REQUEST FOR PROPOSAL (RFP)
For Contracted Services to
TUOLUMNE COUNTY RESOURCE CONSERVATION DISTRICT (TCRCD)
TO ACCOMPLISH TASKS OF THE
Project Name: Pine Mountain Lake Fuel Reduction Project Phase II
Grant Agreement Number: 5GG23222

TUOLUMNE COUNTY
RESOURCE CONSERVATION DISTRICT

REQUEST FOR PROPOSALS (RFP)

CONTACT FOR INFORMATION ABOUT THE PROJECT	Frank T. Lewicki - Project Manager Email: frank@tcrcd.org Cell: (530) 557-9632
RFP RELEASE DATE	Friday September 19, 2025
PRE-BID TOUR	**Attendance at the entire Pre-Bid Tour is Mandatory to bid on project.** The Pre-Bid tour will start at 9:00 AM on Monday September 29, 2025 at Mary Lavaroni Park in Groveland, CA and continue to the Project Area. **Please Contact the Project Manager to RSVP** Questions received before 5:00 PM on Friday October 3, 2025 will be answered and distributed to all bidders via email.
RFP CLOSING DATE	**Proposals must be submitted electronically to tricia@TCRCD.org by 5:00 PM PST Monday October 13, 2025**
CONTRACTOR SELECTION	Project Contractor will be selected no later than Monday October 20, 2025**.** All bidders will be notified via email of Contractor selection.
PROJECT COMMENCEMENT DATE	Work can begin after the contract has been executed, on a date agreed upon by TCRCD and the contractor. Some aspects of this contract are season-dependent, such as use of heavy equipment in inclement weather, excessively wet soil, during Red Flag days or during Limited Operating Periods (LOP).
PROJECT COMPLETION DATE	All tasks must be completed by February 1, 2026. All invoices to be submitted no later than February 28, 2026

REQUEST FOR PROPOSALS (RFP)

The Tuolumne County Resource Conservation District (TCRCD) is seeking proposals from qualified individuals and/or companies to conduct work detailed in the SCOPE OF WORK. The TCRCD will be the sponsor and manager of the project.

SECTION ONE: ACTIVITIES AND TIMELINES

Activity	Date
Release of RFP	Friday September 19, 2025
Pre-Bid Tour	Monday September 29, 2025
Deadline for RFP Questions	Friday October 3, 2025
Deadline for Proposals	Monday October 13, 2025
Selection Committee Evaluates and Ranks Proposals	Wednesday October 15, 2025
Notice of Contract Award (tentative)	Friday October 17, 2025
Contract Executed (tentative)	Monday October 20, 2025
Project Start Date (tentative pending NTP)	Monday October 27, 2025

SECTION TWO: PROJECT BACKGROUND AND OVERVIEW

In December 2024, the Tuolumne County Resource Conservation District (TCRCD) was awarded grant funding by CAL FIRE for a second phase of fuels treatment near the Pine Mountain Lake Community. The first Phase of over 500 acres of treatment was completed March of 2025.

Please refer to the Project Overview Map found in Attachment A.

PROJECT DESCRIPTION:

The extended drought and bark beetle infestations that have occurred over the last decade in the central Sierra Nevada region has had dramatic impact on forest structure and health in the area.

Conifer and hardwood mortality in this region, and specifically this project area is substantial. These heightened levels of dry and dense vegetation in a highly populated Wildland Urban Interface (WUI) setting are near the town of Groveland and the community of Pine Mountain Lake Association (PMLA). The Pine Mountain Lake Fuels Reduction Project Phase II (PML II) is a 170 acre hazardous fuels reduction project which will connect multiple fuel breaks and protect the eastern flank of Pine Mountain Lake and the community of Groveland, CA. A key outcome of this project is that it will connect fuel breaks recently completed by the US Forest Service, Tuolumne Fire Safe Council and Pine Mountain Lake Homeowners Association (PMLA). Groveland is the economic center of Southern Tuolumne County and an important gateway to Yosemite National Park. This project will decrease the wildfire threat to the 1,363 households within Pine Mountain Lake, and the

approximately 858 households within the Groveland Community Service District. The project's intent is to continue to develop a defensible fuel break to the east of Pine Mountain Lake and Groveland while restoring and maintaining the Sierra mixed conifer landscape in this area. The project area is located in a very high fire hazard zone and has been dramatically impacted by conifer mortality.

This RFP focuses on fuel reduction on an estimated 170 acres divided into two separate operational units in the northern portion of the project area. Unit 1 consists of approximately 33 acres on the north side of Long Gulch and east of Pine Mountain Lake Phase I (PML I). Unit 2 consists of approximately 112 Acres to the south by Long Gulch and east of PML I. Unit 3 consists of 13 Acres to the east of PML I and to the south of Ferretti Road Unit 4 consists of a small 1-acre sliver along the side eastern side of Clinton Road and west of PML I. Additionally, there is approximately 11 acres of hand treatment (Unit 5) required within the WLPZ of Long Gulch (Refer to the maps found in Attachment A).

SECTION THREE: SCOPE OF WORK

It is the intent of these specifications, terms and conditions to describe the services expected by the TCRCD. TCRCD intends to award the fuels treatment work for Units 1 to 5 to one contractor who best meets TCRCD's requirements. Proposals will be evaluated for "best value" not necessarily "lowest price".

TCRCD has identified several tasks to be addressed in response to this RFP for Units 1 thru 5.

TASK 1-CUT DEAD HAZARD TREES: Contractor will identify and cut all dead hazardous trees (Hazard Trees) that pose a safety hazard to Contractor's operations.

- The Project Manager or supervised designee will approve and designate each Hazard Tree prior to falling.
- Once hazard trees have been approved, contractors will manually or mechanically fall all Hazard Trees using a chain saw and felling crew or a tracked-style feller-buncher to establish a safe work environment. Merchandising of Hazard Trees is prohibited.
- Hazard Trees adjacent to protected sites or watercourse protection zones must be directionally felled away from the protected site or watercourse.
- The goal of this Task is to establish a safer working environment. Unless dead or dying trees pose a hazard to the public or project workers, the project will retain large live and dead trees with defects and decaying wood and cavities.

TASK 2-MASTICATION: Contractor will use tracked mastication machines capable of safely operating on slopes up to 45% and with enough power to cut and masticate standing conifer and hardwood trees and other vegetation up to 12" DBH.

Contractor will execute all requirements listed in the Mastication Treatment Prescription.

Mastication Treatment Prescription:

- On slopes up to 45% - Masticate or cut/chip all shrubs that exceed 12" in height above the ground (Ladder Fuels) and conifer or hardwood trees up to 12" DBH to an average residual spacing of 25-30' between boles. Ideal spacing in the treated landscape will be variable and dependent on vegetation density. Generally, 10-20' crown spacing. Where oaks and conifers are lacking in the overstory, and manzanita >6" diameter at the base are present, a dominant manzanita may be retained to achieve retention goals. Create no area void of vegetation >35'. Where feasible, retain a minimum of 2-3 of the largest snags per acre and 2-3 large (>20" diameter) downed logs per acre.

- Retained trees <12" DBH to achieve spacing guidelines shall be healthy dominant or co-dominant specimens with at least 1/3 live crown ratio and not be within the drip line of an overstory tree. Species preference for retained trees shall be black oak, sugar pine (with no evidence of blister rust), ponderosa pine, Douglas-fir, incense cedar and live oak. Retained multi- stemmed oak clumps with at least 3 or more stems larger than 12" DBH shall have all stems <12" DBH cut.

- Downed trees or logs greater than 12" in diameter shall be bucked so the segments are in full contact with the soil. In addition, the contractor should masticate the exposed tops of bucked segments and downed logs to open the segments to decay.

- Individual pieces of wood created through mastication or chipping shall not exceed 12" long and depth of material shall not exceed 12" in more than 15% of the treatment area. Debris exceeding the above depth shall be spread to a depth of less than 6" or mulched into the soil. Chipped material shall not exceed 6" of depth across the project.

TASK 3-HAND TREATMENT: In areas too rocky or too steep to masticate, within the Watercourse and Lake Protection Zones (WLPZ) or within other protected sites the Contractor shall use hand treatment to achieve the same objectives and end results as described in the Mastication Treatment Prescription under Task 2. Based upon slope there appears to be approximately 2.5 acres of hand treatment in unit #1 and approximately 17 acres of hand treatment in unit #2. The WLPZ of Long Gulch (Unit 5) shall be hand treated and is approximately 11 acres. **Hand treatment within this WLPZ is limited to trees and brush less than 6" DBH** (refer to Figure 2 below). Units 3 & 4 have no hand treatment.

- All slash from cut trees or brush shall be lopped and scattered to a maximum height of 18".
- Cut trees must be directionally felled away from Equipment Exclusion Zones, protected sites and watercourses.
- Riparian species shall be retained within the watercourse protection zone(s).

OTHER REQUIREMENTS:

Watercourse Protection

- Watercourses have been classified into one of the following categories or "classes".

  - Class I: Domestic Supplies, including springs, onsite and/or within 100 feet downstream of the operations area and/or Fish always or seasonally present onsite, including habitat to sustain fish migration and spawning.
  - Class II: Fish always or seasonally present offsite within 1,000 feet down stream and/ or aquatic habitat form non-fish aquatic species.
  - Class III: No aquatic life present, watercourse showing evidence of being capable of sediment transport to class I and II waters under normal high-water flow conditions.

- Watercourses shall have the following protection measures by classification.
  - Class I: 100-foot Equipment exclusion zone (EEZ) measured from the edge of the visible flood channel.
  - Class II: 50-foot EEZ measured from the edge of the visible flood channel.
  - Class III: 15- foot Equipment Limitation Zone measured from the centerline of the watercourse. Equipment may make crossings perpendicular to the watercourse but may not track up and down within the ELZ. Crossings should be limited to as little as possible.

- Watercourse Designation:
  - Class I: Shall be flagged in solid blue flagging at the edge of the EEZ.
  - Class II: Shall be flagged in solid blue flagging at the edge of the EEZ.
  - Class III shall be centerline flagged in blue and white candy-striped flagging.
  - Equipment Exclusion Zones (EEZ): Prohibit equipment from entering except where there is an established road, crossing or skid trail. No vegetation shall be treated by heavy equipment while in the EEZ. Equipment operators may reach-in and treat vegetation within the buffer as long as the tracks remain outside of the EEZ.

- Equipment Limitation Zone (ELZ): Limits equipment from tracking within the established zone except where noted previously in Class III protections. Equipment may “reach-in” and treat vegetation within the buffer if the tracks remain outside of the ELZ.
- Watercourse designation will be indicated on a map. The Contractor will be given a copy of the map and be made aware of the protection measure prior to the start of operations.
- All areas below the stream and lake transition line will be kept free of slash and debris. Accidental deposits of material in the watercourse, bed bank or channel shall be immediately removed.

A watercourse crossing of Long Gulch, a Class I watercourse, is required to provide equipment access to the southern portion of the Project area. The proposed crossing is existing, shallow and flat.

The watercourse at this location normally dries up during the summertime. The crossing shall only be used under dry conditions.

There is also approximately 1400 feet of road within the WLPZ on the north side of the watercourse

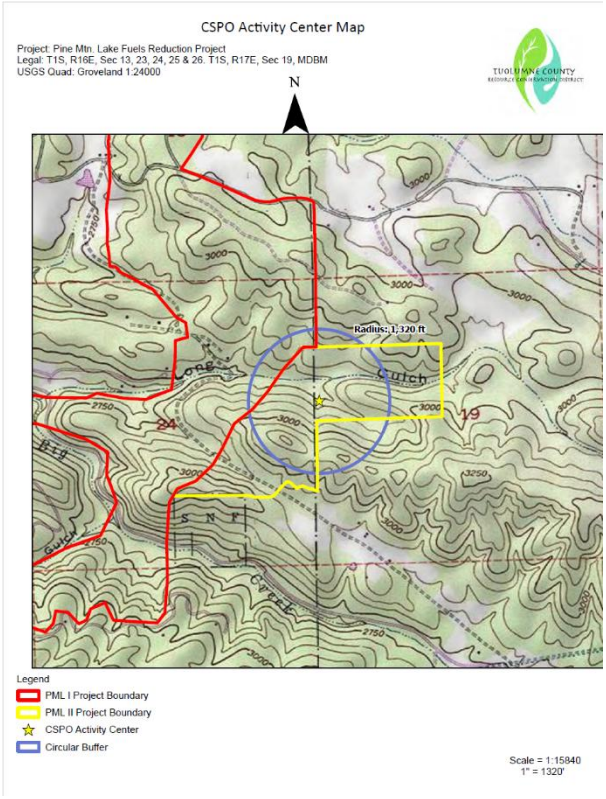
upstream of the crossing mentioned above which will facilitate access to the Project.

Upon completion of operations or before the winter period (November 15th -April 1st), whichever occurs first, the area(s) encroached upon within the WLPZ shall be straw mulched to a depth of 2 inches at the time of application and 90% coverage.

Endangered or Threatened Species Protections

Great Grey Owl Protection Measures

A nesting Great Gray Owl (GGO) was observed near the boundary of PML Phase I in 2023. As a result, a ¼ mile Limited Operating Period buffer was established around the nest tree. Equipment operations will be prohibited within the ¼ mile buffer until the fledglings have been confirmed to have left the nest.



California Spotted Owl Protection Measures

During biological surveys conducted for PML II, two fledgling California Spotted Owls (CSO) were observed. To minimize disturbance during the species' sensitive breeding season, a ¼ mile buffer implementing a Limited Operating Period (LOP) from March 1 to September 15 will be established around the identified nest tree. Within this buffer zone, mastication and other disturbance activities shall be restricted unless one of the following conditions is met:

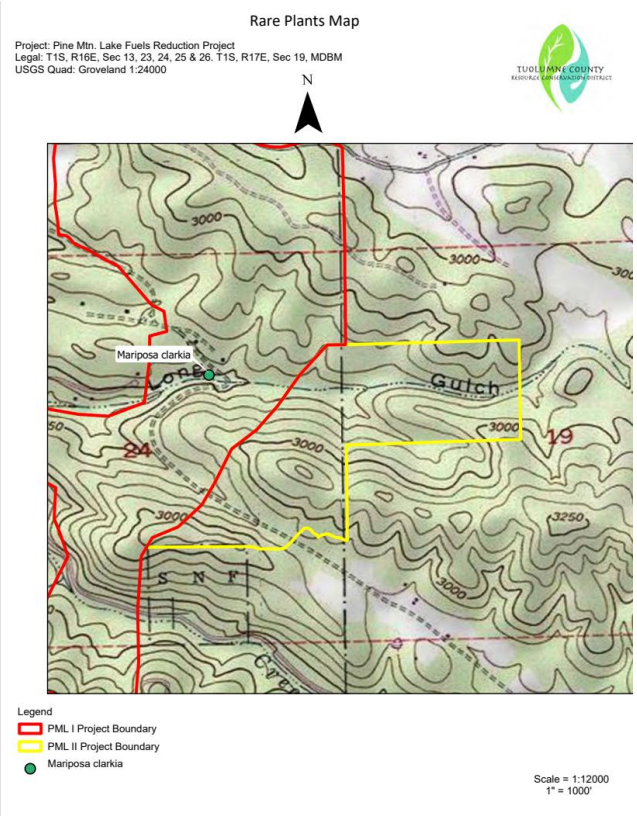
Site-specific surveys confirm non-occupancy of the nest site; or

A qualified biologist determines that the proposed operations will not adversely affect the owls' nesting or fledging success.

Mariposa clarkia

Surveys conducted for PML Phase II identified a population of Mariposa clarkia (Clarkia mariposae) located along Long Gulch near the road crossing. To support the preservation of this sensitive botanical resource, all Clarkia populations and other special-status plant species within the project area will be clearly flagged and avoided during project activities.

EEZ's will be established prior to ground disturbance to ensure the protection of these populations, and site-specific avoidance measures will be implemented as needed to minimize impacts.



Other Protections

TCRCD will also conduct surveys during February – May for Spotted Owls, insects, amphibians, and plants of concern. If any of these are discovered within the project area, EEZs will be put in place around them.

SECTION FOUR: PROPOSAL PACKAGE REQUIREMENTS

PROPOSAL FORMAT

For proposals to be considered complete, proposers must provide ***all*** requested information:

Each proposer must submit one original proposal in electronic format (Adobe pdf is preferred) to the recipient and by the deadline outlined in the timeline.

A. PROPOSAL ELEMENTS

1. **Cover Sheet** to include:
   Title of Proposal.
   Name and address of company.
   Contact person, phone and email address.

2. **Qualifications and Experience**

   Provide an overview of your experience with similar projects and comparable work. Describe your experience coordinating with project managers, state agencies, and lead agencies. Include information pertaining to licenses,

permits, etc.

3. **References**

   Include at least three references who can speak about your past performance and capability on similar projects, including at least one reference who has worked with you within the last 18 months.

4. **Approach**

   Describe your approach to providing the Scope of Services described in the RFP in a high quality, cost-effective, environmentally sound manner that will meet the TCRCD's proposed schedule. Demonstrate a thorough conceptual and technical understanding of the purpose and scope of the project. If planning to contract out for any services in the Scope of Services, identify which items and subcontractors.

   Include a detailed list of owned, leased or otherwise secured equipment that will be used for the project.

5. **Staff to be Assigned**

   Provide a staff organization chart or list and identify the qualifications, roles and responsibilities to be fulfilled by each staff member or subcontractor.

6. **Bid Presentation**

   Bids shall reflect costs for treatment of the total project. The cost per acre will reflect the cost average per acre with all types of treatment considered. Please note that acreage numbers for each Unit are initial estimates only.

Final payment for mastication work will be based on *actual measurements* made by the Project Manager and the grantor once work has been completed and approved.

Please note: TCRCD intends to award one contract. The breakdown of hand work vs mastication is outlined below:

	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Total
Hand	2.5	17	0	0	11	30.5
Mastication	30.5	95	13	1	0	139.5
					Total	**170**

Cost Proposal Format

PML II – 170 acres

TASKS	Bid Total
TASK 1-CUT DEAD HAZARD TREES	$_____
Task 2 – MASTICATION OF 139.5 ACRES	$_____
TASK 3 – HAND TREATMENT OF 30.5 ACRES	$_____
TOTAL BID AMOUNT	**$_____**
TOTAL BID AMOUNT / 170 ACRES =	**$_____ COST PER ACRE**

NOTE:

- BID AMOUNT TO INCLUDE ALL TASKS.
- CONTRACTOR TO BE PAID ON A PER ACRE BASIS. GRANTOR EXLUDES FIELDS, ROADWAYS ETC FROM ACRES TREATED.
- SUBCONTRACTOR – IF SUBCONTRACTORS WILL BE USED, PLEASE EXPLAIN WHO IT WILL BE AND AT WHAT CAPACITY.

SECTION FIVE: RFP PROCESS

A. SUBMITTAL OF PROPOSALS

Proposals must be sent on time as outlined in the timeline. Please include yourself as a recipient so that you will have an electronic record of your submittal.

It is the sole responsibility of the proposer to deliver its proposal so that it is received by the time and date required. Any proposal received after the specified deadline cannot be considered and will not be accepted.

B. COSTS OF DEVELOPING PROPOSALS

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by TCRCD, nor will grant funds be used for such reimbursement.

C. PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each proposer to be familiar with all the specifications, terms and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the TCRCD based upon ignorance of or misunderstanding of the specifications.

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to public disclosure.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at TCRCD's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the TCRCD determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The TCRCD may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or TCRCD may waive such deficiency, whichever is most advantageous to the TCRCD.

D. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES

Proposals received in response to this solicitation, at the TCRCD's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The TCRCD reserves the right to negotiate modifications or revisions to any awarded contract.

E. EVALUATION OF PROPOSALS

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contract that best satisfies the TCRCD's requirements. The following describes the evaluation process and associated components.

1. Selection Process

a) The TCRCD shall name, for the purpose of evaluating the proposals for this RFP, a Selection Committee composed of representatives from the TCRCD. TCRCD reserves the right to include as part of the Selection Committee qualified representatives from other agencies or entities.

b) Proposal documentation requirements set forth in the RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Selection Committee. Proposers shall be prepared to respond to requests by the Selection Committee for additional items deemed necessary to assist in the evaluation process.

2. Evaluation Criteria and Scoring

a) The Selection Committee shall be responsible for performing the evaluations of each proposal. Best approach determination shall be the evaluation method used when considering criteria other than merely cost. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be combined to provide a total score for each of the proposers. The proposals shall be evaluated in the following categories and the maximum weight possible for each category is listed below.

1.	Completeness of Proposal	Pass/Fail
2.	All Required Licensing and Certifications	Pass/Fail
3	Within Budget	Pass/Fail
3.	Approach	30 points
4.	Qualifications and Experience	30 points
5.	Attendance on Entire Pre-Bid Tour	5 Points
6.	Cost	25 points
7.	Local Workforce – bidders with primary business addresses in the counties of Tuolumne, Amador, Calaveras, or Mariposa will be awarded 10 points.	10 points
	Total	100 Points

3. Contract Award

Award will be given to the qualified proposer whose proposal will be the most advantageous to the TCRCD, with cost and all other factors considered. The TCRCD will negotiate with the highest ranked proposer to develop the scope of work and contract for mutual satisfaction.

If the TCRCD cannot successfully negotiate a contract with the highest ranked proposer, the TCRCD will terminate negotiations and begin negotiations with the next highest ranked proposer.

Proposers will receive emailed Award/Non-Award notification(s) which will include the name of the proposer to be awarded this contract.

Proposers are advised that the TCRCD reserves the following prerogatives:

- To reject any or all proposals
- To consider historic information and facts, whether gained from the proposer's proposal or any other source, in the evaluation process, and
- The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the TCRCD is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may result in an adverse impact on the evaluation of the proposal.

F. OTHER REQUIREMENTS

In order to contract with the TCRCD, a proposer must meet the following requirements:

- The proposer must be a CA Licensed Timber Operator in good standing (LTO) or utilize only sub-contractors that are LTOs. The proposer must provide proof of the LTO certificate.
- Include a copy of a W9 with completed contract.
- Comply with all Federal, State and local rules, regulations and policies, including but not limited to insurance coverage to include worker's compensation, general liability, auto liability and professional liability, unless waived by the TCRCD
- Meet the requirements for audit of its expenditures if required in the above documents.

A. Non-Discrimination

The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

B. Protest/Appeal Process

The following procedure is provided in the event that a proposer wishes to protest the RFP evaluation and selection process or appeal the recommendation to award a contract for the Pine Mountain Lake Fuel Reduction Project Phase II once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to TCRDC's office at 81 North Washington Street suite B, PO box 4394, Sonora, CA 95370 or mailed to the same address presented above. Attention: Lindsay Mattos. TCRCD District Manager
- The protest must be submitted or postmarked before 6:00 PM on the 7th calendar day following the date of the Notice of Award.

- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number, and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a claim or legal proceedings.

Upon receipt of written protest/appeal, the TCRCD will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within 20 business days of receipt of the appeal/protest.

C. Public Records Access

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request***. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act.*** To the extent that the TCRCD agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Selection Committee has completed its evaluation and, or if, contract negotiations are completed.

Contract for Pine Mountain Lake Fuel Reduction Project Phase II

DRAFT

TUOLUMNE COUNTY RESOURCE CONSERVATION DISTRICT

PROFESSIONAL SERVICES AGREEMENT WITH

_____

This CONTRACT ("Contract") made and entered into on this 11th day of September 2024 by and between:

Tuolumne County Resource Conservation District ("TCRCD")
PO Box 4394
Sonora, CA 95370

And

_____ ("CONTRACTOR")
_____

_____

With respect to the following recitals:

WHEREAS, the TCRCD is a Special District as organized under Division 9 of the California Public Resources Code; and

WHEREAS, the TCRCD has entered into Agreement No. 5GG23222 with the California Department of Forestry and Fire Protection ("GRANTOR") to manage and implement the "Pine Mountain Lake Fuel Reduction Project Phase II" herein known as the "PROJECT"; and

WHEREAS, The CONTRACTOR has the knowledge and expertise to perform the services set forth in this CONTRACT and desires to perform the services required by this CONTRACT under the terms and conditions set forth in this CONTRACT;

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, the parties agree as follows:

ARTICLE 1: TIME OF COMMENCEMENT AND COMPLETION

Notice to Proceed will be issued once outstanding contracts are finalized and all restrictions are lifted.

The dates of work are dictated by environmental protection requirements, weather, the Forest Practice Rules, and the overall construction work window.

The CONTRACTOR shall diligently prosecute all work to completion on or before February 1st, 2026, unless unforeseen circumstances happen, and are communicated with the TCRCD.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform those services described in the Scope of Work which is hereby incorporated by this reference as if set forth here in full and attached as Attachment C.

The CONTRACTOR is expected to complete the Scope of Work as presented in the CONTRACTOR bid attached hereto as Attachment D. However, due to weather and other variables it is understood that the timeline and approach for project completion may need revision. All changes deterring from original bid proposal must be clearly communicated to Project Manager. Method of communication will be agreed to during the initial project walkthrough.

Service performed by the CONTRACTOR shall include but not limited to hazardous fuel reduction as outlined in the Scope of Work.

CONTRACTOR shall complete all information required and abide by all the terms of the Fire Plan for Construction and Service Contract attached hereto as Attachment B.

CONTRACTOR shall provide all labor and equipment, required or necessary to perform services in a manner commensurate with the highest professional standards of qualified and experienced personnel in the CONTRACTOR'S field.

ARTICLE 3: COMPENSATION

CONTRACTOR will be paid for services performed under this Agreement as follows unless other arrangements are agreed to by the TCRCD and CONTRACTOR:

The value for the contract shall not exceed $_____ for the duration of the term of the contract.
CONTRACTOR will be paid for the following as agreed:

_____

This contract does not guarantee a number of acres. Payment will be made based on completed acreage. Untreated riparian buffers, other areas excluded due to environmental constraints will not count as treated acres. Additional acres may be added to the contract only with written approval from the TCRCD.

If a Right of Entry from a private landowner is rescinded the entire treatment segment may be deleted. The CONTRACTOR will receive written notification if this situation does occur.

CONTRACTOR shall submit an invoice to the TCRCD for completed services no more frequently than monthly.

Each invoice will indicate acreage treated and a map of treatment area. TCRCD and GRANTOR will complete a compliance inspection. Payment will be based on actual/measured treated acreage and verification that all activities for that area are complete. The TCRCD will not submit CONTRACTOR 's invoice to funder until all required documentation is in the TCRCD's possession and has been reviewed for accuracy.

The TCRCD will pay the CONTRACTOR ninety (90%) of the amount of each properly submitted and undisputed progress payment request. Ten percent (10%) of the amount of each payment request will be held as retention by the TCRCD until final completion and acceptance of all work under the Contract.

Payments may be withheld on account of (1) defective work not remedied; (2) claims or stop notices filed; (3) failure of CONTRACTOR to make payments properly to subcontractors or for labor, materials, or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the work by CONTRACTOR.

Final payment shall not be due until CONTRACTOR has delivered to TCRCD a complete release of all stop notices arising out of this Contract or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to TCRCD indemnifying TCRCD against any such notice or lien.

In the event that the funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties' understandings and expectations that no such shortage of funding will occur, TCRCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to CONTRACTOR as soon as is reasonably possible after TCRCD learns of said unavailability of outside funding.

3.1 Payment Schedule

Progress payment requests shall be submitted to the TCRCD in arrears to:

Tuolumne County Resource Conservation District
P.O. BOX 4394
Sonora, CA 95370

Or Tricia@tcrcd.org

The TCRCD will submit payments to CONTRACTOR within 30 days after it receives notification of approval for payment from the grantor. The district shall not be obligated to pay for services before it receives the specific grant funding approval applicable to each respective payment request from the funder. Grant funding advances will be obtained by TCRCD in order to expedite reimbursement once payment request is approved. If grant funding advances are delayed and TCRCD foresees a lag in reimbursement greater than 30 days from approval, TCRCD will notify CONTRACTOR at which time CONTRACTOR can choose to stall work until advance payments are received.

Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulation, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.

3.2 Invoice criteria:

The invoice shall contain the following information:

- The word "INVOICE" shall appear in a prominent location at the top of page(s).
- Printed name of the CONTRACTOR.
- Business address of the CONTRACTOR, including P.O. Box, City, State, and Zip Code.
- The date of the invoice.
- The number of the Agreement upon which the claim is based; and
- **The time covered by the invoice, i.e., the term "from" and "to**;"
- A brief description of the work performed.
- The amount due by acre.
- The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the CONTRACTOR under the terms of this Agreement; and Original signature of CONTRACTOR

ARTICLE 4: METHOD OF PERFORMING SERVICES

The TCRCD will inform the CONTRACTOR if additional duties are required, and such additional services will be mutually agreed upon. The TCRCD will work with the CONTRACTOR to schedule any such additional duties.

CONTRACTOR Responsibilities include:

- CONTRACTOR will work cooperatively with the Project Manager, Landowners, and TCRCD to ensure compliance with the guidelines, conditions and criteria of the grant.
- CONTRACTOR will provide at least a 24-hour notice to Project Manager before starting work and/or moving to a new parcel. Project Manager is responsible for communicating with Landowners.
- CONTRACTOR will retain area/vegetation designated for retention or protection.
- CONTRACTOR will be responsible for ensuring protection of structures, property improvements, power lines and other utilities.
- Residual trees will be protected from skin ups and damage while CONTRACTOR determines and implements the treatment of trees and brush within the project area.
- All traffic control and signs will be the responsibility of the CONTRACTOR.
- CONTRACTOR shall supervise and direct the work using CONTRACTOR's best skill and attention. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract. If the

work of the Contract is part of a larger project, CONTRACTOR shall communicate and cooperate with TCRCD and any other CONTRACTORs on the project to the extent necessary so that the performance and sequence of the entire project may be carried forward in good order and in a timely manner.

- Unless otherwise specifically noted in writing signed by TCRCD, CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.
- CONTRACTOR shall always enforce strict discipline and good order among CONTRACTOR's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- CONTRACTOR represents and warrants to TCRCD that all materials, equipment, and work incorporated in the execution of this project shall be of excellent quality, free from faults and defects and in conformance with the Contract documents. All materials, equipment and work not so conforming to these standards may be considered defective. This warranty shall be in addition to any other warranty provided by law or contract.
- CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required by law and shall secure and pay for all permits, fees, and licenses necessary for the execution of the work. This responsibility for tax payment includes the payment of all timber tax related to the felling and removal of Timber from the Timber Production Zone. CONTRACTOR shall also defend and indemnify TCRCD against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the TCRCD with respect to the tax liability of the Timber removed and transferred to CONTRACTOR.
- CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work and shall notify District if any of the Contract Documents are at variance therewith.
- CONTRACTOR shall be responsible for the acts and omissions of all CONTRACTOR's employees and all Subcontractors, their agents and employees and all other persons performing any of the work under a contract with CONTRACTOR.
- CONTRACTOR shall always keep the project area free from waste materials or rubbish caused by CONTRACTOR's operations. At the completion of the work, CONTRACTOR shall remove all CONTRACTOR’s waste materials and rubbish from and about the project as well as CONTRACTOR's tools, construction equipment, machinery, and surplus materials. If CONTRACTOR fails to clean up, TCRCD may do so and charge the cost to CONTRACTOR.
- CONTRACTOR acknowledges that he or she has made an independent investigation of the job site, including underground conditions and all other conditions that might affect the progress of the work and is satisfied as to those conditions.
- CONTRACTOR acknowledges that he or she has read and understands all the Contract Documents.
- CONTRACTOR shall take all precautions necessary for fire prevention and control. The

CONTRACTOR shall have on site an adequate transportable water supply capable of fire suppression in the event a fire should result from execution of the work. All vehicles and equipment must be equipped with operable fire extinguishers and approved spark arrestors.

- Failure to meet project specifications may result in revocation of the contract if the operator is unable to take corrective action within 2 weeks written notice from the TCRCD.

ARTICLE 5: INSURANCE AND INDEMNIFICATION

5.1 Workers Compensation

CONTRACTOR agrees to provide workers' compensation insurance for CONTRACTOR's employees and agents and agrees to hold harmless and indemnify the TCRCD for any and all claims arising out of any injury, disability, or death of any of CONTRACTOR's employees or agents.

5.2 Insurance Coverage

The CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the TCRCD. The CONTRACTOR's insurance policies shall be placed with insurer(s) with acceptable Best's rating of A. The CONTRACTOR shall provide notice to the TCRCD by registered mail thirty (30) days prior to cancellation or material change for all the following stated insurance policies:

- **Workers/Compensation Coverage** – Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees). This coverage is unnecessary if CONTRACTOR employs no staff.

- **General Liability Coverage** – Commercial general liability insurance with a minimum liability limit per occurrence of not less than one million dollars ($1,000,000) per occurrence and not less than two million dollars ($2,000,000) aggregate. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed in this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations, and broad form contractual.

- **Automobile Liability Insurance** -- with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage. This insurance shall cover bodily injury and property damage, owned, hired, and non-owned vehicles.

Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:

- The TCRCD, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("TCRCD additional insureds").

- This policy shall be considered and include a provision it is primary as respects the TCRCD additional insureds and shall not include any special limitations to coverage provided to the TCRCD additional

insureds. Any insurance maintained by the TCRCD, including any self-insured retention of TCRCD, shall be considered excess insurance only and shall not contribute with it.

- This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- The insurer waives all rights of subrogation against the TCRCD additional insureds.
- Any failure to comply with reporting provision of the policies shall not affect coverage provided to the TCRCD additional insureds.

Deductibles and Self-Insured Retentions: Any deductibles for self-insured retentions must be declared to and approved by the TCRCD. At the TCRCD's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory to the TCRCD, a new policy or endorsement shall be promptly obtained and evidence submitted to the TCRCD for approval.

Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

5.3 Hold Harmless

CONTRACTOR shall indemnify, defend, save, protect and hold harmless the TCRCD, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "TCRCD") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed alleged to be caused, in whole or in part, by the negligence or willful misconduct of CONTRACTOR, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse TCRCD for any expenditures, including reasonable attorney's fees, the TCRCD may make by reason of such matters and, if requested by TCRCD, shall defend any such suits at the sole cost and expense of CONTRACTOR. CONTRACTOR's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the TCRCD or any other person; provided, however, that CONTRACTOR shall not be required to indemnify TCRCD for the proportion of Liability a court determines is attributable to the negligence of willful misconduct of the TCRCD.

If such indemnification becomes necessary, Counsel for the TCRCD shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the TCRCD. This indemnification clause shall survive the termination of expiration of this Agreement.

ARTICLE 6: ACCESS TO RECORDS/RETENTION

The CONTRACTOR will provide documents, papers and records which are directly pertinent to the subject

matter of this Agreement and project described within the agreement for the purpose of making audit, examination, excerpts, and transcriptions. The CONTRACTOR shall provide all reporting documentation to the TCRCD Project Manager in an orderly and timely manner to provide for efficient reporting. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least three (3) years after TCRCD makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

ARTICLE 7: CONFIDENTIALITY

Information received from TCRCD regarding personal information of applicants is confidential. CONTRACTOR agrees to divulge confidential information only to TCRCD or with permission of TCRCD.

ARTICLE 8: ASSIGNMENT

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the CONTRACTOR without the prior written consent of TCRCD.

ARTICLE 9: NONDISCRIMINATION

The activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the American's with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, marital or family status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

ARTICLE 10: Drug-Free Workplace Certification and Compliance

1. **Certification.**
   Contractor certifies, under penalty of perjury under California law, that it will comply with the Drug-Free Workplace Act of 1990 (California Government Code §§ 8350 et seq.) and shall maintain a drug-free workplace throughout the term of this Agreement.

2. **Policy Statement.**
   Contractor shall publish a statement informing all employees that the manufacture, distribution, dispensation, possession, or use of controlled substances in the workplace is prohibited and detailing the disciplinary actions for violations, as required by § 8355(a).

3. **Awareness Program.**
   Contractor shall implement a Drug-Free Awareness Program in accordance with § 8355(b), educating employees about:

   - The dangers of drug abuse in the workplace;
   - Contractor's policy of maintaining a drug-free workplace;

- Available counseling, rehabilitation, and employee assistance programs;
- Penalties for drug abuse violations.

4. **Employee Acknowledgment.**
   Contractor shall ensure that each employee engaged in performance of the contracted services:
   - Receives a copy of the drug-free policy statement; and
   - Signs a statement agreeing to abide by the policy, as required by § 8355(c).
5. **Enforcement & Remedies.**
   The State or contracting agency may terminate this Agreement or suspend payments if Contractor falsifies its certification or fails to implement, maintain, or enforce the Drug-Free Workplace obligations. Contractor acknowledges that violation may also lead to debarment under Government Code §§ 8350 et seq. (CLPCCD, CLPCCD)

ARTICLE 11: TERMINATION OF OCCURRENCE OF STATED

This agreement shall terminate automatically on the Occurrence of any of the following events:

1.Bankruptcy or insolvency of any party

2.Sale of the business of any party

3.Death of any party

ARTICLE 12: TERMINATION BY TCRCD FOR DEFAULT OF CONTRACTOR

Should CONTRACTOR default in the performance of this agreement or materially breach any of its provisions, TCRCD at TCRCD's option, may terminate this agreement by giving written notification to CONTRACTOR. For the purposes of this section, material breach of the agreement shall include, but not be limited to the following: Failure to adequately carry out assignments as directed by TCRCD within 2 weeks of notice/direction from TCRCD

ARTICLE 13: TERMINATION BY CONTRACTOR FOR DEFAULT OF TCRCD

Should TCRCD default in the performance of this agreement or materially breach any of its provisions, CONTRACTOR at the CONTRACTOR's option, may terminate this agreement by giving notice to TCRCD. For the purposes of this section, material breach of this agreement shall include but not be limited to the following: Failure to pay CONTRACTOR for services rendered as agreed.

ARTICLE 14. GENERAL PROVISIONS

Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepared with return receipt requested. Mailed notices shall be addressed to the parties of the addresses appearing in the introductory paragraph. Notices delivered personally will be deemed as of actual receipt: mailed notices shall be deemed communicated as of two days after postage on mailed envelope.

14.01 Entire Agreement of Parties

This agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the rendering of services by CONTRACTOR for TCRCD and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing have been made by any party, or on the behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

14.02 Partial Invalidity

If any provision in this agreement is held by a court of competent jurisdiction to be invalid

void or unenforceable, the remaining provisions will nonetheless continue in full force without being impaired or invalidated in any way.

14.03 Arbitration of Disputes Required

Any dispute or claim that arises out of or that relates to this contract, or to the existence, scope, or validity of this contract agreement, or that relates to the breach of this contract, or that arises out of or that is based upon the employment relationship (including any wage claim, any claim for wrongful termination, or any claim based upon any statute, regulation, or law, including those dealing with employment discrimination, sexual harassment, or civil rights, age, or disabilities), or a dispute between CONTRACTOR and TCRCD that arose/arises before, during, or after employment, shall be resolved by arbitration in accordance with the then effective arbitration rules. *If dispute persists upon the completion of the arbitration process each party has the right to carry out litigation.*

14.04 Attorney's Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action brought for that purpose, in addition to any other relief to which the party may be entitled.

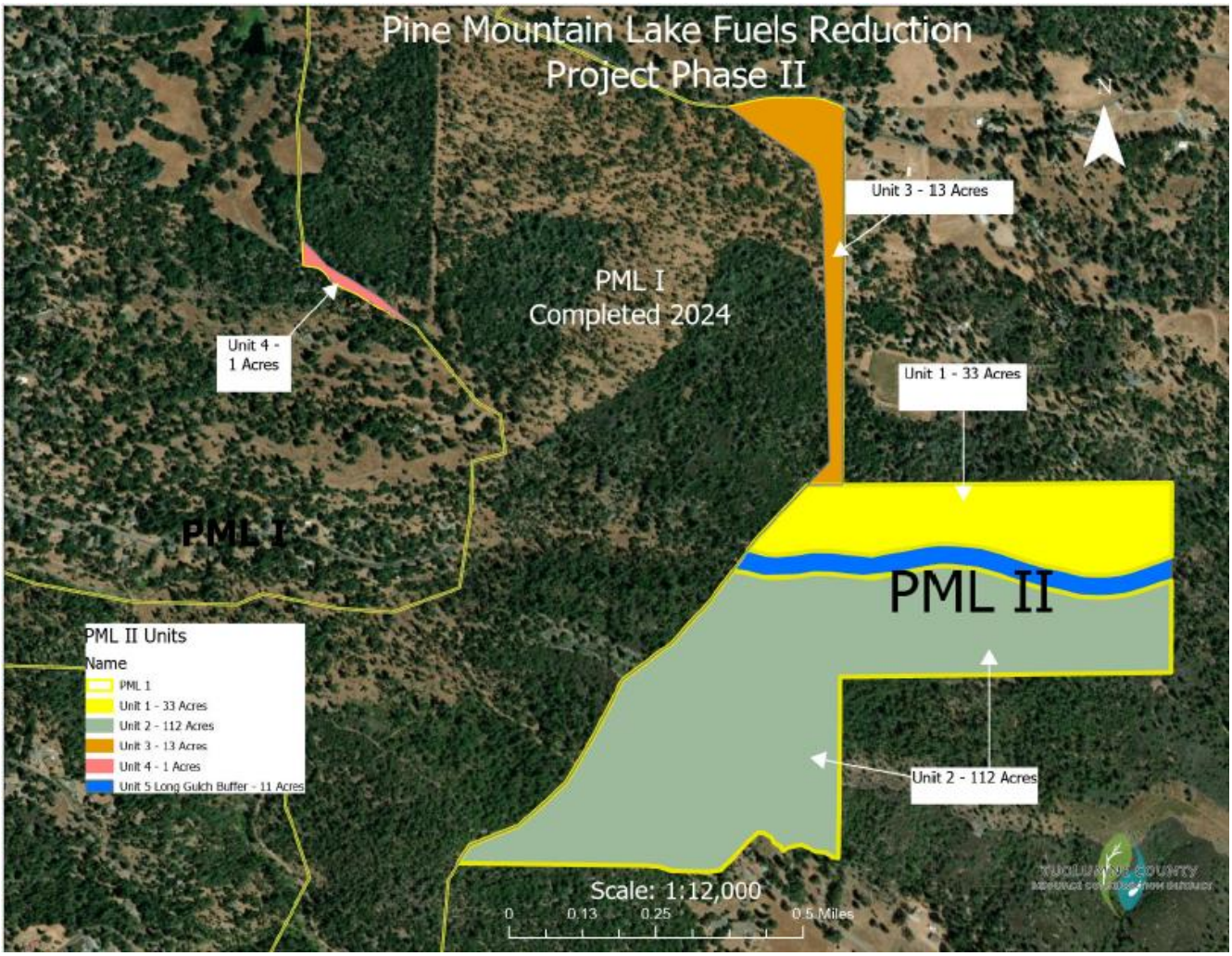
14.05 Governing Law

This agreement will be governed by and construed in accordance with the laws of the State of California. Executed in Tuolumne County, California, on the date and the year first above written.

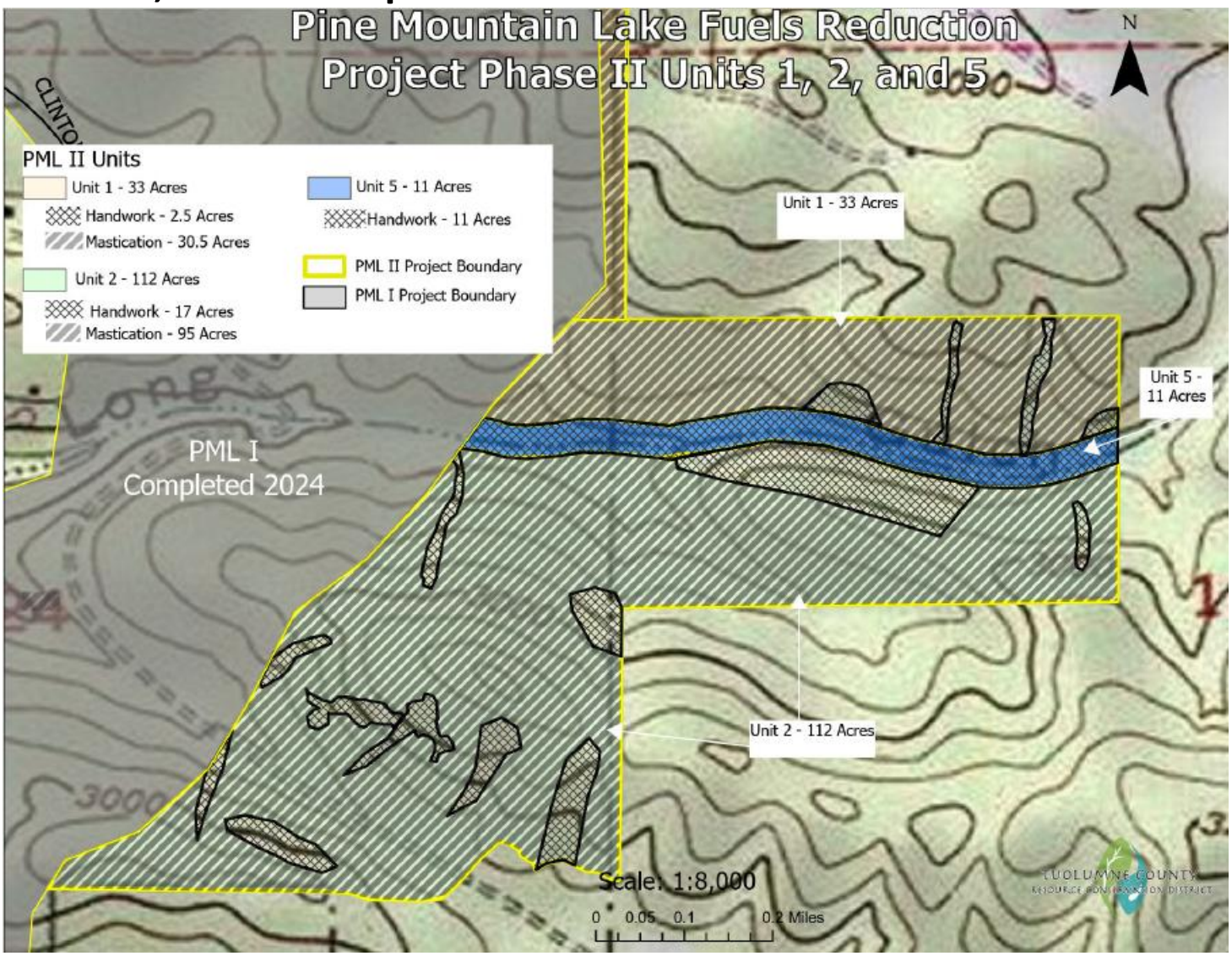
CONTRACTOR	**TCRCD**
Signature	Signature Lindsay Mattos, District Manager
Printed	Printed
Date	Date

Attachment A: Project Maps

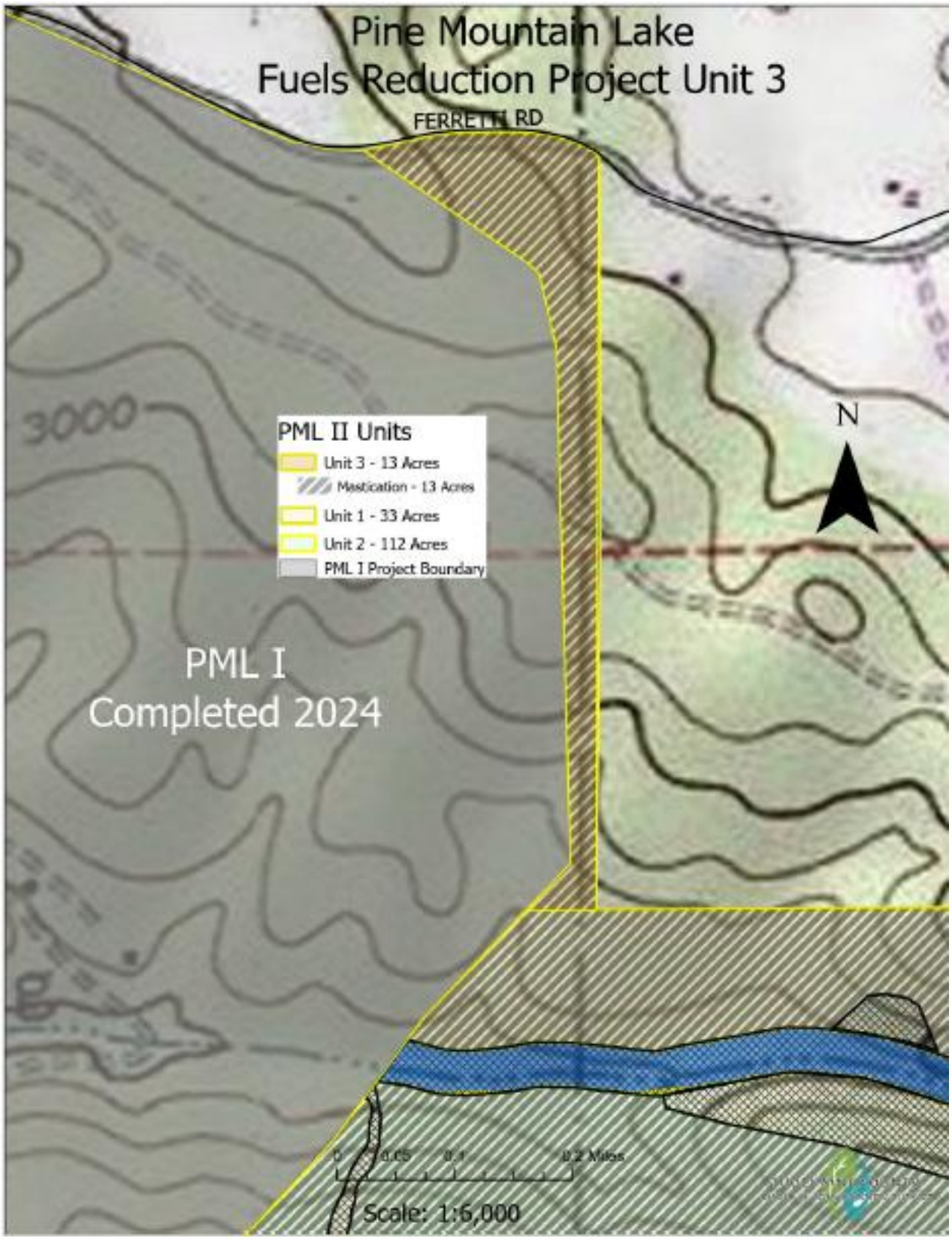
Project Overview Map



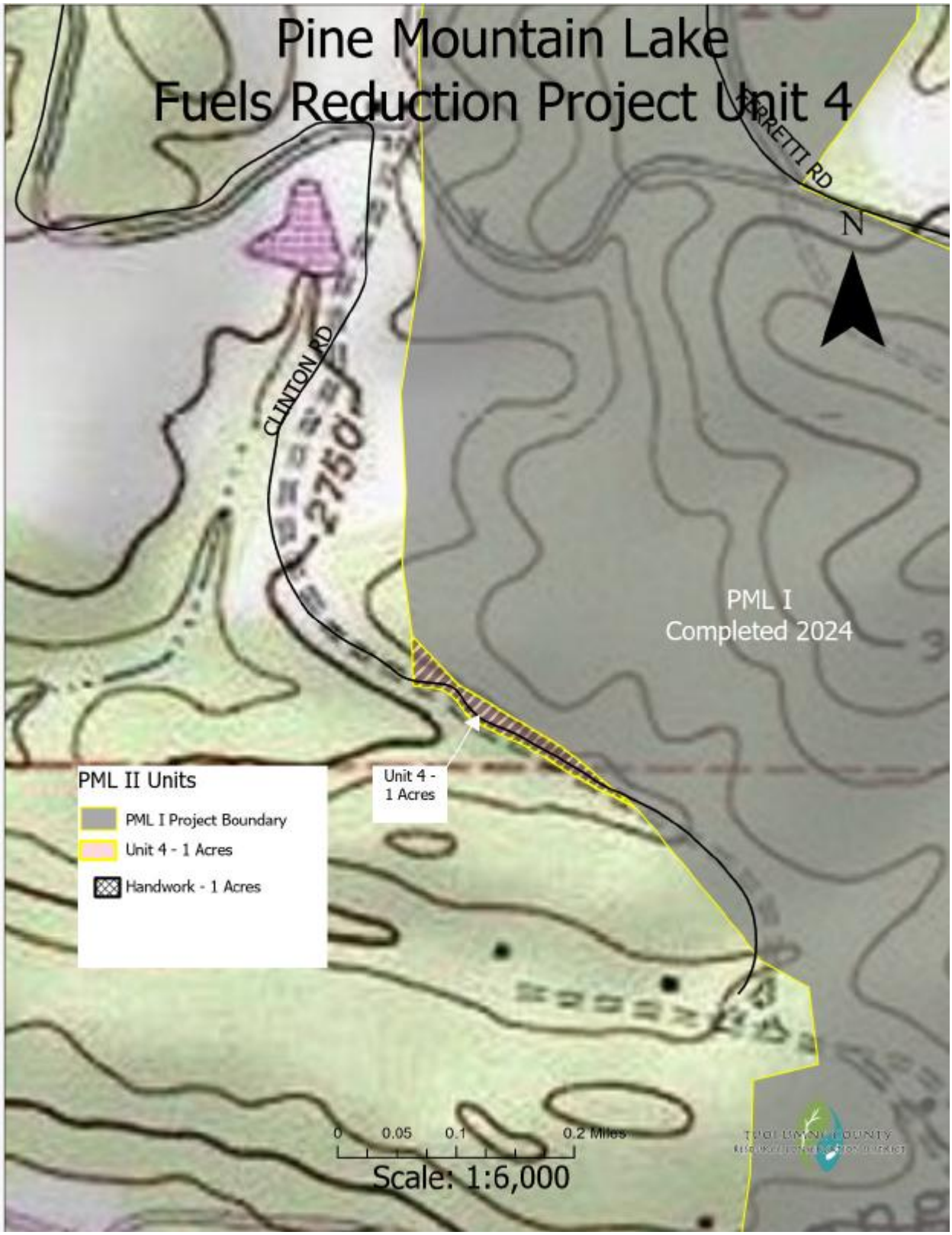
Units 1, 2 and 5 Map



Unit 3 Map


Pine Mountain Lake
Fuels Reduction Project Unit 3
FERRETTI RD
3000
PML II Units
Unit 3 - 13 Acres
Mastication - 13 Acres
Unit 1 - 33 Acres
Unit 2 - 112 Acres
PML I Project Boundary
N
PML I
Completed 2024
0
0.05
0.1
0.2 Miles
Scale: 1:6,000

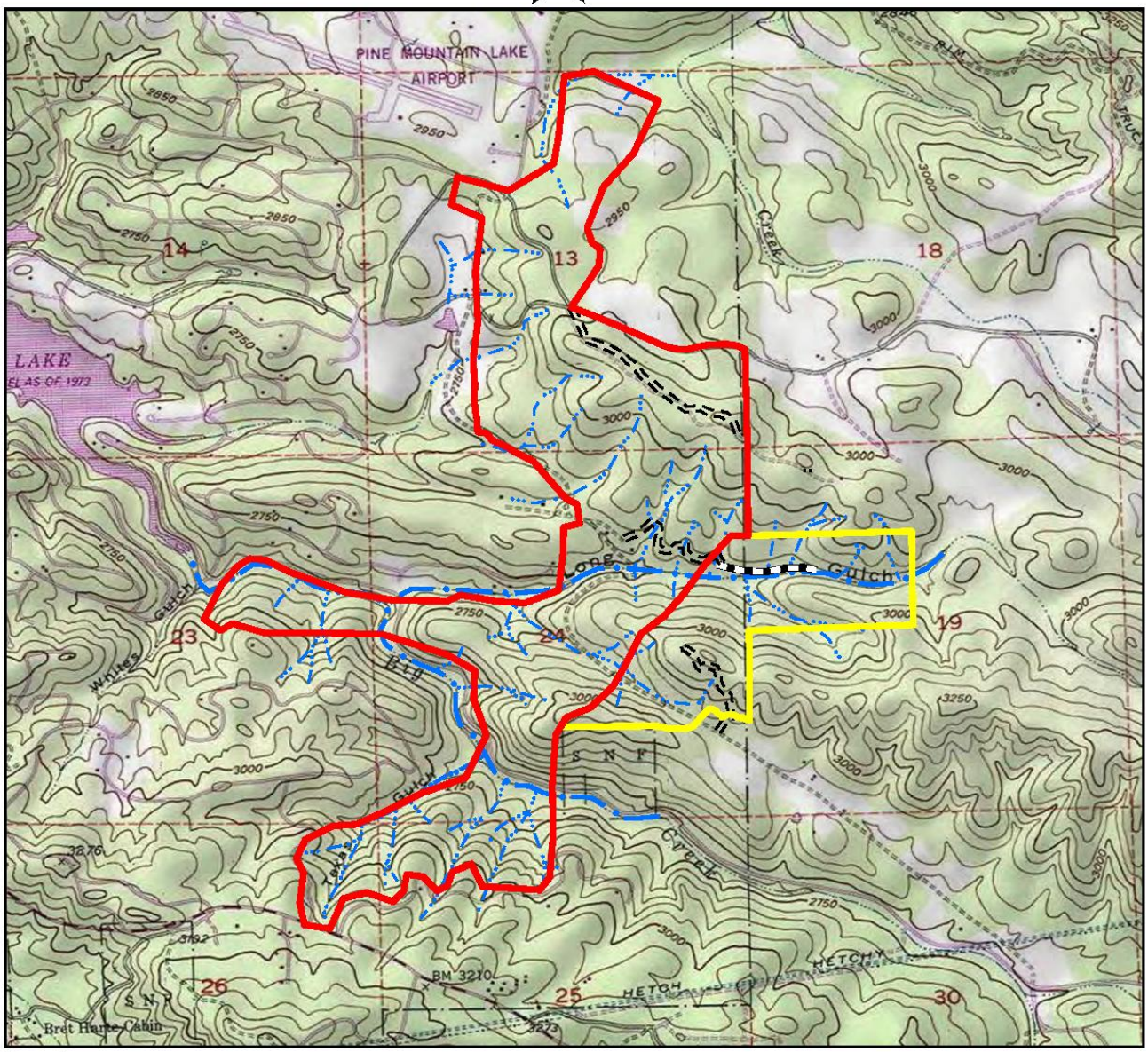
Unit 4 Map


Pine Mountain Lake
Fuels Reduction Project Unit 4
TARRETTI RD
N
CLINTON RD
2750'
PML I
Completed 2024
PML II Units
PML I Project Boundary
Unit 4 - 1 Acres
Handwork - 1 Acres
Unit 4 -
1 Acres
0
0.05
0.1
0.2 Miles
Scale: 1:6,000

Roads and Watercourses Map

Project: Pine Mtn. Lake Fuels Reduction Project
Legal: T1S, R16E, Sec 13, 23, 24, 25 & 26. T1S, R17E, Sec 19, MDBM
USGS Quad: Groveland 1:24000

N



Legend

- PML I Project Boundary
- PML II Project Boundary

Roads

- Dirt/Gravel Road
- WLPZ Road

Watercourses

- Class I
- Class II
- Class III

Scale = 1:24000
1" = 2000'

Attachment B: 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 their employees, subcontractors and their employees from setting fires, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall immediately initiate actions to 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. Tuolumne County Resource Conservation District (TCRCD)

The TCRCD 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 TCRCD representatives 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 where the contractor is actively skidding logs into and performing operations such as delimbing, log manufacturing, or chipping. Days when only loading logs or stockpiling chips occurs on a cleared landing do 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 delimbers, 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 set by the TCRCD is April 2 through November 15 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 (PRC). 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, masticators, 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.

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 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 tanks over roads serving Contract Area. Tank trucks or trailer shall be equipped with the following:

i. Pumps, 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. Pumps shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

Temp	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
	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM

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.

ii. 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.

iii. 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

iv. Sufficient fuel to run the pump for 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 TCRCD, 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 should 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 propellent.
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 should 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.

g. **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.

h. **Permits Required**: The Contractor must secure a special written permit from the Project Manager 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.

i. **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.

j. **Smoking**: Smoking **will not** be permitted at any time on the project site.

k. **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.

l. **Reporting Fires**: As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall **call 911** to notify of any fires in Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to the Project Manager and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Office telephone
Project Manager	Frank Lewicki	81 N. Washington St, Sonora, CA 95370	(530) 557-9632
Executive Director	Lindsay Mattos	81 N. Washington St, Sonora, CA 95370	(209) 559-9066

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

m. **Communications**: Contractor shall furnish a serviceable telephone, radiotelephone 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, TCRCD may accept a reasonable alternative location. The communication system should provide prompt and reliable communication between Contractor's headquarters (or agreed to alternative) and TCRCD via commercial telephone.

n. **Procedures for Reporting a Wildfire or Medical Emergency**

1. Contact **911** and clearly state that "This is an emergency call."
2. When reporting a fire, provide the following information:
    - Your Name
    - Call back telephone number.
    - Project Name and Location; Descriptive location (Reference point) and Legal description (Township, Range, Section)
    - Fire Information: Including Acres, Rate of Spread and Wind Conditions
    - If location is off the main road system, send someone to guide emergency responders to scene.
3. In the event of fire - direct personnel and equipment to engage in fire suppression as soon as possible and continue the attack until relieved by Fire Agency personnel.
4. If it is a medical emergency, give aid to the victim(s) until first responders arrive.
5. Contact Project Manager and relay emergency information.

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

o. **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 TCRCD as required. This Fire patrol is required on foot, unless otherwise agreed. By agreement, one patrolperson may provide patrol on this and adjacent projects.

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

Title	**Name**	**Telephone Number**
Fire Supervisor		
Fire Patrolperson		

p. **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 haul back 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.

q. **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 High South

The U.S. 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. Generally, the U.S. Forest Service will determine the following day's activity level by 6:00 PM. Contractor shall obtain the predicted Project Activity Level from the U.S. Forest Service/Stanislaus National Forest Project Activity Line before starting work each day.

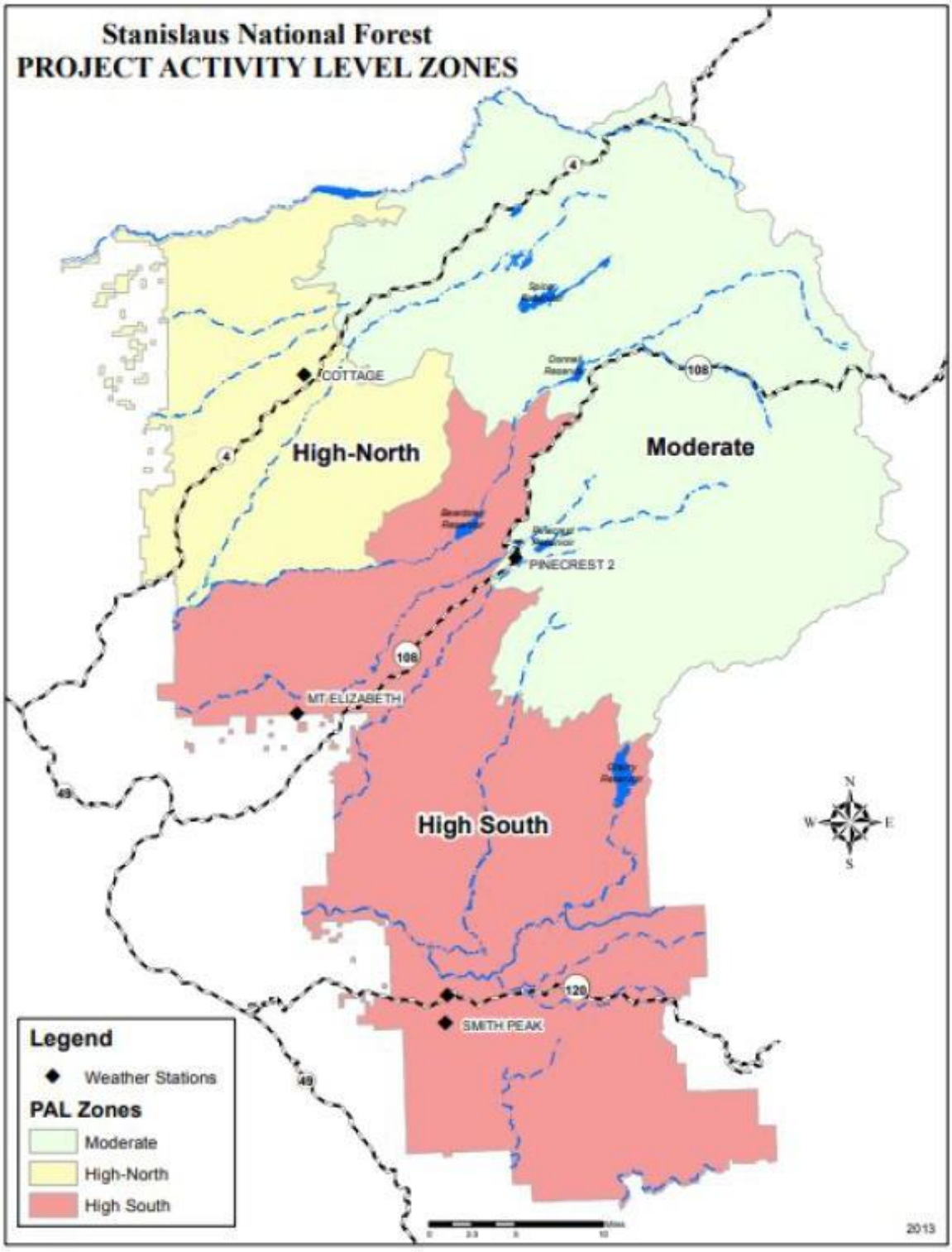
Phone Number or Website to obtain Predicted Activity Levels: **209-532-5601**

PROJECT ACTIVITY LEVEL

Level	***Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.***
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.
Level	***Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.***
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	1. The following activities may operate all day: 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 stockpile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations are associated with loading logs or other forest products at approved landings. 2. Hot Saws or **Masticators** may operate until 1:00 PM; provided that: a) A tractor or other equipment with a blade capable of constructing fire line 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 TCRCD. 3. All other conventional Mechanical Operations are permitted until 1:00 PM.
E	The following activities may operate all day: 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 stockpiles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. All other activities are prohibited.

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.


Stanislaus National Forest
PROJECT ACTIVITY LEVEL ZONES
COTTAGE
PINECREST 2
MT ELIZABETH
SMITH PEAK
High-North
Moderate
High South
108
4
49
120
N
W
E
S
Legend
Weather Stations
PAL Zones
Moderate
High-North
High South
2013