REQUEST FOR PROPOSAL (RFP)
For Contracted Services to
TUOLUMNE COUNTY RESOURCE CONSERVATION DISTRICT
TO ACCOMPLISH TASKS OF THE
Jamestown Road Fuels Management Project
Grant Agreement Number: L24AC00420-00

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	Wednesday January 14, 2026
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 Friday January 23, 2026 at the gate at 19913 Rough and Ready Trail and will continue to the Project Area. **Please Contact the Project Manager to RSVP** Questions received before 5:00 PM on Wednesday January 28, 2026 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 February 2, 2026**
CONTRACTOR SELECTION	Project Contractor will be selected no later than Wednesday February 4, 2026**.** 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 the 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 May 31, 2026. All invoices to be submitted no later than June 15, 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	1/14/26
Pre-Bid Tour	1/23/26
Deadline for RFP Questions	1/28/26
Deadline for Proposals	2/2/26
Selection Committee Evaluates and Ranks Proposals	2/3/26
Notice of Contract Award (tentative)	2/4/26
Contract Executed (tentative)	2/6/26
Project Start Date (tentative pending NTP)	2/9/26

SECTION TWO: PROJECT BACKGROUND AND OVERVIEW

In February 2024 the TCRCD submitted a grant application to Bureau of Land Management (BLM). The grant was awarded in August 2024, and the contract and funding agreements have been executed.

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

PROJECT DESCRIPTION:

The Jamestown Road Fuels Management Project is an approximate 622 acre project that will reduce the fuel density between the communities of Jamestown and Sonora in Tuolumne County. This project includes approximately 550 acres covering 19 privately owned parcels and 72 acres of BLM land. The project will provide wildfire protection to Jamestown which has a population of 3,379 (2020 census) and the City of Sonora which has a population of 4,994 (2020 census). The project area, classified as High Fire Hazard Severity, was identified by the TCRCD and the Cal Fire Tuolumne Calaveras Unit (TCU) staff for its strategic location and in response to the Washington Fire which threatened the City of Sonora in 2021. The proposed project meets the program strategic goal of fuels management on both federal and non-federal land and will create a more resilient landscape in a Wildland Urban Interface (WUI) area.

This RFP focuses on fuel reduction on an estimated 622 acres divided into three operational units. These units include the west side of Jamestown Road, the east side of Jamestown Road (including the BLM parcel) and a strip along both sides of Jamestown Road 30’ from the edge of the road. Surface and

ladder fuels shall be reduced or modified by mastication, tractor piling and burning or by hand cutting and chipping or piling and burning. Mastication and tractor piling and burning may be conducted by a variety of track laying type machines. Hand work for chipping, as well as piling and burning or lopping and scattering will be conducted by hand crews using chainsaws and other hand tools. Trees less than 12" in diameter at breast height (DBH), surface fuels and ladder fuels will be treated to achieve a target residual tree spacing of 25' to 30' between stems. In areas where no trees are available for retention, aggregations of brush may be retained. Dead trees of any size may be felled and chipped, piled and burned or masticated. Masticated or chipped material will be left on site. The reduction in vegetation will create a shaded fuel break condition that will minimize fire behavior and create a stand structure that is resistant to stand replacing fires.

SECTION THREE: SCOPE OF WORK

It is the intent of these specifications, terms and conditions to describe the services expected by the TCRCD. The TCRCD intends to award the fuels treatment work for the East and West portions of the project to two contractors who best meets the TCRCD's requirements. At the TCRCD's discretion the fuel break along Jamestown Road may be awarded separately. Proposals will be evaluated for "best value" not necessarily "lowest price".

The TCRCD has identified several tasks to be addressed in response to this RFP for these units.

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

- The Project Manager or supervised designee will approve and designate Hazard Trees 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. Once felled the tree shall be topped, delimbed and bucked into pieces (if necessary) so the entire bole is in contact with the ground. Any slash created shall be reduced or modified by mastication or by hand cutting and chipping or piling and burning. Merchandising of Hazard Trees is prohibited.
- Hazard Trees adjacent to protected sites or watercourse protection zones shall be directionally felled away from protected sites or watercourses.
- 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 2-3 large live and dead trees with defects and decaying wood and cavities per acre.

TASK 2-MECHANICAL: Contractor will use tracked mastication machines capable of safely operating on slopes up to 50% 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 Mechanical Treatment Prescription.

Mechanical Treatment Prescription:

- Surface and ladder fuels shall be reduced or modified by mastication, tractor piling and burning on slopes less than 30% or chipping. Mastication may be conducted by a variety of track laying type machines. Mastication will include maintenance and widening of the dozer created fire breaks installed during the Washington Fire and the creation of a fuel break along Jamestown Road and a private road off of Jamestown Road. The widths of the fuel breaks will vary depending on the area.
    - The maintenance fire breaks should be widened to 300' total width.
    - The roadside treatment along Jamestown Road is 30' from the edge of the road along both sides of the road. Traffic control may be required for this treatment. The fuel break along Jamestown Road should be 120' from the roadside treatment buffer. There are areas along the east side of Jamestown Road where these widths will not be possible.
    - The fuel break along the private road should be 50' from centerline along each side of the road.
- On slopes up to 40% (BLM) and up to 50% (all other areas) masticate all shrubs >12" in height above the ground and conifer or hardwood trees up to 12" DBH to an average residual spacing of 25-30 feet between boles. Ideal spacing in the treated landscape will be variable and dependent on vegetation density. Generally, 10-20 foot crown spacing. Where oaks and conifers are lacking in the overstory, and manzanita >6" in 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 hard 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, blue oak, live oak and foothill pine. 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 ground. In addition, the contractor shall masticate the exposed tops of bucked segments and downed logs to open the segments to decay.
- Where feasible, 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 a 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.

- All slash from cut trees or brush shall be chipped, piled for burning or 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 (willow, alder, cottonwood, etc.) shall be retained within a WLPZ regardless of size.
- **Hand treatment within the Class II WLPZ is limited to trees and brush less than 6" DBH.**

TASK 4-TRACTOR PILE AND BURNING: A Non-Residential permit and Smoke Management Plan from the Tuolumne Air Pollution Control District (APCD) will be required. The TRCD will cover this.

On slopes less than 30% tractor piling and burning is preferred in areas of heavy manzanita. Piles and concentrations shall be sufficiently free of soil and other noncombustible material for effective burning.

Slash burning operations and fire hazard abatement operations shall be conducted in a manner which will not damage residual trees and reproduction. Make sure piles have at least 10' of clearance on all sides from other vegetation, have no vegetation directly overhead and are at least 100' from any structure.

A 10' wide fire line down to bare mineral soil shall be constructed around each pile. If the pile is on a slope a trench to catch rolling debris shall be constructed below the pile.

LRA maximum tractor/excavator pile size is 10'W x 10'H.

Contractor shall have on site an adequate transportable water supply and fire hose capable of fire suppression.

The burndown expectation is 90%.

Make sure the materials have dried for a sufficient amount of time: 2-4 weeks (0-2 inch diameter), 4-8 weeks (2-6") or > 8 weeks (≥ 6").

The piles and concentrations shall be burned at a safe time during the first wet fall or winter weather or other safe period following piling and according to laws and regulations. Piles and concentrations that fail to burn sufficiently to remove the fire hazard shall be further treated to eliminate that hazard. All necessary precautions shall be taken to confine such burning to the piled slash.

Burning shall only occur during the burn season. Burn only on a permissive burn day unless a waiver has been granted (unlikely). Burn between the hours of 10:00 AM and 3:00 PM for maximum smoke dispersion.

At least three days prior to the commencement of prescribed burning operations, the following must occur:

1) The Contractor shall post signs along the closest public roadway to the treatment area describing the activity and timing of the burn and request persons in the area to contact a designated representative of the TCRCD (contact information will be provided with the notice) if they have questions or smoke concerns.

2) The TCRCD shall publish a public interest notification in a local newspapers or other widely distributed media source describing the activity, timing and contact information.

3) The TCRCD shall send the local county supervisor and county administrative officer (or equivalent official responsible for distribution of public information) a notification letter or email describing the activity, its necessity, timing and measures being taken to protect the environment and prevent prescribed burn escape

Burning operations shall not commence until the TCRCD has received authorization to burn via the PFIRS website (24 hour notice).

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 for non-fish aquatic species.
    - Class III: No aquatic life present, watercourse shows 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.

TABLE I

Procedures for Determining Watercourse and Lake Protection Zone Widths and Protective Measures						
Water Class Characteristics or Key Indicator Beneficial Use	1) Domestic supplies, including springs, on site and/or within 100 feet downstream of the operations area and/or 2) Fish always or seasonally present onsite, includes habitat to sustain fish migration and spawning.		1) Fish always or seasonally present offsite within 1000 feet downstream and/or 2) Aquatic habitat for nonfish aquatic species. 3) Excludes Class III waters that are tributary to Class I waters.		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 after completion of Timber Operations.	
Water Class	Class I		Class II		Class III	
Slope Class (%)	Width Feet	Protection Measure	Width Feet	Protection Measure	Width Feet	Protection Measure
<30	75		50		25	
30-50	100		75		50	
>50	150		100		50	

In riparian areas, the Contractor must retain at least 75% of the overstory, of which 75% of the pretreatment native riparian hardwood tree canopy must be retained and 50% of the understory canopy of native riparian vegetation within riparian habitats that have been identified in the project area.

Hand treatment within the Class II WLPZ is limited to trees and brush less than 6" DBH. Retain all riparian species (willow, alder, cottonwood, etc) regardless of size.

Class III: Equipment Limitation Zones (ELZs) will be designated adjacent to Class III watercourses with minimum widths of 25' where the side-slope is less than 30% and 50' where the side slope is 30% or greater from the centerline of the watercourse. Equipment may make crossings perpendicular to a dry watercourse but may not track up and down within the ELZ. Crossings should be limited to as few 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 georeferenced 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 (high water mark) shall be kept free of slash and debris. Accidental deposits of material in the watercourse, bed bank or channel shall be immediately removed.

Endangered or Threatened Species Protections

Endangered Plants

Nissenan manzanita (*Arctostaphylos nissenana*) is present within the project area. The boundaries have been flagged in orange and black striped flagging.

Nissenan manzanita individuals that occur to the east of the road that runs along the ridge will be avoided. No fuels reduction activities will occur within the mapped polygon on the east side of the road where the plants are known to occur.

Nissenan manzanita individuals that occur to the west of the road along the ridge will be flagged and buffered by 10' to avoid impacts to individuals.
Nissenan manzanita that occur in the road itself do not need to be flagged or avoided.

Special-Status Birds

All treatment activities conducted during the nesting bird season (February 1 - August 31) could result in direct loss of active nests if ground nests or trees or shrubs containing nests are destroyed.

If conducting some treatments outside of the nesting bird season is determined to be infeasible focused nesting bird surveys will have to be conducted by a qualified RPF or biologist prior to implementation of treatment activities.

Survey for special status nesting bird sites no more than 14 days prior to implementation.

Survey for other nesting birds no more than 21 days prior to treatment.

Archaeological Sites

There were over 70 cultural or historic sites identified within the project area. One of the prehistoric sites and six of the historic sites have been designated as "significant" and shall be protected. All seven of these sites have a 100' buffer flagged around them in red and blue flagging. The historic sites are to be hand treated. Mechanical equipment may reach in and treat a portion of these sites as long as the tracks

remain outside of the flagged buffer. **The prehistoric site is a NO TREATMENT area and is flagged with red and blue flagging as well as "NO CUT" pink flagging.**

The flagging for the "insignificant" sites has been removed except as noted below to the best of our ability. There still may be some stray flagging remaining.

Numerous mine shafts exist within the project area. None are considered significant. For safety reasons it was decided to maintain a flagged perimeter around these shafts. These areas may be flagged with red and blue flagging with pink glo flagging tied intermittently around the perimeter of the shaft. The area within the safety flagging shall be treated mechanically or by hand.

A georeferenced map will be provided locating these areas.

Invasive Plants and Wildlife Mitigations

Prevent Spread of Invasive Plants, Noxious Weeds, and Invasive Wildlife. The contractor will take the following actions to prevent the spread of invasive plants and noxious weeds.

Clean clothing, footwear and equipment used during treatments of soil, seeds, vegetative matter, other debris or seed-bearing material or water (e.g., rivers, streams, creeks, lakes) before entering the treatment area or when leaving an area with infestations of invasive plants, noxious weeds or invasive wildlife.

For all heavy equipment and vehicles traveling off road, pressure wash, if feasible, or otherwise appropriately decontaminate equipment at a designated weed-cleaning station prior to entering the treatment area from an area with infestations of invasive plants, noxious weeds or invasive wildlife. Anti-fungal wash agents will be specified if the equipment has been exposed to any pathogen that could affect native species.

Inspect all heavy equipment, vehicles, tools or other treatment-related materials for sand, mud or other signs that weed seeds or propagules could be present prior to use in the treatment area. If the equipment is not clean, the RPF or his designee will deny entry to the work areas.

Stage equipment in areas free of invasive plant infestations unless there are no uninfested areas present within a reasonable proximity to the treatment area.

Identify significant infestations of invasive plant species (i.e., those rated as invasive by Cal-IPC or designated as noxious weeds by California Department of Food and Agriculture) during reconnaissance-level surveys and target them for removal during treatment activities. Treatment methods will be selected based on the invasive species present and may include herbicide application, manual or mechanical treatments, prescribed burning and/or herbivory. The treatments will be designed to maximize success in killing or removing the invasive plants and preventing reestablishment based on the life history characteristics of the invasive plant species present. Treatments will be focused on removing invasive plant species that cause ecological harm to native vegetation types, especially those that can alter fire cycles.

Treat invasive plant biomass onsite to eliminate seeds and propagules and prevent reestablishment or dispose of invasive plant biomass offsite at an appropriate waste collection facility (if not kept on site). Transport invasive plant materials in a closed container or bag to prevent the spread of propagules during transport.

Implement Fire and Fuel Management BMPs outlined in the "Preventing the Spread of Invasive Plants: Best Management Practices for Land Mangers" (Cal-IPC 2012, or current version).

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 work will be based on actual GPS measurements made by the Project Manager and the grantor once work has been completed and approved.

Please note: The TCRCD intends to award two contracts; one for the west unit and one for the east unit. The topography of the project area is extremely variable. As a result, mapping mechanical versus hand work was difficult. Our attempt to quantify the breakdown of mechanical versus hand work is outlined below:

PROJECT BREAKDOWN	ACRES
Total Project Area	622
Total Machine Treatment	469
Total Hand Treatment (Includes roadside treatment)	153
Total available acres for tractoring and piling	133
Jamestown Road East Unit	
East Unit Fuels Reduction	244
East Unit Fuelbreak	95
East Unit Roadside Fuelbreak	7
Total East Unit Machine Treatment	256
East Unit Hand Treatment (>40% Slopes) BLM	44
East Unit Hand Treatment (>50% Slopes)	46
Total East Unit Treatment Area (Including BLM)	**346**
Jamestown Road West Unit	
West Unit Fuels Reduction	226.5
West Unit Fuelbreak	14.5
West Unit Roadside Fuelbreak	14
West Unit Private Driveway Treatment	7
Total West Unit Machine Treatment	192
Total West Unit Hand Treatment (>50% Slopes)	70
Total West Unit Treatment Area	**262**
Roadside Treatment Unit	
Roadside Unit Hand Treatment	13
Total Roadside Treatment Area	**13**

Totals may not add up due to rounding.

Cost Proposal Format

East Unit - _346__acres

TASKS	Bid Total
TASK 1 - CUT DEAD HAZARD TREES	$_____
TASK 2 – MASTICATION	$_____
TASK 3 – HAND TREATMENT	$_____
TASK 4 – TRACTOR PILE and BURN	$_____
TASK 5 – HAND PILE and BURN	$_____
TOTAL BID AMOUNT	**$_____**
TOTAL BID AMOUNT/ACRES =	**$_____ COST PER ACRE**

West Unit - _262__acres

TASKS	Bid Total
TASK 1 - CUT DEAD HAZARD TREES	$_____
TASK 2 – MASTICATION	$_____
TASK 3 – HAND TREATMENT	$_____
TASK 4 – TRACTOR PILE and BURN	$_____
TASK 5 – HAND PILE and BURN	$_____
TOTAL BID AMOUNT	**$_____**
TOTAL BID AMOUNT/ACRES =	**$_____ COST PER ACRE**

Roadside Treatment Unit - _13__acres

TASKS	Bid Total
TASK 1 - CUT DEAD HAZARD TREES	$_____
TASK 2 – MASTICATION	$_____
TASK 3 – HAND TREATMENT	$_____
TASK 4 – TRACTOR PILE and BURN	$_____
TASK 5 – HAND PILE and BURN	$_____
TOTAL BID AMOUNT	**$**_____
TOTAL BID AMOUNT / ACRES =	**$**_____ **COST PER ACRE**

NOTE:

- BID AMOUNT TO INCLUDE ALL TASKS.
- CONTRACTOR TO BE PAID ON A PER ACRE BASIS. GRANTOR EXCLUDES 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 the 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 the 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 the 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. The 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 licensed as required by the state of California for implementation of work as described in the scope. Provide licensing information in bid documents.
- 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 Jamestown Road Fuels Management Project once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to the 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 The Jamestown Road Fuels Management Project

DRAFT

TUOLUMNE COUNTY RESOURCE CONSERVATION DISTRICT

PROFESSIONAL SERVICES AGREEMENT WITH

_____

This CONTRACT ("Contract") made and entered into on this ____ day of _____ 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. L24AC00420 with the Bureau of Land Management – California State Office, Region 8-10 ("GRANTOR") to manage and implement the "Jamestown Road Fuels Management Project" 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 _____, 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. The TCRCD will complete a compliance inspection.

Payment will be based on actual/measured treated acreage and verification that all activities for that area are complete Contractor shall submit invoices for payment as work is complete. TCRCD shall pay approved amounts within thirty (30) days of receipt once work is verified.

Final retainage shall be withheld at a rate of 10% and released upon Substantial Completion, subject to final lien releases.

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, the 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 the 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

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 the 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 the 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 the 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 the 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 the 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, the 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.
- Contractor shall not be responsible for delays caused by TCRCD, changes in the Work, acts of God, weather conditions beyond normal seasonal expectations, or delays in permitting or material availability.
- 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 Insurance Coverage

Contractor shall maintain insurance coverage customary for similar projects in California, including general liability, workers' compensation, and automobile liability, and shall provide certificates of insurance upon request.

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 the 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.

5.2 Hold Harmless

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless TCRCD from claims, damages, losses, and expenses **to the extent caused by the negligent acts or omissions of Contractor**, its subcontractors, or anyone directly or indirectly employed by them.

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 the 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 the TCRCD regarding personal information of applicants is confidential. CONTRACTOR agrees to divulge confidential information only to the TCRCD or with permission of the 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 the 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 BY THE TCRCD FOR DEFAULT OF CONTRACTOR

Should CONTRACTOR default in the performance of this agreement or materially breach any of its provisions, the TCRCD at the 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 the TCRCD within 2 weeks of notice/direction from the TCRCD.

ARTICLE 12: TERMINATION BY CONTRACTOR FOR DEFAULT OF TCRCD

Should the 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 the 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 13. 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.

13.01 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 the 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.

13.02 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.

13.03 Dispute Resolution

The parties agree to attempt in good faith to resolve disputes through informal discussions prior to mediation or litigation.

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 the 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.*

13.04 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.

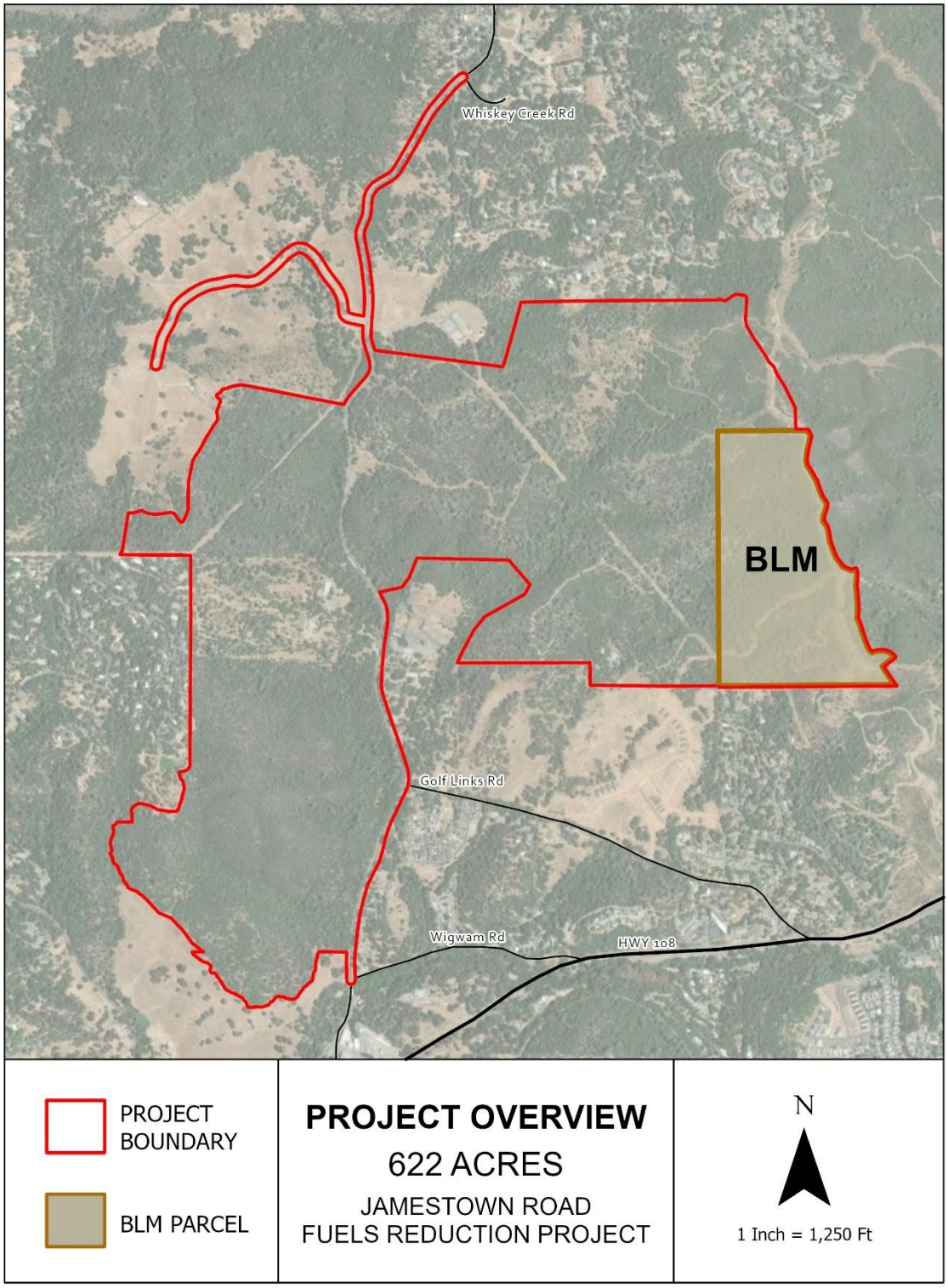
13.05 Governing Law

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. In the event of a conflict between this Agreement and the RFP, the terms of this Agreement shall govern unless expressly stated otherwise.

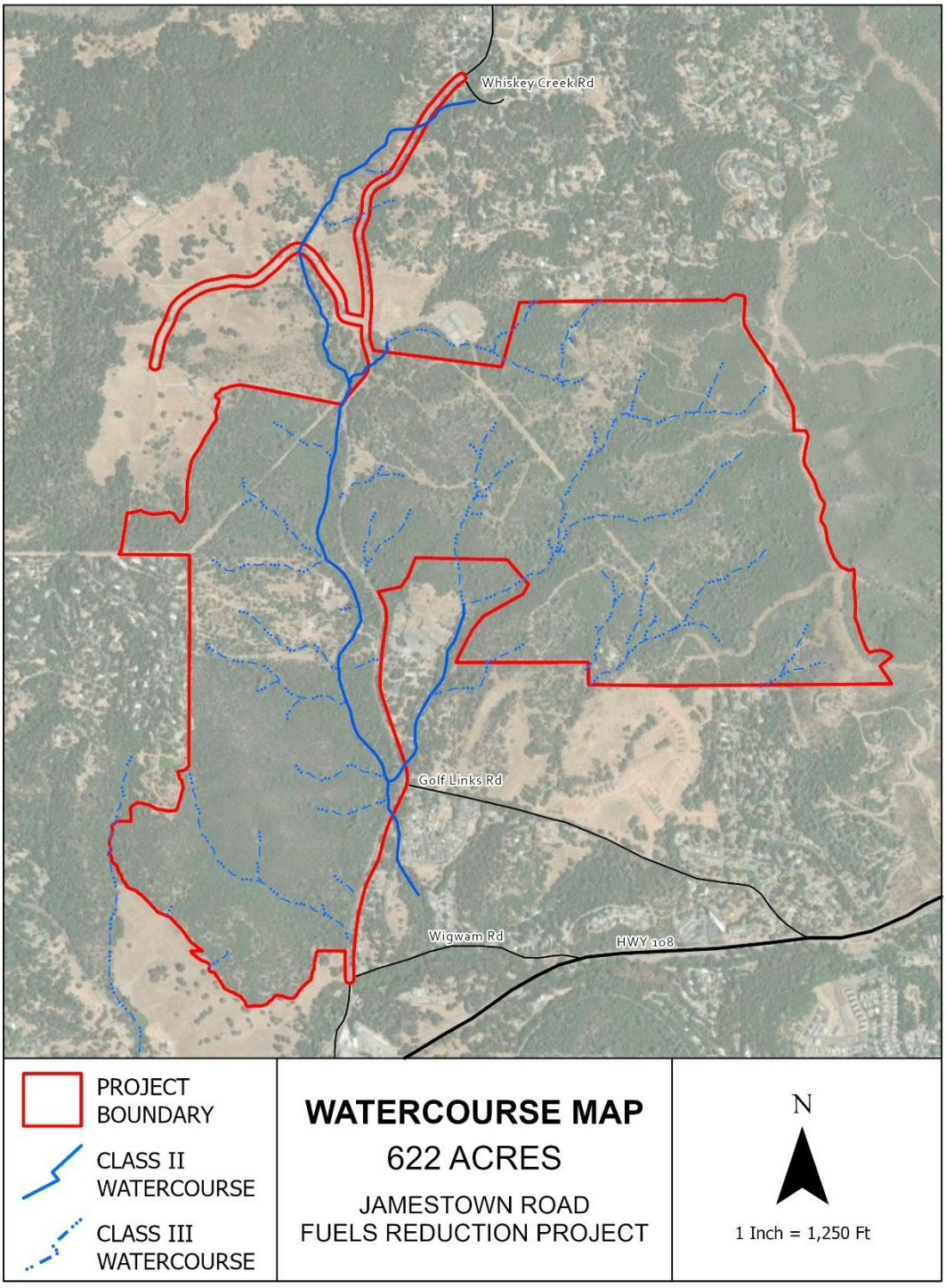
CONTRACTOR	**TCRCD**
Signature	Signature Lindsay Mattos, District Manager
Printed	Printed
Date	Date

Attachment A: Project Maps

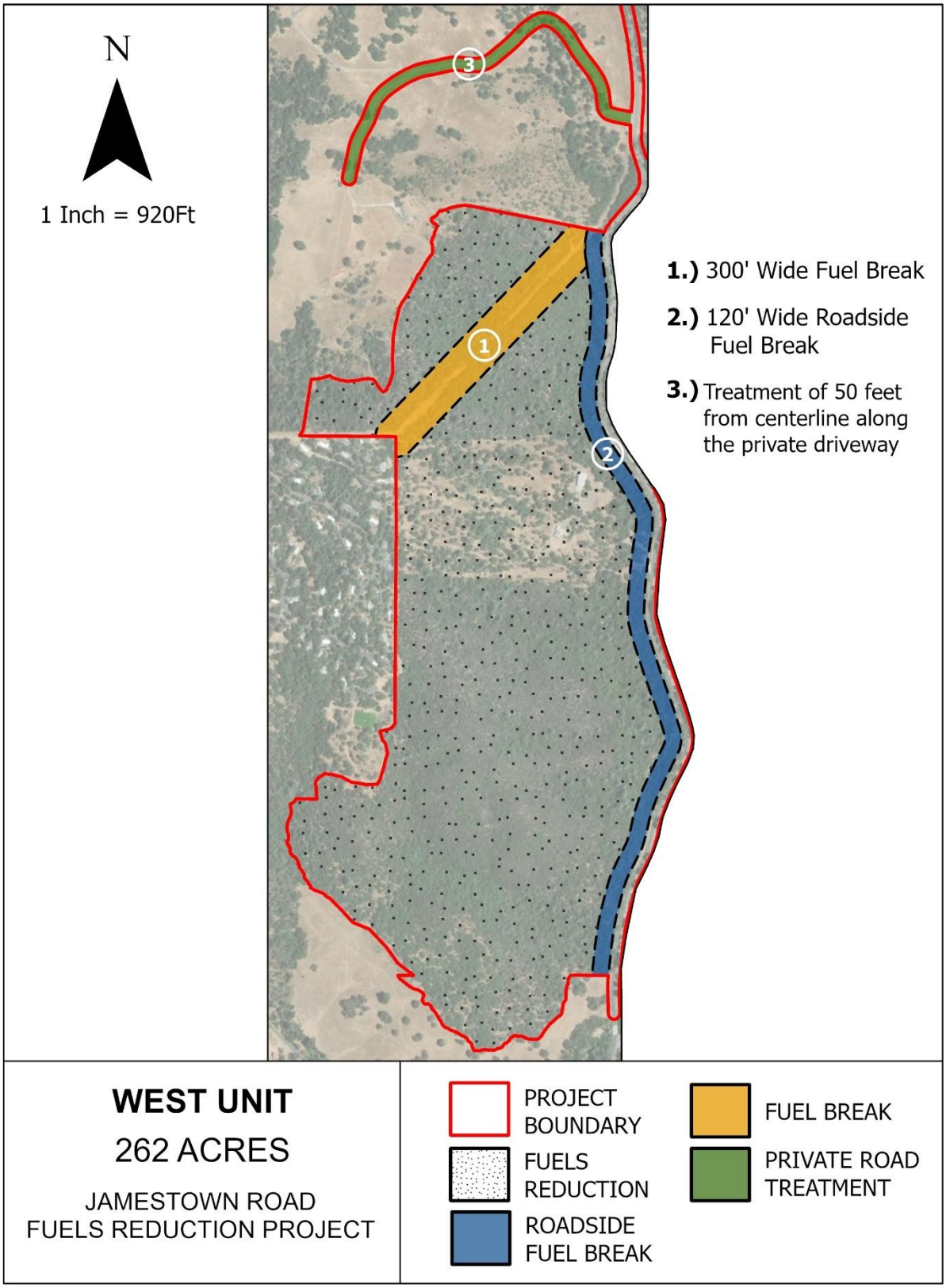
Project Overview Map



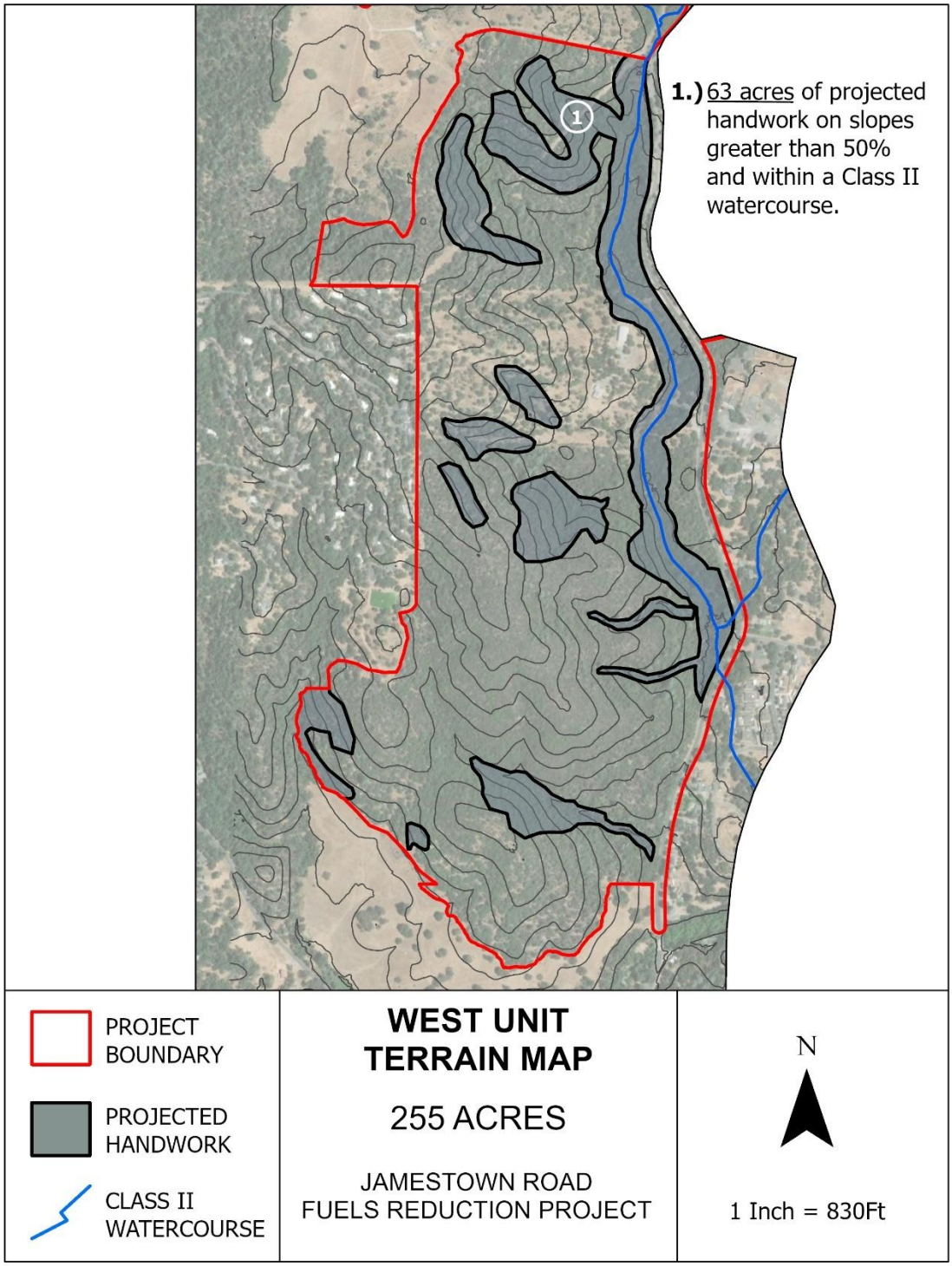
Roads and Watercourses Map



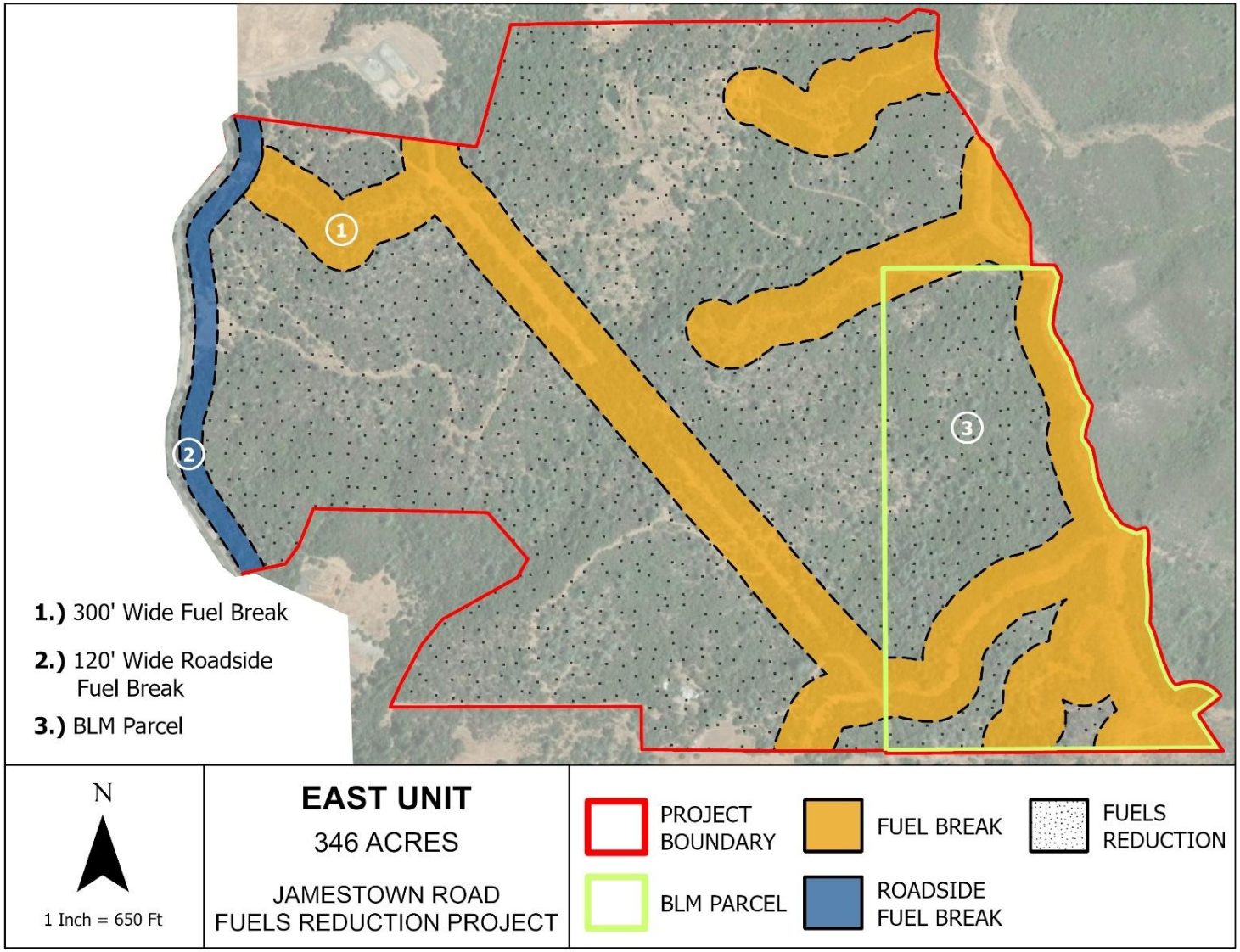
West Unit Overview Map


N
1 Inch = 920Ft
1.) 300' Wide Fuel Break
2.) 120' Wide Roadside Fuel Break
3.) Treatment of 50 feet from centerline along the private driveway
WEST UNIT
262 ACRES
JAMESTOWN ROAD
FUELS REDUCTION PROJECT
PROJECT BOUNDARY
FUELS REDUCTION
ROADSIDE FUEL BREAK
FUEL BREAK
PRIVATE ROAD TREATMENT

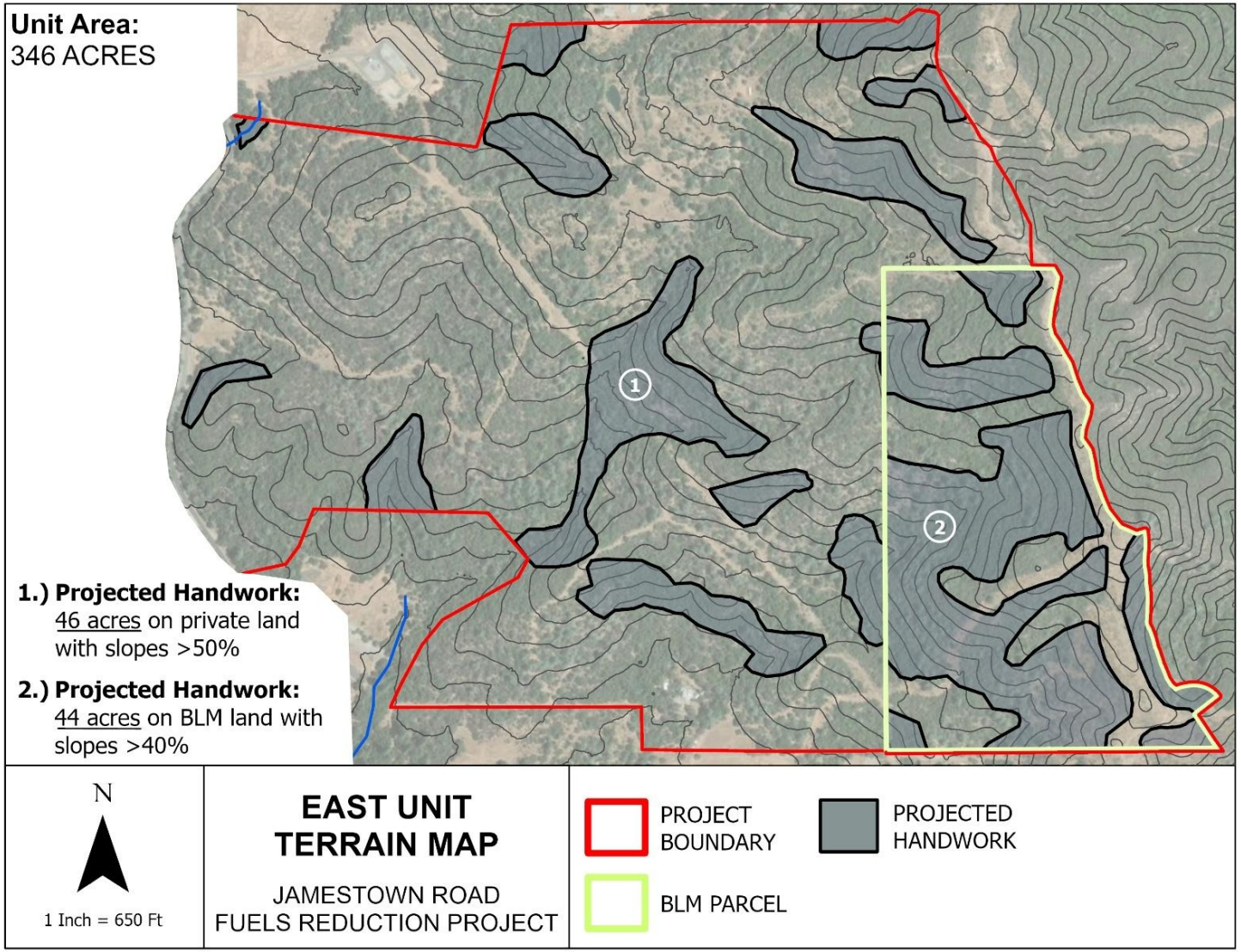
West Unit Terrain Map



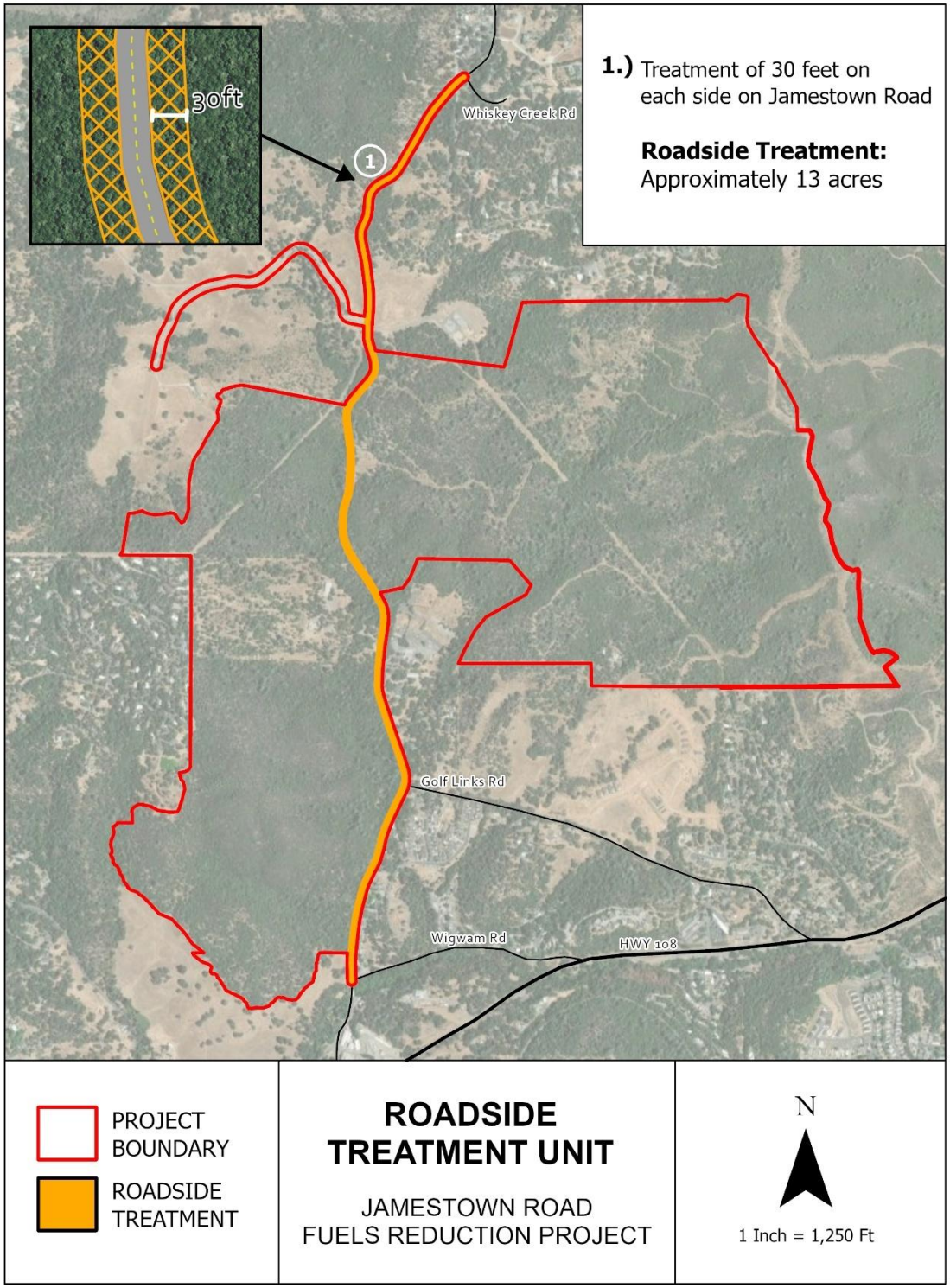
East Unit Overview Map



East Unit Terrain Map



JT Road ROW Map



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 the 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, the 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 the 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.

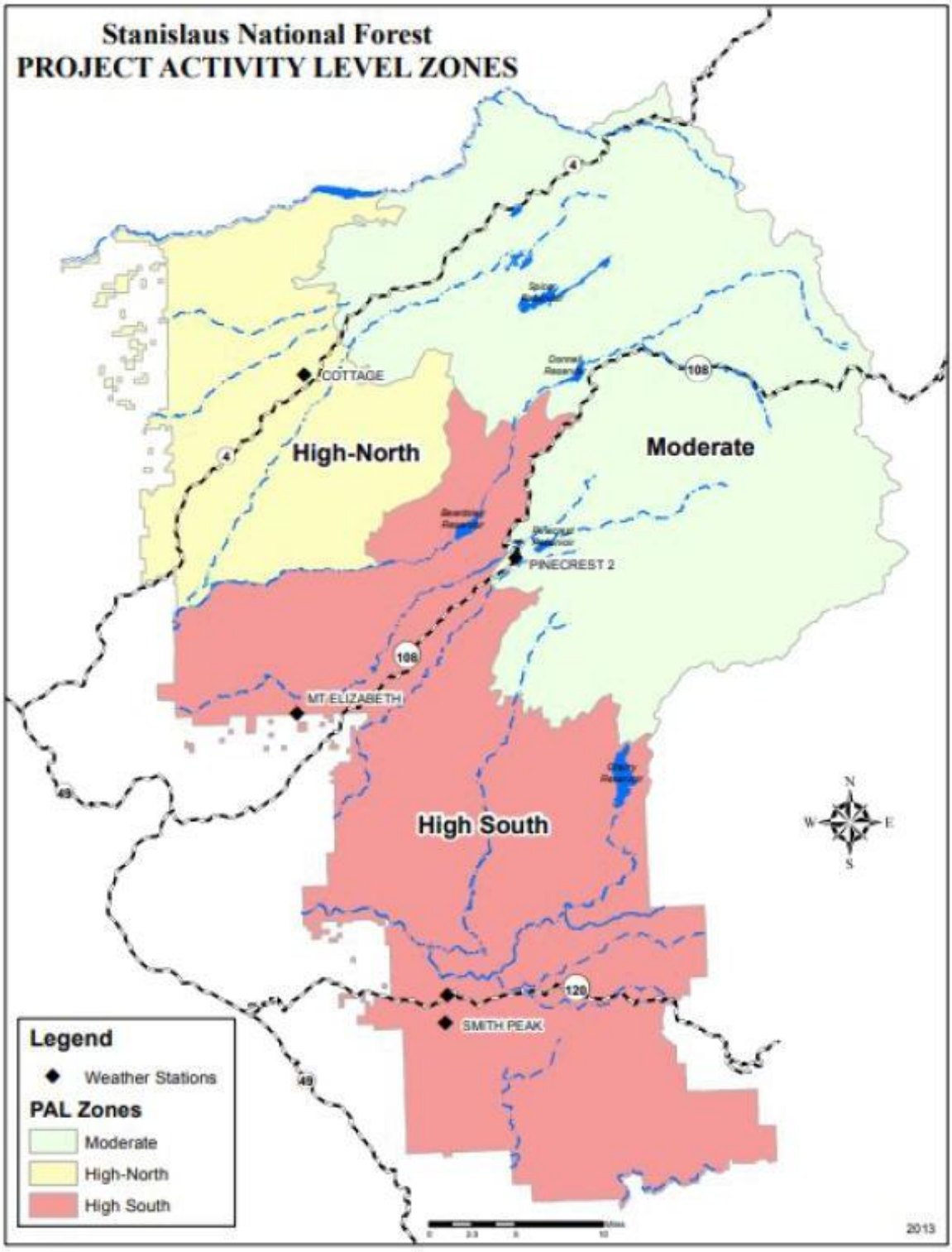
Phone Number or Website to obtain Predicted Activity Levels: **209-532-5601**

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 the 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
Legend
Weather Stations
PAL Zones
Moderate
High-North
High South
N
W
E
S
2013