

MATANUSKA-SUSITNA BOROUGH  
LAND AND RESOURCE MANAGEMENT  
PALMER, ALASKA



BIDDING AND CONTRACT DOCUMENTS  
OVER THE COUNTER  
SALVAGE TIMBER SALE

STH 23-002

MSB006569AB – Alsop A & B, 214 Acres

OPENING DATE AND TIME: OPEN UNTIL SOLD OR  
MARCH 31, 2023



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**SECTION I**  
**INSTRUCTIONS TO BIDDER (6 pages)**

**01. EXAMINATION OF BIDDING DOCUMENTS AND SITE**

The Bidder shall examine carefully the Bidding Documents and site of the proposed work before submitting a Bid. The submission of a Bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the Bidding Documents.

The BOROUGH assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this bid document and its contents, unless such understanding or representations are expressly stated in the Bidding Documents or Addenda.

Any interested party submitting a bid on Matanuska-Susitna Borough (BOROUGH) projects should first review the BOROUGH Debarment/Suspension List. This listing is available on the BOROUGH Website. Any submission of a bid, with participation or involvement of an individual, company, firm or corporation on this list will render the bid/proposal as non-responsive.

The Bidder shall include in their bid sufficient sums to cover all items required by the Contract Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

**02. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall notify the BOROUGH Land and Resource Management Division Natural Resource Manager (NRM) promptly of any error, omission, or inconsistency that may be discovered during examination of the Bidding Documents and the proposed construction site. Requests from Bidders for interpretation or clarification of the Bidding Documents shall be made in writing to the NRM and shall arrive at least four (4) working days prior to the date for opening Bids. Any questions received after this date may not be answered. Oral questions may be presented at a pre-bid conference if one is provided for in the Bidding Documents. Interpretations, corrections, or changes, if any, to the Bidding Documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the NRM. Questions or requests for clarification directed to any other member of the borough staff may be grounds for rejection of bid as being irregular.

If material required for bidding purposes by these documents is absent, the Bidder is required to notify the Land and Resource Management Department in writing, or by e-mail to [ekrueger@matsugov.us](mailto:ekrueger@matsugov.us).

**NO ORAL QUESTIONS WILL BE ENTERTAINED.**

It is the Bidders sole responsibility to ascertain that they have received all Addenda issued by the Land and Resource Management Division. Addendum will be issued by U.S. Mail, or e-mail. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addendum has been issued, leave blank or write or type "N/A" on the Bid Form in the space provided.

### **03. PREPARATION AND SUBMISSION OF BIDS**

The Bidder with their usual legal signature must sign each bid, preferably in blue ink. Bids shall be submitted on the bid forms supplied and must be manually signed. Bids shall be submitted in a sealed envelope with the Invitation Number plainly marked on the front.

Where required on the bid, Bidders must provide a quote on all items. Failure to do so may disqualify the Bid. When quotes on all items are not required, Bidders shall insert the words "no bid" in the space provided for any item where no quote is made. If erasures or other changes appear on the forms, the person signing the bid must initial each such erasure or change.

Bids shall specify a unit or lump sum price, typed or written in ink in numerical form, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, or irregularities of any kind.

If more than one Proposal/Bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such Proposals/Bids will be rejected. A party who has quoted prices to an Offeror/Bidder is not thereby disqualified from quoting prices to other Offerors/Bidders, or from submitting a Proposal/Bid directly for the work.

Bidders must submit with their bid, a certified check or money order in the full amount of bid. Bidders must also submit evidence of the BOROUGH Business License, Alaska Business License, Tax Clearance, and proof of Insurance in the appropriate amounts. The successful Bidder will be expected to execute the Contract Agreement within 5 days of bid opening. Unsuccessful Bidders will have funds returned once the Contract Agreement is executed by the BOROUGH.

### **04. BID GUARANTEE - Reserved**

### **05. DIRECTIONS FOR DELIVERY OF BIDS**

Envelopes containing the bid, must be sealed, addressed and marked indicating bid number, bid name, and bid opening time and date, and delivered to:

Matanuska-Susitna Borough  
Land Management Division  
ATTN: Natural Resource Manager  
350 East Dahlia Avenue  
Palmer, Alaska 99645

### **06. BIDDERS CHECK LIST**

Bids may not be considered if the documents listed at the bottom of the Bid Form are not completely filled out, signed with original signature(s), and submitted with the bid.

### **07. RECEIPT AND OPENING OF BIDS**

Bids shall be submitted to the Land and Resource Management Division prior to the date and time of opening specified in the Invitation to Bid and the exact date and time of receipt of Bids will be recorded.

**Bids must be received by the Land and Resource Management Division no later than March 31, 2023 at 2pm.**

Late Bids will not be considered. Time of bid receipt will be determined by date and time stamp of the Land Management office.

Electronic transmitted bids will not be considered unless specifically stated in bid documents. Modification of bids already submitted will be considered if received by the NRM prior to bid closure on March 31 at 2pm.

No liability will attach to the BOROUGH for the premature opening of, or the failure to open, a bid not properly addressed and identified.

Bids may be withdrawn on written or electronic request received from Bidder prior to the time specified for Bid closure.

If more than one Bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such Bids will be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the work.

Bids shall be opened at the close of bid acceptance. Successful Bidder will be notified within ten working days of bid opening.

#### **08. EVIDENCE OF QUALIFICATIONS**

Upon request of the BOROUGH, a Bidder whose Bid is under consideration for the award of the Contract Agreement shall submit promptly to the BOROUGH satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature and the organization and equipment they have available for the performance of the Contract Agreement.

#### **09. QUALIFIED AND RESPONSIBLE BIDDER**

Before the bid is considered for award, the NRM reserves the right to determine a Bidder is qualified and responsible and to require the Bidder to complete a Bidder Qualification Form and/or a current financial statement prepared by a Certified Public Accountant.

The NRM shall determine whether a Bidder is qualified pursuant to MSB 23.10.090 Qualifications of Applicants and Bidders which states:

(A) A Bidder at auction or an applicant to otherwise purchase, lease, or use BOROUGH-owned real property must be a legally competent person under the laws of the state of Alaska. A person acting as agent for an applicant or Bidder must also be a legally competent person, and must, prior to placing a bid or submitting an application, file with the manager a duly executed power of attorney or other evidence of such agency acceptable to the manager.

(B) A person is not a qualified applicant or Bidder if:

(1) the person has failed to pay a deposit or payment, including interest at the legal rate, due to the BOROUGH in relation to BOROUGH-owned real property in the previous five years; or

(2) the person is currently in breach or default on any contract or lease for real property transactions in which the BOROUGH has an interest; or

(3) the person has failed to perform under a contract or lease involving BOROUGH-owned real property in the previous five years and the BOROUGH has acted to terminate the contract or lease or to initiate legal action; or

(4) the person has failed to perform under or is in default of a contract with the BOROUGH; or

(5) the person is delinquent in any tax payment to the BOROUGH; or

(6) the manager has good cause to believe that the person is unlikely to make payment or responsibly perform under the lease or other contract.

(C) No BOROUGH-owned real property, nor any interest therein, may be sold, leased, or otherwise transferred to any person who is delinquent in the payment of any obligation to the BOROUGH, nor may the BOROUGH process the application for the sale, lease, or other disposal of real property, or any interest therein.

The NRM shall determine whether a Bidder is responsible on the basis of the following criteria:

The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.

The Bidder's record for honesty and integrity.

The Bidder's capacity to perform in terms of facilities, personnel and financing.

The BOROUGH reserves the right to require the Bidder to submit information pertaining to its products, service, reputation, and experience, in order to determine, at the BOROUGH's sole discretion, if the Bidder is a qualified/responsible vendor. Past dealings with the BOROUGH and other government agencies will be considered.

A Bidder's representations concerning their qualifications and past dealings as defined above will be construed as a covenant under the Contract Agreement. Should it appear that the Bidder has made any material misrepresentation, the BOROUGH shall have the right to terminate the Contract Agreement for breach, and the BOROUGH may then pursue such remedies as provided in the Contract Agreement or as provided by State statute, Borough code, or as appropriate.

Any determination that a Bidder is non-qualified or non-responsible will be made by the NRM in writing to the Bidder setting forth the reasons for such determination.

#### **10. ACTION ON BIDS**

The BOROUGH reserves the right to reject any and all bids, and to waive any informalities and irregularities in bidding or award of the Contract Agreement.

Unless otherwise stated in the bidding documents, a contract, if awarded, shall be issued to the Bidder who submits the highest responsive and acceptable bid within the requirements of the bid document.

#### **11. PERFORMANCE BONDS**

SEE PERFORMANCE BOND REQUIREMENTS IN SAMPLE CONTRACT AGREEMENT REFERENCED IN BIDDING DOCUMENTS.

#### **12. INSURANCE**

SEE INSURANCE REQUIREMENTS IN SAMPLE CONTRACT AGREEMENT REFERENCED IN BIDDING DOCUMENTS.

#### **13. ESTIMATES OF QUANTITIES APPROXIMATE ONLY - RESERVED**

#### **14. EXECUTION OF CONTRACT AGREEMENT**

The Bidder whose bid is accepted shall execute the Contract Agreement immediately following the bid opening, if it's approved by the Community Development Director. The Agreement shall be considered executed by the successful Bidder when the Contract Agreement is signed by an authorized representative of the Bidder, and the Bond and insurance certificate(s) are received by the NRM.

The date the Contract Agreement is executed by the BOROUGH the rights and obligations provided for in the Contract Agreement shall become effective and binding upon the parties.

**15. CONTRACTOR'S WARRANTY - RESERVED**

**16. CERTIFIED PAYROLL - RESERVED**

**17. STATE OF ALASKA PREVAILING WAGE SCALE - RESERVED**

**18. PURCHASER'S VIOLATIONS OF TAX OBLIGATIONS**

A. No Agreement shall be awarded to any individual, firm, corporation, or business who is found to be delinquent in any area of taxation, lease, land payment, or rental agreement, with the BOROUGH which has not been remedied within 10 calendar days of receipt of written notice.

B. The Contract Agreement can be terminated for cause if it is determined that the individual, firm, corporation, or business is in arrears of any taxation, lease, land payment, or rental agreement, that is due to the BOROUGH that is not remedied within 10 calendar days of notification by regular mail.

The BOROUGH reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent BOROUGH taxes, lease, rental agreement, or land sale payments, against any amount owing to the same under an agreement between the BOROUGH and the same.

**19. PROTEST OF AWARD OF BID – RESERVED**

**20. MATANUSKA-SUSITNA BOROUGH BUSINESS LICENSE**

Effective January 1996, Matanuska-Susitna Borough Code, Chapter 3.36, requires that all businesses conducting business within the boundaries of the BOROUGH have a current business license issued by the BOROUGH. Prior to any award as a result of this solicitation, the Bidder will be required to provide proof that they have a current Matanuska-Susitna Business License or proof that they have applied for one. Copies of MSB 3.36.040 and instructions on obtaining a business license may be obtained at the Collection Counter, Finance Department, or by calling (907) 861-8632.

**21. PROCEDURES FOR AWARD**

The Contract shall be awarded by written notice issued by the NRM to the highest qualified, responsive, and responsible Bidder. Bids on wood volumes greater than 500 cords must be approved by the Borough Assembly before the contract can be executed.

**22. LOCAL BIDDER PREFERENCE - RESERVED**



**23. THIRD-PARTY FINANCING AGREEMENTS AND/OR ASSIGNMENTS OF PAYMENT NOT ALLOWED**

Because of additional administrative and accounting time required of Borough departments/divisions when third party financing agreement and/or assignments of payment are permitted, they will not be allowed under any agreement resulting from this solicitation to bid.

**24. LICENSE REQUIREMENTS**

All Contractors, and sub-contractors must comply with state of Alaska requirements regarding licensing. Reference the state of Alaska' s licensing requirements for performing work under this Contract Agreement.

**25. ACCEPTANCE OF CONTRACT AGREEMENT TERMS AND CONDITIONS**

By signing the Bid Form, the Bidder certifies that they have examined and accept the terms and conditions of the contract or agreement contained in this solicitation. The acceptance is inclusive of, but not limited to, all CONTRACT REQUIREMENTS, TERMS AND CONDITIONS, GENERAL PROVISIONS, AND SUPPLEMENTAL CONDITIONS along with any and all conditions contained in the INSTRUCTIONS TO BIDDERS associated with this solicitation. Submission of a bid in response to this solicitation, certifies that the Bidder is willing to accept these terms and understands that failure to accept these terms will subject the Bidder to forfeiture of the Contract and loss of any bid guarantee as liquidated damages.

Bidders are encouraged to carefully examine the insurance requirements, any bonding requirements, and any Defense and Indemnification clause contained in the sample Contract Agreement.

## SECTION II

### ALSOP A and B STH 23-002

#### SCOPE OF WORK (1 Page)

The Matanuska-Susitna Borough Land & Resource Management Division (LRMD) is offering 214 acres as a salvage timber sale for the removal of spruce trees damaged and/or infested with spruce bark beetles and over-mature birch greater than seven inches diameter at breast height to assist with forest management and removal of fuel wood from the area. Alsop A, containing approximately 133 acres, is located within the southwest one quarter (SW1/4) of Section 27 and the northwest one quarter (NW1/4) of Section 34, Township 15 North, Range 4 West, Seward Meridian, Alaska. Alsop B, containing approximately 83 acres, is located within the southeast one quarter (SE1/4) of Section 27 and the northeast one quarter (NE1/4) of Section 34, Township 15 north, range 4 west, Seward Meridian, Alaska. A detailed map is included as Exhibit "A" of the sale CONTRACT AREA.

This contract is for the removal of spruce trees damaged by or infested with spruce bark beetles along with over-mature and unacceptable growing stock of birch greater than seven inches in diameter at breast height from the designated CONTRACT AREA. The offering is an estimated 1,627 cords of timber at \$5.00 a cord.

The removal of beetle killed, and damaged spruce trees along with live birch must be completed by the date listed in the contract at the time of signing unless an extension is granted. Incidental timber required to be cut for access may also be included. No other timber may be cut or harvested without prior approval from the LRMD.

All logging operations must conform to the submitted Operations Plan and Alaska Forest Resources and Practices Regulations (11 AAC 95).

All "Limbing/Topping" must be performed within the CONTRACT AREA. All slash must be dealt with in accordance with 11 AAC 95.370.

Grubbing up to one half acre for landings and a milling area may be allowed within the CONTRACT AREA with written permission from the LRMD. Any permitting associated with the grubbing is the responsibility of the Bidder.

The BOROUGH makes no warranties regarding the quality, quantity, merchantability, or fitness of the timber located within the CONTRACT AREA.

The successful Bidder shall submit an Operation Plan with a map to the BOROUGH prior to commencing operations within the CONTRACT AREA. The Operation Plan shall identify equipment to be used in the CONTRACT AREA, landing location and a brief explanation of planned hauling and milling processes as appropriate. This plan must be approved by the LRMD prior to beginning operations and henceforth be included as Exhibit "B" of the Contract Agreement. If required, the Bidder shall also submit the plan to the State Division of Forestry for review and approval.

During the term of the Contract Agreement the Bidder shall purchase and maintain insurance as outlined in Exhibit "F" of the Contract Agreement.

**SECTION III**  
**BID FORM (1 Page)**

**STH23-002 OVER THE COUNTER SALVAGE TIMBER SALE**

Provide all personnel, material, supplies, equipment, transportation, and all other items as may be required to complete the services identified within the Scope of Work or specifications entitled *Competitive Sealed Bid Commercial Timber Sale*.

<u>Sale Name &amp; Number</u>	<u>Approx. Volume and Type</u>	<u>Acreage</u>	<u>Bid Amount</u>	<u>Legal Description</u>
Alsop A & B STH23-002 MSB006569AB	Approx. 1,627 cords of timber	214	<u>Min bid</u> <b>\$8,135.00</b>	S1/2 Section 27, N 1/2 Section 34, T15N, R04W, SM

By signing below, the Bidder is hereby certifying to the following –

- 1) The Bidder has carefully examined the bid documents for solicitation number, **MSB006569AB STH23-002, Over the Counter Timber Sale**; and agrees to purchase said sale for the amount listed on the bid form and comply with all requirements of the associated contract.
- 2) The individual signing below, the firm association, or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this solicitation.
- 3) The individual signing below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
- 4) The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the Matanuska-Susitna Borough.
- 5) They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write “N/A”).
- 6) Completed Bid Packages must be submitted to the MSB Land & Resource Management Division by:  
**March 31, 2023 @ 2pm.**

**Addenda numbers being acknowledged:**

Company Name	Date
Mailing Address	Signature
City, State & Zip Code	Title (printed or typed)
Phone Number	Email Address

It shall be the responsibility of the Bidder to see that their bid is received at or before the date and time fixed for opening	To be considered responsive, Bidders should include the following with their Bid; <ul style="list-style-type: none"> <li>✓ Signed Form (acknowledging Addenda if applicable)</li> <li>✓ Mat-Su Borough &amp; SOA Business Licenses, Insurance &amp; Tax Clearance</li> <li>✓ Cashier’s Check or money Order in the full amount of bid</li> </ul>
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MATANUSKA-SUSITNA BOROUGH  
LAND AND RESOURCE MANAGEMENT  
PALMER, ALASKA



OVER THE COUNTER  
SALVAGE TIMBER SALE

STH 23-002

Alsop A and B, 214 Acres

MSB006569AB

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**MATANUSKA-SUSITNA BOROUGH**  
**TIMBER SALE CONTRACT No. STH23-02**  
**MSB006569AB**

This Timber Sale Contract Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, between the Matanuska-Susitna Borough, a municipal corporation, (hereinafter referred to as the "BOROUGH"), whose address is 350 E. Dahlia Avenue, Palmer, Alaska, 99645, and Mat Valley Milling hereinafter referred to as the "PURCHASER", whose address is: 11664 E Outer Spring Loop, Palmer, Alaska, 99645.

The BOROUGH agrees to sell and the PURCHASER agrees to purchase timber designated herein, subject to the following terms and conditions:

Section 1: Description.

The Timber Salvage contract area, hereinafter called "CONTRACT AREA," is approximately 214 acres. Alsoop A, containing approximately 133 acres, is located within the southwest one quarter (SW1/4) of Section 27 and the northwest one quarter (NW1/4) of Section 34, Township 15 North, Range 4 West, Seward Meridian, Alaska.

Alsoop B, containing approximately 83 acres, is located within the southeast one quarter (SE1/4) of Section 27 and the northeast one quarter (NE1/4) of Section 34, Township 15 north, range 4 west, Seward Meridian, Alaska.

Harvesting is authorized only within the harvest units shown on the attached sale area map, which is made a part hereof and which shall be clearly marked on the ground by the Purchaser prior to cutting. The Contract Area contains an estimated 1,627 cords timber. The intent of this Contract Agreement is to remove timber damaged by spruce bark beetles to remove fuel wood from Borough Land.

Section 2: Product.

All merchantable timber must be cut and removed from the CONTRACT AREA prior to December 31<sup>st</sup>, 2026. All timber cut from the harvest area must be completely removed from the CONTRACT AREA by the completion date contained here-in. Timber not removed from the CONTRACT AREA prior to December 31<sup>st</sup>, 2026 will be considered abandoned and rights of purchase extinguished without refund or recourse to the purchaser.

Salvageable spruce damaged and/or infested with Spruce Bark Beetles must be harvested and removed from the CONTRACT AREA. In addition, over mature and unacceptable growing stock of birch will also be targeted for removal. All or a portion of the performance bond may be withheld by the seller if all contract requirements are not met. Other timber within the proposed access route may be authorized for harvest with written approval from the BOROUGH Land & Resource Management Division (LRMD).

All logging operations must conform to the LRMD approved Operations Plan and Alaska Forest Resources and Practices Regulations (11 AAC 95). Scarification is not required by State Forestry. However, harvesting and processing methods shall minimize any negative effects to the residual stand including all seedlings, saplings, and any seed trees not harvested.

The removal of limbs and tops must be done within the Harvest Area and slash must be processed in accordance with Alaska Forest Resource & Practices Regulations 11 AAC 95 (as approved at the time of contract execution).

The PURCHASER must minimize disturbance of the vegetative mat and to prevent disturbance of the soil to assist with erosion control.

Section 3: No Warranties.

The BOROUGH makes no warranties regarding the quality, quantity, merchantability, or fitness of the timber located within the CONTRACT AREA.

Section 4: Rate and Method of Payments.

The rate per cord is \$5.00. This is a lump sum sale payable prior to beginning operations. The minimum bid is \$8,135.

Section 5: Contract Term.

Timber not removed from the CONTRACT AREA prior to December 31<sup>st</sup>, 2026 will be considered abandoned and rights of purchase extinguished without refund or recourse by the purchaser.

Section 6: Contract Extension.

This is a timber sale; Contract Agreement extension may be granted by mutual agreement of the parties for CONTRACT AREA; either party may grant or withhold their consent in their sole and absolute discretion for any reason or no reason at all. All timber must be removed from the CONTRACT AREA by December 31st, 2026; unless a contract extension has been granted.

Section 7: Silviculture Prescription/Method of Harvest Cutting.

The recommended treatment for this stand is an overstory removal, salvaging dead and damaged spruce along with the harvest of unacceptable growing stock of birch with diameter at breast height (DBH) of seven inches or greater. All cutting and harvesting shall be completed as outlined in the timber sale contract and will comply with all State of Alaska Forest Resources and Practices Regulations 11 AAC 95 (March 2017). Prior approval of the Borough Land & Resource Management Division (LRMD) is required for any deviations from the approved Operations Plan as outlined in Exhibit "B". PURCHASER shall load and haul all timber resources purchased from the CONTRACT AREA shown on the attached map prior to the conclusion of the contract interval.

The objective of an overstory removal is to reduce fuel loading in the forest. In addition, this prescribed treatment could enhance and promote growth of residual trees and desired understory regeneration by opening the forest canopy.

The contractor shall retain all live spruce within the CONTRACT AREA. In areas with high composition of birch, the contractor shall retain five to ten live birch trees per acre. An exception to the quantity of residual birch trees per acre can be made depending on site conditions and tree density.

Logging shall only be permitted during times of the year when undue damage to the terrain or haul roads can be kept to a minimum.

Buffers shall be required along streams, wetlands, and property lines.

The entire bole, to a four-inch top shall be skidded to the landings approved in the Operations Plan.

Harvested trees or tree tops should not be left hung up in the CONTRACT AREA. The contractor is responsible for pulling any hung trees or tree tops down immediately.

The contractor shall cut tree stumps as low to the ground as possible.



Section 8: Performance Bond.

Performance Bond of Three Thousand Five Hundred Dollars (\$3,500) is required.

Section 9: Reforestation Bond.

- (a) A One Thousand Five Hundred Dollar reforestation bond is required (\$1,500).
- (b) State Forestry may approve an exemption of the forest regeneration requirements. However, if any changes occur, full compliance with the Alaska Forest Resources and Practices Act is required.
- (b). Under no circumstances will the BOROUGH be responsible for any additional cost relating to a reforestation bond, should one become necessary. The credit for any required bonding is solely intended to ensure reforestation.
- (c) The reforestation bond, if required, will be released upon satisfactory completion of reforestation, as determined by the BOROUGH inspection.

Section 10: Insurance.

During the term of the contract the PURCHASER shall purchase and maintain insurance as required by Borough Code. See Exhibit E.

Section 11: Operation Plan and Notice of Operations.

- (a) Plan (EXHIBIT C): PURCHASER shall comply with the submitted operating plan and submit any changes to the BOROUGH for pre-approval before implementing the changes. This plan defines proposed harvest units and road locations. The plan will need to be updated annually to include a proposed harvest schedule, which will provide cutting unit numbers, unit acres and proposed year of harvest. The plan provides the base information for the formation of the detailed annual operations plan (AOP).

A similar plan (one-year) will be prepared and submitted 120 days prior to any extension, request covering the proposed term of the extension.

- (b) Borough AOP (EXHIBIT B) - The PURCHASER shall prepare and submit a detailed AOP covering all phases of the operation for each operating year identified in the submitted conceptual plan of the Contract, and shall provide an update to the plan as circumstances change. The AOP shall be submitted, to the BOROUGH, at least 60 days prior to the start of operations. The first AOP shall be submitted simultaneously with the initial operating plan. Failure to timely submit the AOP shall be cause for termination or suspension under Section 30 and 31 of this Contract Agreement.

1. The AOP shall meet FRPA Statutes and Regulations.
2. The AOP must be approved by the BOROUGH prior to the start of operation. Upon submittal of a completed AOP, the BOROUGH shall have at least 30 days to review, approve or disapprove the AOP, and give notice to proceed after approval.
3. The AOP shall be submitted and reviewed annually and when otherwise necessary to permit amendment by mutual agreement.
4. Any deviation from the approved AOP must be requested from the BOROUGH in writing and approved in advance by the BOROUGH in writing.

5. The AOP shall contain, at a minimum, unit(s) where harvesting will occur, acreage by unit, products to be harvested, dates of operation, access roads to be constructed, - silvicultural prescription, reforestation plan, type of equipment to be used on site, approximate number of employees, the type of sawmills, buildings, or sanitary facilities to be constructed or installed, proposed gates or barriers, the planned precautions for the use and handling of fuels, lubricants, and oils, and identification of all existing trails and traditional uses.
  6. The AOP must include names and contact information for all contractors and subcontractors.
- (c) The AOP Map shall be presented on paper or in a digital format (GIS) and in Adobe PDF file format. All submitted data must have ESRI Shapefile Format or File Based Geodatabase, and any associated Arcview/ArcMap project backup. Files will be geo-referenced and use the following coordinate system. Alaska State Plane Zone 4 (FIPS Zone 5004), Units: US Survey Feet, Horizontal Datum: NAS83, Vertical Datum: NAVD88 and show the location of:
1. Proposed sites for roads and traffic flow;
  2. Proposed gravel extraction sites, sawmills, other temporary land uses;
  3. Proposed harvest units, boundaries, spur roads, and landings;
  4. Proposed road improvements (culverts, bridges);
  5. Any other proposed uses of the land allowed by contract.
- (d) Notice of Operations - Before initiating operations in the CONTRACT AREA or after a shutdown of thirty (30) or more days, the PURCHASER shall notify the BOROUGH in writing of the date the PURCHASER plans to begin operations. The PURCHASER shall notify the BOROUGH in writing if he intends to cease operations for more thirty (30) day period. Any exception to the above must be approved by the BOROUGH in writing. Failure to notify the BOROUGH prior to initiating operations, beginning operations after a shutdown, or ceasing operations is subject to termination for cause under Section 31 of this Contract Agreement.
- (e) PURCHASER is authorized to harvest and operate only within that portion of the CONTRACT AREA where an approved AOP is in effect. Any part of the CONTRACT AREA not included within the approved AOP continues under the full management and authority of the BOROUGH.
- (f) Any amendments or changes to the approved AOP shall be approved by the BOROUGH prior to implementation. Failure to request any approval is subject to termination for cause under Section 31 of this Contract Agreement.

Section 12: Logging Requirements.

The conditions in this Section are intended to protect the Matanuska-Susitna Borough's forestlands. Noncompliance with any of the following conditions is grounds for the levying of fines, and the suspension, or termination of the contract.

- (a) All logging operations shall comply with the State of Alaska Forest Resources and Practices Regulations 11 AAC 95 (March 2017)

Section 13: Access.

The Purchaser shall utilize existing access and is allowed to create and obtain authority for any new access as required to harvest existing timber within the CONTRACT AREA. This authorizes the removal of timber. Other permits may be needed to develop and maintain access. All permits required for the activities are the Purchaser's responsibility per Section 24. Maintaining access into the CONTRACT AREA is the responsibility of the Purchaser. Access roads may only be constructed for access to the CONTRACT AREA and will be constructed within the areas marked on the approved map, changes to these locations may be authorized by written approval from the LRMD.

The contractor may use the existing trail in the northern section of the CONTRACT AREA as the main skid trail. The contractor is responsible for notifying the Borough of any additional skid trails needed to access the rest of the CONTRACT AREA.

The Contractor can utilize Borough-owned earth materials from the Alsop IMD to maintain access into the harvest area. Earth material usage must be reported to the Borough on a truck load basis. The active cell in the Alsop IMD on the north side of Reddane Avenue is the authorized material source for this timber harvest contract.

Section 14: Best Management Practices.

Corduroys or pole crossings must be established by the contractor in all skid trails where necessary. Please refer to the Harvest Area Map as a reference. The Borough reserves the right to require the contractor to implement Best Management Practices to control erosion and sedimentation.

Due to wet conditions, certain sections within the CONTRACT AREA may only be harvested in the winter months. The contractor shall prevent soil ruts greater than 18 inches in depth on all skid trails during active timber harvesting. Forest management activities must cease to mitigate the damaged section of the road or trail.

Section 15: Location.

PURCHASER is responsible for inspecting and where necessary, marking the external boundaries. PURCHASER is also responsible for properly locating the cutting area(s) and access roads into the property. PURCHASER is responsible for operating within the CONTRACT AREA boundary and may request to have the LRMD download the boundary locations to the successful purchaser's GPS (provided the GPS is compatible with the data set).

Section 16: Destruction of Monuments.

Trees, which mark property boundaries or cutting units, may not be cut. Blazed trees or witness trees that mark surveys may not be severed or removed. Survey markers or monuments shall not be damaged or destroyed. The PURCHASER shall bear the expense of re-establishing survey markers, monuments, or witness markers if they are destroyed by the logging operation.

Section 17: Discovery of Cultural or Historical Resources

Should any historical, cultural or other potential archeological resources be discovered within the sale area, all work shall cease in the immediate area and an area extending in a 100-ft. radius from the discovered resources. The BOROUGH shall be notified within two BOROUGH business days. Operations may not resume within 100 ft. of the discovery until the BOROUGH has evaluated the discovery, appropriate

mitigation or preservation measures are implemented, and a written authorization to resume is issued by the BOROUGH.

Section 18: Fuels and Lubricants.

- (a) Servicing of tractors, trucks, or other equipment within 100 feet of lakes, streams, or estuaries is prohibited. Storage of fuels and lubricants shall be in accordance with State of Alaska, Department of Environmental Conservation regulations.
- (b) All fuel, petroleum, and other toxic products stored or used in the CONTRACT AREA must be contained in a manner that will prevent spillage from entering water bodies. To minimize the potential for accidental leaks or spillage, these products should be stored in a lined containment area.
- (c) Absorbent materials must be maintained and kept available on the CONTRACT AREA in the event of a spill.

Section 19: Borrow Pits.

The Alsop IMD is located within the Southwest one-quarter (SW1/4) of the Southwest one-quarter (NW1/4) excepting therefrom the westerly 300' of Section 28, Township 15 North, Range 04 West, Seward Meridian, Alaska; that lies above a mean sea level elevation of 150 feet. Earth materials from the working face within the cell lying north of Reddane Avenue may be utilized by the Contractor to improve and maintain access into the harvest area. Earth materials are available at \$2 per cubic yard. The initial access improvement is estimated to require 1,000 cubic yards. This amount of material is credited to the Contractor, for a total value of \$2,000. Material usage shall be reported to the borough at the end of each quarter. Additional material from the site shall be purchased at \$2 per cubic yard or \$1 per ton. Contractor activities within the Alsop IMD will conform to Section 18, Section 20, and Section 24. The working face must be left in a stable condition, free of trash or debris. Alsop IMD is an active material site, and the Contractor shall make every effort to work with the other permitted entities extracting gravel from the site.

Incidental volumes of earth materials may be utilized through a slit trench adjacent to the harvest area road system, and must be backfilled to within one foot of the natural grade.

Section 20: Sanitation.

Sanitary facilities shall conform to applicable state and federal regulations. Refuse resulting from the PURCHASER's activities shall be removed from borough lands.

Section 21: Improvements.

Improvements such as sawmills, buildings, storage units, and gates require written authorization from the Borough prior to installation.

Section 22: Inclusion of Applicable Laws and Regulations

The PURCHASER shall comply with local, state, and federal laws. All local, state, and federal laws and regulations have the force of any other provision of this contract, in addition to any penalties prescribed by law.

Section 23: Business License.

During the term of the contract, the PURCHASER shall maintain a current Alaska Business License and a current Matanuska-Susitna Borough Business License.

Section 24: Permits and Authorizations.

- (a) Any permits or the authorization necessary for operations under this contract shall be obtained by the PURCHASER prior to commencing operation. Agencies that may require permits for operation include, but are not limited to, the State of Alaska, Department of Natural Resources/Division of Forestry, Department of Environmental Conservation, Department of Fish and Game, Department of Transportation and Public Facilities and the U.S. Army Corps of Engineers and the Matanuska Susitna Borough. Copies of the permits obtained by the PURCHASER shall be furnished to the BOROUGH without request prior to commencement of operations.
- (b) It is the responsibility of the PURCHASER to properly locate and construct access to the CONTRACT AREA.

Section 25: Fire Protection.

The PURCHASER shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled forest fires on the CONTRACT AREA.

- (a) Alaska Statute (AS) 41.15.080 requires every person owning or operating a sawmill, logging camp, or other commercial timber processing operation in forested lands post, and keep displayed at all times, a copy of AS 41.15.050 - AS 41.15.080, and AS 41.15.140. The regulation must be posted in a conspicuous place on the grounds of the operation.
- (b) The Alaska Forest Protection Act established the fire season from May 1 - September 30. During the fire season, the PURCHASER shall provide and maintain fire-fighting tools in the CONTRACT AREA. There shall be a sufficient number of fire-fighting tools to equip every person engaged in the logging operation under this contract.
- (c) All fires shall be reported immediately by calling 911. The State of Alaska Department of Natural Resources, Division of Forestry shall also be notified regardless of the size or apparent insignificance of the fire. The local number for the Division of Forestry's Fire Dispatch Office is (907) 892-6027.
- (d) The BOROUGH may stop all or part of the logging operations of the PURCHASER during hazardous fire weather, as identified by the Alaska State Division of Forestry.
- (e) The PURCHASER shall comply with all laws, regulations, and rules promulgated and enforced by the agency responsible for fire protection and suppression in the area.

Section 26: Inspections and Enforcement.

- (a) The Borough Manager or his designee shall have access to the CONTRACT AREA. The BOROUGH may postpone inspections by the BOROUGH, for the purpose of determining compliance with the terms and conditions of this contract, if field conditions prevent a proper determination.
- (b) When logging operations are in progress, the PURCHASER shall have a representative available who is authorized to receive, on behalf of the PURCHASER, notices and instructions given by the BOROUGH or State personnel. The PURCHASER's representative shall be authorized to take action on instructions or notices given by the BOROUGH or State personnel in regard to this contract.
- (c) Failure of the BOROUGH to enforce any of the conditions of this contract shall not affect the validity of this contract or the right of the BOROUGH to enforce the conditions of the contract.

Section 27: Final Treatment.

- (a) Roads, Bridges and Culverts - Prior to completion of the Contract Agreement and at the direction of the BOROUGH, the PURCHASER may be required to put-to-bed or repair all roads within and accessing the CONTRACT AREA for the purpose of controlling runoff,

preventing erosion, and limiting access onto reforested areas. Putting-to-bed may require grading, cross ditching, seeding, installation of water bars/broad based dips, and removal of bridges and culverts.

- (b) Landing Sites – The PURCHASER shall, prior to completion of the contract and prior to final inspection, bunch in the center of the landing and burn or dispose of all unmerchantable material, slash, slab, sawdust and debris at the direction of the Borough. The contractor shall establish a berm in all skid trail entrances from the log landing.
- (c) Buildings, Improvements, Equipment, and Materials - The PURCHASER shall remove all buildings, improvements, equipment, and materials owned or controlled by the PURCHASER from the Contract Area. Improvements, equipment, materials, and other property that is not removed within 15 days of the contract completion, expiration, or termination, or within a time agreed upon in writing between the PURCHASER and the BOROUGH, may at the BOROUGH'S option become the property of the BOROUGH, and may be used or otherwise disposed of by the BOROUGH without obligation to the PURCHASER.

Section 28: Completion and Final Inspection.

At the completion of this Contract Agreement the PURCHASER shall notify the BOROUGH when the CONTRACT AREA is ready for final inspection. Following such notification, the BOROUGH shall inspect the area and either approve the final site conditions or notify the PURCHASER of non-compliance. An inspection may be postponed for reasons preventing the BOROUGH from performing a proper inspection. No portion of the PURCHASER'S performance bond shall be refunded until the terms and conditions of the contract have been satisfied.

- (a) Upon a satisfactory final site inspection and compliance with the terms and conditions of this Contract Agreement the performance bond will be released or returned to the PURCHASER.
- (b) Following a notice of non-compliance, the PURCHASER will have 20 days to bring the area into conformance and request an inspection. An inspection fee of fifty dollars (\$50) will be charged for re- inspections.
- (c) If the contract is not completed in accordance with its terms and conditions, the PURCHASER shall be liable to the BOROUGH for all losses and damages incurred by the BOROUGH. The minimum liability shall be the amount of the performance bond required to be posted, which shall be retained as liquidated damages for administrative and other costs to the BOROUGH.

Section 29: Suspension.

If the PURCHASER fails to comply with any of the provisions of this Contract Agreement or the State Forest Practices Act, the BOROUGH shall have the authority to shut down this operation. Written notice explaining corrective measures required shall be submitted to the PURCHASER. If this corrective action is not taken within ten (10) days after written notice is served upon the PURCHASER, the BOROUGH may terminate the contract.

Section 30: Termination

- (a) In the event PURCHASER breaches any of the provisions of this Contract Agreement, the BOROUGH shall give the PURCHASER written notice of such breach by certified mail describing the breach and advising the PURCHASER of the date of termination. In the event the breach is not corrected within thirty (30) days of the mailing of such notice, the contract shall be considered terminated. An additional ten (10) days' time to correct the breach may be granted by the Borough Manager, if request for same is made in writing prior to the expiration of the first thirty-day period and good and sufficient reasons are set forth for such request.

- (b) Termination of this Contract Agreement under this Section shall terminate all rights of the PURCHASER to cut or remove timber from the CONTRACT AREA or to enter on the CONTRACT AREA for purposes described in this contract. It shall not excuse the PURCHASER from liability for payment or work required of the PURCHASER. Termination of the contract by the BOROUGH shall not bar any other remedies the BOROUGH may have at law or in equity for breach of this Contract Agreement.
- (c) Nothing in this Section shall be construed as relieving the PURCHASER from any obligation within this Contract Agreement.

Section 31: Reservations.

The BOROUGH reserves the right to permit other compatible uses of lands in the CONTRACT AREA, provided the BOROUGH determines such uses will not unduly impair the PURCHASER'S operations under this Contract Agreement.

Section 32: Causes Beyond Control.

In the event the PURCHASER is prevented from performing any obligation of this Contract Agreement due to causes beyond their control, the non-performance shall not be deemed a breach of contract, or reason for cancellation. However, if and when such cause or causes cease to prevent performance, the PURCHASER shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this Section, includes but is not limited to any one or more of the following causes which are not attributable to the fault or negligence of the PURCHASER and which prevent the performance of the PURCHASER: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of which must actually prevent the PURCHASER from performing the terms of the contract as set forth herein. Events which are peculiar to the PURCHASER and would not prevent another purchaser from performing, including, but not limited to financial difficulties, are not causes beyond the control of the PURCHASER. The Borough will determine whether the event preventing the PURCHASER from performing is a cause beyond the PURCHASER'S control.

Section 33: Rights of Way.

Reserved

Section 34: Notice

Any notice or demand, which under the terms of a contract or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such or other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in an U.S. general or branch post office, enclosed in a registered or certified mail prepaid wrapper or envelope addressed as herein above provided. For the purposes of this Contract Agreement, a notice given as provided herein, and addressed to the Matanuska-Susitna Borough, shall be deemed received when deposited in a general or branch post office by the addresser, and in like manner a notice from the Matanuska-Susitna Borough to a purchaser shall be deemed received by the PURCHASER when such notice is deposited in a general branch office by the BOROUGH.

- (a) The authorized address for the BOROUGH is:

Matanuska-Susitna Borough  
Land Management Division  
350 East Dahlia Ave.  
Palmer, Alaska 99645

(b) The authorized address for the PURCHASER is:

Carl Frantzich  
11664 E Outer Spring Loop  
Palmer, Alaska, 99645

Section 35: Entry or Re-entry.

In the event that the contract is terminated, canceled or forfeited, or in the event that the demised lands, or any part thereof, should be abandoned by the PURCHASER during the contract term, the BOROUGH or its agents, servants or representative, may immediately or any time thereafter, enter or re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law or equity without being liable for any damages therefore. No entry or re-entry by the BOROUGH shall be deemed an acceptance of a surrender of the contract.

Section 36: Re-sale.

In the event the contract should be terminated, canceled, forfeited or abandoned, the BOROUGH may sell any remaining timber within the CONTRACT AREA or on other BOROUGH lands as described in the operations plan, by appropriate disposal methods pursuant to the provisions of the BOROUGH code or other applicable regulations.

Section 37: Retention of Payments.

In the event that the contract is terminated because of any breach by the PURCHASER as herein provided, all payments, which were due or paid before the date of termination shall be retained as compensation under the agreement. The PURCHASER shall be liable for all amounts remaining unpaid as well as for damages.

Section 38: Delinquency.

- (a) Any PURCHASER in arrears on a BOROUGH obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the contract if the delinquency is not cured within 10 calendar days of receipt of written notice sent by the BOROUGH of the delinquency.
- (b) This Contract Agreement can be terminated for cause if it is determined that the PURCHASER, whether the amounts owed are in the name of the PURCHASER as an individual, or as a representative of a business, organization, firm, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the BOROUGH that is not remedied within 10 calendar days of notification by regular mail.
- (c) An interest payment of ten percent (10%) per annum shall be assessed on all late payments due the BOROUGH.

Section 39: Written Waiver.

The receipt of payment by the BOROUGH, regardless of knowledge of any breach of the contract by the PURCHASER or of any default on the part of the PURCHASER in observance or performance of any of the conditions or covenants of the contract, shall not be deemed to be a waiver of any provision of the contract. No failure on the part of the BOROUGH to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by the BOROUGH, unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of the BOROUGH to enforce the same in the event of any subsequent breach or default. The receipt by the BOROUGH of any payment of any sum of money after notice of termination or after the termination of the contract for any reason, shall not reinstate, continue or extend the contract, nor shall it destroy or in any manner impair the efficacy of any such notice of



termination unless the sole reason for the notice was nonpayment of money due and the payment fully satisfies the breach.

Section 40: Jurisdiction: Choice of Law.

Any civil action rising from this Contract Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The law of the State of Alaska shall govern the rights and obligations of the parties under this Contract Agreement.

Section 41: Severability.

If any Section or clause of this contract is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this contract shall remain in full force and effect.

Section 42: Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. Any amendments to this Contract Agreement shall be reduced to writing and executed by both the BOROUGH and the PURCHASER.

Section 43: Authority.

For purposes of the terms and conditions of this Contract Agreement the Borough Manager or his designee shall act on behalf of the BOROUGH.

Section 44: Passage of Title.

All rights, title, and interest in or to any timber included in this Contract Agreement shall remain in the BOROUGH until it has been paid for and removed from the Contract Area. The rights, title, and interest in or to any timber, which has been paid for but not removed from the Contract Area by the PURCHASER within the period of the contract or any extension thereof, shall vest in the BOROUGH.

Section 45: Modification of Contract.

Modification to this Contract Agreement must be in writing and signed by the PURCHASER and the BOROUGH or their successors in interest.

Section 46: Assignment of Contract.

The acquisition or assumption by another party under an agreement with the PURCHASER of any right or obligation of PURCHASER under this Contract Agreement is prohibited.

Section 47: Titles Not Controlling.

Titles of the Sections in this Contract Agreement are for reference only and are not part of the contract.

Section 48: Interpretation.

The contract shall be construed according to the fair intent of the language as a whole, not for or against either party. The general rule of construction of an agreement against the drafter shall not apply to this



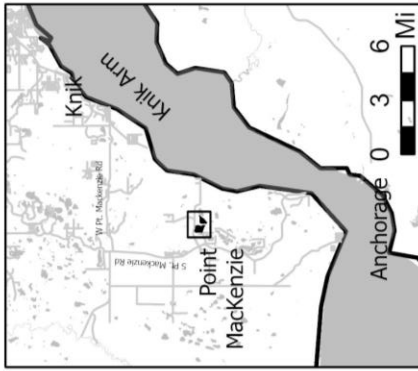
ACKNOWLEDGEMENT

STATE OF ALASKA            )  
  ) SS.  
Third Judicial District        )

On, \_\_\_\_\_2023, Michael Brown, Manager of the Matanuska- Susitna Borough, who is personally known to me, appeared and acknowledged before me that he signed the timber sale contract on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public for State of Alaska  
My Commission Expires\_\_\_\_\_

# EXHIBIT A – CONTRACT AREA MAP



T15N R04W Sec. 27 & 34

MSB Parcel Tax ID  
6313000T00A-2  
6822000T00A

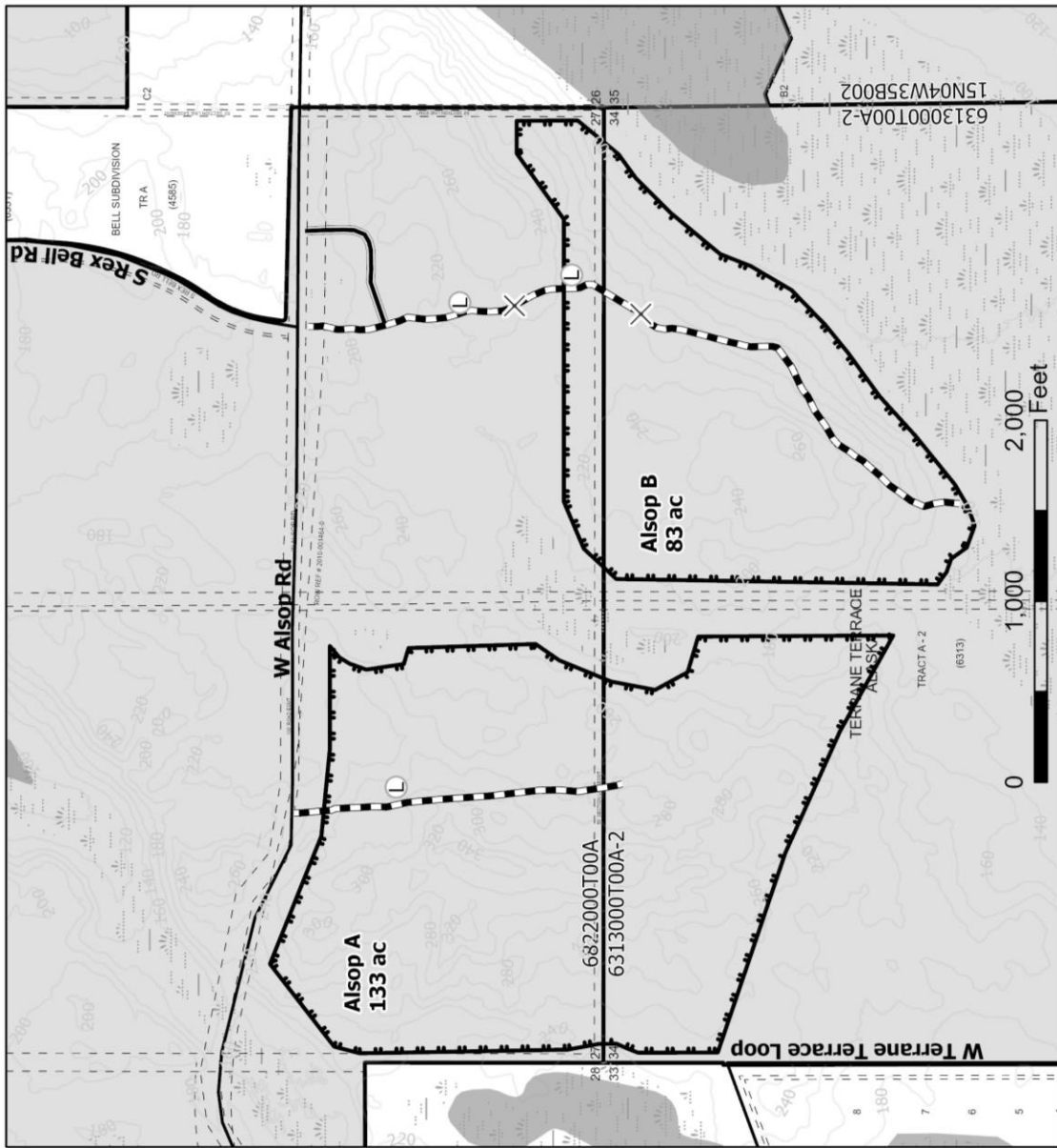
- Sale Boundary
- Mat-Su Borough
- Environment\_Wetlands\_NWI
- Environment\_Waterbodies\_MSB
- Skid\_Trails
- Access To Be Blocked
- Easements ROW
- Corduroy
- Landing



**MATANUSKA - SUSITNA BOROUGH  
LAND & RESOURCE MANAGEMENT  
DIVISION**



## ALSOP A & B SALVAGE TIMBER SALE



**EXHIBIT B  
OPERATIONS PLAN**

To be provided to the BOROUGH not later than 60 days prior to the start of the operations and 60 days prior to the annual anniversary of the execution of this Contract Agreement.

**EXHIBIT C**

**PLAN**

To be provided to the BOROUGH within 60 days prior to the start of operations under this Contract Agreement.

**EXHIBIT D**

**Detailed Plan of Operations**



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF FORESTRY

**NOTICE OF OPERATIONS  
DETAILED PLAN OF OPERATIONS SUMMARY**

Notice is given to the commissioner that an operation will be conducted on the lands described below and the completed maps attached, (AS 41.17.090). (Print or type)

Operator: \_\_\_\_\_  
(Entity Responsible for Field Operations)

Operator's authorized representative: \_\_\_\_\_  
(Contact Person)

Operator's authorized representative signature: \_\_\_\_\_  
(DATE)

Operator's representative address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

City	State	Zip Code
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LEGAL DESCRIPTION OF OPERATING AREA

Township: \_\_\_\_\_ Range: \_\_\_\_\_ Meridian: \_\_\_\_\_

Section(s): \_\_\_\_\_

NEAREST TOWN/ VILLAGE: \_\_\_\_\_

ESTIMATED STARTING DATE: \_\_\_\_\_

ESTIMATED COMPLETION DATE: \_\_\_\_\_

VOLUME TO BE HARVESTED: \_\_\_\_\_ MBF

TYPE OF ACTIVITY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Form 10-41-34 (Rev. 03/09/17)

Date Received: _____ DPO # _____
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STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF FORESTRY

NOTICE OF OPERATIONS  
DETAILED PLAN OF OPERATIONS

Operation name: \_\_\_\_\_  
Name of nearest USGS named geographical landmark: \_\_\_\_\_  
Previously assigned DPO #: \_\_\_\_\_

Operator: \_\_\_\_\_  
(Entity Responsible for Field Operations)

Print authorized representative's name: \_\_\_\_\_  
Authorized representative's signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Timber owner: \_\_\_\_\_  
Print authorized representative's name: \_\_\_\_\_  
Authorized representative's signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Landowner: \_\_\_\_\_  
Print authorized representative's name: \_\_\_\_\_  
Authorized representative's signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**INFORMATION ON CORPORATION, LIMITED PARTNERSHIPS, GENERAL PARTNERSHIPS, OR JOINT VENTURES**

Information has been previously submitted to the Division of Forestry and there have been no changes in any of the business relationships or key personnel.  
Is this statement true?  Yes  No  
If "no", complete and submit Page(s) 1 and 2 of Supplemental Information Form "A".

Official Use Only

REGION/AREA:	30 DAY ENDING DATE:	RECEIVED BY:
--------------	---------------------	--------------

Date Received: \_\_\_\_\_  
DPO # \_\_\_\_\_





**NOTICE OF OPERATIONS**  
**DETAILED PLAN OF OPERATIONS**  
**MAP SPECIFICATIONS**

Attach a USGS quadrangle or similar **Vicinity Map**, at a 1:63,360 scale (1 inch =1 mile) suitable for black and white duplication on 8 1/2"x11" paper which clearly shows the area of operations, a north arrow and if available, the legal subdivisions defining the area.

In addition to the above Vicinity Map, the items listed below are required to be identified on a **Detailed Plan of Operations Map** (11 AAC 95.220(a)(3)). The plan map should have the following areas identified or estimated if conditions exist that might influence their final location. If any of the items are missing without adequate explanation, this notification will be considered **incomplete**. The 30-day review period will not begin until this DPO is submitted in a complete form. The detailed map of operations should be readily reproducible in black and white in a standard size format. However, large formats or colored maps are acceptable if needed for clarity. If more than one sheet is required to adequately show operations, provide matchlines or reference each as a set of drawings i.e. Sheet 1 of 4, etc. Submit four (4) copies of your operation plan map.

Adequately label notable topographic features on each map ( i.e. water bodies, etc.).

Does your **operation map** identify the following items? If "no" explain why.

	Yes	No	Explanation /notes
Road Types			
Permanent	<input type="checkbox"/>	<input type="checkbox"/>	_____
Temporary	<input type="checkbox"/>	<input type="checkbox"/>	_____
Winter road	<input type="checkbox"/>	<input type="checkbox"/>	_____
Roads to be closed	<input type="checkbox"/>	<input type="checkbox"/>	_____
Inactive roads	<input type="checkbox"/>	<input type="checkbox"/>	_____
Material extraction sites	<input type="checkbox"/>	<input type="checkbox"/>	_____
End-haul sites and spoil deposit areas	<input type="checkbox"/>	<input type="checkbox"/>	_____
Areas of unstable soil conditions	<input type="checkbox"/>	<input type="checkbox"/>	_____
Unit boundaries	<input type="checkbox"/>	<input type="checkbox"/>	_____
Yarding methods and landing areas	<input type="checkbox"/>	<input type="checkbox"/>	_____
Classified surface water locations	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stream crossings and drainage structures	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proposed activities in riparian areas	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sort yard and solid waste sites	<input type="checkbox"/>	<input type="checkbox"/>	_____
Log transfer or barge facility	<input type="checkbox"/>	<input type="checkbox"/>	_____
Housing facilities, fuel storage	<input type="checkbox"/>	<input type="checkbox"/>	_____
Section, township and meridian lines	<input type="checkbox"/>	<input type="checkbox"/>	_____
North arrow, scale bar, plan date	<input type="checkbox"/>	<input type="checkbox"/>	_____

Date Received: _____
DPO # _____





**NOTICE OF OPERATIONS**  
**DETAILED PLAN OF OPERATIONS**  
**HARVEST & SILVICULTURAL**  
**CHARACTERISTICS**

If the silvicultural activities in multiple units share a similar location, topographic characteristics and management treatments, list them on this page as a group. If the characteristics of the units are different, list each unit on a separate page. Attach additional detail pages as necessary to describe the activity. The following information should adequately describe the activity's potential to effect resources deemed important to the State in the Alaska Forest Resources and Practices Act and Regulations.

UNIT IDENTIFICATION(S): \_\_\_\_\_  
\_\_\_\_\_

Which of the following best describes the unit's topography?

- Relatively Flat  Uniform Hillside  Irregular or Complex Slopes

What percent of the unit occupies slopes greater than 67%? \_\_\_\_\_

TYPE OF ACTIVITY:

- Clearcut  Partial Cut  Salvage  Other (Specify) \_\_\_\_\_  
 Precommercial Thinning  Chemical Application  Commercial Thinning

FOR REGION II OR III – SEASON OF HARVESTING

- Winter harvest only  
 Non-winter harvest only  
 All-season harvest

CUTTING METHODS:

- Chainsaw  Feller-buncher  Whole Tree Processor  Other \_\_\_\_\_

YARDING METHODS:

- Cable Yarding  
Type:  High Lead  Skyline  Other \_\_\_\_\_

Ground Skidding

- Type:  Crawler Tractor  Rubber Tired Skidder  Shovel  
Will forwarders or other off-road methods be used?  YES  NO

Helicopter  Other (Specify) \_\_\_\_\_

Will the activity be done by the:  operator  operator's contractor

If "contractor", has the contractor been copied this plan of operations?  YES  NO

Name of contractor: \_\_\_\_\_

List the roads or other means required for the access and removal of this timber from the landowner's property. \_\_\_\_\_

Date Received: _____
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**NOTICE OF OPERATIONS**  
**DETAILED PLAN OF OPERATIONS**  
**ROAD CHARACTERISTICS**

If the road activities share a similar location and topographic characteristics, list them on this page as a group. If the characteristics of the roads are different, list each road on a separate page. Attach additional detail pages as necessary to describe the activity. The following information should adequately describe the activity's potential to effect resources deemed important to the State in the Alaska Forest Resources and Practices Act and Regulations.

ROAD IDENTIFICATION(S): \_\_\_\_\_

New Construction     Reconstruction     Closure ROAD

CONSTRUCTION DETAILS:

METHOD:

- Modified natural sub-grade with rock fill overlay.
- Modified natural sub-grade with mineral soil overlay.
- Modified natural sub-grade with winter/ice road construction:
  - One winter only       More than one winter
- Unmodified natural sub-grade, natural running surface.
- Reconstruction of one of the above methods (check one).
- Other \_\_\_\_\_

This road is:     Permanent       Temporary

What percent of the road occupies side slopes in the following categories:  
\_\_\_ 0-30%      \_\_\_ 30-67%      \_\_\_ >67%

Are you removing or replacing drainage structures?     YES       NO

Will the road building be done by the:     operator     operator's contractor

If "contractor", has the contractor been copied this plan of operations?     YES     NO

Name of road contractor: \_\_\_\_\_

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**NOTICE OF OPERATIONS**  
**DETAILED PLAN OF OPERATIONS**  
**WATER AND SOIL QUALITY CHARACTERISTICS**

Is there evidence of previous mass soil movement or surface erosion on the proposed road route or in the unit? If so, where and what methods will you employ to minimize additional soil movement in the future due to your activity?

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**List each known or suspected classified stream (11AAC 95.265) that will be crossed with a road:**

Stream Label	Stream Type	Road Label and Location Description	Type of Structure Proposed	Site visit Request? Yes/ No
				Yes
				Yes
				Yes
				Yes
				Yes

*(Show the location(s) on the operation map and label them appropriately.)*

**List each unit that abuts or encompasses known or suspected classified waters:**

Unit Label	Stream Type	Stream Label	Variation Requests			Site visit Request? Yes/ No
			None	Attached	Later	
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes

*(Show the location(s) on operation map and label them appropriately.)*

Detail operational activities that you plan to perform within the riparian areas of classified waters (11 AAC 95.265), such as stream crossings, road ROW, skyline corridors, tail-holds, yarding, etc. Show the location(s) on the operation map.

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**NOTICE OF OPERATIONS**  
**DETAILED PLAN OF OPERATIONS**  
**INSECT INFESTATION OR DISEASE**  
**CONTROL METHODS**

In Regions II & III (and Region I, if notified by the DOF) slash management for spruce trees or limbs greater than five (5) inches in diameter will be accomplished by:

- Manufacture into cants, lumber, house logs, chips, or firewood.
- Burning, subject to applicable regulations (anticipated date of burn: \_\_\_\_\_).
- Leaving limbs only, dried by uniform scattering in areas open to sunshine.
- Chemically treated, subject to applicable regulations;
- Stored in an appropriate manner, as specified (attach correspondence);
- Other methods (attach correspondence to be approved by the Division).

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**NOTICE OF OPERATIONS**  
**DETAILED PLAN OF OPERATIONS**  
**REFORESTATION COMMITMENT**

Regeneration of forested land is required within a specified time frame for each Region by the Alaska Forest Resources and Practices Regulations. See Sections 11 AAC 95.375, .380 and .385 for information on landowner's responsibilities. **Operators in Regions II and III must fill out Supplemental Sheet "C"** unless the operation is part of a land use conversion or the landowner requests an exemption from reforestation requirements

DOF may approve an exemption from the reforestation standards if the landowner can demonstrate to the satisfaction of the Area Forester that:

1. The stand is significantly composed of insect and disease-killed, wind thrown, fire killed, or fatally damaged trees;
2. The land will be converted to another use in accordance with 11 AAC 95.200; or
3. The stand will have a residual amount of trees that meet the minimum standards set out in 11 AAC 95.375(b) (3) and (4).

Landowner requests an exemption from reforestation under 11AAC 95.375(g). Submit supporting documentation as per the Alaska Forest Resources and Practices Regulations or as directed by the Division of Forestry.

Landowner requests a variation from reforestation standards under 11AAC 95.375(c). Submit documentation of pre-harvest stocking and distribution as per the Alaska Forest Resources and Practices Regulations or as directed by the Division of Forestry.

Land use conversion (include a letter to the Division of Forestry stating the nature of the conversion, i.e. commercial, residential, agriculture or recreational land use).

**REGENERATION METHOD**

**Region I**

Landowner will be artificially regenerating the site.  
Species and source of seedlings or seed:  
Date of proposed artificial planting:

Landowner will rely on natural regeneration of the site in Region I.  
*In Region I, skip to SITE PREPARATION METHOD on page 12.*

**Region II or III**

Landowner will be artificially regenerating the site.  
Species and source of seedlings or seed:  
Date of proposed artificial planting:

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Landowner will rely on natural regeneration of the site in Region II or III. In these regions, please provide known information on the following indicators of suitability for natural regeneration. If a box is checked "no," please explain in the "Notes" box on page 12. N/A means "not applicable."

Yes   No   N/A   Unknown

Seedbed and soil conditions suitable for natural regeneration

- |                          |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Moss layers are shallow ( $\leq 4"$ ) or absent   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Where birch or spruce regeneration is targeted, exposed mineral soil will exist on at least 25% of the harvest area and is well-distributed across the unit |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Where aspen regeneration from suckering is targeted, root damage will be minimal and soil exposure will encourage warming.                                  |

Yes   No   N/A   Unknown

Seed/vegetative reproduction sources available

- |                          |                          |                          |                          |  |
|--------------------------|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Exposure to prevailing winds, if known   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Adequate seed trees exist within 3 tree heights of the reforestation site for spruce or within 2 tree heights for birch  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Where spruce regeneration is targeted, large seed crop in year prior to harvest or current year  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Where vegetative reproduction is targeted, the harvest area contains sufficient, well-distributed paper birch, aspen, balsam poplar, western black cottonwood, red alder, or other species known to regenerate vegetatively as approved by the Division. |

Yes   No   N/A   Unknown

Competition and infestation risk

- |                          |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <i>Calamagrostis</i> (bluejoint grass) is not visually evident. If <i>Calamagrostis</i> is visually evident, describe abundance and distribution. <u>Note:</u> <i>Calamagrostis</i> coverage of more than 1-2% distributed across the site indicates that grass coverage may expand rapidly after harvest without treatment.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <i>Equisetum</i> (horsetail) is present prior to harvest  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | The site is not currently subject to intense herbivory due to peaks in the hare cycle, dense moose populations, or scarcity of browse in the surrounding landscape.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Existing stands are not infested with bark beetles ( <i>Dendroctonus</i> or <i>Ips</i> )  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Where spruce regeneration is targeted, harvest areas are free of known incidence of <i>Onnia tomentosus</i> root rot. <u>Note:</u> <i>tomentosus</i> can kill regeneration of spruce and, to a lesser degree, pine and larch. If <i>tomentosus</i> is present, describe the extent of the problem in the "Notes" box on page 12. Design reforestation to minimize continuation or spread of the disease |

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**Notes:**

Note: If likely competition or other factors indicate challenges for natural reforestation, prompt reforestation through site preparation and/or artificial regeneration is recommended to ensure success and minimize costs.

Landowner requests an extended period for natural regeneration under 11 AAC 95.375(d)(6)

**SITE PREPARATION METHOD**

What method of site preparation will be used? If different types of preparation methods are to be used in the notification area, attach adequate detail to define their location.

\_\_\_\_\_

When will site preparation be accomplished? \_\_\_\_\_

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**NOTICE OF OPERATIONS**  
**DETAILED PLAN OF OPERATIONS**  
**SUPPLEMENTAL INFORMATION FORM "A"**  
**CORPORATION, LIMITED PARTNERSHIP, GENERAL**  
**PARTNERSHIP, OR JOINT VENTURE INFORMATION**

**INSTRUCTIONS:**

Corporation, partnership or joint venture information is required by 11 AAC 95.220(b). After the initial submittal of this information, subsequent Detailed Plan of Operations need only make reference to the previously submitted materials.

If any of the business relationships or key personnel change during the notification period, this form must be resubmitted as appropriate to maintain compliance with 11 AAC 95.220(b).

-----  
 The following information applies to the:  Operator  Timber Owner  Land Owner

In accordance with 11 AAC 95.220(b),

**CORPORATION:** "a corporation must be identified by a copy of the corporation's certificate of incorporation and articles of incorporation showing the corporation's name and articles of incorporation,"  Copy attached

Also disclose "The identities of the registered agent, president, vice president, secretary, and treasurer" below:

Registered Agent \_\_\_\_\_  
 President \_\_\_\_\_  
 Vice President \_\_\_\_\_  
 Secretary \_\_\_\_\_  
 Treasurer \_\_\_\_\_

**LIMITED PARTNERSHIP:** "must be identified by a copy of the limited partnership agreement, evidence of filing of the limited partnership in the real property records as required by AS 32.11, and by the names and addresses of all general partners.

- Copy attached (including names and addresses of all parties)
- Evidence of filing in Recorder's Office, attached

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**NOTICE OF OPERATIONS**  
**DETAILED PLAN OF OPERATIONS**  
**SUPPLEMENTAL INFORMATION FORM "A"**  
**CORPORATION, LIMITED PARTNERSHIP, GENERAL**  
**PARTNERSHIP, OR JOINT VENTURE INFORMATION**

GENERAL PARTNERSHIP or JOINT VENTURE: 11 ACC 95.220(b) states that a general partnership or joint venture must be identified by documentation showing the:

(1) Proper name of the partnership or joint venture.

\_\_\_\_\_

(2) Date that the partnership or joint venture was formed. \_\_\_\_\_

(3) Mailing address of the partnership or joint venture.

\_\_\_\_\_

\_\_\_\_\_

(4) Physical address of the partnership or joint venture.

\_\_\_\_\_

\_\_\_\_\_

(5) Names and titles of persons authorized to act for the partnership or joint venture.

\_\_\_\_\_

\_\_\_\_\_

(6) Names and addresses of all partners or all parties to a joint venture (use additional sheets as necessary).

\_\_\_\_\_

\_\_\_\_\_

NOTE: If any of the above information changes (including key individuals), resubmit Pages 1 and 2 of Supplemental Form "A".

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**NOTICE OF OPERATIONS**  
**DETAILED PLAN OF OPERATIONS**  
**SUPPLEMENTAL INFORMATION FORM "B"**  
**MINING RECLAMATION ACT CERTIFICATION**

This page of the Operations Plan need only be filed once a year for a particular operation area if all statements on this form are applicable to subsequent notifications during the current calendar year. Silvicultural operations according to Sec 27.19.050 of the Mining Reclamation Act are exempted from bonding and annual reclamation plan filing where less than five acres and less than 50,000 cubic yards of gravel or other materials are disturbed or removed at one location in any year and there is a cumulative disturbed area of less than five acres at one location.

Pursuant to 11 AAC 97.250, \_\_\_\_\_ certifies that:  
 [Company Name]

1. With respect to any material site to be established or operated in the current operating year that lies within the operating area covered by operations titled \_\_\_\_\_, DPO \_\_\_\_\_:
  - a. the total acreage and volume of the material to be mined from each material site are within the limits set out in AS 27.19.050(a)(2);
  - b. \_\_\_\_\_ will reclaim all acreage required to be  
 [Company Name]  
 rehabilitated under 11 AAC 95.325; and
  - c. \_\_\_\_\_ in compliance with the rehabilitation  
 [Company Name]  
 measures required under 11 AAC 95.325 will constitute the reclamation measures to be used to reclaim the total area mined; and
  
2. With respect to any material site established or operated in any prior year that lies within the operating area covered by this plan of operations:
  - a. the area and volume mined from each material site are within the limits set out in AS 27.19.050(a)(2); and
  - b. each material site is in compliance with 11 ACC 95.325

Dated: \_\_\_\_\_  
 [Company Name]

By: \_\_\_\_\_

Title: \_\_\_\_\_

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**NOTICE OF OPERATIONS  
 DETAILED PLAN OF OPERATIONS  
 SUPPLEMENTAL INFORMATION FORM "C"  
 REFORESTATION PLAN EXAMPLE AND WORKSHEET**

NOTE: This supplemental sheet must be completed for operations in Regions II and III unless the Area Forester gives a written reforestation exemption or the operator is making a land use conversion.

Regulations promulgated under the Alaska Forest Resources and Practices Act (AFRPA) requires harvested land in AFRPA Regions II and III to be reforested within seven years of harvest unless an extension is granted under 11 AAC 95.375(d)(6). The reforestation standards must be met by a sufficient number of vigorous, well-distributed commercial trees free from significant damage. Qualifying trees may be residual trees, new seedlings, or a combination of trees and seedlings approved by the division that meet the standards in 11 AAC 95 .375 (b)(4) and (d)(2). Regeneration must have survived on site a minimum of two years. Tree species considered by the Division for stocking purposes include Sitka spruce, white spruce, Lutz spruce, aspen, balsam poplar, western black cottonwood, and paper birch or other commercial species approved by the Division.

**DETERMINATION OF RESIDUAL STOCKING LEVELS**

To use this worksheet for reforestation planning, first estimate the number of residual commercial trees that will be left after timber harvest in each size class. Then, for each size class, divide the number of stems per acre needed to meet the minimum stocking standard found in 11 AAC 95.375(b)(4) into the estimated number of trees per acre left after harvest and multiply by 100 to determine the stocking percentage. Percentages from each size class are then added to determine overall residual stocking levels. An example follows:

**RESIDUAL STOCKING TABLE EXAMPLE**

Average DBH (Diameter at breast height)	Residual Trees (Trees / acre)	Minimum Stocking Standard (Trees / acre)	Stocking %
Greater than or equal to 9"	20	120	17%
6" to 8"	30	170	18%
1" to 5"	60	200	30%
Total residual stocking %			65%

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**DETERMINATION OF MINIMUM SEEDLING REQUIREMENTS**

In the example given above with 65% residual stocking, 158 additional tree seedlings per acre will be needed to satisfy the minimum stocking requirement. This is determined by multiplying the minimum 450 seedlings/acre times the balance of the stocking percentage (35%) to achieve the minimum stocking level. The required number of seedlings may be achieved through natural regeneration, planting or artificial seedling. The new trees must survive on the site for a minimum of two years within seven years of harvest.

RESIDUAL STOCKING CALCULATION TABLE

Average DBH (Diameter at breast height)	Residual Trees (Trees / acre)	Minimum Stocking Standard (Trees/ acre)	Stocking %
Greater than or equal to 9"		120	%
6" to 8"		170	%
1" to 5"		200	%
Total Residual Stocking %			%

**SEEDLINGS REQUIRED**

Percentage Under stocked = 100 – Total Residual Stocking %  
 Percentage Under stocked = 100 – \_\_\_\_\_ % = \_\_\_\_\_ %

Seedlings/ Acre Required = Percentage Understocked/100 x 450  
 Seedlings/ Acre Required = \_\_\_\_\_ %/100 x 450 = \_\_\_\_\_

Date Received: _____ DPO # _____
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## **EXHIBIT E INSURANCE**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that the Purchaser confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's Insurance requirements.

The Purchaser shall procure and maintain the following insurance:

A. Minimum Scope and Limit of Insurance

Prior to the commencement of the work, Purchaser shall secure such liability insurance as will protect the Purchaser and Matanuska-Susitna Borough (MSB) from and against any and all claims and liabilities arising out of bodily injury (including death) or property damage that may result from such operations. All such insurance shall be placed with such insurers and under forms of policies as may be acceptable to MSB.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form (ISO) CG 00 01 (Most current Insurance Services Office approved language or the equivalent thereof or later, or the equivalent thereof) covering CGL on an "occurrence" basis (including but not limited to: premises operations, products, contractual, broad-form property damage and independent contractor) with limits no less than:

\$2,000,000 each occurrence limit

\$2,000,000 General Aggregate excluding Products/Completed Operations Limit

\$2,000,000 Products/Completed Operation Aggregate

2. Business Automobile Liability Insurance: (including owned, hired and non-owned) with a combined single limit of not less than \$1,000,000 for bodily injury (including death) and property damage.

3. Workers Compensation: Purchaser shall ensure that, with respect to all personnel performing work on the sites, Purchaser shall maintain in effect at all times during the term of this contract, coverage or insurance in accordance with the applicable laws relating to workers' compensation and employers' liability insurance, regardless of whether such coverage or insurance is mandatory or merely elective under law. Purchaser shall carry Employers Liability Insurance with limits not less than:

\$1,000,000 Bodily Injury by Accident - Each Accident Limit



\$1,000,000 Bodily Injury by Disease - Each Employee  
\$1,000,000 Bodily Injury by Disease - Policy Limit

4. Excess Liability - In order to meet the required minimum limits of insurance it is permissible for the Purchaser to combine an excess liability or umbrella policy with the general liability, auto liability or employer' s liability. In the instance where the Purchaser purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

B. Deductibles and Self-Insured Retention

Prior to work commencing, any deductible or self-insured retention must be declared and approved by the Borough. Purchaser may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Borough, the Purchaser shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, its officers, officials, employees and volunteers; or the Purchaser shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured

- a. The Borough, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds with respects to Commercial General Liability and Business Automobile Liability.
- b. The Purchaser's coverage shall be primary insurance in regards to the Borough, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Borough, it's Administrator, officers, officials, employees and volunteers shall be in excess of the Purchaser's insurance and shall not contribute to it.
- c. The Purchaser's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Waiver of Subrogation

The Purchaser waives all rights of subrogation against MSB and its Administrator, officers, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the Commercial General Liability, Business Automobile and/or Workers' Compensation policies.

### 3. All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after 10 days prior written notice for nonpayment of premium or fraud on the part of the Purchaser or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Borough. Such notice shall be mailed by the Purchaser to the attention of the Borough's Natural Resource Manager.

#### D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-VII.

#### E. Verification of Coverage

Purchaser shall furnish the Borough with certificates of insurance and with certified copies of all endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the Borough. All certificates are to be received and approved by the Borough before work commences. The Borough reserves the rights to require complete, certified copies of all required insurance policies, at any time.

#### F. Subcontractors

Purchaser shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

#### G. Lapse in Insurance Coverage

A lapse in insurance coverage, any change that restricts, reduces insurance provided, or changes name of insured without Borough approval is a material breach of this agreement, which shall result in immediate termination of the agreement.



**TAX CLEARANCE FORM (1 page)**

**MATANUSKA-SUSITNA BOROUGH**  
Community Development Department  
350 East Dahlia Avenue Palmer, AK 99645  
Phone (907)861-7869 E-mail: lmb@matsugov.us

Date: \_\_\_\_\_

PLEASE REPLY BY: \_\_\_\_\_

REPLY TO BIDDER

Questions Call: Emerson Krueger@ 907-861-7867

TO:   X   Finance/Collections/Real Property

       Taxes/LIDS Bankruptcy/Land Sales

THE LAND & RESOURCE MANAGEMENT DIVISION IS PROCESSING A REQUEST FROM THE FOLLOWING INDIVIDUAL(S) OR ENTITY.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PLEASE ADVISE IF YOUR RECORDS INDICATE ONE OR MORE OF THE FOLLOWING CATEGORIES (CHECK ALL THAT APPLY AND PROVIDE ANY COMMENTS BELOW):

       Has failed to pay a deposit or payment (including interest), due the borough in relation to borough- owned real property in the previous five (5) years.

       Is currently in breach or default on any contract or lease for real property transactions in the borough has an interest.

       Has failed to perform under a contract or lease involving borough-owned real property in the previous five years and the borough has acted to terminate the contract or lease or to initiate legal action.

       Is delinquent in any tax payment to the Borough.

       There is reason to believe that the person is unlikely to make payment or responsibly perform under the lease or other contract.

       Other: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_