Cowlitz Indian Tribe
Natural Resources Department

Request for Proposals (“RFP”)

Exhibit A
Cispus-Yellowjacket Restoration
RFP - Whole Tree Harvest & Delivery
(Time and Materials Contract)

Technical Contact: Justin Isle – Restoration Ecologist/PM (jisle@cowlitz.org)
503-799-0934 cell

Admin. Contact: Tiffini Johnson – Program Coordinator (tjohnson@cowlitz.org)
360-324-9485

Critical Dates:
• Site Tour (Optional): December 19, 2022 at 10:00am PST
• Request for Clarification/Question Submittal Deadline: December 22, 2022 – 6:00pm PST
• Response to Questions: December 28, 2022 – 5:00pm PST
• Proposal Submission Deadline: January 4, 2023 – 2:00 pm PST
• Tentative Award Selection: est. January 9, 2023
• Contract Award: est. January 10, 2023
• Project Initiation: January 10, 2023 (Tentative)
• Project Completion:
  o March 1 for units with Northern Spotted Owl timing constraints
  o June 1 for all other units and hauling

Contract Attachments:
• Exhibit A – RFP
• Exhibit B – Contract
• Exhibit C – Client & Project References Sheet Template
• Exhibit D – Whole Trees with Rootwads Attached - Examples
• Exhibit E – Selected Project Area and Harvest Unit Map
• Exhibit F – Price Sheet – Whole Tree Harvest & Delivery (T&M – Hourly Heavy Equipment/Operator)
• Exhibit G – USFS Specifications
Overview
The Cowlitz Indian Tribe (Tribe - CIT) has secured funding through the Recreation and Conservation Office’s (RCO) Salmon Recovery Funding Board (SRFB), Tacoma Public Utilities (TPU), and the NOAA Fisheries Pacific Coastal Salmon Recovery Fund (PCSRF) for harvest and delivery of conifer logs to support the Tribe’s upcoming Cispus-Yellowjacket Phase III Habitat Restoration Project in Lewis County, Washington. The project is located within the Gifford Pinchot National Forest, approximately 11 miles southeast of Randle near the confluence of Yellowjacket Creek and the Cispus River.

In support of this effort, the Cowlitz Tribe coordinated with the USFS to obtain harvest units in proximity to the proposed habitat restoration project where whole trees (materials) can be selectively tipped, harvested, and hauled to an approved stockpile and staging area. A total of 2000 to 2500 whole trees ranging from approximately 10 to 28 inches Diameter Breast Height (DBH) are to be tipped and harvested with rootwads attached. The harvest units contain a mix of primarily Douglas-fir with some Hemlock, and most trees and between 10 and 20 inches DBH. Harvest Unit 1 is approximately 73 acres in size and is located adjacent Forest Road 28 within 0.25-mile of the approved stockpile area. Harvest Unit 2 is approximately 15 acres in size and is located on the 55 Road, less than 5 miles from the approved stockpile area. Harvest Unit 3 is approximately 31 acres in size and is located on the 2306 Road approximately ~5 miles from the approved stockpile area.

Appropriate permits/authorizations are in hand, and work needs to begin in January 2023. Northern Spotted Owl timing constraints require a significant portion of the tipping/harvesting to occur between January 1 and March 1, 2023 (Currently Units 1 and 2). Additional tipping and harvesting in Unit 3 is more flexible and can occur from January 1 through June 1. Similarly, hauling the whole trees with rootwads and tops to the approved stockpile area can occur over a longer time period, from January 1 through June 1. Depending on selective harvest and haul quantities available from each unit, the Tribe anticipates this project could cost between $200,000 and $300,000.

The Cowlitz Tribe is soliciting proposals from logging contractors who have specialized equipment and experience in timber harvest and excavation/removal of whole trees with their full rootwads attached. Specifically, the contractor shall selectively thin the units by excavating and pushing over whole trees with rootwads attached. CIT Project Manager and USFS Biologist will work closely with selected contractor to explain selective harvest prescriptions including general spacing goals targets for residual stand stocking. Anticipated rootwad diameters are 4 to 8+ feet. Typically, roots shall be evenly distributed around the tree bole and not missing roots in more than ¼ of the rootfan/rootwad (e.g., contractor shall pre-dig around tree prior to tipping it over to avoid breaking tree or snapping off significant roots at the bole).

After removing the whole tree and rootwad from the ground, contractor shall bang clean the rootwad and then transport the whole tree from the harvest unit to the approved stockpile area located near the Yellowjacket Ponds site off the 28 Road. Contractor shall neatly sort and stockpile the harvested trees into decks, working closely with the CIT Project Manager and
USFS Biologist. For whole trees, the CIT Project Manager will work with the selected contractor regarding appropriate lengths to buck for hauling. We anticipate that for log truck transport tops may be cut to facilitate hauling, leaving a 50 to 75 foot stem length with rootwad attached. CIT Project Manager and USFS Biologist will work with selected contractor regarding target lengths for various sized whole trees.

Holes remaining from rootwad extraction are to be smoothed to landowner’s (USFS) satisfaction. This shall include rough smoothing of soil around hole - roughing up/smoothing soil with excavator bucket or shovel heel. Tribe/USFS staff shall conduct site walkthrough with selected contractor after harvest and cleanup to review and approve conditions prior to contractor demobilization. Contractor harvest boundaries for each of the three harvest units will be re-marked during pre-construction meeting with selected contractor.

**Contractor Tasks include:**
- Pre-work meeting and checklist with CIT Project Manager and USFS Biologist;
- Pre-excavate around, push over and remove approximately 2000 to 2500 whole trees from the ground with root wads fully intact;
- Bang rootwads clean of excess soil and rocks; Minimize breakage as practicable;
- Roughly smooth hole from rootwad removal as per USFS specification (with excavator bucket or shovel heel);
- Buck to prescribed lengths; Transport harvested whole trees and tops to approved stockpile site near the Yellowjacket Ponds staging area just past the Tom Music bridge off the 28 Road.
- Sort into size classes at Yellowjacket Ponds stockpile site as directed by CIT Project Manager;
- Conduct harvest unit cleanup as directed by CIT Project Manager/USFS Biologist;
- Complete all tipping/harvest in units with Northern Spotted Owl (NSO) timing restrictions by March 1, 2023. Complete all tipping/harvest in remaining harvest units by June 1. Complete all hauling (whole trees from all units) to approved stockpile site by June 1, 2023.
- The Tribe reserves the right to extend the work window(s) and/or terminate work early if the CIT Project Manager determines site conditions are too wet to safely continue or too wet to comply with USFS requirements.

**Location**
The Timber Harvest Units and approved stockpile location are located within the Gifford Pinchot National Forest, approximately 11 miles southeast of Randle near the confluence of Yellowjacket Creek and the Cispus River.
- **The Approved Stockpile Site/Staging Area** for all wood is near the USFS’ Yellowjacket Ponds site, just past the Tom Music Bridge on the 28 Road. The coordinates for the Yellowjacket Ponds stockpile site are Lat 46.437298°N Long -121.839284°W.
- **Harvest Unit 1** is approximately 73 acres in size and is located adjacent Forest Road 28 within 0.25-mile of the Yellowjacket Ponds stockpile site. Coordinates of Harvest Unit 1 are Lat 46.440613°N Long -121.835756°W. Direct skidding of harvested trees from this
unit to the approved staging area may be approved with appropriate protections (e.g., 8x12x1 steel plates) to the 28 Road surface and industry standard/USFS-required public safety measures for traffic control/traffic safety.

- **Harvest Unit 2** is approximately 15 acres in size and is located on the 55 Road, less than 5 miles north of the approved stockpile site. Coordinates of Harvest Unit 2 are Lat 46.480297°N Long -121.881548°W.
- **Harvest Unit 3** is approximately 31 acres in size and is located on the 2306 Road, approximately ~5 miles northwest of the approved stockpile site.

**Project Timeline**

This project will result in materials procurement for an upcoming habitat restoration project by selective harvesting, hauling, staging and sorting of between 2000 and 2500 whole trees. Work needs to begin in January 2023. Northern Spotted Owl timing constraints require a **significant portion of the tipping/harvesting to occur between January 1 and March 1, 2023** (Currently Units 1 and 2). Additional tipping and harvesting in Unit 3 is more flexible and can occur from January 1 through June 1. Hauling whole trees with rootwads attached to the Yellowjacket Ponds stockpile site can occur through June 1, 2023. All work must be completed by June 1, 2023, unless extended by CIT Project Manager.

**Contractor’s Obligations**

The selected contractor shall:

- furnish all heavy equipment (log loaders/shovels, excavators with thumb or grapple, skidders, log trucks, etc.) supervision, experienced and qualified operators, and tools necessary to safely and efficiently complete the work as outlined in the overview and stated tasks;
- pressure wash all equipment and make sure they are clean of mud and soil prior to showing up to the job site;
- provide a minimum of one spill kit on site;
- provide fire prevention measures onsite as per applicable USFS requirements;
- work cooperatively with CIT Project Manager and USFS Biologist to review and confirm selective harvest parameters and approach to harvest;
- conduct site cleanup measures as directed by the CIT Project Manager/USFS Biologist which may include, but not be limited to, loosening of compacted soil, scattering slash over disturbed soil and water bars; roughly smoothing soil where rootwads removed; decommission skid roads;
- Carry logger’s broad form coverage – Cowlitz Indian Tribe, USFS named additional insured;

Contractor shall provide the necessary equipment with highly qualified operators on an hourly basis. Contractor shall include operator and all operating supplies such as fuel, oil, grease, spill kits, fire extinguishers, appropriate saws/hand tools and incidentals in the hourly rate for each piece of equipment (fully loaded rate). Any maintenance work and refueling of equipment shall be a minimum of 150 feet away from streams and wetlands.
Contractor shall maintain an adequate work force at all times to ensure timely completion of the work. Crew members shall utilize appropriate safety equipment at all times, as per industry standard, state, and USFS requirements. This includes Contractor compliance with all applicable state laws and USFS requirements relating to fire prevention. CIT reserves the right to remove from the project any operator who, in the opinion of CIT, are found to be inexperienced or operating the equipment in an unsafe manner. Heavy equipment is expected to be in good working condition, free from leaks, and clean prior to mobilizing to site.

**Payment Schedule and Contract**

All work done under this contract is subject to grant agreements between the Tribe and Washington State’s Recreation and Conservation Office (“RCO”), Tacoma Public Utilities (TPU), and the NOAA Fisheries Pacific Coastal Salmon Recovery Fund (PCSRF), with all associated requirements included as flow down provisions. Consultant must agree to and ensure compliance with RCO’s Standard Terms and Conditions and RCO Manuals, 7, 8, 5, and 18. Applicable grant agreements will be included with the contract and are available upon request.

Prevailing wage rates do not apply to this job. The selected contractor may submit monthly invoices during the period of performance, in addition to an initial mobilization/demobilization invoice. Final invoice shall not be paid until after site cleanup, and inspection with CIT’s Project Manager and USS Biologist. CIT Project Manager in coordination with the Contractor’s Project Manager/Superintendent will maintain a daily record of machine hours for billing/invoicing. Measurement for payment will be based on the actual number of equipment hours used according to the CIT Project Manager’s records, rounded to the nearest 15 minutes, and made at the hourly unit price shown on the price sheet for each piece of equipment. No payment will be made for non-work hours due to lunch, breaks, maintenance, or breakdowns.

Invoices shall detail and provide hours spent tipping whole trees by machine, transporting project wood (including providing load tickets), and mobilization / demobilization charges as per the price sheet. CIT Project Manager will work with selected contractor on draft invoice details as required to streamline their initial invoice, and direct deposit paperwork to facilitate prompt payment of invoices. Contract is included with this RFP.

**Suspension and Debarment**

The Cowlitz Indian Tribe will not consider proposals from entities which have been suspended or debarred, and must present, if asked, certification regarding debarment, suspension and other responsibility matters.

Applicants may consult the System for Award Management (https://www.sam.gov) to access the federal list of active suspensions or debarments.
**Proof of Insurance**

As evidence of the insurance coverage required by this Contract, the Tribe will require the Contractor furnish acceptable insurance certificates including logger’s broad form coverage, prior to commencing work. The certificate will specify all of the parties who are covered. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the Tribe. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance. A certificate of insurance may be provided with proposal.

**Submittals**

Contractors are invited to respond to this RFP at their own cost. The submittal is limited to a maximum of 12 pages (6 sheets if duplex-printed) on 8.5” x 11” paper, not including the price sheet. The Tribe will not review materials in excess of the 12-page submittal limit.

**The Tribe’s Selection Committee will evaluate proposal submittals for a Time and Materials award based on the following required proposal submittals:**

1. **Description of company’s experience with the harvest of whole trees, log handling, rootwad removal, and access road clearing and maintenance.**
2. **Proposed approach (including number of machines/crew available), availability, and anticipated progress rates for tipping and for hauling based on contractor experience.**
3. **Client References for at least three recent prior tree harvest, clearing, and/or logging projects (include client email/phone number for reference checks).**
4. **Description of proposed heavy equipment (make, model, age, and hours and availability (price sheet).**
5. **Hourly rates for equipment proposed to complete the job (include signed price sheet).**
6. **Brief description of key personnel who will do the work, their expertise operating heavy equipment (include years as qualified operator) log loader/shovel, excavator, skidder, etc.**
7. **Optional: Include the name of one crew member or operator who has completed a logger training program approved by Sustainable Forestry Initiative.**
8. **Describe ability to respond to the Cowlitz Indian Tribe’s time-sensitive schedule, demonstrated ability to work successfully with the USFS, Weyerhaeuser, Rayonier Timber company, or similar industrial timberland owners.**

Each proposal received will be scored on the criteria A - E listed below considering contractor responses to Items 1 through 8 (listed above).
The Cowlitz Indian Tribe is interested in working with contractors who have a demonstrated expertise in tree harvest and whole tree removal. To that end, Tribe staff will check references and research past completed projects to inform the contracting decision. The Tribe will review each proposal, proposed approach, proposed schedule, and compare the time and materials pricing (and contractor’s proposed heavy equipment) to identify the first-choice contractor offering the “best value to the Tribe”, and then award the contract. The Tribe may negotiate with the first-choice contractor. If agreement cannot be reached on budget, schedule, equipment, or other parameters, Tribe staff will enter negotiations with the lower ranked contractors, in ranked order, until agreement is reached. The Tribe reserves the right to accept or reject any or all bids, to waive any formal defects or irregularities in the bids, or to not award the project if deemed to be in the interest of the Tribe or funding agencies.

Materials submitted in response to this competitive procurement shall become the property of the Cowlitz Indian Tribe and will not be returned. All questions regarding this request for proposals shall be made via e-mail to Justin Isle at jisle@cowlitz.org. Responses to questions shall be sent via email to all contractors that have expressed interest in submitting a proposal. No inquiries will be answered if received after 6:00 PM on December 22, 2022. A hard copy or electronic version (preferred) of Contractor’s proposal must arrive at the following address no later than 2:00 PM on January 4, 2023:

Justin Isle - Restoration Ecologist
Cowlitz Indian Tribe
1055 9th Avenue, Suite A
Longview, WA  98632
Telephone Number (360) 353-9938, or email jisle@cowlitz.org

If delivering proposal in person, please call in advance for office hours and directions.

If interested in attending the OPTIONAL site visit/job walk, please RSVP to my email, and we will provide meeting location and additional details for the job walk. Thank you.
EXHIBIT B

CONSULTANT AGREEMENT

Between:

The Cowlitz Indian Tribe on behalf of its Natural Resources Department
P.O. Box 2547
Longview, WA 98632
General Phone: (360) 577-8140
Department Phone: (360) 353-9509
(Hereinafter “Tribe”)

CONSULTANT NAME
ADDRESS
ADDRESS
Phone:
(Hereinafter “Consultant”)

This Consultant Agreement (“Agreement”) is executed by and between Consultant and the Tribe, a federally recognized sovereign nation pursuant to 65 Fed. Reg. 8436 (Feb. 18, 2000). Consultant and Tribe may be collectively referred to herein as the “Parties”, and each may be referred to as a “Party”.

TERMS & CONDITIONS

1. Term. The effective term of this Agreement shall be January XX, 2023 through June XX, 2023 absent a valid termination action in accordance with the express terms of this Agreement.

2. Consultant Obligations. The Consultant agrees to perform services as set forth below and detailed in the attached “Exhibit A — RFP/Scope of Work” (collectively, the “Services”)

3. Designated Staff Contacts. The following Staff Contacts shall act as the primary points of contact for the Parties during the term of this Agreement. Tribe and Consultant agree that these Staff Contacts are designated for purposes of technical communication and service coordination only, and shall have no authority to authorize any changes, modifications, or addendums to this Agreement. The Parties may from time to time change their designated Staff Contact by giving the other party reasonable notice of such change.

Tribe’s Staff Contact:
Phone:
Email:
4. Notice; Designated Legal Contacts. Any and all legal notice required by or issued pursuant to this Agreement must be provided in writing, and shall be delivered postage prepaid via certified mail or a reputable overnight courier to the following Legal Contacts:

4.1. Legal notice to Consultant shall be at the address set forth on page one of this Agreement, and care of the Consultant’s designated staff contact identified above.

4.2. Legal notice to the Tribe shall be to the Cowlitz General Council Chair at the address set forth on page one of this Agreement, with courtesy copies sent to the Tribe’s designated Staff Contact listed above, and to the Tribal Attorney of the Cowlitz Indian Tribe Legal Department at P.O. Box 2547 Longview, WA 98632.

4.3. Either party may from time to time change its designated address for legal notice, or designated Legal Contact(s) for notice, by giving the other party reasonable notice of such change in writing.

5. Change Orders. Consultant understands and agrees that any material changes, modifications, or addendums to this Agreement and/or the underlying Project must be authorized in writing by the Cowlitz Tribal Council, acting through its designated representative and executed by an individual to whom the Tribe has delegated signature authority.


6.1. Maximum Compensation. The maximum total compensation amount approved by Tribe and payable to Consultant under this contract shall not exceed \$_$ (XXX,XXX); which amount shall include any and all compensation for Services and “Eligible Expenses” (including but not limited to mileage, travel, and payment or reimbursement of direct actual costs and expenses), as further described below and set forth in detail in the attached “Exhibit A — Scope of Work”. If Exhibit A describes separate and specific maximum compensation amounts for Services and expenses, then at the end of the term of this Agreement, any remaining balance in the amount allocated for expenses may be used by Tribe, at its sole discretion, to cover fees for authorized Services, so long as the total compensation amount set forth above is not exceeded.

6.2. Rates. Tribe shall compensate Consultant according to the billing rate(s) and/or fee schedule(s) set forth in Exhibit A in an amount not to exceed that stated in Section 6.1 above.

6.3. Eligible Expenses. Consultant may only seek reimbursement for Eligible Expenses, which are those reasonable expenses incurred with the prior written approval of Tribe.
or its designated representative. For Eligible Expenses, Consultant must provide a receipt or other proper proof of expense to receive reimbursement from Tribe.

6.3.1. Travel Expenses. Subject to applicable law, Tribe shall evaluate and determine the reasonableness and allowability of travel expenses in accordance with the standards set forth in 41 C.F.R. Subtitle F, Chapter 301, as amended. Provided, however, that where such standards conflict with any Cowlitz Indian Tribe law or policy, the Cowlitz Indian Tribe law or policy shall govern.

6.3.2. Ownership of Expensed Items. Tribe shall retain sole and exclusive ownership of all property — real, movable, and/or intellectual — for which Tribe has provided any reimbursement to Consultant under this Agreement. Consultant shall promptly deliver to Tribe any Cowlitz Indian Tribe property upon request, or at the completion or termination of this Agreement.

6.4. Availability of Funds. Notwithstanding any other provisions of this Agreement, Consultant understands and agrees that compensation for Services and expenses under the terms of this Agreement shall be contingent upon the availability of funds (a) placed to the credit of Tribe in the Treasury of the United States, (b) appropriated by Congress, or (c) from local funds maintained in the name of the Tribe.

6.5. Federal & Grant Funds. Consultant understands and agrees that contracts funded by federal funds or other grant funds may be subject to certain legal requirements. These may include, but are not limited to, those requirements set forth in the United States Office of Management and Budget’s Uniform Guidance, 2 C.F.R. Part 200, and/or the terms of an applicable source grant. Consultant agrees to comply with and utilize funds in accordance with all applicable laws, regulations, and guidelines, and in accordance with any applicable grant or contract terms. Consultant understands and agrees that the use of such funds may be subject to audit by the grantor. Consultant shall reimburse Tribe for any costs of the Consultant that are disallowed by a grantor.

6.6. Invoicing & Payment. Consultant shall submit invoices and appropriate supporting documentation to Tribe in accordance with Exhibit A. Unless the Parties agree in writing to different terms, invoice periods shall begin on the first day of each month and end on the last day of each month. Invoices shall be submitted by Consultant to Tribe’s designated Staff Contact within fifteen (15) days after the end of the month in which the Services were provided and/or expenses were incurred. Consultant waives the right to receive full payment on invoices submitted more than sixty days following the end of the proper invoice period.

6.6.1. Progress Reports. At Tribe’s request, or as otherwise agreed upon by the Parties in writing, Consultant shall submit a progress report along with its monthly invoice. Such progress reports should generally include, as attached exhibits, copies of all work product prepared or created by Consultant during the relevant invoice period(s). In addition, at Tribe’s request, Consultant will provide oral reports and presentations to the Cowlitz Tribal Council and/or General Council.
6.6.2. **Invoice Issues.** If a question or concern arises regarding an item on an invoice, Tribe shall notify Consultant of the question or concern. Within five (5) business days following such notification, Consultant shall take action to sufficiently explain or correct the item, or Consultant shall be deemed to have waived their right to demand payment for the item.

7. **Maintenance & Retention of Records; Financial Management for Accounting and Audits.** Consultant shall maintain and retain auditable records during the term of this Agreement and for a period of at least three (3) years following the expiration or termination of this Agreement. Consultant shall maintain its records to comply with the Audit Act of 1984, P.L. 98-502 (31 U.S.C. § 7501 et. seq.), as amended, and the Office of Management and Budget’s Uniform Guidance requirements set forth at, 2 C.F.R. part 200, Subpart F, as amended. Consultant shall adhere to a systematic accounting method that assures timely and appropriate resolution of audit findings and recommendations in compliance with the Uniform Guidance. Subject to applicable law, Consultant agrees that the Tribe, the grantor agency (if applicable), the Comptroller General of the United States, or any of their duly authorized representatives, shall have timely access to Consultant’s records which are pertinent to the subject matter of this Agreement and the performance of obligations contained herein, for the purpose of conducting an audit and/or examination, and/or making copies.

8. **Performance.**

8.1 **Independent Contractor.** Consultant shall employ, at its own expense, all personnel reasonably necessary to perform the Services contemplated by this Agreement. Such personnel shall not be considered Tribe’s employees. Consultant shall be responsible to ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, federal, state, and local laws. Consultant shall at all times in performance of this Agreement operate as, and have the status of, an independent contractor, and will not be an agent or employee of Tribe; nor will Consultant or its personnel be entitled to any employee benefits provided by the Tribe. The Parties are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

8.2 **Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of handicap, race, age, religion, or sex. Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their handicap, race, age, religion, or sex.

8.2.1. **Indian Preference.** Notwithstanding the above, Consultant shall, for all work performed on or near the Cowlitz Indian Reservation pursuant to this Agreement, and consistent with Section 703(i) of the 1964 Civil Rights Act, give preference in employment (including any authorized subcontracts) to equally qualified Indians regardless of their handicap, age, religion or sex. To the extent feasible and consistent with the efficient performance of this Agreement, the Consultant shall provide employment and training opportunities to Indians that are not fully qualified to perform under this Agreement, regardless of their handicap, age, religion or sex. Further, the Consultant shall comply with any applicable Indian preference laws and requirements established by the Cowlitz Indian Tribe.
8.3 Taxes, Permits, Fees. Unless expressly agreed to herein, the Tribe shall not be responsible for the payment of any taxes, permits, licenses or other expenses incurred by Consultant during the performance of this Agreement. Consultant shall be solely responsible to secure and pay for any necessary or appropriate permits, fees, licenses, inspections, or other prerequisites necessary for proper performance of the Services contemplated by this Agreement.

8.4 Subcontractors. Consultant shall not be permitted to hire a subcontractor to perform the Services contemplated by this Agreement without the Tribe’s express prior written authorization. Any unauthorized attempt by Consultant to subcontract for such Services shall be null and void, and Consultant shall be responsible for all expenses, fees, and costs associated with any such unauthorized subcontract.

8.5 Assignment. Consultant shall not assign its interest in this contract, or any part thereof, including its right to receive payment for Services performed, to another party. Any attempt by Consultant to assign any obligations, rights, or fees under this Agreement will be null and void, and Consultant shall be responsible for all expenses, fees, and or costs associated with any unauthorized assignment.


9.1. Professional Work. Consultant shall perform Services in a professional, thorough, skillful, and safe manner, consistent with the relevant standard of care expected from professionals with similar credentials and experience, and in accordance with the usual and customary standards accepted in Consultant’s profession for similar projects. Consultant shall notify Tribe of any inconsistencies or errors in Consultant’s work that do not meet the aforementioned standards as soon as possible.

9.2. Compliance with Applicable Laws. Consultant shall comply with all applicable tribal, federal, state and local laws, regulations, guidelines and policies in performance of Services and fulfillment of duties and obligations pursuant to this Agreement. Consultant represents that it has reviewed, and is familiar with, all laws relevant to the performance of Services under this Agreement.

9.3. Project Conflicts. Consultant shall not accept work from any third party during the term of this Agreement that creates a conflict of interest or the appearance of a conflict of interest with the Services.

9.4. Broad Protection. All representations and warranties set forth in this section, or memorialized elsewhere in this Agreement and its Exhibits, shall be interpreted expansively to afford the broadest protection available to Tribe.

10. Access to Records, Personnel, and Facilities. Subject to applicable law, Tribe will provide Consultant with reasonable access to its personnel, facilities, and records necessary to the performance of this Agreement.

10.1 Confidential Information. Where Consultant receives any documents or information typically maintained in confidence by the Tribe (“Confidential Information”), Consultant will, subject to applicable law, make all reasonable efforts to prevent the disclosure of such Confidential Information to any and all third
parties. Further, Consultant shall not use the Confidential Information for any purposes other than performance of this Agreement.


11.1. “Work Product” Defined. “Work Product” includes, but is not limited to, any and all papers, reports, information, drawings, internal memoranda, files, proposals, papers, copyrights, patents, photographs, data, and any written or graphic material, or any other material or property, whether stored electronically or in hard copy, in any and all formats including native formats, and however produced, prepared, collected, generated, or created by the Consultant in connection with this Agreement.

11.2. Ownership. Tribe shall own all Work Product associated with this Agreement; and Consultant agrees that it will not retain any interest in such work product, and shall, in accordance with any and all applicable law, turn over any and all Work Product property to Tribe upon the expiration or termination of this Agreement or upon request.

11.3. Confidentiality. All Work Product shall be considered highly confidential, and Consultant shall take all necessary measures to maintain that confidentiality, and shall not disclose, publish, or disseminate any Work Product without the express prior written authorization from Tribe. Internally, Consultant shall only disclose Work Product to employees when necessary to perform the Services contemplated by this Agreement; and Consultant shall require all employees to maintain the Work Product’s confidentiality.

11.4. Injunctive Relief. Consultant acknowledges that the breach or threatened breach by Consultant of the terms and provisions of this Section would cause irreparable injury to the Tribe, which could not be adequately compensated by money damages. Thus, Consultant agrees that Tribe may obtain a restraining order and/or injunction prohibiting Consultant’s breach or threatened breach of these provisions in addition to any other legal or equitable remedies. Consultant agrees that this provision is fair and necessary to protect the Tribe’s unique political and cultural interests, rights, and confidential information.

12. Insurance.

12.1. Whether Required. Insurance ☐ IS ☑ IS NOT required. (If unchecked, insurance is required.)

12.2. Generally. If insurance is required, Consultant shall (subject to applicable law) maintain, at a minimum, the following insurance throughout the term of this Agreement and for a period of three (3) years following substantial completion or termination of the Project, naming Tribe as an additional insured:

• Commercial General Liability Insurance in the amount of at least one million dollars per occurrence and two million dollars aggregate.

• Commercial Automobile Liability Insurance in an amount equal to the greater of either (a) one million dollars for all vehicles used in performance of Services pursuant to this Agreement, or (b) any other amount required by applicable law.
• Worker’s Compensation Insurance, Disability Benefits Insurance, and any other insurance required by applicable law.

12.3. **Delivery of Certificates.** If insurance is required, Consultant shall deliver certificates of insurance showing the foregoing coverage within ten days of the start of the work.

12.4. **Cancellation, Termination, and/or Lapse of Insurance.** Consultant agrees to provide Tribe with at least thirty (30) days prior notice of Consultant’s intent to cancel, terminate, or allow any insurance policy required herein to lapse during term of this Agreement, and for a period of three (3) years following the expiration or termination of this Agreement.

12.5. **No Subrogation.** Consultant waives all subrogation rights it may have against the Tribe and any of the Tribe’s contractors, subcontractors, agents, officers, employees or entities.

13. **Indemnification.** Consultant agrees to, at its sole expense, hold harmless, indemnify, and at Tribe’s sole discretion defend the Tribe and its officers, agents, employees, and assigns against any and all claims, demands, judgments, losses, costs, damages, expenses or other liabilities whatsoever, including court costs and reasonable attorney’s fees and expenses, incurred by or claimed against the Tribe, its officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, Consultant’s and/or Consultant’s employee’s, officers’, or agents’ errors, actions, omissions, and/or breach of contract related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

The Tribe agrees to, at its sole expense, hold harmless, indemnify, and at Consultant’s sole discretion defend the Consultant and its officers, agents, employees, and assigns against any and all claims, demands, judgments, losses, costs, damages, expenses or other liabilities whatsoever, including court costs and reasonable attorney’s fees and expenses, incurred by or claimed against the Consultant, its officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, the Tribe’s and/or the Tribe’s employee’s, officers’, or agents’ errors, actions, omissions, and/or breach of contract related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

14. **Termination.**

14.1. **For Convenience.** Either party may terminate this Agreement by giving to the other party at least ninety (90) days prior written notice. The notice shall specify the effective date of termination.

14.2. **For Breach.** Either party may immediately terminate this Agreement by written notice following a material breach by the other party.
14.3. **By Tribal Council Executive Committee.** Notwithstanding anything herein to the contrary, Consultant understands and agrees that the Cowlitz Tribal Council Executive Committee may immediately terminate this Agreement by written notice.

14.4. **Effect.** Upon termination, the obligations of the Parties for the further performance of this Agreement shall cease, but the Parties shall not generally be relieved of the duty to perform their obligations arising up to the date of termination. Termination shall in no way limit or restrict any right or remedy at law or equity which would otherwise be available to Tribe, including, but not limited to, the right to contract with other qualified persons to complete the performance of Services identified in or contemplated by this agreement.

15. **Dispute Resolution.**

15.1. **Negotiation.** In the event that a dispute arises between the Parties over the performance, interpretation, or enforcement of this Agreement, the Parties in the first instance shall attempt in good faith to resolve the dispute informally through face-to-face negotiations. These negotiations shall take place at the Cowlitz Indian Reservation in Ridgefield, Washington, unless otherwise agreed upon in writing by the Parties. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts and/or attorneys shall be considered confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving the Parties. Provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiations.

16. **General Terms.**

16.1. **Headings.** Headings are provided for convenience and do not affect the meaning of the provisions to which they are affixed.

16.2. **Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

16.3. **Entire Agreement.** This Agreement incorporates all of the agreements, covenants and understandings between the Parties, and supersedes all prior or contemporaneous oral or written agreements between the Parties. No agreement or understanding, verbal or otherwise, of the Parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in the Agreement.

16.3.1. **Attachments.** The following documents are hereby incorporated by this reference and made part of this Agreement:

- **Exhibit A – RFP**
- **Exhibit C – Client & Project References Sheet Template**
- **Exhibit D – Whole Trees with Rootwads Attached - Examples**
• Exhibit E – Selected Project Area and Harvest Unit Map
• Exhibit F – Price Sheet – Whole Tree Harvest & Delivery (T&M – Hourly Heavy Equipment/Operator)
• Exhibit G – USFS Specifications

16.4. Amendments. No change, amendment, modification, or addendum to this Agreement shall be valid unless it is in writing and executed by authorized representatives of both Parties.

16.5. Survival. The requirements of Section 7 (Maintenance & Retention of Records; Financial Management for Accounting & Audits), Section 11 (Work Product), Section 13 (Indemnification), and Section 15 (Dispute Resolution) of this Agreement shall survive termination of this Agreement. Further, provisions that, by their nature, are reasonably expected by the Parties to be performed after the expiration or termination of this Agreement shall survive and be enforceable. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive the expiration or termination of this Agreement.

16.6. No General Waiver. Any waiver or failure of the Parties to enforce or insist upon any term in this Agreement does not constitute a general waiver or relinquishment of that term.

16.7. No Construction Against Drafter. Each party has participated in negotiating and drafting this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against one party because it was responsible for drafting one or more provisions.

16.8. Conflicts. In the event of a conflict between the terms and conditions of this Agreement and those of a Scope of Work or other exhibit or attachment to this Agreement, the terms and conditions of this Agreement shall be controlling.

16.9. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and any ancillary documents may be executed and/or delivered by electronic means by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed or delivered as if the original had been received.

17. Force Majeure. This Agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, fire, and other circumstances that are beyond the control of the Parties. If the terms and conditions of this Agreement are unable to be performed as a result of any cause of force majeure, then this Agreement shall be void, without penalty to any party for such non-performance.

18. Jurisdiction & Venue. The validity, interpretation, and performance of this Agreement, and any and all written instruments, agreements, specifications and other writings of whatever nature which relate to or are part of this Agreement, shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement is deemed executed at the Cowlitz Indian Reservation in Ridgefield, Washington. Venue of any
court action filed to enforce or interpret the provisions of this Agreement shall be exclusively in the courts of Clark County, Washington. In the event of litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any other relief allowed.

19. **Sovereign Immunity.** Notwithstanding any other terms or provisions of this Agreement, Consultant understands and agrees that the Tribe, by entering into this Agreement, does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its sovereign rights, privileges, remedies, or services guaranteed by federal law.

20. **Special Provisions.** In addition to the foregoing terms and conditions, the following requirements are agreed to and shall apply to this Agreement:

20.1. Compensation under this Agreement is dependent upon availability of funds to the Tribe under agreements numbered 20-1358 and 20-1177 between the Washington State Recreation and Conservation Office and the Tribe, the contract clauses of which are attached hereto and incorporated by reference herein. In addition to compliance with the other terms of this Agreement, Consultant shall comply with all requirements set forth in agreements numbered 20-1358 and 20-1177’s clauses that are applicable to subcontractors by its terms.

IN WITNESS WHEREOF, we set our hands and seals:

[Signature page(s) to follow.]
Exhibit C – Client & Project References

(Please provide 3 Client/Project References for Projects Completed in the last 5 Years – Include this form with Proposal and Price Sheet[s], or attach equivalent/similar project reference pages)

Project Name / Completion Date: ____________________________
Client Name: _______________________________________________________________________
Client Phone: _______________________________________________________________________
Client Email: _______________________________________________________________________
Brief Project Description: _______________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
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Project Name / Completion Date: ____________________________
Client Name: _______________________________________________________________________
Client Phone: _______________________________________________________________________
Client Email: _______________________________________________________________________
Brief Project Description: _______________________________________________________________________
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Project Name / Completion Date: ____________________________
Client Name: _______________________________________________________________________
Client Phone: _______________________________________________________________________
Client Email: _______________________________________________________________________
Brief Project Description: _______________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
Exhibit D
(Whole Trees with Rootwads Attached - Example)

Examples of rootwad logs with full rootwads/rootfans. No trimming of rootwads is needed.
Exhibit F

Price Sheet – Whole Tree Harvest & Delivery
(T&M – Hourly Heavy Equipment/Operator)
## Exhibit F
### Cispus/Yellowjacket Restoration RFP - Whole Tree Harvest & Delivery
#### Price Sheet - T&M - Hourly Heavy Equipment/Operator

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Make/Model</th>
<th>Model Year</th>
<th>Hourly Rate (including qualified operator, fuel, incidentals, etc)</th>
<th>Mobe/Demobe (total)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Log Loaders/Shovels</td>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td>Excavators w/ thumb or 360 clamshell</td>
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<tr>
<td>Log Trucks</td>
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<td></td>
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<td>$</td>
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<tr>
<td>Straight Trucks</td>
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<tr>
<td>Log Truck w/ Hay Racks</td>
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<td>Self-Loader</td>
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<td>Dump Trucks</td>
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<td>10-12 CY</td>
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<tr>
<td>End Dump</td>
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<td>$</td>
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<tr>
<td>Off-Road</td>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td>Lowboy</td>
<td></td>
<td></td>
<td>$</td>
<td>N/A</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>N/A</td>
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<tr>
<td>Other Equipment</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Steel Plates 8x12 (1-in thick)</td>
<td>8x12</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Quote Price/Week for 8 plates</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steel Plates 8x10 (1-in thick)</td>
<td>8x10</td>
<td></td>
<td>$</td>
<td>$</td>
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<tr>
<td>Quote Price/Week for 10 plates</td>
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<tr>
<td>Staff</td>
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</tr>
<tr>
<td>Superintendent</td>
<td></td>
<td></td>
<td>$</td>
<td>N/A</td>
</tr>
<tr>
<td>Faller</td>
<td></td>
<td></td>
<td>$</td>
<td>N/A</td>
</tr>
<tr>
<td>Flagger</td>
<td></td>
<td></td>
<td>$</td>
<td>N/A</td>
</tr>
<tr>
<td>Laborer</td>
<td></td>
<td></td>
<td>$</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**NOTES:**

*Mobe/Demobe price is to include both bringing equipment in and hauling equipment out (mobe/demobe) - it may be charged **one time per machine**. Work Trucks, job trailer, saws, safety equipment, lodging if not local, etc are considered incidental and should be included in loaded rates.

**Typical Fire suppression items, spill kits, and other standard items required during harvest on USFS lands are considered incidental and are to be included in mobe/demobe.

Signature: ____________________________ Date: ____________________________
Exhibit G – USFS Specifications
All equipment will be thoroughly spray washed to remove petroleum residue, dirt, seeds, vegetative matter or other debris that could contain seeds or aquatic invasive species. Cleaning must be done prior to entering the National Forest, and when equipment moves from or between project sites or areas known to be infested into other areas, infested or otherwise. Cleaning of the equipment may include pressure washing. An inspection will be required to ensure that equipment is clean before work can begin.

The contractor shall provide the appropriate signage to the construction sites and haul routes, as defined in the Manual on Uniform Traffic Control Devices (www.mutcd.fhwa.dot.gov/).

A Pollution and Erosion Control Plan must be submitted to the Contracting Officer’s Technical Representative (COR) prior to work and must include the following:

(i) Project Contact: Identify a project contact (name, phone number, an address) that will be responsible for implementing pollution and erosion control measures.

(ii) List and describe any hazardous material that would be used at the project site, including procedures for inventory, storage, handling, and monitoring; notification procedures; specific clean-up and disposal instructions for different products available on the site; proposed methods for disposal of spilled material; and employee training for spill containment.

(iii) Temporarily store any waste liquids generated at the staging areas under cover on an impervious surface, such as tarpaulins, until such time they can be properly transported to and treated at an approved facility for treatment of hazardous materials.

(iv) Procedures based on best management practices to confine, remove, and dispose of construction waste, including every type of debris, discharge water, concrete, cement, grout, washout facility, welding slag, petroleum product, or other hazardous materials generated, used, or stored on-site.

(v) Procedures to contain and control a spill of any hazardous material generated, used or stored on-site, including notification of proper authorities. Ensure that materials for emergency erosion and hazardous materials control are onsite (e.g., silt fence, straw bales, oil-absorbing floating boom whenever surface water is present).

(vi) Best management practices to confine vegetation and soil disturbance to the minimum area, and minimum length of time, as necessary to complete the action, and otherwise prevent or minimize erosion associated with the action area.

(vii) Steps to cease work under high flows, except for efforts to avoid or minimize resource damage.

If a previously unidentified archaeological or historical site(s) is encountered, the contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.
EQUIPMENT REQUIREMENTS

All maintenance work and fueling of equipment shall be done in an area approved by the COR which is at least 150 feet from any waterbody and where no damage to bodies of water will occur. All preventative maintenance, lubrication and fueling of equipment will be done outside of work hours. Approved oil absorbent pads will be placed under all equipment and vehicles being serviced or fueled, and used/soiled absorbent pads will be disposed of in large, sealed, and labeled trash bags and these will be disposed of off-Forest in an appropriate location, such as a transfer station that accepts hazardous materials.

If the Contractor maintains storage facilities for oil or oil products on project area, the Contractor shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any streams or other bodies of water. The Contractor shall not store more than 1,000 gallons of oil or fuel products on site. Dispensing of oil or oil products shall only be done within a designated area. Fuel nozzles shall not be left unattended and all hoses shall be stored immediately upon completion of use.

Pollutants such as fuels, lubricants, bitumen’s, sewage and other harmful material shall be controlled at the site and shall not be released into the environment. Wash water or waste waters from construction activities shall not be allowed to enter any stream or other waters. All contaminated soil, vegetation or debris resulting from the Contractor's operation shall be immediately contained and within 24 hours shall be removed from National Forest land at the Contractor's expense. The contractor shall furnish sorbent pads and loose sorbent material as follows: for each fuel or service vehicle, maintain in the vehicle a minimum of 100 sorbent pads and 100 pounds of particulate sorbent material. For all other equipment, maintain in the vehicle a minimum of 25 sorbent pads. Sorbent pads shall be heavy weight, minimum size 30” x 30” or as approved by the Contracting Officer’s Technical Representative (COR). All Federal, State, County, and Local regulation are to be followed.

Landscape Preservation

The Contractor shall give attention to the effect of contract operation upon the landscape, shall take care to maintain natural surroundings undamaged, and shall conduct the work at all times in compliance with the following requirements.

Prevention of the Landscape Defacement. The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawns, or other natural features or any other improvements in the work area unless specifically authorized by the Contracting Officer. Unless otherwise provided herein, the Contractor shall confine contract operations to within the areas designated in contract documents.

Protection of Streams, Lakes, and Reservoirs. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, small ponds, and reservoirs with fuels, oils, bitumens,
calcium chloride, silt, or other harmful materials. Mechanical equipment shall not be operated in live streams without written approval of the Contracting Officer.
The Contractor is authorized to use roads in the immediate construction project area for performance of work under this contract. The authorization is limited to roads necessary for direct access between the construction area and storage sites, disposal areas, and other work areas designated in the contract.
The roads authorized for use will be subject to the following general conditions:
(1) State laws governing traffic rules and equipment requirements on State and County Highways.
(2) Federal Regulations contained in 36 CFR 261.12. These regulations prohibit use in excess of State Codes for weight and size, damaging a road while using it, and blocking a road open to use by others.
The Contractor shall be responsible for and perform road maintenance commensurate with his use of Forest Service roads in the construction area.

TRASH AND REFUSE MATERIAL
Contractor shall remove all of its own trash and refuse from the contract area. Material to be removed includes, but is not limited to: chemical containers, used engine oil, oil filters, oil cans, grease cartridges, camp refuse such as tin cans, paper garbage, etc. All placement of sanitary facilities will require prior approval of the Contracting Officer.

PERSONAL PROTECTIVE EQUIPMENT

Safety Requirements - All State safety laws (OSHA) and safe climbing practices shall be followed. In operations where tree climbing operations is carried on, there must be a minimum crew of two (2) who must be in visible or audible signal with one another. At least two personnel with climbing experience and an extra set of climbing equipment must be available at the worksite to render assistance to the climber in an emergency.

A general safety plan shall be developed by the Contractor, which complies with or exceeds OSHA standards. It shall describe safety procedures for crew safety involved with all contract operations. Emergency numbers and communications shall be described in the plan. This plan shall be presented and reviewed by all crew members and be available to all crews at all sites during work periods as well as available to the Government for inspection at any time.
Each individual climber operating in the performance of this contract shall have final say as to if any tree is safe to climb or not to climb.

1. The Contractor will train in the safe operation and use of equipment to all workers using such equipment.
2. Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.
3. Defective or damaged personal protective equipment shall not be used.
4. The Contractor shall provide, at no cost to the employee, to each employee who operates a chain saw, chain
saw chaps and assure the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh to the top of the boot on each leg.
5. The Contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut resistant material which will protect the employee against contact with a running chain saw.
6. The Contractor shall provide, at no cost to the employee, and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.
7. The Contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.
8. The Contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise e.g., chain saw operation.
(End of clause)

POTENTIAL SAFETY HAZARDS
(a) Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. This list shall not be deemed to be all inclusive. The Contractor shall bear the sole responsibility for taking all appropriate actions necessary to prevent accidents and injuries to individuals at the worksite.
(b) The following checked activities have been identified by the Government as potential safety hazards.
[] Confined space entry.
[X] Temporary excavation/deep trenching/slope stability.
[X] Tree falling.
[X] Fall hazard from work heights exceeding six feet.
[] Blasting.
[X] Traffic control on high-volume and/or high-speed and/or limited visibility roads.
[X] Heavy equipment operation.
[X] Tree climbing and/or tower climbing.
[X] Hazards as a result of fire.
[X] Hazardous materials handling.
[] Electrical hazard.
[X] Hydraulic and/or pneumatic and/or other high pressure hazards.
[X] Mechanical hazards such as pulleys, springs, etc.
[X] Other: Uneven ground conditions, loose native surface materials
[X] Other: Dead hazard trees, snags, dead, overhanging tree limbs
PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.
(c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to fire fighting).

USE OF ROADS BY CONTRACTOR

The Contractor is authorized to use all roads under the jurisdiction of the Forest Service that are open and necessary for direct route access to the contract work sites for all activities necessary to complete each contract. This authorization is subject to the limitations described below, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

Keep existing roads open to all traffic during contract work and maintain them in a condition that will adequately accommodate traffic. Perform no work that interferes or conflicts with traffic or existing access to the roadway surface until a Written Plan or approval has been received for the satisfactory handling of traffic.

Provide and post Traffic Control Signs and Devices in conformance with the “Manual on Uniform Traffic Control Devices” (MUTCD), if applicable. Do not proceed with work on the project until all required signs are in place.

Before shutting down any operations, leave all travel ways in a condition suitable for traffic. Unless otherwise provided, traffic delays may not exceed 30 minutes.

Resource Protection – All adjacent standing trees shall be protected from line rub and from damage as logs are placed in-stream. All tailhold trees, block trees, and other special habitat features (such as snags and existing logs) shall also be protected from damage. Straps shall be utilized on all tailhold or block trees. Specialized cable rigging techniques (i.e., rider blocks, directional blocking, etc.) to achieve lift or directional control during log placement shall be utilized by the Contractor where appropriate to avoid damage to streambanks and other resources.

Soil disturbance on roads and project areas shall be minimized. All roadways shall be cleared of woody debris caused by this operation, including ditch lines and cut slopes. The Contractor, at no additional cost to the Government, shall restore any damage that occurs on bituminous surface treatment and paved surface roads, or drainage structures during implementation of this contract.
Work may be temporarily suspended if monitoring indicates that rainstorms have saturated soils to the extent that there is potential for road damage and for stream sedimentation.

Tracked equipment **will be** permitted on bituminous surface treatment and paved surface roads. Track protection devices, such as plywood, rubber mats, metal platform, will be necessary to avoid cleat damage when operating and moving over pavement. Contractor responsible for repair of any damage.

Contractor may need to establish and use multiple block setups to ensure protection of adjacent trees. Rigging lay-out shall ensure protection of corridor trees and minimize resource damage.