**ATTACHMENT 1 - APPENDIX A**

**PERFORMANCE WORK STATEMENT FOR SERVICE WORK ITEMS**

**SECTION I – DESCRIPTION OF WORK:**

The objectives of the Fleetwood Stewardship IRSC project are (1) to reduce fuel loads and potential wildfire intensity within the Sheridan municipal watershed; (2) to improve the diversity of the forest age class, structural stages, and species distribution; (3) to improve forest health and resilience to future insect and disease outbreaks; and (4) to provide commercial forest products to local industries at a level commensurate with forest plan direction and goals. These goals will be addressed by accomplishing the following.

1. Harvesting of eleven lodgepole stands totaling 274 acres.
2. Limited product hauling of included timber.
3. Performance of road reconstruction and road maintenance work.
4. Treatment of non-included timber and cull trees within harvested stands if awarded.
5. Remove Timber Subject to Agreement (TSTA) generated from Optional Work Items 16-23 for product located in Units 12,13, 14, 15, 16, 17, 18, and 22 if awarded.

**SECTION II – WORK ITEMS**

**Mandatory Item 1: Cut and Remove Included Timber:**

**Cutting Units 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 (274 Acres)**

Harvest and remove designated merchantable sawtimber and non-saw products which meet the minimum specifications identified in Appendix B: Timber Removal Specifications (Scaled Sale by Load Count). All Appendix B specifications and requirements apply.

| Unit | Acres |
|---|---|
| 12 | 29 |
| 13 | 8 |
| 14 | 11 |
| 15 | 22 |
| 16 | 5 |
| 17 | 98 |
| 18 | 8 |
| 19 | 23 |
| 20 | 31 |
| 21 | 23 |
| 22 | 16 |
| **Total** | **274** |

**Mandatory Item 2: Limited Product Hauling of Included Timber**

Haul 200 loads of Included Timber products to the contractor's desired processing facility or selling point in accordance with Appendix B specifications. This paid service item is capped at 200 loads with load sizes defined in Appendix B, C6.825#. Cost of the hauling remaining Included Timber products required by Appendix B – Timber Removal Specifications is a contractor responsibility.

**Mandatory Items 3-12: Road Reconstruction**

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 timber on that portion. The road reconstruction work is specified using the FP-14, 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.

**Mandatory Items 13-15: Pre-Haul, During Haul and Post Haul Road Maintenance:**

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.

**Optional Items 16 through 23: Cutting, Lopping & Scattering, or Mastication of Non-Included Material:**

Within Cutting Units 12, 13, 14, 15, 16, 17, 18, and/or 22, the contractor shall treat all **live** sub-merchantable trees over 6 feet in height and less than 5.0 inches in DBH. All **live** unmerchantable cull trees will also be treated. No dead trees, regardless of size, need to be treated. These trees shall be cut and removed as Timber Subject to Agreement or destroyed with one or more of the following methods:

- Felling, lopping, and scattering – Trees shall be felled either by hand or concurrent with mechanical harvesting. Felled trees shall be completely severed from the stump and stump height shall not exceed 6 inches from the ground. The resulting slash shall be lopped and scattered to generally lay within 18 inches or less of the ground.
- Mastication - masticated sub-merchantable and cull trees shall be cut as close to ground as possible without ground disturbance, leaving no stubs taller than 6 inches.
- Crushing – Trees crushed by logging or mastication machinery must generally not extend more than 18 inches above the ground. Broken off stumps or stubs shall not exceed 6 inches from the ground.
- Yarding with piling or removal – Sub-merchantable and cull trees accumulated at landings shall be placed into slash piles consistent with the specifications in Appendix B, C6.7# Slash Treatment or removed as Timber Subject to Agreement in accordance with Appendix B specifications. If award of Timber Subject to Agreement is approved, road maintenance commensurate with use shall be performed in accordance with Appendix C; the cost of this work shall be included in the per acre price quoted.

**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 as prohibited in Clause 14. Contract Operations Schedule and under the following conditions:

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

2. When snow depth or excessive soil moisture creates a situation where requirements cannot be met and/or work cannot be inspected, as determined by the COR.

3. 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 project archeologist. Areas excluded from treatment shall be deleted from the contract.

4. If new raptor nests are discovered work may need to be suspended in the vicinity of the site until an evaluation is completed by the project biologist. Additional timing restrictions may be needed and areas may need to be excluded from treatment and deleted from the contract.

**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 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 3-12 and 13-15.**

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-14 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 – Optional Items 16-23.**

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 density, basal area, best tree selection, and other requirements are 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.
8. At each plot, the Government will examine the plot area and record findings on the items listed below:
    a. Plot number
    b. Number of potential trees to be treated on the plot.
    c. Number of acceptably treated trees on plot (must meet all criteria defined in Section II).
9. Work quality will be calculated on the form as follows:

For each unit: (# of acceptably treated trees) / (# of potential trees to be treated) X 100 = % Unsatisfactory

$$\frac{\text{No. Trees Deficient + No. Excess Trees}}{\text{No. Trees to be left}} = \%\ \text{Unsatisfactory work}$$

100% – % Unsatisfactory = % Work Quality

**Unsatisfactory Treatment**

1. If the work quality falls below 85 percent, the COR will immediately notify the Contractor, in writing, and order him to improve the quality of subsequent treatment. If the quality of subsequent treatment is not raised above the 85 percent minimum acceptable standard within 24 business hours after receipt of such written notice, the Contractor's right to proceed may be terminated and the contract considered in default.

2. When the work quality falls below 90 percent as a result of excess untreated trees, the Government may elect to do one of the following:

   (a) Order rework to be performed and withhold payment until excess trees are treated and the results of a post-rework Government inspection show work quality to be at least 85 percent or more. No rework shall be performed unless ordered or authorized by the COR.

   (b) Order that no rework be performed and payment will either be made at a reduced rate, or not at all, as determined from the Inspection Report.

3. Repeated failure to produce work quality at or above the 85 percent 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.

**Government Inspection Procedures ~~– Mandatory Items 1 through 17~~**

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

| ITEM | DESCRIPTION | SCHEDULE | UNIT | Min AQL |
|---|---|---|---|---|
| 1 | Cut and Remove Included Timber | MANDATORY | ACRE | N/A |
| 2 | Limited Product Hauling of Included Timber | MANDATORY | LOAD | 100% |
| 3 | Mobilization | MANDATORY | LS | 100% |
| 4 | Clearing and Grubbing | MANDATORY | MILES | 100% |
| 5 | Roadway Excavation | MANDATORY | CY | 100% |
| 6 | Unclassified Borrow | MANDATORY | CY | 100% |
| 7 | Excavation and Embankment | MANDATORY | EACH | 100% |
| 8 | Roadway Reconditioning | MANDATORY | MILES | 100% |
| 9 | Install Barricade Marker Sign | MANDATORY | EACH | 100% |
| 10 | Install Barricade Marker Sign | MANDATORY | EACH | 100% |
| 11 | Install Motorized Restriction Sign | MANDATORY | EACH | 100% |
| 12 | Install Object Marker Sign | MANDATORY | EACH | 100% |
| 13 | Road Maintenance: Pre-Haul | MANDATORY | MILES | 100% |
| 14 | Road Maintenance: During Haul | MANDATORY | MILES | 100% |
| 15 | Road Maintenance: Post Haul | MANDATORY | MILES | 100% |

| | | | | |
|---|---|---|---|---|
| 16 - 23 | Cutting, Lopping & Scattering, or Mastication of Non-Included Material | OPTIONAL | ACRE | 90% |

LS = Lump Sum  CY = Cubic Yard

**SECTION V – PAYMENT METHODS**

**Method of Measurement for Acreages**

Acreages were determined by using Global Positioning Systems (GPS). 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**

1. Percentages as calculated herein shall be rounded to the nearest whole percent.
2. No allowance for variation or portion of a variation will be added which will create a percentage greater than 100 percent.

**Acceptance and Payment – Item 2 Limited Product Hauling of Included Timber**

1. Payment will be made for the first 200 hauled loads as accounted for in Appendix B, clause C6.83# - Product Accountability.
2. Payments will be made no more frequently than monthly.

**Acceptance and Payment – Items 3 – 12 Road Reconstruction**

1. Full payment will be made when visual inspection and/or measurement indicates specifications have been met. Acceptance and payment will be performed in accordance with the applicable section in FP-14 as supplemented for each line item.

**Acceptance and Payment – Items 13-15 Road Maintenance**

5. Full payment will be made when visual inspection and/or measurement indicates specifications have been met. One rework opportunity will be allowed.

**Acceptance and Payment – Items 16 – 23 Cutting, Lopping & Scattering, or Mastication of Non-Included Material**

1. If informal visual inspection indicates acceptable work quality, the Contractor will be paid 100 percent of their per acre unit rate. No separate payment for road maintenance shall be made if TSTA is awarded.
2. In the event that formal inspections are used, the rate of payment to the Contractor will be calculated as follows:
   (a) For work quality of 95 percent or higher, 5 percent (adjustment for statistical variation) will be added and the Contractor will be paid 100 percent of their bid rate.
   (b) For work quality from 85 to 94 percent, the 5 percent will be added to the work quality percent and the Contractor will be paid the total multiplied by the bid rate.
   (c) For work quality 84 percent and less, the 5 percent will not be added and there will be no payment made to the Contractor.
   (d) If, after rework, the percentage of satisfactory work is between 85% and 94%, payment will be made by the actual percentage. If the percentage is less than 85%, the work is unacceptable, and no payment will be made.

* **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.

**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.

**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.

**CRUSHING:** The compression, breaking, or compaction of slash, woody debris, or trees by heavy machinery such that the treated material lies within a specified proximity to the forest floor.

**CULL TREES:** Live residual conifer tree ≥ 5 inches DBH which does not meet the minimum utilization specifications as described in Appendix B, clause A.2 due to excessive defect or inadequate piece size.

**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

**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 processed tree boles in a designated area.

**DEAD/DYING TREES:** Trees with no live foliage or the crown foliage changing from green to red, yellow, or needleless.

**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 listed in Section II, 2.2.2.

**INCLUDED TIMBER:** Live trees and portions thereof that meet Utilization Standards as defined under Appendix B, clause A.2. and are designated for cutting under Appendix B.

**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.

**NON-INCLUDED MATERIAL:** Trees, timber or parts of trees that do not meet the definition of Included Timber.

**NON-SAWTIMBER TREE:** Included timber with a diameter between 5 to 6.9 inches DBH that meets the minimum utilization specifications as described in Appendix B, clause A.2.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS):** Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.

**PILING:** Material moved to an agreed upon location shall be piled for future treatment by Forest Service.

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

**SAWTIMBER TREE:** Included timber with a DBH of 7.0 inches or more that meet sawtimber specifications as defined in Appendix B, clause 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.

**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.

**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.