

**Department of Energy**

Official File

Bonneville Power Administration  
P.O. Box 3621  
Portland, Oregon 97208-3621

CORPORATE

February 22, 2005

In reply refer to: KDP-7

Steven E. Turner  
Miller Nash LLP  
Attorneys at Law  
500 E. Broadway  
P.O. Box 694  
Vancouver, WA 98666-0694

RE: Freedom of Information Act Request #05-025

Dear Mr. Turner:

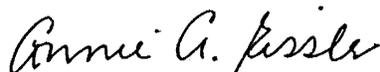
This letter responds to your Freedom of Information Act (FOIA) request dated February 8, 2005 and designated as FOIA #05-025.

Specifically, you asked for copies of all BPA contracts relating to the spraying of herbicides to clear vegetation from rights of way and other BPA facilities in the vicinity of the Underwood Substation, near the White Salmon Vineyards, located on Newell Road in Underwood, Washington. Enclosed in its entirety is a copy of the BPA contract that was in place in the summer of 2002 relating to your request. BPA has no other documents responsive to this request.

If dissatisfied with this determination, you may make an appeal within thirty (30) days of receipt of this letter to Director, Office of Hearings and Appeals, Department of Energy, 1000 Independence Avenue SW, Washington, D.C. 20585. Both the envelope and the letter must be clearly marked "Freedom of Information Act Appeal".

There is no charge for providing the enclosed document to you.

Sincerely,



Annie A. Eissler  
Freedom of Information Act Officer

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## **UNIT 1 — SCHEDULE**

### **CONTRACT TYPE (7-1) (SEP 98)(BPI 7.1)**

This is a Master Agreement type contract.

### **INDEFINITE-QUANTITY CONTRACT: ORDERING (7-5) (SEP 98)(BPI 7.2.4.1)**

- (a) This is an indefinite-quantity contract. The Contractor shall furnish to BPA, when and if ordered, the supplies or services specified in the Schedule of Items. The quantities of supplies and services specified in the Schedule of Items are estimates only and are not purchased by this contract. Delivery or performance shall be at locations designated in orders.
- (b) Only orders placed by individuals or BPA offices designated by the Contracting Officer will be considered valid orders. If mailed, a delivery order is considered "issued" when BPA deposits the order in the mail. Orders may also be issued orally or by facsimile.
- (c) Except for any limitations on quantities shown below, there is no limit on the number of orders that may be issued.
  - (1) Minimum, Individual Order: none
  - (2) Maximum, Individual Order: none
  - (3) Minimum, Total Orders: none
  - (4) Maximum, Total Orders: none
- (d) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and BPA's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor is not obligated to make deliveries after June 1, 2001.
- (e) All orders are subject to the Terms and Conditions of this contract. In the event of conflict between an order and this contract, the contract shall control.

### **MASTER AGREEMENT: BASIC TERMS (7-6) (SEP 98)(BPI 7.2.4.2)**

- (a) Effective Period. This agreement is effective upon receipt and acceptance of this Agreement and continues until canceled by BPA or the Contractor in writing, or the date in Block 5, Page 1 of this master agreement, whichever occurs first.
- (b) BPA's Obligation. This agreement places no obligation on BPA to purchase a minimum amount of supplies or services. BPA is obligated only to the extent of authorized orders actually placed against this agreement.
- (c) Ordering. Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders may be oral or written (including facsimile). If mailed, an order is

considered "issued" when BPA deposits the order in the mail. There is no limit on the number of orders that may be issued.

- (d) Order Numbers. An "order number" will be the identifying number for each order placed against this agreement. Both this order number and the Master Agreement Number must be included on all correspondence, packing lists, invoices, etc.
- (e) Delivery Tickets. All deliveries made under this agreement shall be accompanied by a delivery ticket or sales slip which shall contain the following minimum information: (1) Name of Contractor; (2) Master Agreement Number (See Block 3, Page 1); (3) Date of order; (4) Name of BPA employee placing order; (5) order number; (6) Itemized list of supplies or services furnished (quantity, unit price, and extended price, less discounts); and (7) Date of delivery or shipment.
- (f) Variation in Quantity. No variation in the quantity of any item ordered will be accepted unless such variation has been caused by conditions of loading, shipping, or packing or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this agreement or in any specific order.
- (g) Transportation Charges. No allowance will be made for packing, cartage, carting, or transportation charges unless specifically provided elsewhere in this agreement or unless provided at the time a specific order is placed.
- (h) Inspection and Acceptance. Inspection and acceptance will be at the place specified in each order for delivery or performance.
- (i) Taxes and Duties. The price includes all applicable Federal, State, and local taxes and duties in effect on the date a call is placed, but does not include any taxes from which BPA, the Supplier, or any specific order is exempt. Upon request of the Supplier, BPA shall furnish a Tax Exemption Certificate or similar evidence of exemption, if appropriate, with respect to any such tax not included in the price pursuant to this clause.
- (j) Payment.
- (1) Payment Due Date. Payment shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (2) Invoices. Supplier's may invoice monthly or at more frequent intervals as may be agreed to by the Contracting Officer. Invoices shall include:
- supplier's name and address;
  - invoice date;
  - master agreement number;
  - order number;
  - description of products delivered or work performed;
  - price and quantity of item(s) actually delivered or rendered identified separately by order number;
  - the name and address of the person to whom payment will be made; and
  - name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

If the order is for supplies, each invoice shall also contain a reference to each delivery ticket and shall be supported by a copy of the delivery ticket. Failure to submit a proper invoice may result in a delay in payment.

- (3) Prompt Payment Act. This agreement is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and Office of Management and Budget Circular A-125.
- (4) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury, Section 12, of the Contract Disputes Act of 1978 (41 U.S.C. 611).

**VARIATION IN ESTIMATED QUANTITY- SERVICE AND CONSTRUCTION CONTRACTS (14-6)  
(SEP 98)(BPI 14.6.2)**

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the item varies more than 10 percent from the estimated quantity, an equitable adjustment in the unit price of units performed outside of the established range shall be made at the request of either party, if the variation in quantity alters the cost of the performance of the work.

## UNIT 2 — CONTRACT CLAUSES

### PAYMENT AND TAXES

#### ELECTRONIC FUNDS TRANSFER PAYMENT (22-20) (SEP 98)(BPI 22.6.2)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment. Until January 1, 1999, payment may be made by other than EFT if the Contractor certifies in writing to BPA payment office that it does not have an account with a financial institution or an authorized payment agent capable of receiving a Federal EFT. After January 1, 1999 payment must be made by the EFT method.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Disbursement Operations office is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Disbursement Operations using either SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" or BPA's "Simplified Vendor Express Enrollment Form." These EFT enrollment forms are available either from the Contracting Officer (CO) or from BPA Disbursement Operations. If you have any questions or need assistance, please call the BPA "Vendor Hot Line" at (503) 230-5787. Submit completed enrollment form to the following address:
- Bonneville Power Administration  
Disbursement Operations, Attention: EFT  
PO Box 3621  
Portland, OR 97208-3621
- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Disbursement Operations office. BPA Disbursement Operations must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

**INVOICES AND PAYMENT FOR TASK ORDERS OR TASK ASSIGNMENTS (22-53)  
(SEP 98)**

- (a) For Task Orders/Assignments placed on a time and materials basis, BPA shall reimburse the Contractor for work performed hereunder in amounts which total shall not exceed the agreed-upon ceiling amount for each task order issued, unless expenditure of an additional amount is approved in writing by the Contracting Officer. Invoices shall be submitted in accordance with the payment provisions specified in the clause titled "Payment".
- (b) For Task Orders/Assignments placed on a fixed price basis, BPA shall pay the Contractor for work performed hereunder in accordance with the payment schedule described in the Task Order. Invoices shall be submitted in accordance with the payment provisions specified in the clause titled "Payment".

**BASIS OF PAYMENT -- TIME-AND-MATERIALS CONTRACTS (22-4)  
(SEP 98)(BPI 22.1.3)**

BPA shall pay the Contractor as follows after submission of invoices approved by the CO. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services.

- (a) Hourly Rate.
  - (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. The Contractor shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the CO.
  - (2) Overtime. The hourly rates shall not be varied by virtue of the Contractor having performed work on an overtime basis unless the CO has specifically authorized overtime and the contract includes overtime rates.
- (b) Materials. Allowable costs of direct materials shall be determined by the CO in accordance with Part 13 of the BPI in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices, consistent with Part 13 of the BPI. Direct materials are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.
- (c) Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. Any variation from these requirements must be approved by the CO. Contractors may request a letter from the Contracting Officer authorizing access to airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
- (d) Subcontracts. The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause, if such costs are consistent with Part 13 of the BPI. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor. Reimbursable costs shall not include any costs arising from the letting, administration or

supervision of performance of the subcontract, if the costs are included in the hourly rates in the Schedule.

- (e) Responsibility to obtain best overall price. To the extent able, the Contractor shall--
- (1) Obtain materials, subcontracts, and travel at the most advantageous prices available with due regard to securing prompt delivery of satisfactory products and services; and
  - (2) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits and additionally, give credit to BPA for any amounts that have accrued to the benefit of the Contractor or would have accrued except for the fault or neglect of the contractor. When unable to take advantage of the benefits, the Contractor shall promptly notify the CO and give the reasons.
- (f) Material the Contractor regularly sells to the public. If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (e)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to BPA; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.
- (g) Audit. At any time before final payment under this contract the CO may audit the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the CO not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Contractor as the "final invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract, BPA shall promptly pay any balance due the Contractor.
- (h) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to BPA. The Contractor and each assignee shall assign to BPA all such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the CO.

**PAYMENT (22-12)**  
**(SEP 98)(BPI 22.2.5)**

- (a) Payment Due Date. Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (b) Billing Instructions.
- (1) Invoices must include the contractor's name and address, invoice date, contract number, task order number (if applicable), contract line item number, description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered (amounts billed for work performed under a task order must be separately identified by task order number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone

number, and mailing address of person to be notified in event of a defective invoice. Failure to submit a proper invoice may result in a delay in payment.

Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO.

- (c) **Payment Method.** Payments under this contract will be made by electronic funds transfer whenever possible, or by check, at the option of BPA.
- (d) **Prompt Payment Act.** This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and Office of Management and Budget Circular A-125.
- (e) **Interest Penalty Payments.** If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

**DISCOUNTS FOR PROMPT PAYMENT (22-10)**  
**(SEP 98)(BPI 22.2.1)**

In connection with any discount offered for prompt payment, time shall be computed from the date shown on the invoice or if no date is shown then from the date BPA receives the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

**CONTRACT CEILING LIMITATION (22-7)**  
**(SEP 98)(BPI 22.1.3)**

- a) The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the contract ceiling. The contract ceiling includes all estimated costs (both direct and indirect) and any fee allowance. If this is a cost-sharing contract, the contract ceiling includes both BPA's and the Contractor's share of the cost.
- (b) **Notification of CO.** The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) **Revised Estimate.** As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing this contract.
- (d) **Contract Ceiling.**
  - (1) BPA is not obligated to reimburse the Contractor for costs incurred in excess of the contract ceiling specified in the Schedule or, if this is a cost-sharing contract, the estimated cost to BPA specified in the Schedule; and
  - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the contract ceiling specified in the Schedule, until the CO notifies the Contractor in writing that the contract ceiling has been increased.
- (e) No notice, communication, or representation, or from any person other than the CO, shall affect this contract's contract ceiling.

- (f) If this contract is terminated or the contract ceiling is not increased, BPA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

**WITHHOLDING (22-9)**  
**(SEP 98)(BPI 22.1.5)**

- (a) The Contracting Officer reserves the right to withhold an amount not to exceed 10 percent of the contract price if determined necessary to protect BPA's interests.
- (b) Upon completion and acceptance of each severable item of work for which the price is stated separately in the contract, payment shall be made for the completed work, less liquidated damages (if any), without withholding of a percentage.

**TAXES -- INDEFINITE DELIVERY CONTRACTS (22-14)**  
**(SEP 98)(BPI 22.5.3.2)**

The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and BPA agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

**FEDERAL, STATE, AND LOCAL TAXES (22-15)**  
**(SEP 98)(BPI 22.5.3.2)**

- (a) The contract price shall include all applicable Federal, state, and local taxes and duties.
- (b) The contract price shall be increased by the amount of any after-imposed Federal excise tax or duty, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price.
- (c) The contract price shall be decreased by the amount of any after-relieved Federal excise tax or duty.
- (d) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (e) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (f) Notwithstanding any of the above provisions for adjustment of the contract price in the event of a change in a Federal excise tax or duty after the contract date, no increase in the contract price shall be made for any duty imposed under the Tariff Act of 1930, as amended, (19 U.S.C. 1303) or the Anti-dumping Act of 1921, as amended (19 U.S.C. 160-171).

## **GENERAL CONTRACT ADMINISTRATION**

### **APPLICABLE REGULATIONS (1-1)**

#### **(SEP 98)(BPI 1.3.1)**

Purchases made by the Bonneville Power Administration are subject to the policies and procedures outlined in the Bonneville Purchasing Instructions. The BPI is available without charge on the Internet at <http://www.bpa.gov>. Copies are available for purchase from the Head of the Contracting Activity. The public may purchase unbound copies of the BPI from the Head of the Contracting Activity - GP, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon 97208. The cost is \$30.00. Subscriptions are not available.

### **CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)**

#### **(SEP 98)(BPI 14.3.2)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

### **STOP WORK ORDER (14-14)**

#### **(SEP 98)(BPI 14.12)**

- (a) The Contracting Officer may order the Contractor to suspend all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of BPA.
- (b) The Contractor shall immediately comply with the Contracting Officer's order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order.
- (c) If a stop work order is issued for the convenience of BPA, the Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, if the order results in a change in the time required for, or the costs properly allocable to, the performance of any part of this contract.
- (d) A claim under this clause shall not be allowed (1) for any cost incurred more than 20 days before the Contractor notified the Contracting Officer of the basis of the claim in writing, and (2) unless the claim stating the amount of time or money requested, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

### **CHANGES - TIME-AND-MATERIALS (14-10)**

#### **(SEP 98)(BPI 14.10.5.2)**

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
  - (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.
  - (2) Method of shipment or packing.

- (3) Place of delivery or performance.
  - (4) Description of services to be performed.
  - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (6) BPA-furnished property.
  - (7) Place of inspection or acceptance.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the (1) ceiling price, (2) hourly rates, (3) delivery schedule, and (4) other affected terms, and shall modify the contract accordingly.
  - (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
  - (d) Failure to agree to any adjustment shall be a dispute under a disputes clause, if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (e) Notwithstanding the terms and conditions of Paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the revised contract estimated cost and, if this contract is incrementally funded, the additional amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.
  - (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

**EXAMINATION OF RECORDS (12-3)**  
**(SEP 98)(BPI 12.8.8.1)**

- (a) The contractor shall keep accurate and complete accounting records in support of all cost-based billings to BPA in accordance with generally accepted accounting principles and practices. The Comptroller General of the United States, the Contracting Officer, or their representatives, shall have the right to examine, audit, and reproduce any of the Contractor's pertinent records involving transactions related to this contract or any subcontract hereunder. Records includes, but is not limited to, books, documents, and other information regardless of form (e.g., machine readable data) or type (e.g. data bases, applications software, data base management software, utilities, etc.) including computations and projections related to proposing, negotiating, pricing, subcontracting, modifying or performing the contract. The purpose of such examination shall be to determine the accuracy, completeness, and currency of costs charged under the contract and/or to verify cost or pricing information submitted to BPA.
- (b) Such documents shall be available for three (3) years after final payment or, in the case of termination, three (3) years from the date of any final termination settlement. Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims have been disposed of.

- (c) The contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in other than fixed price subcontracts over \$100,000, altering the clause as necessary to identify the contracting parties and the Contracting Officer under the prime contract.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)  
(SEP 98)(BPI 23.4.1)**

- (a) The following definitions shall apply to this contract:

- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified data" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified data may include, but are not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data within the meaning of 18 U.S.C. 1905 and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled nuclear information within the meaning of 42 U.S.C. 2168; energy supply data; economic forecasts; and financial data.

- (b) The contractor is responsible for protecting BPA property including sensitive unclassified data. Based on the review discussed in paragraph (d) below, the contractor shall make a determination as to an employee's eligibility or continued eligibility for access to such BPA facilities. When the contractor is an individual, BPA will conduct the screening.

- (c) As part of its effort to protect BPA facilities and attendees of on-site child care centers, the contractor shall establish a personnel screening procedure for those employees that have access to such facilities. The personnel screening process need not be applied to contractor personnel who currently have a DOE or other government agency access authorization or security clearance.

- (d) In instances where an individual requiring access is an employee of a subcontractor, the contractor shall be responsible for ensuring that the subcontractor has successfully screened the employee before granting the individual eligibility for access.

- (e) The personnel screening activities listed in (1) through (6) below shall be conducted to determine an individual's eligibility or continued eligibility for access to BPA facilities. Such a determination shall not be construed as a substitute for determining whether an individual is suitable for employment. At a minimum, the personnel screening process shall include:

- (1) Verification of employment history;
- (2) A review of references listed on the employment application;
- (3) Verification of employment for the last 5 years;
- (4) Verification of education (high school or beyond) that resulted in the awarding of a degree;
- (5) A credit check; and
- (6) A law enforcement check in the state of residence over the past 5 years, and a fingerprint check.

- (f) In addition to the requirements described in (e) and (h) of this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) Contractor approval for an individual's access shall be based upon the issues below and constitutes a determination that permitting the individual to access BPA facilities is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these issues shall be sufficient grounds to deny access.
  - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy.
  - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts.
  - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse.
  - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (i) The contractor's screening process shall provide that when an initial determination is made to disapprove, the individual shall be informed of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination. If the individual provides new information, the unfavorable information that formed the basis in the initial disapproval of access, as well as the new information presented by the individual, shall again be reviewed in order to render a final determination as to whether access shall be approved. The individual shall be informed of the final determination.
- (j) The individual's employment records or personnel file shall contain a copy of the final determination and the basis for the determination. If access is approved, annual reviews of the individual's employment records or personnel file shall be conducted by the employer to assure the individual's continued eligibility for access. Annual reviews and recertification or approvals for access shall be noted in the records or file.
- (k) The personnel screening process shall be made available, as required, to the BPA Security Officer or his designee, and Government representatives conducting contract audits or computer security program compliance reviews.
- (l) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.
- (m) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities.

**ORDER OF PRECEDENCE (14-3)**  
**(SEP 98)(14.4.1)**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications or statement of work); (b) contract clauses; (c) the specifications or statement of work; and (d) other documents, exhibits, and attachments.

**STANDARDS OF CONDUCT AND BUSINESS PRACTICES**

**DRUG-FREE WORKPLACE (3-6)**  
**(SEP 98)(BPI 3.6.4)**

- (a) The contractor agrees that with respect to all employees to be employed under this contract it will provide a drug-free workplace as described in this clause.
- (b) Definitions. As used in this clause "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812), as from time to time amended, and as further defined in regulation at 21 CFR 1308.11-1308.15, as amended.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employees who have other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (c) The Contractor, if other than an individual, shall -- within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an on-going drug-free awareness program to inform such employees about--
    - (A) The dangers of drug abuse in the workplace;
    - (B) The contractor's policy of maintaining a drug-free workplace;
    - (C) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (D) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (c)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (c)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
- (A) Abide by the terms of the statement; and
- (B) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision (c)(4)(B) of this clause, from an employee, or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subparagraph (c)(4)(B) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (A) Taking appropriate personnel action against such employee, up to and including termination; and/or
- (B) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (c)(1) through (c)(6) of this clause.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (c) of this clause may, pursuant to BPI 3.6.3 render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

**CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)**  
**(SEP 98)(BPI 3.7.1)**

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) Harassment-free workplace;
- (2) Non-smoking workplace;
- (3) Firearms and other weapons (BPAM 1073);
- (4) Safety and health (clauses 15-2 and 15-4);
- (5) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites; and

(6) Standards of conduct regarding transmission information (BPI 3.2).

(b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

## **SOCIO-ECONOMIC ISSUES**

### **NONDISCRIMINATION AND AFFIRMATIVE ACTION (10-1) (SEP 98)(BPI 10.2)**

- (a) The Contractor shall not discriminate against its employees or applicants because of their race, color, religion, sex, national origin, age, status as Disabled or Vietnam Veterans, or physical or mental handicaps. The Contractor certifies that it does not, and will not, maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Contractor agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:
- (1) For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Contractor disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).
  - (2) For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).
  - (3) For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 CFR Part 60-741).
  - (4) For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).
- (b) The Contractor shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

### **WAGE DETERMINATION (10-5) (SEP 98)(BPI 10.3.4)**

The hourly rates and fringe benefits to be paid service employees under this contract shall not be less than those listed in the attached Service Contract Act wage determination.

## **ENVIRONMENT AND SAFETY**

**CLAUSE 15-4 SAFETY, HEALTH AND PROPERTY PROTECTION – SERVICES (10-5.2M) (SEP 98)(BPI 15.2.1)**

(a) The Contractor shall protect the safety and health of its employees while working on a BPA site. The Contractor shall prevent damage to property, materials, supplies and equipment. In fulfilling these requirements, the Contractor shall comply with applicable laws, regulations, and any BPA safety and health requirements stated elsewhere in this contract. The Contractor shall immediately report to the Contracting Officer's Technical Representative (COTR) or Field Inspector (FI) any onsite injuries or property damage.

(b) The Contractor shall be responsible for damages caused by the Contractor's failure to comply with this clause, including failures of subcontractors. The Contractor shall hold BPA harmless from any suits, actions and claims for injuries to or death of persons or damage to property arising from any action or omission of the Contractor, its subcontractors, in any way related to the work under this contract.

(c) The Contractor shall immediately correct any noncompliance upon discovery, or upon notification by the Contracting Officer or a designated representative. The Contracting Officer or a designated representative may issue a stop work order if the Contractor fails to promptly correct their noncompliance. No time extension, claims of damages, or excess costs resulting from the stop work order or corrective action will be allowed.

(d) The Contractor shall furnish all personal protective and other required safety equipment, except that which has been specified to be furnished by BPA. Hard hats meeting the requirements of OSHA/ANSI shall be worn by all persons on all construction projects unless a more serious hazardous condition is created by such use. Yellow hard hats shall not be worn. (A yellow hat signifies a qualified BPA electrical worker.)

(e) Energized Facilities.

(1) Whenever a worker enters energized substation yards or communication equipment sites, or whenever work is otherwise in proximity to BPA's normally-energized transmission facilities, the Contractor shall provide for the safety of the workers and shall at all times take necessary precautions to protect BPA's facilities from accidental contact that could cause an outage, or damage the facility.

(2) The Contractor shall, as directed by the COTR or FI or Qualified Electrical Employee, erect, maintain, and remove such safety fences as are required to prevent accidental contact between BPA's normally energized facilities and the Contractor's equipment or workers. BPA will normally furnish the safety fences required in its energized substation yards or communication equipment sites. The safety fences shall not be removed without consent of the COTR or FI or Qualified Electrical Employee. Safety fences furnished by BPA remain the property of BPA. If 'Safety Fence' is not specified separately in the Schedule of Prices as a specially priced item, its cost shall be considered included in the contract price(s) for the other item(s) listed in the Schedule. If separately priced, the estimated units (linear meters) of safety fence and the price for same are set forth in the Schedule of Prices. The "Variation in Quantity" clause, whether or not included herein, is inapplicable to this safety fence requirement. The Contractor will be compensated at the same unit price for the actual lineal meters of safety fence installed.

(3) The contractor shall take precautions such as the following when fueling gasoline vehicles or power tools on a transmission line right-of-way or within a substation or BPA communication site:

(A) The fueling device should be grounded and bonded to the object being fueled before any vapors are permitted to escape;

(B) No ungrounded object or person should be allowed within the zone of escaping vapors;

(C) Plastic or any other non-conducting container shall not be used.

(4) Dangerous induced voltages may be present because of energized adjacent facilities. The contractor shall take adequate safety measures to protect its employees and others from induced voltages as well as direct contact. The contractor shall provide qualified safety watchers for the protection of workers for the phases of the work where required by these specifications, law or regulation, or where it considers them to be necessary. Safety watchers shall take a suitable location and give undivided attention to ensure that no action on the part of the workers being watched can result in violation of the Minimum Approach Distance. Hence, more than one safety watcher may be required. A safety watcher shall have no other duties other than to limit the movement of personnel and/or equipment to prevent electrical contact accidents. Safety watchers are required under any of the following conditions:

(A) For all work being performed in a substation yard, except when the work area is separated from energized parts by a guard or barrier approved by a Qualified Electrical Employee.

(B) Whenever equipment or its load can come within 4.6 meters (15 feet) of energized parts, regardless of approved guards or barriers.

(C) Whenever inadvertent movement by a worker or equipment could result in violating the minimum working distance shown in Table 1.

(D) When operating or moving equipment in a substation yard, except when the equipment is separated from energized parts by a guard or barrier approved by a Qualified Electrical Employee.

(E) For painting of transmission line towers when painters or their rigging exceeds the level of the lowest energized conductor, or come within 15 feet of such conductor.

(F) Whenever the contractor otherwise determines a safety watcher is necessary.

(5) All safety watchers shall be competent electrical workers, having satisfactory experience with energized high-voltage facilities of the type located in proximity to the employees they are assigned to watch. The Contractor shall submit the prospective safety watcher's resume to the Contracting Office. This resume shall clearly demonstrate the ability of the individual to be a qualified safety watcher. Additionally, safety watchers shall pass a test administered by BPA and participate in an interview prior to performing any safety watcher duties.

(6) The test will be a written examination covering the safety regulations set forth in the BPA Accident Prevention Manual. The interview will be administered by a BPA Substation Operator or designated BPA electrical worker to ensure the safety watcher is experienced with the type of high voltage facilities where they are to be a watcher. The interview may be given at the BPA Offices in Vancouver, Washington, or the work site, at the discretion of BPA. Tests will be administered in Vancouver, Washington at the BPA Ross Complex. Arrangements for taking the test shall be made with BPA Substation Operations. The contractor shall give BPA at least a 7-day notice prior to taking the examination. In the event an employee fails the test, one re-test can be given. A second failure will make the individual ineligible for future tests for a period of one year. The names of individual(s) passing the examination will be placed on a list. The names will remain on the list for a year, at which time the individual(s) will take another test, or have their name removed from the list. Upon request, the Contracting Officer will provide the list of names to the contractor. Testing will not be required for individuals listed. BPA does not guarantee the availability of any persons listed. All requests for safety watcher testing shall be forwarded to:

Bonneville Power Administration  
Construction Management  
Contract Construction Safety Manager - TFH  
P.O. Box 491  
Vancouver, Washington 98666

(7) If "Safety Watcher" is not specified separately in the Schedule of Prices, the costs therefore shall be considered included in the contract price specified for the contract item(s) listed. If separately priced as a separate unit-priced item, the estimated hours of safety watcher and the price for same are set forth in the schedule of prices. The "Variation in Estimated Quantity" clause, whether or not included herein, is inapplicable to this safety watcher requirement. The Contractor will be compensated at the specified rate for the actual hours of safety watcher hours performed.

(f) The Contractor shall maintain an accurate record of, and shall report to the CO in the manner prescribed by the latter, all cases of death, occupational diseases, and injury arising from, or incident to, performance of work under this contract. The record and report shall include a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made or the status thereof.

(g) The Contractor shall have 30 days to take the remedial action required. If the Contractor fails to make full restitution or settlement within 30 days, BPA may:

(1) Make, or cause to be made, the required remedial action or cash settlement to the person or persons who have been injured, and

(2) Charge to the Contractor's account an equitable amount, not to exceed \$2,500.00, for any injury claim. More than one such payment, and charge, can be assessed if more than one injury has occurred.

(h) The Contractor bears sole responsibility for ensuring that all personnel engaged in work related to the contract possess the necessary knowledge and skills to perform their work safely and to otherwise function in compliance with the foregoing criteria. (See also the Material and Workmanship clause)

(i) The Contractor shall hold BPA harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work or operations under this contract.

(j) The Contractor shall indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions.

(k) Nothing stated herein shall be construed to be a limitation on the Contractor's liability. The rights and remedies of BPA provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**TABLE 1**

| Minimum Approach Distances (MAD)   |             |        |              |           |
|------------------------------------|-------------|--------|--------------|-----------|
| Nominal Voltage                    | MAD WITHOUT |        | MAD WITH     |           |
|                                    | Hold Order  |        | Hold Order   |           |
|                                    | Meters      | Inches | Meters       | Inches    |
| 600 V - 15 kV                      | .67         | 26     | .67          | 26        |
| 34.5 kV                            | .72         | 28     | .72          | 28        |
| 69 kV                              | .94         | 37     | .94          | 37        |
| 115 kV                             | .97         | 38     | .97          | 38        |
| 138 kV                             | 1.07        | 42     | 1.07         | 42        |
| 161 kV                             | 1.25        | 49     | 1.25         | 49        |
| 230 kV (2)                         | 1.83**      | 72**   | 1.33         | 52        |
| 287 kV                             | 1.58**      | 62**   | 1.50         | 59        |
| 345 kV                             | 1.71**      | 67**   | 1.68         | 66        |
| 500 kV (1)                         | 3.21**      | 126**  | 2.24         | 88        |
| 400 kV DC +                        | 2.37**      | 93**   | 1.96 (2.67)* | 77 (105)  |
| 500 kV DC +                        | 3.05**      | 120**  | 2.60 (3.51)* | 102 (138) |
| Fiber Optics                       | .61***      | 24***  | .61***       | 24***     |
| Insulated Overhead<br>Ground Wires | .61         | 24     | .61          | 24        |

\* Distances in parenthesis apply during hot line work.  
 \*\* The inadvertent movement factor (IMF) of 12 inches (0.3m), included in MAD for worker motions, may be deducted at 230 kV and above, to specifically allow vehicles to safely pass under energized bus at those voltages. (Reference Technical Services SPIF: S M MNAP-01)  
 \*\*\* ADSS cable attached to a substation structure that is bonded to the ground grid, does not require portable protective grounds.

(1) On 500 kV lines equipped with zinc oxide arresters or station rod gaps set to 1.40 meters (55 inches) and the reclosing relays cut out and a Hold Order in effect the Minimum Approach Distance is 2.24 meters (88 inches).

(2) The MAD without a Hold Order for 230 kV exceeds the MAD for 287 and 345 kV because of the 3.3 p.u. switching surge overvoltages that are possible when 230 kV SF6 puffer circuit breakers reclose.

- (l) Before commencing work, the Contractor shall:
- (1) Perform a hazards analysis of the work specified by this contract. Site and adjacent conditions shall be considered. All significant hazards shall be identified.
  - (2) Submit a site specific safety plan to the CO for dealing with each specific hazard identified, whether identified by BPA or the Contractor.
  - (3) Meet with representatives of the Contracting Officer during the pre-work conference to discuss and to develop a mutual understanding relative to the content and implementation of the plan.
  - (4) The CO, or her or his representatives, may require other hazards to be added to the plan. If planned hazard avoidance measures are deemed insufficient, the CO, or a designated representative, may require revision. Work involving identified hazards shall not commence until adequate plans have been submitted and reviewed. BPA's review of the Contractor's plans shall in no way relieve the Contractor of the latter's liability for safe performance.

**BONDS AND INSURANCE**

**INSURANCE (16-2M)**  
**(SEP 98)(BPI 16.3.3)**

- (a) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) **Workers' compensation and employer's liability.** Contractors are required to comply with applicable Federal and State workers compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required.
  - (2) **General liability.** The Contractor shall provide general liability insurance of at least \$1 million per occurrence. Any policy aggregate limits which apply, shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as insureds with respect to the Contractor's performance of services. The Contractor's policy shall be primary to any insurance or self-insurance programs of BPA.
  - (3) **Automobile liability.** The Contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1 million per accident and include coverage for all owned, non-owned and hired automobiles.
  - (4) **Environmental impairment liability.** The Contractor shall provide environmental impairment liability insurance of at least \$1,000,000 per occurrence. Such insurance will include coverage for the clean up, removal, storage, disposal, transportation and/or use of pollutants. The insurance policy shall name BPA, its officials, officers, employees and agents as insured. The Contractor's policy shall be primary to any insurance or self-insurance programs of BPA.
- (b) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (c) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company stating the insurance required has been obtained and is in force. The certificate(s) shall identify the Contractor and the contract(s) for which coverage is provided, and shall contain a statement that the insurer will give notice of cancellation or any material change to the Contracting Officer at least 30 days before the effective date. In addition, the Contractor shall provide certificates as the policies are renewed throughout the period of the contract. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide certificates stating that the required insurance has been obtained by the subcontractors.

**PATENTS, DATA, AND COPYRIGHTS**

**RIGHTS IN DATA--WORKS MADE FOR HIRE (17-5)**  
**(SEP 98)(BPI 17.4.4)**

- (a) Allocation of Rights.
- (1) BPA shall have--
    - (A) Unlimited rights, meaning the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so, in all data

delivered under this contract, and in all data first produced in the performance of this contract, except as provided in Paragraph (b) of this clause for copyright.

(B) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (b)(1) of this clause.

(C) The right to limit the release and use of certain data in accordance with Paragraph (c) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (b)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(b) Copyright.

(1) Data first produced in the performance of this contract.

(A) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without the prior written permission of the Contracting Officer. If a claim to copyright is made, the Contractor grants to the Government, and others acting on its behalf, a paid-up non-exclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(B) If BPA desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (b)(1)(A) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain a copyright notice, unless the Contractor identifies such data and grants to the Government or acquires on its behalf, a license of the same scope as set forth in subparagraph (b)(1) of this clause.

(c) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(d) Indemnity. The Contractor shall indemnify BPA and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless BPA provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by BPA and incorporated in data to which this clause applies.

## **INSPECTION AND WARRANTY**

### **INSPECTION - SERVICES AND CONSTRUCTION (18-4) (SEP 98)(BPI 18.3.1)**

- (a) BPA may inspect the work called for by the contract at any time and place. BPA will perform inspections in a manner that will not unduly delay the work.
- (b) If any of the services do not conform with contract requirements (including services performed on a cost-reimbursement or time-and-materials basis), BPA may require the Contractor to perform the services again in conformity with the contract at no cost to BPA. When the defects in services cannot be corrected by re-performance, BPA may deduct from the contract payments an amount which reflects the reduced value of the services performed.
- (c) Neither inspection, lack of inspection, acceptance, nor payment shall relieve the Contractor of any of its obligations under this contract.

### **WARRANTY - SERVICES (18-11) (SEP 98)(BPI 18.5)**

- (a) The Contractor warrants that all services performed under this contract will be performed in a professional manner, be free from defects in workmanship and conform to the requirements of this contract. The Contractor further warrants that any materials provided will be free from defects. This warranty is valid for 1 year from date of acceptance by BPA. The Contracting Officer will give written notice of any defect or nonconformance to the Contractor within a reasonable period of time after discovery.
- (b) Corrections shall be at no cost to BPA, and any services or materials corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed.

## **TERMINATION**

### **TERMINATION FOR THE CONVENIENCE OF BPA (20-2) (SEP 98)(BPI 20.4)**

- (a) BPA may terminate all or any part of this contract, at any time, upon written notice to the Contractor. Upon receipt of the termination notice, the Contractor shall stop work on the terminated portion of the contract.
- (b) The contract amount shall be revised as a result of termination under this clause. On fixed-price contracts the revised amount shall not exceed the pre-termination contract price plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination plus termination expenses plus an adjustment of the fee on the terminated portion of the contract. No payment will be made for anticipated profits on the terminated portion, or consequential damages, of the contract. The Contractor shall submit a settlement proposal within 30 days of the notice of termination.
- (c) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, or any completed or partially completed items.

**TERMINATION FOR DEFAULT. (20-3)**  
**(SEP 98)(BPI 20.5.1)**

- (a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of those causes are: (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign or BPA in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather.
- (b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.

**DISPUTES**

**APPLICABLE LAW (21-5)**  
**(SEP 98)(BPI 21.2.12)**

Irrespective of the place of performance, this contract will be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the Federal Government. To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Oregon shall apply.

**RELEASE OF CLAIMS (21-4)**  
**(SEP 98)(BPI 21.2.12)**

After completion of work, and prior to final payment, the Contracting Officer may, at his or her option, require the Contractor to furnish a release of claims against BPA arising out of the contract, other than claims specifically excepted from the operation of the release.

**DISPUTES (21-2)**  
**(SEP 98)(BPI 21.3.12)**

Disputes arising under or related to this contract will be settled in accordance with Bonneville Purchasing Instructions, Subpart 21.3. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any pending decision of the Contracting Officer regarding matters in dispute.

## **UNIT 3 — STATEMENT OF WORK**

# ADDENDUM

## VEGETATION CONTROL ON TRANSMISSION LINE AND ACCESS ROAD RIGHT-OF-WAYS FOR THE DALLES & REDMOND TLM DISTRICTS

### GENERAL

The objective of this release is to obtain services for cutting and treating vegetation by manual/mechanical methods within the Redmond Region transmission line right-of-ways and access roads. Vegetation that is or will be incompatible with powerline operation and maintenance shall be treated in a manner which minimizes adverse effects on compatible and desirable vegetation.

The season will start in May 2002 and end August 2002. The right-of-way contain many age classes of trees/brush which grow tall, including but not limited to conifers, junipers, and hardwoods. The desired end result is to control all tall growing vegetation while maintaining low growing plant communities within the right-of-way. Therefore, the Contractor shall make every effort to sustain low growing vegetation currently existing within the project area.

### LOCATION OF WORK

The work is located on various transmission line and access road right-of-ways in Redmond and The Dalles TLM Districts. Right-of-way widths vary depending on location. A partial list of where project work will occur are listed and attached. An inspector will monitor the work being performed. The foreman and/or his designated representative shall be required to notify landowners prior to entering properties and performing work along corridors.

### CONTRACTOR-FURNISHED EQUIPMENT AND SERVICES

On each listed transmission line corridor, the contractor shall review corridors for all vegetation which meet the criteria specified in the Vegetation Prescription section of this contract. The Contractor shall follow a ***pre-approved*** work plan to accomplish contract specifications. The work plan shall provide specific safety information as well as the most cost-effective method of control. All trees and brush shall be controlled within the entire width of the transmission line corridors. Some herbicide application, danger tree cutting, pruning, topping, side trimming, etc. may be required.

The Contractor shall provide all vehicles, equipment, flagging, tools, and personnel necessary to accomplish the work required.

The Contractor shall be knowledgeable of, and comply with, all Federal, State, and local Forest Fire Regulations, including those Regulations in effect during periods of wildfire hazard. During periods of wildfire hazard specified by State or Federal Land Management Agencies with jurisdiction in the contract area, the Contractor shall furnish person(s) to serve as fire guard patrolmen.

### VEGETATION PRESCRIPTION

Through the use of herbicide application, hand (chainsaw only) and/or mechanical (mowing) methods, control vegetation on the transmission line and access road right-of-ways as specified. The Contractor shall control vegetation to the right-of-way width

specified, regardless of the width previously cut. The trees shall be felled within the right-of-way boundaries.

The vegetation to be controlled is generally less than 40-feet tall; however, the Contractor shall be required to cut and dispose of all incompatible vegetation, as specified, including, if necessary, mature trees which are greater than 40-feet tall.

The Contractor shall control all trees and brush that will grow tall (target vegetation) and are greater than one (1) foot tall within the right-of-way corridor. The Contractor shall make the best effort to control target vegetation less than 5 feet in height. Trees and brush in this height class that are visible will be controlled.

All trees cut by the Contractor are the property of the landowner, local land management agency or BPA, and shall not be removed from the right-of-ways.

When the line clearance is greater than 75 feet, cut only conifer/hardwood trees which exceed 30 feet tall. Treat hardwood stumps.

The Contractor shall control Scotch Broom within the entire width of right-of-way and poison oak within a 50 foot radius around all structures. Treatment for other State and county listed noxious weeds will be required on BPA access roads. Treatment along access roads shall include the width of the access road plus a 5 foot-wide shoulder on both sides of the access roads. The Contractor shall use an approved method and herbicide for the control of noxious weeds.

Notification of the landowner is essential prior to commencing operations.

### **Herbicide Treatments**

**Approved herbicides on USFS Scenic Area Land: Triclopyr, Picloram, Glyphosate, and Dicamba. Check with the COTR for other approved herbicide products.**

The Contractor shall observe the boundaries of the right-of-way and confine all herbicide releases to those boundaries.

All hardwood species that will grow tall will be treated with an approved herbicide to prevent re-sprouting.

The Contractor shall be solely responsible for handling, storing, shipping, and safeguarding of all herbicides. All unmixed herbicides, when left unattended, shall be contained in a locked building, shelter, or substantial enclosure, bin or the like, where they may not easily be maliciously damaged or removed. Herbicide mixture stored in Contractor's equipment shall be adequately protected against theft, unauthorized use, or spillage.

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements.

The Contractor shall take all precautions necessary to protect persons and property against injury or damage and be responsible for any such injury or damage that occurs as a result of such fault or negligence.

The Contractor shall provide competent supervision and work shall be performed in a skillful manner. The Contractor shall conduct all operations and public contacts in a manner creditable to the Government and the Contractor.

### APPROVED HERBICIDE CONTROL METHODS

The Contractor will follow product label directions in applying these herbicides with backpack sprayers:

Low volume foliar  
Basal treatment  
Stump cut

- Herbicides: Approved herbicides are listed. Check with the COTR for other approved herbicide products.
- No herbicide will be applied to any stream or any body of water. The Contractor shall make every attempt to locate all sources of domestic water supplies. Water supplies contaminated by the Contractor's activities shall be decontaminated at the Contractor's expense, to State specifications. The mixing and loading areas for herbicide control will be at least 200 feet from any water or wetland areas.
- Observe the following buffer strips during herbicide applications:  
(Wider buffer strips may be required in some circumstances.)

| Herbicide & Adjuvant Ecological Toxicities and Characteristics  | Buffer Width from Habitat Source per Application Method<br>(i.e., stream, wetland, or sensitive habitat) |                                   |   |  |                                 |
|---|--|-----------------------------------|---|--|---------------------------------|
|   | Spot   | Localized                         | Broadcast <sup>1</sup>                                  | Aerial <sup>2</sup>                                      | Mixing, Loading, Cleaning       |
| Practically Non-Toxic to Slightly Toxic                         | Up to Edge <sup>3,4</sup>  | Up to Edge <sup>3,4</sup>         | 10.7m <sup>3,4</sup><br>(35 ft.)                        | 30.5m <sup>4</sup><br>(100 ft.)                          | 30.5m <sup>2</sup><br>(100 ft.) |
| Moderately Toxic, or if Label Advisory for Ground/Surface Water | 7.6m <sup>3,4</sup><br>(25 ft.)  | 10.7m <sup>3,4</sup><br>(35 ft.)  | 30.5m <sup>3,4</sup><br>(100 ft.)                       | 76.2m <sup>4</sup><br>(250 ft.)                          | 76.2m <sup>5</sup><br>(250 ft.) |
| Highly Toxic to Very Highly Toxic                               | 10.7 m <sup>3,4</sup><br>(35 ft.)  | 30.5m <sup>3,4</sup><br>(100 ft.) | Noxious weed control only Buffer as per local ordinance | Noxious weed control only. Buffer as per local ordinance | 76.2m <sup>5</sup><br>(250 ft.) |

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The buffers in this table are to be used unless other agencies, local authorities, or T&E consultations require more strict buffers. In cases of more strict local buffers, those would apply. See table 7a for general aquatic toxicities of and label advisories of the active ingredients.

<sup>1</sup> Using ultra low volume (ULV) nozzles with orifice size and spray pressure set to produce droplets at a minimum of 150 microns, boom or nozzle heights at the lowest possible height, and cross-wind speed of less than 10 mph.<sup>3</sup>

<sup>2</sup> Using ULV nozzles with orifice size and spray pressure set to produce droplets at a minimum of 150 microns, minimizing air shear relative to nozzle angle and aircraft speed, boom length at 70% or less of wingspan/rotor, swath adjustment not to exceed 60 feet based on maximum cross-wind speed of less than 10 mph, minimum safety clearance application height, and herbicide tank mixture dynamic surface tension is less than 50 dynes/cm.<sup>3</sup>

<sup>3</sup> Goodrich-Mahoney, J.W., Determination of the Effectiveness of Herbicide Buffer Zones in Protecting Water Quality, Electric Power Research Institute, Report No. TR-113160, September 1999

<sup>4</sup> Calculated from: A Summary of Ground Application Studies, Spray Drift Task Force, 1997

<sup>5</sup> BPA Best Management Practice

- The Contractor shall obtain permission from private landowners or occupants prior to taking water from their property.
- The Contractor shall clean all empty herbicide containers used on the job in accordance with State regulations and dispose of them in accordance with State law.
- Herbicide application rates and mixes will be the responsibility of the Contractor. Concurrence from the COTR is required before work begins. In no case shall the mixtures exceed the label rates for a particular herbicide.
- The Contractor shall apply herbicide in accordance with the standard industry practice.
- With the exception of pellet applications, applications should not be made when rain is imminent. With most materials, better plant penetration is obtained when the material has time to dry on the plant and be absorbed. Rain may wash the herbicide off the plant before it has a chance to take effect.
- The Contractor must notify the inspector and the State of any chemical spills as follows:

One (1) gallon or more of undiluted herbicide

Fifty (50) gallons or more of herbicide mixture

Any amount of herbicide in or near water

All spills shall be cleaned up immediately by the Contractor at their expense, to State Specifications.

Weather 4/ Restrictions for Herbicide Applications

| <u>Control Method</u>    | <u>Max. Temp.</u> | <u>Minimum Humidity</u> | <u>Precip</u>  | <u>Wind</u> | <u>Season</u>           |
|--------------------------|-------------------|-------------------------|----------------|-------------|-------------------------|
| Other Foliar             | 75°               | 30%                     | None           | 0-5 MPH     | Spring/Summer <u>3/</u> |
| Stump                    | -                 | -                       | Minimal        |             | Frost free <u>1/</u>    |
| Pellet/Soil Applications | -                 | -                       | -<br><u>2/</u> |             | Frost free <u>1/</u>    |
| Basal                    | 75°               | 30%                     | Minimal        | 0-10 MPH    | Frost free <u>1/</u>    |

- 1/ Wood must not be frozen to permit penetration.
- 2/ Moderate precipitation is required to move chemical in soil.
- 3/ Or as specified on herbicide label.
- 4/ Some local, State, or Label restrictions may require stricter requirements.

- Daily Brush Reports (furnished by BPA) will be completed each day by the Contractor and signed. The Contractor's superintendent's name and State herbicide Applicator's License number shall appear on each report. The Contractor with the invoice shall submit a copy of this report.
- The Contractor shall add to all herbicide mixes a coloring material to help identify herbicide applications.

**SLASH DISPOSAL METHODS TO BE USED**

The Contractor shall chip or mulch all debris in the project areas. The Contractor is expressly prohibited from burning any material on BPA transmission line rights-of-way.

**Chipping**

1. The Contractor shall chip or mulch all portions of the stems, limbs and branches which are less than or equal to 15.24 cm (6 inches) in diameter created by this project.
2. All stems, limbs and branches shall be chipped within ten (10) working days after cutting or before leaving the project area.
3. This material shall be chipped or mulched in a manner such that the dimensions of the chipped or mulched debris shall not be greater than 7.62 cm (3 inches) in length and 7.62 cm (3 inches) in width
4. Stems, which are too large to be handled by the chipper, shall be limbed and the limbs shall be chipped.
5. Chips shall be either disposed of at sites designated by COTR or field inspector or scattered on the right-of-way. If scattered on the right-of-way, the piles shall not exceed 4 inches in depth.

6. For debris, requiring chipping, on access roads located **off** the transmission line rights-of-way, the Contractor shall have two options for disposal of the debris and shall inform the COTR or field inspector of the chosen method. The Contractor shall either:
  - a. remove the debris from the access road and chip or mulch it at a designated disposal area, or
  - b. chip or mulch the debris on site into a bin truck and then dump the chips at a designated disposal area.
7. No chipping debris shall be disposed of, or otherwise allowed, to enter any body of water, including creeks, streams, stream beds, drainage ways or ditches along the roads. If the Contractor deposits any chipping debris in an identified drainage feature, the Contractor shall remove the chipping debris at no additional cost to BPA.

### **Mulching**

1. The Contractor shall mulch all portions of the stem branches which are less than or equal to 15.24 cm (6 inches) in diameter created by this effort.
2. This material shall be mulched in a manner such that the dimensions of the mulched debris shall not be greater than 60.69 cm (24 inches) in length and 15.24 cm (6 inches) in diameter.
3. Stems, which are too large to be handled by the hydraulic powered brush cutter, shall be limbed and the limbs shall be mulched.
4. Mulched debris shall be scattered on the right-of-way. Piles of such debris shall not exceed 4 inches in depth.
5. No mulched debris shall be disposed of in any body of water, including creeks, streams, stream beds, drainage ways or ditches along the roads. When mulching along streams, the Contractor shall keep the closed side of the mulching deck towards the stream to prevent debris from getting into the stream or other body of water.

### **Lop and Scatter:**

1. Tree branches shall be cut from at least two sides of the entire main stem to allow the stem to lie flat on the ground. The main stems and branches shall be cut into 5 foot lengths or less.
2. Where cut stems and branches form a continuous fuel layer that may present a fire hazard, they shall be scattered so as not to create a fire hazard. The term 'lop and scatter' is commonly used to refer to this activity.
3. All stems, branches, and debris from lop and scatter activities shall be removed from access roads, trails and other designated locations.
4. No stems, branches, or debris shall be disposed of, or otherwise allowed, to enter any body of water.

5. Removal of logs, firewood and other forest products are prohibited.

**EXCLUSIONS**

The COTR or his designated representative may exclude any portion of the rights-of-way from vegetation control.

**WORK STOPPAGE**

This contract may require a work stoppage because of adverse weather conditions. If adverse weather conditions cause a work stoppage, the contract shall resume at such time when ground conditions allow. If necessary, a time extension for completion of work will be allowed.

**EVALUATION**

After completion of work, the Contractor shall be paid up to 100% of the price of the contract if the Contractor achieves the following level of control of target species. If it is less than specified, the Contractor is expected to re-treat the area until the control level is obtained.

| <u>Tree height class</u> | <u>% Control</u> |
|--------------------------|------------------|
| 0-5 feet tall            | 90%              |
| 5-10 feet tall           | 95%              |
| 10 feet tall +           | 100%             |

| Hourly work for FY 02       |       |    |         |                                 |                                   |  |
|-----------------------------|-------|----|---------|---------------------------------|-----------------------------------|--|
| Line Name                   | TWR   | to | TWR     | Prescription                    | Comments                          |  |
| Ashe Marion                 | 154/2 |    | 157/2   | Cut/Mow/Spray incl. AR & Str.   | Spanned Canyon -variety of trees  |  |
| McNary-Ross                 | 139/1 |    | 139/3   | Cut/Mow/Spray incl. AR & Str.   |                                   |  |
| McNary-Ross                 |       |    |         | Mow Access Roads                |                                   |  |
| Big Eddy-Ostrander-Parkdale |       |    |         | Mow Access Roads                |                                   |  |
| Big Eddy-Redmond            | Sub   |    | 2 Mile  | Cut/Mow row/ar/structures       |                                   |  |
| Redmond-Harney              | 10    |    | 14      | Cut/Mow row/ar/structures       |                                   |  |
| Hanf-Ostr                   | 127/5 |    | 134/2   | Mow/cut/spray row/ar/structures |                                   |  |
| Bonn-HR                     | 1/3   |    | Various | Mow/cut/spray row/ar/structures |                                   |  |
| Underwood Tap               | 26/9  |    | 26/26   | Climb, top & fall dt's          | Need hold tag - Tree trimmer req. |  |
| Hanf-Ostr                   | 137/3 |    | 135/1   | Mow/spray access rds.           |                                   |  |
|                             |       |    |         |                                 |                                   |  |

SCOPE OF WORK  
FOR  
VEGETATION CONTROL PROJECTS

REDMOND REGION  
TRANSMISSION LINE  
RIGHT-OF-WAY CORRIDORS

- A. The Contractor shall provide all labor, materials (except herbicides), equipment, supplies and services necessary to perform vegetation control hourly within the Redmond Region transmission line right-of-ways, as specified in the attachment, and in accordance with the blanket contract scope of work.
- B. Contractor must have the required skilled labor and equipment/machinery in his/her possession. Please provide information of both.
- C. The period of performance for this project will be from May 2002 through August 30, 2002.

| <u>ITEM</u> | <u>DESCRIPTION</u>                  | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-------------|-------------------------------------|-----------------|-------------|-------------------|---------------|
| 1.          | Brush Cutter                        |                 | hourly      | \$_____           |               |
| 2.          | Journeymen Tree Fallers             |                 | hourly      | \$_____           |               |
| 3.          | Mowing Machine (>100 hp) & operator |                 | hourly      | \$_____           |               |
| 4.          | Foreman                             |                 | hourly      | \$_____           |               |
| 5.          | Herbicide Applicator                |                 | hourly      | \$_____           |               |

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

Return offer 5/15/02

To:

Fax: 509-545-0544  
Bonneville Power Administration  
Attn.: Lori Pitzer  
3404 Swallow Avenue  
Pasco, WA 99301  
509-547-4602

- A Site Safety Plan will be requested upon award.

**Questions concerning the right-of-way may be directed to:**

**Libby Johnson: 541-296-8905**

**STATEMENT OF WORK  
FOR  
VEGETATION CONTROL  
BY  
HAND CUTTING,  
MACHINE CUTTING  
AND  
HERBICIDE TREATMENT  
ON  
BONNEVILLE POWER ADMINISTRATION  
TRANSMISSION LINE RIGHTS-OF WAY,  
ACCESS ROADS  
AND STRUCTURE SITES**

**PART A - GENERAL**

**A.1 OBJECTIVE**

The purpose of this Contract is to obtain services for the control of vegetation on transmission line Rights-of-Way (ROW) in designated areas, which is now, or will be, incompatible with transmission line operation and maintenance. All work shall be completed in a manner which minimizes the adverse effects on desirable vegetation and protects the property of the adjacent land owners. This includes all structures (i.e., houses, outbuildings and fences) and landscaping on privately owned property. Vegetation control provides protection of facilities (both government and private) and allows uninterrupted electrical power transmission to all regions of the Pacific Northwest.

**A.2 GENERAL REQUIREMENTS**

1. The Contractor's right to proceed is subject to the approval of the COTR based on the suitability of the ground to sustain activities without damage or erosion.
2. Work shall be accomplished in accordance with structures identified on the transmission line rights-of-way by structure number or other survey indicators specified in each Task Order and the Vegetation Control Prescription.
3. The Contractor **shall be responsible for determining the project area boundaries** as specified in each Task Order. If the Contractor marks ground locations of the project area, the Contractor shall remove all such markings prior to final payment. Any damage to property outside of the boundaries of the rights-of-way shall be the responsibility of the Contractor.
4. At the end of each day during which herbicides have been used, the Contractor's foreman shall complete and sign or verify and sign a BPA form 1416 (Right-of-Way Field Data Report). The Inspector shall also review and sign the completed BPA form 1416. The Completed form should include hours worked, number of workers, acres cut and chemically treated along with other required information. The Field Inspector may assist the Contractor with filling out the BPA form 1416, if requested to do so by the Contractor. If herbicides have not been used, the form titled "Inspector's Daily Record" may be completed as an alternative to the BPA Form 1416.

5. All original signed copies of the BPA form 1416 shall be submitted to BPA by the Contractor with the billing invoice. The COTR, Field Inspector, or District Foreman may also request a copy of the form 1416 on a daily basis.
6. The form titled "Inspector's Daily Record", if used, shall be completed by the Field Inspector and initialed by both the Contractor and the Field Inspector each day. The completed form shall be signed by both the Contractor and the Field Inspector at the end of the project. The completed "Inspector's Daily Record" form will be used to verify the Contractor's billing invoice. A copy of the "Inspector's Daily Record" will be given to the Contractor and a copy **must be** submitted along with the billing invoice.

## **PART B - TECHNICAL**

### **B1. VEGETATION TO BE CONTROLLED**

The Contractor shall cut and dispose of **all** incompatible vegetation, as specified in each Task Order and /or Vegetation Control Prescription (to be provided as an attachment to each Task Order), or as specified by the Field Inspector. This may include trees greater than 9.15 meters (30 feet) in height. Trees greater than 9.15 meters (30 feet) in height or greater than seven inches in diameter may require tree fallers. Danger trees (trees which are on private property outside of the BPA right-of-way) may be required to be cut under this contract. All material cut by the Contractor is the property of the land owner, local Land Management Agency, or BPA. These materials shall not be removed from the rights-of-way unless previously agreed to by the land owner and BPA.

### **B2. TREATMENT AREAS**

#### **A. Transmission Line Rights-Of-Way**

The Contractor shall cut all tall growing vegetation greater than 30 centimeters (cm) (1 foot) in height. Tall growing species are defined as those species that will ultimately grow into the minimum approach distance of the conductor.

Willow and Vine Maple will not be cut unless noted in the Task Order or specified in the Vegetation Control Prescription. However, the COTR or Field Inspector may include additional areas of Willow and or Vine Maple which need to be cut to protect the integrity of the transmission line.

#### **B. Structure Sites**

The Contractor shall cut **all vegetation, except grasses**, at structure sites designated for clearing on each Task Order and Vegetation Control Prescription. All debris cut at structure sites, whether specifically designated in the Task Order, shall be removed from the structure site and disposed of in accordance with Section "B4".

#### **C. Access Roads**

Access roads are vehicle travel ways used to access the transmission line rights-of-way and structures. Access roads exist both within and outside the transmission line right-of-way

boundaries. The Contractor shall be required to cut and dispose of **all** vegetation as required in each Task Order and Vegetation control Prescription. The width of the access roads to be cleared (including the travelway and, cut and fill slopes) is generally 20 - 30 feet. Access road clearing limits will be provided through an Access Road Profile which will be provided as an attachment to each Task Order.

1. Roads or sections of roads, requiring clearing will be identified in each Task Order, Vegetation Control Prescription or, by the COTR or field inspector at the project site. Drawings may also be provided to the Contractor that depict locations of the access roads to be cut in the Task Order. However, the drawings are advisory only and the work shall be accomplished as specified at the project site.
2. The Contractor shall cut **all vegetation, except grasses**, located in the travelway and **all vegetation; except grasses, herbs and forbs**, located off the travelway on the cut and fill slopes (for access roads both on and off the transmission line right-of-way).

#### D. Danger Tree Areas

Danger Tree (DT) areas, are areas located off the transmission line right(s)-of-way. The Contractor shall be required to cut trees greater than 9.15 meters (30 feet) in height.

Danger Trees or Danger Tree areas will be noted in the Task Order or specified in the Vegetation Control Prescription. However, the COTR or Field Inspector may include additional areas of Danger Trees which need to be cut to protect the integrity of the transmission line.

### B3. TREATMENT METHODS

Through the use of hand cutting, machine cutting and chemical methods, or by a combination thereof, the Contractor shall control the vegetation on the transmission line rights-of-way and access roads, as specified in each Task Order. Specific areas to be treated, and control method(s) will be identified in each Task Order and or Vegetation control Prescription (i.e., transmission line rights-of-way, access roads, and structure sites).

#### A. Hand Cutting:

1. Transmission Line Rights-Of-Way (Access roads and structure sites treated as part of ROW) - The Contractor shall cut **all tall growing species** (by the use of chain saw, ax, machete, brushhook and similar hand-carried tools) to the right-of-way width specified in each Task Order, regardless of the width previously cut. All trees and brush shall be felled within the right-of-way boundaries. The Contractor may be required to utilize a winch or other acceptable device to ensure that trees to be cut do not endanger personnel, the operation of the transmission line(s) or are not felled into streams, lakes, or swamps.

In areas other than structure sites and access roads, the Contractor shall perform the following:

- a. Cut stems in a manner such that stump heights do not exceed 10.16 cm (4 inches) from the ground.
- b. All conifers shall be cut below the lowest branch if the branch is below the 10.16 cm (4 inch) height.

- c. Transmission line right-of-way debris shall be either lopped and scattered, stacked, or chipped as stated in each Task Order. Disposal of the debris shall be in accordance with the specifications identified in Section "B4", of this Statement of Work.

Within areas described as structure sites and access roads (see Section "3" and "4" below) the Contractor shall perform the following:

- a. Cut stems (**tall growing species**-located within the running surface of the access roads and the working area around structures) such that the stump height does not exceed 5.08 cm (2 inches) from the ground.
- b. All stumps shall be cut flat, so as not to present a hazard to subsequent right-of-way usage.
- c. All stems, branches and debris resulting from this activity shall be removed from the structure sites and access roads.
- d. Debris within the structure sites and access roads shall be either lopped and scattered, stacked, or chipped as stated in each Task Order. Disposal of the debris shall be in accordance with the specifications identified in Section B4, of this Statement of Work.

- 2. **Transmission Line Rights-Of-Way (Where structure sites and access roads are treated separately from the ROW)** - The Contractor shall cut (by the use of chain saw, ax, machete, brushhook and similar hand-carried tools) to the right-of-way width specified in each Task Order, regardless of the width previously cut. All trees shall be felled within the right-of-way boundaries. The Contractor may be required to utilize a winch or other acceptable device to ensure that trees to be cut do not endanger personnel, the operation of the transmission line(s) or are not felled into streams, lakes, or swamps.

- a. Cut stems in a manner such that stump heights do not exceed 10.16 cm (4 inches) from the ground.
- b. All conifers shall be cut below the lowest branch if the branch is below the 10.16 cm (4 inch) height.
- c. All stems, branches and debris resulting from this activity shall be removed from the structure sites and access roads as described in Sections "3" and "4" below.
- d. Structure sites and access roads are to be treated as described in Sections "3" and "4" below
- e. Transmission line right-of-way debris shall be either lopped and scattered, stacked, or chipped as stated in each Task Order. Disposal of the debris shall be in accordance with the specifications identified in Section "B4", of this Statement of Work.

- 3. **Structure Sites** - Through the use of hand cutting methods **all vegetation, except grasses**, at structure sites shall be cut as specified in each Task Order.

- a. Unless otherwise specified, the Structure Site is defined as:

- The area within a 10.67 meters (35 feet) radius from the hub of any transmission wood pole structure. Each wood pole structure site consists of approximately one tenth (0.1) of an acre.
  - The area within a 10.67 meters (35 feet) radius from each leg of any transmission steel tower. . Each steel structure site consists of approximately one quarter (0.25) of an acre.
- b. The Contractor shall be required to perform the following at all structure sites that are designated to be cleared:
- Cut **all** stems in a manner such that stump heights do not exceed 5.08 cm (2 inches) from the ground line.
  - Cut all conifers below the lowest branch if the branch is below the 5.08 cm (2 inch) height.
  - All stumps shall be cut flat, so as not to present a hazard to subsequent right-of-way usage.
  - Structure site debris shall be removed from the structure site and either lopped and scattered, stacked, or chipped as stated in the Task Order. Disposal of the debris shall be in accordance with the specifications identified in Section “B4”, of this Statement of Work.
4. **Access Roads** - Through the use of hand cutting methods the vegetation along access roads shall be cut as specified in each Task Order. Access roads consist of roads within the transmission line rights-of-way boundary and outside the transmission line rights-of-way boundary. Access roads, requiring clearing, will either be identified in the Task Order or by the COTR or field inspector. The access roads or sections of will either be marked with colored flagging, wood laths, or identified by the COTR or field inspector. Drawings may be provided to the Contractor which depict the approximate locations of the work to be performed. However, the drawings are advisory only, work shall be accomplished as identified on the ground or in accordance with the instructions provided by the COTR or field inspector. The Contractor shall be required to perform the following work on access roads identified in the Task Order:
- a. The Contractor shall cut **all vegetation, except grasses**, that is within the travelway of the clearing limits.
  - b. The Contractor shall cut **all vegetation, except grasses, herbs and forbs** located outside the travelway within the clearing limits. See “Exhibit D” for cut and fill slope clearing limits.
  - c. All brush, trees, windfalls, and other related vegetation within the clearing limits shall be completely severed from the stump.
  - d. The Contractor shall cut **all** stems in a manner such that:

- The stumps are cut flat so as not to present a hazard to subsequent access road and right-of-way usage.
  - The stump height does not exceed 10.16 cm (4 inches) in height above the ground line for stumps located off the roadbed, and 5.08 cm (2 inches) in height for stumps within the roadbed.
  - All conifers are cut below the lowest branch if the branch is below 10.16 cm (4 inches) in height off the roadbed and 5.08 cm (2 inches) in height within the roadbed.
- e. Tree limbs within the clearing limits that are attached to trees located outside the clearing limits shall be;
- cut to provide a clearance of 4.57 meters (15 feet) above the roadway.
  - trimmed as near flush with the trunk as practicable, and
  - disposed of outside the clearing limits.
- f. All stems, branches, and debris from this activity shall be removed from the access road travel ways and disposed of on the transmission line right-of-way. Disposal of the debris shall be the same as that specified for the encompassing transmission line right-of-way. Disposal of the debris shall be in accordance with the specifications identified in Section "B4", of this Statement of Work.
5. **Buffer Strips Near Water** - Trees adjacent to bodies of water shall be controlled by methods which will not damage stream banks. No trees shall be felled into or across bodies of water, and any tree or brush accidentally dropped into a body of water shall be removed immediately.

**B. Machine Cutting:**

Through the use of mechanized cutting methods, or a combination of mechanized and hand-cutting methods, the Contractor shall cut vegetation on the transmission line rights-of-way and access roads, as specified in each Task Order. Specific areas to be treated will be identified in each Task Order (i.e., transmission line rights-of-way, access roads, and structure sites). A groundman shall be provided with each machine, in addition to the machine operator.

The prescriptions for hand cutting shall apply to areas in which machine cutting is accomplished.

**C. Side Trimming**

Through the use of mechanized cutting methods, or a combination of mechanized and hand-cutting methods, the Contractor shall perform side trimming of trees along the sides of the right-of-way and below the conductors.

1. All trees must be trimmed from ground level to a height of 4.6 meters (15 feet) above the conductor.

2. Any limbs encroaching on the right-of-way clearance will be cut back to the edge of the right-of-way.
3. All debris from side trimming operation shall be either lopped and scattered, stacked or chipped as stated in the Task Order. Disposal of shall be in accordance with the specifications in Section "B4".
4. Equipment must be capable of cutting to a height of at least 18.3 meters (60 feet)
5. Debris that is fallen into or across access roads, structure sites, trail, streams, waterways or drainage channels shall be removed.

**D. Herbicide Treatment**

*No herbicides shall be applied to vegetation located on National Forest or BLM Lands.* The contractor shall observe the boundaries of the right-of-way and shall confine all herbicide releases to those boundaries. Stumps must be free of cut brush, dirt and readily visible for treatment and inspection. Because application of herbicides to newly cut stumps prevents resprouting, stumps shall be treated following cutting except, where the use of herbicide solutions will be applied the same day the tree or brush is cut.

The Contractor shall take all precautions necessary to protect persons and property against injury or damage and be responsible for any such injury or damage that occurs as a result of such fault or negligence.

The Contractor shall use the treatment methods identified below to treat the target vegetation:

**1. Approved Herbicide Control Methods:**

The Contractor shall follow product label directions in applying these methods:

- a. **Low Volume Foliar** treatments are used on brush up to 15 feet tall. Treatments are least effective during very hot weather or when trees are water stressed. Application will generally be made from early summer to late September. Spraying plants with rapidly elongating stems will often result in excessive sprouting.
- b. **Basal Bark Treatments** involves applying the herbicide to the lower 12 to 18 inches of the tree trunk from early spring to mid-fall. Some species can be treated during the winter. Use herbicide spray mixed with oil until the bark is saturated.
- c. **Cut Stump Treatment** involves cutting a tree down and treating the freshly cut surface with herbicide. Cut the top of the stump level to allow uniform herbicide coverage. Thoroughly wet the cambium layer next to the bark so the conducting tissue will carry the herbicide to the roots. On larger trees, treat only the outer 2 to 3 inches of the stump. On trees 3 inches or less in diameter, treat the entire cut surface. Apply treatments immediately after cutting to achieve maximum effectiveness. If application is delayed after cutting, recut the stump and apply the herbicide to live tissue. Treatments may be applied throughout the year, except when snow or water prevent spraying to the ground line. Control may be reduced with treatment during periods of moisture stress as in late summer.

2. **Target Vegetation:**

The target vegetation consists of the following species:

- a. cottonwood,
- b. big leaf maple (Note: Vine Maple **shall not** be treated unless specifically requested in the Vegetation Control Prescription)
- c. red alder
- d. conifers less than four (4) feet tall.

If the target vegetation is: less than 4 feet, the vegetation can be left standing if controlled by an approved herbicide method. All trees which do not meet this criteria must be cut to standard.

3. **Mixing Herbicides:**

The Government will supply all herbicides and additives including tracer dye for stump and basal treatments. The field inspector shall be present when herbicide batches are mixed.

All spray mixtures shall not exceed the maximum shown on the herbicide label. The Contractor shall not deviate from the herbicide label.

The Contractor shall add to all herbicide mixes a coloring material to help identify herbicide applications.

4. **Application of Approved Herbicides:**

- a. All herbicide application work shall be done in the presence of the Contractor's superintendent, who shall have in his or her possession a valid herbicide license as required by state law. A copy of this license shall be furnished to the Contracting Officer prior to starting work. The Contractor must be licensed in the state where the work is located.
- b. The Contractor shall provide competent supervision and work shall be performed in a skillful manner. The Contractor shall conduct all operations and public contacts in a manner which creates a positive impression of the Government and the Contractor.
- c. No herbicide will be applied to any stream or any body of water. The Contractor shall make every attempt to locate all sources of domestic water supplies. Water supplies contaminated by the Contractor's activities shall be decontaminated at the Contractor's expense, to State specifications. The mixing and loading areas for herbicide control will be at least 200 feet from any water or wetland areas.
- d. Herbicide application rates and mixes will be the responsibility of the Contractor. Concurrence from the COTR is required before work begins. In no case shall the mixtures exceed the label rates for a particular herbicide.
- e. The Contractor shall apply herbicide in accordance with the standard industry practice (i.e. in a prudent and conscientious fashion in accordance with normal safe practices).
- f. Weather may affect application of herbicides. Contractor shall consider weather restrictions described in item 8 before applying herbicides.

5. **Storage and Handling:**

The Contractor shall be solely responsible for all handling, storage, shipping, and safeguarding of all materials. All unmixed herbicides, when left unattended, shall be contained in a locked building, shelter, or substantial enclosure, bin or the like, where they may not easily be maliciously damaged or removed. Herbicide mixture stored in Contractor's equipment shall be adequately protected against theft, unauthorized use, or spillage.

6. **Approved Herbicides:**

Normally, BPA will provide all herbicides to be used. In instances where BPA does not provide the herbicide, herbicides to be provided by the Contractor shall be approved by the COTR.

7. **Buffer Strips:**

The Contractor shall observe the following buffer strips during herbicide applications: (Wider buffer strips may be required in some circumstances.)

| <u>Herbicide Application Method</u> | <u>Water Buffer Width</u> | <u>Distance To R/W Edge</u> |
|-------------------------------------|---------------------------|-----------------------------|
| Foliar                              | 50'                       | To Edge                     |
| Basal                               | 10'                       | To Edge                     |
| Stump                               | 10'                       | To Edge                     |

8. **Weather Restrictions:**

- a. Applications should not be made when rain is imminent. With most materials, better plant penetration is obtained when the material has time to dry on the plant and be absorbed. Rain may wash the herbicide off the plant before it has a chance to take effect.
- b. When making applications to stumps, stumps or trunks must not be frozen or herbicide penetration will be reduced.
- c. Weather Restrictions for Herbicide Applications: 3/

| <u>Control Method</u> | <u>Max. Temp.</u> | <u>Minimum Humidity</u> | <u>Precip</u> | <u>Wind</u> | <u>Season</u>           |
|-----------------------|-------------------|-------------------------|---------------|-------------|-------------------------|
| Foliar 75°            | 30%               | None                    |               | 0-5 MPH     | Spring/Summer <u>2/</u> |
| Stump                 | -                 | -                       |               | Minimal     | Frost free <u>1/</u>    |
| Basal 75°             | 30%               | Minimal                 |               | 0-10 MPH    | Frost free <u>1/</u>    |

1/ Wood must not be frozen to permit penetration.

2/ Or as specified on herbicide label.

3/ Some local, State, or Label restrictions may require stricter requirements.

9. **Cleanup:**

The Contractor shall clean all empty herbicide containers used on the job in accordance with State regulations and dispose of them in accordance with State law.

10. **Reporting:**

Right-of-Way Data Field Report (BPA form 1416 furnished by BPA) shall be completed each day by the Contractor and signed. The Contractor's superintendent's name and State herbicide Applicator's License number shall appear on each report. **A copy of this report shall be submitted by the Contractor with the invoice.**

**B4. DISPOSAL METHODS**

The Contractor shall "lop and scatter", "stack", or "chip" all debris in the project areas as indicated in each Task Order. The Contractor is expressly prohibited from burning any material on BPA transmission line rights-of-way.

**A. Lop and Scatter**

1. Stems and branches shall not be removed from the transmission line rights-of-way.
2. Tree limbs and branches shall be cut from the entire stem as needed to allow the stem to lie on the ground and that they are not sticking up in the air.
3. All stems, limbs and branches shall be cut into pieces 3.05 meters (10 feet) or less in length.
4. Lop and scatter debris shall not exceed a 45.72 cm (18 inch) depth . Where cut stems and branches form a concentration of fuel that exceeds 45.72 cm (18 inches) above the ground line, they shall be scattered so as to minimize fire hazard. The term "lop and scatter" is commonly used for this activity.
5. All stems, branches, and debris from "lop and scatter" activities shall be removed from the access roads and from around structure sites, and scattered on the transmission line right-of-way as defined above.
6. No stems, branches, or debris shall be disposed of, or otherwise allowed, to enter any body of water, including creeks, streams, stream beds, drainage ways or ditches along the roads. If any debris is deposited in the drainage features identified above, the contractor shall **immediately** remove the debris at no additional cost to BPA.

**B. Stack**

1. Stems and branches shall not be removed from the transmission line rights-of-way.
2. Tree limbs and branches shall be cut from the stem as needed to allow the stem to lie flat on the ground and in the stack
3. All stem, limbs and branches shall be cut into pieces 3.05 meters (10 feet) or less in length..

4. The piles (stacks) shall be less than 4.57 meters (15 feet) in diameter and 1.83 meters (6 feet) in height.
5. All stems and branches shall be stacked in the same direction to facilitate chipping in the future.
6. All piles (stacks) shall be kept out of the access roads and placed so they do not slide or sluff onto the access roads.
7. No piles (stacks) shall be placed, or otherwise allowed to enter any body of water including; creeks, streams, stream beds, drainage ways or ditches along the roads. If the Contractor or the Contractor's crew places any debris piles such that they can enter any drainage feature identified above, the Contractor shall **immediately** remove the debris at no additional cost to BPA.

#### C. Chipping

1. The Contractor shall chip all portions of the stems, limbs and branches which are less than or equal to 15.24 cm (6 inches) in diameter created by this project.
2. All stems, limbs and branches shall be chipped within ten (10) working days after cutting or before leaving the project area.
3. This material shall be chipped in a manner such that the dimensions of the chipped debris shall not be greater than 7.62 cm (3 inches) in length and 7.62 cm (3 inches) in width
4. Stems which are too large to be handled by the chipper shall be limbed and the limbs shall be chipped.
5. Chips shall be either disposed of at sites designated by COTR or field inspector or scattered on the right-of-way. If scattered on the right-of-way, the piles shall not exceed 42.25 cm (18 inches) in depth.
6. For debris, requiring chipping, on access roads located **off** the transmission line rights-of-way, the Contractor shall have two options for disposal of the debris and shall inform the COTR or field inspector of the chosen method. The Contractor shall either:
  - a. remove the debris from the access road and chip it at a designated disposal area, or
  - b. chip the debris on site into a bin truck and then dump the chips at a designated disposal area.
7. No chipping debris shall be disposed of, or otherwise allowed, to enter any body of water, including creeks, streams, stream beds, drainage ways or ditches along the roads. If the Contractor deposits any chipping debris in an identified drainage feature. The Contractor shall remove the chipping debris at no additional cost to BPA.

#### D. Mulching

1. The Contractor shall mulch all portions of the stem branches which are less than or equal to 15.24 cm (6 inches) in diameter created by this effort.
2. This material shall be mulched in a manner such that the dimensions of the mulched debris shall not be greater than 60.69 cm (24 inches) in length and 15.24 cm (6 inches) in diameter.
3. Stems which are too large to be handled by the hydraulic powered brush cutter shall be limbed and the limbs shall be mulched.
4. Mulched debris shall be scattered on the right-of-way. Piles of such debris shall not exceed 42.25 cm (18 inches) in depth.
5. No mulched debris shall be disposed of in any body of water, including creeks, streams, stream beds, drainage ways or ditches along the roads. When mulching along streams, the Contractor shall keep the closed side of the mulching deck towards the stream to prevent debris from getting into the stream or other body of water.

**SAFETY REQUIREMENTS  
FOR VEGETATION CONTROL ACTIVITIES  
ON  
BONNEVILLE POWER ADMINISTRATION  
TRANSMISSION LINE RIGHTS-OF-WAY**

**A. INTRODUCTION**

The removal of brush and trees from power line rights-of-way entails various risks, including the dangers associated with working in the vicinity of energized, high-power lines and the dangers inherent in the felling of trees. The Contractor is responsible for performing the work hereunder in a safe manner which is consistent with all applicable federal, state and local laws and regulations to insure the safety of the Contractor's employees and maintain the integrity of the BPA transmission system. The Contractor shall have an established, reasonable and realistic safety program in place and it shall be followed. In addition, the Contractor shall establish a safety plan for each specific job assigned under this contract and provide a copy to BPA. The Contractor shall provide employees for work under this contract who have been properly trained and have the requisite experience to accomplish the tasks assigned them under this contract.

The safety of the Contractor's employees assigned to vegetation control duties on Bonneville Power Administration transmission line rights-of-way is a high priority. Every effort will be made to insure that workers are provided a work environment in which all reasonable steps have been taken to insure their personal safety. All safety programs, safety plans, and other Contractor-provided information relevant to safety and the experience and qualifications of the Contractor and its employees will be carefully reviewed by BPA offices of contracting and safety.

A determination of the Contractor's level of expertise will be made by BPA, based upon the safety information provided by the Contractor. When specific work is contemplated to be assigned under this contract, a determination of the level of expertise required for that job will be made by BPA. Only work deemed to be consistent with the qualifications and level of expertise exhibited by the Contractor will be assigned under this contract.

Site-specific safety plans for each project must be provided and approved prior to the award of a Task Order under this contract. The plan must include all potential hazards that could be encountered during work performance at the site of the project and a description of how these hazards will be eliminated or minimized for the benefit of Contractor's employees. The plan must include a description of the procedures, methods, and personnel required to insure that all work will be performed in accordance with all applicable health and safety regulations. The Contractor must further demonstrate how the safety plan will be implemented.

Failure or unwillingness to adhere to the safety plans established for execution of the work or a failure to exercise due diligence in enforcing safety provisions at the job site may result in uncompensated work stoppages directed by BPA or contract termination.

Safety, and the concern for safe working practices, shall never be slighted or ignored in the interest of production.

**B SAFETY INFORMATION TO BE PROVIDED BY CONTRACTOR**

1. The Contractor shall provide a comprehensive description of the safety program employed by the firm. This program description shall cover, at a minimum: safety policy; safety rules; safety committee charter; emergency medical plans; on-the-job injury response; accident reporting procedures; operator's license requirements; specific programs on hazards such as electrical, noise, chemicals, poisonous plants and animals; language barriers and how Contractor will overcome them in emergency situations; and a description of the type, content, and frequency of employee safety meetings.
2. Prior to the award of a Task Order under this contract, the Contractor must provide

a site-specific safety plan, as discussed in A, above.

3. In addition, the Contractor must provide the information on employee's qualifications and experience, as well as corporate safety records and insurance information detailed in Section N, below.
4. The Contractor shall continue to provide safety information to the Contracting Officer during the course of this contract term. As new employees are hired, the required safety information shall be provided for each one. In addition, changes in safety programs, corporate safety history and insurance matters shall be provided to the Contracting Officer.

### C. SAFETY WATCHERS, HOLD ORDERS AND CLEARANCES

#### 1. Safety Watcher

In areas of possible electrical hazard, a safety watcher may be necessary for the protection of workmen and facilities (both Government and private). A safety watcher is an electrical worker who knows and understands the safety rules and electrical hazards involved in specific work situations. The safety watcher is responsible for limiting the movement of personnel and equipment to prevent electrical contact accidents. The safety watcher has the authority to halt the operation whenever any unsafe act or condition exists or is imminent.

For work such as vegetation control, the safety watcher shall establish boundaries for the work area and inform the workers accordingly. These boundaries shall maintain an adequate margin of safety to assure that the Minimum Approach Distances specified for the circumstances will not be violated.

If a safety watcher is necessary, the Contractor shall provide qualified personnel for that duty. All safety watchers shall be competent electrical workers, having satisfactory experience with energized high-voltage facilities of the type located in proximity to the employees they are assigned to watch. Individuals assigned safety watch duty shall hold a BPA Contractor Safety Watcher Card and shall pass an oral on-site interview conducted with the BPA Chief Substation Operator or designee. Safety watchers shall have no duties other than to warn the personnel working in the area of any impairment of safe clearance or other possible hazards.

To qualify for the Contractor Safety Watcher Card, the individual must pass a written Safety Watcher test given by BPA's Manager for Substation Operations or a designee. A list of individuals currently holding valid cards will be provided to the Contractor by BPA upon request.

#### 2. Hold Orders

Hold orders are defined as follows:

"An assurance given by a System Dispatcher or Substation Operator that the re-closing relays on an energized transmission line have been cut out and tagged, and that if the line relays, it will not automatically return to service. It also assures that the dispatcher will not automatically order the line energized if it becomes de-energized until the holder of the hold order reports the crew is in the clear."

This is a special operating order used to put the control of re-energizing a facility under the direction of a dispatcher and is used to protect personnel working on or near energized lines or equipment.

Normally, the power lines shall remain energized (HOT) during execution of the work. The Contractor shall request a HOLD ORDER when needed. If a HOLD ORDER is requested, the Contractor shall make the request to the

COTR or field inspector seventy-two (72) hours in advance. When a HOLD ORDER is in effect, only qualified line-clearance tree trimmers shall perform the work.

### 3. Clearances

Clearances are defined as follows:

“An assurance given by a System Dispatcher or Substation Operator that the transmission line is isolated from the power system (de-energized) and will not be re-energized until the crew is reported in the clear and the line is ready for service. A BPA qualified electrical worker must hold the clearance..”

A Clearance “MUST” be required if any tree or trees have grown into, or when felled, can come within the Minimum Approach Distance (MAD). Tables 1 specifies minimum approach distances.

#### D. MINIMUM APPROACH DISTANCES

1. It is imperative that the Contractor take every precaution to insure that employees avoid contact, or come in close proximity to, energized high voltage lines or parts. No part of a worker’s body or any conductive object held by, or touching, a worker shall be moved closer to energized high voltage lines or parts than the Minimum Approach Distances specified in Tables 1 and 2, attached hereto.
  - a. Table 1 specifies minimum approach distances from energized conductors for qualified line-clearance tree trimmers and qualified line-clearance tree trimmer trainees.
  - b. Table 2 specifies minimum approach distances from energized conductors for persons other than qualified line-clearance tree trimmers and qualified line-clearance tree trimmer trainees.
2. Violation of the prescriptions for minimum approach distances by any employees of the Contractor will be grounds for the immediate stopping of work and/or contract termination.

#### E. FEDERAL AND STATE OCCUPATIONAL SAFETY LAWS AND REGULATIONS

1. The Contractor is responsible for complying with all federal and state laws and regulations governing the activities being performed under this contract, including those issued by the U.S. Department of Labor, Occupational Safety & Health Administration, including OSHA 1910.266 (CFR 1910.266) – Logging Operations and OSHA 1910.269 (29 CFR 1910.269) - Electric Power Generation, Transmission, and Distribution, and the state of Washington, Department of Labor and Industries. The Contractor shall comply with Washington Department of Labor and Industries Chapter 296-24 WAC (General Safety and Health Standards), Chapter 296-62 WAC (General Occupational Health Standards), Chapter 296-45 WAC (Safety Standards for Electrical Workers), and Chapter 296-54 WAC (Safety Standards for Logging Operations).
2. It is not intended that the list of safety-related documents referenced herein is a complete and comprehensive listing of all relevant documents. It is the responsibility of the Contractor to be knowledgeable concerning all safety regulations applicable to activities undertaken by the Contractor and to insure that operations under this contract are conducted in a safe manner consistent with those regulations. In instances where there are conflicting requirements in the various regulations, the more stringent requirement shall prevail.

## F. DEFINITIONS

### Competent Person

One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

### Electric Conductor

Any overhead or underground electrical device, including communications wires and cable, power lines, and other such facilities.

### Electrical Hazard

An electrical hazard exists when a worker, a tool, or any conductive object is closer than 10 feet (3.05m) from an energized overhead conductor rated 50 kV, phase-to-ground or less, or closer than 10 feet + 4 inches (3.05 m + 10 mm) for each additional 10 kilovolts over 50 kV. When an electrical hazard exists, minimum clearances shall be maintained and only qualified line-clearance tree trimmers or qualified line-clearance tree trimmer trainees shall perform the work.

### Line-Clearance Tree Trimming

The pruning, trimming, or removal of trees or brush growing or existing in proximity to electrical conductors (as defined below) for the purpose of preventing such growth from interfering with the facilities involved.

### Proximity

Any time an electrical hazard exists in the area.

### Qualified Person

One who, by possession of a recognized degree, certificate, or professional standing, or who, by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.

### Qualified Line-Clearance Tree Trimmer

A tree worker who, through related training and on-the-job experience, is familiar with the hazards in line clearance and has demonstrated his/her ability in the performance of the special techniques involved in accordance with OSHA 1910.269.

### Qualified Line-Clearance Tree Trimmer Trainee

Any worker undergoing line-clearance tree-trimming training, who, in the course of such training, is familiar with the hazards in line clearance and has demonstrated ability in the performance of the special techniques involved, in accordance with OSHA 1910.269. Such trainees shall be under the direct supervision of qualified personnel.

### Qualified Personnel

Any worker who, by reason of training and experience, has demonstrated the ability to perform duties safely and, where required, is properly licensed in accordance with federal, state, or local laws and regulations.

## G. GENERAL SAFETY REQUIREMENTS

1. Equipment and devices shall be appropriate for the tasks involved and shall be

properly maintained.

2. Employers shall instruct their employees in the proper use of all equipment provided for them and shall require that safe working practices be followed. A job briefing, work procedure, and assignment shall be worked out carefully before any tree job is begun.
3. All equipment, including ropes and lines, upon which the worker must rely for safety, shall be inspected and properly maintained by the worker each day before use.

## H. ELECTRICAL HAZARDS

### 1. General

All overhead and underground electrical conductors and all communication wires and cable shall be considered to be energized with potentially fatal voltages.

#### a. Every worker shall be instructed that:

- 1) a direct contact is made when any part of the body touches or contacts an energized conductor or other energized electrical fixture or apparatus.
- 2) an indirect contact is made when any part of the body touches any object in contact with an energized electrical conductor or other energized fixture or apparatus.
- 3) an indirect contact can be made through conductive tools, tree branches, trucks, equipment or other conductive objects, or as a result of communication wires and cables, fences, or guy wires being accidentally energized.
- 4) electric shock will occur when a worker, by either direct or indirect contact with an energized conductor, energized tree limb, tool, equipment, or other object, provides a path for the flow of electricity to a grounded object or to the ground itself. Simultaneous contact with two energized conductors will also cause electric shock that may result in serious or fatal injury.

#### b. BPA should be advised before any work is performed in proximity to energized conductors.

### 2. Working in Proximity to Electrical Hazards

- a. An inspection shall be made by a qualified line-clearance tree trimmer to determine whether an electrical hazard exists before climbing or performing any work on a tree.
- b. Only a qualified line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is found that an electrical hazard exists. A trainee shall be under the direct supervision of a qualified line-clearance tree trimmer.
- c. Footwear, including those having electrical-resistant soles and lineman's overshoes shall not be considered as providing any measure of safety from electrical hazards.
- d. Rubber gloves, with or without leather or other protective covering, shall not be considered as providing any measure of safety from electrical hazards.
- e. Ladders, platforms, and aerial devices, including insulated aerial devices, shall be subject to the working distance requirements contained in the tables herein.

- f. If an aerial lift device contacts an electrical conductor, the aerial device and attached equipment (such as a chipper) shall be considered as energized, and contact with the truck shall be avoided except where emergency rescue procedures are being conducted. Emergency rescue should only be performed by trained persons familiar with electrical hazards.
- g. When an emergency condition develops that involves electrical conductors, work shall be suspended and BPA shall be notified immediately.

#### I. CREW MEMBERS

1. Every crew assigned to perform work under this contract who will encounter electrical hazards shall have at least one certified line-clearance tree trimmer.
2. The remainder of the crew shall contain sufficient numbers of the appropriate labor categories to efficiently and safely accomplish all tasks.

#### J. AERIAL DEVICES

1. When operating an aerial device, the operator shall look in the direction of travel of the bucket and be aware of the booms in relation to all other objects and hazards.
2. Booms or buckets shall not be run into conductors, cables, poles, trees and similar objects.
3. When working in close proximity to energized overhead conductors, electric cables, lights, or other conductive material shall not be run from the truck to the bucket on insulated equipment.
4. During aerial device operations, workers not engaged in line-clearance shall maintain the minimum clearances discussed herein.
5. Workers shall be instructed that insulated buckets do not protect them from other electric paths to the ground, such as those through trees, through a guy wire, or the path from one phase wire to the second phase wire, any one of which can be fatal.

#### K. JOB INTERRUPTIONS FOR SAFETY REASONS

The Contracting Officer, Contracting Officer's Technical Representative or the Field Inspector may direct the Contractor to discontinue all operations, or specific portions of the job, for safety reasons. If improper and unsafe safety practices are observed, they will be brought to the Contractor's attention for correction. If the Contractor does not act expeditiously in correcting the matter, a partial or complete work stoppage may be ordered and the Contractor shall comply immediately. If there is imminent danger to life or property, a partial or complete work stoppage may be ordered immediately, with no prior notice.

BPA shall not be liable for any costs associated with BPA-directed work stoppages for safety-related issues.

#### L. JOB-SITE BRIEFINGS

The Contractor shall have daily work briefings for crews prior to the beginning of activities for that day. These work briefings shall include and highlight safety issues in general and specific hazards to be encountered that day in the planned work area. The Contractor must maintain a written record of these meetings and the specific safety issues discussed.

#### M. ADDITIONAL SAFETY REQUIREMENTS

The Contractor shall comply with the following additional safety requirements in executing the effort under this contract:

1. Each task order will specify that a certain percentage of all of the workers assigned to accomplish work under the task order shall be qualified line-clearance tree trimmers, in accordance with OSHA 1910.269.
2. When electrical hazards exist, the Contractor shall insure that certified line-clearance tree trimmers precede the clearing parties to identify and mark trees which are, or when felled may come, within the minimum distances specified in the tables contained herein, which will determine whether a Hold or Clearance must be requested. In addition, the line-clearance tree trimmers must determine those trees which must be removed by a certified line-clearance tree trimmer.
- 3, The Contractor shall use acceptable forestry instruments and techniques in making the determination of tree height to conductor distances and shall insure that its personnel are properly trained in the use of such instruments and techniques.

#### N. DOCUMENT SUBMITTALS

The Contractor shall provide documentation supporting its safety program and the qualifications and credentials of its employees, including:

1. Safety Policy/Program
2. Proficiency Audit - A separate document for each employee detailing the training, experience and qualifications of the employee
3. Personal Protective Survey - An analysis of all of the types of safety hazards which may be encountered in working under this contract, the corrective measures which can reduce the hazards to the employees, and any special equipment which will be provided to the employee in light of the particular hazard.
4. Job Briefing Format - A description of the briefing which will be provided each morning before work begins.
5. Safety Record for past three (3) years
6. References for work performed of a similar type to that contemplated under this contract.
7. Insurance rating information.

#### O. ORDER OF PRECEDENCE

Should there be any conflicts or disparity between the specific information regarding safety provided herein and any federal or state regulations, the more stringent requirement shall prevail.

GENERAL REQUIREMENTS  
TO BE FOLLOWED IN EXECUTING THE  
STATEMENT OF WORK  
FOR  
VEGETATION CONTROL  
ON  
BONNEVILLE POWER ADMINISTRATION  
TRANSMISSION LINE RIGHTS-OF-WAY

LAND USE REQUIREMENTS AND ENVIRONMENTAL QUALITY PROTECTION

1. SCOPE

The Contractor shall conduct operations in a manner which protects the quality of the environment. The statement of work contains provisions which shall be considered in all the Contractor's operations. If the Contractor fails to operate within the intent of these requirements, the Government will advise the Contractor of this shortcoming and request that it be corrected. Continued violation will result in a work suspension until correction or remedial action is taken by the Contractor. The costs of complying with the Environmental Quality Protection requirements are a part of the overall work and no additional claims will be allowed for corrective actions. Work suspension for correction of violations will not be considered as cause for contract extension.

2. LAWS AND REGULATIONS

The Contractor shall comply with all applicable federal, state, and local anti-pollution laws and regulations in the prevention, control and abatement of all forms of pollution.

3. CONTRACTOR CONDUCT

The Contractor shall conduct all operations and public contacts under this contract in a manner which creates a positive impression for the Government and the Contractor. Contractor employees shall not consume, nor be under the influence of, alcohol or other intoxicants, while performing work under this contract.

4. RIGHT-OF-WAY WORK AREA

The Contractor shall observe the boundaries of the right-of-way easements as shown on the Plan and Profiles and confine control activities to it.

5. USE OF LAND

A. The Contractor may utilize any existing Government transmission line rights-of-way, including the roads on the right-of-way, unless directed otherwise by the Contracting Officer's Technical Representative or field inspector. The Contractor may also use Government-owned access roads and the private roads to the rights-of-way for which the Government has secured rights. Use of these roads will be limited to equipment necessary to perform the work and to time when their use by the Contractor will not result in more than normal wear and damage. The Contracting Officer will be the final authority in this determination.

The Government will not secure additional rights-of-way for the Contractor.

B. The Contractor shall be solely responsible for all necessary arrangements to use private or public land for which the Government has not secured rights. The Contractor shall assume all responsibilities and liabilities stemming from use of such land. Any incidental cost resulting from the use of such lands shall be borne by the Contractor.

C. Before entering upon any private property on which BPA does not have an easement, the Contractor shall, to the extent practicable, contact the resident owner or his representative and obtain permission in writing to use his property. At the same time, he shall investigate and ascertain what special precautions he must take on the property involved. Such precautions shall include, but not be limited to, protecting desirable plants, livestock, and -water supplies.

D. Before initiating work, the Contractor will secure from the responsible Forest Protection Agency the required Equipment Operating Permits and Entry Permits, when necessary. The Contractor shall also familiarize himself with the applicable forest codes and regulations relating to fire prevention and protection and other state laws which may relate to his operation.

## 6. DEALING WITH PROPERTY OWNERS

Work on the right-of-way may lead to occasional contact between the Contractor and the property owner or legal tenant. The Contractor shall not initiate any contract changes with the property owner. Only the COTR and Field Inspector will deal with property owners, except as specified in paragraph 4, above. If the Contractor has any unauthorized dealings with the property owner that lead to changes to the work, the Contractor shall redo the work as originally specified at no additional cost to the Government.

Minor requests by the property owner, which are not outside the general scope of this contract and do not result in significant additional work, may be honored by the Contractor, at Contractor's discretion. However, no claims for extra compensation by the Contractor will be allowed.

The Contractor shall notify the Contracting Officer of requests for work outside the specified contract work and of interference by property owners with the work. BPA will make every possible attempt to continue the project.

## 7. EQUIPMENT RESTRICTIONS

A. Motorized vehicles, equipment, and machinery shall not be permitted to tear up the ground and its cover vegetation. The machinery shall not cause gulying, erosion, damage or destroy desirable vegetation. The Contracting Officer's Technical Representative or Field Inspector may restrict the use of vehicles, equipment, and machinery that could cause undue damage or be a source of potential erosion. The off-road use of tractors within 100 feet of a water course, including intermittent streams, is prohibited. Refer to 9.C for conditions and limitations of fording of streams.

B. No motorized vehicles and machines shall be permitted in any cultivated lands unless specifically authorized in writing prior to entry.

## 8. ROAD CLOSURES

The Contractor shall be prepared for a seasonal or special closure of part of the road system to some or all of his motorized equipment. The purpose of the closure is to minimize road damage. Special road closures during the normal working season may be imposed on the Contractor due to adverse weather and road conditions. The time allotted to execute the contract incorporates time for these short-term closures and resulting work delays. The Contractor should schedule his work program accordingly.

## 9. LOCKS ON ACCESS ROADS AND RIGHTS-OF-WAY

Property owners, together with BPA, have equipped a sizable number of gates with padlocks on access roads leading to rights-of-way.

The Contractor will not be issued a key to the BPA lock, stamped "USBPA " The Contractor may install a lock in series with the others already installed. Prior to commencement of work in one area, BPA will verify that no access is blocked by an unauthorized lock and will install the Contractor's locks. BPA will not be liable for delays attributable to the Contractor's subsequent lockout, either inadvertently or maliciously by third parties.

After the work is completed in one area or section, the Contractor shall remove his locks.

When using gates, the Contractor shall AT ALL TIMES, comply with all requests of the property owner regarding leaving gates open or closed. If no direction is received from property owners, gates shall be left as found.

## 10. GENERAL ENVIRONMENTAL PROTECTION

These specifications cover the requirements to protect the quality of the environment and are in addition to other specified requirements and apply to all of the Contractor's operations. If a conflict occurs between these specifications and others within this contract, the more stringent requirements shall be followed.

In association with the execution of the requirements of this contract, the Contractor shall:

- a. Ensure that all supervisors and employees (including subcontractors) are familiar with, and comply with, all environmental constraints while providing services under this contract.
- b. Conduct all operations in an efficient manner using good land management and conservation practices to keep erosion and all forms of pollution to a minimum.
- c. Use equipment only where it can maneuver without winching or being winched.
- d. Restrict travel routes to designated access roads to minimize soil erosion. Exceptions shall be subject to the approval of the COTR or field inspector.
- e. Not construct any roads or travel ways, or reconstruct any existing roads or travel ways.
- f. Not otherwise disturb the rights-of-way and access road surfaces.
- g. Not disturb vegetation located off BPA's rights-of-way or access roads.
- h. Prevent any contaminated material from entering any body of water, dry watercourse, or underground water source.

I. Proceed as follows in the event of a petroleum based fluid spill from machinery or equipment being operated, fueled or maintained on BPA transmission line rights-of-way or access roads:

1. For spills less than five (5) gallons, the Contractor shall:
  - (a) immediately proceed to remove and dispose of all contaminated soils,
  - (b) notify the COTR or field inspector of the spill, and
  - (c) provide all documentation regarding disposal of the contaminated soil to the COTR (i.e., all documentation provided by Federal and state agencies).
2. For spills greater than five (5) gallons, the Contractor shall:
  - (a) immediately contain the spill,
  - (b) notify the COTR or field inspector prior to the removal of the contaminated soil, and

- (c) provide all documentation regarding disposal of the contaminated soil to the COTR (i.e., all documentation provided by Federal and state agencies).

j. Proceed as follows in the event of a chemical spill:

1. The Contractor shall notify the COTR or field inspector and the state of any chemical spills, as follows:

- (a). One (1) gallon or more of undiluted herbicide
  - (b). Fifty (50) gallons or more of herbicide mixture.
  - (c). Any amount of herbicide in or near water.
2. Clean up all spills immediately to state specifications at Contractor's expense.
3. Provide all documentation regarding disposal of the spill and contaminated soils to the COTR (i.e., all documentation provided by Federal and state agencies).

## 11. WATER QUALITY CONTROL

A. Contaminants. The Contractor's activities shall be performed by methods that will prevent entrance, or accidental spillage of solid matter, contaminants, debris, and other pollutants and wastes into flowing streams, dry watercourses, lakes, ponds, and underground water sources.

B. Turbidity and Blocking of Streams. Activities near streams or other bodies of water shall not cause the water turbidity to exceed State or local water quality standards for that stream.

If anadromous fish utilize the stream, they shall not be blocked from migrating in the stream nor shall spawning areas be disturbed or muddied. Water courses shall not be blocked or diverted. Material shall not be deposited in water courses or within bank areas where it could be washed away by high stream flow.

C. Fording of Streams. Spawning or fishing streams, which will be identified to the Contractor and marked on the Plan maps, are not to be forded by the Contractor's vehicles. All other streams may be forded only by permission from the Contracting Officer's Technical Representative or field inspector. Extreme care shall be exercised when fording streams so as not to cause stream turbidity and bank damage.

## 12. AIR QUALITY CONTROL

A. General. The Contractor shall take actions to limit the amount of air pollution created by his operations.

B. Dust. The Contractor shall minimize the creation of dust. This may require limits as to types of equipment, allowable speeds and utilized routes.

C. Vehicle Exhaust Emissions. The Contractor shall maintain and operate equipment to limit vehicle exhaust emissions. Equipment and vehicles that allow excessive emissions of exhaust gases due to poor engine adjustment, or other inefficient operating conditions, shall not be operated until corrective repairs or adjustments are made.

D. Smoke and Odors. The Contractor shall properly store and handle combustible material which could create objectionable smoke, odors or fumes. The Contractor shall not burn refuse such as trash, rags, tires, plastics or other debris.

## 13. NOISE CONTROL

A. General. The Contractor shall take measures to avoid the creation of noise levels that are considered safety or health hazards. Critical areas, including but not limited to, residential areas, parks, public use areas, and some ranching operations will require special considerations. The noise from equipment such as chippers and chain saws shall be reduced when required by the Contracting Officer's Technical Representative or Field Inspector.

B. Noise Suppression. All internal combustion engines shall be properly equipped with mufflers as required by the Department of Labor "Safety and Health Regulations for Construction." The Field Inspector may require spark arresters in addition to mufflers on some engines. Air compressors and other noisy equipment may require sound-reducing enclosures in some circumstances.

#### 14. FIRE SAFETY

A. Prevention and Suppression. The Contractor shall do everything reasonable within his power and shall require his employees to do everything reasonable within their power, both independently and upon request, to prevent and suppress fires. In case of fire, the Contractor and his surety shall be liable for the suppression costs and damages resulting from fire caused by his operation.

B. Applicable Laws and Regulations. The Contractor shall comply with all state and federal laws and regulations pertaining to fire prevention, including smoking regulations, presuppression and suppression, including shutdowns, closures, and firewatch.

C. Fire Fighting Equipment. The Contractor shall furnish and maintain in proper operating condition all required fire fighting equipment and follow all fire prevention measures. State requirements shall be in effect during the entire fire season, regardless of length.

D. Fire Guard. During periods of wildfire hazard specified by the State or Federal Land Management Agencies with jurisdiction in the project area, the Contractor shall furnish at least one (1) person to serve as a fire guard patrolman. This individual shall be physically able to detect fires and must take fire suppression actions with required fire-fighting equipment on any fire that starts in the area of operations. The start time and duration of the patrol shall be determined by the Federal or State Land Management Agency with jurisdiction in the project area.

E. Chemical Fire Extinguishers. The Contractor shall provide chemical fire extinguishers, as follows:

All Internal combustion engines, electric motors, or other spark-emitting equipment other than chain saws, shall have one chemical fire extinguisher of not less than 6 B,C Underwriters' Laboratories rating. Internal combustion engines shall have a suitable vertical exhaust pipe extending at least 18 inches above the manifold, or if the equipment has a cab or hood, the exhaust pipe shall extend at least 4 inches above the cab or hood. A U.S. Forest Service approved spark arrester may be substituted for the vertical exhaust pipe.

Any truck or other vehicle used for hauling equipment or materials, rock, or minerals shall have one chemical fire extinguisher of not less than 6 B,C Underwriters' Laboratories rating and one long or "D" handle round-point shovel. The truck or other vehicle shall have a suitable vertical exhaust pipe extending at least 18 inches above the manifold, or if the equipment has a cab or hood, the exhaust pipe shall extend at least 4 inches above the cab or hood. A U.S. Forest Service approved spark arrester may be substituted for the vertical exhaust pipe. For gasoline engine powered vehicles, a standard manufacturers' exhaust system free of defects is adequate.

Any portable power saw operator shall have one chemical fire extinguisher, of not less than 1 B,C rating, in possession and one long or "D" handle round-point shovel near enough to get the shovel and return to the operation in one minute or less. The power saw shall be free of defects and have a U.S. Forest Service-approved spark arrester.

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher shall be safely stored in the equipment or materials carriers or other agreed upon place.

#### 15 TRANSPORT OF HERBICIDES AND OIL

The Contractor shall use adequate safeguards to prevent spillage of fuel oil or other solutions. When the Contractor is away from the job site, all herbicide shall be covered.

## 16. FUELING AND REFUELING

Fueling of any gasoline vehicle or power tool near an electrically-energized facility on a transmission line right-of-way or within a substation requires that the Contractor use safe practices.

Safe practices include:

- a. The fueling device should be grounded and bonded to the object being fueled before any vapors are permitted to escape;
- b. No ungrounded object or person should be allowed within the zone of escaping vapors;
- c. Metal fuel containers should be used; and
- d. No plastic or other non-conducting fuel container may be used.
- e. Any fueling of a power saw shall be done in an area which has first been cleared of combustible material. Power saws shall be moved at least ten (10) feet from the point of fueling before starting.
- f. The contractor shall use adequate safeguards to prevent spillage of fuel, fuel oil, or solutions containing fuel oil.
- g. Workers shall not carry fuel on their persons at any time.

These requirements do not apply when using diesel or similar less flammable fuel oil.

## 17. PERSONAL RESTRICTIONS

Sanitation Rules. The following rules shall be observed:

- a. The depositing of human excrement in any watershed is prohibited. Accidents shall be personally removed outside the specified areas and treated under Rule c.
- b. In such watersheds, portable sanitary chemical toilets shall be provided and operated for use of the work crews.
- c. All feces and accessory papers shall be buried 4 inches or more below ground level. A location closer than 25 feet to a road, 50 feet from a watercourse, and 200 feet from a dwelling is not permissible.
- d. No urination shall be permitted into any spring, creek, reservoir, lake, swamp or river, or within 25 feet thereof.
- e. No person shall wash or cleanse his body or rinse out dirty clothes in any creek, reservoir, river or lake. The rule also applies to the hosing and washing of cars, trucks, tractors and other equipment.
- f. All uneaten food, papers, cans, garbage or other debris shall be collected and removed from the right-of-way and disposed of at Contractor's facilities.

## 18. RESTORATION OF LAND AND PROPERTY DAMAGE

A. The Contractor shall restore rutted, compacted, or disturbed land that could result in erosion or property damage.

Restoration work shall be completed within thirty (30) days after completion of the task order unless:

1. A shorter period is ordered by the Contracting Officer to prevent further damage.
2. A longer period is needed to avoid unsuitable conditions.

B. Any damage done by the Contractor or the Contractor's employees or subcontractors to gates, fences, culverts, bridges, or any other property, shall be repaired immediately by the Contractor at Contractor's expense.

C. If the contractor fails to perform the restoration as required, BPA will do the work at the Contractor's expense.

## 19. ENVIRONMENTALLY SENSITIVE AREAS AND AESTHETIC SITES

Certain areas along the rights-of-way are considered environmentally sensitive. These areas will be designated in each Task Order, or by the COTR or field inspector. Environmentally sensitive areas include: areas classified as scenic, historical, archaeological, fish and wildlife refuges, water supply watersheds, and public recreation areas such as parks and monuments. The Contractor shall take all necessary actions to avoid adverse impacts to these sensitive areas. These actions may include suspension of work or a change of operation during periods of unfavorable conditions or heavy public use.

The vegetation to be controlled is generally less than 9.15 meters (30 feet) tall. However, the Contractor shall be required to cut and dispose of **all** incompatible vegetation, as specified in each Task Order or as directed by the field inspector. This includes any trees greater than 12.19 meters (40 feet) in height. **Note**, These areas may require qualified tree fallers.

Vegetation within these environmentally sensitive areas and aesthetic sites may require selective control. Vegetation to be cut and disposed of in these areas will be identified by the COTR or field inspector or in each Task Order.

### A. Streams

Stream courses (including intermittent stream courses) shall be field evaluated, on a site-by-site basis, to determine if and to what degree vegetation control shall be restricted. Final determination of the vegetation to be cut will be made solely by the COTR or field inspector. The Contractor shall be required to minimize disturbance to the vegetation by:

1. Leaving low growing vegetation undisturbed within 7.62 meters (25 feet) of the edge of the stream (both sides) extending across the right-of-way (i.e., not cutting vegetation which provides protection to the stream).
2. Selective cutting and or topping of tall growing species which pose a danger to the transmission line.
3. Disposing of the debris along stream banks and from within the flood plain. This includes:
  - a. removing the debris from the flood plain; and
  - b. either; lopping and scattering, stacking, or chipping the debris at a designated sites within the transmission line right-of-way.

### B. Visually Sensitive Highways and Roads

Vegetation along visually sensitive highways and roads shall require selective control. The Contractor will be required not to disturb specific vegetation in certain locations where the transmission line rights-of-way cross sensitive highways and roads. Vegetation to be cut and disposed of in these areas will be designated by the COTR or field inspector. The Contractor shall be required to minimize disturbance to the remaining vegetation by:

1. Leaving vegetation undisturbed within 7.62 meters (25 feet) from the edge of sensitive highways or roads (both sides) extending across the right-of-way, (i.e., not cutting vegetation which provides a visual screening).
2. Selective cutting and or topping tall growing species which pose a danger to the transmission line.
3. Disposing all debris within 7.62 meters (50 feet) of the sensitive highway or road, or within limits set by federal, state or local regulations. This includes:

MINIMUM QUALIFICATIONS  
FOR  
CONTRACTOR EMPLOYEES  
INVOLVED IN  
VEGETATION CONTROL  
ON  
BONNEVILLE POWER ADMINISTRATION  
TRANSMISSION LINE RIGHTS-OF-WAY

***All individuals assigned by the Contractor to work on projects under this contract in the labor categories listed herein shall meet the minimum requirements specified. This list does not cover all of the categories of labor the Contractor may use on vegetation control projects. It only covers those labor categories which involve workers subjected to electrical hazards or chemical exposure.***

The definitions of competent person, qualified person, electrical hazards and specific job titles are as defined in the contract document entitled "Safety Requirements for Vegetation Control Activities on Bonneville Power Administration Transmission Line Rights-of-Way".

As required by the safety document referenced above, detailed information on each employee must be provided to BPA by the Contractor before an employee may be put to work on a BPA vegetation control project. Individuals for whom such information has not been provided will not be allowed to work on any BPA project. The requirement to provide information on each employee extends to all employees, not just those in the labor categories for which minimum qualifications have been established.

As the Contractor employs new individuals, the required information for the new employees must be provided before those individuals may be assigned duties under this contract.

Failure to provide pertinent information on employees may result in the Contractor being directed to remove individuals from the job site.

Repeated failure to provide the appropriate information, and individuals who are properly trained and qualified may result in BPA-directed work stoppages for safety reasons, or in contract termination.

## **Qualified Foreman For Projects Involving Electrical Hazards**

The qualified person who leads and directs the daily work on the job site. Works with the inspector to insure safety and other contract requirements are met. Is in charge of the job at all times and is responsible for all work crew action. This individual is a competent person when electrical hazards are an issue. A Qualified Superintendent is on the job site during all phases of the work project.

### **Training Requirements: (Must meet one of these elements)**

1. Complete an apprenticeship as a lineman or other electrical craft, **or**
2. Complete at least 35 hours of course work which would lead to certification as a line-clearance tree trimmer, plus at least three years of on-the-job training (OJT), **or**
3. Possess a four (4) year degree in forestry or related field,

### **Experience: (Must meet all of these requirements)**

1. Have a minimum of three years experience as a line-clearance tree trimmer
2. Have at least 2 years as a supervisor of line-clearance tree trimmers
3. Of those five years, one year of experience must be on transmission voltages greater than 115 kV.

### **Other Requirements**

1. Shall have a current first-aid and CPR card.
2. Shall be fluent in the English language as well as the language(s) of contractor employees under his/her direct supervision..
3. When trees are over 40 feet in height or greater than 5 inches dbh, the Superintendent shall have at least one year of experience in the supervision of tree falling.

## **Qualified Foreman For Projects Without Electrical Hazards**

The qualified person who leads and directs the daily work on the job site. Works with the inspector to insure safety and other contract requirements are met. Is in charge of the job at all times and is responsible for all work crew activities. Work is performed when there is no electrical hazard present. A Qualified Superintendent is on the job site during all phases of the work project.

### **Training Requirements:**

1. Three years of on-the-job training (OJT), **or**
2. Two (2) years of post High School courses in forestry or related field, **or**
3. Certified by the International Society of Arboriculture.

### **Experience:**

1. Have a minimum of three years experience as a qualified tree worker.
2. Have at least 1 year as a supervisor of qualified tree workers.
3. When trees are over 40 feet in height or greater than 5 inches d.b.h, the Superintendent shall have at least one year of experience in the supervision of tree falling.

### **Other Requirements:**

1. Shall have a current first-aid and CPR card.
2. Shall be fluent in the English language as well as the language(s) of contractor employees under his/her direct supervision.

### **Qualified Foreman For Herbicide Application Projects**

When herbicide applications are required in conjunction to other tree work, the Superintendent shall have additional training and experience in the use and application of herbicides. The Superintendent shall meet the requirements for a Line Clearance Foreman if electrical hazards are present, or a Superintendent/Qualified Tree Worker when there are no electrical hazards present.

#### **Training Requirements:**

1. Complete at least 35 hours of course work which would lead to certification as a line-clearance tree trimmer, plus at least three years of on-the-job training, **and**
2. Two years of on-the-job training in the use of herbicides with at least one year of OJT in the right-of-way field. **or**
3. 2 years of post High School courses in forestry or related fields pertaining to herbicides, **or**
4. Certified by the International Society of Arboriculture.

#### **Experience:**

1. Have a minimum of two years experience as a herbicide applicator.
2. Have at least 1 year as a supervisor of herbicide applicators.

#### **Other Requirements:**

1. Shall have a current first-aid and CPR card.
2. Shall be fluent in the English language as well as the language(s) of any contractor employees under his/her direct supervision.
3. Possess a current herbicide license for the category and State in which the work is being performed.

### **Qualified Line-Clearance Tree Trimmer**

Is a competent person who performs tree work when electrical hazards exists. Has direct knowledge of the work to be completed and is responsible for meeting all requirement of the work project. Responsible for all work safety practice required for the job. Directly supervises trainees when present on the job site.

#### **Training Requirements:**

1. Complete at least 35 hours of course work which would lead to certification as a line-clearance tree trimmer  
**and one of the following**
2. Two (2) years of on-the-job training (OJT), **or**
3. Two (2) years of post High School courses in forestry or related field, **or**
4. Certified by the International Society of Arboriculture, **or**

#### **Experience:**

1. Have a minimum of one year experience as a qualified tree worker
2. Have at least 1 year as a Qualified line-clearances tree trimmer trainee,
3. Of those two years, six months of experience must be on transmission voltages greater than 34 kV.

#### **Other Requirements:**

1. Shall have a current first-aid and CPR card.
2. When trees are over 40 feet in height or greater than 5 inches d.b.h., the worker shall have at least one year of experience in tree falling. The worker must be able to safely fall trees greater than 20 d.b.h.

## **Qualified Line-Clearance Tree Trimmer Trainee**

Is any worker undergoing training who performs tree work when electrical hazards exists. One who does not meet all of the requirements as outline for Line-clearance tree trimmers. Is familiar with the work to be completed. Responsible for all work safety practices required for the job. Works directly under the supervision of a competent person

### **Training Requirements:**

1. Complete at least 35 hours of course work which would lead to certification as a line-clearance tree trimmer, **and one of the following**
2. Is currently receiving on-the-job training (OJT), **or**
3. Is enrolled in post High School courses in forestry or related field, **or**

### **Experience:**

1. Have a minimum of six months experience as a tree worker

### **Other Requirements:**

1. Shall have a current first-aid and CPR card.
2. Has the ability to become a line-clearance tree trimmer.
3. When trees are over 40 feet in height or greater than 5 inches d.b.h., the worker shall have at least two months of experience in tree falling. The worker must be able to safely fall trees under supervision greater than 20 d.b.h.

## **Qualified Herbicide Applicator**

When herbicide applications are required in conjunction to other tree work, all workers shall be a qualified person in the use of herbicides, and have additional training and experience in the application of herbicides. The workers shall meet the requirements for a Line Clearance tree trimmer or Line Clearance tree trimmer trainee if electrical hazards are present.

### **Training Requirements:**

1. Two years of on-the-job training in the use of herbicides with at least one year of OJT in the right-of-way field. or
2. 2 years of post High School courses in forestry or related fields pertaining to herbicides.

### **Experience:**

1. Have a minimum of two years experience as a herbicide applicator.
2. Have at least 1 year of experience must be in the right-of-way maintenance.

### **Other Requirements:**

1. Should have a current first-aid and CPR card.
2. Possess a current herbicide license for the category and State in which the work is being performed.

## **Herbicide Applicator Trainee**

Is any worker undergoing training who performs herbicide applications when electrical hazards do not exist. One who does not meet all of the requirements as outline for herbicide applicators. Is familiar with the work to be completed. Responsible for all work safety practices required for the job. Works directly under the supervision of a qualified person

### **Training Requirements:**

1. Is currently receiving on-the-job training (OJT), or
2. Is enrolled in post High School courses in forestry or related field, or
3. Complete at least 16 hours of course work in job specific training.

### **Other Requirements:**

1. Shall have a current first-aid and CPR card.
2. Possess a current herbicide license for the category and State in which the work is being performed.