ATTACHMENT 1 - APPENDIX A

PERFORMANCE WORK STATEMENT FOR SERVICE WORK ITEMS

SECTION I – DESCRIPTION OF WORK:

The objectives of this project are to improve health and resiliency across the landscape in post-fire stands within recent wildfire footprints, to reduce fuels and snags to prepare the landscape for future fire, and limit excessive fuel accumulation, especially within and adjacent to communities, and increase the resilience of remnant green stands not effected by the Park Fire. Project activities include:

1. cut, skid and deck Included Timber from the contract area – 1024 Acres,
2. remove Included Timber from the contract area,
3. perform pre-haul, during haul and post haul road maintenance,
4. reconstruct timber haul roads.

SECTION II – WORK ITEMS

Mandatory Item 1: Cut, Skid and Deck Included Timber: Units – 5, 6, 8, 27, 28, 30, 31, 43, 59, 65, 69, 71, 83, 85, 87, 88 (1,024 Acres)

Unit	Acres
5	94
6	30
8	45
27	19
28	68
30	33
31	28
43	36
59	258
65	166
69	9
71	78
83	66
85	48
87	29
88	17
Total	1,024

Cut Specifications: Appendix B Specifications for mechanical operations apply. Key requirements are restated below due to importance.

1. Cut, Skid and Deck all dead conifer trees greater than 3.0” DBH that are 100% fire killed and fire damaged conifer trees greater than 3.0” DBH that have 25% or less live crown ratio. See C2.353# Designation by Damage Class in Appendix B.

2. Live conifers with greater than 25% green crown remaining shall be retained as Leave Trees.

3. The Contractor shall minimize damage to residual green trees. This requirement is of particular importance to the government. Damage done will negatively affect the past performance report(s) prepared in the Contractor Performance Assessment Rating System.

4. As stated in the solicitation, no mechanical operations shall occur within stream course Equipment Exclusion Zones or other Restricted Areas identified on the ground and/or shown on Contract Area Map.

5. All trees shall be cut with a maximum allowable stump height of 12 inches as measured from the high side of the tree. Stump heights can be higher on slopes of 35 percent or more.

6. Operations may occur when soil is dry; that is, soil moisture in the upper 8 inches is not sufficient to allow a soil sample to be squeezed and hold its shape or will crumble when the hand is tapped.

7. Operations may occur when the ground is frozen to a depth of 5 inches, or snow depth is at least 18 inches or machine compacted to 8 inches.

8. Within the Riparian Conservation Areas (RCAs) identified on the ground and/or shown on Contract Area Map, limit turning of equipment.

9. Feller bunchers may reach in from the edge of the Equipment Exclusion Zones (EEZs) to cut and remove additional trees where it is feasible without disturbing soil.

10. <u>Landings specifications:</u>
    a. Decked material shall be placed in the back or along the sides of the landings to allow for future log truck or chipping operations. All trees or logs shall be facing in the same direction with the butt ends facing the center of the landing. Butt ends of trees or logs shall be even in the decks.
    b. No landings shall be placed in Riparian Conservation Areas (RCAs) or Special Measure Areas (SMAs).

<u>Mandatory Item 2: Removal of Included Timber: Units – 5, 6, 8, 27, 28, 30, 31, 43, 59, 65, 69, 71, 83, 85, 87, 88</u>

1. Remove from Contract Area, all Included Timber which meet the minimum tree specifications as identified in Appendix B. All specifications of Appendix B apply to product removal.

2. Remaining slash at the landing that does not meet the minimum specifications for removal shall be piled for disposal by the Forest Service. Any residual chips or bark left at landings, not feasible to remove, shall be spread to a depth no greater than 6." Refer to Appendix B, C6.7# - Slash Disposal.

3. Product accounting will be accomplished through 100% Weight Scale. Refer to Appendix B, B6.81 and C6.815. Contractor may request the use of Load Count Services, per C6.817# (Option 2), when desired final delivery point does not have Forest Service approved electronic scales and/or the ability to perform Third-Party Scaling.

<u>Mandatory Items 3-5: Pre-Haul, During-Haul and Post-Haul Road Maintenance</u>

1. Contractor shall maintain roads, commensurate with use, in accordance with Appendix C road maintenance requirements. The timing of work accomplishment shall be based on Contractor's Operating Schedule. Unless agreed in writing, prehaul maintenance shall be completed on any portion of road prior to hauling on that portion. Maintenance, as used in this contract, does not include road reconstruction or repairs of an extraordinary nature.

Mandatory Items 6-17: Road Reconstruction

1. See Appendix D for road reconstruction requirements. The following roads are being treated under this contract. All construction staking shall be performed by the Forest Service before clearing. Unless otherwise agreed in writing, road reconstruction shall be completed on any portion of road prior to hauling on that portion. The road reconstruction work is specified using the FP-24, Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, as amended and supplemented (English) by the U.S. Forest Service.

Road Reconstruction Work

Road No.	Road Name	Design Class	Termini	Work Class	Maint. Level	Approx. Mi
28N06	Big Bend	Single Lane 20 mph	0.00 - 3.05	R	3	3.05
28N06A	Hole-In-The-Ground CG	Single Lane 10 mph	0.00 - 0.45	R	3	0.45
28N22	Little Jones Valley	Single Lane 15 mph	0.00 - 1.35	R	2	1.35
29N32	Little Round Valley Loop	Single Lane 15 mph	0.00 - 1.73	R	2	1.73

C = Construction **R = Reconstruction**

SECTION III – CONTROL OF WORK

The Contractor agrees to conduct its operations under this contract and other related business activities in compliance with Federal, State, and local statutes, standards, orders, permits and other regulations.

The Contractor shall meet all State and local environmental quality laws applicable to National Forest system lands.

Work may be done any time during the term of the contract, except under the following conditions:

1) When conditions are such that operations shall be restricted or ceased due to increased fire risk.

2) When winter recreational opportunities would be disrupted by operations. As a result, **no operations will be permitted from December 26 – March 31 along CA Hwy 172 and Forest Service Road 29N48**, unless otherwise agreed to by the Forest Service in writing.

3) When seasonal operating restrictions for Wildlife are in effect. All active nest sites and areas of restriction are shown on CAM and listed in the solicitation under Protection Measures Needed for Plants Animals, Cultural Resources, and Cave Resources. Restrictions would apply:

    a. If new nests are discovered

    b. If any cultural or archeological sites are discovered during operations of this contract, work will be suspended in the immediate vicinity of the site until a reconnaissance survey is completed by the Forest Archeologist. Areas excluded from treatment shall be deleted from the contract.

4) Operations may occur when soil is dry; that is, soil moisture in the upper 8 inches is not sufficient to allow a soil sample to be squeezed and hold its shape or will crumble when the hand is tapped.

5) Operations may occur when the ground is frozen to a depth of 5 inches, or snow depth is at least 18 inches or machine compacted to 8 inches.

SECTION IV – INSPECTION AND ACCEPTANCE

For All Work Items:

At any point during the project, the Contractor and/or Project Manager may request (documented through email, text, or hand-written request) an in-the-field consultation with the Forest Service to inspect work progress, review contract specifications, or clarify issues. The Forest Service shall respond to Contractor's request within 5 working days, excluding weekends and federal holidays.

GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

Government Inspection Procedures - The COR, or a designated inspector (GTM), will make periodic inspections while work is in progress, usually daily at first, as needed to ensure work is proceeding satisfactorily. The Contractor shall notify the COR when units are started, when problems are encountered and when contract work needs government oversight.

1. Each unit will be inspected as a separate unit. Unit will not be averaged with other units for acceptance or payment.

2. When units are completed and ready for government inspection, Contractor's designated Project manager shall request unit inspection in writing, prior to moving out of the general area.

3. The COR, or designated inspector, will determine compliance with contract specifications through informal visual inspections. In the event visual inspection indicates work to be in non-compliance with specifications, prompt corrective action and/or rework shall be required.

Government Inspection Procedures – Mandatory Item 1

1. In the event visual inspection indicates work and / or rework to be in non-compliance with contract specifications, a series of verification plots shall be installed by the Government to determine compliance with specifications and percent of satisfactory work for treatment of each unit not meeting specification as observed with visual inspection.

2. Government verification plots will consist of a series of fixed area plots and variable radius plots along transects to record whether the DxDAM prescription is being met and to what extent.

3. Plots and grid will be distributed so that a representative sample is obtained.

4. The COR or designated inspector will mark the center of each plot on the ground using flagging, stakes, or pin flags. Additional flagging will be hung near the plot center so that it may be seen from a distance. The inspector will include the plot number, their initials and date on the flagging.

5. Plots will be numbered to correlate with the inspection form and transects on a unit map.

6. The minimum number of verification plots, per treatment unit, shall be as follows:

Unit Acreage	Minimum No. of Plots

1 – 9	1 plot per 2 acres
10 – 29	10 plots
30 – 59	1 plot per 4 acres
60 – 99	20 plots
100	1 plot per 5 acres

7. Determination of acceptability of the work performed will be based on Government verification inspections and will be considered conclusive.

Government Inspection Procedures – Mandatory Item 2

1) The COR, Timber Sale Administrator, or a designated inspector (GTM), will make periodic inspections of landing slash requirements, and utilization and removal of included products. Sale Administrators will inspect loads in transit per standard utilization inspection procedures.

Government Inspection Procedures – Mandatory Items 3-5 and 6-17.

1) The COR, or designated inspector, will determine compliance with contract specifications through informal visual inspections and/or as specified within Section 109 Acceptance of the FP-24 Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects as supplemented by the USFS. In the event visual inspection indicates work to be in non-compliance with specifications, prompt corrective action and/or rework shall be required.

Government Inspection Procedures – Mandatory Items 1-17

Table 1 – Minimum Acceptable Quality Levels (AQL) of Work

ITEM	DESCRIPTION	SCHEDULE	UNIT	Min AQL
1	Cut, Skid and Deck Included Timber	MANDATORY	ACRE	95%
2	Removal of Included Timber	MANDATORY	TON	100%
3-5	Road Maintenance	MANDATORY	MILES	95%
6-17	Road Reconstruction	MANDATORY	Varies per FP-14	100%

Unsatisfactory Performance

1. If the work quality falls below the minimum AQL, the COR will immediately notify the Contractor, in writing, and order the contractor to improve the quality of subsequent tree cutting.

2. If after rework has been performed and reinspected, and work quality still falls below minimum AQL percent, payment will either be made at a reduced rate, or not at all, as determined in SECTION V below.

3. Repeated failure to produce work quality at or above the minimum acceptable standard will be considered reason for contract termination for cause.

Reinspection Upon Contractor Request

1. If Government inspection results are unacceptable to the Contractor, a reinspection may be requested, in writing, within 5 business days after receipt of notice of said inspection results. The same inspection procedure will be used; however, the inspection pattern will be shifted so that new inspection plots will not overlap previously inspected plots.

2. If reinspection results – rounded up to the nearest whole percent – indicate a variance of more than 5 percent from the first inspection, the results of the second inspection will be used to calculate work quality and payment, and the Government will bear the cost of reinspection.

3. If reinspection results – rounded up to the nearest whole percent – are within 5 percent of the first inspection, plots from the initial inspection and the reinspection will be combined and used to calculate work quality and payment, and the Contractor shall bear the cost of reinspection.

SECTION V – PAYMENT METHODS

Method of Measurement for Acreages

Acreages were determined by using Global Positioning Systems (GPS) or digitized using GIS mapping. Some unit boundaries are flagged, the majority of boundaries are virtual.

Discernable Boundaries are boundary locations that are readily identifiable features on the ground in locations shown on the Contract Area Map. A Geo-Fence is a location on the ground corresponding to the boundary location shown on a mobile mapping device using a Global Positioning System (GPS) Receiver using a digital vector file/shapefile. The digital vector file/shapefile will be provided as an attachment to the Contractor by the Forest Service at award. A digital list of the coordinates can be provided upon request.

Contractor is responsible for obtaining a GPS receiver(s) that is capable of determining the location of the geo-fence boundary within the contract tolerance. Allowable contract tolerance is 25 feet.

Forest Service inspection of treatment boundaries shall be conducted to determine treatments are within the allowable contract tolerance using the digital vector file/shapefile referenced above using a GPS Receiver with a minimum, tested accuracy in a Light- Medium canopy of 25 feet.

National Technology Development Program GPS Receiver accuracy reports by GPS manufacturer and model are available at: https://www.fs.usda.gov/database/gps/mtdcrept/accuracy/index.htm. Forest Service determination of boundary location will be final.

In case of a major disruption in GPS service, or lack of GPS coverage on the Contract Area beyond the control of the Contractor, as determined by the Contracting Officer, extension of time may be granted by Contracting Officer when requested in writing by Contractor in accordance with 52.212-4 (f) Excusable Delays. To resolve major disruption of GPS service, or lack of GPS coverage on the Contract Area, the Forest Service may elect to Mark Geo-Fence boundaries on the ground, in which case the Forest Service's determination of boundary location will be final.

The acreage for each work item will be rounded to the nearest acre and is final unless:

a. The contract is modified or,
b. The Government makes a determination to remeasure or,
c. The Contractor exercises his/her option under the following Remeasurement provisions:

Remeasurement

1. The Contractor may request, in writing, remeasurement of any units under this contract if he/she feels that acreage stated on the project maps is incorrect. The remeasurement must be within the existing perimeter of the respective unit. No variance of the unit perimeters as laid out on the ground for this contract will be allowed. All requests for remeasurement must be made prior to payment for each completed unit. Remeasurement will be performed by the Government.

2. If remeasurement indicates that a variance of ten percent or less exists on units of 1 to 5 acres, five percent or less exists on units of more than five but less than 20 acres, or if three percent or less exists on units of 20 acres or larger, the Contractor shall pay for the actual costs of the remeasurement. Under this condition, payment will be made on the acreage stated on the project maps. If the remeasurement indicates the actual acreage varies by more than the above factors from that stated on the project maps, the payment will be made on the remeasured acreage and the Forest Service will pay for the cost of the remeasurement.

Acceptance and Payment – Mandatory Item 1 - Cut, Skid and Deck Included Timber

1. Percentages as calculated herein shall be rounded to the nearest whole percent. No allowance for variation or portion of a variation will be added which will create a percentage greater than 100 percent.
2. If informal visual inspection indicates acceptable work quality, the Contractor will be paid 100 percent of their bid rate.
3. In the event that formal inspections are used, the rate of payment to the Contractor will be calculated as follows:
   (a) A 5% adjustment shall be applied to measured work quality to account for statistical variation.
   (b) For work quality of 95 percent or higher, the Contractor will be paid 100 percent of their bid rate.
   (c) For work quality from 89 to 94 percent, the Contractor will be paid the total multiplied by the unit rate unless the contractor opt to rework the acres.
   (d) Acreages below 89% shall be reworked.
   (e) If after rework, the percentage of satifactory is still below 89, there will be no payment made to for each acre not meeting AQL.

Acceptance and Payment – Mandatory Item 2 - Removal of Included Timber

Full payment will be made when visual and/or measurement inspection indicates specifications have been met for utilization and landing slash treatment specifications. Payment shall be made for the actual tons of product removed Not to Exceed the total tonnage awarded. The contractor shall provide acceptable proof of transport for quantities invoiced. Removal of material in excess of the awarded amount shall not be performed without contract modification.

Acceptance and Payment – Items 3-5 Road Maintenance

Full payment will be made when visual and/or measurement inspection indicates specifications have been met and the required work for each road has been completed per Appendix C. One rework opportunity will be allowed for this item.

Acceptance and Payment – 6-17 - Road Maintenance and ~~Specified~~ Road Reconstruction

Full payment will be made when visual and/or measurement inspection indicates specifications have been met and the required schedule of items for each road have been completed. Measurement and payment will be in accordance with the applicable section in FP-24 for each line item. If informal visual inspection indicates acceptable work quality, the Contractor will be paid 100 percent of their bid rate.

*** Stewardship Credits will be earned first, whenever practical. Forest Service Funds will be used if the availability of Stewardship Credits is exhausted or if appropriated dollars are obligated to a specific item.**

SECTION VI – DEFINITIONS

ACCEPTABLE QUALITY LEVEL (AQL): Acceptance of work will be based on compliance with all specifications corresponding to the appropriate task(s). A minimum AQL is required for all service work – hand or mechanical. The minimum AQL will receive a satisfactory performance rating.

BIOMASS TREES: Any conifer between 3.0 – 9.9 inches DBH.

BOLE SPACING: The horizontal distance in feet from the edge of one leave tree bole to another leave tree bole, measured from the outside bark of each tree.

BROWNS TRANSECT: A line intercept method for measuring the amount of fuel on the ground.

BRUSH: Vegetation consisting of shrub species with single or multi-stems originating at or near ground level not normally reaching more than 15 feet in height.

CIRCULAR PLOT: A sample plot within a thinning unit that is used to determine the number of desirable trees and other contract specifications.

COARSE WOODY DEBRIS: Woody material left on the ground to meet wildlife habitat requirements.

CROWN RATIO: The ratio of live crown length (tip of leader to base of the crown) to total tree length/height.

CROWN SPACING: The horizontal distance in feet between the dripline of a live crown to another live crown.

CLEARCUT: A cutting prescription in which all trees within a boundary are designated to be cut.

CUT TREES: Trees that do not possess the characteristics of desirable leave trees and are required to be cut. As described by the contract or otherwise marked to be cut.

CUTTING UNIT: See Treatment Unit definition

DAMAGED TREES: Trees damaged beyond recovery. A tree that is larger than 2 feet in height, and has the top knocked out, is leaning more than 10 degrees, has less than one half of its original limbs, or has approximately 50% of bark removed from the circumference of the bole.

DBH: Diameter at breast height, measured at a point of 4.5 feet above the ground level on the uphill side of the tree.

DECKING: Stockpiling of trees in a designated area.

DEAD/DYING TREES: Trees with the crown foliage changing from green to red, yellow, or needleless. Any tree that has pitch tubes indicating Mountain Pine Beetle infestation.

DESIGNATION BY SPECIES AND DIAMETER (DXSD): A cutting prescription in which species and diameter are used to determine which trees will be left and which will be cut.

DIB: Diameter inside bark.

HANG-UP TREE: Any cut tree suspended above ground level.

HEALTHY REGENERATION: Young, healthy, dwarf mistletoe free conifers, less than 4.9 inches in diameter, free of defect or characteristics.

LEAVE TREE: Trees that possess desirable characteristics and that serve to create the basis for designated spacing requirements or are otherwise designated to be left.

LOPPING AND/OR SCATTERING: Cutting limbs from trunks of cut trees, bucking, and moving and rearranging of slash concentrations to reduce the fuel bed height as specified.

NON-SAWTIMBER TREE: For all conifer species, minimum diameter of 5 inches DBH to minimum diameter by species identified in Appendix B, Division A.

OVERSTORY REMOVAL: A cutting prescription where all trees greater than a specified size are cut. Trees less than the specified size are protected.

PAYMENT UNIT: See Treatment Unit.

PILING: Gathering and stacking of downed wood and activity generated slash by hand or mechanical methods into piles constructed and located as indicated by technical specification and project maps.

PROGRESSION OF WORK: Work conducted in a progressive, workmanlike and orderly manner by the Contractor.

RESERVE CLUMPS: Groups of trees within a treatment area that are protected from cutting, may also include Individual Reserve trees.

SAWTIMBER TREE: Included timber meeting sawlog size specifications as defined in Appendix B, Division A.2.

SLASH: Woody material existing or created that has accumulated on the forest floor. Woody material includes logs, pieces of logs, tops, and branches.

UNIT: See Treatment Unit.

TEMPORARY ROADS: Non-permanent roads that are constructed by Contractor for the purpose of treatment unit access.

TREATMENT UNIT: An individual area on the ground in which activities will be performed and which may appear as a separate pay item in the Schedule of Items.

UNSATISFACTORY WORK: If work quality falls below the AQL, the COR will issue a work order or notice of noncompliance to the Contractor in writing. Untreated or unsatisfactory treated areas shall be reworked to obtain satisfactory work quality.

VIRTUAL BOUNDARY: A unit boundary that is shown on the map but is not demarcated on the ground. The contractor must use mapping applications in order to locate these boundaries in the unit.

WHOLE TREE YARDING: Whole tree logging includes cutting tree and removing the entire tree, including tops and branches, to the landing.

WILDLIFE TREE: Standing tree marked to be reserved as a wildlife tree. Used by birds and small mammals for shelter, nesting, perching, etc.