



United States
Department of
Agriculture

Forest
Service

Central California
Acquisition Service
Area

Inyo National Forest
Lake Tahoe Basin MU
Eldorado National Forest
Tahoe National Forest
Plumas National Forest
Stanislaus National Forest

File 6320
Code:

Date: November 19, 2020

Woolery Timber Management, Inc.
P.O. Box 1615
Tuolumne, CA 95379-1615

EMAILED TO: w.timber@frontiernet.net


Dear Sir,

Thank you for responding to solicitation 129JGP1Q0003. Your bid of \$217,418.00 for all Items on the FY21 Rim Mastication is accepted and award has been made to you under Contract number 127EAS1F0001.

Changes to your company's profile in the System for Award Management (SAM) do not automatically feed into our financial system. If your company's SAM profile has changed, or changes during the course of this contract, please notify our office immediately.

The Contracting Officer's Representative (COR) for this project is Chris Wilkinson, and she may be contacted at 209-841-8866 or christina.wilkinson@usda.gov.

Sincerely,


Olaine T. Martinez
Contracting Office



ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 11/19/2020		2. CONTRACT NO. (If any) AG-9JGP-C-17-0036		6. SHIP TO:	
3. ORDER NO. 127EAS21F0001		4. REQUISITION/REFERENCE NO. 1019083		a. NAME OF CONSIGNEE USDA FOREST SERVICE	
5. ISSUING OFFICE (Address correspondence to) USDA-FS CSA SOUTHWEST 2 333 BROADWAY BLVD SE ALBUQUERQUE NM 87102-3498				b. STREET ADDRESS STANISLAUS NF SO SUPERVISOR OFFICE 19777 GREENLEY ROAD	
				c. CITY SONORA	e. ZIP CODE 95370
7. TO: CHARLOTTE WOOLERY				f. SHIP VIA	
a. NAME OF CONTRACTOR WOOLERY TIMBER MANAGEMENT INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS PO BOX 1615 1100180497				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if anv. including delivery as indicated.	
d. CITY TUOLUMNE				e. STATE CA	
				f. ZIP CODE 95379-1615	
9. ACCOUNTING AND APPROPRIATION DATA FS00.ZZ.....0516NFXN7B18.2540...				10. REQUISITIONING OFFICE IAS	

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) 12/11/2021
a. INSPECTION Destination	b. ACCEPTANCE Destination	16. DISCOUNT TERMS			

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)
	Award all items FY 21 Rim HUD Mastication. Total on contract \$217,418.00					
	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				\$217,418.00
b. STREET ADDRESS (or P.O. Box)		ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV				\$217,418.00
c. CITY		d. STATE		e. ZIP CODE		17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) O LAINE MARTINEZ TITLE: CONTRACTING/ORDERING OFFICER			
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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 11/19/2020	CONTRACT NO. AG-9JGP-C-17-0036	ORDER NO. 127EAS21F0001
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: USDA FOREST SERVICE R5 CENT-CAL ACQ SERV AREA CCASA 631 COYOTE STREET NEVADA CITY CA 95959 Agency Code: FS00 Budget Yr Start: ZZ SHC: 0516NFXN7B18 BOC: 2540 Period of Performance: 11/24/2020 to 12/11/2021					
0001	FY 21 Rim HUD Mastication Unit BB006 76 Acres				50,920.00	
0002	FY 21 Rim HUD Mastication Unit X022 Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES				3,425.00	
0003	FY 21 Rim HUD Mastication Unit X023 29 Acres Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES				19,865.00	
0004	FY 21 Rim HUD Mastication Unit Z021 37 Acres Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES				22,644.00	
0005	FY 21 Rim HUD Mastication Unit Z024 37 Acres Product/Service Code: F006 Continued ...				22,644.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$119,498.00	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 11/19/2020	CONTRACT NO. AG-9JGP-C-17-0036	ORDER NO. 127EAS21F0001
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0006	Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES FY 21 Rim HUD Mastication Unit Z028 135 Acres Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES				82,620.00	
0007	FY 21 Rim HUD Mastication Unit Z029 25 Acres Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES The total amount of award: \$217,418.00. The obligation for this award is shown in box 17(i).				15,300.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$97,920.00

Updated thru FAC 2020-4

Issue Date: 4/2/2020

Contract No.		Project Name:	FY21 Rim HUD Mastication
Task Order No.		Forest:	Stanislaus National Forest
		Solicitation No:	129JGP21Q0003
Contractor:		Issuing and Billing Office:	
Name: <u>WOOLERY TIMBER Mngt Inc</u>		Central California Acquisition Service Area 631 Coyote Street Nevada City, CA 95959	
Address: <u>17707 SILVER SPUR DR.</u>			
<u>TUOLUMNE CA 95379</u>			
Email: <u>w.timber@frontiernet.net</u>			
DUNS: <u>099313095</u>			

Item No.	Description	Est Qty Order	Unit	Unit Price per hour <i>ACRC</i>	
1	Masticate unit BB006	76	AC	\$ 670 ⁰⁰	50,920 ⁰⁰
2	X022	5	AC	\$ 685 ⁰⁰	3425 ⁰⁰
3	X023	29	AC	\$ 685 ⁰⁰	19,865 ⁰⁰
4	Z021	37	AC	\$ 612 ⁰⁰	22,644 ⁰⁰
5	Z024	37	AC	\$ 612 ⁰⁰	22,644 ⁰⁰
6	Z028	135	AC	\$ 612 ⁰⁰	82,620 ⁰⁰
7	Z029	25	AC	\$ 612 ⁰⁰	15,300 ⁰⁰
	Total	344	AC	\$	217,418

Remarks: See Attachments for additional terms and conditions.

Terms and Conditions of the Fuel Redction contract Contract are incorporated by reference

Quotes are due by 3:00pm pst November 9, 2020

Email quotes to Olaine Martinez at tracy.martinez@usda.gov

For information on this project contact:

Kim Williams 209-962-7825 ext 559 kim.williams2@usda.gov

The period of performance for this Task Order:

Date of November 30, 2020 through December 11, 2021

Total Price: \$

217,418

Contractor: (Name and Signature) Charlotte Woolery

Print Name: CHARLOTTE WOOLERY, PRESIDENT

Requested By: (Name and Signature)

COR: Kim Williams

Fund Authorization (Name and Signature)

Line Officer

Ordered By: (Name and Signature)	
Contracting Officer: OLaine Maritnez	
Order Date:	Job Code:

Original to CO, CC to Contractor, B&F and COR

If This Order is Greater Than \$2,500.00, it is Not Valid Until Signed by the Contracting Officer

[] If this block is checked, the Contracting Officer's signature represents a Notice to Proceed as the order date

1. DESCRIPTION OF WORK

C.1 Scope of Work

Description of Work: The intent of this contract is to secure services for site preparation, fuels reduction prior to planting by mechanically shredding/cutting/chipping live/dead brush and new and old slash. Standing dead confers 10 inch DBH and less shall be masticated.

Contractor Responsibility: The Contractor shall provide everything--including, but not limited to, all equipment, supplies, transportation, labor, and supervision--necessary to complete the project, except for that which the contract clearly states is to be furnished by the Government.

State of California HUD Additional Requirements

This project is funded through the State of California Department of Housing and Community Develop. All Contractor's shall fully comply with the additional requirements included in the State of California Department of Housing And Community Development Provisions which are included in the addendum attached.

Please note that most provisional requirements are already covered in similar FAR clauses issued in the parent IDIQ.

Significant change would include reporting of new employees for the project and location of hire. See attached addendum for further information.

C.2 Project Location & Description

Location: The project is located on the Stanislaus National Forest, Groveland Ranger District.

Description: Units are located within the 2013 Rim Fire Burn area. Unit boundaries are flagged with Yellow and Blue survey flagging.

Exclusions (Non-Work Areas): Within the sub-item boundaries, the Government may exclude non-work areas such as; rocky areas, archaeological sites, sensitive plant sites, wildlife areas, wet areas and other special areas. Areas larger than .10 acres shall not be invoiced for if slope or other areas prevent actual work to be performed. The Contracting Officer's Representative will designate non-work areas either verbally or with flagging. Control Areas listed in data table are designated on contract maps. CA areas will be discussed with Contractor prior to work beginning in unit.

Accessibility: Work site access instruction as given here is for information only. It shall be the responsibility of the Contractor to determine the most suitable route to the project area. The Government will not provide special maintenance nor snow plowing to open roads or keep roads open. The contractor shall be responsible for obtaining all permits necessary for the transportation of equipment on state, county and private roads.

C.3 Maps

Maps included in Section J have been created using Global Positioning System to definitively identify treatment locations. Final PDF maps will be provided to contractor upon request so that they can be used in AVENZA or similar mapping programs to navigate to unit locations.

C.4 Estimated Start Date & Contract Time

Estimated Start Date: November 30, 2020

Number of Calendar Days Required: 375 days

C.5 Restrictions on Work

Work may be performed at any time during the period of the contract, except as outlined here. Nothing in this part shall be construed to take away any of the Government's rights under the Suspension of Work Clause (52.242-14). Restrictions are as follows:

1. In accordance with the fire plan, if included in Section J.
2. When the Contracting Officer (or designated representative) determines that adverse weather has made access too dangerous or that continued vehicular travel would cause unacceptable road damage. Suspend ground-based operations whenever soil moisture conditions are such that excessive damage would occur or if rutting greater than 5 inches occurs with a single equipment pass. Normal Operating Period is from May 15-October 15.
3. Hours of Operation: Contractor shall limit treatment operations within ¼ mile of residences and campgrounds to weekdays and non-holidays only, between the hours of 8:00 a.m. to 6:00 p.m. Monday- Friday. This applied to units X022 and X023 which are located adjacent to private property and units Z028 and Z029 which are located adjacent to Sweet Water Campground.
4. Control Areas (CAs) – No activity shall be allowed in these areas. The only exception to this includes CA-9 (Clarkia spp.) sites during the Clarkia spp. dry season (approximately July 16 thru November 30); limitations within these sites are listed later in this document.
5. Limited Operating Period (LOP) – No activity will be allowed during the following LOPs, unless surveys confirm that nesting is not occurring.
 - a) Northern Goshawk (NOGO): February 15 thru September 15.
 - b) Great Grey Owl (GGO): March 1 thru August 15, within .25 miles of the activity center.
 - c) Spotted Owl (SOP): March 1 thru August 31, within .25 miles of the activity center.
 - d) California Red Legged Frog (CRLF): Prohibited within 1 mile of area identified as suitable CRLF breeding habitat during the wet season (first rainfall event depositing more than .25 inches of rain on or after October 15 thru April 15).

e) Within 300 feet of occupied Western Pond Turtle (WPT) habitat, May 15thru July 15.

C.6 Licenses and Insurance

The contractor shall obtain the insurance and licenses listed here.

If you are using MSPA employees the following applied. If you are not disregard.

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

C.7 Technical Requirements

C.7-1 Definitions

Definitions:

Brush – Live scrub vegetation, though some may be over 20 feet tall or woody plants such as *Arctostaphylos* species i.e. (manzanita), *Ceanothus* species i.e. (deer brush) and various other species. This does not include small conifers.

Brush skeletons - Large dead woody brush skeletons over 1 feet high.

Chips - The woody residue resulting from the mechanical shredding/chipping activity. Residue size is usually less than 2 inches, but occasionally is up 2 feet in length.

Controlled Area - Area within contract boundaries determined to contain sensitive plants, infestation of noxious weeds, archaeological sites, or threatened or endangered species, and designated to be protected from all Contractor operations.

Diameter at Breast Height (dbh) - The diameter of the main trunk of a tree/shrub measured at 4.5 ft.

Downed Log –All or part of the truck of a felled tree greater than 12 inches in diameter at the mid-point and at least 20 feet in length. Includes logs in all of the various stages of decomposition.

Hardwood - A tree with broad, flat leaves including but not limited to oak, maple, willow, alder, cottonwood or dogwood.

Large Oak – A tree with a DBH of >12 inches (30.5 cm).

Medium Oak – A tree with a DBH between 4 inches (10.2 cm) and 12 inches (30.5 cm).

Small Oak – A tree with a DBH <4 inches (10.2 cm).

Leave Tree - Tree(s) to be left standing and undamaged that comprise the stand following the Contractor's operations.

Mastication – The physical process of cutting, shredding and/or chipping vegetation.

Slash - Debris consisting of portions of brush and/or trees created by work under this contract or debris created prior to this contract including all brush and cut trees, tops, trunks, and branches. Material with diameters of 3 inches and larger, and over 1 foot in length.

Save Tree - Any single or combination of definitions listed below:

1. Any live trees with a DBH of 4 inches (10 cm) or greater will be retained as a save tree.
2. A conifer with a live crown that is not fading to orange because of insect attack.
3. A conifer marked or designated as a leave tree, usually with "Yellow" paint.

Note: 1. any trees less than 4 inches DBH that are damaged by the operator shall not be saved and shall be piled.

Standing Dead – Dead trees still standing with a 3 inch DBH though 10 inches DBH.

C.7-2 Specifications

General:

The Government may specify the priority of work by units or within a unit during the period of the contract.

All control areas shall be avoided unless agreed in writing by the Contracting Officer.

Riparian vegetation shall not be shredded, cut or damaged.

Chip size for mastication:

75% ≤6 inches (15.2 cm) in length

20% >6 inches (15.2 cm) and <2 feet (.6 m) in length

5% 2 feet (.6 m) through 6 feet (1.8 m) in length

Treated material shall not exceed 10 inches in depth measured from ground level. Concentrations of brush, slash and dead trees may need repeated treatment in order to satisfy desired work standards.

Standing treated material shall be severed from the main stem no more than 3 inches on level surfaces and no more than 8 inches from any natural obstacles such as rock, downed logs, or leave trees.

Slash created prior to this contract shall be treated.

All brush 12 inches and greater in height within the designated units shall be treated, except brush in non-work areas, brush used for roadside screening, riparian vegetation, and brush growing so close to adjacent leave trees that attempted brush removal would cause damage to the residual tree (generally 6 inches (15.2 cm) or closer to residual tree). Units with slopes greater than 45% slope, no brush treatment is required.

Hardwoods retain 5 oaks per acre by retaining living oak trees, seedlings, or stump sprout(s), each having a value of 1 oak. Large oak trees over 12 inches DBH shall all be saved and counted first. Oaks may be clumped in drainages and non-treatment areas. Where oak sprouts are to be retained, the fire killed trunk adjacent to the sprout does not need to be removed. Preferred species retention where available all blue oaks be retained, then priority is black then interior and canyon live oaks.

Brush, dead trees and slash shall not be pushed into leave trees (includes hardwoods) and left untreated.

Retain 5 of the largest down logs per acre. Use logs greater or equal to 12 inches diameter and at least 20 feet (6.0 m) long and shall be left in an undisturbed state to the greatest extent practical and shall not be bucked.

Equipment tracks shall not occur within 15 feet of the high water mark on ephemeral, perennial and intermittent stream channels.

Soil displacement shall be minimized by working the equipment in as straight a line as possible, parallel slopes, given the known limitations of residual trees and terrain. Rutting depth shall not exceed 4 inches over 90% of the area. Rutting depth is measured from the top of the undisturbed litter/duff layer to the top of the duff in the rut ("duff-to duff"). Soils in the operating area must be dry enough to prevent rutting by a single pass of the equipment.

Equipment shall be operated such that shredded material stays within the treatment unit and is not distributed on roads, structures, private property, protected sites, improvements, telephone lines, established trails, stock driveways, fence lines established land corners, or other improvements.

The Contractor shall remove all shredded material or debris resulting from contract operations that is distributed outside of treatment unit or on roads, structures, private property, protected sites, improvements, telephone lines, established trails, driveways, fence lines, established corners or other improvements. Any material falling on or into such areas shall be removed if possible, and any resulting damage shall be immediately reported to the Contracting Officer.

Unless otherwise agreed in writing, when Contractor's operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, the Contractor shall furnish, install and maintain all temporary traffic controls which provide the forest user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's Operations. A specific traffic control plan for each individual contract work area shall be agreed to by Contractor and Contracting Officer prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except as otherwise agreed, flaggers and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highway" (MUTCD), and as shown on the Contract Map.

Exit and entry of units will be confined to within unit boundaries unless otherwise stated by the Contracting Officer. Entry and exit points to the unit will be chosen in a manner as to reduce resource damage and soil erosion.

Equipment shall not be walked between units on paved or chip-sealed roads. The walking of equipment between units shall be worked out with the Contracting Officer, to avoid the possibility of Control Area or resource damage.

Waterbars in skidtrails, fire lines, and roads disturbed by the Contractor shall be restored to condition prior to damage at the Contractors' expense.

Equipment shall be kept free of debris accumulations that may result in fire starts.

DATA TABLE #1
Unit Data

UNIT	Treatment Acres	Known Control Area (CA-2)	Known Noxious Weeds	Wildlife LOP	Section Corner	SUID
BB006	76	None	None	NOGO February 1- September 15, SPOW March1- August 31	None	4220BB00600000
X022	5	Yes	None	NOGO February 1- September 15, SPOW March1- August 31	None	4230X02200000
X023	29	Yes	None	NOGO February 1- September 15, SPOW March1- August 31	None	4230X02300000
Z021	37	None	YST, Bull Thistle, Medusa Head, Blackberry	NOGO February 1- September 15, GG March 1- August 15	None	4200Z021000000
Z024	37	None	None	GG March1- August 15	None	4190Z024000000
Z028	135	Yes	Bull Thistle, Klamath Weed	GG March1- August 15	None	4200Z028000000

Z029	25	Yes	None	None	None	4200Z029000000
TOTAL 344						

C.7-3 Contractor-Furnished Equipment

Prior to award, the Government reserves the right to inspect the equipment to be furnished. If the equipment is found to be in such condition to indicate the need for frequent repairs and delays in performance, it shall be rejected. The decision of the Contracting Officer shall be final as to whether equipment is in suitable condition for acceptance.

Equipment shall be furnished on a fully operational basis, of modern design, and in good operating condition, with a competent, fully qualified operator. The required equipment shall meet the following specifications:

Equipment shall be of the low ground pressure type – example: excavator or similar tracked equipment.

Equipment shall be in good running condition with no excessive fluid leaks or overheating.

Contractor shall be responsible for all fuel, lubrication, repair, and replacement for equipment.

Contractor shall provide all tools and equipment for self and employees. All equipment must be equipped with the tools and supplies necessary for making emergency and routine repairs and servicing.

Equipment and service/transport vehicles must be equipped with the required fire tools. See Section H.

Chainsaws or other motorized equipment shall be equipped with Forest Service approved spark arresters. Spark arresters are not required on equipment powered by exhaust-driven turbo-charged engines or motor vehicles equipped with a maintained muffler as defined in California Public Resources Code, Section 4442 and 4443.

C.7-4 Government-Furnished Equipment

None

3. SPECIFIC WORK REQUIREMENTS

See #1

4. INSPECTION AND ACCEPTANCE

4.1 Inspection Procedures

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/these address(es): 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:

1/20 acre (radius 26.2 ft.)

E.2 Specific Inspection Procedures

The Contractor shall submit a unit to the Contracting Officer for acceptance only when the Contractor's inspections for quality control assure the work specifications have been met. Government inspection may be by work observation, measurement by pacing, tape, clinometers, prism, ocular estimation, and progress of work over time, or by formal inspection. Formal inspections will inspect at least one percent of the work unit on a systematic plot basis, plots will be 1/20th acre radius (26.2 feet) and will address the work specifications.

E.3 Acceptance

Work on this contract will be deemed acceptable when 95% of material masticated has been treated according to chip size requirements for Fine Treatment.

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 reinspection 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.

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: by Dec 11, 2021

Pre-work

Pre-work conference. Before work begins on service contracts, a pre-work conference is normally held to discuss the contract--especially the specifications, labor provisions, plan of work, and selected standard clauses. The pre-work meeting should be attended by an officer of the firm or someone designated in writing to act on behalf of the firm. The pre-work meeting may be waived at the discretion of the Contracting Officer.

Notice to Proceed.

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

Measurement

Methods of Measurement.

Acreage was measured on a horizontal plane using a Global Positioning System.

Remeasurement. Unless otherwise indicated by this contract, the contractor may request remeasurement of any quantities in Part B, when the units are acres or any linear measurement. The request must be made in writing and must be made within 10 calendar days of completing work on the

unit in question. If remeasurement indicates a variance of five percent or less from the stated quantity, the Contractor shall pay for the actual cost of remeasurement and no adjustment will be made in the quantity as stated in Part B. If remeasurement indicates a variance more than five percent from the stated quantity, payment will be based on the remeasured quantity, and the Contractor will not be liable for the costs of remeasurement. All remeasurements will be done by the Government. Remeasurement of acreage will be done with two people using a hand compass and ground measurement or by means of a Global Positioning System. This clause is not applicable to quantities listed as estimated quantities.

Payment

Payments and Deductions. Payment will be made for fully acceptable work at the prices bid in the schedule of items. In the event of extended non-work periods because of adverse weather, the Contracting Officer may authorize progress payments for partially completed sub-items on a case-by-case basis. 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:

Payment will be made in full if inspection results are 90 percent or higher. No payment will be made if inspection results are less than 90 percent.

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.

9. CONTRACTING OFFICER'S REPRESENTATIVE

Name: Kim Williams

Telephone Number : 209-962-7825 ext 559

Email: Kim.Williams2@usda.gov

10. LIST OF ATTACHMENTS

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

TITLE	DESCRIPTION	# OF PAGES
Maps	Vicinity Maps	6
Wage Determination	WD 1977-0727	4
Fire Plan	Fire Plan	9
State of California Department of Housing And Community Development Provisions	<u>16-NDR-11694</u>	4



WOOLERY TIMBER MANAGEMENT, INC
A VEGETATION CLEARING COMPANY

Address: 17707 Silver Spur Dr, Tuolumne, CA 95379,
Pox 1615, Tuolumne, CA 95379
Phone 209-928-1850, Email: w.timber@frontiernet.net

Price- See Bid Sheet

Availability- Woolery Timber estimates starting this project the week of November 23rd, 2020 (weather permitting).

Woolery has a pending contract-Mt Lewis Fuel Reduction-for Tuolumne County, partnered with the US Forest Service. If awarded the Rim HUD Mastication, the start of the Mt Lewis contract will be postponed until Spring of 2021.

Recent Past Performance-

1) Biggie 3 Mastication-National Forest Foundation-Foresthill Ranger District
530 acres, Value \$497,670, Anticipate Completion-Nov 20, 2020 (weather permitting)
Program/Project Manager, Bri Tiffany, email: btiffany@nationalforests.org, Cell
(530) 902-6416

2) Biggie Mastication-US Forest Service Foresthill Ranger District
222 acres, Value \$243,756, Project Completed-July 2020
COR-Andrew Mishler, email: andrew.mishler@usda.gov, cell # (530) 966-5604
CO - Greg Cunningham, email: Gregory.Cunningham@usda.gov, cell (530)
575-7569

3) Mosquito Fuel Reduction-El Dorado Resource Conservation District
131 acres, Value \$ 144,231, Project Completed May 2020
District Manager-Mark Egbert, email: Mark.Egbert@ca.usda.gov, cell (530)
957-3472

4) Two Mile & South 108 Fuel Reduction projects

Size-405 acres +/-, Value \$220,448 (combined), Project Completed-Oct 2019

Size Project Manager-Jason Smith, Tuolumne River Trust, cell (209) 743-2972

Community Benefit-

Money made here is often spent here !! Thus as Woolery Timbers' home base is in Tuolumne County, the award of this project to our company would help *keep local business local*. This results in a benefit to the local county economy.

Notably Tuolumne County is a HUBZone jurisdiction until Dec-2021 and this company is HUBZone certified.

Key Community Benefits:

- Keeping Dollars in Local Economy
- Maintaining Local jobs
- Provide a higher than CA living wage to workers
- Shortened Equipment Transport Time, which results in lower costs & fuel usage
- Fire Risk Reduced in project areas, which will protect local communities, campgrounds and other resources.

END