



INVITATION TO BID (ITB)

COVER SHEET

Walker Range Forest Protective Association (WRFPA)

Hazardous Fuels Reduction

WRFPA-24-802-02-238 – Marsha

Bid Due Date and Time: August 7th, 2026, at 15:00 PM PT

Submit bid response to Attn:

Walker Range Forest Protective Association

P.O. Box 665

Gilchrist, Oregon 97737

135393 Hwy 97 N

Crescent, Oregon 97733

Or By Email

Walker.Remote@ODF.Oregon.Gov

Late or faxed Bids cannot be accepted.

Issuing Office: Walker Range FPA
Contact Name: Echo Murray
Address: P.O. Box 665
City, State, Zip: Gilchrist, Oregon, OR 97737
Phone (voice): (541) 433-2451
Phone (fax): (541) 433-2215
E-mail: echo.murray@odf.oregon.gov

THINNING, North Klamath County, OREGON:

This is an Invitation to Bid (ITB) on furnishing all equipment and labor to perform hazard fuel reduction on 115 acres for the Walker Range Forest Protection Association (WRFPA) in Crescent, Oregon, on land owned by private landowners, beginning August 17th, 2026, and ending December 31, 2026. Dates may be adjusted at the sole discretion of WRFPA.

POINTS OF CONTACT:

The main point of contact during the procurement process for the submission of bids, questions regarding contract specifications, or any other questions that may arise during the procurement process are:

Walker Range Forest Protective Association
Echo Murray
135393 Hwy 97 N
Crescent, Oregon 97733
Crescent, OR 97737
(541) 433-2451

The administrator for this contract after award is:

Walker Range Forest Protective Association
Echo Murray
135393 Hwy 97 N
Crescent, Oregon 97733
Crescent, OR 97737
(541) 433-2451

BIDDER'S NOTE: Bidders are required to provide all requested license and certification documentation with their bid submittal. Failure to do so may result in Bid rejection. Walker Range Forest Protective Association may seek clarification on requested license and certification documentation. Bidders shall respond to any clarification request within five days after the date of request or their Bid may be rejected.

MINIMUM REQUIREMENTS: To be considered for evaluation, Bidder must demonstrate how Bidder meets all requirements of this section.

EXPERIENCE/QUALIFICATIONS:

Bidder is encouraged to attend the voluntary pre-bid inspection for this ITB.

Experienced, qualified supervisors of Contractor are essential to satisfactory performance of the work. Walker Range Forest Protective Association (WRFPA) may consider lack of competent and capable supervision as grounds to reject a Bid or terminate the resulting Contract. For this project, Contractor must use a qualified supervisor who has at least two years of experience doing hazardous fuels reduction work and one year of experience supervising forestry work. WRFPA reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crewmembers use to communicate.

Bidder must be able to meet all requirements and perform all services specified in the attached sample Contract and its exhibits.

METHOD OF AWARD: Award will be made on an all-or-none basis to the lowest responsive, responsible bidder for the combined total of Line Items accepted by WRFPA. WRFPA reserves the right to award all Line Items, one Line Item and not the other, any combination of Line Items, or to reject all bids if in the best interests of WRFPA.

IMPORTANT INFORMATION: Bidders are responsible for examining work localities and all terms of this Invitation to Bid. No consideration will be given to any claim resulting from bidding without comprehending all instructions, specifications, and/or work conditions.

PRE-BID TOUR: Bidders are encouraged to visit all units prior to bidding. An optional tour of the work areas is tentatively planned for July 31st, 2026, based on personnel availability. The tour will start July 31st, 2026, at 1:00 PM at the staging area located at the junction of Gulick Road and the Crescent Cutoff Road (43.46531, -121.78677) with an opportunity to ask questions about the contract or the required paperwork for bidding. Maps and aerial photos of the units will be available.

ALL BIDDERS PLEASE NOTE: You are encouraged to consult with your insurance carrier prior to bidding. All insurance requirements must be received by Walker Range Forest Protective Association, P.O. Box 665, Gilchrist, OR 97737 within 10 days after bid is awarded or your bid may be rejected.

ESTIMATES NOT BINDING: Any estimate or other information provided by WRFPA respecting the physical characteristics of the land, condition, or density of the area or areas to be treated under this contract is for information only and shall not be relied upon by any bidder. By submitting its bid, CONTRACTOR assumes all risks of personally investigating the site and the conditions relating to the performance of the contract. WRFPA neither represents nor warrants the accuracy of any estimate or information, and bidders agree to bear exclusive responsibility for, and to accept all risks associated with their estimates of the reasonable costs of the performance of this contract.

PERFORMANCE: CONTRACTOR shall perform all services required by this contract within the time specified in this contract, including extensions.

All services shall be performed in the most highly professional manner, and in accordance with the utmost industry standards. Unless the means or methods of performing a task are specified elsewhere in this contract, CONTRACTOR shall employ methods that are generally accepted and used by the industry.

Failure to meet the performance requirements of this contract shall constitute breach of contract.

WRFPA, by written notice to CONTRACTOR, may cancel the whole or any part of this contract:

- A. If CONTRACTOR fails to provide the services required by this contract within the time specified or fails to perform any other provision of this contract; and
- B. If CONTRACTOR, after receipt of written notice from WRFPA, fails to correct such failures within the number of days specified in the written notice.

The rights and remedies of WRFPA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

FORM OF PROPOSAL

The undersigned submits the following bid for furnishing all equipment and labor to perform fuels reduction services for the WRFPA in Crescent, Oregon, beginning August 17th, 2026, and ending December 31, 2026.

ITEM NO.	DESCRIPTION	AMOUNT	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Thin and Pile	115	Acres	\$ _____	\$ _____

Bidder's Note- Mandatory Requirements (Provide with Bid):

Bidder's Note: Please see attached map for project area.

DATE _____ SIGNATURE _____

NAME (Please type or print) _____

TELEPHONE NO: _____
(Toll free, if available)

TITLE _____

*****THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID***
FAILURE TO DO SO MAY RESULT IN BID REJECTION.**

The 1987 Oregon Legislative Assembly enacted a reciprocal preference law which states, in part:

In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder"...

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined....

1. CHECK ONE: Bidder is ☐ a resident bidder ☐ a non-resident bidder

2. If a resident bidder, enter your Oregon business address: _____

3. If a non-resident bidder, enter state of residency: _____

Bidder certifies that the information provided above is true and accurate.

Signature: _____

Title: _____ Date: _____

CERTIFICATE OF COMPLIANCE WITH TAX LAWS

I, the undersigned, being first duly sworn, acting on behalf of myself/duly authorized to act on behalf of (firm, corporation, partnership), hereby certify under penalty of perjury that I am/_____is, to the best of my knowledge, not in violation of any Oregon tax laws. For purposes of this certificate, "Oregon tax laws" are ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321, and 323 and Sections 10 and 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PROPOSAL (Cont.)

*****THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID***
FAILURE TO DO SO MAY RESULT IN BID REJECTION.**

CERTIFICATION OF COMPLIANCE WITH NONDISCRIMINATION LAWS

By my signature below, I hereby represent, warrant and certify under penalty of perjury:

that I am authorized to act on behalf of CONTRACTOR and that to the best of my knowledge, CONTRACTOR has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against any minority, women or emerging small business enterprises in obtaining any required subcontract.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

(A) – SIGNATURE OF BIDDER’S DULY AUTHORIZED REPRESENTATIVE

THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR.

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor; and

B. Contractor is bound by and will comply with all requirements, terms and conditions contained in this Contract.

Contractor (print Contractor’s name): _____

Authorized Signature: _____

By (print name): _____

Title: _____

Date: _____

Federal Tax ID # _____

UEI#: _____

Contact Person (Type or Print): _____

Contact Telephone Number: (_____) _____

Contact Fax Number: (_____) _____

Contact E-Mail Address: _____

(B) SIGNATURE OF WRFPA’S AUTHORIZED REPRESENTATIVE (*to be completed by WRFPA upon award of contract to successful Bidder*)

State of Oregon acting by and through

Authorized Signature: _____

By (print name): _____

Title: _____

Date: _____

Contact Telephone Number: (_____) _____

INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE.

Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency.

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors comply with these requirements.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Contractors shall provide proof of insurance of not less than the following amounts as determined by the Agency: not less than \$1,000,000 combined single limit per occurrence and an amount not less than \$2,000,000 per aggregate

iii. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractors shall provide proof of insurance of not less than the following amounts as determined by the Agency: not less than \$1,000,000 combined single limit per occurrence and an amount not less than \$2,000,000 per aggregate

B. ADDITIONAL INSURED.

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, and Walker Range Forest Protective Association, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE.

If any of the required liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract.

Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to Agency, upon Agency’s request, certification of the coverage required under this section.

D. NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from this Contractor or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

E. CERTIFICATE(S) OF INSURANCE.

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed in the policy as Additional Insured (or Loss Payees). Contractors shall pay for all deductibles, self-insured retention, and self-insurance, if any.

LAWS AND REGULATIONS REQUIREMENTS

PAYMENTS, CONDITIONS, AND LIENS: CONTRACTOR shall:

- a. Make payment promptly, as due to all people supplying contractor labor or material for the prosecution of the work provided for in such contract.
- b. Pay all contributions or amounts due to the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- c. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from the employees pursuant to ORS 316.167.

PERMITS, LICENSES, AND SAFETY: CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the operations. WRFPA may at any time require CONTRACTOR to satisfy WRFPA that operations under this contract comply with state, federal, and local laws and regulations. WRFPA may require CONTRACTOR to obtain a permit, license, or approval from the governmental body or agency responsible for administering applicable laws before CONTRACTOR may begin or continue an operation under this contract. In the performance of the operations, CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to people. The responsibility of CONTRACTOR stated herein shall cease upon the operations being accepted as complete by WRFPA.

LABOR LAWS AND WAGES: Insofar as applicable to the operations, PURCHASER shall comply with all state and federal laws in the employment and payment of labor.

LAWS, REGULATIONS, AND ORDERS: CONTRACTOR shall always observe and comply with all federal, state, and local laws and bylaws, codes, regulations, and ordinances, which in any manner affect the activities of CONTRACTOR under this contract. CONTRACTOR shall observe and comply with all orders or decrees that exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of CONTRACTOR.

CONTRACTOR shall comply with Oregon laws and with the rules and regulations of the Oregon Forest Practices Act, Oregon State Board of Health, and the Environmental Quality Commission relating to the protection of soil, air, and water resources.

CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964, and with Section V of the Rehabilitation Act of 1973.

SECTION 1 GENERAL REQUIREMENTS

- 1.1 **CONTRACTOR AND WRFPA DEFINED.** As used in these specifications, the term "CONTRACTOR" refers to Seller and the term "WRFPA" refers to Purchaser, as defined in the terms and conditions applicable to this contract. All persons acting for CONTRACTOR, such as employees, subcontractors, and agents of CONTRACTOR are included in the meaning of CONTRACTOR.
- 1.2 **CONTRACTOR OBLIGATIONS.** CONTRACTOR agrees to perform and complete the service described in the bid invitation in accordance with the work requirements of the contract and attached exhibits. CONTRACTOR shall furnish all labor, supervision, equipment, and materials for the service.
- Experienced, qualified supervisors of CONTRACTOR are essential to satisfactory performance of the work. WRFPA may consider lack of competent and capable supervision as grounds to reject a bid or terminate this contract. An experienced, qualified supervisor must have approximately two years of experience doing the type of work requested in this bid and one year's experience supervising crews doing forestry type work. WRFPA reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crewmembers use to communicate.
- 1.3 **SUBCONTRACTING.** No part of the work may be subcontracted without written authorization from WRFPA. Final billing for completed work shall be accompanied by a statement from each subcontractor, signed by that subcontractor, stating that payment in full has been made for all materials supplied and services rendered by that subcontractor.
- 1.4 **WRFPA AND CONTRACTOR REPRESENTATIVE.** An employee of Walker Range Forest Protective Association will be designated as representative to provide directions for work, periodically inspect the work for conformance with specifications, certify work accomplishment, and act as field representative for WRFPA.
- CONTRACTOR shall designate in writing a representative who is authorized to represent and act on behalf of CONTRACTOR in all matters pertaining to this contract. The representative shall always be present on the project.
- 1.5 **TERMINATION.** This contract may be terminated by mutual consent of both parties or by WRFPA at its discretion. WRFPA may terminate work at any time with written notice. Such notice shall state the extent and effective date of such termination. Upon receipt, CONTRACTOR shall stop performance under this contract as directed by WRFPA. If this contract is terminated, CONTRACTOR shall be paid in accordance with the terms of the contract for services performed and accepted which cannot be mitigated by resale as provided in ORS 72.7060 (Uniform Commercial Code).
- 1.6 **ROAD ACCESS AND MAINTENANCE.** When CONTRACTOR is required to use forest roads for access to and within work areas, CONTRACTOR shall take measures to prevent damage to the road and shall perform any minor maintenance to protect the road from surface drainage.
- 1.7 **FIRE RESPONSIBILITY.** If a fire occurs on a work area while the operation is in progress, CONTRACTOR shall immediately make every possible effort to control and extinguish the fire and continue this effort until the fire is extinguished. CONTRACTOR is also responsible for all firefighting costs incurred by CONTRACTOR, STATE, BLM, or Walker Range Forest Protective Association for fires resulting from CONTRACTOR's operations, or willful, malicious, or negligent acts of CONTRACTOR. Further, CONTRACTOR shall save harmless STATE, BLM, or Walker Range

Forest Protective Association from all costs, damage, and loss which STATE, BLM, or Walker Range Forest Protective Association may incur from such fires.

Open fires are not allowed at any time without permission from WRFPA. WRFPA also has the authority to suspend any or all work due to fire hazard.

Under the Industrial Fire Prevention Laws (IFPL) the CONTRACTOR shall provide for a watchman service during closed fire season and shall have all necessary fire equipment available in accordance with any applicable provisions of ORS 477.615 to 477.670 and OAR 629-043-0010 to 629-043-0036.

- 1.8 INSPECTION. WRFPA will periodically inspect thinned areas to determine hazardous fuels reduction specifications are being followed as listed in section 3. To receive payment, the Contractors completed work must meet the criteria for acceptance as determined by the Departments Contract Administrator or representative thereof.

Acceptance criteria are as follows:

- A. All woody vegetation (brush, small trees and other material specified by Agency) must be cut, piled, or lopped and scattered as direct by the Agency and meet the desired specifications outlined in section 3.
- B. Residual resource disturbance to be kept at a minimum. Leave trees must not be excessively damaged or mangled.
- C. Contractor will leave work areas clean of trash or other debris.

- 1.9 PAYMENT. CONTRACTOR may request monthly payments for certified work completed each month. WRFPA will inspect the work and certify the amount of work done according to work specifications. Final payment will be made when all work is certified.

If work is terminated for convenience, as provided by Section 1.5, WRFPA will pay for all certified work. WRFPA may offer adjusted payment for certain work not done according to specifications if the work was done diligently and defects were not caused deliberately or maliciously.

Full payment will be awarded for acreage which meets the range of "Hazardous Fuels Reduction" per acre listed on table 1.

SECTION 2 HAZARDOUS FUEL REDUCTION REQUIREMENTS

- 2.1 WORK TO BE DONE. The contractor shall cut and pile vegetation, trees, snags and downed wood within a Service area identified by WRFPA for the purpose of decreasing the probability and threat of wildfires in the forest of Klamath County in the State of Oregon. A pre-work meeting between the Contractor and the WRFPA Field Administrator will be held prior to starting the work on the service area to discuss the general type of vegetation that is to be cut, preferred tree species to be left and spacing for these trees. The contractor will be responsible for the specific, on-site selection of vegetation, trees, snags and downed wood to be cut, according to the standards established in discussions with the WRFPA Field Administrator. Refer to Section 3 & Table 1.
- 2.2 WORK AREAS. There are 134 acres to be treated. The location of the unit is shown on the attached map, Figure 1 & Figure 2. Project boundaries are marked with blue flagging. Payment will be according to the acreage shown on Table 1. CONTRACTOR should adjust the bid rate for any apparent difference in acreage.

WRFPA reserves the right to specify a priority order for the treatment of units based on changing phenological events.

WRFPA reserves the right to reduce or to increase the acreage to be treated by an amount that does not exceed 20 percent of the total acreage specified in the Invitation to Bid. No increase or decrease under this section shall change the unit price bid by CONTRACTOR, and WRFPA shall pay CONTRACTOR no more than the product of the unit price bid by CONTRACTOR and the number of acres actually thinned by CONTRACTOR.

In addition, WRFPA reserves the right to reduce the acreage by more than 20 percent if, in WRFPA's opinion, conditions exist which prohibit the proper treatment of an area.

- 2.3 WORK PERIOD. After the Notice to Proceed is issued, either verbally or in writing by WRFPA, work shall commence within 10 days unless otherwise approved by WRFPA. CONTRACTOR shall schedule a pre-work meeting with WRFPA prior to the commencement of operations. Work shall be continuous, unless weather conditions or circumstances beyond CONTRACTOR's control prevent working. Any suspension of work of more than 48 hours must be approved in writing by WRFPA representative.

In any case, all work shall be completed, and the contract shall terminate no later than December 31, 2026, unless extended by WRFPA. WRFPA, by written notice to CONTRACTOR, may extend the date of completion if weather or other conditions justify such action.

- 2.4 BUFFERS. Buffer 10 feet wide shall be left on each side of all small non-fish streams only in the units directed by WRFPA. Slash or debris shall not be left in the streams. Slash is defined as felled trees, trimmings, and other debris resulting from the felling of surplus trees. Buffer is defined as an uncut strip.

- 2.5 ROADSIDE CLEARING. Slash or debris shall not be left in the road prism. CONTRACTOR will be required to pull back all slash created during the operation to a minimum of 3 (three) feet from the top of the cut bank, the road's edge, and from the inlets and outlets of all culverts. All mainline roads must be cleared immediately. All other roads must be cleared daily to allow for access.

- 2.6 MATERIALS AND SERVICES FURNISHED BY WRFPA:

- a. Designated representative to acquaint CONTRACTOR with areas and access roads and to represent WRFPA in administration of contract.
- b. Periodic inspection of work for compliance and certification of CONTRACTOR's work.
- c. Maps of units to be thinned.

- 2.9 MATERIALS AND SERVICES FURNISHED BY CONTRACTOR:

- a. All equipment necessary to complete the work specified in the contract.
- b. All costs of equipment, operation, and transportation.

- c. Crews each day, at the rate specified in Section 2.4, with an experienced, qualified supervisor for each crew.
- d. All required safety equipment and training for crew members in use of tools.
- e. Designated representative to supervise contract operations and represent CONTRACTOR.
- f. An operations map indicating planned progression of work.
- g. Watchman services and fire equipment as required by STATE.

2.10 PRODUCTION SCHEDULE. Once work has commenced, CONTRACTOR shall Maintain progress at a continuous rate which will ensure adherence to the following production schedule. The production schedule may be modified by WRFPA in writing.

Item	Completion Date
*115 ACRES (%100 of the Contract)	12/31/2026

SECTION 3 TREATMENT SPECIFICATIONS

Objectives:

- Implement hazardous fuel treatments adjacent to high-risk communities, reducing risk to the public and private property against severe wildfire events.
- Maintain a multi-aged and multi-species mix of drought tolerant and fire-resistant conifer species and hardwoods.
- Restore fuel loading and arrangement to levels characteristic of low and mixed severity fire regimes.
- Decrease fuel continuity to reduce risk of large-scale fire events.
- Reduce competition to legacy trees.
- Provide forest products to local community

3.1 Treatment Description:

CONTRACTOR shall thin the stand understory and mid-story to reduce surface fuel biomass, reduce fuel continuity, and reduce ladder fuels to the forest canopy. Cut materials must be piled for burning.

CONTRACTOR shall:

- Cut all conifers to an average of 18-to-20-foot spacing.
- Retain all hardwoods
- Pile slashed material, including tree boles less than 6 inches DBH.
- Place piles at least 20 feet away from leave tree driplines

**SECTION 4 ACTIONS FOR NON-COMPLIANCE WITH CONTRACT
SPECIFICATIONS OR UNSATISFACTORY PERFORMANCE**

- 4.1 **SUSPENSION.** Should CONTRACTOR fail to make reasonable effort to comply with the terms and conditions of this contract, WRFPA shall deliver written notice to CONTRACTOR's representative, designated under Section 1.4 to correct the deficiencies within 24 hours of the time notice is delivered. If CONTRACTOR fails to correct the deficiencies within the 24 hours, WRFPA may, with written notice, suspend operations until the deficiencies have been corrected.
- 4.2 **MECHANICAL BREAKDOWN.** Should any essential facilitating equipment breakdown for any reason and cause stoppage or delay of the pre-commercial thinning operation, that equipment shall be repaired or replaced to proceed with the contract immediately, unless otherwise specified by WRFPA. Failure to do so may result in the suspension specified in Section 4.1.
- 4.3 **TERMINATION OF OPERATIONS.** If, within 48 hours after delivery of the written notice by Section 4.1, the deficiencies have not been corrected, WRFPA reserves the right to obtain personnel, equipment, material, and supplies from other sources, and to hold CONTRACTOR and surety for costs occasioned thereby in completing the contract.

TABLE 1. Unit Name with Legal Description

Unit Name	Item#	Acres	Sections	Township	Range
Marsha	1	115	32 5	24S 25S	08E 08E
Total		115			

Marsha Fuels

±115 net ac.
T24S R8E S32
T25S R8E S5
Klamath County

-  Unit
-  Shanda Asset Management Property
-  Little Deschutes River
-  Crescent Cutoff Road
-  Section Line
-  Native Surface Road

