

Hoopa Valley Tribal Council

*Natural Resources Department
Forestry Division*

Thin/Release & Pile Contract

FD 19-11

Hopkins “J” and “K” Timber Sales

Unit Narrative

This project is a Thin and Release on 17-year-old plantations in four units of the Hopkins “J” and three units of the Hopkins “K” Timber Sales. These units total **56.3 acres** and are accessed via the main Mill Creek Road in section 3,4, and 10 of T. 9N, R. 5E H.B.M. (Specific locations are found on the maps located in Appendix B of the attached contract).

These units are a mix of tractor and cable units. The units were planted in the winter of 2004 and early released during the summer and fall of 2008. At the present time, the conifer trees are still in competition with the brush with sparse dominants having the upper branches and leaders above the competing vegetation. The average height of the trees varies from 5 to 9 feet. Considerable natural regeneration is occurring though most of these trees are suppressed by competing vegetation. The brush, mostly Snowbrush, tends to be 7 to 12 feet in height. The hardwoods, mostly Tanoak, tends to be 6 to 11 feet. The combined coverage of both hardwoods and brush is as much as 100% in most areas. This competition has prevented the diameter growth on the trees and many of them are slim. Care will need to be taken to prevent damage to the trees while thinning these units as well as how and where the piling of the cut material occurs.

The primary competition is coming from Snow Brush in all units and the dominate hardwood species is Tanoak. Brush in these units form a dense layer, occupying an average of 50 percent of the growing space. This layer consists of primarily Snowbrush and Deer brush, with some spots of poison oak.

The unit schedule has been set up to treat the units most likely to **not** have spotted owl restrictions placed on them (see Section 8.04 of the Contract Solicitation). Also, because these units are in an area where bear damage is a potential threat in thinned stands, measures are being taken. More trees are being left per acre than would otherwise occur, to account for mortality due to bear damage.

In order to reduce the potential of catastrophic fire, fuels created by this treatment will be piled (See Section 8.01 of the Contract Solicitation) and eventually burned. This applies to all units listed in Appendix “B” of the Contract Solicitation. Burning of piles is intended but is not a part of this solicitation.

SOLICITATION

This package contains the
SPECIFICATIONS AND BID PACKET

FOR

THIN/RELEASE & PILE

ON

Hopkins "J" and "K" Timber Sales

Hoopa Valley Reservation

All forms in this packet must be completed and submitted with the bid sheet.

ISSUING OFFICE

HOOPA VALLEY TRIBAL COUNCIL

FORESTRY DIVISION
P.O. BOX 368
HOOPA, CALIFORNIA 95546

SOLICITATION AND BID INSTRUCTIONS

ISSUED BY: Hoopa Valley Tribal Council
Forestry Division
P.O. Box 368
Hoopa, CA 95546

TYPE OF SOLICITATION: SEALED BID

- All bids shall be filled out on a “Schedule of Bid Items” as provided in this package. Place bids in an envelope marked “Hopkins “J” and “K” Thin/Release & Pile” on the outside. Mail bids to the address above, if mailed. Bids may be faxed to (530) 625-4230. All bids, whether faxed, mailed, or hand delivered must be received by **2:00 PM local time, July 18th, 2019** at which time the bids will be opened.
- Bids received after the closing time and date will be considered non-responsive.
- A cost estimate has been calculated for this project. Based on this, a confidential minimum and maximum bid price has been established. Tribal Forestry reserves the right to reject any or all bids.
- Order of Precedence-Sealed Bidding: **Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: a) the schedule of bid items (excluding the specifications) b) representations and other instructions; c) contract clauses; d) other documents, exhibits, and attachments; and e) the specifications.**

BIDDER REQUIREMENTS

- Bids submitted as a partnership must be accompanied by a notarized partnership agreement. Individuals submitting a bid will be considered as a sole proprietor and will not be allowed to form a partnership after award of this contract. A maximum of four partners will be allowed.
- A maximum of one subcontractor will be allowed for this contract. Contractor shall be responsible for insuring the sub-contractor complies with all contract requirements.
- Contractor shall provide certificate of workers’ compensation insurance and general liability insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury with \$1,000,000.00 for property damage. The insurance certificates should be faxed to the number listed above. The Tribe and any potential sub-contractors must be listed as additionally insured on the liability insurance certificate.
- Contractor and all employees working on the project are subject to the Tribe’s Drug and Alcohol policy. If independent contractors or vendors use tribal facilities for drug and alcohol screening, then the Tribe shall be reimbursed by the independent contractor or vendor; if independent contractors or vendors use non-tribal facilities, their facilities selection must be from a tribal approved list of laboratories and doctors.
- Contract time for this project will run concurrent with any ongoing contracts. Should a bidder currently have a contract with the tribe, bidder will be required to include in the work-plan how all contracts will be completed in the time allotted. The bid may be rejected if bidder is currently more than 20 % behind schedule on any ongoing contracts.
- Prior to commencing the project, Contractors shall provide the Hoopa Valley Tribal Council with a valid Employer Identification Number (EIN), or complete IRS Form W – 9, and obtain an (EIN) before submitting an invoice.
- **Disease Certification:** Contractor must certify no equipment or vehicles that will be used on this project have been used or operated in areas infected with Port-Orford-cedar root rot or Sudden Oak Death Syndrome. Port-Orford-cedar root disease (caused by *Phytophthora lateralis*) is known to occur throughout Oregon, Washington, and in the Smith and Klamath River drainages in California, including the Bluff Creek Drainage (Fish Lake). Sudden Oak Death Syndrome (caused by *Phytophthora ramorum*) is found in Humboldt, Mendocino, Sonoma, Napa, Lake, Marin, Alameda, San Mateo, San Francisco, Contra Costa, Salono, Santa Clara, Santa Cruz, and Monterey counties in California, and in Southern Oregon near Brookings. Current maps showing areas infected by the disease are available at the Forestry Department office. Contractor must further certify equipment or vehicles that have been working in areas infected with either disease will be cleaned before it is operated in the project area. Chainsaws, brush cutters, and any other hand tools must be sterilized using commercial bleach or Lysol, vehicles must be steam cleaned. This measure is required to guard against introduction of this virulent disease on the reservation. Breach of this requirement will result in immediate suspension of work and contract default.
- A completed TERO 01 form of personnel who have met the requirements of the Hoopa Valley Drug and Alcohol policy. Failure to provide the above within **14** working days of award may result in contract forfeiture.

Schedule of Bid Items
 Thin/Release & Pile
 Hoopa Valley Indian Reservation

<i>FY 2019 FOREST DEVELOPMENT CONTRACT</i>
<i>PROJECT: Thin/ Release & Pile on Hopkins "J" and "K" Timber Sales</i>

<i>Item Number</i>	<i>SUPPLY OR SERVICE</i>	<i>UNIT QUANTITY</i>	<i>UNIT PRICE</i>	<i>CONTRACT PRICE</i>
<i>1</i>	<i>Thin/Release & Pile</i>	<i>56.3 Acres</i>	<i>\$ _____/Per Acre</i>	<i>\$ _____</i>

Award will be on an "all or none" basis

PROSPECTIVE CONTRACTOR:

NAME: _____.

ADDRESS: _____.

CITY: _____.

STATE/ZIP: _____.

TELEPHONE: _____.

EIN#: _____.

SIGNATURE: _____.

DATE: _____.

HAS BIDDER INSPECTED UNIT (S)? YES _____ NO _____

Disease Certification: Contractor guarantees, by initialing below, compliance with
 Port-Orford-cedar and Sudden Oak Death Syndrome Protection Requirements
 in Sections 11.09 & 11.10. (See Solicitation & Bid Instructions) _____ Contractor Initials

WORK-PLAN

Contract Acres: **56.3**

Contract Time: **90** days.

Equipment to be used: (Number of chainsaws, brush cutters, hoe dads etc.)

Transportation: _____

WORK PROGRESS SCHEDULE

Number of workers: _____ Hours per day: _____ Days per week: _____

Estimated hours per acre, per person: _____

Use this area to describe how you plan to accomplish the work in the time given in the contract.

Total estimated days to completion: _____

Contractors designated representative will be: _____

Signature: _____ Date: _____

APPENDIX “A”

Article 8: Specifications

For Thin/Release & Pile

Section 8.01 Scope

- a) The purpose of this contract is to release established conifer plantations and pile the cut stems to reduce the future fire hazard. The main objective is to maintain or enhance the growth of selected crop trees and naturally seeded conifers by removing only **non-coniferous** competing brush and hardwood vegetation in a 10ft radius around an average of 302 selected conifers per acre (see section 8.08). Units included in this agreement are described in Appendix “B”. These Specifications are to provide further detail to the Contract, specifically item 6, Project Covered. Piles will be constructed by stacking the smallest diameter material on the bottom with larger diameter material on top. Small diameter material will be stacked to heights up to three feet. Larger material will be piled onto the smaller diameter material vertically, making a conical shaped pile. This is otherwise known as a “tee-pee” pile. Piles shall be no larger than 6’H x 6’W (acceptations may be approved by the F.O.C.). If possible, piles shall be placed no closer than 9’ to a live conifer so as to prevent it from being damaged. If covering of material is required than an amendment to the contract may be needed.

Section 8.02 Pre-Work Conference

Prior to commencement of work, the Contracting Officer will arrange a prework conference with the Contractor. The purpose of this meeting is to discuss the contract terms and provisions, work performance requirements, and work progress schedules. If work starts prior to the Pre-work Conference, the contract may be terminated

Section 8.03 Notice to Proceed

- a) Tribe will issue a “Notice to Proceed” as soon as contract requirements are met and weather and ground conditions are suitable. The count of contract time will start upon issuance of the Notice to Proceed. Failure of Contractor to pick up certified mail is not excusable delay.
- b) Contractor shall maintain a sufficient number of crew persons and progress at a rate, as written in the approved Work Plan, which will ensure completion within the Contract time. The minimum acceptable rate of progress will be calculated by dividing the total acres by the Contract time. **The rate of progress will be checked at no fewer than quarterly intervals, at which time the work should comply with the work plan.**

EXAMPLE: 12.8 acre block in a 55.0-acre contract with a contract time of 90 days:

$$\text{Required rate of work} = \frac{55.0 \text{ acres}}{90 \text{ days}} = 0.61 \text{ acres/day}$$

$$\text{Time allowed on 12.8-acre block} = \frac{12.8 \text{ acres}}{0.61 \text{ acres/day}} = 21 \text{ days}$$

Section 8.04 Sequence of Work

Contract specifications shall be completed and inspected on a unit-by-unit basis. No work shall be done on a succeeding block until acceptance of work on the preceding unit, unless agreed to in writing by the Officer-in-Charge

**** Work shall not start in blocks located within wildlife restriction buffer areas until after August 1st. or as approved by Wildlife Department.**

Tribal –specified sequence of work is as follows:

Priority	Block	Acres	Restriction	Estimated Start Date	# Calendar Days Allowed
na	HC/J1A	19.9	None		32
na	HC/J1B	5.7	None		9
na	HC/J1C	5.3	None		8
na	HC/J3	4.7	None		8
na	HC/K5	5.2	None		8
na	HC/K7	6.4	None		10
na	HC/K8	9.1	None		15
Totals:		56.3			90

The Contractor shall notify the Tribe prior to starting work on any unit. By this notification, spacing requirements, stream courses, slash treatment, and other items may be discussed prior to the start of work on each unit.

The Tribe may specify a priority of work by unit.

Section 8.05 Method of Measurement

The areas to be thinned and paid for are enclosed by a pink and black candy-striped flagging. All linear or area measurements required under this contract will be measured on a horizontal plane. Measurement will be done by traversing the boundary using GPS readings and acres will be calculated using software designed for measuring purposes.

Section 8.06 Re-measurement

The Contractor may, at any time after award, request re-measurement of any area. This request must be made in writing. Re-measurement will be made on the established boundaries.

If re-measurement indicates a variance of less than one acre for units to 20 acres or less than five percent for units larger than 20 acres, the Contractor shall pay for the actual cost of re-measurement. If re-measurement indicates that actual acreage varies by more than the above factors, the Tribe will pay the cost of the re-measurement. In either case, payment will be made on the acreage as re-measured.

Section 8.07-Equipment:

Contractor will furnish all power saws and/or other cutting equipment. Power equipment shall be approved by the Tribe at the Pre-Work Conference (Sec. 8.02) prior to its use, as to its suitability for this type of work and its compliance with hazard and safety requirements. Equipment will be subject to re-inspection in the field during the life of the contract. When re-inspection reveals that equipment has been altered or substituted and subsequently the equipment fails to meet required standards, contract work will be suspended until such time that equipment complies with all standards set forth herein. No adjustment in contract time will be allowed for suspensions imposed under terms of this clause.

Section 8.08 Spacing Requirements

* Distance between trunks of crop trees to be released.

Contract Spacing	Maximum Spacing	Minimum Spacing	Range of Crop Trees Released on 1/50 Acre Plot	Range of Crop Trees Released Per Acre
12 feet by 12 feet	15 feet by 15 feet	9 feet by 9 feet	Upper 10-Lower 4	Upper 535-Lower 200

Section 8.09 Crop Tree Selection and Spacing Guidelines

- a) Conifer trees shall be chosen as crop trees under the priority of paragraph Sec. 8.10. A crop tree shall be chosen for release within the spacing requirements of Sec. 8.08, where such conditions exist. Crop trees chosen for release shall be those conifers that are the most vigorous, of largest crown and diameter, and of the tallest height. Conifer crop trees shall also have the straightest stems that are free of damage due to insect, disease, physical or mechanical causes. Contractor shall select crop trees based on the following criteria, to fit the spacing requirements listed in (c) below:
 - 1) Most vigorous and largest crown
 - 2) Most healthy and undamaged
 - 3) Largest diameter
- b) If no healthy, undamaged tree exists at the required spacing interval, a conifer with minor physical or mechanical damage may be left. If no healthy conifer with minor damage exists, release the largest diameter tree. If no conifer exists, no vegetation need be cut.
- c) Spacing of selected release conifers throughout the entire unit shall **average** 12X 12 feet. The spacing distance between selected crop trees may vary up to 30% of the average spacing distance to allow for **selection of the most desirable crop trees**. Natural openings or non-stocked areas occur in some units.

Section 8.10 Species Selection

- a) Selection of crop trees is made to maintain a diversity of conifer species, if present. Selection of conifer crop trees shall be made in the following species preference.

(1) Port Orford Cedar	(5) Ponderosa Pine
(2) Incense Cedar	(6) Western Red Cedar
(3) Sugar Pine	(7) Western Hemlock
(4) Douglas Fir	(8) White Fir

Section 8.11 Cutting Instructions

- a) **All vegetation (excluding all other conifers)** over 6 inches in height and less than 6 inches D.B.H. Shall be cut for a radius of **10 feet** around the selected crop trees (measured from the stem). All conifers shall be left uncut, unless the conifer is severely damaged during thinning operations and not likely to produce a suitable future crop tree.
- b) All cut trees, brush, and hardwoods shall be completely severed from the stump no more than **4** inches in height above ground level as measured on the uphill side. If live limbs exist below this point, they shall be completely severed from the stump. Sprouts from stumps over 2 inches in diameter may be severed from the stump, instead of cutting the stump. Stumps shall not be cut at an acute angle.
- c) **Cut vegetation shall not be left on any conifer tree, nor left in a position where snow or gravity can move it onto a conifer tree.**

Section 8.12 Special Treatment Areas:

- a) **Areas of Limited Cutting:** If the Tribe identifies areas in which the potential leave conifers are of such poor quality that they will not respond to release, the Contract Inspector may bring these to the attention of the Contractor, and alter the cutting prescription of these areas, to avoid uneconomical expenditure.
- b) Pacific yew trees, a Tribal emphasis species, will not be cut or damaged in any way. Damaged or cut pacific yew trees will be considered deficient trees.

Section 8.13 Treatment of Slash and Trash.

- a) All slash created during the Release treatment will be piled in preparation to being burned.
- b) Contractor will not cut any vegetation within streamside buffer zone. Any cut slash which falls within this buffer strip will be removed and placed inside the unit boundary. Wet areas less than 1 acre within the unit may be identified by the outer edges of the riparian vegetation, such as alder and azalea. Should an unmarked wet area be discovered, the Contractor shall notify the Contract Inspector or COR and shall leave the area uncut, along with a 100-foot buffer, until the Contract Inspector or COR has viewed the feature and determined, and flagged, the needed buffer.
- c) Contractor will not cut any vegetation on unstable areas (slides).
- d) Contractor will remove any slash and cuttings that fall outside the boundary of the unit and place the slash inside the unit boundary.
- e) All treated vegetation shall be felled away from unit boundaries, roads, culverts, ditches, established trails, stock driveways, fence lines, and established land corners. Any trees or brush falling on such areas shall be removed.
- f) All cutting and thinning materials generated as a result of activity of this contract will be removed from all road right-of-ways within or bordering this contract unit. Unless otherwise indicated by COR.
- g) All slash shall be placed on or near the ground surface, so that it does not lean against, or is suspended by, leave trees or untreated vegetation.
- h) All debris resulting from Contractor's presence, such as oilcans, beverage containers, paper, etc., shall be completely removed from the project area by the Contractor.

Section 8.14 Lop and Pile

Piles and/or Windrows will be constructed where stem density and slope favor one or the other and will follow the spec.'s below:

- (a) Piles will be constructed by stacking the smallest diameter material on the bottom with larger diameter material on top. Small diameter material will be stacked to heights up to three feet. Larger material will be piled onto the smaller diameter material vertically, making a conical shaped pile. This is otherwise known as a "tee-pee" pile. Piles shall be no larger than 6'H x 6'W (acceptations may be approved by the F.O.C.). Construct piles as far from young conifers as possible so as to reduce the risk of damaging the crop trees. Fewer/larger piles may be needed if directed by the F.O.C.

Section 8.15 Woodrat Nest Protection.

Wood rat nest are mounds of sticks usually associated with hardwood sprout clusters for old logs or stumps. These are found scattered throughout the unit. The density of wood rat nests should be maintained to provide a future prey source for the various sensitive species utilizing this stand. Should a wood rat nest be located within the 12-foot radius, the following shall apply.

- a) Woodrat nests within 10 feet of a designated crop tree will not be given any special consideration. Brush and/or hardwoods shall be cut in accordance with the intent of the contract.
- b) Woodrat nests that are at least 10 feet from a designated crop tree will be maintained and the hardwood or brush cluster associated with the nest shall not be cut.
- c) Woodrat nests greater than 12 feet from a designated crop tree shall be left and the associated brush or hardwood shall not be cut.

Section 8.16 Buffers: Buffers are not identified or flagged.

(x) Yes () No

ARTICLE 9.0 DEFINITIONS

AVERAGE SPACING - The average distance, in feet, measured on a horizontal plane, from the bole of one leave tree to the next.

BUFFER - Protected area where no cutting will be done.

COMMERCIAL CONIFER - All conifers except knob cone pine and pacific yew.

COMMERCIAL HARDWOOD – Those hardwoods (see definition below) which are typically used for some commercial value, including but not limited to saw log, firewood, or burl production.

COMPETING VEGETATION - All plants with a woody stem that have potential to overtop, shade, or choke a crop tree. This includes all brush and vine species, but excludes grasses, ferns, and incidental plants that are not considered a major competitor for sunlight, water, or nutrients. The Tribe will determine what competing vegetation is.

CONTRACTING OFFICER’S REPRESENTATIVE (COR) – The Assistant Silviculturist or the designated contract representative for the Hoopa Valley Tribe.

CROWN RATIO - Total crown length divided by total tree height.

DIAMETER BREAST HEIGHT (D.B.H.) - Diameter of a tree at breast height, measured at a point 4 ½ feet above ground level on the uphill side of the tree.

DEFICIENT TREES - Commercial conifers that should have been left for future management but are cut by contractor, either intentionally or accidentally. Any leave trees damaged by the Contractor and/or hardwood trees over six inches dbh that are felled rather than girdled will be considered as deficient trees.

HARDWOODS – All non coniferous species of tree. This may include the following common names: tanoak, madrone, chinquapin, black oak, white oak, alder, maple, dogwood, etc.

HARDWOOD SPROUT CLUSTER - A group of hardwood stems originating from a single root mass, typically from a stump.

HORIZONTAL DISTANCE – Distance measured on a flat plan, irregardless of the slope.

FOREST OFFICER IN CHARGE: (F.O.C. or O.I.C.) - Silviculturist, Hoopa Valley Tribe, or representative.

NATURAL – A conifer that has not been planted by man.

NON-CONIFEROUS – refers to all vegetation excluding conifer trees. Tanoaks, Madrone, maples and snowbrush are all examples of non-coniferous vegetation

RADIUS - A straight line extending from the center of a circle to the outer edge of the circle. Example: a 7-foot radius circle would measure 14-feet across the center of the circle from edge to edge.

RETENTION TREE or CROP TREE - For this contract, a retention tree is defined as a commercial conifer tree over 6 inches in height with good vigor, or a commercial hardwood of similar size and not within 12 feet of a conifer.

SHRUBS (BRUSH) - Species that are generally less than 20' in height, with multiple stems from a single root system. Examples are; deer brush, snowbrush (greasewood), Manzanita, willow, hazel, and huckleberry.

SUBDIVISION/SUBUNIT - A delineated partial section of the project area. The smallest portion of the project area for which payment is guaranteed upon completion of contract requirements.

SLASH - All cut vegetation created during the performance of this contract.

SLOPE DISTANCE – The distance as measured in a non-flat plane along the ground's surface.

ARTICLE 10 - INSPECTION AND ACCEPTANCE

Section 10.0 Inspection Procedure

- a) Tribe may randomly inspect all phases of the Contractor's operations to ensure Contract compliance. Formal inspections include the use of systematic grids or sample plots designed to provide an unbiased sample representing 1 to 3 percent of the project area.
- b) Contractor is encouraged to examine inspection plots and records while inspections are underway. Determinations of acceptability of the work performed are based on these inspections, and shall be considered conclusive except as otherwise provided in these specifications. A copy of the inspections will be given to the Contractor or his authorized representative.

Contractor may submit an invoice for partial payment after completing a contiguous 5-acre increment in the unit. All requests for partial payment are subject to a field inspection and acceptance of work completed.

Section 10.01 Sampling Procedure

- a) Each unit, designated on the attached maps and listed in the Appendix B, will be inspected as a separate unit and shall not be averaged with any other unit for acceptance or payment.
- b) Inspection for compliance with Cutting Standards will be made on a series of 1/50-acre plots measured using horizontal distance. A sufficient number of plots will be taken to total at least one percent (1%) of the area in the unit being inspected. Plots will be established on the ground using a grid pattern and recorded on unit map(s) for their approximate location. Plot Centers will be marked on the ground.
- c) Inspection for compliance with specifications on crop tree selection, spacing, cut vegetation completely severed from stump, live branches on cut trees, height of stumps, slash on crop trees, etc., will be made on the entire unit, and compliance with all specifications must be complete before payment is authorized.

- d) If any of the requirements on the Treatment of Slash and Trash are not fulfilled, that unit shall be considered unacceptable, and payment will be withheld until the deficiencies are corrected.

Section 10.02 Percent Satisfactory Trees

The percentage of satisfactory trees shall be determined using the following equations.

- a) Thinning Quality (TQ) shall be assessed by determining the number of trees that should be thinned (TT) and reducing that number by the sum of the numbers of Unsatisfactory leave trees (UT), Missing trees (MT), and excess trees (ET). The equation is as follows:

$$TQ = [TT-(UT+MT+ET)]/TT$$

- b) Release Quality (RQ) shall be determined by dividing the number of actually thinned trees (RT) by the number of Satisfactory Trees (ST). The equation is as follows:

$$RQ = (RT/ST)$$

- c) The overall percentage of satisfactory trees is the average of the Thinning Quality and the Release Quality [(TQ+RQ)/2].

Section 10.03 Penalty for Unsatisfactory Trees

- a) **There will be no payment made when percent work quality falls below 80%.**
- b) If the percentage of acceptable work falls below 100 percent on the inspection for Contractor compliance, the following will apply:
- c) A ten-percent error will be allowed.
- d) When work falls below the 80-percent acceptable standard, payment will not be made until the Contractor corrects the deficiencies and the results of a subsequent inspection show 80 percent, or more, acceptable work.
- e) Deficient trees (trees that should have been left but were cut or damaged, resulting in resource damage through understocking) will be assessed as liquidated damages at the rate of 1/28 acre per tree, and deducted from Contractor's payment for the block or identified subdivision thereof.

Example:

Deficient Trees

1-Contractor's bid price per acre =	\$ 380.00
2-Amount deducted for each deficient tree = $(\$380 / 28)$ =	\$ 13.57
3-Payment for 5-acres without deficient trees =	\$1,900.00
4-Minimum penalty for 3 deficient trees $(\$13.57 \times 3)$ =	\$ <u>-40.71</u>
5-Total payment with penalty subtracted=	\$1,859.29

10.04 Re-examination

- a) If the original examination results are not acceptable to Contractor, Contractor may request re-inspection. Requests for re-examination must be made in writing to the O.I.C. The same procedure will be followed, but the inspection grid will be shifted to new plot lines and inspection plots will not overlap previously inspected plots.
- b) Re-examination will be conducted by Tribal Forestry.

- c) If re-examination indicates a variance of less than 10 percent from the first examination, Contractor shall pay the actual cost of re-examination and the results of the first examination will be final. If the result of the re-examination indicates a variance of more than 10 percent from the first examination, Contractor will not be required to reimburse Tribe for re-inspection costs, and the results of the re-examination will be final. Any re-examination will comprise a minimum of 10 acres.

Section 10.05 Rate of Progress

If the required rate of progress is not being met, the Forest Officer may issue a “Notice of Noncompliance” and an inspection will be done in one week. If at this time the rate of progress is not being met, the Contract may be terminated.

Section 10.06 Progress schedule

The Contractor shall, within 3 days from receipt of a request from the Forest Officer, submit a time chart or schedule of proposed progress to ensure completion of the work within the time set forth in the Contract. If the Contractor’s progress falls behind that schedule, the Contractor shall take such action as necessary to improve his progress; in addition, the Forest Officer may require the Contractor to submit a revised schedule and proposed plan of work to ensure completion of the work within the time(s) set forth in this contract.

Section 10.07 Suspension of Work

The Forest Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work on this Contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Tribe.

Section 10.08 Fire plan

The Forest Officer may require that a Fire Plan (Appendix “C”) be filled out and returned to the Forestry Office, to be kept on file for the duration of contracts that will be in operation during the local fire season.

Fire Plan XX is required _____ is not required.

Article 11 GENERAL CONTRACT CLAUSES

Section 11.01 Order of Precedence-Sealed Bidding

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: a) the schedule of bid items (excluding the specifications) b) representations and other instructions; c) contract clauses; d) other documents, exhibits, and attachments; and e) the specifications.

Section 11.02 Contract Payroll Records

- a) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of three years from the completion of the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made for unemployment insurance, social security and other required withholdings; and actual wages paid.
- b) The records maintained under paragraph (1) of this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Forest Officer, or TERO Director. The contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- c) Labor disputes arising during the course of the contract between the contractor, or subcontractor, and employees shall be investigated by the TERO director.

Section 11.03 Partial Payments

Partial payments will be made on a completed acre basis. Partial payments may be areas no less than 5 acres. All requests for payment are subject to a field inspection and acceptance of work completed by the Forest Officer.

Section 11.04 Disputes

- a) All disputes arising under or relating to this contract shall be resolved under this clause.
- b) "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.
- c) A claim by the contractor shall be made in writing and submitted to the forest manager for a written decision.
 - (a) For Contractor Claims, the Contractor shall submit with the claim a certification that (1) the claim is made in good faith; (2) supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and (3) the amount requested accurately reflects the contract adjustment for which the contractor believes the Tribe is Liable.
- d) **If the contractor is an individual, the certification shall be executed by that individual. If the contractor is not an individual, the certification shall be executed by: a senior company official in charge at the contractor's business or work site; or An officer or general partner of the contractor having overall responsibility for the conduct of the business.**
- e) The Forest Manager must, if requested in writing by the contractor, render a decision within 60 days of the request.
- f) The Forest Manager's decision shall be final.
- g) The Contractor shall proceed diligently with the 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 Forest Manager.

Section 11.05 Differing Site Conditions

- a) The contractor shall promptly, and before the conditions are disturbed, give a written notice to the Forest Officer of surface or latent physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inheriting in work of the character provided for in the contract.
- b) The Forest Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in the contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified writing accordingly.
- c) No request by the contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the contractor has given the written notice required; provided that the time prescribed in (a) above for giving written notice may be extended by the Forest Officer.
- d) No request by the contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

Section 11.06 Contract Supervision

At all times during performance of this contract and until the work is completed and accepted, the contractor shall

directly supervise the work or assign supervision to a competent superintendent who is satisfactory to the Forest Officer and has the authority to act for the contractor. Contract Supervision must be designated prior to the commencement of operations using the “Designation of Contract Representative” Form available at the Forestry Office.

Section 11.07 Termination for Convenience of the Tribe

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

Section 11.08 Default

- a) The Tribe may, subject to paragraphs 11.08.c and 11.08.d below, by written notice of default to contractor, terminate this contract in whole or in part if the contractor fails to:
 1. Deliver the supplies or perform the services within the time specified in this contract, including any extensions granted.
 2. Make progress, so as to endanger performance of this contract; or
 3. Perform any of the other provisions of this contract

- b) The Tribe’s right to terminate this contract under 1a-1b above may be exercised if the contractor does not cure such failure within 10 days (or more if authorized in writing by the Forest Officer) after receipt of the notice from the Forest Officer specifying the failure

- 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 (a) acts of God or the public enemy, (b) acts of the Tribe in its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, and/or (h) 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 this contract is terminated for default, the Tribe may require the contractor to transfer title and deliver to the Tribe, as directed by the Forest Officer, any completed supplies, and partially completed supplies and materials, parts, tools, 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 Forest Officer, the contractor shall protect and preserve property in its possession in which the Tribe has an interest.

- e) The Tribe shall pay contract price for completed supplies and services delivered and accepted. The contractor and Forest 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 Tribe may withhold from these amounts any sum the Forest Officer determines to be necessary to protect the Tribe against loss because of outstanding liens or claims of former lien holders.

Section 11.09 Port-Orford-Cedar Restrictions.

The contractor will certify that the equipment to be utilized for this contract has not operated in locations that have Port-Orford Cedar Root Wilt in Oregon, Washington, or in the Smith and Bluff Creek drainages in California. If equipment has operated in any of these locations, the equipment will be steam cleaned before contract initiation.

Section 11.10 Sudden Oak Wilt Restrictions:

The contractor will certify that the equipment utilized for this contract has not operated in locations within the Sudden Oak Death Zone of Infestation established by the California Department of Forestry. This zone includes Humboldt, Mendocino, Sonoma, Napa, Lake, Marin, Alameda, San Mateo, San Francisco, Contra Costa, Salono, Santa Clara, Santa Cruz, and Monterey

counties and those counties adjacent to these counties. Equipment that has been working inside Zone of Infestation or equipment traveling into the Zone of Infestation during the contract must be steam cleaned before it is allowed onto the reservation. This measure is required to guard against introduction of this virulent disease on the reservation.

Section 11.11 Forest Sanitation

On May 13, 2009, The Forest manager issued a new policy regarding forest sanitation. The following measures shall apply to this contract. The Contractor is responsible for determining how to comply with these provisions.

- a. Human waste, including defecation, litter, and/or toilet paper shall not be left in the woods, but shall be properly contained and removed by any contractor or work group. Waste shall be properly disposed of.
- b. Urination may be permitted under the following conditions:
 - 1) Urination shall not occur within 200 feet of any watercourse (Class I, II, or III)
 - 2) Toilet paper used for any purpose involving urination shall be contained, and removed from the woods to be disposed of properly.
 - 3) Urination shall not take place within 50' of a road or well used trail.
 - 4) For crews, urination shall be dispersed and not concentrated by more than one person urinating within a 30' radius.
- c. All litter, trash and discarded material not naturally occurring within the forestlands of the Hoopa Reservation shall be removed and properly discarded.
- d. In no instance shall burying on-site be accepted as proper disposal.
- e. Failure to properly dispose of human waste products may be deemed justifiable grounds for termination of a contract.
- f. Should Contract Inspectors or Crew Supervisors find human waste on or adjacent to any work sites, He/she may require the following.
 - 1) All human waste shall be removed at the contractor's or work crew's expense.
 - 2) If the Contractor or work crew refuses or is unable to remove waste, then TEPA shall be notified and take appropriate clean-up measures. Expenses for this clean-up shall be charged to the contractor or work crew, and shall be taken out of contract compliance fees.

APPENDIX “B”

DESCRIPTION OF UNITS AND AREA MAPS

12.0 Location and Description: The project area is located on the Hoopa Indian Reservation. The units are located in sections 3 and 10 of T. 9N, R. 5E H.B.M. Detailed maps of unit locations and boundaries can be obtained at the Hoopa Forestry Office, 40 Orchard Street, Hoopa, CA (Phone: (530)625-4284).

12.01 –Access: as shown, is for information only. It will be the responsibility of the Contractor to determine the most suitable route to the project area(s). All contract units are accessed by either the Mill Creek Road the Deerhorn Road. (See the Overview Map for locations.) The Tribe will not undertake any obligation for accomplishing special maintenance, such as plowing snow, to keep roads open. Poor weather and road conditions during the time of operations should not adversely affect access to certain work sites. The Contractor may be required to have an all-wheel drive vehicle, traction devices and chain saws to facilitate transportation to work sites. The Contractor must abide by all road closures.

12.02 – Project Description

The Hopkins “K”5 unit was ‘hack-n-stacked’ and planted in 2009, despite being logged in 2001. The other “K” units were planted in 2002/03 and early released in 2008. The Hopkins “J” units all were planted in 2002 and early released in 2008.

Topography: The project area varies from 0% to 70% slopes and averaging about 40% overall. Operations under this contract will not be required on unsafe steep slopes, as determined by Forest Officer in Charge.

- **Elevation:** The elevations of the units are between 2640 and 3700 feet above sea level.
- **Density and Height:** The average stocking of the combined units, according to recent checks show there to be 321 crop conifer trees per acre and additional 397 natural conifers per acre (718 TPA total) with an average height of 7.0 feet. Hardwoods less than 6 inches D.B.H. average 27% overall coverage per acre with an average height 10.9 feet. Brush less than 6 inches D.B.H. average 51% overall coverage per acre with an average height 7.9 feet. This reflects data collected from 2016 to 2017.

Marked Boundaries: Project area boundaries have been marked with black and pink candy stripe flagging. Riparian Protection Zones (RPZ) are flagged with blue and white candy-striped flagging. RPZ areas are no-cut areas.

The following is a list of pertinent information:

Unit	Acres	Mean Elevation	Mean Slope	Access	Most recent survey Trees/Acre
Blocks Obligated to this Thin & Release Contract:					
HC/J1ABC	30.9	3500	40	Mill Creek or Deerhorn Rd	878
HC/J3	4.7	3360	40	Mill Creek or Deerhorn Rd	450
HC/K5	5.2	2810	40	Mill Creek or Deerhorn Rd	680
HC/K7	6.4	2800	30	Mill Creek or Deerhorn Rd	543
HC/K8	9.1	2960	40	Mill Creek or Deerhorn Rd	1040
Total Acres:	56.3			Approximate # of trees to release	17,000
				At 302/ac:	

APPENDIX "C"

FIRE PLAN

Fire Plan - Scope

The provisions set forth below outline the channels of responsibility for fire prevention and suppression activities and establish an attack procedure for fire within the Contract Area. The Contract Area is delineated on the map(s) in the contract. The provisions also specify conditions under which contract activities shall be curtailed or shut down.

Responsibilities

- a) - Contractor
 - a. - Shall abide by the requirements of this Fire Plan.
 - b. - Shall take all steps necessary to prevent employees, sub-contractor, or subcontractor's employees from setting fires. Shall be responsible for preventing the escape of fire set as a result of the Contractor's operations. Any such fires shall be extinguished, and the Forest Officer in Charge (FOIC) shall be notified that there was a fire.
 - c. - Shall complete the Fire Plan regarding personnel, equipment, and organization, and shall furnish the FOIC with a copy prior to commencing work and shall notify the FOIC of any changes as they occur.
 - d. - Take action to correct deficiencies occurring on the job site.
- b) - Tribe
 - a. Forest Officer in Charge (FOIC) or Inspector
 - b. Will inspect performance under the contract for compliance with the provisions of this fire plan.
 - c. Will notify the Contractor in the event of discovered non-compliance

Tools and Equipment

- a) A - All diesel and / or gasoline engines used on the job or in camp shall be equipped with spark arrestors that meet the standards set forth in the "Forest Service Spark Arrestor Guide".
- b) B - Power equipment used on this contract cannot be modified, except those modifications approved by the manufacturer. Modifications that are not approved include but are not limited to: Removal of the chain brake, removal of the dogs.
- c) C - Contractor shall furnish and have available for emergency use on each piece of equipment used in conjunction with the performance of the work, the following:
 - d) - One shovel, (size "0" or larger) one axe, or Pulaski (2 1/2 pound head or larger) and a fully charged fire extinguisher (U.L. rated at 4 B: C or more) on each truck or personnel vehicle.
 - e) - One shovel (size "0" or larger) and one chemical pressurized fire extinguisher (fully charged) (U.L. rated at 2 B.C. or more) for each gasoline powered tool including but not limited to, chainsaws, brush-cutters, etc. The fire extinguisher must be carried by the operator of the power tool at all times; the shovel may be kept with the fuel.

State Law

The Contractor must comply with all applicable laws of the State of California. These include, but are not limited to, the State Public Resources Code.

Permits

If the Contractor desires to have a camp, lunch, or warming fire, a campfire permit must be obtained.

Smoking

Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. Under no circumstances shall smoking be permitted during fire season while employees are operating equipment, walking, or working on this contract.

Emergency Measures

An Activity level based on local conditions has been established. These predicted levels are posted each day on a sign in front of the Dept. of Public Safety. Posting is done by 5:00 P.M. each day. It is the Contractors responsibility to check the activity level for the next day's operations.

The following activity levels are the ones that affect the Contractor:

The patrol shall remain on duty for at least 2 hours after the close of work.

Activity Level 4 - Hoot Owl - All operations will cease at 1:00 P.M., except the fire patrol.

Activity Level 5 - Shut Down - There will be no work on the contract.

The FOIC or the Inspector will notify the Contractor of any changes to the Activity Level occurring after the posting time.

The Contractor shall report all fires to all or one of the following facilities listed below, not necessarily in the order shown.

NAME	TELEPHONE
<u>Hoopa Wildland Fire Management</u>	<u>530 - 625 - 4220</u>
<u>Hoopa Dept. of Public Safety</u>	<u>530 - 625 - 4202</u>
<u>Hoopa Tribal Forestry</u>	<u>530 - 625 - 4284</u>
<u>Big Hill Lookout</u>	<u>707 - 499 - 9835</u>
<u>US Forest Service Lower Trinity RD</u>	<u>530 - 629 - 2118</u>

The Contractor shall, prior to commencing work, furnish the following information relating to personnel, tools, and equipment available for the purpose of fighting wildfires within and adjacent to the contract area.

Personnel:

NAME	TELEPHONE
-------------	------------------

Equipment:

Remarks: _____

_____ Contractor's Signature

APPENDIX "D"

SUBCONTRACT AGREEMENT

I, _____ have read and signed Contract # FD 19-11. I agree to subcontract unit # _____, _____ acres of Thin and Release Contract # FD 19-11, to _____, whose address is _____, and social Security # is _____. I agree that even after assignment of this portion of the Contract pursuant to section 3.04, I will continue to remain liable for performance of the contract requirements, including those requirements that are sub-contracted to _____, and for all other provisions in Contract # FD 19-11. I agree to make payment to _____ after each sub-section has been approved and invoice for payment has been submitted and paid to myself, as prime contractor. . The negotiated amount will be \$_____ per acre for _____ acres for a total of \$_____.

I, _____ have read Contract #. FD 19-11. I expressly assume and agree to perform all duties and obligations in the performance of unit # _____, _____ acres of Thin and Release Contract # FD19-11. I also expressly assume all other obligations of Contractor, pursuant to contract # FD 19-11 in performance thinning and releasing of said unit, including, but not limited to insurance requirements, workers' compensation requirements, time frame requirements for the performance of the contract, and applicable contract specifications.

Does Sub-Contractor intend to hire employees? (Circle one) YES / NO. If yes attach completed TERO Form 01 and workers compensation insurance certificate.

Sub-contracting by the Sub-Contractor will not be approved.

Contractor's signature
Print Name and Address

Date

Subcontractor's signature
Print Name and Address

Date

APPENDIX "E"

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

Amendment/Modification #: 1 Effective Date of Contract Modification:

Issued by: Jeff Lindsey Administered by (if different than issued):

Hoop Valley Tribe-Forestry
P.O. Box 368
Hoopa, Ca 95546

Name and Address of Contractor

Accounting and Appropriate Data (if required)

CONTRACT # FD 19-11

THIS FORM APPLIES TO MODIFICATION OF CONTRACT ORDERS.
IT MODIFIES THE CONTRACT/ORDER AS DESCRIBED BELOW

	This change order is issued for changes as described below
	The above Contract/Order is modified to reflect Administrative Changes.
	Other (This Supplement Agreement Entered to As Described Below).

DESCRIPTION OF AMENDMENT/MODIFICATION

Section 3.01 Project Covered

(See Appendix A of attached amendment.)

Section 4.01 Amount of payment

In consideration for the services to be performed by Contractor, Tribe agrees to pay contractor: **\$0.00** per acre on 000 acres = 00.00. Funds available in account # 120-99913- . For a total of **\$0.00**.

Name of Contractor Name of Program Official Title

Jeff Lindsey Forest Manager

Signature of Contractor Date Signature of Program Official Date