

PERFORMANCE WORK STATEMENT (PWS)

FOR

Vandenberg Air Force Base Tree Removal/ Trimming

30TH SPACE WING - VANDENBERG AFB

29 November 2018

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**1. DESCRIPTION OF SERVICES**

**1.1 Scope.** The contractor shall provide all management, tools, supplies, equipment, and labor necessary to ensure that tree services are performed at Vandenberg Air Force Base (VAFB) in a manner that will remove trees, stumps, and conduct tree trimmings and herbiciding in accordance with this PWS and attached maps to allow a professional appearance of landscapes. Approximately the total number of trees to be removed is two-hundred (200). Four (4) trees are to be trimmed and

approximately 76 stumps are to be removed by grinding.

**Priority Location Lg. Med. Sm**

**Grinding**

**Stump Trimming**

**Est. Herbicide Hrs.**

**1 VMS** 10 2 0 0 0 4

**2 Chapel** 1 0 0 1 0 0

**3 TLF 12915** 2 0 0 2 0 0

**4 Utah/Colorado** 7 0 0 7 0 7

**5 OV Blvd.** 7 5 1 0 0 0

**6 Base Gym** 3 4 0 9 0 1

**Outbound**

**7 Calf.** 8 14 3 10 0 0

**8 Inbound Calif.** 8 5 7 18 0 2

**9 FSS Ball Fields** 0 84 0 0 0 30

**10 VOQ's** 0 7 22 29 0 0

**11 8190** 0 0 0 0 4 0

46 121 33 76 **4 44**

**1.2 Objectives**. To provide tree removal services located at VAFB. The contractor shall comply with all Federal, State, Local and VAFB rules and regulations. Performance of services shall follow commercial industry standards as described by professional organizations such as the National Arborist Association, American Society of Landscape Architects, and American National Standards Institute (ANSI). Some tree services will encompass tree lines on or near high voltage electrical distribution on Main Cantonment area on VAFB.

**1.3 Tree Services.** The contractor shall perform all tree services to ensure a manicured appearance. Contractor is cautioned to take special care when entering any type of equipment or vehicle on regularly maintained grounds areas. Contractor will restore any damage they make to the grounds while performing tree removal, this is to include but is not limited to re-contouring and restoring with native vegetation any access routes or roads or disturbed areas that are created. All tree

services shall be performed in accordance with commercial and ANSI standards and the Air Force (AF) Form 813—Tree Removal at High Voltage Power Lines page 1 of 5-- and Environmental Compliance (APPENDIX 1) including referenced Combined Federal Regulations (Utility Pruning and Emergency Service Restoration) ANSI A300 ANSI Z60.1 – American Standards for Nursery Stock ANSI Z133.1 – Safety Requirements for Tree Care Operations.

**1.3.1** All trees to be removed between 15 February and 15 August will be assessed for nesting birds and 1 October through 1 February for the Flight Season of the Monarch Butterfly through the Asset Management Flight, Natural Resources Section. Once approved, the Contracting Officer Representative (COR) will issue a work order for contractor to complete this area within a two week period. If the area is not completed within the required time limit there will be a work stoppage

until Natural Resources can reassess the area for nesting birds/Monarch Butterflies. Work orders prior to or after the dates noted above will be issued to the contractor as funds are available.

**1.3.2.** If power disruption is required, the contractor shall coordinate with the COR whom will then coordinate with 30th Civil Engineer (30 CES) Electric shop (CEOFE), so that power can be shut off to ensure the safety of government and contractor personnel and real estate. 30 CES/CEOFE personnel will notify facility occupants of upcoming scheduled outages for power line tree removal.

**1.3.3 Stump Removal.** Approximately 76 stumps will need to be removed by grinding across 7 of the sites. All sites with stump removal will require the contractor to coordinate an AF Form 103, Digging Permit for each site. The contractor shall identify the area where work is to be performed, the nature and purpose of the work being performed (i.e. minor digging for stump grinding and removal.) Contractor shall coordinate the AF Form 103 with all affected offices (i.e., base-wide utilities, communications, environmental, safety, etc.) to insure proper monitors are notified and are available for assistance during the pending project, and to avoid damage to any underground cables, utilities, etc. All stumps that need to be removed by grinding will be identified during the sitewalk, once a final number has been assessed that information will be provided.

**1.3.4 Tree Removal with Herbicide Treatment.** Contractor shall apply herbicide to all

Eucalyptus trees immediately after the cut while the stump cut is fresh, to prevent any re-growth, the contractor shall then reapply herbicide within 6 months to all previously treated stumps.

**1.3.4.1** All herbicides applied on VAFB shall be listed on the current Armed Forces Pest Management Board Standard Pesticides List Available to DoD Components and Agencies listing also known as the ‘DoD Approved Pesticide List’. http://www.afpmb.org/pubs/standardlists/dod%20pesticides%20list.pdf

The government can provide an electronic .pdf file. It's a CAC accessible site

If the contractor desires to use a herbicide that is not on the DoD Approved Pesticide List, the contractor shall submit the appropriate documentation to the Installation Pest Management Coordinator (30 CES/CEOES, 805-606-1927, Darla Koski) and include all pertinent information related to the non-standard pesticide. This document shall include a comprehensive justification and rationale why the products on the DoD Approved Pesticide List cannot be used instead of the proposed pesticide, the benefit gained by using the proposed product verses what is already available (i.e. less active ingredient). The IPMC will submit to AFCEC Entomologist for consideration and possible approval of the proposed pesticide. It can take up to two weeks for approval.

**1.3.4.2** Contractor applying tree stump herbicides shall report all applied herbicide monthly to the

IPMC electronically. IPMC will provide the appropriate form for the contractor to complete by the

5th day of the month for the prior month’s applications. Monthly herbicide reporting facilitates the

compliance with Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) for the collection and reporting of all pest management activities.

**1.3.4.3** Certification and License. All contractor personnel who apply herbicides on VAFB must possess a valid California pest control license in the appropriate category for type of work being performed, and the contractor’s company must have a valid California pest control business license and insurance. For this contract the herbicide applicator must maintain Category A, Residential, Industrial, and Institutional; Category B, Landscape Maintenance; and Category C, Right-of-Way. The contractor shall obtain any county, local, state, or federal permits required for any work to be done or materials to be used, under this contract. The contractor will prepare, maintain, and/or submit to the appropriate state, local, Air Force, or federal agency, any reports/records required by such agency. The contractor shall provide legible copies of all licenses and permits to the IPMC within 15 days of prior to start of work and within two (2) work days after receipt of replacement license. All pesticide applicator licenses to include renewals will be uploaded into IPMIS Web.

**1.3.4.4** Pesticide Mixing and Storage. **“All pesticides shall be mixed and stored off base”**. All unused pesticides, empty pesticide containers, and residue shall be disposed of off base. In the event the contractor spills or releases any hazardous substance, the contractor shall immediately notify the government and take appropriate action.

**1.3.4.5** The contractor shall obtain approval from the government's hazardous material supply system (known as HAZMART), by processing an Air Force Form 3952, Chemical/Hazardous Material Request Authorization, for all of their hazardous materials with the HAZMART, 30

LRS/LGRMSH, Building 5500, (805) 605-4786 or 605-3870, prior to using any hazardous materials on VAFB.

**1.3.4.5.1** Contractor shall report their monthly hazardous materials usage for their activities on VAFB to the HAZMART. By reporting all of the monthly usage through the HAZMART, the contractor shall meet VAFBs reporting requirements for air emissions, EPCRA Toxic Release Inventory (TRI), solvent usage, and hazardous materials.

**1.3.5 Restoration of grounds/fences.** The contractor shall restore all the grounds in the areas affected by any government tasking. The contractor shall restore the area dressed back to a natural appearance at no additional cost to the government. If required, the contractor shall remove and replace any fence that interferes with the work requested. The contractor shall repair any damage caused by the contractor at no additional cost to the government. Site rehab should be coordinated with 30 CES/CEANC. At a minimum, soil and native vegetation should be pulled back onto the disturbed area at the original contours to include, but not limited to, any access roads created by the contractor.

**1.4. WORK CLEARANCE REQUESTS** The Contractor shall obtain an approved Work Clearance Request for all work which involves excavation including minor digging (stump grinding and removal). Digging permits are available. Prior to any digging by the Contractor on Vandenberg AFB property, the Contractor shall prepare and obtain coordination on AF Form 103, Digging Permit. Contractor shall identify the area where work is to be performed, nature and purpose of the

work being performed (i.e., installing irrigation, landscaping project, etc.), etc. Contractor shall coordinate the AF Form 103 with all affected offices (i.e., base-wide utilities, communications, environmental, safety, etc.) to insure proper monitors are notified and are available for assistance during the pending project, and to avoid damage to any underground cables, utilities, etc.

**1.4.1** When requested, Contractor shall provide coordination on project work clearances requiring digging as generated by other Contractors, organizations, etc. If “irrigation monitor is required” is annotated on the AF Form 103 by CE Service Contracts, the Contractor shall flag the affected areas and provide a monitor when needed, to insure any digging associated with the project does not damage existing irrigation lines. Contractor shall annotate the requester’s AF Form 103 when flagging of the required area(s) has been completed and a monitor has been provided. Contractor shall provide coordination, flagging of areas, and irrigation monitors for projects at no additional cost to the Government (i.e., these services shall be included in the Contractor’s contract price of all line items of this contract associated with maintaining grounds).

**1.4.2.** The contractor shall not begin work until receipt of a signed work order from a COR, has been received. Prior to commencement of work the contractor will coordinate with 30

CES/CEANC to determine if site visit is required.

**1.5 Invoicing.** The Contractor shall invoice electronically to the Defense Finance Accounting Service (DFAS) utilizing the (iRAPT) **(formerly Wide-Area Work Flow, WAWF)** within 5 working days of the month. The contractor shall notify the COR upon submittal for processing. The contractor shall provide supplemental documentation with each monthly invoice to be uploaded in iRAPT (formerly WAWF). Supplemental files shall include work orders issued and other documentation that was generated for each task (inspection records). Supplemental files are used to validate the pricing for the monthly invoicing.

**1.6 Waste Materials/Weigh-In and Disposal of Tree Materials** A primary objective of waste/tree material disposal is the diversion **(logs no longer than 18 inches long)** of useable wood products. With proper coordination and pre approval, methods of diversion can include coordinating with log haulers to harvest trees in such a way that the main stems will be transportable on log trucks. Any Eucalyptus trees removed from VAFB must be weighed and information provided to the government to track diversion weight. All other types of trees will be delivered to the Diversion Center located at Bldg. 11510 rounds shall be no more than 18 inches long and less than 20 inches in diameter.

**1.6.1** Regulatory requirements are mandated as directed by the California Integrated Waste Management Board (CIWMB) in Title 14, California Code of Regulations (CCR) Division 7, Chapter 3.1, Articles 1-3 inclusive.

**1.6.2 Chipping/Composting Operations.** The contractor shall process (chip/grind) all organic/green waste materials and will broadcasted into the local work area.

**1.6.2.1** The contractor shall not proceed with any regulated activities until authorization/permit is received from 30 CES/CEA. The contractor shall be responsible for complying with all

requirements of any permits or registrations issued under the Chipping/ Composting Rule. This rule places limitations on processing and storage of green waste and wood materials generated by chipping/composting type operations. The contractor shall support/comply with regulatory inspections executed under the State/County authority granted by this rule.

**1.6.4 Contractor’s Equipment.**

**1.6.4.1** All contractor equipment brought into VAFB for the purpose of fulfilling the requirements of this contract must be taken out on a daily basis, see 3.0, Government –Furnished Property.

**1.6.4.2 Chippers and Grinders.** Chippers/grinders powered by diesel or gasoline fired engines 50 bhp and above must be registered in the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). Registration in this program is the responsibility of the equipment owner; unregistered equipment shall not be allowed on VAFB. Compliance with the provisions of the registration is the responsibility of the equipment owner. Each equipment unit will have two registrations, one for the combustion emissions from the engine and one for the

particulate matter emissions from the grinding/chipping activity. The registrations consist of a paper registration which identifies the equipment and the recordkeeping/reporting conditions required by CARB. In addition, a sticker with the registration number and expiration date must be affixed to the equipment. If PERP registrations cannot be obtained, the contractor must have a permit to operate (PTO) from the Santa Barbara County Air Pollution Control District valid to operate at various locations in Santa Barbara County.

**1.6.4.2.1 Cleaning of Equipment:** The contractor shall clean all equipment prior to entering Vandenberg AFB to prevent the spread of invasive plant seeds. In addition, when working with Pine Trees, all cutting tools such as saws, chippers and grinders shall be cleaned with a disinfectant prior to moving to a new stand of trees to prevent spread of Pine Pitch Canker.

**1.6.4.3 Chainsaws:** At job completion, the contractor will be required to provide 30 CES/CEAQ a summary of the fuel usage and hours of operation along with chainsaw identification information (make, model, horsepower, etc.) for each unit operated.

**2.0 GOVERNMENT FURNISHED PROPERTY (GPF) AND SERVICES**

**2.1 Government-Furnished Property**. NONE

**2.1.1 Damage to Government Facilities and Property.** The contractor shall reimburse the Government if details of formal investigation of fire or other damage result in pecuniary liability assessed against the contractor.

**2.2 Government-Furnished Services.**

**2.2.1 Medical Response Services.** The Government will provide initial medical treatment for life- threatening emergencies. It shall be the responsibility of the contractor or contractor employee to seek continued medical treatment if needed. The contractor or employee shall reimburse the

Government for all Government-provided medical services. The emergency phone number is 911 or if using a cellular phone the number is 606-3911.

**3.0 GENERAL INFORMATION**

**3.1 Quality Assurance.** The Government will monitor the contractor’s performance by performing scheduled and unscheduled surveillance. The Government will also monitor and investigate customer complaints for the purpose of ensuring whether or not the contractor is providing quality service. The Contracting Officer or his/her designated representative may schedule progress meetings as required.

**3.2 Normal Business Hours.** The hours of operation for the CE Service Contracts section are

06:30 am to 4:00 p.m. local time, Monday through Friday, excluding federal holidays.

**4.0 SECURITY** At all times while on Vandenberg AFB premises, contractor employees shall comply with Vandenberg AFB security requirements imposed by the Installation Commander. Contractor shall obtain all necessary passes, decals, badges, or other items required for access to perform contract services at Vandenberg AFB. The contractor shall be responsible for accountability of all such media issued to contractor personnel and these media shall be surrendered to the 30th Security Forces Squadron (30 SFS) Pass and Registration Section upon completion or termination of the contract or upon termination of an individual’s employment with the contractor. The contractor shall comply with all VAFB policies regarding entry to the installation, rules of the road, contingency operations compliance, and photography prohibitions. Contractor employees are authorized entry to the installation only for the purpose of work under this contract, and are not authorized in other facilities or areas without prior Government authorization. Due to safety/security requirements, contractor personnel shall be required to speak and understand English.

**4.4.1 Main Base Access.** Current security access restrictions at the Santa Maria Gate (Main Base entry gate) require all contractor vehicles (which are the size of a standard bread delivery truck or larger) to enter only through the Lompoc Gate (located at intersection of Santa Lucia Road and Pine Canyon Road). There is a vehicle check pull-off area at that gate and the contractor will be required to submit to a vehicle search prior to gaining entry to the base. Contractor should plan and allow

for delays as a result of in-place security procedures.

**4.4.2 Base Access Letter.** To request base access, the contractor shall send a letter to the Contracting Officer. The letter must be on company stationery and shall include: Contractor’s company address and telephone number, the contract number, names of the Contractor Program (On-site) Manager and Contractor Security Manager, and their alternates, requiring access to Vandenberg AFB, their social security numbers, and duty hours. After approval, this letter will be maintained on file with Security Forces at the Visitor’s Control Center, Building 17596. Contractor shall provide this letter at the pre-performance conference and submit updated letters as changes occur. Entry requirements are subject to change, without notice, due to installation and world situations.

**4.4.3 Contractor Personnel.** Upon employment, and after the contractor’s base access letter is on file with the Security Forces, all contractor employees shall apply for vehicle passes and individual

identification badges at the Vandenberg AFB 30 SFS, Visitor's Control Center, Building 17596. Passes may be picked up Monday through Friday prior to 3:30 p.m. No appointment is necessary. The contractor shall surrender all passes and identification badges to the 30th SFS on the first workday following completion or termination of the contract or contractor’s employee’s employment.

**4.4.5** The contractor shall not employ persons for work on this contract if such employee is identified to the contractor by the 30th Security Forces Squadron (30 SFS) as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population.

**4.4.6 Contractor Vehicles.** Each contractor vehicle shall have the name of the contractor exhibited on each side of the vehicle. The contractor shall provide company identification tags and vehicle identification at no additional cost to the Government

**4.5 Government Liability.**

**4.5.1 Loss or Damage.** The Government will not be liable for any loss or damage to the contractor’s property or for expenses incidental to such loss or damage unless caused by the Government.

**4.5.2 Fines Assessed Against the Government**. The Government will retain amounts otherwise due the contractor an amount equal to any fines assessed against the Government as a result of the contractor’s failure to perform in accordance with the terms of this contract or in the event that a regulatory agency issues a Notice of Violation (NOV).

**APPENDIX 1**

**ENVIRONMENTAL COMPLIANCE** (Migratory Bird Treaty Act)

Migratory Bird Treaty Act of 1918 (16 U.S.C. 703-712; Ch. 128; July 3, 1918; 40 Stat. 755) as amended by: Chapter 634; June 20, 1936; 49 Stat. 1556; P.L. 86-732; September 8, 1960; 74 Stat. 866; P.L. 90-578; October 17, 1968; 82 Stat. 1118; P.L. 91-135; December 5, 1969; 83 Stat. 282; P.L. 93-

300; June 1, 1974; 88 Stat. 190; P.L. 95-616; November 8, 1978; 92 Stat. 3111; P.L. 99-645; November 10, 1986; 100 Stat. 3590 and P.L. 105-312; October 30, 1998; 112 Stat. 2956

The original 1918 statute implemented the 1916 Convention between the U.S. and Great Britain (for Canada) for the protection of migratory birds. Later amendments implemented treaties between the U.S. and Mexico, the U.S. and Japan, and the U.S. and the Soviet Union (now Russia).

Specific provisions in the statute include:

Establishment of a Federal prohibition, unless permitted by regulations, to "pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry, or cause to be carried by any means whatever, receive for shipment, transportation or carriage, or export, at any time, or in any manner, any migratory bird, included in the terms of this Convention . . . for the protection of migratory birds . . . or any part, nest, or egg of any such bird." (16 U.S.C. 703)

This prohibition applies to birds included in the respective international conventions between the

U.S. and Great Britain, the U.S. and Mexico, the U.S. and Japan, and the U.S. and the Russia.

Authority for the Secretary of the Interior to determine, periodically, when, consistent with the Conventions, "hunting, taking, capture, killing, possession, sale, purchase, shipment, transportation, carriage, or export of any . . .bird, or any part, nest or egg" could be undertaken and to adopt regulations for this purpose. These determinations are to be made based on "due regard to the zones of temperature and to the distribution, abundance, economic value, breeding habits, and times of migratory flight." (16 U.S.C. 704)

A decree that domestic interstate and international transportation of migratory birds which are taken in violation of this law is unlawful, as well as importation of any migratory birds which are taken in violation of Canadian laws. (16 U.S.C. 705)

Authority for Interior officials to enforce the provisions of this law, including seizure of birds illegally taken which can be forfeited to the U.S. and disposed of as directed by the courts. (16 U.S.C. 706)

Establishment of fines for violation of this law, including misdemeanor charges. (16 U.S.C.

707)

Authority for States to enact and implement laws or regulations to allow for greater protection of migratory birds, provided that such laws are consistent with the respective Conventions and that open seasons do not extend beyond those established at the national level. (16 U.S.C. 708)

A repeal of all laws inconsistent with the provisions of this Act. (16 U.S.C. 710)

Authority for the continued breeding and sale of migratory game birds on farms and preserves for the purpose of increasing the food supply. (16 U.S.C. 711)

The 1936 statute implemented the Convention between the U.S. and Mexico for the Protection of

Migratory Birds and Game Mammals. Migratory bird import and export restrictions between Mexico

and the U.S. were also authorized, and in issuing any regulations to implement this section, the Secretary of Agriculture was required to consider U.S. laws forbidding importation of certain mammals injurious to agricultural and horticultural interests. Monies for the Secretary of Agriculture to implement these provisions were also authorized.

The 1960 statute (P.L. 86-732) amended the MBTA by altering earlier penalty provisions. The new provisions stipulated that violations of this Act would constitute a misdemeanor and conviction would result in a fine of not more than $500 or imprisonment of not more than six months. Activities aimed at selling migratory birds in violation of this law would be subject to fine of not more than $2000 and imprisonment could not exceed two years. Guilty offenses would constitute a felony. Equipment used for sale purchases was authorized to be seized and held, by the Secretary of the Interior, pending prosecution, and, upon conviction, be treated as a penalty.

Section 10 of the 1969 amendments to the Lacey Act (P.L. 91-135) repealed the provisions of the MBTA prohibiting the shipment of wild game mammals or parts to and from the U.S. or Mexico unless permitted by the Secretary of the Interior. The definition of "wildlife" under these amendments does not include migratory birds, however, which are protected under the MBTA.

The 1974 statute (P.L. 93-300) amended the MBTA to include the provisions of the 1972

Convention between the U.S. and Japan for the Protection of Migratory Birds and Birds in Danger of Extinction. This law also amended the title of the MBTA to read: "An Act to give effect to the conventions between the U.S. and other nations for the protection of migratory birds, birds in danger of extinction, game mammals, and their environment."

Section 3(h) of the Fish and Wildlife Improvement Act of 1978 (P.L. 95-616) amended the MBTA

to authorize forfeiture to the U.S. of birds and their parts illegally taken, for disposal by the Secretary of the Interior as he deems appropriate. These amendments also authorized the Secretary to issue regulations to permit Alaskan natives to take migratory birds for their subsistence needs during established seasons. The Secretary was required to consider the related migratory bird conventions with Great Britain, Mexico, Japan, and the Soviet Union in establishing these regulations and to establish seasons to provide for the preservation and maintenance of migratory bird stocks.

Public Law 95-616 also ratified a treaty with the Soviet Union specifying that both nations will take measures to protect identified ecosystems of special importance to migratory birds against pollution, detrimental alterations, and other environmental degradations. (See entry for the Convention Between the United States of America and the Union of Soviet Socialist Republics Concerning the Conservation of Migratory Birds and Their Environment; T.I.A.S. 9073; signed on November 19,

1976, and approved by the Senate on July 12, 1978; 92 Stat. 3110.)

Public Law 99-645, the 1986 Emergency Wetlands Resources Act, amended the Act to require that felony violations under the MBTA must be "knowingly" committed.

P.L. 105-312, Migratory Bird Treaty Reform Act of 1998, amended the law to make it unlawful to take migratory game birds by the aid of bait if the person knows or reasonably should know that the area is baited. This provision eliminates the "strict liability" standard that was used to enforce

Federal baiting regulations and replaces it with a "know or should have known" standard. These amendments also make it unlawful to place or direct the placement of bait on or adjacent to an area

for the purpose of taking or attempting to take migratory game birds, and makes these violations punishable under title 18 United States Code, (with fines up to $100,000 for individuals and

$200,000 for organizations), imprisonment for not more than 1 year, or both. The new amendments require the Secretary of Interior to submit to the Senate Committee on Environment and Public Works and the House Committee on Resources a report analyzing the effect of these amendments and the practice of baiting on migratory bird conservation and law enforcement. The report to Congress is due no later than five years after enactment of the new law.

P.L. 105-312 also amends the law to allow the fine for misdemeanor convictions under the

Migratory Bird Treaty Act to be up to $15,000 rather than $5000.