

## Background

Below are example contract terms that have been included on past contracts with Eagle River Watershed Council for projects in partnership with the United States Forest Service. These terms are from a heavy equipment contract so some provisions may not apply for the contract that is created from the Wearyman Watershed Improvement Environmental and Engineering Planning and Permitting Request for Proposals.

## Example Contractual Terms

### CONTRACTOR REQUIREMENTS/ POLICY COMPLIANCE

1. Comply with all Federal, State and Local Rules and Regulations and Laws pertaining to the work required by an agreement resulting from this RFP, including USFS contractor and site safety regulations - SEE BELOW.
2. Provide proof of insurance - insurance requirements outlined below.

### **Camping Provisions for Labor Intensive Contracts**

The following provisions apply to all camping on National Forest lands during performance of this contract:

1. These provisions are in addition to those contained in, or provided for, in the clause titled "Use of Premises", in this contract.
2. Every structure used as shelter shall provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.
3. The campsite will not encroach beyond the boundaries designated by the Forest Service. The campsite shall be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping shall be permitted within developed recreation sites or along primary recreation roads.
4. The campsite shall have a clean appearance at all times.
5. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the contractor fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the contractor of liability for the cost of their removal and restoration of the site.
6. Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive, and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.

7. Damaging or removing any natural feature or other property of the Forest Service is prohibited.
8. Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.
9. Sanitary facilities shall be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, shall be provided and sufficient for the storage of perishable food items.
10. An adequate and convenient potable water supply shall be provided in each camp for drinking and cooking purposes.
11. Toilet facilities adequate for the capacity of the camp shall be provided and supplied with adequate toilet paper. Such facilities shall be serviced and maintained in a sanitary condition.
12. Garbage shall be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.
13. Basic first aid supplies shall be maintained, available and under the charge of a person trained to administer first aid. The supplies shall include:
  - i. Gauze pads (at least 4x4 inches)
  - ii. Two large gauze pads (at least 8x10 inches)
  - iii. Box adhesive bandages (band-aids)
  - iv. One package of gauze roller bandage at least 2 inches wide
  - v. Two triangular bandages
  - vi. Scissors
  - vii. At least one blanket
  - viii. Tweezers
  - ix. Adhesive tape
  - x. Latex gloves
  - xi. Resuscitation device such as resuscitation bag, airway, or pocket mask
14. Any washing of laundry shall be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.

15. Waste water must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.

16. The contractor shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

17. The contractor shall comply with the following fire regulations during fire season:

i. A shovel, axe or pulaski, 10 quart pail which is full of water for immediate use and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required during the fire season.

ii. All fire rings or outside fireplaces will be approved by the Forest Service representative. The area will be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace and it will not have any overhanging material. Fire rings will be dismantled and material disposed prior to leaving the site.

iii. All generators and other internal combustion engines will be equipped with USFS approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in (b).

iv. All fuel will be stored in UL approved nonflammable or other approved fuel storage containers and be located at least 50 feet from any open flame or other source of ignition.

18. Any violation of these conditions constitutes a breach of contract, and may result in revocation of camping approval.

19. The Forest Service reserves the right to terminate a camping permit at any time.

## **Emergency Response**

1. Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR Clause 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements, shall immediately extinguish all fires on the work site other than those fires in use as part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

2. Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires signed on or in the vicinity of the work site.

3. Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Forest Service to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). An equitable adjustment for the temporary use of employees and equipment will be made under the Changes Clause, FAR 52.243-4.

### **Employment of Eligible Workers**

Section 274A of the Immigration and Nationality Act (8 USC 1324a) makes it unlawful for an employer to hire undocumented workers. The Immigration and Naturalization Service (INS) has established the Form I-9, Employment Eligibility Verification Form, as the document to be used for employment eligibility verification (see 8 CFR 274a).

The Contractor is required to:

1. Have all employees complete and sign the I-9 Form to certify that they are eligible for employment;
2. Examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual;
3. Record information about the documents on the form, and complete the certification portion of the form;
4. Retain the form for three years, or one year past the end of employment of the individual, whichever is longer.

It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status.

Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the contract. If the Contractor employs unauthorized workers during contract performance in violation of Section 274A, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

For further information on the requirements of the Act, Contractors should contact the Employer and Labor Relations Officer of their local INS office.

### **Safety Plan**

Contractor shall prepare a safety plan which addresses the specific hazards of the work site and shall include working in areas of dead trees and falling debris. The Contractor shall identify the specific

conditions that s/he considers is a hazard. The Safety Plan shall also address the personal protective equipment and mitigating measures the Contractor will do to increase safety on the worksite.

## **Fire Control**

**Contractor's Responsibility for Contractor-Caused Fires.** The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

**Other Fires.** For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor or his employees, the Contractor when requested by the Contracting Officer shall place his employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government at not less than the current rate for fire-fighting services established by the Forest Service in the area concerned.

Any employees and equipment furnished will be relieved from fire fighting as soon as the Forest Service finds that it is practicable to employ other labor and equipment adequate for the protection of the area.

An equitable adjustment in contract time may be made for this period.

**Fire Protection Requirements - Fire Plan.** At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to his operation under the contract.

**Fire Tools.** The Contractor will provide for each employee in the contract area at least one approved handtool of a type appropriate in the contract area, such as shovel, pulaski, or ax. Tools required and furnished under H.2.5.2. and H.2.5.4. below shall count toward fulfillment of the above requirement. Where additional tools, beyond those required below, are to be provided, the Contractor shall seal such tools in one or more boxes painted red and marked "Tools for Fire Only." All tools required herein shall be kept sharp and in good serviceable condition and maintained at locations to be designated by the Forest Service.

Fire Extinguishers and Tools on Mobile or Stationary Equipment. Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with serviceable tools and fire extinguishers as follows:

1. One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating.
2. One - shovel, round point #0 lady or equal.
3. One - ax, 2 pounds or over, 26-inch minimum length, or one pulaski.
4. One - water container (at least 1-gallon capacity), not required with stationary equipment.

Spark Arresters. Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by the Forest Service. Exceptions where the Forest Service may approve mufflers or other equipment in lieu of spark arresters qualified and rated under Forest Service Standard 5100-1a are:

1. Small multiposition engines, such as chainsaws, shall meet Society of Automotive Engineers J335b standards;
2. Passenger-carrying vehicles and light trucks may have baffle-type mufflers with tail pipe;
3. Heavy-duty trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above the cab of the vehicle. An exhaust-driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters, and other devices must be properly installed and maintained.

Power saws. For each power saw used in connection with this contract, the following will be provided:

1. One - shovel, round point #0 lady or equal. Shovel must be immediately available for use.
2. One - Fire extinguisher, containing not less than 8 ounces of extinguisher fluid, or a dry chemical powder-type of not less than 1-pound capacity. The extinguisher must be immediately accessible to the saw operator at all times.

Any fueling or refueling of a powersaw or auger shall only be done in an area which has first been cleared or is free of all material capable of carrying fire; powersaw or auger shall be moved at least 10 feet from place of fueling before starting.

Smoking. Smoking shall not be permitted within the contract area except on surfaced or dirt roads, at landings, within closed vehicles, in camps, or at other posted places, and shall never be allowed while working or traveling on foot.

Storage of Petroleum and Other Highly Flammable Products. Gasoline, oil, grease, or other highly flammable material will be stored either in a separate building used exclusively for such storage, or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by the Forest Service when unusually hazardous conditions exist.

Debris Burning and Warming Fires. Burning permits will be required for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger if and as specified in the fire plan. Such fires must not be left burning unattended.

## **LANDSCAPE PRESERVATION**

The Contractor shall give attention to the effect of contract operation upon the landscape, shall take care to maintain natural surroundings undamaged, and shall conduct the work at all times in compliance with the following requirements.

1. Prevention of the Landscape Defacement. The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawns, or other natural features or any other improvements in the work area unless specifically authorized by the Contracting Officer. Unless otherwise provided herein, the Contractor shall confine contract operations to within the areas designated in contract documents.
2. Protection of Streams, Lakes, and Reservoirs, ditches, and canals. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, small ponds, and reservoirs with fuels, oils, bitumens, calcium chloride, sediment, or other harmful materials. Mechanical equipment shall not be operated in live streams without written approval of the Contracting Officer. Every effort shall be made by the contractor to control sediment and pollution from entering streams, lakes, reservoirs, ditches and canals.
3. Prevention of Oil Spills - If the Contractor maintains storage facilities for oil or oil products on Project Area, appropriate preventive measures shall be taken to insure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States. A spill containment kit will be located where equipment is stored. Hydraulic/oil/fuel leaks will be repaired prior to operating on National Forest System lands. Equipment will be checked daily for leaks and any necessary repairs shall be completed prior to commencing work activities in or near stream channels. Equipment storage locations will need to be away from any live streams by at least 100 feet. Equipment will not be stored adjacent to or in stream channels when not in use to avoid/minimize any potential effects of vandals, accidents, or natural disasters. Any accidental spills of a hazardous material (e.g. oil, fuel, transmission fluid) from any operating equipment or in place of storage on land or in water must be reported to the White River National Forest.
4. Total oil or oil products storage shall not exceed 1320 gallons, OR any single container shall not exceed a capacity of 660 gallons.

5. Service and refueling areas need to be located at least 100 ft. away from any stream course. Refueling or oil change for mechanized equipment and vehicles must be done at a designated service and refueling area.

## **Insurance Coverage**

Pursuant to FAR Clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

1. **Workers Compensation and Employer's Liability.** The Contractor is required to comply with applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

2. **General Liability.** The contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

3. **Automobile Liability.** The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

4. **Aircraft Public and Passenger Liability.** When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.