u>\$500.00</u>
2.	Large Excavator	1	EA		<u>\$500.00</u>
3.	Rubber Tired Front End Loader	1	EA		<u>\$500.00</u>
4.	Rubber Tired Skidder	1	EA		<u>\$500.00</u>
5.	Log Loader	1	EA		<u>\$500.00</u>
6.	Walking Backhoe/Excavator with Operator	1	EA		<u>\$500.00</u>
				TOTAL BID - ITEM 1	<u>\$93,800.00</u>
				(ALL OR NONE)	

REVISED
Contract No. HAC024A00

SECTION B – SCHEDULE OF ITEMS (continued)

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
OPTION YEAR ONE - October 1, 2003 through September 30, 2004					
BID ITEM 2					
1 A.	Cable Yarder with Operator	160	HR	<u>\$150.00</u>	<u>\$24,000.00</u>
B.	Large Excavator with Operator	100	HR	<u>\$125.00</u>	<u>\$12,500.00</u>
C.	Log Truck with Operator	40	HR	<u>\$55.00</u>	<u>\$2,200.00</u>
D.	Self Loader with Operator	60	HR	<u>\$65.00</u>	<u>\$3,900.00</u>
E.	Dump Truck with Operator	80	HR	<u>\$50.00</u>	<u>\$4,000.00</u>
F.	Choker/Setter/Sawyer	160	HR	<u>\$25.00</u>	<u>\$4,000.00</u>
G.	Rubber Tired Front End Loader	40	HR	<u>\$90.00</u>	<u>\$3,600.00</u>
L.	Rubber Tired Skidder with Operator	40	HR	<u>\$65.00</u>	<u>\$2,600.00</u>
I.	Choker/Setter/Sawyer/Tree Climber	80	HR	<u>\$35.00</u>	<u>\$2,800.00</u>
J.	Log Loader with Operator	40	HR	<u>\$90.00</u>	<u>\$3,600.00</u>
K.	Walking Backhoe/Excavator with Operator	160	HR	<u>\$135.00</u>	<u>\$21,600.00</u>
L.	Flaggers	60	HR	<u>\$50.00</u>	<u>\$3,000.00</u>
M.	Mobilization				
1.	Cable Yarder	1	EA		<u>\$500.00</u>
2.	Large Excavator	1	EA		<u>\$500.00</u>
3.	Rubber Tired Front End Loader	1	EA		<u>\$500.00</u>
4.	Rubber Tired Skidder	1	EA		<u>\$500.00</u>
5.	Log Loader	1	EA		<u>\$500.00</u>
6.	Walking Backhoe/Excavator with Operator	1	EA		<u>\$500.00</u>
N.	Move In/Move Out (within 5 miles of base)				
1.	Cable Yarder	1	EA		<u>\$500.00</u>
2.	Large Excavator	1	EA		<u>\$500.00</u>
3.	Rubber Tired Front End Loader	1	EA		<u>\$500.00</u>
4.	Rubber Tired Skidder	1	EA		<u>\$500.00</u>
5.	Log Loader	1	EA		<u>\$500.00</u>
6.	Walking Backhoe/Excavator with Operator	1	EA		<u>\$500.00</u>
TOTAL BID - ITEM 1					<u>\$93,800.00</u>
(ALL OR NONE)					

SECTION B – SCHEDULE OF ITEMS (continued)

Item	Est.		Unit	Total
<u>No.</u> <u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
OPTION YEAR TWO - October 1, 2004 through September 30, 2005				
BID ITEM 2				
1 A. Cable Yarder with Operator	160	HR	<u>\$150.00</u>	<u>\$24,000.00</u>
B. Large Excavator with Operator	100	HR	<u>\$125.00</u>	<u>\$12,500.00</u>
C. Log Truck with Operator	40	HR	<u>\$55.00</u>	<u>\$2,200.00</u>
D. Self Loader with Operator	60	HR	<u>\$65.00</u>	<u>\$3,900.00</u>
E. Dump Truck with Operator	80	HR	<u>\$50.00</u>	<u>\$4,000.00</u>
F. Choker/Setter/Sawyer	160	HR	<u>\$25.00</u>	<u>\$4,000.00</u>
G. Rubber Tired Front End Loader	40	HR	<u>\$90.00</u>	<u>\$3,600.00</u>
H. Rubber Tired Skidder with Operator	40	HR	<u>\$65.00</u>	<u>\$2,600.00</u>
I. Choker/Setter/Sawyer/Tree Climber	80	HR	<u>\$35.00</u>	<u>\$2,800.00</u>
J. Log Loader with Operator	40	HR	<u>\$90.00</u>	<u>\$3,600.00</u>
K. Walking Backhoe/Excavator with Operator	160	HR	<u>\$135.00</u>	<u>\$21,600.00</u>
L. Flaggers	60	HR	<u>\$50.00</u>	<u>\$3,000.00</u>
M. Mobilization				
1. Cable Yarder	1	EA		<u>\$500.00</u>
2. Large Excavator	1	EA		<u>\$500.00</u>
3. Rubber Tired Front End Loader	1	EA		<u>\$500.00</u>
4. Rubber Tired Skidder	1	EA		<u>\$500.00</u>
5. Log Loader	1	EA		<u>\$500.00</u>
6. Walking Backhoe/Excavator with Operator	1	EA		<u>\$500.00</u>
N. Move In/Move Out (within 5 miles of base)				
1. Cable Yarder	1	EA		<u>\$500.00</u>
2. Large Excavator	1	EA		<u>\$500.00</u>
3. Rubber Tired Front End Loader	1	EA		<u>\$500.00</u>
4. Rubber Tired Skidder	1	EA		<u>\$500.00</u>
5. Log Loader	1	EA		<u>\$500.00</u>
6. Walking Backhoe/Excavator with Operator	1	EA		<u>\$500.00</u>
	TOTAL BID - ITEM 1			<u>\$93,800.00</u>
	(ALL OR NONE)			

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

SECTION B – SCHEDULE OF ITEMS (continued)

PERFORMANCE TIME

To be identified on each task order. Sub-items may run concurrently on a project. If the same sub-item is required for multiple projects, use of that sub-item will be sequential between projects.

EVALUATION FOR AWARD

The award will be made on an item basis, including option years. Evaluation will be made based on price. Additional information is to be submitted as requested in Section M. Award will be made to the responsible offeror offering the lowest total acceptable offer. Award may be made with or without discussions based on information provided.

ISSUANCE OF TASK ORDERS

All work will be ordered by task order. In accordance with Department of Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, Contracting Officers from USDA, Willamette and Siuslaw National Forest Contracting Officers are also authorized to issue task orders against this contract. Task orders may also be issued in other formats, e.g., purchase orders. **The Base Year for Bid Item 1 - Jobs in the Woods - will consist of 2 Task orders for 2 weeks work each. The initial work under these task orders shall be completed within the in water work period.**

MINIMUM/MAXIMUM ORDERING- (See Section I, Clause 232-7)

ITEM 1 - AQUATIC RESTORATION - JOBS IN THE WOODS:

Minimum amount to be ordered against the contract: \$15,000

Maximum amount to be ordered by task order: **\$50,000**

The total value of the contract will not exceed: \$700,000

ITEM 2 - AQUATIC RESTORATION:

Minimum amount to be ordered against the contract: \$15,000

Maximum amount to be ordered by task order: **\$50,000**

The total value of the contract will not exceed: \$700,000

The total cost to the Government for the performance of this contract shall not exceed the ceiling price established for each task order. The contractor exceeds the task order ceiling price at its own risk (see clause 52.232-7(d)).

REVISED

SECTION B – SCHEDULE OF ITEMS (continued)

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 ORDER LIMITATIONS, AND CLAUSE 52.216-22 INDEFINITE QUANTITY.

OPTION TO RENEW

This solicitation includes an option to extend the term of the contract for two additional years. Any contract resulting from this solicitation may be renewed, at the contract prices as stated in the schedule of items, at the option of the Government. See Section I, Clause 52.217-9, Option to Extend the Term of the Contract.

JOBS-IN-THE-WOODS COMPETITION LIMITATION (ONLY limited to BID ITEM 1)

Pursuant to Public Law 107-63, which waives full and open competition for Jobs-in-the-Woods projects, only offers received from offerors located in the following counties will be considered for award.

Washington: Okanogan, Douglas, Chelan, Kittitas, Yakima, Klickitat, Skamania, Clark, Cowlitz, Wahkiakum, Pacific, Lewis, Pierce, Thurston, Grays Harbor, Mason, Jefferson, Clallam, Kitsap, Island, San Juan, King, Snohomish, Skagit, and Whatcom;

Oregon: Wasco, Jefferson, Deschutes, Lake, Klamath, Jackson, Josephine, Curry, Coos, Douglas, Lane, Linn, Benton, Lincoln, Marion, Yamhill, Polk, Clackamas, Multnomah, Hood River, Tillamook, Washington, Columbia, and Clatsop;

California: Siskiyou, Shasta, Tehama, Glenn, Lake, Trinity, Humboldt, Del Norte, and Mendocino.

SECTION C - SPECIFICATIONS

C.1.0 GENERAL

- C.1.1 Description of Work - This project is designed to improve the stream habitat for salmonid fish species and other aquatic biota by 1) placing and constructing in-stream structures 2) creating pools and channels 3) thinning the riparian area and 4) decommissioning access roads. The work shall include moving logs, boulders, and root wads to the project area as well as within the project site; excavating the stream channel and banks; and placing logs, boulders, and root wads as designated by the Government. Some logs and root wads shall be cut to facilitate placement. In some areas live trees will be pulled over with root wads attached and positioned in the stream using a cable yarding system. Access roads used for the project shall be improved before use and decommissioned following use. Depending upon the project objectives, various combinations of equipment and personnel shall be required as reflected on specific task orders.
- C.1.2 Unit Priority - The sequence of work will be determined by the Government at the pre-work conference and may be subject to change. Sub-items may run concurrently on a project. If the same sub-item is required for multiple projects, use of that sub-item will be sequential between projects.
- C.1.3 Project Location - Operations shall be confined to lands within the Willamette and Siuslaw National Forest and the Eugene and Salem Districts of the BLM. A map will be provided of the work sites with each task order. Spur roads shown on project maps may not be accessible by vehicle.
- C.1.4 Access to Project Areas - Keys for locked gates may be obtained by contacting the COR at the Eugene District Office, Willamette and Siuslaw National Forest. The Contractor shall be responsible for the cost of replacement gate keys and locks if keys are not returned. Keys must be returned prior to final payment. If keys are not returned within 10 days after completion of the contract, contractor will be charged for replacement of the key.
- C.1.5 Camping - Work camps may be established in locations with written authorization by the COR. Authorized camps and work sites shall be maintained in a sanitary and orderly condition by clearing the site(s) of all debris, refuse, and garbage before leaving the area.
- C.1.6 Fire Precautions - See Section J.

- C.1.7 Operating Permits - The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations. State law requires a permit to operate power driven machinery. Permits must be obtained by the Contractor from the State Forestry Office in Salem or at local offices prior to the operation of power driven machinery.
- C.1.8 Found Equipment - Equipment found on a project area by any of the Contractor's personnel shall be reported to the COR who will return any found equipment to the proper facility. Any U.S. Government property found on the project areas is the property of the U.S. Government.
- C.1.9 Environmental Protection
- C.1.9.1 Invasive Weed Control: In order to prevent the spread of invasive weeds, the Contractor shall thoroughly wash all vehicles and equipment to be used on the contract including the undercarriage and treads, using a water pressure hose, prior to entry on BLM lands. The COR will make a visual inspection of the vehicle. Washing may be required during the progress of the contract if the COR suspects that a vehicle or equipment has been contaminated with infected soil.
- C.1.9.2 Project Work Period: All ground-disturbing operations with the potential to impact streams are to be conducted during periods of low stream flow and dry weather. All instream work shall follow stream-specific Oregon Department of Fish and Wildlife (ODFW) guidelines for the inwater-work period. These dates vary by location, but are generally July through mid-October with the most restrictive areas being July through mid-August. Task orders will designate the appropriate in-water work period for each project. Periodic shutdown may be enforced by the COR due to high precipitation and sediment loading.
- C.1.9.3 Seasonal work restrictions on any habitat altering or noise producing activities in or near the project area, including haul and access routes, in addition to the in-water work period, may apply if Threatened and Endangered species, such as spotted owls and bald eagles, Sensitive species, such as Osprey and Harlequin ducks, or E-4 Special Status Wildlife Species, such as peregrine falcon, spotted owl, eagle, great grey owl, Accipiter hawk, merlin, or other owl, hawk, or raptor, or marbled murrelets are located in the project area. These restrictions may vary by species and circumstances and will generally be known by June of the year in which project work will occur. Specific seasonal restrictions and project areas affected will be identified on each task order.

C.1.10 Hazardous Material Containment/Cleanup

C.1.10.1 The Contractor is required to develop a Spill Prevention, Control, and Countermeasure (SPCC) Plan. The SPCC Plan will be reviewed and accepted by the COR prior to initiating project work. The SPCC plan shall, as a minimum, contain the following information:

- A. Response Priorities
- B. Contractor Representative in Charge
- B. Duties of Contractor Personnel
- D. Contractor Emergency Response Procedures
- C. Contents of Spill Containment Kit (SCK)
- F. Spill Response Diagram

Upon request, an example of a SPCC may be obtained from the District Environmental Protection Specialist.

C.1.10.2 The Contractor is required to have a Spill Containment Kit (SCK), as described in the SPCC on-site during any operation and provide training to employees on how components of the SCK are used. The SCK must be designed for use with petroleum products, and must contain, as a minimum, the following items:

- A. Four Bales (8 Booms/Bale, of 8" x 10' Absorbent Booms)
- B. Two Bales (100 Pads/Bale, of Absorbent Pads, minimum of 17" x 19" x 1/4 inches)
- C. One Absorbent Sweep (minimum of 18" x 100' x 3/8")
- D. Gloves (PVC and Latex), Goggles, and Garbage Bags

C.1.10.3 In the event of a release as defined in Oregon Administrative Rules (OAR), PART 340, DIVISION 108, HAZARDOUS WASTE MANAGEMENT, the Contractor shall immediately implement the SPCC Plan and notify the on-site COR. The COR will assume control and initiate the District's Hazardous Materials Contingency Plan and Spill Containment Plan. The COR will function as Incident Commander until relieved by the District Hazardous Materials Management Coordinator (HMMC).

C.1.11 Public Safety - The Contractor shall exercise due caution and care when operating to prevent undue conflict with public users of roads and campgrounds. The Contractor shall post warning signs on both ends of any roads that are blocked by work in progress or when hauling boulders. Signs shall be of a size, number and color which are acceptable to the Government.

C.2.0 DEFINITIONS

Cascade - A low wedge shaped dam built in a stream to back up or divert water.

Weir - A low dam built in a stream to back up or divert water.

C.3.0 CONTRACTOR-FURNISHED PROPERTY

The Contractor shall provide the necessary equipment with qualified operator(s). The Contractor shall provide all operating supplies such as fuel, oil, and grease and shall agree to make this equipment available for the use of the Government within the period stated and at the locations specified.

C.3.1 Crew Requirements

C.3.1.1 The Contractor must maintain an adequate work force at all times to ensure timely completion of the work. All crew members shall have and utilize appropriate safety equipment at all times.

C.3.1.2 Approximate start work date will be identified on each task order and instream work will be between July 1 and October 31, however, work outside of the stream may occur at any time of the year. Commencement of work for task orders is outlined in Section F.1.0.

C.3.1.3 Choker/Setter/Sawyer and Choker/Setter/Sawyer/Treeclimber shall be cutters equipped to cut trees up to 64" in diameter with stump heights up to 4'. Their experience shall include performing directional falling, use of jacks and chokers, working with and around heavy equipment, tree climber capable of climbing trees up to 64" in diameter who performs tree pulling operations.

C.3.1.4 Flaggers shall be required to control traffic flow where project operations may be a safety concern to the public on Federal State, Municipal, and Private Roads. Flagging operations shall meet standards set by ODOT for all road ownerships.

C.3.2 Equipment Description

C.3.2.1 Cable Yarder - The cable-yarder shall be rubber-tired, capable of traveling on unsurfaced, minimal roads in suitable weather, and capable of pulling over and repositioning entire trees with attached rootwads as well as brush/treetops and trees that are already down. Trees to be pulled may be as large as 64" DBH. Trees to be pulled and repositioned into the channel range from 25- 500' from the active stream channel. The cable yarder shall have a minimum of 2,000' of mainline and shall also have a haul-back line and a haywire line. All cables, blocks, shackles, straps, chains, and chokers, shall be sized to perform the required work in a safe and proficient manner and to rig at least seven purchases.

C.3.2.2 Excavator - The excavator shall be a crawler, track-mounted backhoe which meets the following minimum specifications:

A. Equipped with choker cables (various lengths) and turning blocks capable of placing logs in-stream and capable of yarding down riparian trees a maximum of

150' from the excavator and capable of moving logs up to 64" in diameter and up to 80' in length. Individual logs would rarely be the maximum length and diameter simultaneously.

- B. Bucket with a minimum of one cubic yard capability with rock teeth and hydraulic thumb. Rock teeth shall be capable of excavating large river rock in stream beds.
 - C. A one half yard clamshell bucket with 360 degrees continuous rotation, designed for 25 - 35 thousand pound excavators. Must have grappling rakes (teeth) capable of meeting placement requirements noted in A and F.
 - D. Minimum excavator reach - 21 horizontal feet.
 - E. Choker eye welded to the bucket or must have the ability to use the chokers with the bucket.
 - F. Capable of placing the following in streams: boulders the majority of which range in size from 2 1/2 - 4 1/2' across by 1-3' in height by 1- 2' in depth. The boulders will vary from 1/2- 3 cubic yards. Logs to be placed are up to 64" in diameter and up to 80' in length. Individual logs would rarely be the maximum length and diameter simultaneously. Root wads may also be moved by the excavator.
 - G. Logging guards located on the engine compartment, right front cover guard, brush guard on cab front, etc., are recommended to protect against damage to the excavator body.
 - H. Equipped with hydraulic quick disconnects for installation of B and C above.
- C.3.2.3 Log Truck - The log truck shall be capable of handling logs from the designated log storage yard up to 45" DBH and up to 50' in length. Some logs may have rootwads attached. Logs may be shorter and proportionally larger in diameter.
- C.3.2.4 Self Loader - The self loader shall be capable of handling logs from the designated log storage yard a minimum of 15,000 pounds (this is approximately equivalent to a log 50' in length and 28" (small end) x 36" (large end) in diameter. Logs may be shorter and of proportionally larger diameters. Some logs may have rootwads attached.
- C.3.2.5 Dump Truck - The dump truck shall have the capability to haul at least 10 cubic yards of boulder material and rootwads, and able to unload boulders without the assistance of an excavator or front-end loader. The dump truck shall be fully licensed and equipped to travel on public roads.
- C.3.2.6 Rubber Tired Front End Loader - The front end loader shall have the following minimum specifications:

- A. Bucket size - 2½ cubic yards.
- B. Bucket type - 4 in 1 Combination
- C. Tire size - 17.5 x 25"
- D. Steering - Articulated
- E. Operator station - Cab or logging package
- F. Ground clearance - 14"
- G. Cab canopy height - Maximum of 12'
- H. Rollover Protection structure
- I. Lift height - 11.5' to hinge pin
- J. Operating Weight - 24,000 lbs.
- K. Equivalent size to Case 621 or John Deere 544
- L. Tire chains for steep access roads
- M. Capable of moving the following to streams: boulders 1-6' in diameter with varying heights and depths. Boulder size will not exceed 3 cubic yards. Logs will be up to 64" in diameter and up to 80' in length.
- N. Bucket eye and choker hooks, or eyes on each side of the bucket.
- O. Rubber tires

Recommended optional features for the front end loader are transmission guards and 20.5 x 25" tire size. The Government assumes no responsibility for damage to equipment due to work which is within the scope of this contract.

- C.3.2.7 Rubber Tired Skidder - Capable of moving logs up to 64" in diameter and up to 80' in length with one end suspended along unimproved skid trails. Logs would rarely be the maximum diameter and length simultaneously.
- C.3.2.8 Log Loader - The log loader shall be capable of handling logs from the designated log storage yard up to 45" DBH and up to 50' in length. Some logs may have rootwads attached. Logs may be shorter and proportionally larger in diameter.
- C.3.2.9 Walking Backhoe/Excavator - The walking backhoe/excavator shall meet the following minimum specifications:
 - A. 360 degree rotation working ability.
 - B. Bucket at a width between 24 - 36", with digging teeth and hydraulic thumb or bucket clamp.
 - C. Ability to operate in up to 5' of water and work on 1:1 slope.
 - D. Lifting capability of a log greater than 4,000 lbs.
 - E. Backhoe reach of 25' (horizontal).
 - F. Backhoe digging of 12'.
 - G. Winch capability rated at 8,000 lbs. with cable length 150'.
- C.3.3 Equipment Condition and Maintenance - Equipment furnished shall be in acceptable working condition and shall be subject to Government pre-use inspection. The Government reserves the right to reject equipment which is not in safe and operative

condition. The Contractor and the operator shall perform all necessary repairs and servicing to maintain the equipment in good operating condition during the period of use. All repairs and/or replacement equipment shall be made within 24 hours of breakdowns, unless a longer period of time is authorized by the COR.

- C.3.3.1 Maintenance work (such as tightening fittings or hose) and refueling of equipment shall be done a minimum of 50' away from the stream channel and wetland areas at locations designated by the COR. Equipment shall be reasonably clean of dirt and grease prior to entering the stream bed. Equipment furnished shall be inspected for any leakage of petroleum products. Leakage shall be a basis for issuing an immediate shutdown of the operation. If any fuel or oil leakage occurs while working in the stream, the equipment shall immediately be removed from the stream and the Hazardous Materials Containment procedures described in C.1.10 shall be followed.
- C.3.3.2 All major equipment repairs to be done on-site shall be performed at the fueling area unless otherwise authorized by the COR. The Contractor shall furnish all repairs and operating needs including fuel, oil, and grease on their own time and at their own expense. The Contractor is responsible for any damage caused by their personnel and equipment to any existing structures or other improvements. Any necessary repairs shall be at the Contractor's expense, at no additional cost to the Government, and accomplished in a timely manner.
- C.3.3.3 Acceptable fueling areas are along access routes and will be designated on the ground by the COR.
- C.3.4 Equipment Operator - Experienced operators in the operation and maintenance of the equipment furnished for the work specified is considered essential. The Government reserves the right to require the Contractor, in writing, to remove from the project any operator, is found to be inexperienced or operates the equipment in an unsafe manner. The Contractor shall provide a replacement operator within 24 hours, unless a longer period of time is authorized by the Contracting Officer.
- C.3.5 Contractor Responsibilities - The Contractor shall retain custody of the equipment and be responsible for its operations and those of its operators, and for the death or injury of its operators, servants, or agents, and for the damage of the Contractor's equipment, whether from or between sites or from any other cause. The Contractor agrees to indemnify the Government against any claims, demands, or causes of actions incident to or arising from the furnishing and operation of equipment and operators pursuant to this paragraph.

C.4.0 GOVERNMENT-FURNISHED PROPERTY

The Government will furnish to the Contractor the following materials, supplies, property or services for each task order, as applicable:

- A. All location and project maps and typical drawings
- B. Gate keys
- C. All logs, rootwads, and/or boulders (these items may be required to be transported to placement areas by the Contractor.)
- D. The Government will obtain the following permits and authorizations before the start of the project: Fill/Excavation permit, Fish Habitat Enhancement Reporting Form, and Floodplain Development Application

C.5.0 SPECIFIC TASKS

Specific sub-items and its hours required for each project will be identified in the task order. The task order will also include a paragraph entitled, Not to Exceed Ceiling, which will limit the number of hours to perform the work.

- C.5.1 Cable Yarder with Operator - Trees to be pulled may be as large as 64" DBH. Trees to be pulled and repositioned into the channel range from 25-500' from the active stream channel. The number and locations of trees to be pulled over will be specified in the task order. Trees to be pulled over will be designated by the COR. The root system may need to be sawed off and the soil saturated with a pump system to facilitate tree pulling. If the tree can not be pulled over, the COR may request that the tree be directionally felled instead (jacks are required in this circumstance). The Contractor, entirely at its own risk, with no guarantee of acceptance by the COR, may propose alternative ways of weakening the root structure. The COR may or may not accept the alternative and may require a demonstration accepting the alternative method. If the alternative method is not acceptable to the COR, the standard methodology described above shall apply. All trees used for tailholds shall be padded, cribbed strapped or otherwise protected so that at least 50 percent of the cambium at the bole at the point of disturbance remains after use. Notching shall occur only when necessary and shall not remove more than 50 percent of the cambium at the bole at the point of disturbance.
- C.5.2 Walking Backhoe/Excavator and Large Excavator with Operator - Logs and root wads shall be moved from the adjacent road side, stockpile locations, or thinning locations to the access trails with the front-end loader or skidder and shall be placed in the streams with the excavator. A choker attached to an eye hook on the bucket (or lashed over the rock teeth on the bucket) shall be used for placing the material in the streams. A choker-setter/sawyer shall hook and unhook logs and in some cases shall cut logs to facilitate placement. A variety of choker lengths may be needed to accomplish log movement.
- C.5.2.1 A variety of structure designs shall be identified by the COR and used to produce diversity of habitat, including log/boulder cascades and complexity logs. In some

cases, excavation of trenches in stream banks will be necessary before moving logs and rootwads into position. Log size will be up to 64" in diameter and up to 80' in length. In addition, brush, logs and rootwads shall be placed along banks with the excavator for bank protection and/or to provide cover for fish. Log structures shall require riprap with boulders and/or placement of boulders next to logs.

- C.5.2.2 Boulders shall be moved from stockpile locations or from the adjacent road side drop sites to the access trails with the front-end loader and placed in the streams with the excavator. Boulders shall be installed individually, in clusters, adjacent to logs as anchors or with log placement to form cascades, and to create weirs. In addition, material shall be placed along banks for bank protection and cover. Boulders will be approximately 2 - 6' across with varying depths and heights.
- C.5.2.3 Stream beds shall be excavated to create pool or jump pool habitat. Excavated materials may be used to armor neighboring structures or shall be required to be placed away from stream channels as directed by the COR. The excavator may also be used in some areas to create off-channel rearing habitats.
- C.5.2.4 The Contractor shall create access trails to the project site to allow movement of its equipment into the stream channel and skidding logs to the channel. The location of the trail will be flagged and predesignated by the COR. Any deviation from the marked trails will be approved by the COR. Soil, rock, boulders, small trees, and brush will require excavation. Creation of the access trails shall be accomplished with due regard for environmental considerations. Operations within the stream channel will involve some movement over an uneven bottom of bedrock and boulders and through water up to approximately three (3) feet in depth.
- C.5.2.5 All trails shall be decommissioned after use. Decommissioning shall include excavator tillage to a minimum depth of 24 inches and placing organics, trees, and brush along the trails. Where tillage is not appropriate, waterbars, drain-dips or lead-off ditches to direct surface water from the road prism to the forest floor. Trails shall be restored to the original contour. The Contractor shall install an earthen, boulder, or log barricade at locations specified by the COR to block the road from future motorized traffic.
- C.5.3 Log Truck with Operator and Self Loader with Operator - Contractor shall transport government-furnished logs from designated BLM storage yards and transport to the project location as specified in the task order. Log storage areas may include several locations and unloading of logs may also include several different locations within the project area.
- C.5.4 Dump Truck with Operator - The Contractor shall provide an excavator to the quarry specified in the task order for loading boulders and rootwads into the dump trucks and deliver to designated project sites as described in the task order. Boulder size will vary from 1 - 6' in diameter 2- 3' in height, and 2- 3' in depth (1-2 cubic yards). Boulders will not exceed 3 cubic yards. All dump trucks must have the capability of

hauling at least 10 cubic yards of boulders, and be able dump boulders at project sites without further assistance from the excavator or front-end loader.

- C.5.5 Choker/Setter/Sawyer and Choker/Setter/Sawyer/Treeclimber - A choker/setting/sawyer or choker/setting/sawyer/treeclimber shall perform a variety of tasks as specified in the task order. A variety of choker lengths may be needed to accomplish log movement by the excavator, skidder, or front end loader. The choker cable shall be hooked and unhooked to the excavator/loader bucket by the choker-setting/sawyer. In some cases this material shall be cut (bucked to sizes designated by the COR) by the sawyer to facilitate its placement into the stream. The sawyer shall be equipped to cut logs up to 64" DBH.
- C.5.5.1 In addition a Sawyer shall cut trees specified by the COR within the riparian area. Hardwood or conifer trees will be up to 64" DBH. No hang ups shall be left in place. Falling may be directional as determined by the COR (requires jacks). The stump height and cut angle shall be up to 4' as designated by the COR.
- C.5.5.2 As part of the tree pulling, a choker/setting shall complete the work described in C.5.3. If the tree chosen by the COR is unable to be pulled over the COR may request the tree be cut.
- C.5.5.3 Source material will come from currently standing timber. A sawyer shall fall the timber so that it can be moved to a specific stream location. In some instances cutting the tree into several pieces may be necessary. The sawyer shall be equipped to cut logs up to 64" DBH.
- C.5.5.4 During tree climbing work, a minimum of two qualified tree climbers shall be available on the work site so that in the event of accident or injury to a climber a rescue can be initiated. The work site is defined as the area within which the climbers can maintain voice contact with each other.

Tree climbing shall be accomplished using spurs, stacking ladders, or tree grippers.

Each designated tree shall be climbed and the climber shall attach a cable around the stem of the tree at approximately two thirds of the total tree height. The tree climber shall ensure that the running end of the cable is sufficiently long to reach to the ground level below the tree.

The designated trees are generally within 1500' of the access roads. The designated trees generally range from 60' to 180' in total height. The average height to green limbs is 35'.

- C.5.6 Rubber Tired Front End Loader with Operator - Logs and root wads shall be moved (yarded) from the adjacent road side or stockpile locations or thinning locations to the access trails with the front-end loader as identified in the task order. Log size will be up to 64" and up to 80' in length. Maximum length and diameter will not typically be simultaneous. A variety of choker lengths may be needed to accomplish log movement.
- C.5.7 Rubber Tired Skidder with Operator - Logs and root wads or trees with rootwads shall be moved from the adjacent road side or stockpile locations or thinning locations to the access trails with the skidder. Some logs, down trees, logs with rootwads and rootwads shall be pulled (yarded) to the stream channel with the rubber tired skidder as identified in the task order. Source trees shall be thinned from nearby areas or be trucked in and stockpiled. The skidder would transport these trees from the source location to the structure site area. A variety of choker lengths may be needed to accomplish log movement. Log size will be up to 64" DBH and up to 80' in length. Maximum length and diameter will not typically be simultaneous.
- C.5.8 Log Loader with Operator - Log loader with operator shall load logs from the onto log trucks and potentially self loaders at designated log storage areas. The log loader shall be capable of handling logs up to 45" DBH and up to 50' in length. Some logs may have rootwads attached. Logs may be shorter and proportionally larger in diameter.
- C.5.9 Flaggers - Flaggers shall be required to control traffic flow where project operations may be a safety concern to the public on Federal State, Municipal, and Private Roads. Flagging operations shall meet standards set by ODOT for all road ownerships. Flaggers shall have radio communication between each other, and all other Contractor furnished equipment that may affect public safety.
- C.5.10 Mobilization - Mobilization includes the initial movement of equipment to the project location and the removal of the equipment from the project location. The number of mobilizations per piece of equipment will be specified in the task order. Access to all sites will be by existing paved, gravel, or natural surface roads.
- C.5.11 Move In/Move Out - Move in/move out includes moves that occur within the project sites identified within the task order.

SECTION E - INSPECTION AND ANALYSIS/ACCEPTANCE/PAYMENT

52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)

(a) Definitions. "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," as used in this clause, includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and 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 materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.1.0 INSPECTION

E.1.1 The Government will inspect the equipment under this contract at the project site, unless otherwise mutually agreed to, prior to utilization of the equipment. Equipment not meeting the requirements of the specifications will be rejected. The Contractor will be required to replace all equipment not meeting the specifications.

E.1.2 The COR will be present at the project site at all times during the operation who will inspect the work to be performed.

E.2.0 MEASUREMENT

The COR will maintain a daily record of equipment use. Measurement for payment will be based on the actual number of equipment hours used, rounded to the nearest one quarter hour (15 minutes). The Contractor will be furnished a copy of this record. Any difference between the Government's and the Contractor's figures pertaining to work hours shall be reconciled at the end of each work day, or the Government figures will apply.

E.3.0 PAYMENT

E.3.1 Equipment Rental - Payment will be made at the unit price shown on the Schedule of Items for the actual number of hours of equipment use. No payment will be made for non-work hours due to lunch, breaks, maintenance, and breakdowns.

E.3.2 Move-in/Move-out between sites and Mobilization - Payment will be made at the lump sum price shown in the Schedule of Items and shall include all costs for equipment move-in/move-out between project locations and any mobilization costs.

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 CONTRACT TIME

The Contractor shall be required to commence work 3 calendar days of the effective date on the task order after the Contractor receives the notice to proceed under the contract and prosecute the work diligently as required on the task order.

F.2.0 WORK PROGRESS

Work must progress in a timely manner due to the in-water work period as specified by the Oregon Department of Fish and Wildlife (ODF&W). The purpose is to complete the work during periods of low stream flow to minimize impacts to the stream channel and fish species. The completion deadline could be extended beyond the in-water work period contingent upon approval of ODF&W. This extension would only be granted if stream and fisheries conditions are still favorable.

F.3.0 SHUTDOWN DUE TO ADVERSE CONDITIONS

If the Contractor is unable to perform the work due to project shutdown because of adverse weather, soil or other conditions caused thereby, in an efficient and orderly manner and removes its equipment from the project site for such cause, the Contractor shall return to the site within 3 calendar days from the date of receipt of written notice that such conditions no longer exist and shall thereupon resume operations.

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 PROJECT INSPECTOR DEFINITION

"Project Inspector" means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

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. The COR 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 Project Inspector 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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

No work will be done on Saturday or Sunday or Government approved holidays unless mutually agreed to by the COR and the Contractor.

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.

SECTION I - NEGOTIATED SERVICE CLAUSES

(current through Federal Acquisition Circular 01-07)

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

52.202-1*	Definitions	(DEC 2001)
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)	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
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	Pension Adjustments and Asset Reversions	(DEC 1998)
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)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.217-9*	Option to Extend the Term of the Contract	MAR 2000)
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	(OCT 2000)
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	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)
52.222-35	Affirmative Action for Disabled Veterans and	

	Veterans of the Vietnam Era	(DEC 2001)	
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)	
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)	
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	(FEB 2002)	
52.223-6	Drug-Free Workplace	(MAR 2001)	
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(OCT 1996)	
52.225-1	Buy American Act - Supplies	(MAY 2002)	
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)	
52.227-1	Authorization and Consent	(JUL 1995)	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)	
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 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)	
52.232-7*	Payments Under Time-And-Materials and Labor-Hour Contracts	(APR 1984)	
52.232-8	Discounts for Prompt Payment	(FEB 2002)	
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	(FEB 2002)	
52.232-34*	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)	
52.233-1*	Disputes -- Alternate I (DEC 1991)	(DEC 1998)	
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)	
52.243-3*	Changes - Time-And-Materials or Labor Hours	(APR 1984)	
52.244-6	Subcontracts for Commercial Items	(MAR 2001)	
52.245-4	Government-Furnished Property (Short Form)	(APR 1984)	
52.246-25	Limitation of Liability - Services	(FEB 1997)	
52.248-1	Value Engineering	(FEB 2000)	
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)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS

(DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(e) 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.

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.

52.216-18 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 the date of contract award through September 30.

(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, or 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 services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.

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

- (1) Any order for single item in excess of \$200,000.
- (2) Any order for a combination of items in excess of \$350,000.
- (3) A series of orders within 21 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) Notwithstanding paragraph (b) of this section, 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 (5) days after issuance, with written notice stating the Contractor's intent not to perform the item called for and the reasons. Upon receiving this notice, the Government may acquire the services from another source.

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 rights 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 November 30.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

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
FEDERAL HIRES

(MAY 1989)

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
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[See Section J]	[See Section J]
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52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND
LABOR-HOUR CONTRACTS

(FEB 2002)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job

timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product. (2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for items and services purchased directly for the contract only when payments of cash, checks, or other forms of payment have been made for such purchased items or services.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for items and services purchased directly for the contract only when the Contractor has made or will make payments of cash, checks, or other forms of payment to the subcontractor--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for under payments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor.

The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated billing office is not compelled to make payment by the specified due date.

Alternate II (FEB 2002).

(i) The terms of this clause that govern reimbursement for materials furnished are considered to have been deleted.

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment 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 sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (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 paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

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

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur 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 is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice 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 paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should 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, discount for prompt payment 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 notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic Funds Transfer (EFT) banking information

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration, or 52.232-34, Payment by Other Than Electronic Funds Transfer - Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically 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, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, 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) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs 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. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty 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 Payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(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.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- (MAY 1999)
OTHER THAN CENTRAL CONTRACTOR REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated 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 updated information to the designated office(s).

(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 designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

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

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, 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 the Contractor's EFT information was incorrect, or was revised within 30 days 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 shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released 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.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the

assignee as if it were the Contractor. EFT information that 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 (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

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

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

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

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

52.233-1 DISPUTES -- ALTERNATE I (DEC 1991)

(DEC 1998)

(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) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(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 alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(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.

52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)

(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).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall 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) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses 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.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

SECTION J - LIST OF ATTACHMENTS

FIRE REQUIREMENTS PROCEDURES OUTLINE

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

1. CLOSED FIRE SEASON

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- ☐ Fire tools must be on site;
- ☐ Fire extinguisher must be in all vehicles;
- ☐ Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- ☐ Only unmodified saws are to be used in the forest;
- ☐ Approved spark arresters must be on all internal combustion engines;
- ☐ Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- ☐ No smoking is permitted while working or traveling through any operations area in the forest;
- ☐ No use of explosives is permitted unless approved by the State Forester's representative;
- ☐ Permits to burn are required unless waived by a representative of the State Forester.

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

Level 2 is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

Level 3 is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

Level 4 is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

ORS. 477.066 requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

OAR. 629-43-030 requires watchmen to be:

- ☐ Physically capable and experienced in operating any firefighting equipment on site.
- ☐ On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- ☐ Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- ☐ Patrolling and visually inspecting all sites where work was done during the day.

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

<u>KIND OF TOOLS</u>	<u>NUMBER OF PERSONNEL</u>										
	1-4	5	6	7	8	9	10	11	12	13	14
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel hoes	1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

- ☐ For chainsaws - 8 oz. capacity by weight.
- ☐ For vehicles - UL rating of at least 4 BC.