Service Agreement

The Agreement to furnish certain services described herein and in the documents referenced herein ("Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, Berkeley Campus, and the supplier, West Forest Inc., ("Supplier").

1. Statement of Work
Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Services from Supplier.

2. Term of Agreement/Termination
   a) The term of the Agreement will be from execution of this Agreement through March 31, 2017 and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.

   b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.

   c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order
Unless otherwise provided in the Agreement, Supplier may not begin providing Services until UC approves a Purchase Order for the Services.

4. Invoices and Pricing
Unless the Agreement is amended, the total price for Services may not exceed $481,275.00.

UC Invoicing process:

UC Berkeley - http://controller.berkeley.edu/departments/accounts-payable/helpfu-hints-our-vendors

All invoices must clearly indicate the following information:
✓ Reference the UC Purchase Order Number;
✓ Valid invoice number and invoice date;
✓ Ensure that invoice matches the Purchase Order;
✓ Supplier contact and remittance information;
✓ Net cost of service or item;
✓ Any applicable discount;
✓ California sales tax as a separate line item;
✓ UC vendor number if known;
✓ Credits: Reference the original purchase order number for all credit invoices issued. Clearly identify as a "CREDIT" and provide reason for credit. Reference original invoice number if a return.

Payment Terms:
UC will normally pay invoices within thirty (30) days of satisfactory product delivery or receipt of correct invoice as agreed to in the Vendor record.
5. **Notices**

As provided in the UC Terms and Conditions of Purchase, notices may be given by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

**For UC:**
Name: Renita Esclovon  
Phone: 510 642-1773  
Email: renita@berkeley.edu

University of California, Berkeley  
Supply Chain Management  
1608 4th Street, Suite 217  
Berkeley, CA 94710-7600

**For Supplier:**
Name: Jose Soto  
Phone: (559) 562-4616  
Email: josersoto@msn.com  
Address: P.O. Box 68  
Lindsay, CA 93247

6. **Intellectual Property, Copyright and Patents**

The Services do not involve Work Made for Hire.

7. **Patient Protection and Affordable Care Act (PPACA)**

The Services do not involve temporary or supplementary staffing, they are not subject to the PPACA warranties in the T&Cs.

8. **Prevailing Wages**

Supplier is not required to pay prevailing wages when providing the Services.

9. **Fair Wage / Fair Work**

Supplier is not required to pay the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) when providing the Services.

10. **Federally Funded Contracts; Grants and Cooperative Agreements**

    a) For contracts funded by a grant or cooperative agreement, the grant or cooperative agreement number is: ZH-501.

11. **Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts**

    Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

12. **Insurance**

    Insurance amounts are located in the UC Terms and Conditions of Purchase unless otherwise amended in Section 12 below. Deliver the Certificate of Insurance to UC’s Buyer, by mail or overnight delivery. Additionally, this requirement will be considered satisfied if a PDF version of the Certificate of Insurance is sent by Email and includes the following text in the Subject field: CERTIFICATE OF INSURANCE – Renita Esclovon.
Certificate of insurance evidencing said insurance must be received by the Buyer in the Supply Chain Management Department before commencing work.

The Supplier must, at its own expense, obtain and keep in force during the entire term of this contract or issue a blanket certificate naming "The Regents of the University of California" as additional insured to cover any services performed during the duration of this agreement.

Supplier shall use the following address in the Certificate Holder location to identify the Additional Insured:
The Regents of the University of California
University of California, Berkeley
Supply Chain Management – Insurance Desk
1608 4th Street, Suite 217
Berkeley, CA 94710-7600

13. Service-Specific and/or Goods-Specific Provisions
West Forest Inc. shall provide Services in compliance with the USDA Forest Regulations and Requirements.

14. Records about Individuals
Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. This Section Left Intentionally Blank.

16. Incorporated Documents
The following documents are incorporated and made a part of the Agreement by reference as if fully set forth herein, listed in the order of precedence following the Agreement:

   a) UC Terms and Conditions of Purchase, rev 10/15/15
   b) Section-C Description/Specifications/Statement of Work-Reduce Tree Sensities and Ladder fuels
   c) Section-C Description/Specifications/Statement of Work-Hand Thinning Units
   d) Section-E Inspection and Acceptance-Plot size 1/50 acre
   e) Section-E Inspection and Acceptance-Plot size 1/10 acre
   f) Sagehen Forest Habitat Restoration Contract Map
   g) Sagehen Hand Unit Marking
   h) Sagehen Project: Flagging and Potential Signing-Updated May 2011
   i) West Forest Inc. Quote

17. Entire Agreement
The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

The Agreement is signed below by the parties' duly authorized representatives.
ARTICLE 1 – GENERAL
The materials, supplies and/or services furnished by Supplier (together, the “Services”) and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term “Supplier” includes Supplier and its sub-suppliers at any tier. No other terms or conditions will be binding upon the parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the materials and/or supplies ("Goods"), or the performance of all or any portion of the services, covered by the Agreement, will constitute Supplier’s unqualified acceptance of all of the Agreement’s terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION
A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
B. UC’s obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days’ notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the date UC provided Supplier with notice of termination or through the date that Services will terminate.
D. UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to supply the Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PAYMENT, EXTRA CHARGES, TAXES. UC will pay Supplier, upon submission of acceptable invoices, for Services rendered and accepted. All invoices must be itemized and reference the Agreement or PO number. UC will not pay cartage, shipping, packaging or boxing expenses, unless specified in the Agreement. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item. Any of Supplier’s expenses that UC agrees to reimburse will be reimbursed under UC’s Meal and Travel Expense Policy, which may be located by searching for G-28 at ucped.edu, or may be obtained upon request. Supplier will pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in providing Services under the Agreement, and all applicable, excise, transportation, privilege, occupational and other taxes applicable to the Services. Where applicable, Supplier will pay all sales and use taxes imposed on the Supplier.

ARTICLE 4 – INSPECTION. The Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier’s performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them without charge, or require delivery of such Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such items within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES
Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not
again, without UC’s written permission, be assigned to provide Services. At no time will Supplier or Supplier’s employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers’ compensation provisions.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24 and 25 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier agrees that the Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Material Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Accessibility Requirements. Supplier warrants that:
   1. It complies with California and federal disabilities laws and regulations; and
   2. The Services will conform to the accessibility requirements of WCAG 2.0AA.
   Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services.

E. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right to use all intellectual property that will be needed to provide the Services.

F. California Child Abuse and Neglect Reporting Act (“CANRA”). Where applicable, Supplier warrants that it complies with CANRA.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Services Involving Work Made for Hire.
   1. Unless UC indicates that the Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.

   2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter “Pre-Existing Materials”) in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

   3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.

   4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Services Not Involving Work Made for Hire.
   1. If the Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make
derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC’s prior written permission.

3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.

4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

C. General. Should the Services become, or in Supplier’s opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier’s sole election) (i) procure for UC the right to continue to use the affected portion of the Services, or (ii) replace or otherwise modify the affected portion of the Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Services, provided that any replacement, modification or substitution under this paragraph does not affect a material change in the Services’ functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys’ fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier’s direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier’s direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

1. Each Occurrence $1,000,000
2. Aggregate $2,000,000
3. Personal and Advertising Injury $1,000,000
4. General Aggregate (Not applicable to the Comprehensive Form) $2,000,000

B. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days’ advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

C. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Services to UC.)

Revised 2/23/16
D. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

E. Workers' Compensation as required by applicable state law and Employer’s Liability with limits of one million dollars ($1,000,000) per occurrence.

F. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Supplier will endorse such policy to include a “Regents of the University of California Coverage” or “Joint Payee Coverage” endorsement. UC and, if so requested, UC’s officers, employees, agents and sub-suppliers will be named as “Loss Payee, as Their Interest May Appear” in such Fidelity Bond.

G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier’s liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
   1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
   2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC’s prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL ACQUISITION REGULATIONS – COMMERCIAL GOODS AND SERVICES

Supplier who supplies commercial materials, supplies or services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely:
   A. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
   B. FAR 52.219-8, Utilization of Small Business Concerns;
   C. FAR 52.222-04, Contract Work Hours and Safety Standards Act;
   D. FAR 52.222-26, Equal Opportunity;
   E. FAR 52.222-35, Equal Opportunity for Veterans;
   F. FAR 52.222-36, Affirmative Action for Workers with Disabilities;
   G. FAR 52.222-37, Employment Reports on Veterans;
   H. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
   I. FAR 52.222-41, Service Contract Act of 1965;
   J. FAR 52.222-50, Combating Trafficking in Persons;
   K. FAR 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements;
   L. FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements;
   M. FAR 52.222-54, Employment Eligibility Verification;
   N. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
   O. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

In these provisions, the term “contractor” as used therein will refer to Supplier, and the terms “Government” or “Contracting Officer” as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
   1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
   2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."

With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the performance of the Services; thereafter a start order for resumption of performing the Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be performed or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Services are being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by,
Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

While other terms in the Agreement apply to the furnishing of all types of Services, the terms in this Article have special application to the furnishing of Goods, and apply notwithstanding the terms in Article 33, Amendments:

A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.

B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.

C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

D. Changes. UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made equipment, materials, or supplies furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year.

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee’s "economic interest" means:

A. An investment worth $2,000 or more in Supplier or its affiliate;

B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;

C. Receipt during the past 12 months of $500 in income or $440 in gifts from Supplier or its affiliate; or

D. A personal financial benefit from the Agreement in the amount of $250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.
ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to seven (7) years after final payment under the Agreement. UC, and if the underlying grant or cooperative agreement so provides, the other contracting party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of seven (7) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – CONFIDENTIALITY

Supplier will use its best efforts to keep confidential any information provided by UC and marked "Confidential Information," or any oral information conveyed to Supplier by UC and followed by a written communication within thirty (30) days that the information is Confidential Information. This non-disclosure provision will not apply to any of the following:
A. Information which Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement;
B. Is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier;
C. Is obtained lawfully from a third party; or
D. Is required to be disclosed under the California Public Records Act or legal process.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.

ARTICLE 22 – ENVIRONMENTALLY PREFERABLE PRODUCTS

Supplier will use environmentally preferable products and services (i.e., products and services with a lesser or reduced effect on human health and the environment), to the maximum possible extent consistent with the Agreement. Information on environmentally preferable products and services is available at: http://www.epa.gov/opptintr/epp/.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:
A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
   1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
   2. Supplier's cost of enrolling such employees in Supplier’s health plan is factored into the fees for the Services; and
   3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
B. If Supplier is not an Applicable Large Employer (as defined above):
   1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
   2. Supplier’s full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable
occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements.

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location’s procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:
A. Notice of the general prevailing per diem wage rates, and
B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than $200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Services will be performed at one or more UC campuses and/or medical centers, do not involve furnishing goods, are not a Public Work with a wage determination at or above the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17), and are no: subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC’s sole discretion.

For Services that exceed $100,000 annually, Supplier will, a) at Supplier’s expense, provide an annual independent audit performed by Supplier’s independent auditor or independent internal audit department in compliance with UC’s required audit standards and procedures (http://insidepublicaccounting.com/newsletters/iapa-100-and-iapa-200/), concerning Supplier’s compliance with this provision and b) ensure that in the case of a UC interim audit, its auditor makes available to UC its UC Fair Wage/Fair Work work papers for most recently audited time period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work certification annually, in a form acceptable to UC, no later than ninety days after each one year anniversary of the agreement’s effective date, for the twelve months immediately preceding the anniversary date.

ARTICLE 26 – FORCE MAJEURE

Neither party will be liable for delays due to causes beyond the party’s control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 27 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC’s written approval. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.
ARTICLE 28 – NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity that is not a signor to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 29 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 30 – NOTICES

A party to the Agreement must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other party’s representative at the address specified by such party.

ARTICLE 31 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 32 – WAIVER

Waiver or non-enforcement by either party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 33 – AMENDMENTS

The parties may make changes in the Services or otherwise amend the Agreement, but only by a writing signed by both parties’ authorized representatives.

ARTICLE 34 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC campus is located or, where the procurement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

ARTICLE 35 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 36 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; CONFIDENTIALITY; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY and/or APPENDIX–BUSINESS ASSOCIATES.
SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF CONTRACT

Description of Work: The intent of this contract is to reduce tree densities and ladder fuels to reduce the threat of stand replacing fire while improving forest health. This will be achieved with mastication machinery in the Sagehen area.

Contractor Responsibility: The contractor shall provide everything--including, but not limited to, all equipment, supplies, transportation, labor, and supervision--necessary to complete the project, except for that which the contract clearly states is to be furnished by the Government.

C.2 Project Location & Description

Location: The project is located on the Tahoe National Forest, Truckee Ranger District.

Description: All units are designated with orange placards. Two placards face the interior of the unit while a single placard directs to the next boundary tree. Unit numbers are written on every other boundary tree.

Accessibility: All units can be accessed by high clearance 2wd drive vehicles

Any prospective contractor desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing from the Contracting Officer soon enough to allow a reply to reach all prospective contractors before the solicitation closing date. Oral explanations or instructions given before the award of a contract will not be binding.

C.3 Maps

Maps showing the general vicinity and/or specific work areas are included in Section J. Maps are general in nature and are not to be considered as definitively identifying locations.

C.4 Estimated Start Date & Contract Time

Start: June 1st, 2016
Time: 400 days
See also Section F

C.5 Restrictions on Work

Work may be performed at any time during the period of the contract, except as outlined here. Nothing in this part shall be construed to take away any of the Government's rights under the Suspension of Work Clause (52.242-14). Restrictions are as follows:

1. In accordance with the fire plan, included in Section J.

2. When the Contracting Officer or designated representative determines that adverse weather has made access too dangerous or that continued vehicular use would cause unacceptable resource damage.
This determination may be made when, among other possible circumstances, any of the following occur:

a) Soils in an operating area are moist and there is insufficient snow pack (usually less than 15" of compacted snow) to mitigate unacceptable compaction and/or disturbance.

b) Forest roads used for access are being rutted to a depth of ≥ 2" over more than 10% of the road (measured on a mile-by-mile basis).

c) There is the potential for sediment flow into any drainage from a facility used by the Contractor, including roads, landings, or skid trails.

d) Forest Service personnel cannot safely inspect any operation under this contract.

3. Contractor shall stop all operations in the immediate vicinity of any large bird nests found within the project area and shall notify the Forest Service immediately. Operations in the vicinity of these nests may be delayed or deleted based on a biological evaluation.

4. Landing locations and size: The Contracting Officers Representative or the designated Inspector will agree upon, landing locations and size prior to construction or use.

C.6 Licenses and Insurance
The contractor shall obtain the insurance and licenses listed here; (see also Section L, Notices to Offerors and Respondents).

MSPA Card (Form WH510): This contract [ ] does [ X] does not require the contractor to be registered with the US Department of Labor as a Farm Labor Contractor. The Contractor shall provide a current Form WH510 or legible copy.

Other: NONE

C.7 Camping and Housing
Camping is not permitted in US Forest Service campgrounds. Contractor [ X ] will [ ] will not be permitted to camp elsewhere on US Forest Service land. Camping on Forest Service land is not a right; permission may be revoked for failure to comply with the terms of the permit. (See also Section H, Camping Permit Compliance)

C.8 Technical Requirements
C.8-1 Definitions
**Activity Slash** – Any dead or damaged live vegetation that was disturbed or created by mechanical activities.

**Bole** - Stem portion of a tree.

**Sub-dominant Tree** - Trees with crowns forming below the general level of the crown cover and receiving only moderate light from above but comparatively little from the sides; usually with medium to small-sized crowns more or less crowded on the sides.

**Crown Ratio** - Percentage of live crown in relation to tree height.

**Cut-tree** - A tree that does not meet the spacing requirements listed under the technical specifications of each unit.

**DBH** - Diameter at breast height, 4.5 feet above the ground on the high side of the tree.

**Dominant Tree** - Tree with crown extending above the general level of the crown cover and receiving full light from above and partly from the side; larger than the average trees in the stand, and with crown well developed, possibly somewhat crowded on the sides.

**Drip Line** - The outer edge of the crown of a tree.

**Dry Soil** - Dry soil is defined as soil, when sampled at a given depth below the surface, and placed in the hand and squeezed, the hand shows no significant moisture stain.

**Leave Tree/Crop Tree** - Any one of the best conifers selected to become part of the future forest crop. These trees may be of various diameters.

**Low-ground pressure equipment** – Equipment applying an average ground pressure of 8.0 or less pounds per square inch design load.

**Main Skid Roads** – 3 or more passes by skidding equipment

**Mastication Equipment** – Tracked or wheeled equipment that have a masticated head that can reduce and rearrange vertical live and dead fuel

**Normal Operating Season** – June 1st – October 15th

**Project Activity Level (PAL)** - U.S. Forest Service - Pacific Southwest Region (RS) fire precautionary system governing industrial operations associated with timber sales, stewardship and service contracts. This six level system will be used to govern operations under this contract during the fire precautionary period (See Fire Plan in Section J). Weather data from the PAL East weather stations will be used to calculate and predict the daily Project Activity Levels. Based on historical weather data from this weather
station, the expected number of days for each PAL level (during the Fire Precautionary period) is shown in the table below:

<table>
<thead>
<tr>
<th>PAL Level</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>Ev</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>May</td>
<td>6.3</td>
<td>8.6</td>
<td>11.8</td>
<td>3.2</td>
<td>1.0</td>
<td>0.0</td>
</tr>
<tr>
<td>June</td>
<td>3.7</td>
<td>6.6</td>
<td>13.0</td>
<td>5.2</td>
<td>1.5</td>
<td>0.0</td>
</tr>
<tr>
<td>July</td>
<td>0.6</td>
<td>2.0</td>
<td>12.4</td>
<td>9.0</td>
<td>6.5</td>
<td>0.5</td>
</tr>
<tr>
<td>August</td>
<td>0.9</td>
<td>1.9</td>
<td>9.4</td>
<td>9.0</td>
<td>8.7</td>
<td>1.1</td>
</tr>
<tr>
<td>September</td>
<td>2.1</td>
<td>3.2</td>
<td>11.4</td>
<td>6.8</td>
<td>5.9</td>
<td>0.6</td>
</tr>
<tr>
<td>October</td>
<td>4.6</td>
<td>5.9</td>
<td>12.1</td>
<td>6.1</td>
<td>2.3</td>
<td>0.0</td>
</tr>
<tr>
<td>November</td>
<td>10.3</td>
<td>8.9</td>
<td>9.4</td>
<td>1.2</td>
<td>0.2</td>
<td>0.0</td>
</tr>
</tbody>
</table>

**Snag** - Any dead standing tree.

**Riparian Conservation Area (RCA)** - Buffer zones on either side of a stream course in which use of machinery is not acceptable, and in some cases, harvest is not permitted.

**Stump Diameter** - Diameter of stump in inches as measured 6 inches above the ground on the high side of the stump.

**Unacceptable Crop Tree Damage** -

a. **All species** - Broken top, broken branches leaving less than 30% live crown on the tree, tree moved out of the perpendicular position, roots cut or any other damage that would cause death, decrease growth rate, or deform the tree.

b. **Pine** - Greater than 1/4 of the cambium circumference on the bole damaged.

c. **True Fir** - Any damage to the cambium layer of the tree.

**Variance** - Written agreement to allow for operations restricted by the predicted PAL level to continue with implementation of additional fire precautionary measures by the Contractor. Using the PAL Variance Checklist as a guide, variances may be granted for individual work units or a grouping of units; after consideration of fuel conditions, fire suppression resource response time, additional fire precautionary measures, and other specific site conditions, etc. Contractor and Forest Service may agree to a variance for operations restricted under PAL levels B, C, D, and Ev. No variances are allowed to for operations restricted under PAL level E. Variances may be unilaterally modified or terminated by the Forest Service as circumstances warrant.
C.8-2 Specifications

Item 1: Sagehen Mastication units – 74, 76, and 87

<table>
<thead>
<tr>
<th>Unit</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 74</td>
<td>37 acres</td>
</tr>
<tr>
<td>Unit 76</td>
<td>46 acres</td>
</tr>
<tr>
<td>*Unit 87</td>
<td>176 acres</td>
</tr>
<tr>
<td>Total</td>
<td>259 acres</td>
</tr>
</tbody>
</table>

*Thirty-one acres of dense cover areas (DCA’s) will be created in Unit 87. It will be up to the contractor to decide where these areas will be created. These areas must not be greater than ½ acre in size and they must be greater than 300 feet apart. A DCA is an area where no treatment will occur. Contractor shall GPS these areas and give the information to Mike Cartmill.

Unit Designation:

1. Orange placards on boundary trees (marked with an orange butt mark).

Unit Time Requirements:

1. Completion of these units are only limited by the contract time.
2. If optional units are awarded, contract time will be increased proportionally to the acreage that was added.

Mastication:

1. Masticate all remaining trees that do not meet spacing guidelines, snowbrush (Ceanothus velutinus), and manzanita (Arctostaphylos patula) within the unit. Masticate only bitterbrush (Artemesia tridentata) that is within the drip line of a crop tree.
2. All material must be masticated within 6 inches of the ground.
3. Live Material must be masticated within 12 inches of obstacles above the ground. lE – rocks.
4. Masticate all snags that are less than 12 inches diameter at breast height.
5. Masticate all down woody material that is less than 12 inches diameter at the small end to within 6 inches of the ground. Dead material that is within 6 inches of the ground does not need treatment.
6. All masticated pieces must be less than 18 inches in length by 4 inches in diameter.
7. Areas that are void of trees, brush or both might be excluded from treatment units during implementation.
8. Areas that are too rocky or steep for mastication equipment to operate on might be excluded from treatment units during implementation.
9. If excluded areas are greater than ¼ of an acre, then those areas will be mapped out via GPS. Similar plantation ground will be found to masticate in order to meet any contract acreage imbalances created from exclusions made during implementation.

**Leave Trees:**

1. Contractor shall **LEAVE** all live trees equal to or greater than 14” stump diameter (12” DBH).

2. Contractor shall **LEAVE** all trees marked by Forest Service with **ORANGE** tree marking paint above and below stump height.

3. Contractor shall **LEAVE** all boundary trees marked with orange placards and an orange butt mark or flagged with blue.

4. Contractor shall **LEAVE** all live **Sugar Pine** and **Incense Cedar** trees, except those designated with **BLUE** tree marking paint above and below stump height.

5. Contractor shall **LEAVE** all **DEAD** trees equal to and greater than 17.0” stump diameter (15” DBH) and 20’ tall unless tree is marked for cutting by Forest Service with **BLUE** tree marking paint above and below stump height. Dead trees shall not affect the spacing requirements.

6. Contractor shall **LEAVE** all trees wrapped in red polka-dotted flagging.

**Spacing of Leave/Crop Trees (Operator Selection):**

1. Contractor shall **Masticate** all trees less than 14” at stump diameter (12” DBH) **EXCEPT** those to be **LEFT** as described below and in accordance with the table below. Leave trees shall have the largest crown, best crown ratio and straightest boles that are free (if available) from damage. If there is a sub-dominant, but otherwise healthy and vigorous Sugar Pine, Cedar, or Red Fire, then utilize as your leave tree for spacing instead of a larger Pine.

2. Contractor shall **LEAVE** trees evenly distributed with a rectangular spacing between trees and leave the specified number of trees per acre with the larger tree having priority to be left. All live trees are to be considered in the leave tree rectangular spacing requirements below.

<table>
<thead>
<tr>
<th>Units</th>
<th>Tree Stump Diameter (in inches)</th>
<th>Residual Rectangular Spacing (in feet)</th>
<th>Acceptable Tolerance (in feet)</th>
<th>Approx. Residual Tree/Acre (# of trees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>46</td>
<td>&lt; 14”</td>
<td>20.0</td>
<td>±5.0</td>
<td>110±</td>
</tr>
</tbody>
</table>
3. Select crop/leave tree species in the following order: Sugar pine, incense cedar, red fir, Jeffrey pine/ponderosa pine, white fir, and lodgepole pine.

4. Crop/leave tree damage resulting from Contractor's operations shall be kept to a minimum. Care shall be taken when masticating trees in the work area.

5. If trees greater than 11.9" are hindering access to other areas of the unit that need treatment, contractor can masticate trees greater than 11.9" to access those areas.

C.8-3 Contractor-Furnished Equipment

1. All machinery outside of designated landings and the existing road system must be low ground pressure equipment on both work areas.
2. All firefighting equipment stated in the fire plan, section J
3. Mastication equipment for Sagehen work area.

C.8-5 Public Safety

If tree falling or mastication work is being done within 300 feet of the designated road system, then signs warning travelers must be posted on the ingress and egress of the work area.
Hand Thin Units

SECTION C—DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF CONTRACT
Description of Work: The intent of this contract is to secure services for hazardous fuels reduction in the form of manually thinning conifer trees, hand piling all thinned material as well as existing down woody material. This contract also requires that the piles be covered with plastic.

Contractor Responsibility: The Contractor shall provide everything including, but not limited to; all equipment, supplies, transportation, labor, and supervision necessary to complete the project, except for that which the contract clearly states is to be furnished by the Government. Contractor is responsible for providing the required material for covering piles.

C.2 Project Location & Description
Location: The project is located on the Tahoe National Forest, Truckee Ranger District.

Description: All unit boundaries are designated with orange placards. Two placards face the interior of the unit while a single placard directs to the next boundary tree.

Accessibility: All units can be accessed by high clearance 2wd drive vehicles

Any prospective contractor desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., shall request it in writing from the Contracting Officer soon enough to allow a reply to reach all prospective contractors before the solicitation closing date. Oral explanations or instructions given before the award of a contract shall not be binding.

C.3 Maps
Maps showing the general vicinity and/or specific work areas are included in Section J. Maps are general in nature and are not to be considered as definitively identifying locations.

C.4 Estimated Start Date & Contract Time
Start: June 1st, 2016
Time: 400 days
See also Section F.

C.5 Restrictions on Work
Work may be performed at any time during the period of the contract, except as outlined here. Nothing in this part shall be construed to take away any of the Government's rights under the Suspension of Work Clause (52.242-14). Restrictions are as follows:
1. In accordance with the Fire Plan, if included in Section J.
2. When the Contracting Officer (or designated representative) determines that adverse weather has made access too dangerous or that continued vehicular travel would cause unacceptable road damage.

3. Avoid all heritage resource sites flagged in black and blue striped flagging.

C.6 Licenses and Insurance
The contractor shall obtain the insurance and licenses listed here; (see also Section L, Notices to Offerors and Respondents).

MSPA Card (Form WH510): This contract [ ] does [ X] does not require the contractor to be registered with the US Department of Labor as a Farm Labor Contractor. The Contractor shall provide a current Form WH510 or legible copy.

Other: NONE

C.7 Camping and Housing
Camping is not permitted in US Forest Service campgrounds. Contractor [ ] shall [ ] shall not be permitted to camp elsewhere on US Forest Service land. Camping on Forest Service land is not a right; permission may be revoked for failure to comply with the terms of the permit. (See also Section H, Camping Permit Compliance)

C.8 Technical Requirements

C.8-1 Definitions
1. **DBH**: Diameter Breast Height is the diameter of a tree bole/trunk taken at 4.5 ft. above ground level on the high side of the tree.

2. **Bole**: Stem portion of a tree.

3. **Cut-tree**: A tree that does not meet the spacing requirements listed under the technical specifications of each unit.

4. **Dense Cover Areas (DCAs)**: are small areas distributed within treatment units that provide continuous vertical and horizontal cover with a mixture of shrubs and trees along with large and small down wood, snags, and high stumps. DCAs would typically contain clumps of trees of various size classes as well as a variety of snag and down wood sizes.

5. **Leave/Crop Trees**: Planted or natural conifers planned to become a component of the future forest, normally dominant and co-dominant trees. Leave/crop trees are determined by both spacing and are of the best growth and vigor, largest live crown ratio, straightest boles and are free of damage.
6. **Down woody material:** Woody material left on the ground after thinning, or existing woody material accumulating as a result of natural or other activities.

7. **Canopy Drip Line:** The area defined by the outermost circumference of a tree canopy where water drips from and onto the ground.

8. **‘Beehive/Dome’ Shape:** Resembling a beehive or dome in shape.

9. **Fire Patrol Person:** Contractor’s employee - When required, the sole responsibility of the fire patrol person shall be to patrol the operation for prevention, detection, and reporting of fires, and to take suppression action where necessary, in accordance with the requirements of the Fire Plan in Section J.

10. **Riparian Conservation Areas (RCAs):** Streamside management areas where operations may be restricted to provide for protection of aquatic resources and water quality. Width of RCA may be 100 to 150 feet (ephemeral and intermittent stream courses), up to 300 feet wide (perennial stream courses), as measured from apparent high watermark or edge of riparian vegetation; on either side of the stream channel.

11. **Project Activity Level (PAL):** U.S. Forest Service - Pacific Southwest Region (R5) fire precautionary system governing industrial operations associated with timber sales, stewardship and service contracts. This six level system shall be used to govern operations under this contract during the fire precautionary period (See Fire Plan in Section J). Weather data from the Tahoe NF PAL East weather stations shall be used to calculate and predict the daily Project Activity Levels. Based on historical weather data from this weather station group, the expected number of days for each PAL level (during the Fire Precautionary period) is shown in the table below:

<table>
<thead>
<tr>
<th>PAL Level</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>Ev</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>May</td>
<td>6.3</td>
<td>8.6</td>
<td>11.8</td>
<td>3.2</td>
<td>1.0</td>
<td>0.0</td>
</tr>
<tr>
<td>June</td>
<td>3.7</td>
<td>6.6</td>
<td>13.0</td>
<td>5.2</td>
<td>1.5</td>
<td>0.0</td>
</tr>
<tr>
<td>July</td>
<td>0.6</td>
<td>2.0</td>
<td>12.4</td>
<td>9.0</td>
<td>6.5</td>
<td>0.5</td>
</tr>
<tr>
<td>August</td>
<td>0.9</td>
<td>1.9</td>
<td>9.4</td>
<td>9.0</td>
<td>8.7</td>
<td>1.1</td>
</tr>
<tr>
<td>September</td>
<td>2.1</td>
<td>3.2</td>
<td>11.4</td>
<td>6.8</td>
<td>5.9</td>
<td>0.6</td>
</tr>
<tr>
<td>October</td>
<td>4.6</td>
<td>5.9</td>
<td>12.1</td>
<td>6.1</td>
<td>2.3</td>
<td>0.0</td>
</tr>
<tr>
<td>November</td>
<td>10.3</td>
<td>8.9</td>
<td>9.4</td>
<td>1.2</td>
<td>0.2</td>
<td>0.0</td>
</tr>
</tbody>
</table>

12. **Variance:** Written agreement to allow for operations restricted by the predicted PAL level to continue with implementation of additional fire precautionary measures by the Contractor. Using the PAL Variance Checklist as a guide, variances may be granted for individual work units or a grouping of units; after consideration of fuel conditions, fire
suppression resource response time, additional fire precautionary measures, and other specific site conditions. Contractor and Forest Service may agree to a variance for operations restricted under PAL levels B, C, D, and Ev. No variances are allowed for operations restricted under PAL level E. Variances may be unilaterally modified or terminated by the Forest Service as circumstances warrant.

C.8-2 Specifications

Item 1: Sagehen Hand thin units

<table>
<thead>
<tr>
<th>Unit</th>
<th>Acres</th>
<th>Work to be done</th>
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</thead>
<tbody>
<tr>
<td>Unit 61</td>
<td>16</td>
<td>Hand thin/pile/cover</td>
</tr>
<tr>
<td>*Unit 80</td>
<td>5</td>
<td>Hand thin only</td>
</tr>
<tr>
<td>Unit 98</td>
<td>64</td>
<td>Hand thin/pile/cover</td>
</tr>
<tr>
<td>Unit 100</td>
<td>105</td>
<td>Hand thin/pile/cover</td>
</tr>
<tr>
<td>Unit 282</td>
<td>114</td>
<td>Hand thin/pile/cover</td>
</tr>
<tr>
<td>Total</td>
<td>304</td>
<td></td>
</tr>
</tbody>
</table>

*Unit 80 is a hand thin only unit. No piling is required. The same cutting specifications are required below except the cut vegetation can be left on site. Trees must be limbed and vegetation must not exceed 18 inches in height from the forest floor.

Unit Designation:

1. Orange placards on boundary trees (marked with an orange butt mark).

Unit Time Requirements:

1. Completion of these units is only limited by the contract time.
2. If optional units are awarded, contract time will be increased proportionally to the acreage that was added.

Primary Tasks

1. Thin live trees by hand/chainsaw.
2. Hand pile thinned material and down woody material.
3. Cover piles with plastic.

Standards
Thinning Conifers:
1. All live trees less than 10 in. DBH shall be cut by hand/chainsaw and piled unless it has an orange band of paint @ DBH. Trees with an orange band of paint @DBH will remain uncut.
2. Trees marked with a blue band of paint @ DBH less than 16 in. DBH shall be cut by hand/chainsaw and piled.
3. Stump height shall be 6 in. or less and cut flat or in a horizontal plane with the ground.
4. Do not cut or pile in DCAs. DCAs are flagged in white. There is also a GPS file available for field identification with GPS hardware.

Hand Piling:
1. Hand pile all material including limbs from thinning operations less than 10 in. at the large end. Material greater than 10 in. can be left on site, but shall be safely resting on the ground at both ends.
2. Hand pile all existing down woody material greater than 36 in. in length and 3 in. at the small end and up to 10 in. on the large end.
3. Material in hand piles shall be less than 6 ft. in length.
4. Piles shall be piled in a beehive/dome shape.
5. Piles shall be a minimum of 4 ft. wide by 4 ft. in height, but no larger than 6 ft. wide by 6 ft. in height.
6. Pile composition and structure should be as compact as possible with a distribution of fine and heavy woody material throughout to promote maximum consumption when burned.
7. Pile placement shall be located in openings at least 10 ft. from the drip line of the nearest trees.
8. No hand piles in meadows, DCAs, archaeological sites, or RCAs. Archaeological sites will be flagged in blue and blacked striped flagging.

Covering Piles
1. All piles shall be covered with a 4 ft. x 4 ft. square of plastic.
2. Plastic shall have a minimum thickness of 6 mil.
3. Plastic shall be sufficiently secured with chunks of wood within the top third (⅓) of the pile to ensure it does not blow away.

C.8-3 Contractor-Furnished Equipment
The Contractor shall provide everything; including, but not limited to, all equipment, supplies, transportation, labor, and supervision necessary to complete the project except for that which the contract clearly states is to be furnished by the Government. Contractor is responsible for providing the required plastic for covering piles.

C.8-4 Government-Furnished Property
See Section G.
None.

**C.8-5 Public Safety**
Vehicles, tools and other equipment shall be kept out of roadways and trails. Roadways, culverts, or ditches shall be kept clear of material or debris resulting from operations at all times. Signs shall be required to be in place along roads/trails to alert all traffic of work operations.

**C.8-6 Salvage Rights**
N/A

**C.8-7 Road Maintenance**
Any roads used by the Contractor shall be left in the condition they were found in or better. Water bars or other drainage structures in roads utilized by Contractor operations shall be maintained in proper functioning condition. Repairs to any damage to roads from Contractor activity shall be the responsibility of the Contractor.
SECTION E--INSPECTION AND ACCEPTANCE

FAR 52.252-2  Clauses Incorporated by Reference (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER I) CLAUSES

52.246-4  Inspection of Services--Fixed-Price (AUG 1996)

E.1 Sampling

[ ]Plots. At least one percent of each treatment area will be sampled by a random series of plots distributed over the entire area. Plot size will be:

[ ] 1/250 acre
[ ] 1/100 acre
[ X ] 1/50 acre
[ ] 1/10 acre
[ ] other (specify)

[X]Transects.

[X ]Other (landing decks)

E.2 Specific Inspection Procedures

Item 1 inspection:

1. On each plot/transect the inspector will record the plot/transect number, the location, and the inspection findings on the items listed below:

a. - Selection of crop trees.
b. - Spacing of crop trees.
c. - Damage to crop trees from Contractor's operations.
d. – Activity slash treatment.
e. – Masticated piece size.
It will also be recorded whether the plot/transect is satisfactory or unsatisfactory and the reason(s) if a plot/transect is unsatisfactory.

2. – Plots: To be considered satisfactory, each plot must meet the following criteria

   a. - Selection of Crop Tree

      Must meet all criteria stated in Section C, Crop Tree Selection.

   b. - Spacing of Crop Tree

      Complies with specifications found in Section C, unless located in a natural opening.

   c. - Damage to Crop Trees

      Number of damaged trees shall not exceed one per plot. Stumps larger than 33.0 inches in diameter at cut height will be considered damaged trees.

   d. – Activity Slash Treatment

      Mechanical treatment residues that remain in any unit shall not exceed more than 6 pieces that are above 12” from the ground per plot.

3. – Transects: To be considered satisfactory, each transect must meet the following criteria

   e. – Masticated Piece Size

      Each 50 foot transect shall contain no more than 10 pieces 18 inches long by 4 inches in diameter.

E.3 Acceptance

Work on this contract will be deemed acceptable when the quality score is 43 or greater based on the points from the table below.

**Item 1 Point System:**

<table>
<thead>
<tr>
<th>Crop Trees</th>
<th>Points per inspection item</th>
<th>% correct</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
<td>100% - 90%</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>89% - 80%</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>&lt;79%</td>
</tr>
</tbody>
</table>
### Spacing

<table>
<thead>
<tr>
<th>Points per inspection item</th>
<th>% correct</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>100% - 90%</td>
</tr>
<tr>
<td>4</td>
<td>89% - 80%</td>
</tr>
<tr>
<td>0</td>
<td>&lt;79%</td>
</tr>
</tbody>
</table>

### Damage Crop Trees

<table>
<thead>
<tr>
<th>Points per inspection item</th>
<th>% correct</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>100% - 90%</td>
</tr>
<tr>
<td>4</td>
<td>89% - 80%</td>
</tr>
<tr>
<td>0</td>
<td>&lt;79%</td>
</tr>
</tbody>
</table>

### Activity Slash Treatment

<table>
<thead>
<tr>
<th>Points per inspection item</th>
<th>% correct</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>100% - 90%</td>
</tr>
<tr>
<td>4</td>
<td>89% - 80%</td>
</tr>
<tr>
<td>0</td>
<td>&lt;79%</td>
</tr>
</tbody>
</table>

### Masticated Piece Size

<table>
<thead>
<tr>
<th>Points per inspection item</th>
<th>% correct</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>100% - 90%</td>
</tr>
<tr>
<td>4</td>
<td>89% - 80%</td>
</tr>
<tr>
<td>0</td>
<td>&lt;79%</td>
</tr>
</tbody>
</table>

Payment will be based on the number of points per plot averaged on each sub-item rounded to the nearest tenth of a number.

50 to 43 points = 100% Payment

43 to 35 points = 1% reduction in payment for each tenth of a point below 43 points.

No payment will be made below 35 points

Contractor may rework where possible at no cost to Government to increase work quality.
E.4 Government Inspections
Government inspections are for the purpose of satisfying the Government that the services are acceptable and do not relieve the Contractor of the responsibility for maintaining quality control.

The Contracting Officer's Representative or designated inspector will conduct all inspections. The Contractor (or designated representative) is encouraged to be present to observe inspections. Summary results will be made available on request.

Compliance inspections. Visual compliance inspections will be made on a periodic basis. Such inspections are not final and do not constitute acceptance by the Government.

Final Inspections. Final (formal) inspections for payment will be made on completed sub-items only. Contractor shall request final inspections in writing and give the Forest Service at least two working days advanced notice. Inspections will be completed within four working days after the notice is received. If the work is not ready for inspection at the time specified by the Contractor, the cost associated with the inspection attempt may be charged to the Contractor.

Disputed Inspection.
The Contractor may request reinspection without rework if the results are unacceptable. Reinspection must be requested in writing within 48 hours after receiving written notice of the inspection results. Reinspection will be accomplished within five working days after receipt of the contractor's written request.

The same sampling and inspection procedures will be used, but new samples will be taken. The inspection pattern will be shifted so that new samples will not overlap previously inspected samples. Results will be rounded to the nearest whole percent.

If reinspection results are within five percentage points of the first inspection, the original inspection result will be used in determining acceptability and payment. If reinspection results are greater than five percentage points above or below the first inspection, the reinspection results will be used.

If the reinspection results are within five percentage points of the first inspection, the Contractor shall pay the actual costs of the reinspection.

Reinspection after Rework. Where rework after a failed inspection may improve the inspection results, the Contractor may rework the area and request (in writing) a second inspection. The Government will charge to the Contractor the cost of this additional inspection. Reinspection will be accomplished within five working days after the notice is received. The results of the second inspection will be final, and no further rework will be permitted. Areas not ready for reinspection at the time specified by the Contractor will not be reinspected, and the results of the first inspection will be final.
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[ ] 1/250 acre
[ ] 1/100 acre
[ ] 1/50 acre
[ X ] 1/10 acre
[ ] other (specify)

[ ] Transects.

[ ] Other (specify)

E.2 Specific Inspection Procedures
Each unit will be inspected for the following:

Thinning:

1. Tree removal
2. Stump height and cut

Piling:

1. Cut material piling and down woody material incorporation
2. Pile shape
3. Pile size
4. Pile composition and structure
5. Pile placement

Covering of Piles:

1. All piles covered
2. Thickness of plastic
3. Size of plastic cover
4. Plastic placement & firmly secured

E.3 Acceptance
Work on this contract will be deemed acceptable when the processes and/or deliverables conform to the contract requirements to be acceptable, the plots must meet the following standards:

Thinning:

1. Target trees: 100% of the target non-residual/crop trees have been cut.
2. Maximum of 10 stumps over 6 inches in height or inappropriate cut surface per plot.

Piling:

1. Slash/material incorporation: Maximum of 5 pieces of required material not incorporated into piles per plot.
2. Pile shape: Piles need to be beehive/dome shaped.
3. Pile size: may vary by 25% only on the large side.
4. Pile composition: Only one pile per plot that does not meet specifications would be acceptable.
5. Pile placement: No piles within 25 feet of stream channel or riparian vegetation. No piles within 10 feet of unit boundaries or avoidance areas. No more than 2 other undesirable pile placement occurrences will be acceptable per plot.

Pile Covering:

1. Piles: 100% of piles covered with 4 foot x 4 foot squares of plastic.
2. Plastic: Plastic material will be at least 6 mil thickness.
3. Plastic placement and secured: plastic needs to be in top 1/3 of pile and no more than two occurrences of plastic being removed easily will be acceptable per plot.

**Percent Quality**
Transects and 1/10th acre plots will be added together to come up with total plots taken. Percent quality will be calculated by taking the number of acceptable plots divided by the total number of transect and 1/10th acres plots. Percent quality will be calculated as follows:

\[ \text{% quality} = \frac{\text{# of acceptable plots(1/10th ac plots)}}{\text{total # of plots(1/10th ac plots)}} \]

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Sagehen Hand Unit Marking

- Variable Density Thin Prescription (GTR-220)

- Mark cut trees >9.9” DBH and <16.0” DBH with blue paint

- Mark leave trees <10.0” DBH with orange paint

- Do not mark any trees within Dense Cover Areas

- Do not mark any aspen trees or sugar pine (unless there are obvious signs of blister rust)

- Release aspen pockets as best as possible while still adhering to basal area targets and 16” DBH upper limit

Basal Area Targets:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Total Acres</th>
<th>Emphasis Area</th>
<th>Unit Emphasis Area Acres</th>
<th>Current Basal Area (sq. ft./ac.)</th>
<th>Residual Basal Area (Post Treatment) (sq. ft./ac.)</th>
<th>30 year Predicted Basal Area (Post Treatment) (sq. ft./ac.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>20</td>
<td>1</td>
<td>15</td>
<td>250</td>
<td>174</td>
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<td>Weighted Unit Average Basal Area</td>
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<td>91</td>
<td>9</td>
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<td>188</td>
<td>171</td>
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<td></td>
<td></td>
<td>Weighted Unit Average Basal Area</td>
<td>195</td>
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### Flagging Color

<table>
<thead>
<tr>
<th>Flagging Color</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange</td>
<td>Road locations</td>
</tr>
<tr>
<td>Blue &amp; black stripe</td>
<td>Archaeology</td>
</tr>
<tr>
<td>White with orange polka dots</td>
<td>Archaeology</td>
</tr>
<tr>
<td>Blue &amp; white stripe</td>
<td>Riparian Conservation Area (RCA) boundary</td>
</tr>
<tr>
<td>Red &amp; white stripe</td>
<td>RCA boundary associated with equipment keep out zones</td>
</tr>
<tr>
<td>Blue</td>
<td>Unit boundary - timber sales</td>
</tr>
<tr>
<td>Yellow &amp; black checkered</td>
<td>Openings</td>
</tr>
<tr>
<td>White</td>
<td>Dense cover areas</td>
</tr>
<tr>
<td>1 blue flag &amp; 1 yellow flag</td>
<td>Unit boundary - silviculture unit boundary</td>
</tr>
<tr>
<td>Hot pink</td>
<td>Skids/landings &amp; anything else important</td>
</tr>
<tr>
<td>2 blue flags &amp; 1 yellow flag</td>
<td>Unit layout - corners</td>
</tr>
<tr>
<td>3 blue flags</td>
<td>Unit layout - corners</td>
</tr>
<tr>
<td>Red</td>
<td>Property boundary</td>
</tr>
<tr>
<td>Orange &amp; white with black lettering “Special Treatment Zone”</td>
<td>Sensitive plants</td>
</tr>
<tr>
<td>Orange with black lettering “Noxious Weeds”</td>
<td>Noxious weeds</td>
</tr>
<tr>
<td>1 yellow &amp; black stripe flag &amp; 1 hot pink flag OR 1 orange &amp; silver reflective stripe flag &amp; 1 hot pink flag</td>
<td>Wildlife owl survey call points and/or owl/goshawk nest/roost locations</td>
</tr>
</tbody>
</table>

### Signing

<table>
<thead>
<tr>
<th>Signing</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange plastic squares</td>
<td>Unit boundaries</td>
</tr>
<tr>
<td>Black &amp; yellow cardboard</td>
<td>Subdivision boundary corners</td>
</tr>
<tr>
<td>White plastic squares – approx 4”</td>
<td>Archaeology</td>
</tr>
<tr>
<td>Small, reflective tacks (called cat eyes)</td>
<td>Wildlife call points</td>
</tr>
<tr>
<td>Equipment or tractor keep out metal or paper signs</td>
<td>RCA boundary</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION BASE WORK ACTIVITIES</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Hand Treatment of Units 100 and 282</td>
</tr>
<tr>
<td>2</td>
<td>Hand Treatment of Units (South Units) 98 and 61</td>
</tr>
<tr>
<td>3</td>
<td>Mastication of 74, 76 and 87</td>
</tr>
<tr>
<td></td>
<td><strong>Total of Base Work Activities</strong></td>
</tr>
<tr>
<td>4</td>
<td>Hand Treatment (Aspen Treatment) unit 80 cut only lop and scatter</td>
</tr>
<tr>
<td></td>
<td><strong>Total of Optional Work Items</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Total All Service Items</strong></td>
</tr>
</tbody>
</table>