

# SOLICITATION

This package contains the  
**SPECIFICATIONS AND BID PACKET**

FOR

***Hand Tree Planting***

ON

**Mill 1 Fire Rehabilitation & Timber Sale Areas**

**The 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" and include a completed "Work-Plan" as provided in this package. Place bids in an envelope marked "**Mill 1 Fire Reh. & Timber Sale Areas**" 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, October 10th, 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. Proof of insurance will not be required for submission to the Tribe until after bid is selected for contract award. 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. Failure to provide the above within **14** working days of award may result in contract forfeiture.
- 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  
Hand Tree Planting  
Hoopa Valley Indian Reservation

FY 2020 FOREST DEVELOPMENT CONTRACT				
PROJECT: Hand Tree Planting – Mill 1 Fire Rehabilitation & Timber Sale Areas				

Item Number	SUPPLY OR SERVICE	UNIT QUANTITY	UNIT PRICE	CONTRACT PRICE
1	Hand Tree Planting	260.2 Acres	\$ _____/Per Acre	\$ _____

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: **260.2**

Contract Time: **1 Year.**

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

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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.

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Total estimated days to completion: \_\_\_\_\_

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX “A”

### PROJECT SPECIFICATIONS

#### FOR TREE PLANTING BY HAND

##### **8.01 Scope**

These Specifications are to provide further detail to the Contract, specifically section 7, Scope of Work. The project is to manually plant seedlings to reforest areas logged under recent timber harvests or wildfire areas and having undergone recent site preparation. Planting is expected to be completed by April 30 of each year, unless moist conditions persist. Once unfavorable planting conditions occur, or April 30<sup>th</sup> arrives, all planting will cease until planting conditions are favorable in the fall of 2020. The contract will remain active until a minimum of 260.2 acres are planted. Should the Contractor complete the acreage prior to the end of tree planting (i.e., before April 30<sup>th</sup> 2020) and additional acres are available, those acres may be amended onto the contract, agreeable to both the Contractor and the FOC. Once the contracted and amended acres are completed, the Contract shall terminate.

##### **8.02 Pre-Work Conference**

Prior to commencement of work, the Contracting Officer will arrange a pre-work conference with the Contractor. The purpose of this meeting is to discuss the contract terms and provisions, work performance requirements, and work progress schedules.

##### **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 of the by the Contract time. **The rate of progress will be checked at no fewer than monthly intervals, at which time the work should comply with the work plan.**

EXAMPLE:     20.0 acre block in a 100 acre contract with a contract time of 30 days:

$$\text{Required rate of work} = \frac{100 \text{ acres}}{30 \text{ days}} = 3.33 \text{ acres/day}$$

$$\text{Time allowed on 20.0 acre block} = \frac{20.0 \text{ acres}}{3.33 \text{ acres/day}} = 6 \text{ days}$$

##### **8.04 Sequence of Work**

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

The Tribe will specify a priority of work by unit as site preparation is completed.

Units in highest elevations will be of greater priority so as to complete planting prior to snow-fall (See Appendix “C”).

##### **8.05 Planting Conditions**

- a) Because tree survival and growth is dependent upon proper soil and weather conditions at the time of planting and because these conditions will only prevail for a limited length of time, it is imperative that work be started promptly after conditions for planting become suitable.

- b) Whenever the Tribe determines that the temperature, humidity, soil moisture, soil temperature, winds, or a combination of these and other physical conditions have become unsuitable for tree survival on any area, Contractor shall move the work force to another area as prescribed by the Tribe. When no other area is available, Tribe will issue a "Suspend Work Order", and the count of Contract time will stop. When conditions are favorable, Tribe will issue a written "Resume Work Order." Tribe will delete from this planting contract any unit that is listed as "to be burned" that the Tribe does not accomplish the burn on.

#### **8.06 Method of Measurement**

- a) The areas to be planted and paid for are enclosed by a pink and black candy-striped flagging or have obvious on ground boundaries. 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.
- b) All acreages included in Appendix C are accurate and reflect the actual acreage of the unit. Final acreages of amended units will be determined prior to the initiation of planting a unit and the acreage will be provided to the Contractor at no later than the beginning of the day. Exceptions may be made at the request of the Contractor.

#### **Section 8.07 Re-measurement**

- a) 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.
- b) 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 8.08 Reporting**

Contractor shall contact the Hoopa Forestry's Silviculture Department by 4:00 P.M. of the day proceeding work to determine the quantity of seedlings needed for the next day's planting and to set a time for delivery.

#### **Section 8.09 Tribal-Furnished Property**

The Tribe will furnish tree seedlings to the Contractor. Trees may be picked up at the Tsemeta Forest Nursery each morning. Trees will be delivered by the Forest Officer's Representative (F.O.R.) each morning, unless other arrangements are made by the Contractor and approved by the F.O.C. The F.O.R. shall keep a record of the number of seedlings taken out at the beginning of the day, the number planted, and the number returned. Tree seedlings that are wasted by the Contractor shall be charged to the Contractor, (see section 10.07 Wasted Trees for calculation of charges for wasted seedlings).

Shipping boxes are property of the Tsemeta Forest Nursery. The contractor is required to return them to the F.O.R, or directly to Tsemeta Nursery. Plastic tree sacks are to be disposed of properly and not left on-site. Containers and shipping boxes not returned to the F.O.R. the same day of their delivery to the planting site will be charged against Contractor at the following rates:

TYPE OF CONTAINER	CHARGE \$
Shipping Boxes	\$10.00

#### **Section 8.10 Planting Equipment**

Contractors shall be responsible for obtaining planting tools and bags. Tribal Forestry planting equipment will not be available for contractor use. Contractor's planting tools and bags shall meet the following minimum requirements:

- a) The planting blades of the hoe-dads, shovels or power augers shall be capable of making a planting hole of a minimum of 12 inches in depth, and 4 inches in width. The head or scalping blade of a mattock is not to be included in the minimum length measurements.

- b) Contractor's planting bags shall be a light color, shall not retain heat, shall have a minimum depth of 15 inches, and shall be free of defects.

### **Section 8.11 Care of Tree Seedlings**

The Contractor shall adhere to the following specifications for care and protection of tree seedlings.

- a) Tree seedlings shall be protected at all times from drying, heating, smothering, freezing, crushing, and drowning, abrasion, rapid temperature fluctuations, or contact with injurious substances.
- b) Tree seedlings shall not be removed from shipping containers or plastic sacks until being readied for placement into prepared planting hole.
- c) Tree seedlings shall be planted without further root or top pruning or culling. If pruning or culling appears necessary, or if mold, dry rots, evidence of injury, or drying is seen, the condition shall immediately be reported to the Planting Inspector.
- d) Tree seedlings that are frozen shall not be handled until completely thawed. They shall be thawed in full shade.
- e) Tree seedlings removed from cold storage facilities shall not be allowed to stand or lie in water or snow or be covered with snow.

### **Section 8.12 Field Handling**

Tree seedlings in possession of planters shall be handled in accordance with the following:

- a) Tree seedlings in planting bags shall be kept in their container or plastic sack and have only their tops exposed.
- b) Tree seedlings shall not be removed from planting bag and containers/plastic sack until immediately before planting in a prepared hole.
- c) Tree seedlings shall be gently removed, one at a time, to prevent stripping or other injury and quickly and gently inserted into the planting hole.
- d) **No planter shall carry more than 250 trees**, without approval of the F.O.R. Trees shall be evenly distributed in the planting bag. Bundles of trees and containers shall not be stacked upon other seedlings in lower portions of the bags.
- e) If the Planting Inspector determines that weather conditions are causing undue damage to seedling before planting, the Tribe reserves the right to further restrict the number of tree seedlings carried per planter.
- f) Unless otherwise specified, trees furnished shall be planted within the unit or units to be planted that day. The contractor shall not take excessive boxes of trees into the field. A work plan indicating the average number of trees planted by each worker shall be presented to the planting inspector, upon request, and used to determine the number of tree boxes obtained from the nursery each day.
- g) **Not more than two tree boxes shall be open at any one time.** A box shall be completely emptied of trees prior to opening an additional box. Boxes not expected to be planted during the day shall be returned to the planting inspector for return to the nursery at the earliest opportunity.
- h) Planting bags shall be emptied of debris, empty tubes, empty plastic sacks, and unplanted seedlings at the end of each working day.

### **Section 8.13 Spacing Requirements**

Contractor shall adhere to the following spacing requirements:

- a) Tree seedlings shall be planted in plantable spots distributed over the area at the spacing specified in the "Description of Units Table." The specified spacing for individual trees may vary as much as 25 percent to place the seedling in the best microclimate.

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- b) Where residual established trees exist, the contractor shall space off any existing conifer tree over 12 inches tall. For established trees greater than 10 feet in height, including tanoaks and other hardwoods, planting may occur up to and within the drip line of the tree.
- c) Where a plantable spot is not encountered within the specified spacing, Contractor may vary as much as 25 percent from the specified spacing. Should no plantable spot be located within this 25 percent variation, the spot shall be deemed an “Unplantable spot” and not count against spacing requirements.
- d) Average spacing shall be maintained throughout the planting unit except as allowed above. The number of trees per acre shall not be materially increased or decreased from the Optimum Number of Trees as specified in the “Description of Units Table,” or determined once accurate acreages have been calculated. The permitted variation on tree count shall be 25 percent of the Optimum Number of trees, without written consent by the FOR.

#### **Section 8.14 Spot Selection**

Wherever possible, within the spacing requirements, planting spots shall be chosen where stumps, logs, and terrain features provide protection from sun, wind, animals, loose debris, and other agents detrimental to trees’ survival and growth. Tree seedlings will be placed on the north-northeast side of stumps, logs, brush, and terrain features as shown in Exhibit “C” in Appendix “D”. **Place trees as far away from or between existing brush or hardwood stems (dead or live) as possible while maintaining the spacing guidelines in Section 8.13.**

#### **Section 8.15 Planting Spot Preparation (Scalping)**

Before preparing the planting hole, all debris, grasses, dry soil, rock, and weeds shall be scalped to expose bare mineral soil in a spot at least one foot by one foot or as specified.

#### **Section 8.16 Preparing the Planting Hole**

Planting holes shall be located near the center of the scalped area and shall be oriented at an angle between perpendicular to the slope and true vertical. An open hole, broken out as shown in Exhibit “A”, and deep enough to fully accommodate the plug roots mass of the trees to be planted, is required when hand planting tools are used. If a tree seedling is planted near the edge of the scalped area, Contractor shall enlarge the scalp so the seedling is centered. Each planted seedling shall be a minimum of 4 inches from the edge of the scalp, as measured from the seedling’s stem. Contractor shall open planting holes in plantable spots, regardless of difficulty

#### **Section 8.17 Tree Placement**

The tree seedling shall be suspended near the center of the hole with roots in a near natural arrangement at a depth that after filling, packing, and leveling, the soil comes between a point even with the cotyledon scar of the seedling and a point even with the bottom-most green needles of the seedling. No portion of the roots shall be exposed. Depth of the tree shall be monitored so that no needles or branches are covered with soil. The roots shall not be doubled up, twisted, spiraled, or bunched and the root tip shall be placed at the bottom of the hole facing downward. The root plug mass shall be aligned with the axis of the planting hole with all roots extending downward. Tree seedling shall be positioned at an angle, which is between perpendicular to a horizontal plane and perpendicular to the slope of the ground. Planting trees in an unsatisfactory manner, as shown in Exhibit “B” (Appendix C) will result in wasted trees.

#### **Section 8.18 Filling and firming**

Moist mineral soil shall be filled in and firmed around tree roots or plug. Dry soil, ash, leaves and other organic matter, rock, and other foreign material shall be kept out of holes. Soil shall be filled in and firmed progressively so no loose soil or air pockets remain and tree is as firmly planted, as limits on plug form will allow. Contractor shall not wedge the sides of the hole and firming the soil around the tree shall be done in a manner that assures the tree and root system is not damaged. After the soil is firmed around the tree, it shall be smoothed out to the level of the surrounding mineral soil surface. After planting, the tree stem shall be erect and free to grow. The tree shall not be weighted down with mud or debris.

## 9.0 DEFINITIONS

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.

Drip Line – An unmarked line surrounding a mature tree where a drop of rain or water falling from an outside leaf of the tree's canopy, with no wind influence, would land.

Established Tree - Healthy, commercial conifer greater than 12 inches tall. Leave trees within Shelterwood units are excluded from this definition.

Forest Officer in Charge (FOC) – The contract overseer, usually the Forest Manager or Tribal Silviculturist.

Forest Officer's Representative (FOR) – The FOC's representative on site, usually the on-site Inspector.

Microclimate – The area under or adjacent to a stump, log or other type of cover where the extremes of temperature and moisture are buffered from the extremes occurring in the main portion of the unit.

Optimum Number of Trees - The desired stocking per acre determined to best utilize the planting site in attaining future silvicultural objections. This is expressed as trees per acre, as the average number of trees per specified linear segment or planting interval.

Permitted Variation - The medium acceptable amount stated in the specifications, by which the actual number of tree seedlings planted may be more or less than the prescribed optimum number of seedlings expressed in similar terms.

Plantable Spot – A planting spot from which vegetation, ash, duff, and debris has been or can be removed and where a satisfactory tree can be planted.

Planting Area - The total area that is to be planted under each bid item herein. A planting area may be composed of several planting units planted according to the specifications.

Planting Inspection Plot - A 1/100-acre circular plot, or other plot of appropriate type and size, used to inspect planting quality in accordance with inspection procedures.

Planting Spot - An area that is identified as the designated location of a seedling according to spacing specifications. A planting spot may be plantable or unplantable according to ground conditions.

Planting Unit - A subdivision of a planting area designated as such to facilitate contract administration. It may consist of one or more designated openings, burns or other deforested area(s) or parts thereof.

Satisfactory Tree - A tree seedling planted in full accordance with all planting specifications.

Scalping - Clearing ground area of all debris, grasses, dry soil, rock, weeds, and crowns of living plants to expose bare mineral soil.

Spacing - The average distance in feet between planted trees as measured from one planted tree to another planted tree.

Unplantable Spot - An area, within the specified spacing limits, in which it is not possible to plant a satisfactory tree according to the spacing requirements (Section 8.13). This area must prevent a tree from being planted within 50 percent of the specified spacing distance from the nearest planted tree, established tree, or planting spot.

Unsatisfactory Tree - A planted tree seedling, which fails to meet one or more of the specifications for a satisfactorily planted tree seedling.

Wasted Tree or Wasted Seedlings - Tree seedlings which are lost, damaged, destroyed, or handled contrary to the specifications for care of tree seedlings, and planted tree seedlings in excess of maximum seedlings allowable as shown in (See Section 8.09 Tribal Furnished Property)

## ARTICLE 10: INSPECTION AND ACCEPTANCE

### **Section 10.0 Inspection Procedure**

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 planting area. Contractor is encouraged to examine planting 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 may be given to the Contractor or his authorized representative, upon request.

### **Section 10.01 Unsatisfactory Planting**

If the percentage of compliance falls below 80 percent, Contractor will be immediately notified in writing to improve the quality of planting. Compliance will be checked on a unit-by-unit basis as well as a contract average. Should a single unit fall below 80 percent compliance, the unit may be reworked. If the quality of planting is not raised above this percentage, Contractor's right to proceed may be suspended or terminated. If the Contract average falls below 80 percent, Contractor's right to proceed will be suspended, pending a determination to terminate the contract. Contractor may, subject to availability of additional planting stock, request approval to replant any areas falling below the minimum acceptable planting percentage. While replanting is in progress, a re-examination will be conducted.

### **Section 10.02 Care of Tree Seedlings**

Tree seedlings that are handled in a manner inconsistent with the specifications of Sections 8.11 and 8.12 will be declared "Wasted" trees, and Contractor shall be assessed damages.

### **Section 10.03 Planting Quality**

All trees planted on a plot will be inspected above and below ground.

A) Above Ground Inspection - will take place on all trees within the plot. Above Ground Examination will assess the following items:

- |                                    |                                      |
|------------------------------------|--------------------------------------|
| 1. Spacing.                        | 5. Planting depth and exposed roots. |
| 2. Planting spot selection.        | 6. Stem position or damage.          |
| 3. Planting spot preparation.      | 7. Firmness.                         |
| 4. Tree seedling location on spot. | 8. Shade.                            |

Spacing requirements are as listed by the "List of Bid Items." Within a 1/100<sup>th</sup> acre plot, the number of Optimum Number of trees in the plot is shown on the following table.

*TABLE 1*

Seedling Spacing per 1/100 Acre (11.8' radius) Inspection plot	Average Spots on 1/100 Acre Plots		
	MAX.	OPTIMUM	MINIMUM
8'X 8' (681 tr./ac)	8	7	6
9'X 9' (538 tr./ac)	6	5	5
10'X 10' (431 tr./ac)	5	4	4
12'X 12' (302 tr./ac)	4	3	2

B) Below Ground Inspection - will take place on all trees within the plot. Trees that do not meet "Satisfactory Tree" designation in the Above Ground Inspection will not be tallied a second time as an "Unsatisfactory Tree" in the Below Ground Inspection. Nor will a "Satisfactory Tree" designation in the below Ground Inspection negate an "Unsatisfactory Tree" designation in the Above ground Inspection. Below ground Inspection will assess the following Items:

- |  |  |
|--|--|
| 1. Planting hole orientation.          | 4. "Foreign" materials in planting hole. |
| 2. Root configuration and orientation. | 5. Loose soil or air pockets.            |
| 3. Altered root length and damage.     | 6. Plug deformity.                       |

Trees planted on a plot in excess of the maximum allowable will be counted as wasted seedlings.

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#### **Section 10.04 Sampling Procedure**

Planted trees will be sampled as follows:

Tribe will mark on the ground a series of 1/100-acre plots. Plot centers will be marked on the ground with white flagging, and will be distributed uniformly over the entire acreage. Inspection within each plot will be done as follows:

1. Locate and mark the plot's center.
2. Record the number of planting spots.  
(dependant on the plot's location)
3. Record the number of plantable spots.
4. Record the number of unplantable spots.
5. Record number of seedlings planted.
6. Perform Above Ground Inspection and record  
number of satisfactorily planted seedlings
7. Perform Below Ground Inspection and record  
number of satisfactorily planted seedlings
8. Determine Percent Stocking
9. Determine Percent Satisfactory Trees
10. Record Wasted Trees

#### **Section 10.05 Determining Percent Stocking**

The percent stocking will be calculated by dividing the total number of satisfactory trees by the total number of plantable spots all times 100.

$$\frac{\text{Total \# Satisfactory Trees}}{\text{Total \# Plantable Spots}} \times 100 = \% \text{ Stocking}$$

Percent stocking must be 80% (percent) or better to receive payment. Filling-in by planting additional trees will be required to increase stocking % to at least 90%.

Trees planted in excess of 110% (percent) will be counted and charged as wasted seedlings.

#### **Section 10.06 Percent Satisfactory Trees**

The percent satisfactory trees will be calculated by dividing the total number of satisfactory trees by the total number of planted trees, all times 100.

$$\frac{\text{Total \# Satisfactory Trees}}{\text{Total \# Planted Trees}} \times 100 = \% \text{ Satisfactory trees}$$

If the % of Satisfactory Trees is 85% or better there is no deduction of payment and the unit will be paid for at 100% of the bid price.

If the % of satisfactory trees is between 80 and 85%, there will be a 1-% penalty for each % (percent) less than 85%.

**If the % of satisfactory trees is less than 80%, the unit is not in compliance and no payment will be made until the unit is brought into compliance.**

#### **Section 10.07 Wasted Trees**

The calculation to determine the number of wasted trees on a unit is made by multiplying the total number of wasted trees recorded on all plots by the number of acres in the unit, all times the reciprocal of the inspection plot size.

$$\frac{\text{Total Wasted trees} \times \text{Unit Acres}}{\text{Total Plots}} \times 100 = \text{Total Wasted Trees}$$

This gives the number of wasted trees. If the wasted tree count is less than 10 percent of the Optimum Number of Trees, no penalty will be made. If the Total Tree count exceeds the Optimum Tree Count by 10 percent, the FOR will determine the reason for the excess of trees and whether it is appropriate to charge Contractor for the Wasted Trees. A written report explaining the justification of the charge will be submitted to the FOC and a copy provided to the Contractor. Should the Total

Tree count exceed the Optimum Number of Trees by 25 percent, the Contractor will be charged for the wasted trees and no report will be submitted. Wasted Tree Charges may be waived by the FOC.

#### **10.08 Re-examination**

If the original examination results are not acceptable to Contractor, he may request re-inspection. The same procedure will be followed, but the inspection grid will be shifted so that new plot lines and inspection plots will not overlap previously inspected plots. 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, Tribe will bear the cost and the results of the re-examination will be final. Any re-examination will comprise a minimum of 10 acres.

#### **Section 10.9 Variation in Estimated Quantity**

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

#### **Section 10.10 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 and awarded to the next higher bidder or re-advertised.

#### **Section 10.11 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 scheduled, 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 10.12 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 10.13 Fire plan**

The Forest Officer does require that a Fire Plan be filled out and returned to the Forestry Office.

Fire Plan \_\_\_\_ is required XX 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) Onsite representations and other instructions given prior to commencement of operations on a specific unit and noted in the daily diary;
- c) Contract clauses, including Appendix C;
- d) other documents, exhibits, and attachments (i.e., Appendix B); 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 to be 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 10 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 conditions ordinarily encountered and generally recognized as normal for the type of work provided for in this 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 and have on the work a competent superintendent who is satisfactory to the Forest Officer and has the authority to act for the contractor.

#### **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 d) and 11.08 e) 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 11.14: 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 Sonoma, Napa, Lake, Marin, San Mateo, San Francisco, Santa Cruz, Santa Clara, 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 11.15 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 within the Hoopa Indian Reservation. See the attached maps for specific unit locations: Planting will occur within multiple sections of T. 9N, R. 5E, T. 9N, R. 4E, T. 7N, R. 5E, and T. 8N, R. 4E HBM. Maps are available upon request at the Tribal Forestry Office.

**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). 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 may 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. Severe Weather conditions may result in an adjustment to the contract time, if requested by the contractor and agreed to by the Tribe.

#### **12.02 – Description of Units**

The Mill 1 Fire units burned in the fall of 2018 and received a lop & scatter/pile pre-treatment during the fall of 2019 and is ongoing during this bidding process. **Burning still needs to take place at this time resulting in potential delays. Contract time can be suspended during any significant delays due to unburnt piles.** Timber sale units are to receive site preparation throughout the fall/winter of 2019-20. Portions of some units are not included and are outside the flagged unit boundary.

**Topography:** The project areas vary from 0% to 60% slopes. Operations under this contract will not be required on unsafe steep slopes, as determined by Forest Officer in Charge.

**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 and/or black and pink candy stripe flagging. RPZ areas are “No-cut” areas. Interior lines for subdivisions and roadside buffers are the responsibility of the contractor and are not flagged.

**Elevation:** The elevations of the units are between 1,720 and 3,760 feet.

The following is a list of pertinent information

Block	Total Trav. Acres	Current Site Preparation and Status	Mean Elevation (ft)	Slope (%)	Access	Tree Spacing (ft)	Optimum Number of trees at 436 or 538 tpa
BC/M3	31.8	Mill 1 Fire	3,200	55	Mill Creek Road	9x9	12,000
BC/O10	25.5	Mill 1 Fire	2,880	25	Mill Creek Road	9x9	9,600
BC/O11	17.7	Mill 1 Fire	2,880	15	Mill Creek Road	9x9	6,600
BC/O21	0.8	Mill 1 Fire	3,040	15	Mill Creek Road	9x9	300
BC/O22	10.4	Mill 1 Fire	3,760	20	Mill Creek Road	9x9	3,900
BC/O29	3.5	Mill 1 Fire	3,040	30	Norton Creek Road	9x9	1,300
BC/P25	1.9	Mill 1 Fire	3,680	20	Mill Creek Road	9x9	700
BC/Q14	10.6	Mill 1 Fire	1,920	65	Norton Creek Road	9x9	4,000
BC/Q15	9.5	Mill 1 Fire	1,920	45	Norton Creek Road	9x9	3,500
BC/Q24	12.4	Mill 1 Fire	3,600	60	Mill Creek Road	9x9	1,700
BC/S22	0.5	Mill 1 Fire	3,200	60	Mill Creek Road	9x9	200
BC/S23	3.9	Mill 1 Fire	1,920	40	Norton Creek Road	9x9	1,500
BC/T8	11.8	Mill 1 Fire	3,440	30	Mill Creek Road	9x9	4,400
BC/T9	9.9	Mill 1 Fire	3,600	65	Mill Creek Road	9x9	3,700
BC/T29	15.7	Mill 1 Fire	1,760	30	Mill Creek Road	9x9	5,900
BC/T30	17.6	Mill 1 Fire	2,320	45	Norton Creek Road	9x9	6,600
BC/T32	12.9	Mill 1 Fire	2,320	50	Mill Creek Road	9x9	4,800
BC/T33	10.7	Mill 1 Fire	1,760	35	Norton Creek Road	9x9	4,000
BC/T44	32.7	Mill 1 Fire	2,880	20	Norton Creek Road	9x9	12,300
HC/N30	5.4	Mill 1 Fire	2,960	20	Mill Creek Road	9x9	2,000
MC/A184	4.8	Mill 1 Fire	2,960	20	Mill Creek Road	9x9	1,800
TT/P35	10.2	Broadcast Burned	2,800	60	Tish Tang Road	9x9	3,800
<b>Total:</b>	<b>260.2</b>						<b>94,600</b>

Contract # FD 20-01

Hand Tree Planting

## APPENDIX “C”

### DESCRIPTION OF POTENTIAL UNITS

**Table 2: The following is a list of the potentially available units for this contract.** Additional units/portions of units may become available once burning is complete (not listed). All amendable acreage will depend upon available trees. Some units, upon inspection may be available prior to burning. Because varying site conditions dictate site preparation activities, accurate projections of potential additional units is not practical. **SC (Supply Creek) and SNC (Snow Camp) unit acres are approximate until a traverse can be conducted. SS10 (Mill 1 Salvage Sale) unit acres represent logging acreage, though logging will not occur. Maps will be provided once the units become available.**

Unit	Potential Acres - Initial Plant	Current Site Preparation and Status	Road Access	Mean Elevation (ft)	Tree Spacing (ft)	Optimum Number of trees at 436 or 538 tpa
SC/Q26/16	21.5	Tractor – Not Piled	Bair & Rock Crk Rd.	2,800	9x9	8,000
SC/Q27/16	9.4	Tractor – Not Piled	Bair & Rock Crk Rd.	2,880	9x9	3,500
SC/Q39/16	13.5	Tractor – Not Piled	Bair Rd.	2,400	9x9	3,300
SNC/D43/17	9.0	Tractor – Not Piled	Snow Camp & Pine J	1,920	9x9	3,400
SNC/D44/17	15.0	Tractor – Not Piled	Snow Camp & Pine J	1,840	9x9	5,600
SNC/D45/17	10.0	Tractor – Not Piled	Snow Camp Rd.	2,400	9x9	3,700
SNC/D46/17	25.0	Tractor – Not Piled	Snow Camp Rd.	2,640	9x9	9,400
SNC/G30/17	27.0	Tractor – Not Piled	Snow Camp Rd.	1,120	9x9	10,700
SNC/H48/17	6.6	Tractor – Not Piled	Blood Camp Rd.	2,880	9x9	2,400
SNC/H49/17	12.0	Tractor – Not Piled	Snow Camp Rd.	2,320	9x9	4,500
SNC/H53/17	8.0	Tractor – Not Piled	Bloody Camp Rd.	2,400	9x9	3,000
SS9/1/19	??	Tractor – Not Piled	Mill Creek Road	2,000	9x9	??
SS10/4/19	22.6	Mill 1 Fire- Yarder Not Logged	Mill Creek Road	2,960	9x9	12,160
SS10/5/19	9.5	Mill 1 Fire- Yarder Not Logged	Mill Creek Road	3,040	9x9	5,100
SS10/9-19	10.2	Mill 1 Fire- Yarder Not Logged	Mill Creek Road	2,000	9x9	5,400
SS10/6/19	16.9	Mill 1 Fire- Yarder Not Logged	Mill Creek Road	3,520	9x9	9,000
SS10/12/19	15.4	Mill 1 Fire- Yarder Not Logged	Mill Creek Road	2,000	9x9	8,200
SS10/14/19	7.7	Mill 1 Fire- Yarder Not Logged	Mill Creek Road	1,920	9x9	4,100
SS10/15/19	11.6	Mill 1 Fire- Yarder Not Logged	Mill Creek Road	1,840	9x9	6,200
SS10/21/19	4.6	Mill 1 Fire- Yarder Not Logged	Mill Creek Road	3,520	9x9	2,400
Potential Initial Acres:	255.5		Total Optimum Number of trees (@ 538 tpa):			110,060

For amended units, acres will be determined once Site Preparation Burning has been completed. **\* -indicate units that have not and will not receive any treatment prior to planting.**

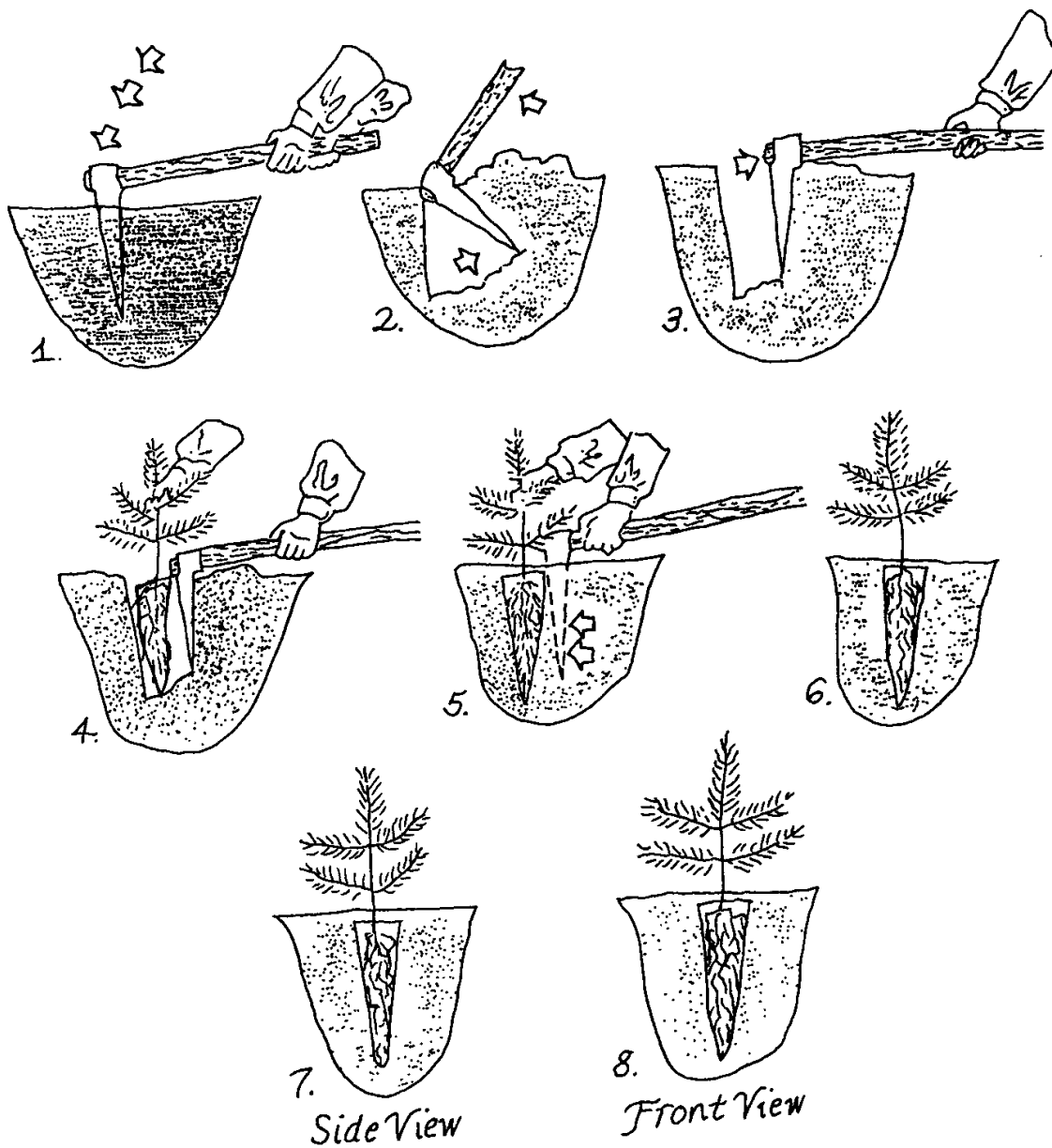
APPENDIX "D"

Planting Diagrams

Exhibit A

Steps To Proper Tree Planting

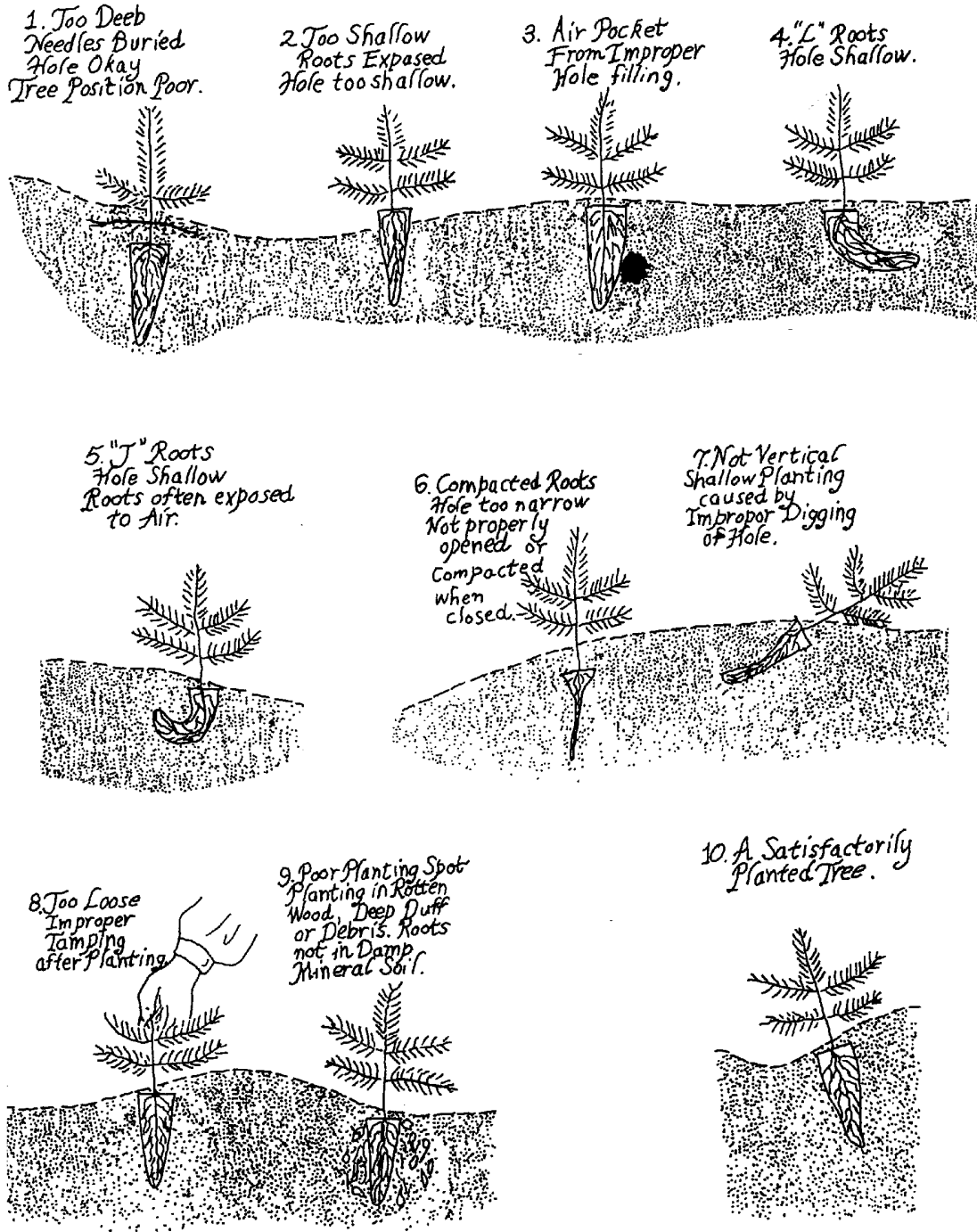
Planting Hoe Method



## Exhibit B

### Common Tree Planting Errors

#### Unsatisfactory Trees (1-9)

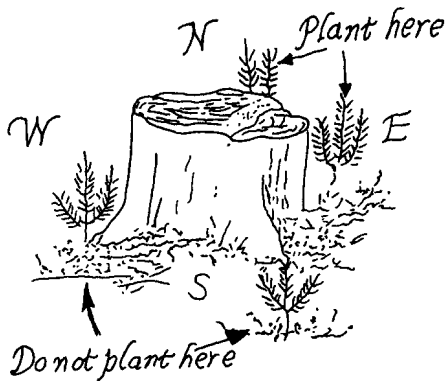


## Exhibit C

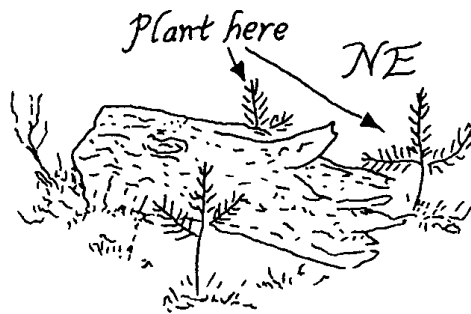
### Guide to choosing Plantable Spot

#### Choice of plantable spot

On south-facing and west-facing slopes, trees should be placed where the base is shaded. Where possible, trees should be located on the north and/or the east side of debris for protection from overheating in late afternoon (See figures 1 and 2). Suitable shade debris includes, but is not limited to logs, stumps, slash piles that will not be burned, chunks of wood, and large rocks or boulders. Shade objects should be considered stationary. Objects likely to move over time, such as precariously perched material, is unsatisfactory. Also, competing brush and hardwoods shall not be used as shade. Trees planted near to competing vegetation will require adequate scalp to reduce competition. Improper spacing from competing vegetation will result in a wasted tree.

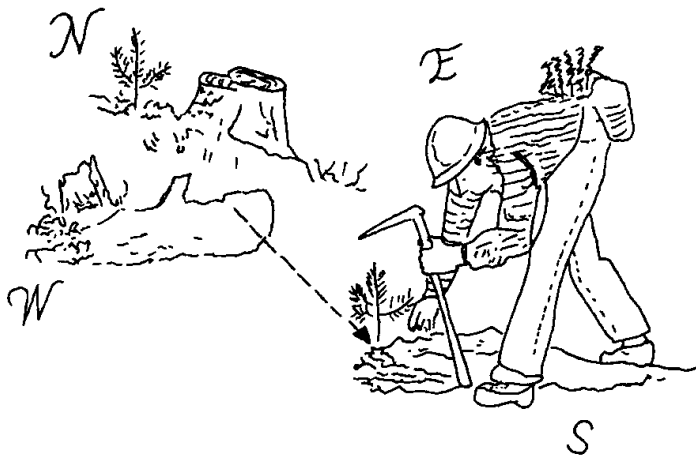


**Figure 1.**



**Figure 2.**

Wherever possible, tree planters should select planting spots that take full advantage of shade-providing materials. Trees shall not be planted in the open if shade-providing materials are within the planting spot. However, spacing requirements must be observed and trees will be planted in the open where no shade-providing material is available. Where suitable material is readily available, planters should place debris in a small (less than 6") berm on south side of tree (see figure 3).



**Figure 3.**

## **APPENDIX “E”**

### **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**

- 1 - Shall abide by the requirements of this Fire Plan.
- 2 - Shall take all steps necessary to prevent employees, sub-contractor, or subcontractors 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.
- 3 - 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.
- 4 - Take action to correct deficiencies occurring on the job site.

##### **B. - Tribe**

Forest Officer in Charge (FOIC) or Inspector

Will inspect performance under the contract for compliance with the provisions of this fire plan.

Will notify the Contractor in the event of discovered non-compliance

#### **Tools and Equipment**

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 - 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 - 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:

1 - One shovel, (size “0” or larger) one axe, or Pulaski (2 ½ 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.

2 - 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, brushcutters, 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 effect 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.

Contract # FD 20-01

Hand Tree Planting

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 "F"

### SUBCONTRACT AGREEMENT

I, \_\_\_\_\_ have read and signed Contract # FD 20-01. I agree to subcontract unit # \_\_\_\_\_, \_\_\_\_ acres of Tree Planting Contract # FD 20-01, 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 # FD20-01.

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.

I, \_\_\_\_\_ have read Contract #. FD 20-01. I expressly assume and agree to perform all duties and obligations in the performance of unit # \_\_\_\_\_, \_\_\_\_\_ acres of Tree Planting Contract # FD 20-01. I also expressly assume all other obligations of Contractor, pursuant to contract # FD 20-01 in performance of tree planting on 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 01 Form 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 "G"

### AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

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

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

Name and Address of Contractor

Accounting and Appropriate Data (if required)  
**CONTRACT # FD 20-01**

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

#### Section 4.01 Amount of payment

In consideration for the services to be performed by Contractor, Tribe agrees to pay contractor: \$\_\_\_\_.00 per acre on \_\_\_\_ acres for a total of \$\_\_\_\_.00. Funds available in account(s) #120-99912-\_\_\_\_.

Name of Contractor	Name of Program Official	Title
	Jeff Lindsey	Forest Manager
Signature of Contractor	Date	Signature of Program Official
		Date

Contract # FD 20-01  
Hand Tree Planting