

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER		2. CONTRACT NO. (If any) AG-9JGP-C-17-0051		6. SHIP TO:				
3. ORDER NO. 129JGP19F0026		4. REQUISITION/REFERENCE NO. 951782		a. NAME OF CONSIGNEE USDA FOREST SERVICE				
5. ISSUING OFFICE (Address correspondence to) USDA FOREST SERVICE R5 CENT-CAL ACQ SERV AREA CCASA 631 COYOTE STREET NEVADA CITY CA 95959				b. STREET ADDRESS STANISLAUS NF SO SUPERVISOR OFFICE 19777 GREENLEY ROAD		c. CITY SONORA	d. STATE CA	e. ZIP CODE 95370
7. TO: DANNY OGDEN				f. SHIP VIA				
a. NAME OF CONTRACTOR CUTTING EDGE FORESTRY INC				8. TYPE OF ORDER				
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS PO BOX 300 1100021155				REFERENCE YOUR:		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY TALENT				e. STATE OR	f. ZIP CODE 97540-0300			
9. ACCOUNTING AND APPROPRIATION DATA FS00.ZZ.....0516NFXN7N18.2540...				10. REQUISITIONING OFFICE USDA FOREST SERVICE				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))							12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB								
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/15/2019		16. DISCOUNT TERMS	
a. INSPECTION Destination		b. ACCEPTANCE Destination						

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Jawbone Weed Treatment Task Order. Admin Office: USDA FOREST SERVICE R5 CENT-CAL ACQ SERV AREA CCASA 631 COYOTE STREET NEVADA CITY CA 95959 Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME		INVOICE PROCESSING PLATFORM IPP				\$296,069.85
b. STREET ADDRESS (or P.O. Box)		ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV				
c. CITY		d. STATE	e. ZIP CODE		\$296,069.85	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)			23. NAME (Typed) TRACY MARTINEZ TITLE: CONTRACTING/ORDERING OFFICER			
---	--	--	---	--	--	--

1. DESCRIPTION OF WORK

The purpose of this task order is to secure services for noxious weed eradication through ground application of herbicides, according to the attached specifications.

2. PROJECT LOCATION

Work areas are located on the Groveland Ranger District, Stanislaus National Forest, in Tuolumne County, California. See attached maps.

3. SPECIFIC WORK REQUIREMENTS

Work Item #1 – See attached SOW.

4. INSPECTION AND ACCEPTENCE See Attached

5. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984)

The Contractor shall be required to (a) commence work under this contract within _____ calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than DATE.

6. EVALUATION CRITERIA

Price, Availability, Past Performance, and Community Benefit will be considered for the “Best Value” evaluation. The order of importance corresponds with each criteria’s preceding order of appearance.

7. CONTRACTOR FURNISHED CRITICAL ITEMS

The Contractor shall provide all labor, housing, supervision, transportation, tools, and material (except Government-furnished Property) necessary to perform the requirements of the contract. Specifically, but not necessarily inclusive, the Contractor shall furnish:

8. GOVERNMENT FURNISHED PROPERTY

The Government will deliver to the Contractor the following listed materials, supplies, property, and/or services (hereinafter referred to as "Government-furnished property"). The Contractor shall be liable for all loss or damage of such Government-furnished property until completion and final acceptance of all work required under the contract. The Contractor shall sign a Transfer of Government property receipt upon acceptance of Government-furnished property. None Provided by Government.

9. CONTRACTING OFFICER’S REPRESENTATIVE

Name: Kim Williams
Telephone Number: 209-962-7825 ext 559
Email: kwilliams02@fs.fed.us

10. Deliveries or Performance

Work Timing

The Contractor shall begin work within 10 calendar days after the effective date of the Notice to Proceed and shall prosecute the work at a rate that will result in completion of all work within the following time frame:

Item No.1: Estimated Start Work Date/Contract Time (Calendar Days)

All Items April 15, 2019 14 Days

Failure to begin work on schedule will make the contract subject to immediate termination for default.

Delays due to normal adverse weather, weekends, and holidays have been included in the calculation of contract time. The Government reserves the right to set the priority of items or subitems. Contractor shall complete all work on one subitem before proceeding to another.

If this solicitation has more than one numbered item, award of more than one item to one contractor will not change the start work dates or the amount of contract time; times will run concurrently.

11. LIST OF ATTACHMENTS

The following attachments are made a part of this solicitation and any resultant contract.

TITLE	DESCRIPTION	# OF PAGES
Description/specification/work statement (included)	Specifications, inspections, Administration, Additional requirements	17
Vicinity Map		1
Item 1 Map		1
Item 2 Map		1
Item 3 Map		1
Data Sheet		1
Weed Identification Table	Pictures of weeds	5
<u>16-NDR-11694</u>	NDR Svc contract addendum	4

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF CONTRACT

The goal of this contract is to eradicate noxious weeds in rangeland and along roadsides. The purpose of this contract is to secure services for noxious weed eradication through ground application of herbicides, according to the attached specifications. The Contractor shall submit a Technical Proposal: See Section L (Evaluation Factors for Award).

Item 1: The herbicide clethodim (Select Max® or equivalent) will be applied as a directed application to annual grasses in an area totaling 1,693 acres. The target species is Medusahead grass (*Elymus caput-medusae*). The distribution of this species is not uniform through the area. All young, annual grasses which cannot be eliminated as possible Medusahead grass will be sprayed. The contractor will be required to walk the entire unit spraying annual grasses. There are rock outcrops and areas with surface water which will be avoided. In some areas, dense brush may exist, but the annual grasses will also be sprayed in these locations.

Item 2: The herbicide clopyralid (Transline® or equivalent) will be applied as a directed application to the non-native thistle species yellow star-thistle (*Centaurea solstitialis*), Italian thistle (*Carduus pycnocephalus*) and, bull thistle (*Cirsium vulgare*) in a unit totaling 25 acres. The thistles are mostly in distinct patches totaling at least 1.47 acres in the unit. The contractor is required to walk the entire unit spraying the targeted thistles. In some areas, dense brush may exist, but the targeted thistles will also be sprayed in these locations

Item 3: The herbicide glyphosate (Rodeo® or equivalent) will be applied as a directed application to tumble mustard (*Sisymbrium altissimum*) and Italian thistle in a unit totaling 130 acres. The tumble mustard has been mapped at approximately 98.14 acres, but it is not uniformly distributed. There are somewhat dense pockets as well as widely scattered individuals. The Italian thistle has been mapped in the past as several scattered colonies totaling approximately 0.1 acre. The contractor will walk the entire unit targeting tumble mustard and Italian thistle. In some areas, dense trees and brush may exist, but the targeted tumble mustard and thistle will also be sprayed in these locations.

The contractor shall furnish all labor, equipment, supervision, transportation, supplies (except those designated as Government-furnished) and incidentals to perform all work required under the terms and conditions of this contract. See C.15 Application Rate.

C.2 LOCATION AND DIRECTION TO THE WORK AREAS.

Work areas are located on the Groveland Ranger District, Stanislaus National Forest, in Tuolumne County, California. See maps in Section J.

It is the Contractor's responsibility to reach the work site. The Contracting Officer will determine the access routes to be used by vehicles transporting herbicides. Predicted access routes for herbicide transport are as follows: From the US Forest Service, Groveland Ranger District Office, head east on Highway 120 to the Cherry Lake Road (1N07) junction. Then head north on Cherry Lake Road to Forest Road 3N01 (Recreation Road 31). Turn west onto Road 3N01 and continue to the west to Forest Road 1N08. Turn south onto Road 1N08 and continue south for

about 1.5 miles. Veer right (west) onto Road 1N01. This is the beginning of the northern part of the project. The project area is accessed by Forest Roads 1N01, 1N09, 1N26, 1N32 and 1S63Y. These routes are subject to change and will be determined based on road conditions existing immediately prior to and during the implementation of the contract. The routes for herbicide transport may not necessarily be the shortest distance between units. The Government will not provide special maintenance to open roads or to keep roads open. All transportation of equipment, personnel, and supplies shall be the responsibility of the Contractor.

C.3 PROJECT AREA

The project area ranges in elevation from about 3,560 feet to about 4,240 feet. South, southeast, and southwest facing slopes dominate. However there are areas of north or northerly facing aspects. The area burned in the 2013 Rim Fire. Parts of the project area were also burned in fall of 2018 in a prescribed fire. The area is dominated by chaparral (including yerba santa, manzanita, mountain mahogany) and annual grassland. There are areas with surviving twenty to twenty-five year old conifer plantations, and areas which were salvage logged following the Rim Fire.

An area along a portion of Alder Creek and a tributary are excluded from the project (see map). The acreage of this exclusion area is not included in the project total acreage.

The perimeters of the work areas have been identified on the ground with flagging, spray paint or pin flags, and are shown on the maps contained in Section J. Where the maps and the on-ground designation conflict, the on-ground designation shall govern.

Control Areas that require special protection measures are designated on the ground with specific colored flagging. These protection measures shall be adhered to during all Contractor Operations.

If any new sensitive plants, archaeological sites or sensitive wildlife species are encountered by the Contractor, they shall be treated as protected areas and reported to the Contracting Officer's Representative immediately.

The gross size of work units has been determined using ArcGIS mapping.

C.4 PRE-WORK CONFERENCE (See Section H – Special Contract Requirements)

C.5 CONTRACTOR-FURNISHED PROPERTY AND EQUIPMENT REQUIREMENTS

The Contractor shall provide all labor, equipment, and materials necessary to support a ground application of liquid herbicide, including, but not limited to, the following:

The contractor shall provide the following herbicides, adjuvants and dye in factory sealed containers. The contractor will provide the estimated minimum herbicide volume for each Item. Application of herbicides over the minimum estimate up to the maximum estimate is at the sole discretion of the COR and shall be based on vegetation type, vegetation amounts, heights and the unit needs.

1. Herbicide and Adjuvant: Clethodim

- a. Herbicide Concentrate: Select Max®, EPA #59639-132 or equivalent herbicide in 2.5 gallon containers
 - b. Surfactant: Syl-Tac® non-ionic, CAS #2935-50167 in 2.5 gallon containers
 - c. Water Conditioner: Bronc® Max, CAS #2935-50174 or equivalent spray-grade ammonium sulfate product
 - d. Colorant: Becker-Underwood Colorfast Purple®
2. Herbicide and adjuvant: Glyphosate
 - a. Herbicide Concentrate: Rodeo®, EPA #62719-324 or equivalent herbicide in 2 ½ gallon containers
 - b. Surfactant: Syl-Tac® non-ionic, CAS #2935-50167 in 2 ½ gallon containers
 - c. Water Conditioner: Bronc® Max, CAS #2935-50174 or equivalent ammonium sulfate product
 - d. Colorant: Becker-Underwood Colorfast Purple®
3. Herbicide and adjuvant: Clopyralid
 - a. Herbicide Concentrate: Transline® herbicide, EPA #62719-259 or equivalent in 0.5 gallon containers or smaller
 - b. Surfactant: Syl-Tac® non-ionic, CAS #2935-50167 in 2 ½ gallon containers
 - c. Colorant: Becker-Underwood Colorfast Purple®
4. Stainless steel nozzles, with 50 mesh strainers, which will produce a type spray having a large droplet size at low pressure (1.05 kg/cm² or 15psi). Tee Jet XR 80-04 VS is an example of such a nozzle.
 5. Backpack sprayers, which shall be equipped with an in tank or in line pressure regulator allowing a maximum of 2.11 kg/cm² (30 psi) pressure.
 6. Clean water tank free of pesticide residue.
 7. All safety equipment listed on the herbicide labels and as required by State and Federal regulations shall be used. The State of California requires employers to provide and personnel on the project to wear chemical resistant gloves and eye protection whenever working with pesticides. Additionally, the following Forest Service requirements shall be met:
 - a. Hardhats without leather or other porous headband.
 - b. Disposable or washable long-sleeve coveralls. Clean coveralls, without tears, shall be worn each day.
 - c. Tee shirts and long pants shall be worn under coveralls.
 - d. Leather boots with socks.
 - e. Individual eye wash bottle (16 ounces of water), to be carried by applicator.
 8. Contractor shall have a Global Positioning System (GPS) and a mobile electronic device with GPS capabilities (i.e. smart phone, tablets) with a program capable of reading a .pdf map for each piece of equipment and/or crew. A good program example is Avenza. Devices using GPS must have sub-meter accuracy and be capable of accepting/uploading shapefiles or track logs compatible with ARCGIS 10.3 or newer.
 9. Trailer hitches used to tow equipment and/or trailers shall be securely mounted to the vehicle frame. Bumper hitches shall not be used unless specifically designed for towing heavy loads.

10. All valves capable of emptying herbicide from the batch tank, must be lockable.
 11. The Contractor shall supply a spill kit, containing:
 - a. A minimum of two 113.6 liter (30 gallon), 4 mil polyethylene garbage bags with ties
 - b. One square point shovel
 - c. One round point shovel
 - d. One push broom
 - e. One dust pan
 - f. 11.3 kilograms (25 lbs.) of absorbent material such as kitty litter
 - g. A spill plan with instructions on how to deal with a spill, names of Contractor's employees and their respective specialized training and authority to act in the clean-up of any possible spill, and includes names and phone numbers of certified OSHA HAZMAT workers or HAZMAT clean-up companies available to the contractor for spill clean-up.
- The Contractor may substitute a Power Sorb kit or other commercial spill kit upon approval of the Contracting Officer.
12. The Contractor shall be responsible for removal and disposal of all herbicide, dye and adjuvant containers, and other debris resulting from the operation.
 13. All other supplies and incidentals necessary to accomplish the contract while complying with herbicide label directions and pesticide applicator license requirements.
 14. The Contractor shall ensure that equipment (pickup trucks, trailers or other vehicles) moved onto National Forest Land is free of soil, vegetative matter or other debris which could contain seeds. This will prevent the introduction of new noxious weeds onto National Forest Land.

C.6 CONTRACTOR'S WORKFORCE

The Contractor should anticipate using multiple crews due to the contract timeframe. (Reference crew size C.11 Licensing, Safety and Supervision).

The contractor will train their crews to identify the target species and how to distinguish between target species and non-target species. For example, the crews need to know how to differentiate between the targeted annual grasses and non-targeted native perennial bunch grasses.

If additional crews are needed, beyond pre-work agreement, due to being behind schedule, the Contractor shall request in writing to the Contracting Officer the proposed new work schedule. The contractor shall give 48 hours' notice for one crew and 96 hours' notice for multiple crews.

If the Contractor fails to provide a crew as stated in the notice, the Government may assess liquidated damages of \$400/crew for one day. The Contractor may cancel a crew and incur no liquidated damages by submitting a written notice to the Contracting Officer 24 hours before cancellation.

C.7 GOVERNMENT FURNISHED PROPERTY AND SERVICES

1. Maps - Topographic maps showing the project area and individual project work areas.

2. Location markers (flagging, paint and/or wire flags) - Ground markers to locate boundaries of designated areas. All areas except roads will be identified on the ground.

C.8 CALIBRATION AND EQUIPMENT CHECK (See Section E)

C.9 PRIORITY OF WORK

The Contracting Officer will determine the order in which the units will be treated. Each unit shall be completed prior to moving on to the next unit unless otherwise agreed to by the Contracting Officer.

C.10 COMPLIANCE WITH COUNTY, STATE, AND FEDERAL REGULATION

The Contractor shall comply with all applicable County, State and Federal requirements, including, but not limited to, the Federal Environmental Protection Agency Worker Safety Standards, EPA publication 735-B-93-001 and California EPA regulations found in the Series A publications.

The Contractor shall also complete and file all reports (CCR 6626) with the local County Agricultural Commissioner and supply a copy of each to the Contracting Officer.

The Contractor shall complete all State of California application reports as required by State law. The Forest Service shall withhold \$5,000 from payments until Tuolumne County certifies receipt of all completed reports.

C.11 LICENSING, SAFETY AND SUPERVISION

The contractor shall obtain the insurance and licenses listed here.

MSPA Card (Form WH510): This contract [X] does [] 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.

Licensing and Safety Requirements: The Contractor shall have a current State of California Agriculture Pest Control Operator License including Category "E" (Forest), and Pest Control Business License, prior to the award of contract. The Contractor shall register this State License with the appropriate County Agriculture Commissioner(s) prior to beginning work.

The Contractor shall be required to provide the following:

1. Required permits.
2. Complete and file all reports, with a copy to the Contracting Officer.
3. Complete any other incidental requirements.

The Contractor's authorized representative(s) on site must, at a minimum, hold a current State of California Qualified Applicator Certificate (QAC).

The Contractor shall comply with the State of California Safety Orders found under the California Administrative Code and with the requirements of the Federal Worker Protection Standards (40 CFR, part 170). For further information regarding licensing requirements contact the California Department of Pesticide Regulation at (916) 445-4038, or online at www.cdpr.ca.gov.

The Contractor's authorized representative(s) possessing the QAC for the contract shall be at the work site at all times during herbicide application and shall be a non-working foreman. The Contractor or subcontractor shall designate a secondary QAC employee, with Category E endorsement, in the event the primary QAC holder is not on the work site. All such licenses shall be registered with Tuolumne County prior to any work.

In the absence of the Contractor from the job site, the Contractor shall designate a representative in writing. The Contractor shall list the extent of authority the representative will have on the job. The Contractor or the authorized representative shall be on the project area at all times. In the absence of the Contractor, the authorized representative shall receive orders and instructions from the Contracting Officer and shall take such action as is required to keep the job in progress under the terms of the contract. The person in charge of supervision on the job site shall have oral and written command of the English language and the language common to the crew.

As a minimum, there shall be one California Qualified Applicator (QAC) non-working foreman working directly with the application crew, which shall consist of optimally at least 5 applicators and not more than 10 applicators. This person must remain within audible distance of any Contractor or subcontractor employees applying herbicides.

All operations shall be performed in an organized manner, and in groups of whole crews. This includes, but is not limited to, arrival and completion of a unit.

Workers shall change their personal protective equipment (PPE) and under clothes and wash thoroughly, if the workers' PPE becomes sufficiently wet that spray solution soaks through the PPE and under clothes.

Maintain the organization and procedures described in the Offeror Technical Proposal.

Keep the crew organized so that units are covered systematically without skipped areas. The Contractor shall not scatter the crew over different parts of the unit.

C.12 DEFINITIONS

Adjuvant – Anything added to the herbicide with the exception of water. This includes drift control agents, surfactants, dyes, antifoam agents, acidifiers, etc.

Batch Tank – A mixing tank with a constant agitator that can be moved and operated separately from the clean water tank. For example, a tank mounted on a separate vehicle from the clean water tank or mounted on a trailer.

Blooming - The plants have open flowers.

Bolting - The weed is sending up a flower stalk where flowers are not yet open (blooming).

Broadcast Spray - The entire area where there are weeds in the unit, excluding protected areas, rock outcroppings, and non-target species, is to be sprayed with the herbicide mix at the specified rate.

Buffer: A zone between a treated area and a protected area designed to intercept airborne drift or soil borne movement of a particular herbicide.

Clean Water Tank - A tank that contains water for mixing and wash down. It must be free of all pesticide residues.

Directed Spray - An herbicide application where only specified species are sprayed and non-target species are avoided during application.

Herbicide - The concentrate before mixing occurs.

Herbicide Mixture or Mix - The herbicide plus water, adjuvant and dye.

Non-work Areas – Areas excluded from herbicide treatment.

Non-Target Species – All green plants which are not listed as Target Plants.

Sensitive Plants – Includes but is not limited to rare, threatened, endangered, or special emphasis species such as *Clarkia australis*, *Clarkia biloba* ssp. *australis* and *Mimulus pulchellus*.

Target Plants – Medusahead grass (*Elymus caput-medusae*), Italian thistle (*Carduus pycnocephalus*), yellow star-thistle (*Centaurea solstitialis*), tumble mustard (*Sisymbrium altissimum*), milk thistle (*Silybum marianum*), bull thistle (*Cirsium vulgare*) and woolly mullein (*Verbascum thapsus*).

Unit – A subdivision of a bid item with a closed perimeter.

Wash Down - Spray a contaminated non-target plant with wash down solution to runoff.

Wash down solution - Composed of 5 gallons (19 liters) of water and 2 oz. of liquid dish soap or one 3 oz. bar of soap per backpack of water.

C.13 WATER SOURCE

The Contractor shall use only Government designated water sources. The designated water source for this contract is located at the Groveland Ranger District office. If necessary, another water source may be selected by the Contracting Officer. Water shall not be drafted from creeks or streams.

C.14 STORING AND TRANSPORTING HERBICIDES

A. The herbicide concentrate shall be provided in the original container. Only the amount of herbicide concentrate estimated to be necessary to complete each day's work shall be transported to the job site.

- B. The Contractor shall coordinate with the Contracting Officer to ensure that a minimal amount of herbicide mix is moved.
- C. No overnight storage of herbicides or herbicide mix on National Forest land will be permitted.
- D. No transportation of open herbicide containers will be allowed. Containers shall be transported in a manner that shall not allow them to roll off the transport vehicle. Partly used containers must be securely resealed before movement. Herbicides should be stored away from workers food and in a separate, lockable compartment than workers.
- E. Herbicides shall be stored away from workers' food and in a separate, lockable compartment away from workers.

C.15 HERBICIDE APPLICATION RATE

- a) Clethodim rate of application shall be 9oz to 16oz per acre (Select Max® or equivalent) at estimated 30 gallons of mix per acre. The actual rate will be determined by the Forest Service at the time of application based on the labeled rates and the height of the Medusahead grass at the time of application.
- b) Clopyralid rate of application shall be up to 2/3 pt. per acre (Transline® or equivalent), at estimated 30 gallons of mix per acre. The actual rate will be determined by the Forest Service at the time of application based on the target species phenology.
- c) Glyphosate rate of application shall be a 0.4 to 1.5% solution (Rodeo® or equivalent), at an estimated 30 gallons per acre of mix. The actual rate will be determined by the Forest Service at the time of application based on the density and phenology of the target plants.

C.16 BATCHING OF HERBICIDE MIX

- A. The Contractor shall do all batching of herbicide mix in conformance with label instructions and all safety requirements.
- B. All batching of herbicide mix shall be done at the work site in the presence of the Contracting Officer or his/her representative. The Contracting Officer will designate the batching location.
- C. The Contractor shall review the application sites for the quantity of herbicide needed prior to mixing and mix **ONLY** the quantity needed to complete a site. The Contractor shall batch no more herbicide than is estimated to be necessary to complete each day's work, as designated by the Contracting Officer. This will reduce the amount of herbicide mix that is transported daily, minimizing chance of a spill.
- D. A typical clethodim herbicide mix is described below. This is for 10 gallons (37.8 liters) of herbicide mix.

Clethodim herbicide at a rate of 9 ounces per acre in 30 gallons of mix per acre

- 1. 32 ounces of Bronc® Max water conditioner

2. 3 ounces of Select Max® (0.1 liter)
 3. 5 ounces of Becker Underwood Colorfast Purple® (0.15 liter)
 4. 5 ounces of Syl-Tac® surfactant (0.15 liter)
 5. Sufficient water to equal 10 gallons of mix (37.8 liters)
- E. A typical glyphosate herbicide mix is described below. This is for 10 gallons (37.8 liters) of herbicide mix.

Glyphosate herbicide mix at 1 1/2%

6. 2 ounces of Bronc® Max water conditioner
 7. 20 ounces of Rodeo® Concentrate (0.6 liter)
 8. 5 ounces of Becker Underwood Colorfast Purple® (0.15 liter)
 9. 5 ounces of Syl-Tac® surfactant (0.15 liter)
 10. Sufficient water to equal 10 gallons of mix (37.8 liters)
- F. A typical clopyralid herbicide mix is described below. This is for 10 gallons (37.8 liters) of herbicide mix.

Clopyralid herbicide mix at up to 2/3 pint per acre at 30 gallons per acre

1. 1.8 ounces of Transline® (0.1 liter)
 2. 3 ounces of Becker Colorfast Purple® (0.1 liter)
 3. 5 ounces of Syl-Tac® surfactant (0.3 liter)
 4. Sufficient water to equal 10 gallons of mix (37.8 liters)
- G. Batching sequence is as follows:
- Clethodim or glyphosate:
1. First half of water needed for spray volume
 2. Begin agitation; continue throughout mixing
 3. Bronc Max®
 4. Clethodim or glyphosate
 5. Colorfast Purple®
 6. Syl-Tac®
 7. Remainder of the water to reach spray volume

Clopyralid:

1. ¾ of the water needed for spray volume
 2. Begin agitation; continue throughout mixing
 3. Transline®
 4. Colorfast Purple®
 5. Syl-Tac®
 6. Remainder of water to reach spray volume
- H. The herbicide mix shall be under as much agitation in the batch tank as needed to prevent separation while minimizing foaming. The batching process should be completed and a minimum agitation time of one minute shall be required prior to filling crew service containers.

All mix shall be sprayed out. The mix shall not sit overnight in the batch tank.

- I. Do not fill backpack sprayers within 50 feet of any seep, spring or stream with surface water.

C.17 APPLICATION OF HERBICIDE MIX

1. The herbicide application shall be conducted in a manner agreed upon by the Contractor and the Contracting Officer.
2. The Contractor shall be responsible for washing and cleaning out all equipment at the end of each work-day and at the end of the contract. The exact location for clean-up will be selected by the Contracting Officer.
3. The Contractor shall refrain from applying herbicide to rock outcroppings and surface water within the project area.
4. The Contracting Officer will use the following criteria to determine when application operations will cease:
 - a. Sustained wind velocity exceeds 5 miles per hour or gusts exceed 6 miles per hour.
 - b. If there is precipitation or a 70% or greater chance of rain is predicted within 24 hours.
 - c. Foggy weather.
 - d. Excessive dew on target plants.
 - e. Less than 30% relative humidity.
 - f. Temperature that exceeds 85 degrees Fahrenheit (29.4 degrees Celsius).
 - g. Temperature inversions that could lead to off-site movement of the herbicide mixture.
5. No application of herbicide will be allowed after precipitation until ground surface is no longer wet to the touch.
6. The color of flagging for work and non-work areas will be explained at the pre-work meeting.
7. Do not apply clethodim or clopyralid to saturated soil conditions (soils at field capacity).
8. The application rate and coverage shall be uniform throughout each unit although the amount of mix applied per acre will vary with plant density and size.
9. The Contractor shall spray to wet, but not to runoff, the leaves and stems over the entire plant for all the target vegetation to be treated.
10. The Contractor shall keep equipment in good operating condition, maintaining constant flow rate and nozzle pressure.
11. To avoid damaging nozzles the Contractor shall use a soft material such as natural or nylon bristle to clean the nozzles. Wire or other hard material that can enlarge the nozzle orifice, or otherwise damage the nozzle shall not be used.
12. Under no circumstances shall sprayers, containers, clothing, personnel or other contaminated materials be washed within 50 feet (15.2 meters) of any running or dry stream course, lake, reservoir, wet meadow, or other wet area.
13. For applications near perennial streams, intermittent and ephemeral drainages, seeps, springs and other conveyances of water, the following restrictions apply. These areas will be considered protected areas.

- a. For clopyralid or clethodim: a buffer of 50 feet from the edge of all water. Specific areas will be discussed at the pre-work meeting.
 - b. For glyphosate: A buffer of 10 feet from the edge of all water (perennial, intermittent or ephemeral drainages, seeps, or springs). Specific areas will be discussed at the pre-work meeting.
-
- a) No applications of clethodim or clopyralid will be allowed within 15 feet (4.6 m) of the edge of any intermittent or ephemeral stream, or special aquatic features which are *dry* at the time of application.
 - b) There is no buffer for glyphosate for intermittent or ephemeral streams which are dry at the time of application.
-
14. Non-target species shall be avoided to the extent possible.
-
15. There shall be at least one clean (i.e. triple rinsed) back-pack sprayer available per crew which is full of wash down solution. Non-target plants shall be washed down within 8 minutes of contamination by glyphosate. Individual spray bottles filled with wash down solution can be used.

C.18 WORK METHODS AND STANDARDS

1. The Contractor shall be responsible for traversing the entire unit and finding and treating targeted weeds.
2. Access routes for hoses and authorization of off-road vehicles will be allowed only with the approval of the Contracting Officer.
3. The Contractor shall keep equipment in good operating condition, maintaining constant flow rate and nozzle pressure on herbicide application or wash-down equipment. Damaged, worn, leaky or otherwise defective equipment will not be allowed in performance of this contract.
4. All vehicles shall remain on authorized roads only, except at locations designated by the Contracting Officer. Parking must occur in non-weedy sites and will be designated by the USFS.
5. Contractor shall protect improvements from damage and shall be responsible for their timely restoration if damaged by the Contractor's Operations. Improvements include water tanks, fences, gates, pipelines, culverts, existing roads, underground cables, guzzlers and all private property.
6. Protection of Cultural Resources. Locations of known historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by *American Antiquities Act of 1906*

(16 U.S.C. 431433), National Historic Preservation Act of 1966 (16 U.S.C. 470), and implementing regulations (36 CFR 800), the *American Indian Religious Freedom Act*, and the *Archaeological Resources Protection Act of 1979 (PL 96-95 and 36 CFR 261.9(e))* will be identified on the ground by the Forest Service. The Forest Service may unilaterally modify or cancel all or portions of this contract to protect an area, object of antiquity, artifact, or similar object which is or maybe entitled to protection under these Acts regardless of when the area, object or artifact is discovered or identified. Discovery of such areas or objects by either party shall be promptly reported to the other party.

The Contractor shall protect all known and identified or discovered historic or prehistoric sites, buildings, objects, and properties against destruction, obliteration, removal or damage during the Contractor's operations. The Contractor shall immediately halt and notify the Forest Service if damage occurs to any cultural resources and immediately halt operations in the vicinity of the resource where damage occurred until the Forest Service authorizes the Contractor to proceed. If such damage is negligently or willfully caused by the Contractor's operations, the Contractor shall bear the costs of investigation and restoration in accordance with 36 CFR 296.14(c), provided that such payment shall not relieve the Contractor from civil or criminal remedies otherwise provided by law.

7. Control Areas (CA), shall be protected by avoidance or as directed by the Contracting Officer. Control Areas are identified on the Project Maps (Section J) and on the ground with flagging.

C.19 HERBICIDE SPILLS

Prior to application, the Contractor shall read, understand, and agree to abide by all requirements in the Forest Service Herbicide Safety/Spill plans as provided by the Contracting Officer. If a spill occurs on National Forest lands, actions required of the Contractor include, but are not limited to:

1. Take action immediately to safely contain the spill. Contractor shall keep the contamination to a minimum and apply appropriate spill decontamination procedures.
2. If a spill involves a vehicle accident, attend to injuries first then notify the appropriate Forest Service personnel.
3. Notify the Contracting Officer's Representative on site. If this person is not available, call Stanislaus National Forest Dispatcher in Sonora at (209) 533-1130 immediately. If there is no answer call 911.
4. Be under the direction of the Contracting Officer during the spill cleanup.
5. Be liable for all costs of damages, cleanup, decontamination, and disposal at an approved site.

C.20 DISPOSAL OF CONTAINERS

The Contractor shall dispose of the containers in the following manner:

1. Follow County, State, and Federal regulations in the disposal of the empty herbicide containers.
2. The Contractor shall keep a log that describes how and where the herbicide containers were disposed. A copy of this log shall be provided to the Contracting Officer. Certification of disposal at an approved dumpsite is required prior to the final contract payment. The Contractor is responsible for cost of disposal.

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 address: www.aquisition.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) 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: 1/50 acre

E.2 Specific Inspection Procedures

The Contracting Officer will make visual inspections while work is in progress for compliance with the terms of the contract.

Additionally, the Contracting Officer may make a systematic inspection using 1/50th acre (16.7 foot radius circle on a horizontal plane) plots to calculate an inspection quality based on application coverage and crop tree damage. Plots will be selected randomly and will not overlap. Sufficient plots will be taken to achieve a 1% sample of the treatment area (i.e. 1 plot for every 2 acres). Results will be recorded on inspection forms.

The quality of application coverage will be determined by observing the indicator dye or colorant on the target vegetation surfaces. To determine this, the inspection plots will be divided into four (4) quadrants on cardinal directions (North, South, East and West). Each quadrant will be examined for coverage. If more than 90% of the target vegetation surfaces within the quadrant have been treated to specifications, it will be considered acceptable.

To determine the percent satisfactory coverage, the number of acceptable quadrants will be divided by the total number of quadrants examined, then multiplied by 100 to give a percentage. For example, out of a total of 30 plots examined (120 quadrants), 112 quadrants received acceptable coverage:

$$\text{FORMULA: } 112 / 120 \times 100 = 93 \%$$

E.3 Acceptance

Work on this contract will be deemed acceptable when the government's visual inspections show acceptable performance and sample plot data indicate a work quality of 90% or higher.

The following clauses which affect acceptance are incorporated by reference in Section I:

Responsibility for Supplies, Clause 52.246-16

Use and possession, Clause 52.236-11

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 inspection 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.

E.5 Calibration and Equipment Check

Prior to, and at any time during work, the Contracting Officer reserves the right to inspect, test, and approve all equipment used in performance of the contract.

The Contracting Officer may check any or all equipment for safety and defects and require correction before work can continue.

Prior to, and at any time during work, the Contracting Officer reserves the right to test, inspect, and approve the herbicide.

At start of work, all tanks and hoses will be inspected for leaks and proper connections.

Prior to and at any time during work the Contractor may be required to calibrate his/her equipment in the presence of the Contracting Officer.

CONTRACT ADMINISTRATION DATA

Notice to Proceed.

A. No work may begin on this contract until the Contracting Officer has issued a Notice to Proceed.

Payment

Payment will be made in full if inspection results are 90 percent or higher. If inspection results are below 90 percent, a deduction will be made equal to 2 percent for every 1 percent below 90. For example, if inspection results are 87 percent, the bid price would be reduced by 6 percent. No payment will be made if results are less than 80 percent.

Deductions In accordance with the inspection clause, payment may be made for less than fully acceptable work at a reduced price. Other exceptions are noted below:

Liquidated damages will be charged as follows:

Trees determined to be “damaged” will be charged for at the rate of \$ 1.00 per tree. Such charges will be deducted from earnings. The number of trees to be charged for will be calculated as follows: total number of damaged trees from the inspection record, multiplied by the reciprocal of the plot size, times the number of acres in the pay item, divided by the total number of plots taken, plus trees determined to be damaged under care of trees specifications.

Contract Release.

Before final payment will be made the Contractor shall sign a release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically accepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

A Contract Release FS-6300-0016 must be uploaded with request/invoice for final payment in IPP, before final payment will be approved/completed.

State of California HUD Additional Requirements




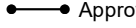
This contract is funded with HUD Funds therefore additional State of California Department of Housing And Community Development Provisions are included at the addendum attached.

Additional guidance is provided for the Forest and Watershed Health Program (“FWHP”) and is included under certain Cooperative Endeavor Agreement (“CEA”), and requires compliance in several areas such as:

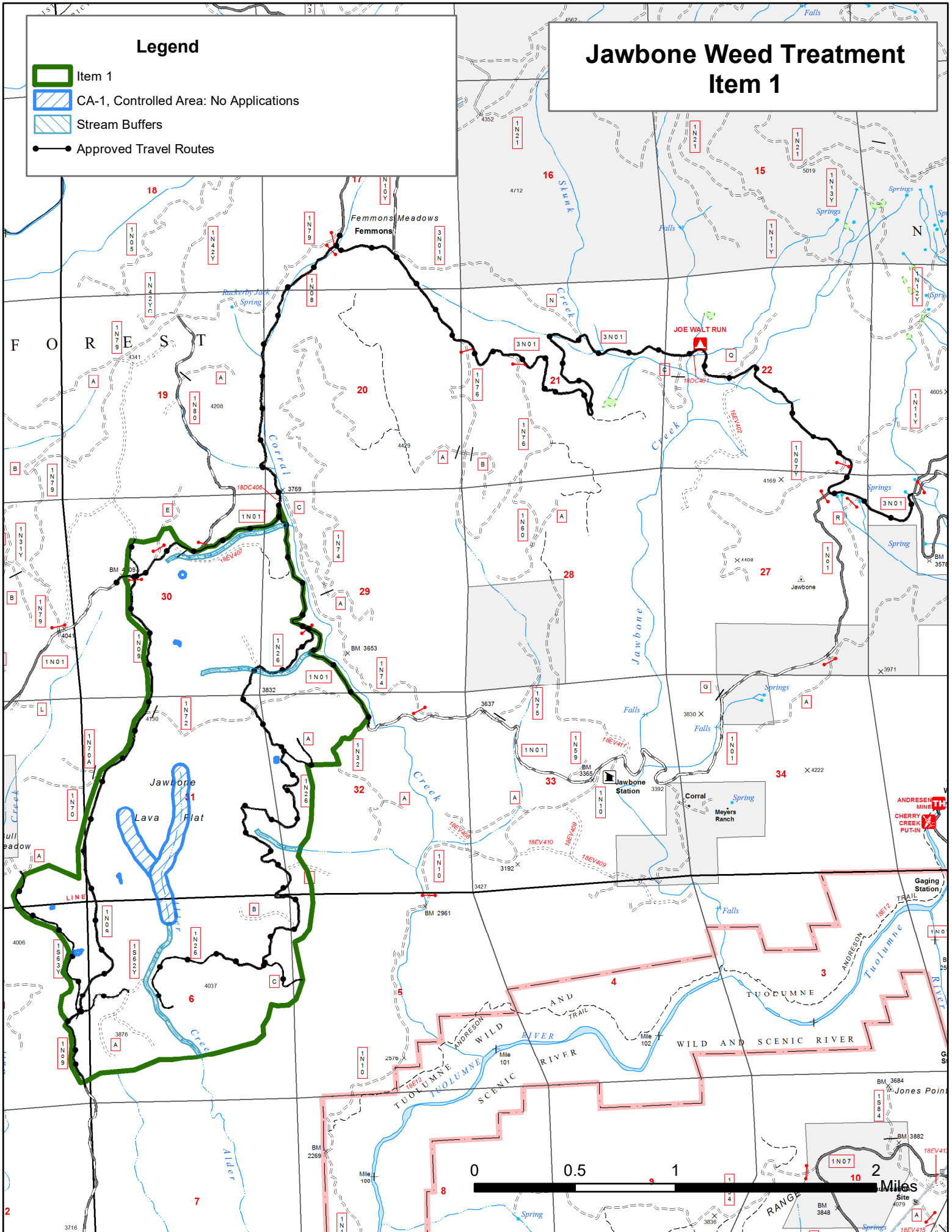
- Anti-Lobbying Certification
- Maintain licensing, permits, insurances,
- Follow federal, state and local laws, rules, regulations, ordinances, guidelines and building codes
- Allow access to records and retaining all financial records.
- Contractor under this agreement is subject to mandatory standards and policies relating to energy efficiency
- Comply with Acts regarding Procurement of Recovered Materials
- Comply with Executive Order 12549, “Debarment and Suspension,”
- Comply with Section 3 Requirements: Procurement for Contracts and Subcontracts at or above \$100,000 and Section 3 Numerical Goals/Targets

See attached 16-NDR-11694 for detailed information.




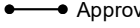
Legend

-  Item 1
-  CA-1, Controlled Area: No Applications
-  Stream Buffers
-  Approved Travel Routes

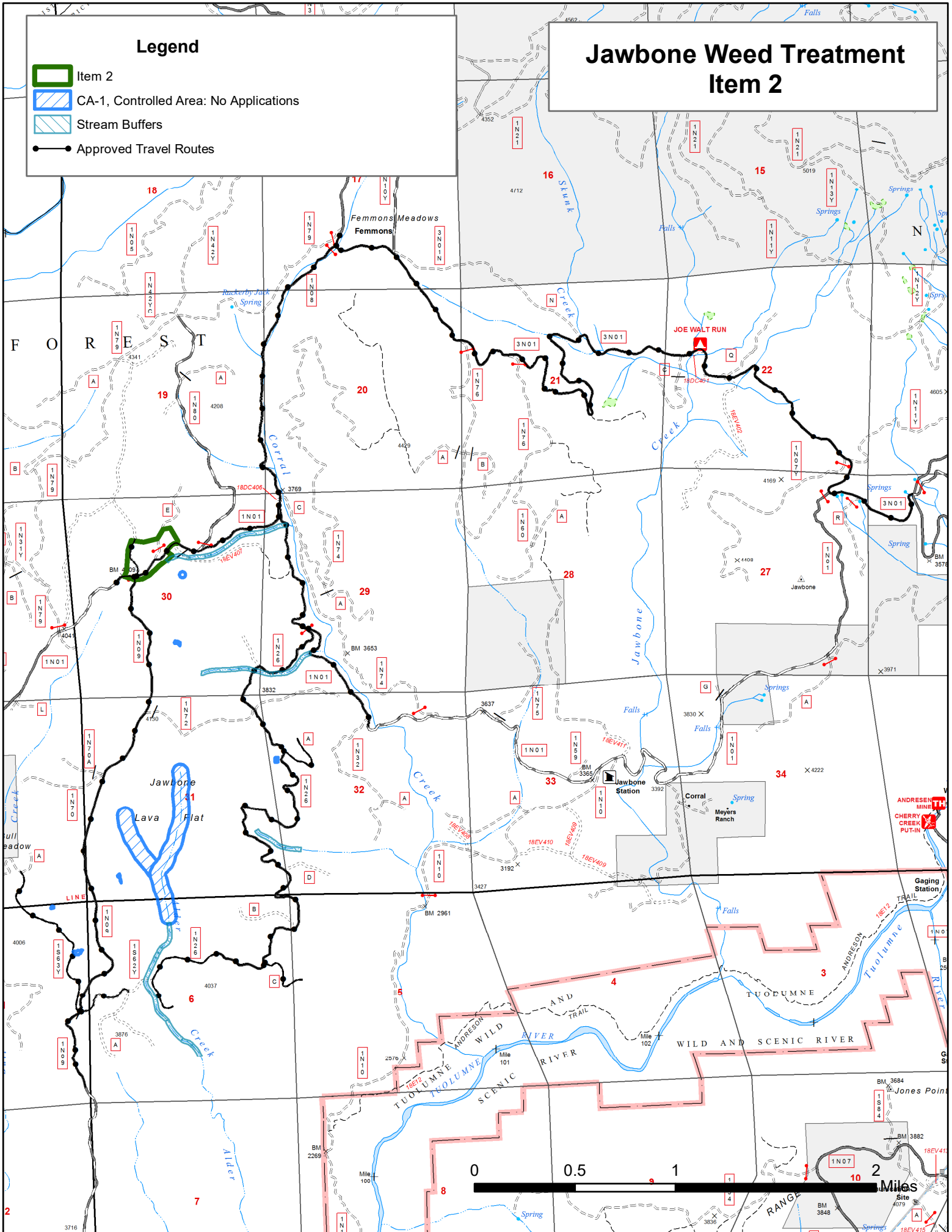
Jawbone Weed Treatment Item 1






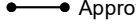
Legend

-  Item 2
-  CA-1, Controlled Area: No Applications
-  Stream Buffers
-  Approved Travel Routes

Jawbone Weed Treatment Item 2



Legend

-  Item 3
-  CA-1, Controlled Area: No Applications
-  Stream Buffers
-  Approved Travel Routes

Jawbone Weed Treatment Item 3

