



FEATHER RIVER
RESOURCE CONSERVATION DISTRICT

FEATHER RIVER RESOURCE CONSERVATION DISTRICT

REQUEST FOR PROPOSALS # 220-003

INDIAN VALLEY WILDFIRE RECOVERY

SENECA PROJECT

INTRODUCTION: This Request for Proposals furnishes proposers' information to decide whether or not to further investigate the project. If the Request for Proposals contains an error or contradicts the sample contract, the final signed authorized contract governs. Proposers are responsible to inspect the work area, examine the project and make their own estimates before submitting a proposal. All interested and qualified firms are invited to submit a proposal in accordance with the terms and conditions stated in this Request for Proposals which can be accessed at the RCD website (www.FRRCD.org). FRRCD retains the right to award to one or more contractors to ensure that the Project is completed within the specified time frame.

Proposers are advised that **this is not a sealed bid or low bid process**. FRRCD intends to make an award(s) using the evaluation criteria listed in the specification to determine the proposal(s) with the best value for the RCD.

All proposers must attend a pre-bid meeting at the project site. Interested bidders should expect a scheduled bid tour prior to March 2023 dependent on weather and roads. One-week advanced notice of tour date will be given.

Location: Canyon Dam, CA; Junction of Highway 89 and Seneca Road

Date: Exact Date TBD dependent on weather and roads conditions. **Time:** 10:00 am

CONTACTS:

Michael Hall- District Manager, Feather River Resource Conservation District
mhall@frrcd.org 530.927.5299 ext. 104

Brad Underwood Project Coordinator, Feather River Resource Conservation District
bunderwood@frrcd.org 530.927.5299 ext. 102

Joe Smailes Registered Professional Forester #2198
joesmailes@yahoo.com 530.520.6205

Bill Apger Registered Professional Forester # 2064
bapger@frstcorp.com 530.680.6511

BACKGROUND: The Dixie Fire ignited on July 13th 2021, eventually burning 963,309 acres in Plumas, Butte, Shasta, Lassen and Tehama Counties. The fire caused significant damage and the destruction of communities and homes. The Indian Valley Wildfire Recovery – Seneca Project (hereinafter “Seneca Project”). The scope of these impacts necessitates large scale recovery efforts towards those most impacted. The Seneca Project will remove or chip dead standing trees, brush, downed woody debris to the extent that the project area is prepared for reforestation.

The Seneca Project consists of **515 acres** of forest owned by a collective four private non-industrial forest landowners.

The project objectives are to substantially reduce or eliminate the threat of fire killed trees within the project boundary. Trees will be treated utilizing a variety of methods including but not limited to:

- Felling fire killed trees with chainsaws and/or feller bunchers
- Helicopter, high-lead cable, or tethered equipment
- Felling and yarding large commercial size trees greater than 12” DBH and cull material to decking areas or landings using conventional ground-based equipment generally on contiguous slopes less than 50%. Ground based equipment may be able to operate on short pitches of up to 50% where material can be endlined or grappled with minimal soil disturbance. Aerial systems, tethered equipment, helicopter or high lead cable will be reserved for slopes generally over 50% and terrain inaccessible by conventional means.
- All small fire killed trees up to 14” DBH shall be felled and removed, chipped on site, piled for burning (burning is optional except where required by the CA Forest Practice Rules), or lopped and scattered (slopes >50%) to reduce hazardous fuels.
- Large unutilized material 16” large end and 10’ in length shall be removed, broadcast chipped, piled for burning (burning is optional), or masticated

PROJECT LOCATION(S): Attached maps show the location of units to be treated. The project area is located in Plumas County, CA near the community of Seneca. Roads within the project area are generally accessible between the months of May through November. Some high clearance vehicles may be necessary.

OPERATING SEASON: Normal operating season runs from May through November. Contract termination date is 11/14/2023. Contract extension may be granted by FRRCD if specified conditions have been met.

OPERATING PLANS: The contractor must submit a General Operating Plan to the FRRCD for approval before Operations begin. The plan must show how the contractor plans to complete the contract by termination date. In addition to the general operating schedule, the contractor must submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for implementation. The successful proposer/s may remove commercial material to lumber mills or other alternate markets such as chip and biomass facilities, provided there is agreement and approval by FRRCD on accountability procedures commonly used such as third-party scalers or weight scales.

SALE OF LOGS AND CHIPS: Funding for this project comes from the California Department of Forestry and Fire protection “Forest Health” grant program. The Forest Health grant program is a non-commercial grant program, and all revenue earned through sales of logs and chips must be

returned directly to the program or used to defray the costs of operations (i.e., contractor will receive and retain delivered log values to defray costs of operation).

The Contractor may sell or arrange for the purchase of wood fiber (saw logs, biomass chips, and/or firewood) removed from the property. All merchantable wood fiber usable material (i.e. saw logs biomass, chips and firewood) removed from property shall be sold to defray the costs of the project.

Value of products may be used to offset proposals for service work on the ground and transportation cost to markets. Legal ownership and title of merchantable usable wood fiber material resulting from the project shall be vested with the Contractor. Landowner will not receive any compensation from the sale of wood fiber. The Contractor will be responsible for the California Timber Yield Tax; if/when any wood fiber is sold. Load receipts and sequentially-numbered trip tickets will be submitted to Feather River Resource Conservation District as proof of delivery.

PROPOSAL FORM: FRRCD project specifications (Exhibit A), Project Block Inventory (Exhibit B) project map (Exhibit C), and sample contract (Exhibit D), are included as attachments.

You are proposing a per acre price with no other charges.

1. List your businesses legal name and address, and a contact phone number:
2. Masticate, hand fell, chip and haul away, or pile and burn small material less than 12 inches DBH, lopping and scattering, broadcast chip: **Price per acre by Contract Line Item Number (See Exhibit A)**
3. Felling, yarding, decking, and removing trees over 12 inches DBH: **Price per acre by Contract Line Item Number (See Exhibit A)**
4. Please provide your **estimated completion date:** Work must be completed by 11/14/2023.
5. Provide name, address and telephone number of your insurance carrier and the amounts and types of Insurance:
6. Provide at least three references

Please email all proposal packages to "Michael Hall" mhall@frrcd.org; Proposals will be due by 5:00 pm three weeks (21 days) following bid tour. FRRCD may reject any and all proposals and re-issue this Request for Proposals. FRRCD may waive any minor irregularities or immaterial defects in a proposal. FRRCD reserves the right to request additional written or oral information from proposers to obtain clarification on their proposals. All proposals become the property of FRRCD. All costs associated with development of the proposal in response to the Request for Proposals shall be the sole responsibility of the proposer and shall not be charged in any manner to FRRCD. The FRRCD reserves the right to accept the bid prices per acre for partial amounts of the project area if the total bid exceeds the grant budget.

EVALUATION CRITERIA: Price, Technical Approach, Qualifications, Availability, Past Performance, and Community Benefit will be considered for the "Best Value" evaluation. Concurrent commercialization of sawlogs and chips are considered preferred treatments within the overall "Best Value" evaluation. The order of importance corresponds with each criteria's preceding order of appearance. Proposals will be reviewed by the evaluation committee including FRRCD staff, Directors, and consulting Registered Professional Foresters.

PROTEST PROCEDURE: Any protest concerning the rating of any proposal or award of the contract hereunder must be submitted in writing to the FRRCD District Manager at 422 N. Mill Creek, Quincy CA 95971 on or before 4:00 p.m. of the fifth (5th) calendar day following the RCD's posting the Notice of Intent to Award the contract, listed at www.frrcd.org. The procedure and time limit set forth in this

paragraph are mandatory and are the proposer's sole and exclusive remedy in the event of a protest of the rating of its proposal or award of the contract and failure to pursue said remedy shall constitute a waiver of any right to further pursue said protest, including filing a Government Code claim or legal proceedings.

QUESTIONS/ ADDENDA

Any questions about this Consultant Proposal shall be submitted in writing to the following address:

Email: mhall@frrcd.org

Mail: Feather River Resource Conservation District

422 N Mill Creek, Quincy CA 95971

Attn: Michael Hall, District Manager

Questions may be addressed FRRCD or consulting RPF. FRRCD may, if deemed necessary, respond to questions by issuance of formal addenda, interpreting or clarifying the requirements of this Request for Proposals. Any addenda processed shall be made part of this Request for Proposals request and binding upon each proposer. All addenda will be posted on www.frrcd.org. Each proposer is solely responsible for obtaining all addenda posted on the website. FRRCD may also direct attention to specific provisions of the Request for Proposals which cover the subject of the inquiry.

ATTACHMENTS:

EXHIBIT A – Schedule of Items and Specifications.

EXHIBIT B – Seneca Block Inventory

EXHIBIT C- Project Map

EXHIBIT D – Sample Contract.

EXHIBIT A

SCHEDULE OF ITEMS AND SPECIFICATIONS

CLIN: CONTRACT LINE ITEM NUMBER

CLIN	DESCRIPTION	ACRES	UNIT PRICE	Unit Price If No Commercial Sale of Products	TOTAL
1	<p>Smailes - Mechanical Site Prep: Moderate Slope Units *Broad slope range 0-60% *Focused slope range 15-40% *Units 1,1A,2,4,6B,6C,7 *Please refer to treatment specifications</p>	272	\$	\$	\$
2	<p>Smailes - Mechanical Site Prep: Steep Slope Units *Broad slope range 30-65% *Focused slope range 40-55% *Units 2A,3,5,6,6A,6D *For slopes >50% Please refer to treatment specifications</p>	176			
3	<p>Davies Property- Mechanical Site Prep: Moderate Slope Units *Broad slope range 0-55% *Focused slope range 8-45% *Please refer to treatment specifications *Please note that 16 acres of this property is covered by an approved Emergency Notice; the remaining 7 acres will require non-commercial treatment</p>	23			
4	<p>Pensco Property - Mechanical Site Prep: Moderate Slope Unit *Broad slope range 0-15% *Focused slope range 0-10% *Please refer to treatment specifications</p>	9			
5	<p>Preim Property- Mechanical Site Prep: Moderate Slope Units *Broad slope range 0-55% *Focused slope range 20-50%</p>	12			

	*Unit 2 *Please refer to treatment specifications				
6	Preim Property- Mechanical Site Prep: Steep Slope Units *Broad slope range 0-75% *Focused slope range 28-60% *Unit 1 & 3 *For slopes >50% Please refer to treatment specifications	23			
PROJECT TOTAL		515			

SENECA PROJECT TREATMENT SPECIFICATIONS

Production is imperative to the success of this operation. Contractor must maintain and demonstrate a consistent production of salvage logging and surface treatments. Additionally, it is equally imperative that operations commence at the targeted start date due to rapidly deteriorating wood fiber conditions

A. Commercial Operations Sawlogs:

In accordance to the California Forest Practice Act:

1. Fell with chainsaw, shears, or hot saw trees merchantable as sawlogs (generally greater than 12” DBH) and greater than 10 feet in height. Trees to be cut will be fire-killed or trees that have been marked for predicted mortality under the supervision of project Registered Professional Forester (RPF) and under the conditions of the Cal Fire Emergency Notice.
2. Skid felled timber to landing by skidder, tractor, yarder, tethered equipment, or helicopter. Effort will be made to avoid surviving green trees. Unless otherwise agreed, all material including existing down logs greater than 10 feet in length, shall be removed from unit and decked at landing.
3. Remove all sawlogs from landing to commercial wood processing facility. Landing cull and undersized woody material shall be chipped and treated under “B”, following.

B. Commercial Operations Submerchantable Woody Material:

In accordance to the California Forest Practice Act:

1. Where practical, fell with chainsaw, shears, or hot saw trees unmerchantable as sawlogs (generally less than 12 inches DBH). Trees to be cut will be fire-killed or trees that have predicted mortality under the supervision of project Registered Professional Forester (RPF) and under the conditions of the Cal Fire Emergency Notice.
2. Skid felled submerchantable timber to landing by skidder, tractor. Effort will be made to avoid surviving green trees.
3. In the event no market exists for the product or materials produced under this subsection B, all material produced shall be treated as specified under Section C, below.

C. Fire-killed Tree Removal with No Commercial Harvest Operation.

The intent of site preparation in this contract is to clear the project areas of all fire-killed woody material in preparation for herbicide spraying followed by planting conifer stock. Should there be no opportunity for a wood processing facility to take fire-killed timber or chips, the following will apply:

1. Site prep all project areas by treating all standing fire-killed trees greater than 4-inch DBH to meet the following minimum standards. The bidder will clearly describe their methods to reach the following standards in their proposal.
2. On slopes where heavy equipment is permitted for use per the Forest Practice Rules (FPR) (14 CCR 934.2(f) et seq.):
 - a. Felling: hand fell and/or mechanical fell (feller buncher) all standing fire killed trees > 4-inch DBH.
 - b. Skidding/Bunching: skid all felled woody material by skidder or tractor to landing or tractor pile in unit - preference will be to skid felled material to landing. Locations of tractor-piling shall be as agreed with the RPF.
 - c. Disposal: decked material in landing will be either chipped, removed from the site, burned, masticated, or a combination thereof upon agreement of RPF and the District.. Decked material outside of landing (within cutting unit) will be burned.
3. On slopes where heavy equipment is NOT permitted for use per the FPRs the following treatment will be required:
 - a. Felling: Hand-fell (or fell with tethered equipment) standing fire-killed trees greater than 4" DBH. Large trees (generally greater than 12" DBH) shall be limbed after felling. Large trees shall not be left in a "jack-strawed" condition and must be felled and/or bucked such that the entire length of each segment is in contact with the ground.
 - b. Disposal on Preim property: Lop and scatter all slash to a 30" maximum height above the ground.
 - c. Disposal on all other properties shall consist of either
 - i. lop and scatter all slash to a 30" maximum height above the ground or
 - ii. Hand-pile felled small woody material (preferred option) according to the following specifications
 1. Diameter: 2" diameter small end up to a 9" diameter large end
 2. Length: Logs 3 ft. and greater in length shall be cut to manageable size and piled for burning.
4. The bidder shall state whether or not their bid includes burning of piles created outside of commercial timber operations (slash disposal is a non-transferrable responsibility of the LTO during commercial timber operations). If the bidder wishes to conduct the pile-burning, the following provisions shall apply:
 - a. Hand piles shall not exceed 8x8x8 feet and shall be created in areas where they do not pose a threat of igniting residual overstory trees or infrastructure. Contractor may build feeder piles in areas where there is too much vegetation to restrict to a 8x8x8 ft pile. Feeder piles shall be neatly stacked in windrows with the butt end of limbs piled on one side.
 - b. Operator shall have and follow a Burn Plan.
 - c. Piles shall be built and burned according to the provisions of the Forest Practice Rules (14 CCR 937 et seq.) and all other applicable laws, rules, and regulations.
 - d. Piles shall be created in areas where they do not pose a threat of igniting residual overstory trees or infrastructure.
 - e. Burning shall only occur with relative humidity is $\geq 40\%$.

- f. Piles shall be adequately covered to ensure successful burning (except for landing piles).
 - g. Mechanical piling shall be done with a brush rake, grapple or bucket/thumb, not use of a blade, in order to minimize soil in the piles. Piles shall be compact, dirt free, and piled in such a manner that will allow them to burn completely.
 - h. During burning of landing piles, an excavator or dozer shall be present to tend the piles and a water truck is recommended.
 - i. To promote successful consumption, piles should not be built such that large material is predominantly on the outside of the piles.
 - j. No piles shall be built within a WLPZ or ELZ of a watercourse, lake, or spring.
 - k. Burning shall not occur during severe fire weather alerts, red flag warnings, or on No Burn days.
 - l. Piles shall be burned to the standard of at least 90% consumption.
 - m. All piles shall be constructed in a manner that will ensure the above consumption standard no matter what time of year they are burned.
 - n. Slash that causes large air spaces in piles shall be cut to eliminate air spaces.
 - o. Each pile shall include an ignition area of small sized slash (small branches less than ¼ to ½ inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.
- D. The following standards are applicable to all project areas and treatment types:
1. Slash debris shall not exceed 30 inches resting height above the ground. Scattered pieces may be left for soil cover and wildlife needs. Mastication will be allowed on slopes up to 50%. Use of a tethered masticator on slopes greater than 50% may be allowed (must meet the standard for “tethered” as defined in 14 CCR 895.1.) Performance measures for mastication are to process trees up to 14” dbh and brush to a height from ground level not to exceed 6 inches, such that the vegetation is cut or broken into small pieces, generally no greater than 18” in length. A certain amount of secondary processing may be necessary to eliminate larger pieces of fuel.
 2. Stump heights shall not exceed 12’ on the uphill side.
 3. Roads used for commercial haul will be satisfactorily treated for dust abatement under dry road conditions.

BEST MANAGEMENT PRACTICES (Standard Operating Procedures)

Standard Best Management practices established in the CA Forest Practice Rules will govern operations. Watercourse protection, wildlife habitat evidence, potential cultural resources, and any other natural resource protection will be protected and fuel treatment practices will align with CA Forest Practices Act, even in units where there is no commercial byproduct whatsoever.

**EXHIBIT B:
Seneca Block Inventory (MBF and Green Tons)**

General Notes and Assumptions:

*Please Note: all submerchantable weights include conifer trees <11.0 inches DBH and all Hardwoods from 4 inches DBH to 30 inches DBH

VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, bidders are urged to examine the project areas and make their own estimates. Furthermore, prospective bidders warrant that they have performed a thorough inspection of project areas including their own quantity estimates as to acreage, board foot volume per acre, and tons per acre. Bidders also acknowledge this is a post fire salvage operation with advanced deterioration given the 16 months post fire start date.

Grouping of Units into Slope Categorization

The Seneca Block project has a variety of slope steepness carrying commercial timber. It is the intent of this writing in this section to better quantify units into two slope categorizations to make bidding less complex and simpler. Thus, the two categories:

Moderate Slope:

- Broad slope range: 0% - 60%
- Focused or most common range: majority of acreage is in the range: 15% - 40%

Steep Slope:

- Broad slope range: 30% - 65%
- Focused or most common range: majority of acreage is in the range: 40% - 55%

Smailes Project

- Last harvest was in 2013 (2012 Chips Fire – salvage logged) on 220 acres
- Last green harvest was in 2002 (sawlog & biomass operation)
- Mixed burn severity with a majority of acreage being severe burn severity
- Moderate to steep sloped
- Emergency Notice in prep stage
- Commercial haul permits on US Forest Service system roads have been submitted to the Mt Hough RD. Permits should be received in early December.

Table 1. Fire-Killed Timber Volume (MBF & Tons) by Unit

Unit	Product	Acreage	Avg. Sawlog Volume/Acre MBF	Sawlog Total Volume per Unit MBF	Avg. Green Tons/Acre	Total Green Tons per Unit	Slope Category (Moderate or Steep)	Recommended Logging Method (Tractor or Skyline)
1	Sawlog	101	5.35	540	22.0	2222	M	T
	Submerch	101			9.2	929		
Totals					31.2	3151		
1A	Sawlog	11.6	3.87	45	16.0	186	M	T
	Submerch	11.6			9.3	108		
Totals					25.3	294		
2	Sawlog	31.9	3.17	101	25.3	807	M	T
	Submerch	31.9			13.9	443		
Totals					39.2	1250		
2A	Sawlog	8.1	2.10	17	8.4	68	S	S
	Submerch	8.1			6.7	54		
Totals					15.1	122		
3	Sawlog	81.2	4.82	391	19.3	1567	S	T
	Submerch	81.2			14.8	1202		
Totals					34.1	2769		
4	Sawlog	29.5	8.05	239	32.2	950	M	T
	Submerch	29.5			10.9	322		
Totals					43.1	1272		
5	Sawlog	23.2	4.38	102	17.5	406	S	S
	Submerch	23.2			14.7	341		
Totals					32.2	747		
6	Sawlog	34.8	4.76	166	19.0	661	S	S
	Submerch	34.8			16.4	571		
Totals					35.4	1232		
6A	Sawlog	8.7	1.37	12	5.5	48	S	S
	Submerch	8.7			2.4	21		
Totals					7.9	69		
6B	Sawlog	9.8	1.37	13	5.5	54	M	T
	Submerch	9.8			2.4	24		
Totals					7.9	78		
6C	Sawlog	29.0	6.15	178	24.6	713	M	T
	Submerch	29.0			24.5	710		
Totals					49.1	1423		
6D	Sawlog	20.0	3.76	75	15.0	300	S	S
	Submerch	20.0			10.4	208		
Totals					25.4	508		
7	Sawlog	59.5	4.8	285	19.2	1142	M	T
	Submerch	59.5			9.3	553		
Totals					28.5	1695		
Grand Totals		448.3 Ac	4.83MBF/Ac	2164 MBF	32.5 GT/Ac	14610 GT		

Table 2. Volume/Tons by Slope Categorization (Moderate/Steep)

Slope Category	Unit	Acreage	Avg. Sawlog Volume/Acre MBF	Sawlog Total Volume per Unit MBF	Avg. Green Tons/Acre	Total Green Tons per Unit
Moderate	1	101	5.35	540	31.2	3151
	1A	11.6	3.87	45	25.3	294
	2	31.9	3.17	101	39.2	1250
	4	29.5	8.05	239	43.1	1272
	6B	9.8	1.37	13	7.9	78
	6C	29.0	6.15	178	49.1	1423
	7	59.5	4.80	285	19.2	1142
		272 Ac.	5.15MBF/Ac.	1401 MBF	31.7 GT/Ac.	8610 GT
Steep	2A	8.1	2.10	17	15.1	122
	*3	81.2	4.82	391	34.1	2769
	5	23.2	4.38	102	32.2	747
	6	34.8	4.76	166	35.4	1232
	6A	8.7	1.37	12	7.9	69
	6D	20.0	3.76	75	25.4	508
		176 Ac.	4.33MBF/Ac.	763 MBF	30.9 GT/Ac.	5447 GT

* Please Note: Unit 3 is Tractor Log

Table 3. Net Volume (MBF) by Species (SMAILES) >12.0" DBH

	PP	SP	WF	DF	IC	Total
All Units 448 Acres	218	69	288	1428	161	2164

Davies Project

- This project has an approved Emergency Notice allowing salvage harvest on 15.6 acres
- No logging on this property since a selective cut in the early 1970's
- High severity burn on the majority of property
- Moderate slope

Table 4. Fire-Killed Timber Volume (MBF & Tons) by Unit

Unit	Product	Acreage	Avg. Sawlog Volume/Acre MBF	Sawlog Total Volume per Unit MBF	Avg. Green Tons/Acre	Total Green Tons per Unit	Slope Category (Moderate or Steep)	Recommended Logging Method (Tractor or Skyline)
1 (EN Harvest Area)	Sawlog	15.6	33	515	125	1950	M	T
	Submerch	15.6			9	140		
Totals					134	2090		

Non-EN Treat Area	Sawlog	7.0	33	231	125	875	M	T
	Submerch	7.0			9	63		
Totals					134	938		
		7 Ac.	33 MBF/Ac	746 MBF	134 GT/Ac	3028 GT	M	T

Table 5. Net Volume (MBF) by Species (DAVIES) >12.0" DBH

	PP	SP	WF	DF	IC	Total
EN Area 15.6 Acres	112	46	2	269	86	515

Pensco Trust Project

- No logging on project for last 50 years
- Emergency Notice in prep stage
- Flat terrain
- High severity burn on majority of property
- Site of historic Gin Mill Bar

Table 6. Fire-Killed Timber Volume (MBF & Tons) by Unit

Unit	Product	Acreage	Avg. Sawlog Volume/Acre MBF	Sawlog Total Volume per Unit MBF	Avg. Green Tons/Acre	Total Green Tons per Unit	Slope Category (Moderate or Steep)	Recommended Logging Method (Tractor or Skyline)
1	Sawlog	9	16.09	144	64	576	M	T
	Submerch	9			11.1	100		
Totals		9 Ac.	16.09 MBF/Ac.	144 MBF	75.1 GT/Ac	676 GT	M	T

Table 5. Net Volume (MBF) by Species (PENSCO) >12.0" DBH

	PP	SP	WF	DF	IC	Total
Project Area 9.0 Acres	0	0	0	104	8	112

Preim Project

- No logging history
- Steep sloped
- Emergency Notice in prep stage
- Mixed burn severity
- Tractor and Helicopter log

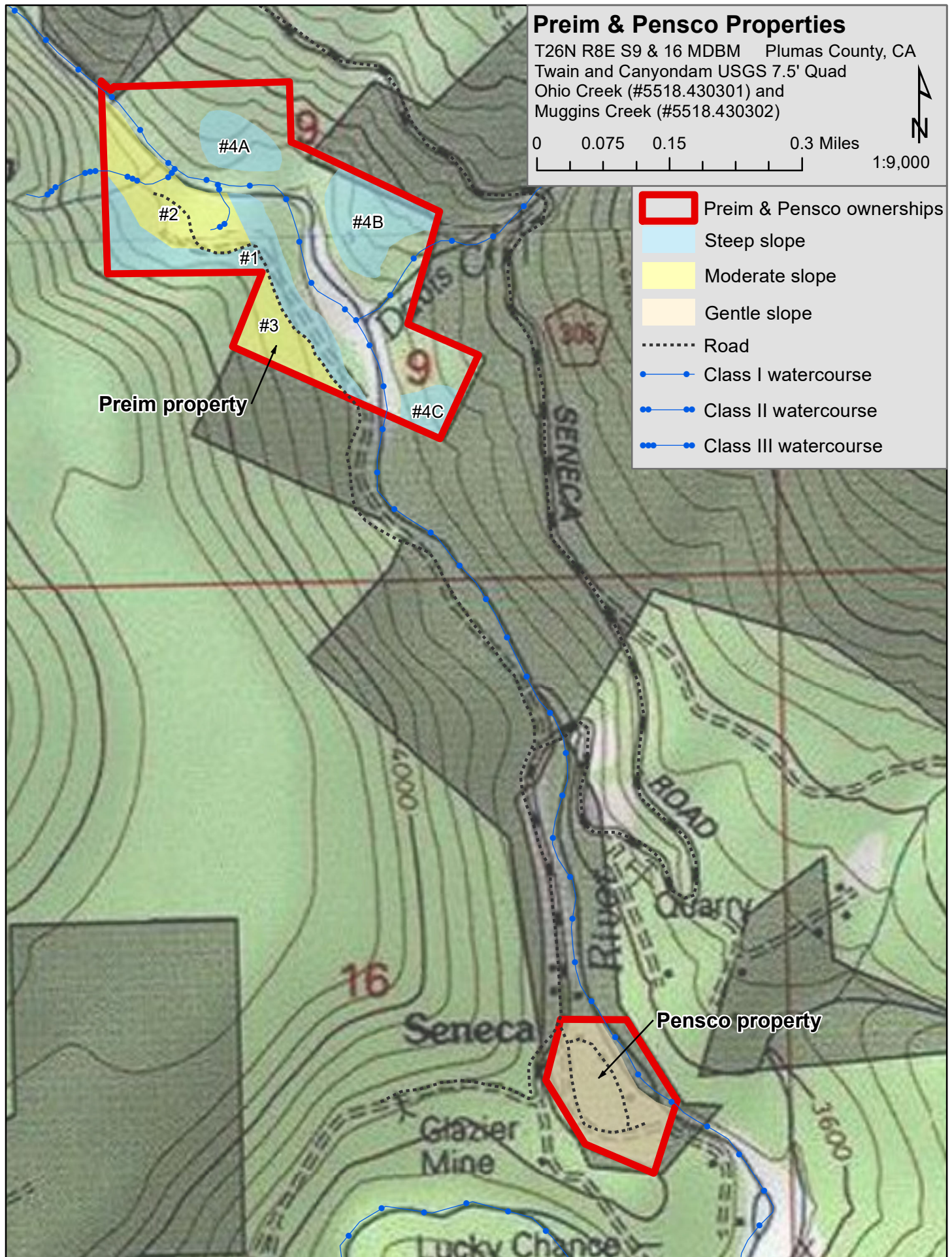
Table 7. Fire-Killed Timber Volume (MBF & Tons) by Unit

Unit	Product	Acreage	Avg. Sawlog Volume/Acre MBF	Sawlog Total Volume per Unit MBF	Avg. Green Tons/Acre	Total Green Tons per Unit	Slope Category (Moderate or Steep)	Recommended Logging Method (Tractor, Helicopter or Skyline)
1	Sawlog	9	16	144	64	576	S	S/H
	Submerch	9			18.5	166		
Totals					82.5	742		
2	Sawlog	8	21.5	172	86	688	M	T
	Submerch	8			12.3	98		
Totals					98.3	786		
3	Sawlog	4	11.1	44	44.4	177	M	H
	Submerch	4			20.2	81		
Totals					64.6	258		
4A	Sawlog	3	11.1	33	44.4	133	S	H
	Submerch	3			20.2	61		
Totals					64.6	194		
4B	Sawlog	8	11.1	89	44.4	355	S	H
	Submerch	8			20.2	162		
Totals					64.6	517		
4C	Sawlog	3	11.1	33	44.4	133	S	H
	Submerch	3			20.2	61		
Totals					64.6	194		
Totals		35 Ac.	14.7 MBF/Ac	515 MBF	77 GT/Ac	2497GT		

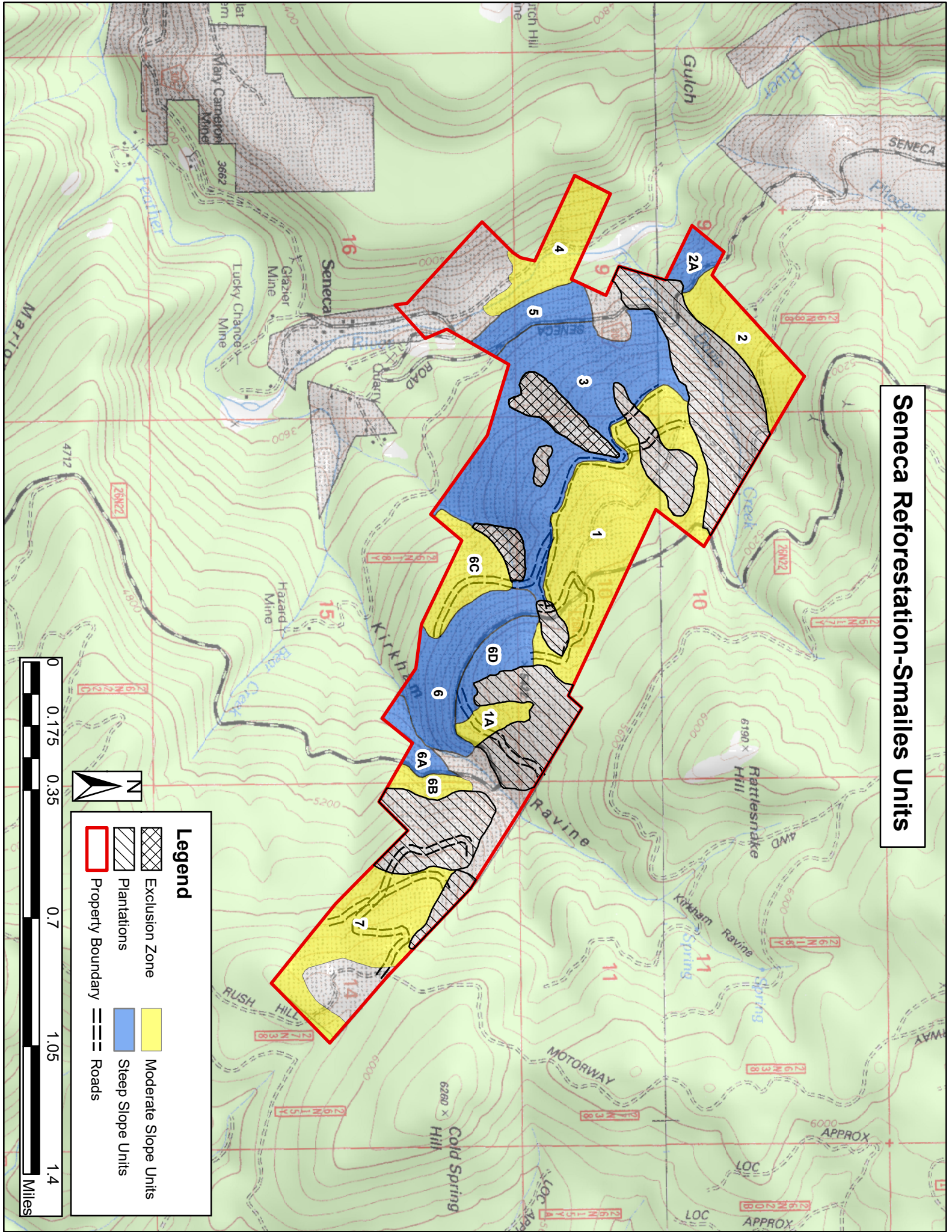
Table 8. Net Volume (MBF) by Species (PREIM) >12.0" DBH

	PP	SP	WF	DF	IC	Total
Project Area 35 Acres	86	23	33	463	60	665

EXHIBIT C: MAPS



Seneca Reforestation-Smailes Units



Legend

- Exclusion Zone
- Plantations
- Property Boundary
- Moderate Slope Units
- Steep Slope Units
- Roads



EXHIBIT D: SAMPLE CONTRACT



FEATHER RIVER
RESOURCE CONSERVATION DISTRICT

CONTRACT FOR SERVICES BETWEEN

FEATHER RIVER RESOURCE CONSERVATION DISTRICT

And

“CONTRACTOR”

This Agreement is made and entered into as this **DATE**:

RECITALS

WHEREAS, District wishes to obtain specialized services, as authorized by Government Code section 31000, in order to complete the following project in Plumas County: Seneca Wildfire Restoration.

WHEREAS, Contractor is willing to provide such specialized services and will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the completion of the Project to RCD under the terms and conditions set forth herein;

WHEREAS, Contractor will commence the work required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED**.

WHEREAS, Contractor agrees to perform all of the **WORK** described in the contract **DOCUMENTS** and comply with the terms therein at the unit rates shown on the **PROPOSAL** schedule.

TERMS

The parties to this Agreement are the Feather River Resource Conservation District with its principle place of business being located at 422 N Mill Creek, Quincy California 95971 (hereafter referred to as “District”), and (Contractor) (hereafter referred to Contractor).

The Contractor is defined as the company and its employees, officers, administrators, supervisors, mechanics, laborers, and all other parties required to maintain this place of employment under the scope of work. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

NOW, THEREFORE, District hereby engages the services of **CONTRACTOR**, and **CONTRACTOR** agrees to serve District in accordance with the terms and conditions set forth herein:

1. PROJECT DESCRIPTION

The Dixie Fire ignited on July 13th 2021, eventually burning 963,309 acres in Plumas, Butte, Lassen and Tehama Counties. The fire caused significant damage and the destruction of communities and homes. The Indian Valley Wildfire Recovery – Seneca Project (hereinafter “Seneca Project”). The scope of these impacts necessitates large scale recovery efforts towards those most impacted. The Seneca Project will remove or chip dead standing trees, brush, downed woody debris to the extent that the project area is prepared for reforestation.

The Seneca Project consists of **515 acres** of forest owned by a collective four private non-industrial forest landowners.

The project objectives are to substantially reduce or eliminate the threat of fire killed trees within the project boundary. Trees will be treated utilizing a variety of methods including but not limited to:

- Felling fire killed trees with chainsaws and/or feller bunchers
- Helicopter, high-lead cable, or tethered equipment
- Felling and yarding large commercial size trees greater than 12” DBH and cull material to decking areas or landings using conventional ground-based equipment generally on contiguous slopes less than 50%. Ground based equipment may be able to operate on short pitches of up to 50% where material can be endlined or grappled with minimal soil disturbance. Aerial systems, tethered equipment, helicopter or high lead cable will be reserved for slopes generally over 50% and terrain inaccessible by conventional means.
- All small fire killed trees up to 14” DBH shall be felled and removed, chipped on site, piled for burning (burning is optional except where required by the CA Forest Practice Rules), or lopped and scattered (slopes >50%) to reduce hazardous fuels.
- Large unutilized material 16” large end and 10’ in length shall be removed, broadcast chipped, piled for burning (burning is optional), or masticated

OPERATING SEASON: Normal operating season runs from May through November. Contract termination date is 11/14/2023. Contract extension may be granted by FRRCD if specified conditions have been met.

OPERATING PLANS: The contractor must submit a General Operating Plan to the FRRCD for approval before Operations begin. The plan must show how the contractor plans to complete the contract by termination date. In addition to the general operating schedule, the contractor must submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for implementation. The successful proposer/s may remove commercial material to lumber mills or other alternate markets such as chip and biomass facilities, provided there is agreement and approval by FRRCD on accountability procedures commonly used such as third-party scalers or weight scales.

SALE OF LOGS AND CHIPS: Funding for this project comes from the California Department of Forestry and Fire protection “Forest Health” grant program. The Forest Health grant program is a non-commercial grant program, and all revenue earned through sales of logs and chips must be returned directly to the program or used to defray the costs of operations (i.e., contractor will receive and retain delivered log values to defray costs of operation).

The Contractor may sell or arrange for the purchase of wood fiber (saw logs, biomass chips, and/or firewood) removed from the property. All merchantable wood fiber usable material (i.e. saw logs biomass, chips and firewood) removed from property shall be sold to defray the costs of the project.

Value of products may be used to offset proposals for service work on the ground and transportation cost to markets. Legal ownership and title of merchantable usable wood fiber material resulting from the project shall be vested with the Contractor. Landowner will not receive any compensation from the sale of wood fiber. The Contractor will be responsible for the California Timber Yield Tax; if/when any wood fiber is sold. Load receipts and sequentially-numbered trip tickets will be submitted to Feather River Resource Conservation District as proof of delivery.

2. PROJECT LOCATION

Attached maps show the location of units to be treated. The project area is located in Plumas County, CA near the community of Seneca. Roads within the project area are generally accessible between the months of May through November. Some high clearance vehicles may be necessary

3. SERVICES AND PRICES

CLIN: CONTRACT LINE ITEM NUMBER

CLIN	DESCRIPTION	ACRES	UNIT PRICE	Unit Price If No Commercial Sale of Products	TOTAL
1	<p>Smailes - Mechanical Site Prep: Moderate Slope Units *Broad slope range 0-60% *Focused slope range 15-40% *Units 1,1A,2,4,6B,6C,7 *Please refer to treatment specifications</p>	272	\$	\$	\$
2	<p>Smailes - Mechanical Site Prep: Steep Slope Units *Broad slope range 30-65% *Focused slope range 40-55% *Units 2A,3,5,6,6A,6D *For slopes >50% Please refer to treatment specifications</p>	176			
3	<p>Davies Property- Mechanical Site Prep: Moderate Slope Units *Broad slope range 0-55% *Focused slope range 8-45% *Please refer to treatment specifications *Please note that 16 acres of this property is covered by an approved Emergency Notice; the remaining 7 acres will require non-commercial treatment</p>	23			

4	Pensco Property - Mechanical Site Prep: Moderate Slope Unit *Broad slope range 0-15% *Focused slope range 0-10% *Please refer to treatment specifications	9			
5	Preim Property- Mechanical Site Prep: Moderate Slope Units *Broad slope range 0-55% *Focused slope range 20-50% *Unit 2 *Please refer to treatment specifications	12			
6	Preim Property- Mechanical Site Prep: Steep Slope Units *Broad slope range 0-75% *Focused slope range 28-60% *Unit 1 & 3 *For slopes >50% Please refer to treatment specifications	23			
PROJECT TOTAL		515			

SENECA PROJECT TREATMENT SPECIFICATIONS

Production is imperative to the success of this operation. Contractor must maintain and demonstrate a consistent production of salvage logging and surface treatments. Additionally, it is equally imperative that operations commence at the targeted start date due to rapidly deteriorating wood fiber conditions

A. Commercial Operations Sawlogs:

In accordance to the California Forest Practice Act:

1. Fell with chainsaw, shears, or hot saw trees merchantable as sawlogs (generally greater than 12” DBH) and greater than 10 feet in height. Trees to be cut will be fire-killed or trees that have been marked for predicted mortality under the supervision of project Registered Professional Forester (RPF) and under the conditions of the Cal Fire Emergency Notice.
2. Skid felled timber to landing by skidder, tractor, yarder, tethered equipment, or helicopter. Effort will be made to avoid surviving green trees. Unless otherwise agreed, all material including existing down logs greater than 10 feet in length, shall be removed from unit and decked at landing.
3. Remove all sawlogs from landing to commercial wood processing facility. Landing cull and undersized woody material shall be chipped and treated under “B”, following.

B. Commercial Operations Submerchantable Woody Material:

In accordance to the California Forest Practice Act:

1. Where practical, fell with chainsaw, shears, or hot saw trees unmerchantable as sawlogs (generally less than 12 inches DBH). Trees to be cut will be fire-killed or trees that have predicted

mortality under the supervision of project Registered Professional Forester (RPF) and under the conditions of the Cal Fire Emergency Notice.

2. Skid felled submerchantable timber to landing by skidder, tractor. Effort will be made to avoid surviving green trees.
3. In the event no market exists for the product or materials produced under this subsection B, all material produced shall be treated as specified under Section C, below.

C. Fire-killed Tree Removal with No Commercial Harvest Operation.

The intent of site preparation in this contract is to clear the project areas of all fire-killed woody material in preparation for herbicide spraying followed by planting conifer stock. Should there be no opportunity for a wood processing facility to take fire-killed timber or chips, the following will apply:

1. Site prep all project areas by treating all standing fire-killed trees greater than 4-inch DBH to meet the following minimum standards. The bidder will clearly describe their methods to reach the following standards in their proposal.
2. On slopes where heavy equipment is permitted for use per the Forest Practice Rules (FPR) (14 CCR 934.2(f) et seq.):
 - a. Felling: hand fell and/or mechanical fell (feller buncher) all standing fire killed trees > 4-inch DBH.
 - b. Skidding/Bunching: skid all felled woody material by skidder or tractor to landing or tractor pile in unit - preference will be to skid felled material to landing. Locations of tractor-piling shall be as agreed with the RPF.
 - c. Disposal: decked material in landing will be either chipped, removed from the site, burned, masticated, or a combination thereof upon agreement of RPF and the District.. Decked material outside of landing (within cutting unit) will be burned.
3. On slopes where heavy equipment is NOT permitted for use per the FPRs the following treatment will be required:
 - a. Felling: Hand-fell (or fell with tethered equipment) standing fire-killed trees greater than 4" DBH. Large trees (generally greater than 12" DBH) shall be limbed after felling. Large trees shall not be left in a "jack-strawed" condition and must be felled and/or bucked such that the entire length of each segment is in contact with the ground.
 - b. Disposal on Preim property: Lop and scatter all slash to a 30" maximum height above the ground.
 - c. Disposal on all other properties shall consist of either
 - i. lop and scatter all slash to a 30" maximum height above the ground or
 - ii. Hand-pile felled small woody material (preferred option) according to the following specifications
 1. Diameter: 2" diameter small end up to a 9" diameter large end
 2. Length: Logs 3 ft. and greater in length shall be cut to manageable size and piled for burning.
4. The bidder shall state whether or not their bid includes burning of piles created outside of commercial timber operations (slash disposal is a non-transferrable responsibility of the LTO during commercial timber operations). If the bidder wishes to conduct the pile-burning, the following provisions shall apply:
 - a. Hand piles shall not exceed 8x8x8 feet and shall be created in areas where they do not pose a threat of igniting residual overstory trees or infrastructure. Contractor may build feeder piles in areas where there is too much vegetation to restrict to a 8x8x8 ft pile. Feeder piles shall be neatly stacked in windrows with the butt end of limbs piled on one side.

- b. Operator shall have and follow a Burn Plan.
 - c. Piles shall be built and burned according to the provisions of the Forest Practice Rules (14 CCR 937 et seq.) and all other applicable laws, rules, and regulations.
 - d. Piles shall be created in areas where they do not pose a threat of igniting residual overstory trees or infrastructure.
 - e. Burning shall only occur with relative humidity is $\geq 40\%$.
 - f. Piles shall be adequately covered to ensure successful burning (except for landing piles).
 - g. Mechanical piling shall be done with a brush rake, grapple or bucket/thumb, not use of a blade, in order to minimize soil in the piles. Piles shall be compact, dirt free, and piled in such a manner that will allow them to burn completely.
 - h. During burning of landing piles, an excavator or dozer shall be present to tend the piles and a water truck is recommended.
 - i. To promote successful consumption, piles should not be built such that large material is predominantly on the outside of the piles.
 - j. No piles shall be built within a WLPZ or ELZ of a watercourse, lake, or spring.
 - k. Burning shall not occur during severe fire weather alerts, red flag warnings, or on No Burn days.
 - l. Piles shall be burned to the standard of at least 90% consumption.
 - m. All piles shall be constructed in a manner that will ensure the above consumption standard no matter what time of year they are burned.
 - n. Slash that causes large air spaces in piles shall be cut to eliminate air spaces.
 - o. Each pile shall include an ignition area of small sized slash (small branches less than $\frac{1}{4}$ to $\frac{1}{2}$ inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.
- D. The following standards are applicable to all project areas and treatment types:
- 1. Slash debris shall not exceed 30 inches resting height above the ground. Scattered pieces may be left for soil cover and wildlife needs. Mastication will be allowed on slopes up to 50%. Use of a tethered masticator on slopes greater than 50% may be allowed (must meet the standard for “tethered” as defined in 14 CCR 895.1.) Performance measures for mastication are to process trees up to 14” dbh and brush to a height from ground level not to exceed 6 inches, such that the vegetation is cut or broken into small pieces, generally no greater than 18” in length. A certain amount of secondary processing may be necessary to eliminate larger pieces of fuel.
 - 2. Stump heights shall not exceed 12’ on the uphill side.
 - 3. Roads used for commercial haul will be satisfactorily treated for dust abatement under dry road conditions.

BEST MANAGEMENT PRACTICES (Standard Operating Procedures)

Standard Best Management practices established in the CA Forest Practice Rules will govern operations.

Watercourse protection, wildlife habitat evidence, potential cultural resources, and any other natural resource protection will be protected and fuel treatment practices will align with CA Forest Practices Act, even in units where there is no commercial byproduct whatsoever.

ESTIMATED START DATE & CONTRACT TIME

Start: Estimated start date is **Spring 2023** for all contract line items. depending on date of award and unit conditions.

Time: The period of performance will be 365 days from the date of issuance of Notice to Proceed for each Contract Item (365 Calendar days).

4. RESTRICTIONS ON WORK

Work may be performed at any time during the period of the contract, except as outlined here. Nothing in this part shall be construed to take away any of the District's rights under the Suspension of Work Clause (29.14). Restrictions are as follows:

1. All work shall be performed in accordance with the operational requirements of the California Forest Practice Act (FPA) (PRC §4500, et seq; and 14 CCR §895, et seq).
2. In accordance with the fire plan
3. When the Contracting Officer (or designated representative) determines that adverse weather has made access too dangerous or that continued vehicular travel would cause unacceptable road damage. , defined as causing ruts greater than ½ inch in depth on the road surface.
4. Wet weather soil restrictions shall apply. Wet weather restriction determinations will be made by the responsible RPF in accordance with applicable FPA rules.

The RPF shall determine when operations are allowable due to soil moisture conditions. This is necessary to avoid operations on saturated soils.

5. CONTRACTOR FURNISHED EQUIPMENT:

The Contractor shall provide everything--including, but not limited to, all equipment, supplies, transportation, labor, and supervision--necessary to complete the project, except for that which the contract clearly states is to be furnished by the District.

All equipment used within the contract stands shall be in such mechanical condition and of an appropriate type to meet with the requirements of the work and to produce and maintain a satisfactory quality of work. All equipment used will meet or exceed OSHA specifications.

6. DISTRICT FURINSHED PROPERTY

None

7. DEFINITIONS

The following terms are defined for this contract:

Competing Vegetation: Refers to any of several woody shrubs that are potential competitors to existing live trees or future plantation trees, e.g. whitethorn, manzanita, chinquapin.

Damaged Tree: Any injury caused by the contractor's performance of work exposing the cambium (i.e. the bole, cut limbs in the upper 50% of the tree, cut tops) and/or any conifer buried or partially buried by soil, rock, humus, litter, or slash. Potential leave trees which are uprooted are also considered damaged trees. Burned trees with less than 10% live crown or damaged sufficiently to pose a safety hazard are also considered damaged trees.

DBH: Diameter at Breast Height (4 ½ feet above the ground, measured on the uphill side).

Down Woody Material: Any piece(s) of dead woody material, including freshly cut material, dead boles, limbs, and large root masses, on the ground.

Effective Ground Cover: Any material on or near the soil surface that protects the soil against the erosive action of raindrops and overland flow (e.g., loose surface stones, duff, vegetative material, woody debris, leave trees, stumps, snags, down logs).

Hardwood: A tree with broad leaves rather than needles (e.g., black oak, aspen, maple, dogwood, elderberry, ash).

Large Down Woody Material: Any log 10 feet long and 18 inches diameter at the mid- point on the ground, regardless of its state of decomposition.

Leave Tree: Regardless of size, ALL live hardwoods and any live conifer with >10% green crown remaining which do not pose a threat to safety. This includes naturals and saplings extant from previous reforestation treatments.

Logging Price: The price to be paid Contractor for falling, yarding, loading and hauling commercial logs and biomass chips to the purchasing facility.

Logging Road: Shall be defined as set forth in the Forest Practice Rules, 14 CCR 895.1

Slash: The woody residue left on the ground after logging or accumulating as a result of natural or other human activities.

Snag: Any standing dead tree greater than 15 inches DBH and 10 feet tall.

Tractor Road (Skid Road): Shall be defined as set forth in the Forest Practice Rules, 14 CCR 895.1

Windrow: A line of woody material and pulled vegetation heaped to form rows.

8. SPECIFIC WORK REQUIREMENTS

BEST MANAGEMENT PRACTICES (Standard Operating Procedures)

Standard Best Management practices established in the CA Forest Practice Rules will govern operations. Watercourse protection, wildlife habitat evidence, potential cultural resources, and any other natural resource protection will be protected and fuel treatment practices will align with CA Forest Practices Act, even in units where there is no commercial byproduct whatsoever.

9. PUBLIC SAFETY

Warning signs shall be posted at the edge of the unit while working in order to alert oncoming traffic of the safety hazards associated with this operation.

10. ROAD MAINTENANCE AND EROSION CONTROL

All roads shown on contract maps shall be left in the original condition existing prior to the commencement of work on this contract. Roads which do not appear on contract maps as well as roads opened by the Contractor for their use shall be considered temporary and be blocked at conclusion of the work being performed. The contractor shall install water bars on tractor/skid roads and logging roads as specified in the Forest Practice Rules (14 CCR 934.6). Any water bars in skid trails disturbed by the Contractor's operations shall be restored to the condition prior to damage, at the Contractor's expense. Slash may not be left in the logging roads, as this would pose a traffic hazard.

11. INSPECTION AND ACCEPTANCE

Work on individual units may be accepted following the final inspection by the responsible RPF or designee.

12. PREWORK

Pre-work conference. Before work begins on service contracts, a pre-work conference will be held to discuss the contract--especially the specifications, labor provisions, plan of work, and selected standard clauses. The pre-work meeting should be attended each year/for each contract item by an officer of the Contractor or someone designated in writing to act on behalf of the Contractor. The pre-work meeting may be waived at the discretion of the Contracting Officer.

Notice to Proceed.

No work may begin on this contract until the Contracting Officer has issued a Notice to Proceed.

13. WORK TIMING

The Contractor shall begin work within five (5) calendar days after the effective date of the Notice

to Proceed, which will be issued for individual contract items/years, and shall prosecute the work at a rate that will result in completion of all work within the following time frame:

Item No.	Estimated Start Work Date	Contract Time (Calendar Days)
1	April 15, 2023	365 days
2	April 15, 2023	365 days
3	April 15, 2023	365 days

Failure to begin work on schedule will make the contract subject to immediate termination for default.

Delays due to normal adverse weather, weekends, and holidays have been included in the calculation of contract time. The District reserves the right to set the priority of items or subitems.

If this contract has more than one numbered item, award of more than one item to one contractor will not change the start work dates or the amount of contract time; times will run concurrently.

14.WINTER SHUTDOWN

When winter weather sets in and the continuation of work is impractical or may result in excessive damage to roads or other forest resources, the Contracting Officer may authorize a total suspension until such time as work can proceed. During the period of total suspension, the calendar days elapsed will not be charged against the contract time.

15.EMERGENCIES

Fire Plan Fire Plan Requirement

On days of Project Activity Level (PAL) “Ev” and at any time a burning permit is required by the State of California, Contractor shall be in compliance with the fire prevention requirements of the Forest Practice Rules (14 CCR 938, et seq), including without limitation a tractor or other equipment with a blade capable of constructing fire line, as well as water tender with a capacity of at least 500 gallons of water equipped with fire hose and fire fighting tools, which must be located within ¼ mile of the operating equipment.

[X] See Attached Fire Plan

Area of Responsibility for Fire. Unless otherwise noted elsewhere in the contract, the Fire Plan defines the limits of a contractor's area of responsibility for fire.

16.SUPERINTENDENCE BY CONTRACTOR

The name, contact information, and the specific authorities of the Contractors foreman or superintendent must be designated in writing to the Contracting Officer. The Contractor may

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

17.ARCHAEOLOGICAL AND HISTORIC SITES

Location of known archaeological, historic, or pre-historic materials--such as Amerind artifacts and/or historic mining, logging, or fur trapping remains protected by the American Antiquities Act (16 USC 433) and the California Forest Practice Act and Rules(14 CCR 949, et seq) shall be identified for the contractor before work commences. No such location shall be disturbed by Contractors operations.

18.SPILL PLAN

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare and implement a Spill Prevention and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. The Contractor under the direction of the Contracting Officer, or in the absence of said officer, acting independently, shall immediately take action to contain and clean up, without expense to the District, all petroleum products spills on or in the vicinity of the project which are caused by the Contractor's employees directly or indirectly as a result of contract operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the District for the containment and cleanup of petroleum products spills caused by Contractor's employees or resulting from contract operations. The Contractor shall immediately report all petroleum products spills to the Contracting Officer.

19.EQUIPMENT CLEANING

All off-road equipment used on this project shall be washed before moving into the project area so that the equipment is free of soil, seeds, vegetative material, or other debris that could contain or hold seeds of noxious weeds. "Off-road equipment" includes all ATVs and UTVs, logging and construction equipment and such brushing equipment as brush hogs, masticators, and chippers; it does not include log trucks, chip vans, service vehicles, water trucks, pickup trucks, and similar vehicles not intended for off-road use.

Equipment will be considered clean when visual inspection does not reveal soil, seeds, plant material, or other such debris. Disassembly of equipment components or specialized inspection equipment is not required.

20.EMPLOYMENT OF ELIGIBLE WORKERS

- a) Labor standards for contracts involving H-2B workers or migrant and seasonal agricultural workers

1. General

This contract is subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at <http://www.dol.gov/whd/mspa/index.htm>.

If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required. For further information on the requirements of the H-2B program, visit OFLC's website at <http://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at <http://www.dol.gov/whd/immigration/H2BFinalRule/index.htm>.

Compliance with MSPA and the INA is a material condition of this contract. If the contractor employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the District may terminate the contract, in addition to other remedies or penalties prescribed by law.

2. Definitions

- a) **H-2B worker:** as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa ("H-2B worker") may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.
- b) **Migrant Agricultural Worker and Seasonal Agricultural Worker:** as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.
- i. A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.
 - ii. An overnight absence from the migrant workers permanent place of residence is required.
 - iii. Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:
 - Spouse
 - Children, stepchildren, or foster children
 - Parents, stepparents, or foster parents, or
 - Brothers and sisters
- c) **Farm Labor Contractor (FLC).** As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any

recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

3. Registration Requirements

- a) Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at <http://www.dol.gov/whd/regs/compliance/whdfs78.htm>. Contractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at <https://icert.doleta.gov/> or by paper application.
- b) Any contractor who meets the definition in (2.iii.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration (http://www.dol.gov/whd/forms/fts_wh530.htm). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.iii.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <http://www.dol.gov/whd/regs/compliance/whdfs49.htm>.

4. Certifications

The Contractor shall provide applicable H-2B Temporary Employment Certificate or Farm Labor Contractor Certificate as part of their representations, certifications, and acknowledgements. Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the Contracting Officer.

5. Worker Protections

a) Worker Information Posters

- i. A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.
- ii. The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.

b) Personal protective equipment

- i. 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).

- ii. Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment.
- iii. The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:
 - Head Protection
 - Hearing Protection
 - Eye/Face Protection
 - Leg Protection
 - Foot Protection
 - Hand Protection
- iv. PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.
- v. A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

Reference

<https://www.osha.gov/SLTC/personalprotectiveequipment/index.html> or
OSHA 3151-12R 2003 Personnel Protective Equipment Booklet.
(Contracting Officer – only include those applicable to your project.)

- MSPA – Forestry Working Conditions Checklist
- Manual Logging activities:
https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equip.html
- General Machine and Vehicles Logging activities:
<https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html>
- Manual Tree Planting
- Spraying
- Firefighting

- c) **Field Sanitation.** OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act.

6. Employment Requirements - Fact Sheets with relevant information may be found at <http://www.dol.gov/WHD/fact-sheets-index.htm>.

- a) Contractors employing workers in forestry related work are required to comply with

wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws found on the DOL Wage and Hour Division webpage.

- b) **Contractor Employee List.** Contractors are required to provide/maintain an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.
- c) Contractor awarded bid items must certify, in writing, that all employees working on the Seneca Project are legally permitted work in the United States.

7. Transportation

- a) The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.
- b) See Fact Sheet #50: Transportation Under MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

21. GENERAL CONDITIONS

1. Worker's Compensation Clause

Contractor agrees to comply with provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, before commencing the performance of the work under this Contract. Contractor will make its subcontractors aware of this provision and determine that they have complied with it before commencing work on the project. Volunteer laborers are exempt from the worker's compensation provision of the California Labor Code.

2. National Labor Relations Board Clause

In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure

to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board.

3. Nondiscrimination Clause

During the performance of this Contract, Contractor, its contractors, and subcontractors shall not deny the Contract's benefit to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor, its contractor, and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the regulations promulgated thereunder (California Administrative Code, Title 2 Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Section 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

Contractor, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under the Contract.

Contractor, its contractors, and subcontractors shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency, upon reasonable notice, at any time during the normal business hours, but in no case less than 24-hours' notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Agency shall require to ascertain compliance with this clause. The Contractor's signature on this contract shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

4. Hold Harmless

Contractor agrees to mutually indemnify, defend and hold harmless the District, their agents, designees or employees and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses or liability due or incident to, either in whole or in part, and whether directly or indirectly, related to the project resulting from any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the District in the performance of this contract, except all claims due to willful negligence or fraud.

5. Compliance With Laws, Regulations, Permit Requirements

Contractor shall at all times comply with, and require its contractors and subcontractors to comply with, all applicable federal and State laws, rules and regulations, permit and all applicable local ordinances, specifically including but not limited to forest practices, environmental, procurement and safety laws, rules, regulations, permits and ordinances.

6. Permit Responsibilities

The parties shall have the following responsibilities for obtaining and maintaining permits necessary for the logging operation:

- a) District: 1) Emergency Notice for Timber Operations, 2) Emergency Notification to CDFW per Fish and Game Code Section 1610; 3) Regional Water Quality Board program enrollment; 4) any permissions needed for Operator access to logging site
- b) OPERATOR: 1) Class A Licensed Timber Operator license in good standing; 2) All required licenses and permits for Commercial Vehicle Operations; 3) County or State Highway Encroachment Permit, if needed

7. Successors and Assigns

This Contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Contract or any part hereof, rights hereunder or interest herein by the Contractor shall be valid unless and until it is approved by the Landowners and made subject to such reasonable terms and conditions as the Landowners may impose.

8. Audit Requirement

Pursuant to Government Code Section 10532, the contracting parties shall be subject to the examination and audit of the State and the State Auditor General for a period of three years after final payment under this Contract with respect to all matters connected with the performance of this Contract, including but not limited to the cost of administering this Contract. All records of the Contractor shall be preserved for this purpose for at least three years after completion of the project.

9. Remedies Not Exclusive

The use by either party of any remedy specified herein for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

10. Waiver of Rights

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Contract unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Contract shall not be deemed to be a waiver with respect to any other rights or matters.

11. Warranty/Standard of Professionalism

Contractor warrants to the District that the work under this Contract shall be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices and in conformance with generally accepted professional standards prevailing at the time the work is performed so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Contract and related specifications.

12. Delivery and Retention of Records

To the extent that the District does not otherwise specifically request delivery of records or results, Contractor agrees to retain all records and results of work performed under this Contract for a period of not less than two years from the date the final invoice is accepted by the District. At the District's request, Contractor will deliver a copy of any or all original notes, investigative notes, tests, photographs, records, calculations, summaries, reports, and records produced and collected in the course of the work performed under this Contract.

13. Cancellation

The District may cancel this Contract, in part or in whole, for the Districts convenience upon 30 days written notice. In the event of cancellation, the District will pay Contractor for services satisfactorily performed prior to the effective date of cancellation. Any reports, drawings, or other documents prepared for the District prior to the effective date of such cancellation shall be delivered to the District by Contractor. The Contractor may cancel this Contract for any reason upon 30 days written notice. Contractor shall not enter into any agreements, commitments, or subcontracts which would incur significant cancellation costs without prior written approval of the District. Such written approval is a condition precedent to the payment of any cancellation charges by the District.

14. Suspension of Work

The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the District.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

15. Availability of Information

The District's duly authorized representatives shall have, during the term of the contract and for three (3) years thereafter, access at all reasonable times to all of Contractor's and its subcontractors' personnel, accounts and records of all description, including but not limited to digital and hard-copy files, pertaining to the Contract to verify or review the quantity, quality, work program and progress of the work, reimbursable costs, amounts claimed by Contractor, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes.

This provision shall apply to all contracts except those performed solely on a lump-sum basis. However, where lump-sum and time and materials work (unit price, reimbursable cost, fixed rates, etc.) are performed together, either as a part of this Contract or as separate contracts, then the above audit privilege shall also extend to the District access to all Contractor's records pertaining to all contracts including the lump-sum for assurance that the portions of the work performed on a time and materials basis are not

being charged with time, material or other units or cost which are intended to be covered by lump-sum or fixed rates, etc. provided herein, supplement hereto or in such other agreements.

Contractor's and its subcontractors' accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to the Contract and the basis for charges or allocations to the Contract.

Contractor agrees to maintain records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Per requirements of the state grant funding for this project, Contractor agrees to allow the District, or their designated representative, the right to review and to copy any records and supporting documentation pertaining to the performance of this contract. Further, Contractor shall allow the State to audit records and interview staff related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).

16. Compliance with Tax Reform Act of 1986

Contractor represents and warrants that it will withhold all taxes, if any, which are required to be withheld under applicable law with respect to payments to persons hired by Contractor who perform services for the District. Contractor shall indemnify and hold the District harmless, on an after-tax basis, for any liability incurred by the District as a result of Contractor's failure to institute any such required withholding.

17. Choice of Laws

This Contract shall be construed and interpreted in accordance with the laws of the State of California excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

18. Nonwaiver

The waiver by either party of any breach of any term, covenant, or condition contained in this Contract or any default in the performance of any obligations under this Contract shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

19. Enforceability

In the event that any of the provisions or the application of any of the provisions of this Contract are held to be illegal or invalid by a court of competent jurisdiction, District and Contractor shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions or the application of any of the provisions of this Contract shall not affect the legality or enforceability of the remaining provisions of the Contract.

20. Incidental and Consequential Damages

The District shall not be liable for incidental or consequential damages including, but not limited to, loss of profits, commitments to subcontractors, rental or lease agreement(s), and personal services contracts unless expressly authorized in writing by the District.

21. Prior Work

Services performed by Contractor pursuant to the District's authorization, but before the execution of this Contract, shall be considered as having been performed subject to the provisions of this Contract.

22. Force Majeure

Neither the District nor Contractor shall be considered in default in the performance of its obligations under this Contract, except obligations to make payments hereunder, for work previously performed to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party. In the event either party claims that performance of its obligations was prevented or delayed by any such cause, that party shall promptly notify the other parties of that fact and of the circumstances preventing or delaying performance. Such party so claiming a cause-delayed performance shall endeavor, to the extent reasonable, to remove the obstacles which preclude performance.

23. Integration

This Contract contains the entire agreement and understanding between the parties as to the subject matter of the Contract. It merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between District and Contractor, whether oral or written, and has been induced by no representations, statements, or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of this Contract.

22. PAYMENT

1. Invoices

Contractor shall submit an invoice to the District for compensation and reimbursable expenses incurred. Invoices will be submitted no more frequently than every 30 days, and no less frequently than every 90 days. Each invoice shall be broken down by contract/work items, and included for each item shall be the following information:

- Work item descriptions
- Number of units (i.e. acres) completed per work item this period
- Cost per completed unit by work item this period
- Total cost to each work item this period
- Revenue earned on log or chip sales (if any)
- Total invoice amount this period
- Total cost incurred to date

Final invoice shall be marked Final.

2. Invoice Submittal

The Contractor shall send invoices for each payment when due to:

Feather River Resource Conservation District
P.O. Box 3562
Quincy, CA 95971

Or digitally to:

Michael Hall, District Manager
mhall@fired.org

3. Payment

As full consideration for performance of the Scope of Work, the District will pay Contractor on a unit (acre) per Contract Line Item basis, in accordance with scope of work and deliverables outlined in this contract. This contract amount shall be inclusive of all taxes incurred. The District will pay the contractor for fully acceptable work at the prices bid in the bid template, less deductions for other items as identified in the contract.

Contract Release. The following supplements the Payments clause in Section I:

Before final payment will be made the Contractor shall sign a release of all claims against the District arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release.

4. Terms of Payment

Payment will be by itemized invoice. All payments will be made to Contractor, subject to District approval, within 90 days. The District shall make checks payable to the (contractor business name) and mail to:

(contractor business name and address)

23. AMENDMENTS

1. Change in Work

The District reserves the right to make such changes in scope of work as may be necessary or desirable, and any difference in scope of work and/or contract price resulting from such changes shall be agreed upon in writing by Contractor.

2. Additional Work

Before proceeding with any work involving possible claims for extra compensation not specified in the Contract, Contractor shall submit in writing to the District with a detailed breakdown and estimated cost of anticipated contract work including extensions and change orders as follows:

- Description of work to be performed including detailed breakdown by identifiable work items.
- Estimated cost of each work item by unit.
- Expected date of completion of each work item.

Contractor shall not proceed with any such additional work prior to receiving written authorization of Change Order by the District.

3. Authorization

No modification or change to this Agreement that is beyond the Scope of Work described herein shall be binding or effective unless expressly set forth in writing and signed by the District's Executive Officer.

The staff of either party to this Contract are not authorized to make modifications or changes to this Contract that are beyond the Scope of Work agreed upon. The modification or change is not effective until the District provides written approval. Contactor agrees that all costs for any such modification or change that is performed without prior written approval shall be at Contractor's sole risk and expense.

24. CONTRACTOR INSURANCE REQUIREMENTS

Contractor must hold insurance that meet the following Insurance Requirements:

Prior to rendering services, the contractor and his/her subcontractors shall acquire, and maintain during the term of this Agreement, at Contractor's sole expense:

Commercial general liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, and personal injury arising out of or relating (directly or indirectly) to Contractor's operations. Contractor's general liability insurance shall include the following coverage: broad form property damage, fire legal liability/damage, broad form contractual liability, use of contractors and subcontractors, personal injury, and completed operations. Contractor's general liability insurance shall have minimum limits of liability for all coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Property damage liability insurance endorsement, with limits of not less than \$1,000,000 per occurrence.

Auto liability insurance, covering either "any auto" or "owned, non-owned and hired autos", with limits not less than \$1,000,000 per person and per occurrence for bodily injury and \$1,000,000 per occurrence for property damage; or a policy with not less than \$1,000,000 per occurrence combined single limits for both bodily injury and property damage.

Workmen's Compensation: Contractor shall obtain and maintain in good standing Workmen's Compensation Insurance on all agents and employees and agrees to defend, hold harmless and indemnify the District, its agents, designees and employees for any and all claims arising out of an injury, disability, or death of any of Buyer's agents or employees.

Aircraft: If airplanes, helicopters, or any other aircraft are used by Operator, or by Operator's agents, employees or subcontractors in performance of services or duties under this contract, the Operator shall also provide Aircraft Liability Insurance with limits of at least \$10,000,000 Dollars combined single limit. Said Insurance shall specifically cover risks arising out of the use of aircraft in the performance of services and damage and losses which may arise from the use of said aircraft, and shall include coverage for Airport Premises Liability.

Additional Insured: All policies above shall name District (including the District's agents, designees and employees) as "additional insured" without obligation for premium payment or other obligations of a "named insured". The District shall have the same rights under the Contractor's policy as does the Contractor with regard to both defense and indemnity. Such liability insurance policy(ies) shall also be endorsed as needed (a) to provide that the insurance of Contractor is primary and that all insurance carried by the District is strictly excess and secondary and shall not contribute with the liability of Contractor or its subcontractor(s).

Waiver of Subrogation: All policies above shall also include a Waiver of Transfer of Rights of Recovery Against Others to Us (waiver of subrogation).

25. CONTRACTOR LICENSING REQUIREMENTS

Contractor or their subcontractor(s) must be a Class A Licensed Timber Operator and provide a valid license number.

26. AWARD OF CONTRACT

The District has evaluated proposals and awarded the contract resulting from this solicitation to that offeror: (1) whose proposal is technically acceptable and (2) whose technical/price relationship is the most advantageous to the District. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The District reserves the right to make price/technical trade-offs that are in the best interest and to the advantage of the District. The District may reject any or all offers if such action is determined to be in the best interest of the District.

27. CONTRACT OFFICER

Name: Michael Hall

Telephone Number: (530) 927-5299

Email: mhall@frrcd.org

28. LIST OF ATTACHMENTS

The following attachments are made a part of this contract and any resultant contract.

TITLE	DESCRIPTION
A) Bid	Price Sheet - per CLIN per acre
B) Response to Evaluation Factors	Bid Proposal Narrative
C) Maps	Vicinity Map, Unit Maps
D) Fire Plan	Fire Plan
E) District Provided Permits	Emergency Notice for Timber Operations, Emergency Notification to CDFW per Fish and Game Code Section 1610 for water drafting. Regional Water Quality Boar program enrollment for non-point source pollution
F) Inspection Sheet	Contract Specification Compliance Data Sheet
G) Equipment List	Contractor Furnished Equipment
H) Notice of Conditional Award	

30. EXECUTION

DISTRICT

_____ Michael Hall District Manager Feather River Resource Conservation District	_____ Date
---	---------------

CONTRACTOR

_____	_____	_____	_____
Name	Date	Tax ID#	
Title			
DBA			