



**FEATHER RIVER RESOURCE CONSERVATION DISTRICT
REQUEST FOR PROPOSALS**

Moonlight Fire Area Restoration Project

Mastication – Pre-Commercial Thin

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 <https://frrcd.org/opportunities/>. Feather River Resource Conservation District, hereby referred to as the District, 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**. The District 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 District.

Prospective bidders are encouraged to attend the pre-bid meeting at the project site. Attendance at the pre-bid tour is optional.

Location: Taylorsville, CA; Taylorsville Campground Parking Lot. Intersection of North Valley Road, Genesee road, Antelope road.

Date: June 25, 2025.

Time: 12:00 pm

CONTRACTING OFFICER AND REPRESENTATIVE:

CO: Michael Hall
District Manager, Feather River Resource Conservation District
mhall@frrcd.org
530.927.5299

COR: Brad Underwood
Projects Coordinator, Feather River Resource Conservation District
bunderwood@frrcd.org
530.927.5299

1. PROJECT DESCRIPTION

Purpose: The purpose of this contract is for the provision of mechanical mastication of live conifer trees for forest stand improvement of residual trees. Contractor will use an excavator mounted masticating drum head to thin conifer tree species 14" and below. Aiming for 25'-35' spacing between residual trees. An optional bid item includes installation of water bars and rolling dips for Forest Service road improvements.

Contractor may also provide related work in compliance with contract terms, specifications, and provisions. This includes furnishing labor, equipment, supervision, transportation, operating supplies, and incidentals except those items listed as District-furnished property.

This project is in collaboration with the United States Forest Service, Plumas National Forest, and the Feather River Resource Conservation District. Therefore, the project will adhere to Federal and State regulation and Best Management Practices.

2. PROJECT LOCATION

Location: The project is located on the Plumas National Forest, Mt. Hough Ranger District, near the town of Westwood, north and west of Antelope Lake. MDBM T27N R12E (many sections).

Description: All units are designated with yellow flagging. Units on Forest Service land are signed with yellow "Boundary of Contract Area" signs with project name and unit number designated.

Accessibility: All units are accessible via a combination of public (county, state, United States Forest Service) roads. Work areas may be accessible by 2-wheel drive in dry conditions, but will require 4-wheel drive during wet weather conditions. High clearance vehicles may be necessary.

Operating season: Normal operating season runs from May through November. Contract termination date is December 15, 2025. Contract extension may be granted by the District if specified conditions have been met or adverse weather conditions causes delays.

3. WORK REQUIREMENTS

The contractor shall provide labor and equipment to masticate approximately 64 acres of conifers up to 16'DBH to attain a desired minimum of 25' by 35' spacing between residual trees or patches of brush, according to the inspection standards in Exhibit A.

4. EVALUATION CRITERIA

Evaluation Criteria: Price, Technical Approach, Qualifications, Availability, Past Performance, and Community Benefit will be considered for the "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 District staff, Directors, and Forest Service staff.

Protest Procedure: Any protest concerning the rating of any proposal or award of the contract hereunder must be submitted in writing to the District Manager at 422 North Mill Creek, Quincy CA 95971 on or before 4:00 p.m. of the fifth (5th) calendar day following the District's posting the Notice of Intent to

Award the contract, listed at <https://frrcd.org/opportunities/>. 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: Any questions about this Request for Proposals shall be submitted to the following email or mailing address:

mhall@frrcd.org

Feather River Resource Conservation District

Attention Michael Hall, District Manager

P.O. Box 3562

Quincy, CA 95971

5. PROPOSAL REQUIREMENTS

The Project Map, Unit Information and Price Sheet (attch. A), Work Area maps (attch. B), PAL/Fire Plan information (attch. C), Inspection Sheet (attch. D), and bid template (attch. E) 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. Mastication: **Price per acre**. Bidders may propose different prices per unit.
3. Road Repair (water bars, rolling dips) **Price per feature**
4. Please provide your **estimated completion date**: Work must be completed by December 15, 2025.
5. Provide name, address and telephone number of your insurance carrier and the amounts and types of Insurance.
6. Technical Proposal which includes a written statement outlining technical approach, qualifications, availability, relevant past Performance, and community Benefit
7. Provide at least three references.

Please email all proposal packages to "Michael Hall" mhall@frrcd.org; by 4:30 pm July 1, 2025. The District may reject any and all proposals and re-issue this Request for Proposals. The District may waive any minor irregularities or immaterial defects in a proposal. The District reserves the right to request additional written or oral information from proposers to obtain clarification on their proposals. All proposals become the property of the District. 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 the District.

To be considered, questions must be received by the District no later than 4:30 p.m. on June 30, 2025. The District 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 at <https://frrcd.org/opportunities/>. Each proposer is solely responsible for obtaining all addenda posted on the website. The District may also direct attention to specific provisions of the Request for Proposals which cover the subject of the inquiry.

6. AWARD OF CONTRACT

The District will award 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.

7. ATTACHMENTS

TITLE	DESCRIPTION
Attch. A – Information and Specification	Specifications, Best Management Practices
Attch. B – Maps	Maps
Attch. C - Fire Plan	Fire Plan for Construction and Service Contracts
Attch. D – Inspection Sheet	Specifications for work completion
Attch. E- Bid/ Price Sheet	Bidder template

EXHIBIT A:
Information and Specifications

CLIN*	DESCRIPTION	ACRES
1	Mastication units Unit 302: 5.9 ac Unit 304: 19 ac Unit 312: 0.7 ac Unit 320: 28.7 ac Unit 321: 9.8 ac	64.1
2 (optional)	Road Repair Water Bars	

*CLIN: Contract Line-Item Number

Project Treatment Specifications

Work Item 1 – Mastication (64.1 ACRES)

Grind or masticate sapling and pole size conifer trees up to 14 inches DBH.

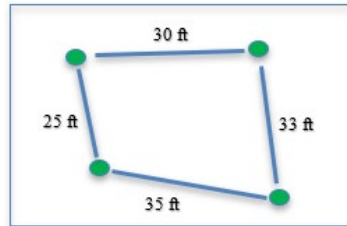
- a. After mastication, stump heights shall be no more than 6 inches high as measured on the uphill side or 6 inches above natural obstacles (e.g. logs, rocks).

Selection of Leave Trees

The contractor shall select the trees to leave. Leave trees shall generally be the healthiest and more vigorous trees in the stand, i.e., those of the tallest height, largest crown, and straightest stems that are free of structural defects (crooks, forks, dead tops, branch brooms, exposed cambium, etc.), damage due to insects (bark beetles, defoliators, etc.), disease (blister rust, dwarf mistletoe, etc.), physical and mechanical causes. If no healthy undamaged tree exists at the required spacing interval, trees with minor damage may be left. Residual trees shall not be damaged.

The Contractor shall select leave trees using the following priorities:

1. **Leave all hardwoods and sugar pines, regardless of size.**
2. Leave all conifers greater or equal to 14.1 inches DBH.
 - a. These conifers will be considered leave/crop trees and factored into the spacing guidelines
3. Select leave trees from healthy undamaged conifers and hardwoods 3.0-10.9 inches DBH as necessary to achieve average spacing of 30 by 30 feet or 25 to 35 feet between retention trees (approximately 70 trees per acre with 50 to 90 trees per acre being acceptable).
 - a. Spacing may be varied up to 50 percent to select the most desirable tree. However, spacing control, using the original guides, shall be maintained whenever possible. The number of trees shall not be materially increased or decreased.



4. Species preferred to retain are Douglas-fir > incense-cedar > Jeffrey pine > ponderosa pine > red fir > white fir.
 - a. Hardwoods can be considered crop trees if they are at least 15 feet in height with at least 2 stems over 3 inches DBH. If a hardwood is encountered, it should only be considered as a crop tree and included in spacing requirements if it is in a codominant or dominant crown position.
 - b. Douglas-fir and incense-cedar trees should be prioritized for retention if they are at least 15 feet in height and in a codominant or dominant crown position.
5. If no healthy undamaged tree exists at the required spacing interval, leave tree with minor damage.
6. If no healthy tree with minor damage exists, leave tree with no sign of disease (e.g. mistletoe).

Leave all trees with signs of active wildlife habitation or use (cavity nests, branch nests, etc.) or are signed with wildlife, superior tree, or are given special designation through identified tagging.

Selection of Cut Trees

The Contractor shall select cut trees using the following priorities:

Hardwoods and sugar pines, regardless of size, should NOT be cut.

1. Other than leave/crop trees, masticate ALL conifers (except sugar pine as noted above) less than or equal to 14" DBH
2. *Diseased Trees* - Trees infected with mistletoe in the upper half of the live crown.
3. *Crooked Trees* - Sharp crooks in the main bole which are less than 13 feet from the ground and offset more than 3 inches from the longitudinal axis.
4. *Forked Trees* - One or more forks in the live crown, or old dead or broken-out tops of the bole within 13 feet of the ground.
5. *Damaged Trees* - Any tree greater than 4 feet tall with one or more of the following injuries:
 - a. Any true fir that has any bark removed from the bole regardless of the amount
 - b. Any species other than true fir that has more than 25% of the circumference of the bark cut to the cambium or removed, or more than 3 openings of any size to cambium.
 - c. Any tree that has a broken top
 - d. Any tree that has greater than 25% of the live limbs or branches broken or removed by this thinning operation
 - e. Any tree with less than 60% live crown ratio
 - f. Any tree which has been severely defoliated

Treatment of Competing Vegetation

Unless restricted by slash requirements, all brush within the work areas shall be masticated with the exception of brush occurring within 1 foot of leave trees, snags, or leave logs and areas designated as not to be treated. All brush treated shall be cut within 6 inches of the ground or 6 inches of obstacles (e.g. rocks, down logs) and shall lie within 18 inches of the ground.

Treatment of Thinning Slash or Other Vegetative Debris

Except for leave logs described below, slash and other vegetative debris shall meet the following specifications when greater than one foot from any leave log, crop tree, hardwood, or leave snag:

1. Retain an acceptable ground cover of at least 50%.
2. All boles or pieces up to 11 inches in diameter shall be masticated.
3. No individual pieces of slash or vegetative debris shall be greater than 4 feet in length.
4. No masticated or cut material shall lean against or be suspended by a leave crop tree.
5. No slash or vegetative debris shall be more than 6 inches deep on average across the unit and measured from the ground level.

If no trees are present in the included treatment area, masticate brush to desired specifications.

Treatment of Snags

Retain two 15 inch DBH by 20 foot snags per acre where available for snag requirements. All snags over 10 inches in DBH which do not create a hazard to performing work shall be saved. Snags over 10 inches DBH creating a hazard to performing work will be cut upon approval of the COR. Snags less than 10 inches DBH may be cut.

Treatment of Logs

If available, retain an average of four 18 inch diameter by 10 foot logs per acre for large down woody material requirements. Do not masticate or otherwise damage any down logs greater than 16 inches diameter. Brush or slash occurring within 1 foot of these leave logs may be left untreated.

Best Management Practices (Standard Operating Procedures)

Standard Best Management practices established in the associated Environmental Assessment shall 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 Project Documentation.

Site Specific Protection Measures:

Maps identifying these features will be made available to the Contractor prior to starting any work.

Control Area Protection Measures:

Boundaries are designated with red/black stripe flagging (may fade to orange/black after time). All sites will be avoided by all project operations.

Botanical Resource Protection:

Boundaries are designated a combination of blue/black and red/black striped flagging with a rectangular tag. All sites will be avoided by all project operations.

All off-road equipment will be washed prior to entering the Forest or State Park in accordance with the USFS protocol to prevent the unintentional spread of noxious weeds. Staging of equipment will be done in weed free areas. Also, equipment operating in areas known to be infested with noxious weeds will be washed prior to leaving the infested area. If new occurrences of noxious weeds are identified during treatment implementation, equipment used will be washed prior to leaving an infested area.

Riparian Conservation Areas (RCAs):

Mechanical Equipment Use in RCAs: Equipment use within RCAs will be restricted from equipment exclusion zones. Equipment exclusion zone widths, measured on each side of the RCA feature (e.g. edge of the active channel, wet perimeter of the soil, etc.) or riparian vegetation, whichever is greater. Equipment exclusion zone widths per RCA type are listed below:

Riparian Conservation Area Type	Equipment Exclusion Zone Width
Perennial Streams	100 feet
Intermittent Streams	50 feet
Ephemeral Streams	25 feet
Special Aquatic Features (reservoirs, wetlands, fens, and springs)	100 feet
Riparian features, dry meadows, seasonal wetlands	50 feet

Machinery can work adjacent and reach into the exclusion zone with the extendable boom.

Stream course protection areas will be designated with blue & white flagging.

Wildlife Resource Protection:

Trees with nests or other active wildlife habitation or use will be retained. Nest boxes, guzzlers, and cattle fences may exist in the contract area and will not be damaged or removed during operations.

Work Methods and Standards

The contract crew(s) shall work through each unit in an organized fashion and complete all required work in each unit before beginning work in another unit.

All work areas within the boundaries shall be treated except protected areas designated with red and black striped heritage protection flagging or blue & white stream course protection flagging.

Land survey corner monuments, bearing trees, and witness markers shall be protected from damage.

Damage to roads, culverts, fences, land survey monuments or other improvements caused by this operation shall be restored to their condition prior to damage at the Contractor's expense.

The entire work area shall be treated unless specific portions are exempted in writing or designated on the ground by the Contracting Officer's Representative. Exempt areas (larger than 1/2 acre) shall not qualify for payment.

Inspection and Acceptance

Inspection

District inspections are for the purpose of satisfying the District that the services are acceptable and do not relieve the Contractor of the responsibility for maintaining quality control.

The Contracting Officer's Representative or designated inspector will conduct all inspections.

The Contractor (or designated representative) is encouraged to be present to observe inspections.

Summary results will be made available on request.

Compliance Inspections. Visual compliance inspections will be made on a periodic basis. Such inspections are not final and do not constitute acceptance by the District.

Final Inspections. Final (formal) inspections for payment will be made on completed sub-items only. Contractor shall request final inspections in writing and give the FRRCD at least two working days advanced notice. Inspections will be completed within four working days after the notice is received. If the work is not ready for inspection at the time specified by the Contractor, the cost associated with the inspection attempt may be charged to the Contractor.

Disputed Inspection. The Contractor may request re-inspection without rework if the results are unacceptable. Re-inspection must be requested in writing within 48 hours after receiving written notice of the inspection results. Re-inspection will be accomplished within five working days after receipt of the contractor's written request. The same sampling and inspection procedures will be used, but new samples will be taken. The inspection pattern will be shifted so that new samples will not overlap previously inspected samples. Results will be rounded to the nearest whole percent. If re-inspection results are within five percentage points of the first inspection, the original inspection result will be used in determining acceptability and payment. If re-inspection results are greater than five percentage points above or below

the first inspection, the re-inspection results will be used. If the re-inspection results are within five percentage points of the first inspection, the Contractor shall pay the actual costs of the re-inspection.

Re-inspection after Rework. Where rework after a failed inspection may improve the inspection results, the Contractor may rework the area and request (in writing) a second inspection. The District will charge to the Contractor the cost of this additional inspection. Re-inspection will be accomplished within five working days after the notice is received. The results of the second inspection will be final, and no further rework will be permitted. Areas not ready for re-inspection at the time specified by the Contractor will not be re-inspected, and the results of the first inspection will be final.

District's Inspection System

Plots: At least one percent of each treatment area will be sampled by a random series of plots distributed over the entire area. Plot size will be: [X] 1/10th acre.

Visual Inspection may be used in-lieu of plots.

Specific Inspection Procedures

Mastication:

- a. Spacing and density of leave trees
- b. Quality of selected leave trees
- c. Treatment of competing vegetation
- d. Treatment of slash
- e. Stump height
- f. Retention of snags, logs, and downed material (estimated per acre visually)

Acceptance Level

Work on this contract will be deemed acceptable when the above measurable performance standards are met.

Quality Assurance Plan

District Quality Assurance Plan

The District will conduct inspections of each unit to determine work quality. Initial inspections will consist of a 100 percent visual inspection and will be based on adherence to the specific tasks listed in the contract. The District will also inspect a series of circular plots, if deemed necessary. Plots will be randomly located throughout each sub-item to obtain a representative sample of the work. Plot size is 1/10th acre.

Visual inspections and acceptance may be used in lieu of plots.

Mastication: Each plot will be examined, and the findings recorded as listed below:

- a. Spacing and density of leave trees

- b. Quality of selected leave trees
- c. Treatment of competing vegetation
- d. Treatment of slash
- e. Stump height
- f. Retention of snags, logs, and downed material (estimated per acre visually)

After inspection of all plots for a unit, the quality shall be calculated as follows:

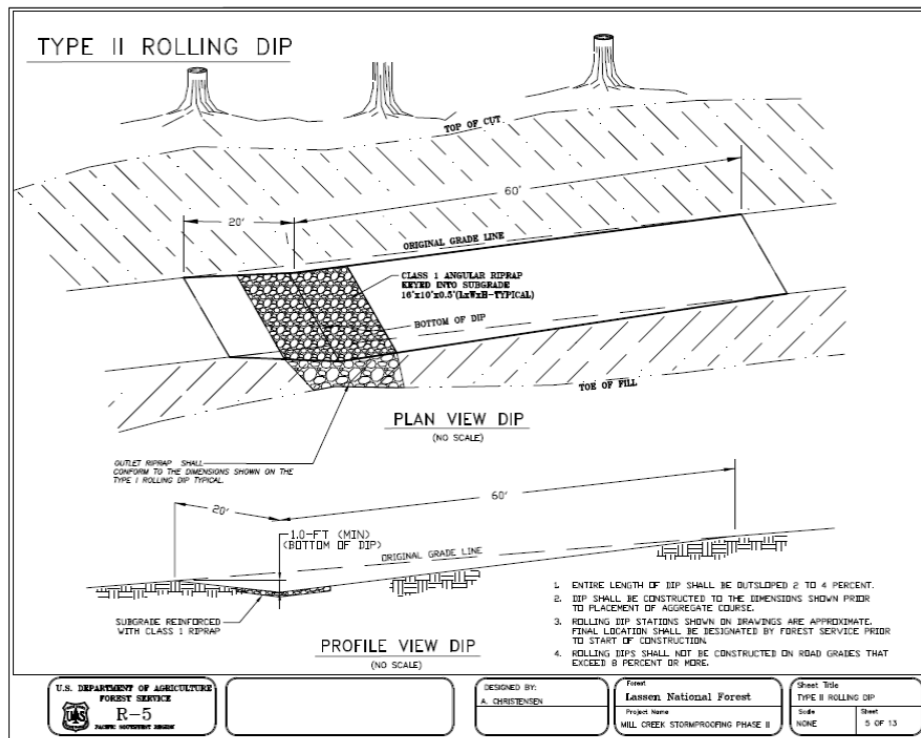
$$(Total\ number\ of\ acceptable\ plots / Total\ number\ of\ plots) \times 100 = Performance\ Quality\ Percent$$

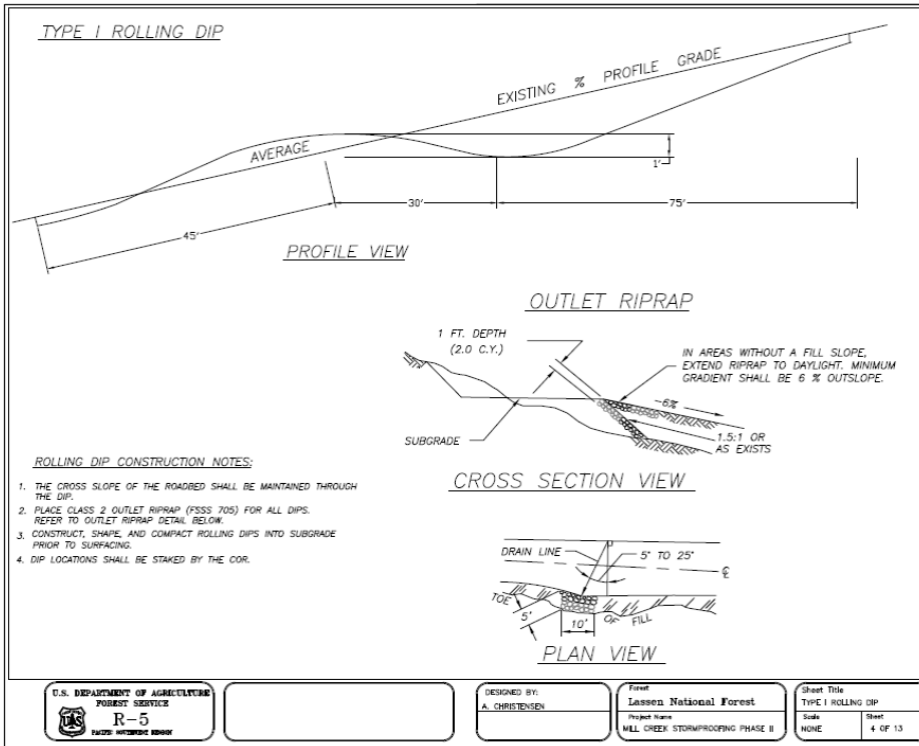
Performance Quality below 90% will be deducted from payment or reworked at contractor's expense (See Payment clause). When inspection results are below 90 percent, and erosion control specifications constitute any part of the deficiency, payment will not be made until the deficiency has been corrected by the Contractor. Re-inspections, after rework, will be made in the same manner as the first inspection, but on different plot lines. The Contractor shall pay for inspections necessitated by the rework.

See Attachment D for inspection sheet and passing guidelines.

Work Item 2: Road Repair: Water Bars and Rolling Dips

As part of the service contract, bidders may provide a price per installation of both rolling dips, and water bars. To be installed at an as needed basis, independent of mastication units. Locations for road repairs may vary based on current conditions and Forest Service management direction. Quantities not guaranteed.





Estimated Contract Start and Timing of Work

This contract is anticipated to commence in July of 2025.

Time: The period of performance will be approximately 5 months from the date of issuance of Notice to Proceed. All work must be completed by December 15th 2025.

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. Restrictions are as follows:

1. In accordance with the fire plan, included in Attachment C.
2. When the Contracting Officer (or designated representative) determines that adverse weather has made access too dangerous, where continued vehicular travel would cause unacceptable road damage or climatic conditions are unfavorable to the continuation of work.
3. Wet Weather Standards shall restrict operations to when soil is dry; that is, soil moisture in the upper 8 inches is not sufficient to allow a soil sample to be squeezed and hold its shape or will crumble when the hand is tapped.
4. When winter weather sets in and the continuation of work is impractical, the Contracting Officer may authorize a total suspension until such time as work can proceed.

Commencement, Prosecution, and Completion of Work

The Contractor shall be required to (a) commence work under this contract within three (3) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use no later than December 15, 2025.

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

The length of the workday shall not exceed 10 hours per day and no later than 6:00 p.m. with no work on Sundays or holidays unless agreed upon by the contracting officer.

Contractor Furnished Property

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.

District Furnished Property

Maps and/or GIS unit shapefiles will be provided.

Public Safety

If tree falling or mastication work is being done within 300 feet of the designated road system, then signs warning travelers must be posted on the ingress and egress of the work area. Warning signs shall be posted and visible from all directions at the edges of work units along roads while working to alert oncoming traffic of the safety hazards associated with this operation.

Contractor Safety

In addition to the inherently hazardous conditions associated with working in the woods, e.g.: sharing the road with log trucks, private and District vehicles; ticks, snakes and bees; etc. District employees will not be allowed to work in the field when the Contracting Officer (or designated representative) has determined that hazardous conditions make fieldwork an unacceptable risk. The Contractor shall provide a full time Project Safety Officer and non-working Crew Safety Officer who shall be responsible for enforcing the contractor's safety plan. If there is only one crew working on the project, the Project Safety Officer and Crew Safety Officer requirement may be served by one individual. The Project Safety Officer shall remove the Contractor personnel from the field when conditions are unsafe.

General Conditions

A. 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.

B. 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.

C. 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.

D. Hold Harmless

Contractor agrees to mutually save harmless the District, their agents 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.

E. 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 environmental, procurement and safety laws, rules, regulations, permits and ordinances.

F. 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.

G. 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.

H. 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.

I. Amendments

This Contract may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests for amendments must be in

writing stating the amendment request and the reason for the request. Amendment agreements will be in writing, signed by the authorized representative of each party, and become an Exhibit of the contract.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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).

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

Payment

A. 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

- Total invoice amount this period
- Total cost incurred to date

Final invoice shall be marked Final.

B. 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

C. Payment

As full consideration for performance of the Scope of Work, the District will pay Contractor on a unit per work 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.

D. Terms of Payment

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

Contractor Name, Address

Amendments

A. 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.

B. 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.

C. 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. Contractor 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.

Contractor Insurance Requirements

Contractor must hold insurance that meet the following Insurance Requirements:

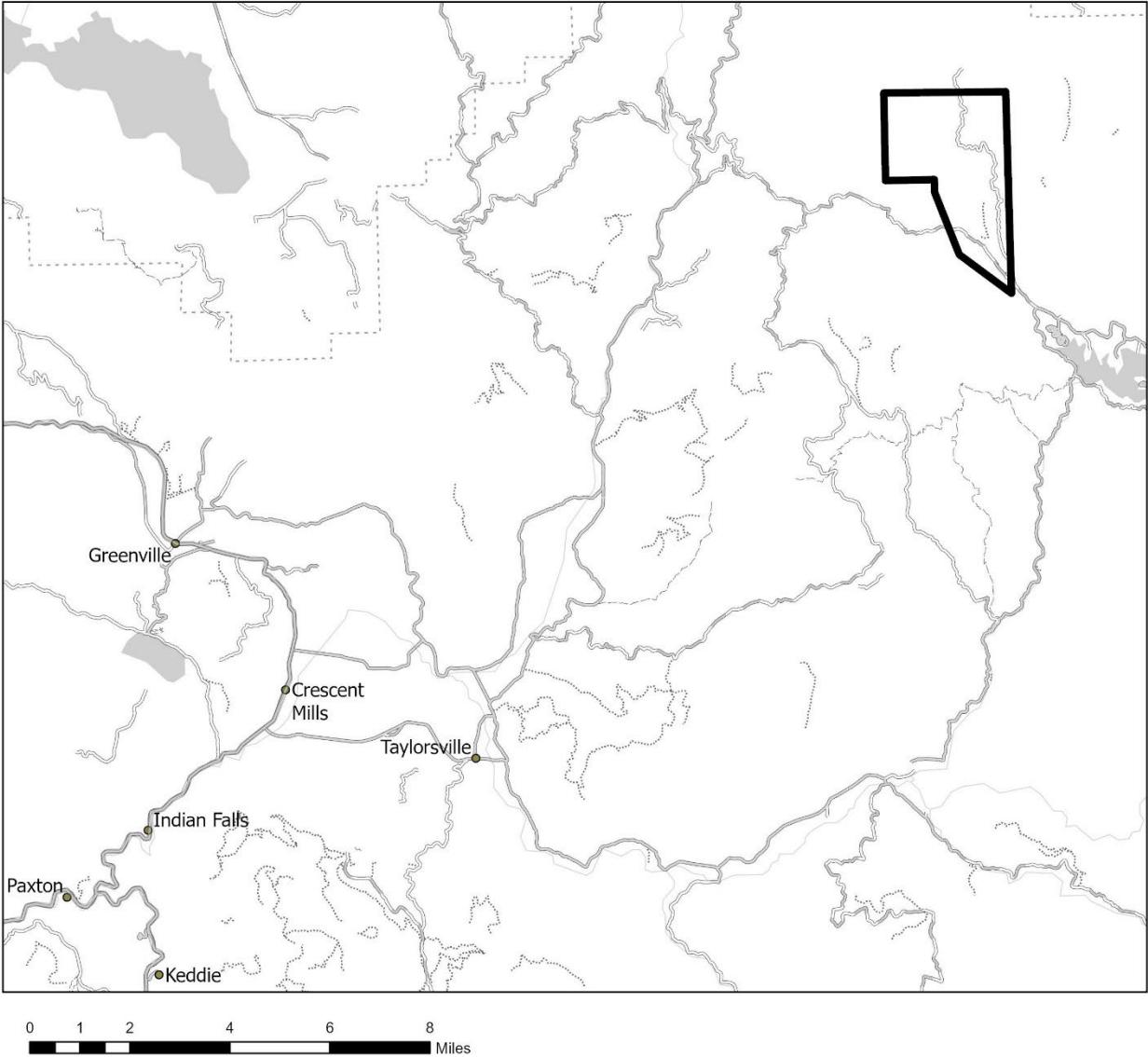
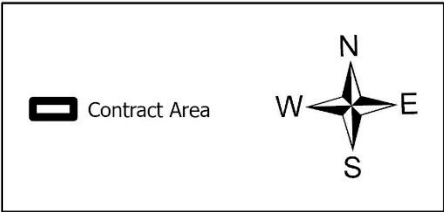
Prior to rendering services, the contractor and his/her subcontractors shall acquire, and maintain during the term of this Agreement, at Contractor's sole expense: (1) Workers' Compensation Insurance conforming to the statutory requirements of the state in which operations under this agreement are performed; (2) comprehensive general and automobile bodily injury liability insurance written on an "occurrence" basis subject to minimum limits of \$1,000,000.00 each person and \$1,000,000.00 each occurrence; and (3) general property damage insurance subject to a minimum of \$1,000,000.00 with not more than a \$10,000.00 deductible each loss; and All liability insurance coverage shall provide that subcontractors working for the contractor are covered under the terms of contractor's policies. All insurance shall meet the approval of the District and all policies evidencing said insurance shall provide for thirty days' prior written notice to the District before cancellation or material change in the policy. A certificate of Insurance showing evidence of insurance coverage as specified herein shall be furnished to the District prior to commencement of Contractor's operations.

Exhibit B: Vicinity map, work area maps, exclusion areas

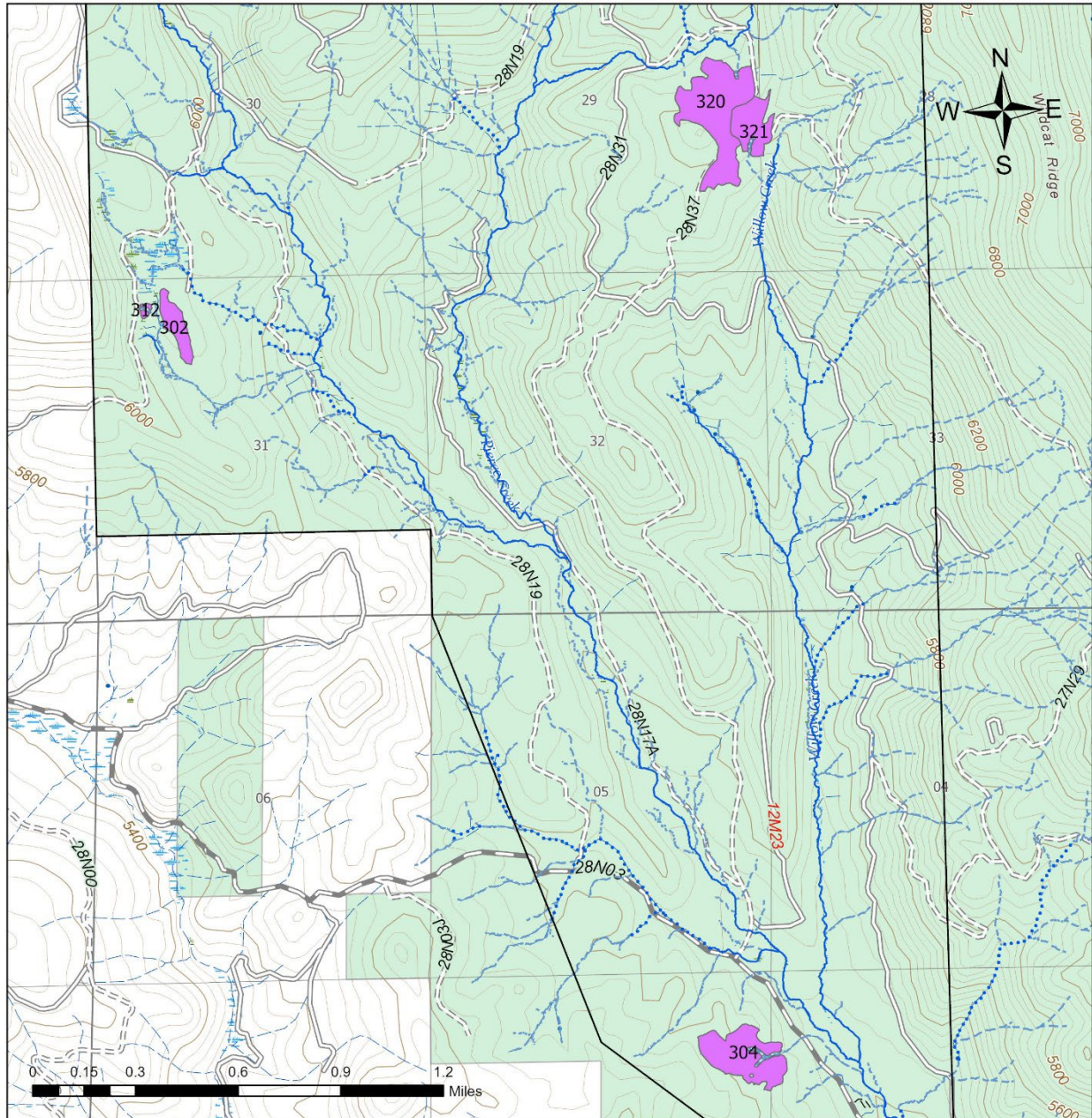
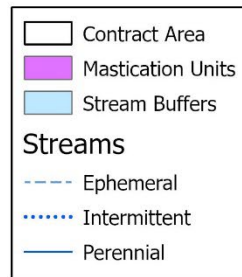
**Moonlight Fire Area Restoration Project
Mastication - Pre-commercial Thin**

Vicinity Map

Feather River Resource Conservation District
Plumas National Forest - Mt. Hough Ranger District



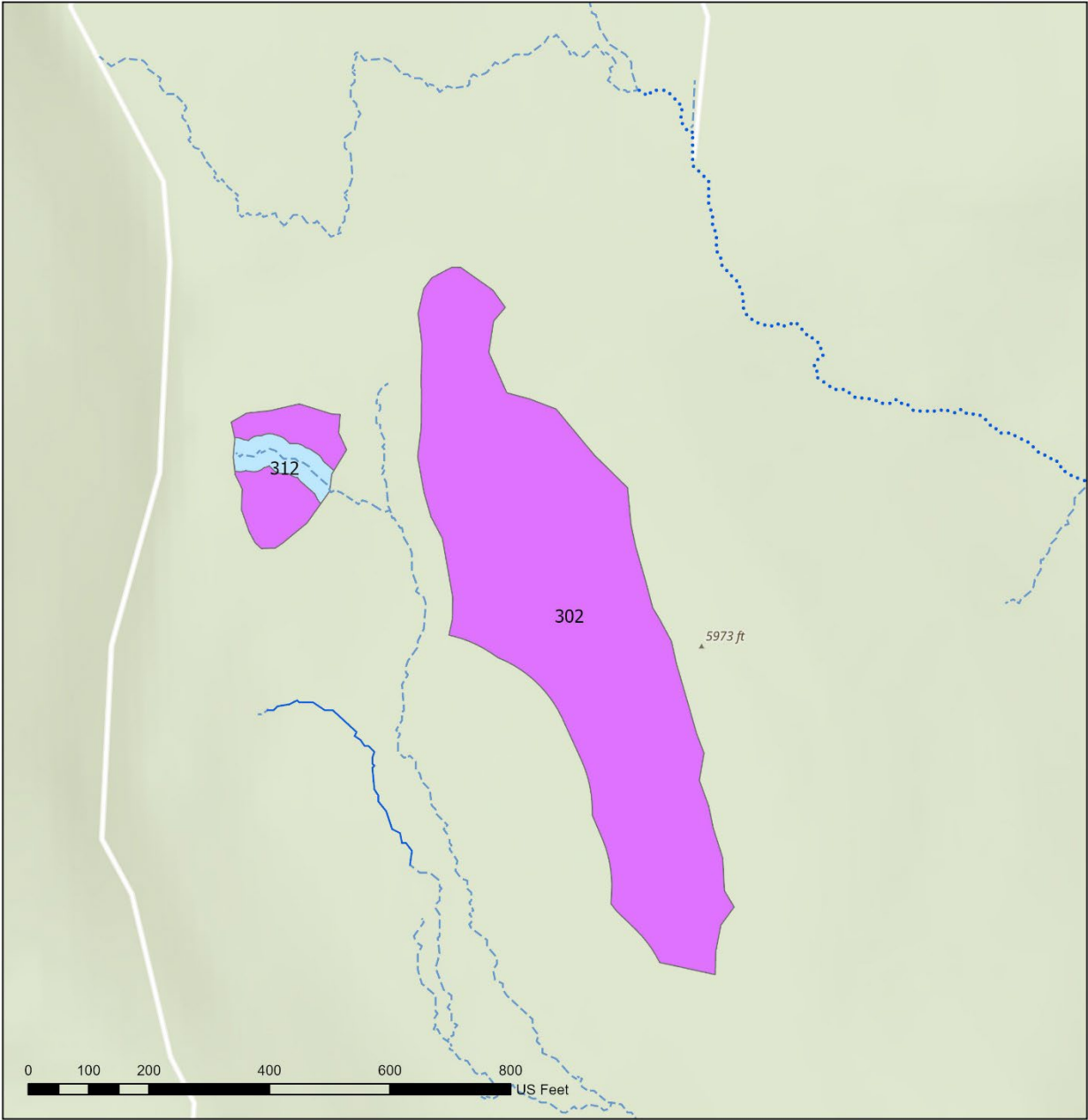
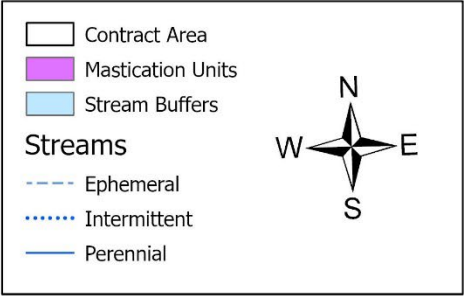
Feather River Resource Conservation District
Plumas National Forest - Mt. Hough Ranger District



**Moonlight Fire Area Restoration Project
Mastication - Pre-commercial Thin**

**Contract Area Map 2 of 4
Units 302 and 312**

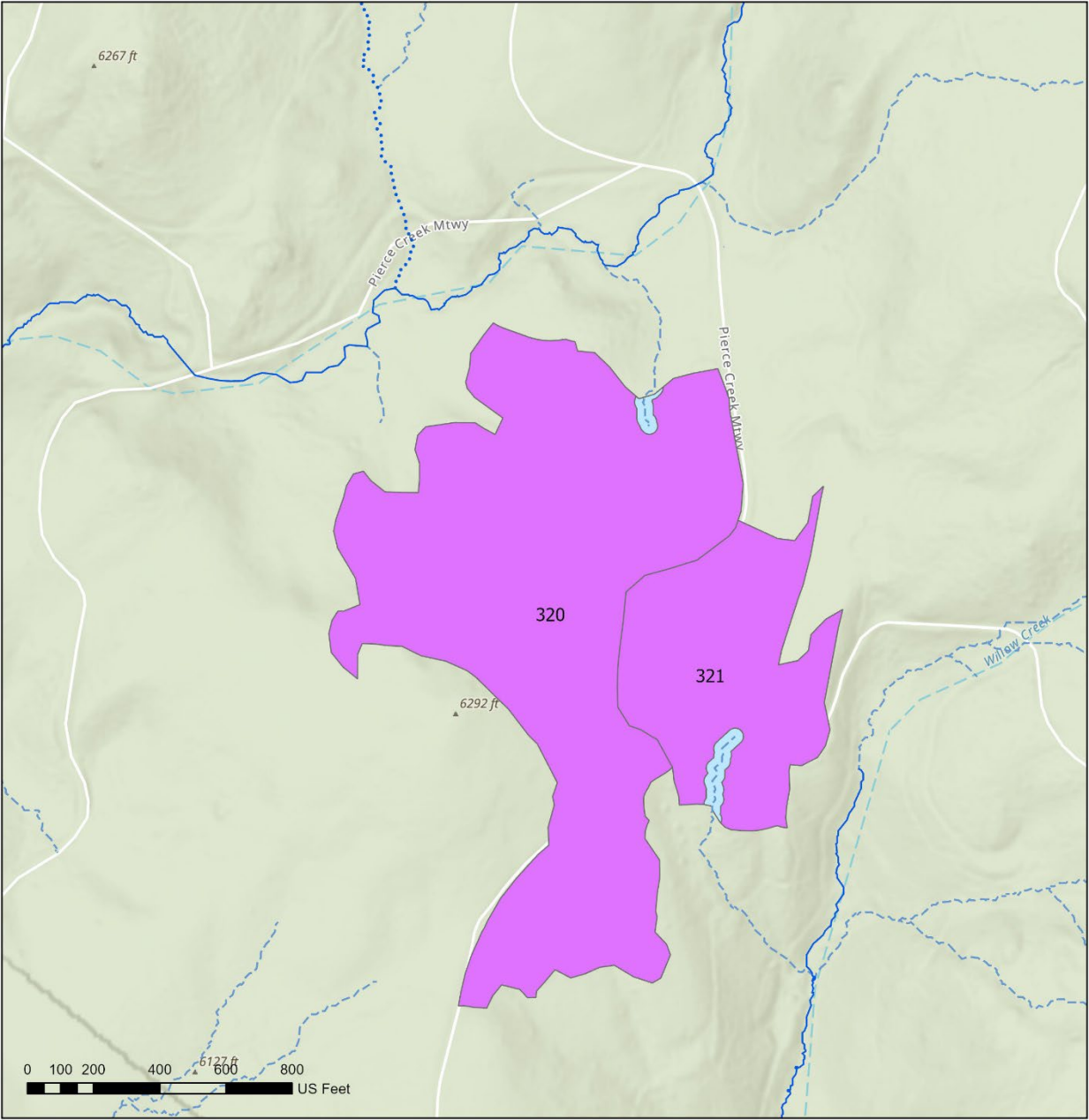
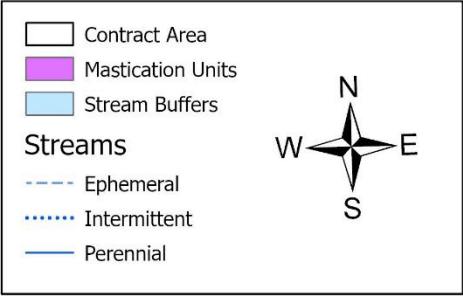
Feather River Resource Conservation District
Plumas National Forest - Mt. Hough Ranger District



**Moonlight Fire Area Restoration Project
Mastication - Pre-commercial Thin**

**Contract Area Map 3 of 4
Unit 320 and 321**

Feather River Resource Conservation District
Plumas National Forest - Mt. Hough Ranger District



**Moonlight Fire Area Restoration Project
Mastication - Pre-commercial Thin**

**Contract Area Map 4 of 4
Unit 304**

Feather River Resource Conservation District
Plumas National Forest - Mt. Hough Ranger District

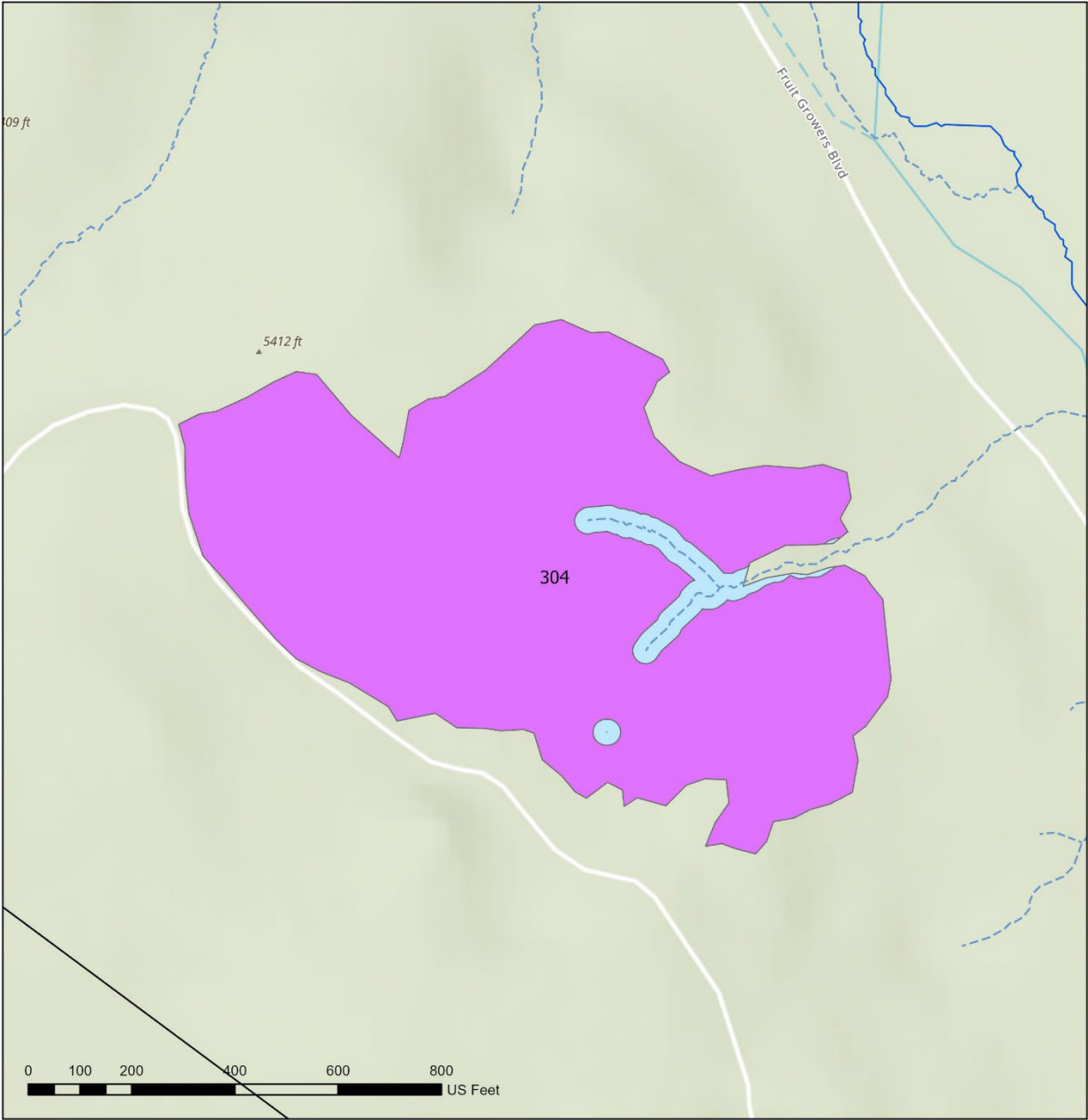
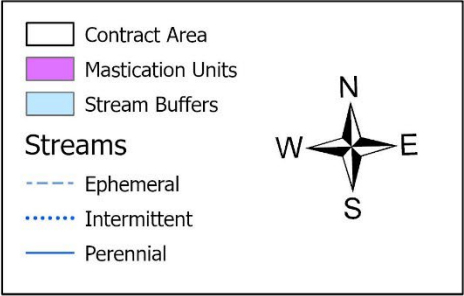


EXHIBIT C

Fire Plan for Construction and Service Contracts

1. **SCOPE:**

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish a suppression plan for fires within the contract area. The contract area is delineated by map in the contract. The provisions set forth below also specify conditions under which contract activities will be curtailed or shut down.

2. **RESPONSIBILITIES:**

A. Contractor

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the contract, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.
- (3) Shall permit and assist in periodic testing and inspection of required fire equipment. Contractor shall certify compliance with specific fire precautionary measures in the fire plan, before beginning operations during Fire Precautionary Period and shall update such certification when operations change.
- (4) Shall designate in the Fire Plan and furnish on Contract Area, during operating hours, a qualified fire supervisor authorized to act on behalf of Contractor in fire prevention and suppression matters.

B. Forest Service

The Forest Service may conduct one or more inspections for compliance with the Fire Plan. The number, timing, and scope of such inspections will be at the discretion of agency employees responsible for contract administration. Such inspections do not relieve the Contractor of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

3. **DEFINITIONS:**

The following definitions shall apply:

Active Landing: A location the contractor may be skidding logs into, or performing other operations such as delimbing, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiling chips only, on a cleared landing, does not constitute an Active Landing.

Hot Saw: A harvesting system that employs a high-speed (>1100 rpm) rotating felling head, i.e., full rotation lateral tilt head.

Mechanical Operations: The process of felling, skidding, chipping, shredding, masticating, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimiters, skidders, dozers etc.

4. **TOOLS AND EQUIPMENT:**

The Contractor shall comply with the following requirements during the fire precautionary period, as defined by unit administering contracts:

The Fire Precautionary Period is set by the State of California which is April 1 through December 1 of any year.

- This contract ☒ requires, ☐ does not require, a Fire Box and associated Fire Tools according to CPRC Section 4428.

A. Fire Tools and Equipment: Contractor shall meet minimum requirements of Section 4428 of the California Public Resources Code (C.P.R.C.). Fire tools kept at each operating landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Contractor's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

Trucks, tractors, skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.

Where cable yarding is used, Contractor shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump within 25 feet of each tail and corner block.

B. Fire Extinguishers: Contractor shall equip each internal combustion yarder, fuel truck, and loader with a fire extinguisher for oil and grease fires (4-A:60-B:C).

Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.

All Fire Extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Contractor shall equip each mechanized harvesting machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, hot saws, stroke delimber, etc), except tractors and skidders, with at least two 4-A:60-B:C fire extinguishers or equivalent.

C. Spark Arresters and Mufflers: Contractor shall equip each operating tractor and any other internal combustion engine with a spark arrester, except for motor vehicles equipped with a maintained muffler as defined in C.P.R.C. Section 4442 or tractors with exhaust-operated turbochargers. Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the. National Wildlife Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be maintained in good operating condition. Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

D. Power Saws: Each power saw shall be equipped with a spark arrester approved according to C.P.R.C. Section 4442 or 4443 and shall be maintained in effective working order. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating power saw. In addition, a size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can but not more than 300 feet from each power saw when used off cleared landing areas.

- This contract ☒ requires, ☐ does not require, Section 4E of the Fire Plan.

E. Tank Truck or Trailer: Contractor shall provide a **water tank truck or trailer** on or in proximity to Contract Area during Contractor's Operations hereunder during Fire Precautionary Period. When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or immediately adjacent to each active landing, unless otherwise excepted when Hot Saws or Masticators are being used. See Section 6 for specific contract requirements.

The tank shall contain at least 300 gallons of water available for fire suppression. Ample power and hitch shall be readily available for promptly and safely moving tank over roads serving Contract Area. Tank truck or trailer shall be equipped with the following:

- (1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Contract Area using a 5/16 inch orifice in

the Forester One Inch In-Line Gauge test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

T e m p	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		10000 Feet	
55	179	23	174	23	169	23	165	22	161	22	157	22	153	22	150	21	146	21	142	21	139	21
70	175	23	171	23	166	22	162	22	158	22	154	22	150	21	147	21	143	21	139	21	136	20
85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

- (2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than approximately 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.
- (3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

- (4) Sufficient fuel to run the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

When Contractor is using Hot Saws or Masticators, an additional 250 feet of light weight hose, approved by the Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurtenances in (2) and (3) above.

This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in Section 6.

F. Compressed Air Foam System: A Compressed Air Foam System (CAFS) is a fire suppression system where compressed air is added to water and a foaming agent. By agreement, Contractor may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer, or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

1. Variable foam expansion ratio – 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant.
4. The unit shall be capable of being completely recharged within 10 minutes.

5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section 4 B. above may be substituted with a 3 gallon CAFS.

Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.

This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in Section 6.

5. **GENERAL**

- A. **State Law:** In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Contractor must secure a special written permit from the District Ranger or designated representative before burning, welding, or cutting metal or starting any warming fires. If contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Blasting:** Contractor shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a Fire Patrolperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.
- D. **Smoking:** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, the CO may approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.
- F. **Reporting Fires:** As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall notify Forest Service of any fires on Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Office telephone
Dispatch Center	Plumas Dispatch	159 Lawrence, Quincy, CA	530-283-7858
	Mt. Hough RD	39696 Hwy 70, Quincy, CA	530-283-0555
	Dave Kinatader	39696 Hwy 70, Quincy, CA	530-283-7671

When reporting a fire, provide the following information:

- Your Name
- Call back telephone number
- Project Name
- Location: Legal description (Township, Range, Section); and Descriptive location (Reference point)
- Fire Information: Including Acres, Rate of Spread and Wind Conditions.

▪ This contract ☒ requires, ☐ does not require, Section 5G of the Fire Plan.

- G. **Communications:** Contractor shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Contractor's headquarters. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Contractor's headquarters (or agreed to alternative) and Forest Service via commercial or Forest Service telephone.

▪ This contract ☒ requires, ☐ does not require, Section 5H of the Fire Plan.

- H. **Fire Patrolperson:** Contractor shall furnish a qualified fire patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, sole responsibility of patrolperson shall be to patrol the operation for prevention and detection of fires, take suppression action where necessary and notify the Forest Service as required. This Fire patrol is required on foot, unless otherwise agreed. By agreement, one patrolperson may provide patrol on this and adjacent projects. No patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

The Contractor shall, prior to commencing work, furnish the following information relating to key personnel:

<u>Title</u>	<u>Name</u>	<u>Telephone Number</u>
Fire Supervisor		
Fire Patrolperson		

- I. **Clearing of Fuels:** Contractor shall clear away, and keep clear, fuels and logging debris as follows:

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
Tail or corner haulback blocks:	All running blocks shall be located in the center of an area cleared to mineral soil at least 15 feet in diameter.
Lines near, between or above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs, and other dead woody material.

6. **EMERGENCY PRECAUTIONS**

Contractor's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Project Activity Levels applicable to this project shall be the predicted activity levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Contract Area Map Legend on Integrated Resource Service Contracts (IRSC's), and other contracts where applicable.

Fire Danger Rating Area/Fire Weather Station for Project

**Central/Quincy RD and Cashman
RAWS
(American Valley, Empire)**

**West/Jarbo Gap and Pike County
RAWS
(Bucks)**

The Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Contractor shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

Phone Number or Website to obtain Predicted Activity Levels: 1-800-847-7766

Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Contractor is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

PROJECT ACTIVITY LEVEL

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
A	Minimum requirements noted above in Sections 4 and 5.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No burning, blasting, welding, or cutting of metal after 1:00 PM, except by special permit.
Ev	<p>1. The following activities may operate all day:</p> <ul style="list-style-type: none"> a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. <p>2. Hot Saws or Masticators may operate until 1:00 PM; provided that:</p> <ul style="list-style-type: none"> a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by the Forest. <p>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</p> <p>4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:</p> <ul style="list-style-type: none"> • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage <p>When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).</p>

Level	Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.
E	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"> 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. <p>All other activities are prohibited.</p>

This Project utilizes “The Project Activity Level” (PAL), an industrial operation’s fire precaution system. The following Climatology Chart indicates the Historic Activity Levels for the Project Fire Danger Rating Area or Fire Weather Station utilized on this Project. This is only a historical average of the Activity Levels for the identified Fire Danger Rating Area or Weather Station.

Project Activity Level Climatology								
Fire Danger Rating Area/Weather Station	Central/Quincy RD and Cashman RAWS				Years Analyzed		2013	
	A	B	C	D	Ev	E	Days	
Month	Expected Days per Month at Each PAL Value						Analyzed	
June			11	6	11	0	30	
July			5	6	20	0	31	
August								
September								

Project Activity Level Climatology								
Fire Danger Rating Area/Weather Station	West/Jarbo Gap and Pike County RAWS				Years Analyzed		2013	
	A	B	C	D	Ev	E	Days	
Month	Expected Days per Month at Each PAL Value						Analyzed	
June			22	1	0	0	30	
July			18	9	1	0	31	
August								
September								

Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement

Project Name: _____

Contract Number: _____

Contractor Name: _____

Request #__, for period: _____

Units/Subdivisions Affected: _____

Location of operation:	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
7 Day PAL Outlook	
Short range predictions (Red Flags)	
Fuel Moistures	
Response time of suppression resources	
Potential for ignition	
RAWS location	
Current Fire Situation:	
Draw down information	
National Readiness Level	
Contractual considerations:	
Normal Operating Season	
Frequency of recent contract fires in area	
Type of operation	
Contractors past/current performance & equipment readiness	
Other site specific mitigation or precaution (i.e. Contractors proposals)	
Social & Community Considerations:	
Proximity of high value resources	
Sensitivity of location	

Proposed Actions:

Description of Mitigation Measures:

Remarks:

Fire Management Officer Concurrence

Date

Line Officer Approval

Date

I have considered the above request and determined the specified mitigation measures or actions must be implemented to continue operations in Project Activity Level Ev. Unless extended, the approval remains in effect for ten (10) calendar days unless cancelled sooner or extended by the Forest Service for an additional ten (10) days. At the sole discretion of the Forest Service, this variance can be modified and/or cancelled at no cost to the government.

Contracting Officer

Date

Contractor Representative

Date

