

Attachment A_03
SECTION H--SPECIAL CONTRACT REQUIREMENTS

H-1 AGAR 452.237-74 KEY PERSONNEL (FEB 1988)

(a) In the Technical Proposal, the Contractor shall assign to this contract key personnel, in accordance to the requirements of Section L and Section M.

(b) During the first thirty (30) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 30-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H-2 SUPERINTENDENCE BY CONTRACTOR

The name and the specific authorities of the foreman or superintendent must be designated in writing to the Contracting Officer. The Contractor may use his/her own prepared letterhead stationery or a "Designation of Contractor's Representative" form available from the Contracting Officer. If the Contractor or the designee is not present when work is being performed on the contract, a Suspend Work Order may be issued with contract time continuing to run. The Contractor shall have a person on-site that is fully conversant in the English language.

H-3 SALVAGE RIGHTS

No Contractor salvage rights exist under the contract unless specifically provided elsewhere herein.

H-4 MATERIAL SOURCES / DISPOSAL

Rock and mineral soil excavated within the normal excavation shall be conserved and used as needed.

If applicable, disposal areas shown on the plans are for clearing, grubbing and excavation materials only. No man-made products shall be placed in designated disposal areas unless approved in advance by the Contracting Officer.

H-5 CAMPING PERMIT COMPLIANCE

Contractor shall comply with all terms and conditions of any camping permit issued to allow use of premises. Any non-compliance will result in suspension of work until compliance is achieved.

H-6 BLASTING

Shall NOT be allowed at any time during the duration of this project.

H-7 AIRCRAFT USE

Shall NOT be allowed at any time during the duration of this project.

H-8 LANDSCAPE PRESERVATION AND HAZARDOUS MATERIALS

- (a) The Contractor shall confine operations to within the clearing limits or other areas designated in the contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer. The Contractor shall make all reasonable attempts to preserve the scenic and natural environment within and adjacent to this construction project.
- (b) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, lakes, reservoirs, and other surface waters.
 - (1) Wash water or waste from concrete, aggregate or other operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
 - (2) Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.
- (c) No petroleum products or other hazardous substances shall be released on or into land or rivers, streams, impoundments or other waters, or into natural or manmade channels leading thereto or therefrom. Servicing of all equipment shall be done only in the areas approved by the Contracting Officer. The Contractor shall transport off government lands all waste oil, vehicle oil filters (drained of free-flowing oil), and oily rags and shall dispose of such materials in accordance with applicable State and Federal regulations.

H-9 ARCHAEOLOGICAL AND HISTORIC SITES

Location of known archaeological, historic, or pre-historic materials--such as Amerind artifacts and/or historic mining, logging, or fur trapping remains protected by the American Antiquities Act (16 USC 433)--will be identified for the contractor prior to the commencement of work. The Forest Service shall unilaterally modify, or cancel, this contract to protect an area, object of

antiquity, artifact or similar object which is, or may be, entitled to protection under these Acts regardless of when the area, object or artifact is discovered or identified. Discovery of such areas or objects by either party shall be promptly reported to the other party.

Contractor shall protect (for each Individual Project Task Order the Contracting Officer will specify items for protection) all known and identified historic or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture against destructions, obliteration, removal or damage during Contractor's Operations. In accordance with 36 CFR 296.14(c), the Contractor shall bear costs of restoration, provided that such payment shall not relieve the Contractor from civil or criminal remedies otherwise provided by law.

Wheeled or track-laying equipment shall not be operated within such areas, except on roads. Unless agreed otherwise, trees will not be felled into such areas.

H-10 PROTECTION OF HABITAT OF ENDANGERED, THREATENED AND SENSITIVE SPECIES

Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended, or as sensitive by the Regional Forester under authority of FSM 2670, are shown on the Plans and identified on the ground.

If protection measures prove inadequate, if other such areas are discovered, or if new species are listed as federally threatened or endangered, or as sensitive by the Regional Forester, Forest Service may either cancel or unilaterally modify this contract to provide additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

H-11 PROJECT SITE CLEAN UP

Project site cleanup includes the removal and proper disposal of all project trash, debris, and residue off National Forest Land.

All spills of petroleum products including leak spots from parked vehicles shall be removed and properly disposed according to all Local, State, and Federal rules, regulations, and laws governing such disposal. Any Fuel Trucks staged on-site must be equipped with spill containment kits and portable berms that meet all state and federal regulations. A Spill Containment Plan must be submitted and approved prior to the start of work. If a Single Oil or Oil Product Container exceeds 660 Gallons, or if the Combined On-Site Storage exceeds 1,320 Gallons, the Contractor shall prepare, and submit for review and approval, then later for implementation a Spill Prevention and Countermeasures Plan. The (SPCC) Plan shall meet applicable EPA requirements (40 CFR 112), including required certification by a Registered Professional Engineer. Contractor is responsible for all clean-up costs of petroleum product spills within the project vicinity area caused directly or indirectly by their employees or from their contract operations.