Seeley Lake Aerial Herbicide Application

Statement of Work

SCOPE OF CONTRACT

This contract is for work to be performed on the Lolo National Forest located in Powell County, in western Montana. This Statement of Work (SOW) contains specific information for this contract including location, size, timeframe, helicopter size requirements, and herbicide/adjuvant rates. Standard specifications for aerial work on the Lolo National Forest are included in the Aerial Application Standard Specifications document which contains all requirements for licensing, equipment, safety, record keeping, quality control, inspection and acceptance of work, and evaluation factors.

Work under this contract consists of 720 acres of aerial herbicide application for cheatgrass (*Bromus tectorum*), spotted knapweed (*Centaurea maculosa*), and other incidental invasive species in the fall of 2026.

This project will support post-fire rehabilitation objectives including (1) fine fuels reduction resulting from cheatgrass and other annual grass invasion treatment, (2) big game habitat improvement and (3) restoration of native plant communities.

PERIOD OF PERFORMANCE AND PROGRESSION OF WORK

The period of performance will be September 15, 2026, to November 15, 2026. Work must be performed when cheatgrass is susceptible to treatment (from germination up to around 1½ inches tall). Usually, work must start between mid-September and early October. Because the start date is dependent on cheatgrass growth, a notice to proceed date may be given short notice. Herbicide application is expected to be complete no later than November 1, 2026, depending on weather conditions and plant phenology.
Deliverables are to be completed and delivered no later than November 15, 2026. It may be necessary to adjust the exact timeframe for completing herbicide application depending on plant phenology and weather conditions.

PROJECT AREA DESCRIPTION

The project area is on Lolo National Forest lands approximately 1.5-hour drive northeast of Missoula, Montana, near Seeley Lake, Montana or on Forest Service roads in the middle Monture Creek drainage near Monture Guard Station, Montana. The Cottonwood Lakes (#477) provide access to the project area (see project map).

All project sites are displayed on accompanying project maps. Treatment in all units will be aerial herbicide application for control of non-native annual grasses (primarily cheatgrass), spotted knapweed, and other invasive species infestations.

Terrain in the project area is mountainous with elevation ranging from 4,000 to 4,700 feet and vegetation is a mix of old wildfire scar and forested areas. Monture Creek unit of the treatment burned at varying degrees of severity in the 2017 Rice Ridge Fire. Horseshoe Hills units were prescribed burned in the spring of 2026. Environmentally sensitive areas, (e.g. streams, ponds, stands of mountain mahogany) and other exclusion zones (e.g. conifer patches) within treatment units have been removed from treatment units and the total acreage.

TECHNICAL SPECIFICATIONS

Staging Areas

There are a few potential staging areas for the project:
In the Horseshoe Hills project, the Seeley Airport may be the ideal location.
In the Monture Creek project, there are openings along road #447 between Monture and Dunham Creeks.
Semi combo trucks can access this road without an issue. All units are within approximately five miles of a staging area.

Water may be drafted from Monture Creek or its tributaries at various locations as long as precautions for ESA listed fish species are followed.

The government may help facilitate the use of partner lands for staging areas and equipment storage (e.g. municipal, state, other federal, private lands in formal partnership with government entities, etc.) If the Contractor chooses to use non-partner private land for staging and equipment storage, any agreement the Contractor may make with such a private landowner is separate from and outside the authority of the Forest Service. The federal government is not responsible for events or activities occurring off federal lands. ***If the contractor chooses to use non-partner private land, the Government will require a written agreement signed by both parties prior to commencement of work on the contract. There are no exceptions to this requirement.***

Final decisions on the use of staging areas on NFS lands will be agreed upon by the contractor, local Forest Service officials, and the COR.

Herbicide Application

The Contractor shall provide all herbicides and adjuvants necessary to accomplish the work for this contract. Please price quotes accordingly.

The Government presumes that mixing and loading will take place at identified staging areas. If other sites need to be identified, this must be discussed with the COR prior to commencement of work to coordinate logistics. The Contractor will receive authorization to drive support vehicles behind gated USFS, state, private partner roads, etc. as needed.

- The active ingredient Imazapic will be aerially applied at a rate of 4 ounces/acre in all units as a tank mix with Aminopyralid to control infestations of invasive annual grasses and forbs, unless the COR specifies a change in active ingredient or application rate.
- The active ingredient Aminopyralid will be aerially applied at a rate of 5 ounces/acre in all units as a tank mix with Imazapic to control infestations of invasive annual grasses and forbs, unless the COR specifies a change in active ingredient or application rate.
- The drift control agent and MSO surfactant will be applied at label rates with the herbicides in accordance with label direction.
- Herbicide shall be applied in a water/herbicide mixture at a minimum rate of 2 gallons per acre. Past Contractors and SCNF have achieved very good results at 2 gallons per acre with the specified herbicides, but we are aware that some contractors may recommend a higher rate.

The applicator shall use all best practices to reduce drift outside of units, including the low boom pressure requirements stated in the Lolo Aerial Herbicide Treatment Standard Specifications document. Preventative measures must be communicated to and agreed upon with the COR prior to beginning work.

SITE VISIT

No site visit is planned for this contract, though one may be requested by the contractor.

GOVERNMENT FURNISHED INFORMATION

Item Description	Quantity	Where, When, How Furnished
Map of Project and Treatment Units	One each	Included in contract documents
Treatment Units in Digital Format	One each	Emailed to contractor

CONTRACTOR FURNISHED ITEMS

Item Description	Quantity	Where, When, How Furnished
Licenses, insurance, certifications, etc. required for aerial applications as specified in Standard Specifications documents	As needed	Submitted with quote
Helicopter(s), pilot(s), support vehicles with water, mixing tanks and aviation fuel, personnel, etc. for aerial applications as specified by this statement of work	As needed	At the project/staging area for the duration of contract implementation
Aminopyralid and Imazapic herbicides for aerial application as specified by this statement of work	As needed	At the project/staging area for the duration of contract implementation
All necessary adjuvants, including surfactant and drift control agents as specified by this statement of work	As needed	At the project/staging area for the duration of contract implementation

Standard Specifications for Aerial Application Projects on Lolo National Forest Lands

ENVIRONMENTAL RESPONSIBILITIES AND RESOURCE PROTECTION OBJECTIVES

The Contractor shall be familiar with and comply with the following environmental protection design features and mitigation measures. These requirements are covered under federal and state law and violations shall result in the Contractor being non-compliant with the performance specifications of this contract. This may result in contract termination for failure to perform.

These requirements are:

1. The Contractor is responsible for ensuring that all maintenance, fueling, and flight activities do not cause environmental damage to natural resources or to federal infrastructure or facilities.
2. The Contractor and all application personnel are required to review, understand, and follow the labels for herbicide and adjuvants as well as product Safety Data Sheet (SDS) requirements, precautions, and prohibitions. Labels and associated SDS must be carried and be within easy access during all spraying operations.
3. All spray tanks and other containers for liquids will have tight fitting and secure lids. Equipment will be inspected regularly for leaks.
4. Materials shall be transported in a manner that will prevent spills and in containers that are isolated from food, clothing, and safety equipment.
5. Spray equipment will be calibrated for each project and/or product and recalibrated as needed. Calibration of equipment shall be complete prior to start of work and before the Contractor mobilizes into the project area. Calibration calculations shall be provided to the Government on request. The spray pattern, application rates and calibration shall be reviewed before beginning a project and monitored during the project. Additional calibration checks may be required by the Government if there is question or indications of inaccurate application rates.
6. Aerial herbicide application will occur only when winds are 5 mph or less.
7. Disposal of wastewater and herbicide containers shall be done off National Forest lands and in accordance with federal, state, and local regulations.
8. A pumping system shall be used to fill water tanks that will prevent contamination of wells, springs, streams, lakes, and ponds. The system shall be so constructed that back flow from the mixing or application tanks is not possible.
9. The Contractor is responsible for cleaning of all vehicles to ensure they are free of soil, seeds, vegetative matter, or other debris that could contain or hold non-native noxious weed seed prior to entering Forest Service, Bureau of Land Management, state, county, or private lands. The Contractor shall certify, in writing, compliance of terms prior to moving equipment onto job site and shall present all equipment to COR and Inspectors for inspection and approval.
10. Aerial projects will be managed adaptively, i.e. lessons learned from each day of the project will be used to improve safety, resource protection, reduce human health risks and improve efficacy on subsequent days.

EQUIPMENT REQUIREMENTS/GENERAL PROVISIONS

The Contractor shall comply with all applicable federal, state, and local regulations and directives pertaining to safety, maintenance, and performance of all aircraft proposed for use under this contract/s. Additionally, aircraft shall be maintained in accordance with all manufacturer's guidelines and bulletins.

In order to be considered for award, prospective contractors shall provide evidence of federally required aircraft maintenance.

Proposals without this documentation will be rejected and will not be considered for award.

Note that the Government is not responsible for the safety of the Contractor nor any operators or assistants. The Contractor shall use and maintain work procedures which will safeguard the general public, Government personnel, Government partners, and the Contractor's own personnel.

General Condition of Equipment

Contractor-furnished aircraft and equipment shall be operable, in good mechanical condition, free of damage, and in good repair. Aircraft systems and components shall be free of leaks except within limitations specified by the manufacturer.

Spill Prevention, Control, and Countermeasure Requirements

1. All aircraft, application equipment (e.g. sprayers), and ground-based chase or transport vehicles shall be maintained in a condition that minimizes the potential for spills of materials such as fuel, oil, herbicide, etc.
2. The Contractor is responsible for providing spill containment kits for all petroleum products, herbicide, adjuvant and other products used to complete contract.
3. The Contractor spill response plan shall be provided prior to implementation and must meet state and federal standards and requirements for the management of spills.
4. All spray operations equipment and transport vehicles will have adequate spill containment and cleanup materials and equipment. Operators will be trained in responding to and dealing with spills.
5. The Contractor shall be responsible for all cleanups of fuel and oil at airports, heliports, staging areas, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel. If a spill occurs, the Contractor assumes all liability and responsibility for clean-up to meet all applicable federal and state standards.
6. When cleaning paved areas, the Contractor shall utilize cleaning agents that are biodegradable and non-toxic. Contaminated soils shall be removed to appropriate containers and disposed of as hazardous waste.
7. The Government may, at its option, assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.
8. The Contractor shall ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC). An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

DELIVERABLE PRODUCTS

Daily Progress Reports

Daily progress reports shall be provided to the COR at the end of each operational period or the next day during the morning briefing. Typically, this is done verbally or via mobile device but may be requested formally via email or digital document. At a minimum a progress report will include how many acres were treated, which units were completed, and where treatment will start during the next operational period, but may also include additional information, such as total flight time for each aircraft or the amount of herbicide delivered and applied, up to daily GPS and treatment records ***The COR will communicate which information and method of communication will be expected for daily progress report to the Contractor prior to starting work on the contract.***

Deliverables Required at Completion

Required deliverable products once contract work is completed include:

1. GPS files as ESRI feature classes/geodatabase or KML/KMZ with a minimum of location, timestamp, and "sprayer on/sprayer off" information
2. Daily treatment records for all herbicide applications which shall include all legally required data for herbicide application in Montana
3. Any necessary or relevant field notes (may be contained the treatment records)
4. Any relevant photographs of work areas, materials/supplies and equipment delivered and delivery condition, and/or infestations treated

Spatial deliverable products shall be provided as zip files or on external drives. Documents shall be in PDF, Microsoft Word, or Microsoft Excel formats.

The deliverables shall be provided to and approved by the COR prior to the Contractor submitting invoices for payment. The Contractor shall submit the deliverables to the COR as specified no later than two weeks after completion of field work. Delivery of these products is necessary for the COR to approve the submitted invoice. Failing to provide deliverable products in a timely manner shall constitute non-performance and may be grounds for contract termination for failure to perform.

TECHNICAL SPECIFICATIONS

Staging Areas

1. The Contractor and the Government will work together to identify staging areas. Decisions on the use of staging areas may involve the Contractor, local officials (such as the Forest Service District Ranger), Government partners (such as Montana Department of Fish and Game), and the COR.
2. Special precautions will be in place prior to aerial operations to limit spread of materials from staging areas. This may include, but is not limited to, fencing and daily clean-up of work site to reduce the spread of project materials.
3. Disposal of packing materials and other waste or spill material is the responsibility of the Contractor.
4. The Contractor will be responsible for all restoration and rehabilitation of staging areas on federally administered land if the COR determines such is needed. Clean-up and restoration will require that the restoration of sites will allow recovery to original pre-use conditions.
5. For staging areas located on lands other than federally administered lands, the Contractor will be responsible for all use arrangements, rental agreements, liability to

property, and transporting of equipment and supplies necessary to execute this contract, including the storage of herbicides/adjuvants as necessitated by weather conditions. ***The Contractor is required to submit a written agreement between the Contractor and a landowner if a Contractor's desired staging area is on private land.***

6. If staging areas are located on land other than federally administered lands, the Contractor shall take measures to ensure the staging areas are free of noxious weeds or other invasive plants. If there is ground disturbance, the Contractor must comply with restoration and rehabilitation requirements of staging areas on all lands.

Herbicide Applications

1. Per federal and state law and federal land management agency requirements, the Contractor shall supply all labor, equipment, permits and licensing, supervision, transportation, operating supplies, incidentals, application of herbicide, clean-up, and staging area rehabilitation to complete all facets of the contract.
2. The application shall be documented on hard copy or digital herbicide application records using a form approved by the COR. ***Records must have all legally required information (date, wind, temperature, herbicide output etc.) and herbicide output in each unit at a minimum.***
3. All application of herbicides will be performed by, or supervised by, a state licensed applicator following all current legal application procedures in the State of Montana.
4. All herbicides will be handled following the EPA label guidelines and other state and federal laws for storage, application, and disposal methods.
5. No ether-based herbicides or surfactants are allowed.
6. Water shall be the ONLY herbicide carrier.
7. The Contractor shall mix only the amount of herbicide that will be used for the operating period. The Contractor shall take special care to avoid mixing more than the amount to be used in the event the weather changes and spraying cannot continue.
8. Mixing and loading operations shall occur no closer than 300 feet from open water or other sensitive sites unless spill containment devices are readily available, and the Government has pre-approved the practice and location.
9. The Contractor shall review GIS files and be aware of stream and wetland areas to ensure herbicides will not be applied to open water. A 300-foot buffer from perennial streams is built into the units due to ESA-listed fish species.
10. Depending on location and circumstance, other areas may also be buffered or otherwise excluded from treatment units. Examples include private land, ditches/canals, certain occupied wildlife habitats, rare plant populations, meadows, developed campgrounds, etc. The Government buffers private land by 300 feet unless we have a written agreement with the landowner to spray closer.
11. The Contractor shall obtain weather forecasts and follow forecasts for changing weather conditions. The Pilot shall not initiate spraying when heavy rains or winds are forecast that could cause offsite herbicide transport into sensitive resources such as streams.
12. Aerial application shall not occur when sustained wind speeds exceed 5 miles per hour in the unit(s) being treated. The Pilot shall communicate wind conditions near and on ridgelines within treatment units to the COR and other Government officials. Wind

speeds taken at a staging area, which may be miles from a treatment unit, are not acceptable for recording wind speed in a treatment unit.

13. The Contractor shall work cooperatively with the Government to practice adaptive management and respond to changing conditions. The Government may stop spraying operations if wind speed, temperature, relative humidity, weather inversions, or environmental factors change to a point the Government feels the treatments will not be effective, federal or state law may be violated, or Government best management practices violated.
14. Herbicides will not be applied if snow or ice covers the target vegetation or if the ground is frozen. The Pilot shall apply herbicides at as low an altitude as possible subject to terrain and pilot/equipment safety considerations. Herbicide shall be applied in a water/herbicide mixture at no less than 2 gallons per acre.
15. Low boom pressure, as agreed upon by the Contractor and COR, will be used to reduce drift. The definition of "low pressure" will depend on the type of equipment used, product being applied, use of drift control agents and the site type and location.
16. Drift reduction agents and surfactants will be applied with herbicides as recommended by the Contractor or as specified by the COR in advance of the application. These products will be applied according to label. Specific products in these categories are subject to prior approval by the Government. Drift reduction products shall always be used to protect sensitive resources such as streams or private property, unless otherwise specified by the contract.

PUBLIC RELATIONS

Contract personnel shall conduct themselves in a professional and cooperative manner with Government personnel, federal, state and local partners, and members of the public while fulfilling this Contract. Professional, courteous and helpful interactions are vital in communicating the benefits of aerial treatments in managing plant communities.

If members of the public interact negatively with the Contractor or interfere with Contractor operations, the Contractor needs to notify the CO and COR.

PROJECT SAFETY/SECURITY

Accident Prevention and Safety

The Contractor shall keep and maintain policies and procedures necessary to ensure safety of ground and flight operations. The development and maintenance of these protocols are a material part of the performance of the contract. When, in the sole judgment of the Contracting Officer, the safety programs do not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the "Contract Terms and Conditions". Examples of such programs are but not limited to: 1) Personnel Activities, 2) Maintenance, 3) Safety and 4) Compliance with Regulations.

The Contractor shall fully cooperate with the Contracting Officer in the fulfillment of this clause. The Contracting Officer may suspend performance of this contract work during the evaluation period used to determine cause as stated above.

The Contractor shall comply with all Government Safety and Health regulations and the Department of Labor Occupational Safety and Health (OSHA) standards, Federal Aviation Administration (FAA), and Department of Transportation (DOT) regulations.

The Contractor is solely responsible for the safe operation and performance of Contractor-owned equipment used in the execution of this contract. Likewise, the Contractor is solely responsible for the providing security from tampering or vandalism to Contractor-owned equipment used in the execution of the contract.

Site Safety

At time of implementation, the Contractor and COR shall determine site specific safety planning for each project site, staging area, and Forest Service, BLM, County, or private roads leading to staging area(s). This includes procedures for traffic control, communication, equipment use, signing, and protection of personnel and public.

Aviation Safety Plan

Prior to implementation, the Contractor shall provide the COR with an aviation safety plan. The plan shall include aviation safety requirements and practices for government or partner personnel who will be supporting the contract and the Contractor's protocol in the event of an emergency. The Forest Service will provide personnel to stop traffic on roads, limit travel on trails in project areas, etc as needed. Coordination with commercial and private aviation traffic may also be required.

Public Safety

Forest Service or officials of the managing agency shall make the final determination regarding a possible need to temporarily close public access to staging areas or to treatment sites for public safety in consultation with the COR and the Aviation Officer as necessary. If needed, a public safety plan will then be agreed upon by the Contractor, COR, line officers, the Aviation Officer and local officials.

The Government shall be responsible for posting local public notices of aerial activities prior to commencement of work. This may include radio and social media announcements and newspaper notices. The Contractor may be asked to provide information for these public notices.

Warning signs on roads leading to operations at the staging area and in the vicinity of treatment sites may be needed depending on location. The Contractor and COR shall determine the need for signing, barricades and traffic control to maintain a safe environment for the Contractor's operation and for the public. The Government will provide signs for road or area closures while the Contractor is responsible for signage of chase trucks, other support vehicles, etc.

Communications

The Contractor shall provide a communication system so that Contractor personnel, aircraft, and Government project inspectors can communicate at all times with each other to discuss implementation and performance matters or safety issues. VHF-FM radios must have high band capabilities and must be capable of reaching narrow band frequencies. Contractor shall be required to use specific frequencies in order to communicate via Air-Ground with the COR and other Government personnel during operational periods and check in with Dispatch personnel on a daily basis for safety. Pilots must have their transponders on and must flight follow with Central Montana Dispatch.

Prior to project implementation, the Government and the Contractor shall hold a pre-work communications and safety briefing and an all systems check. The Government may require a daily comms and safety briefing as well, where necessary.

QUALITY ASSURANCE AND INSPECTION

Government Quality Assurance

Quality assurance will be performed by the COR and Government technical representatives during execution of the contract at regular intervals. Methods may include visual surveys, quantitative

evaluation, random sampling, photopoints, transect samples, or entire inspection of the work.

Work that does not meet the contract requirements will be brought to the Contractor's attention, and the Contractor will be given the opportunity to remedy the defective performance at no additional cost to the Government. Repetitive or continuous failure to meet contract requirements may result in a quality adjustment to payment, the Contractor's right to proceed may be terminated, or the contract may be terminated for failure to perform.

Contractor Quality Control

The Contractor, not the Government, is responsible for management and quality control actions to meet the terms of this contract. The role of the Government is to provide quality assurance to ensure contract standards are met. The contractor is required to submit a Quality Control plan prior to contract implementation.

A Contractor quality control plan should address elements such as work quality, project management, timeliness of project completion, responsiveness to Government feedback and concerns, completeness and accuracy of record-keeping, and regulatory compliance.

Contractor shall also describe corrective or preventive actions that shall be taken if quality standards are not met and how Contractor will respond to Government concerns related to quality.

Records of quality inspections shall be kept and made available to the Government throughout the performance period and for the period after contract completion until final settlement of any claims under this contract.

Inspection and Acceptance Requirements

TASK/ SUBTASK	PERFORMANCE STANDARD	METHOD OF SURVEILLANCE	DISINCENTIVES FOR NOT MEETING STANDARDS
Contractor to manage Quality Control.	Provide Quality Control Plan (QCP) as per proposal information.	Approval by COR.	Curtailment of performance until compliance is obtained. Non-acceptance of work until quality control work is accomplished. Withhold payment.
Period of Performance.	Begin work in a timely manner and complete all aspects of the contract within prescribed time.	COR review of daily diaries and other contract records for excusable delays.	Poor performance rating in CPARS for timeliness
Environmental Responsibilities and Resource Protection Objectives	Comply with the Responsibilities and Objectives as per Technical Specifications in this SOW.	Monitor for adherence with environmental and technical responsibilities and resource protection objectives to fully comply with federal and state laws and BLM and USFS policy requirements to implement these laws.	Curtailment of performance until compliance is obtained. Non-acceptance of work until quality control work is accomplished. Withhold payment.

Seeley Lake Aerial Herbicide Application

Accomplish project objectives.	As per Technical Specifications in this SOW.	(1) Review ground application quality control reports. (2) Monitoring during & after application using droplet cards (Exhibit 4). (3) Final approval by COR & TM's. (4) Government may conduct random sampling tests of application rates and coverage (100 foot or 100 step transects in representative areas in dispute) once herbicide injury is evident.	Contractor shall be required to rework any area in a unit that fails to meet the cover standards. Non-acceptance of work until treated to the AQL levels. Withhold payment.
Supply herbicide and adjuvants and other operating materials and supplies for the treatment units	As per Technical Specifications in this SOW.	Visual inspection of products and/or documentation.	Curtailment of performance until compliance is obtained. Withhold payment.
Supply herbicide and adjuvants and other operating materials and supplies for the treatment units	As per Technical Specifications in this SOW.	Visual inspection of products and/or documentation.	Curtailment of performance until compliance is obtained. Withhold payment.
Federal/State/BO required herbicide treatment records	As per Technical Specifications in this SOW	COR reviews and approves records.	Curtailment of performance until adequate report is submitted. Non-acceptance of work until treated to the Acceptable Quality Levels. Withhold payment
Provide final report	As per Technical Specifications in this SOW	COR reviews and approves report.	Withhold payment.
Clean-up and restoration of staging area	As per Technical Specifications in this SOW	Visual inspection and acceptance by COR or appropriate representative.	Withhold payment.