

Butte County Fire Safe Council

Request for Proposal *USFS Magalia Piling 2025* *23-CS-11051100-024*

August 6, 2025

INTRODUCTION –

The Butte County Fire Safe Council (BCFSC) is seeking 1-4 contractors(s) to provide forest restoration services for the USFS Magalia Piling Project throughout the community of Magalia. The successful contractor(s) will be required to enter into contract with BCFSC for the services requested in this Request for Proposals (RFP) after award. A contractor submitting a proposal must be prepared to use the BCFSC's standard contract form rather than their own contract form.

OBJECTIVE AND OVERVIEW – DESCRIPTION OF WORK

Up to 4 contractors(s) will work on the USFS Magalia Piling Project. Work is anticipated to begin in August 2025 and continue until September 30th, 2025. The project is funded by a grant from a Challenge Cost Share Agreement and is designed to create a Prescribe Fire Preparation on National Forest Lands (NFL) to reduce wildfire risk, protect watersheds, improve forest health, increase evacuation safety, and assist fire fighters in creating safe areas to fight wildfire in the community of Magali. Work will be conducted on NFL with oversight by Butte County Fire Safe Council.

PROPOSAL SUBMISSION

Complete the Proposal Submission Form below or submit the equivalent information by e-mail to RFP@buttefiresafe.net

TIMELINE

Event	Date & Time	Location / Details
Contractor Walk Through	Tuesday, August 12 th , 2025, at 9:00 AM	Butte County Fire Safe Council, 6569 Clark Rd., Paradise, CA 95969
Inquiry Submission Deadline	Wednesday, August 13 th , 2025, by 4:00 PM	Submit inquiries to RFP@buttefiresafe.net
Addendum Response Issuance	Friday, August 15 th , 2025, by 4:00 PM	Responses provided via email to all bidders
Bid Submission Deadline	Monday, August 18 th , 2025, by 4:00 PM	Submit bids to BCFSC

The BCFSC will select contractor(s) and award contract(s) within 90 days after the bid submission deadline.

SELECTION PROCESS

- The selection committee may include representatives from the Board of the BCFSC. The criteria for selecting the contractor(s) are reputation, experience, capability, availability of staff, compliance with RPF requirements, proximity, and cost.
- The BCFSC reserves the right to;
 - conduct follow-up interviews with Contractors prior to awarding contracts.

- reject all bids; to waive any non-material informality in any bid; to determine which bid is the best bid and to make that award which is in the best interest of the BCFSC.
- It is the proposer's obligation to submit the proposal on time. Any proposal received later will be at the discretion of the evaluation committee regarding acceptance and may be discarded as non-responsive. The evaluation committee shall deem a late proposal acceptable only if it is in the best interest of the Butte County Fire Safe Council. This shall be the only criterion, and the determination shall be at the discretion of the evaluation committee.

EQUAL OPPORTUNITY PROVIDER

- In accordance with Federal law the BCFSC is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability.
- The BCFSC encourages the submission of proposals by minority-owned and women-owned business enterprises. The Contractor shall possess the appropriate California license, or a combination of classes required by the categories and types of work included in this contract at the time the contract is awarded.

FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal.

Mandatory Content and Sequence of Submittal:

- ☐ **Cover Letter - must include:**
 - ☐ A maximum of one page. Use 8-1/2" x 11" white paper. Type size must be large enough to be easily legible but should not be smaller than 10 points.
 - ☐ Include a statement that the proposal is valid for 60 days after receipt.
 - ☐ The name and address of the organization submitting the proposal.
 - ☐ The name, address, email, and telephone number of the contact person(s) authorized to make representations for the organization.
 - ☐ A list of any subcontractors that you will be utilizing
- ☐ **Other Documents:**
 - ☐ **Tax ID** - The contractors' federal tax ID number on a current W9 form
 - ☐ **Insurance** – current certificates showing a minimum of \$1,000,000.00 (One Million) per policy. Please see sample contract for full requirements:
 - ☐ Commercial General Liability
 - ☐ Commercial Auto (personal auto if sole proprietor with liability of at least 100K/300K)
 - ☐ Worker's Compensation, or waiver if sole proprietor referencing legal guideline to waive this coverage.
 - ☐ **Licenses** - please include copies of all relevant licenses showing license numbers and expiration dates.
 - ☐ relevant to complete the Scope of Work outlined in the attached contract sample –
 - ☐ **Proposal** should be no more than five pages in length and should include the completed Proposal Summary Form below. The proposal must include a detailed description of the approach to completing the project.
 - ☐ **References** – Names and phone numbers as an attachment.

NOTE: This form must be included in the proposal and completed in its entirety for the Proposal to be evaluated

Butte County Fire Safe Council
Request for Proposal
PROPOSAL SUMMARY FORM
USFS Magalia Piling 2025

Contractor Information

Name of Bidder	
Business Address	
Point of Contact	
Email	
Phone Number	
Available Start Date	

Fill out the following section as follows:

Please provide a total bid for fuels reduction and tree removal by acre with a total cost for the project based on the project outlined in the map in Exhibit B.

Unit	Acres	Treatment Methods	Cost Per Acre	Total
A1	23	Hand Fall Tree, Mechanical Piling, Hand Piling, Wack and Scatter		
A2	17	Hand Fall Tree, Hand Piling, Wack and Scatter		
B1	20.4	Hand Fall Tree, Hand Piling, Wack and Scatter		
C1	27.3	Hand Fall Tree, Hand Piling, Wack and Scatter		
C2	12.4	Hand Fall Tree, Mechanical Piling, Hand Piling, Wack and Scatter		
D1	30.1	Hand Fall Tree, Mechanical Piling, Hand Piling, Wack and Scatter		
D2	35.9	Hand Fall Tree, Mechanical Piling, Hand Piling, Wack and Scatter		
		Total Cost of Project		

Equipment and Resources Available

- Please provide how many pieces of equipment will be utilized for the project with the following information for each piece of equipment.

Hand Fall Tree, Hand Piling, and Wack and Scatter:

Mechanical Piling:

Bidder Acknowledgement of the Receipt of Addendum (in the case that one is supplied)

Name

Signature

Date

NOTE: This form must be included in the proposal and completed in its entirety for the Proposal to be evaluate

Variable Information Table			
Contract Terms			
Term Begins: August 2025		Term Completion Date: 9/30/2025	
Basis Of Price - select all that apply		Job Site to Job Site	
<input checked="" type="checkbox"/> Per Acre	<input type="checkbox"/> Per Hour	<input type="checkbox"/> Fixed	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
Contract Budget/Not to Exceed:		TBD	
Contractor Contact Information		BCFSC Contact Information	
Contractor Name	TBD	Executive Director	Taylor Nilsson
Contractor Lic. #		Address	PO Box 699
Address		City, State & ZIP	Paradise, CA 95967
City, State & ZIP		BCFSC Phone	530-877-0984
Contact Name		Project Manager (PM)	Marshall Gould
Contact Email		PM Email:	marshall_gould@buttefiresafe.net
Contact Phone		PM Phone:	530-514-3380

WHEREAS, Butte County Fire Safe Council (BCFSC), desires to have work described in the Attachment III Scope of Work performed, as outlined in the Treatment Table below.

Treatment Table					
Unit	Treatment Description	Measure	Rate	Quantity	Total Not to Exceed
A1	Hand Fall Tree, Mechanical Piling, Hand Piling, Wack and Scatter	Acres	TBD	23	TBD
A2	Hand Fall Tree, Hand Piling, Wack and Scatter	Acres	TBD	17	TBD
B1	Hand Fall Tree, Hand Piling, Wack and Scatter	Acres	TBD	20.4	TBD
C1	Hand Fall Tree, Hand Piling, Wack and Scatter	Acres	TBD	27.3	TBD
C2	Hand Fall Tree, Mechanical Piling, Hand Piling, Wack and Scatter	Acres	TBD	12.4	TBD
D1	Hand Fall Tree, Mechanical Piling, Hand Piling, Wack and Scatter	Acres	TBD	30.1	TBD
D2	Hand Fall Tree, Mechanical Piling, Hand Piling, Wack and Scatter	Acres	TBD	35.9	TBD
Total Acres		166.1	Total Project Cost		TBD

WHEREAS The project is located throughout the community of Magalia on United States Forest Service parcels. A combination of the following treatment methods will be used to prepare the landscape for recurring prescribed fire: hand tree fall, mechanical piling, hand piling, and wack and scatter.

WHEREAS Contractor possesses the necessary qualifications and license(s) to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions
- Attachment II – Standard Insurance and Licensing Requirements for BCFSC Contracts
- Attachment III – Scope of Work (including Exhibits)
- Attachment IV – Fire and Traffic Plan

By signature below, the BCFSC Assistant Director of Forest Health (ADFH) noted, certifies that no unauthorized alterations have been made to any of the Attachments or Exhibits listed above.

Trevor Sherman, ADFH Signature

Date

By signature below, the BCFSC Board Chairman and Contractor certify that this contract and the above listed Attachments represent the entire undertaking between the parties.

Name, Contratctor Signature

Date

Darrel Wilson, BCFSC Board Chairman Signature

Date

ATTACHMENT I – Terms and Conditions

Scope of Work:

The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

Independent Contractor:

Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of BCFSC. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

Confidentiality and Ownership:

The BCFSC retains the exclusive right of ownership to the work, products, inventions, and confidential information produced for the BCFSC by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the BCFSC. The parties agree that the BCFSC will own the work, products, inventions, or information produced by the Contractor pursuant to this Contract.

Termination:

This Contract may be terminated by either the BCFSC or Contractor within 24 hour written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on **9/30/2025** unless the Completion Date is modified by written amendment to this Contract.

Indemnification:

Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the BCFSC, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the BCFSC, but excluding liability due to the active negligence or willful misconduct of the BCFSC. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Worker’s Compensation Acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to BCFSC for any loss of or damage to BCFSC property arising out of or in connection with Contractor’s negligence or willful misconduct.

Insurance Requirements:

Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees, and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.

Changes to the Contract:

Changes to this Contract may only be made with BCFSC a written and approved amendment to this Contract.

Contractor’s Standard of Care:

BCFSC has relied upon the professional ability and training of the Contractor as a material

inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of the Contractor's work by BCFSC shall not operate as a waiver or release.

Compliance with Laws:

Contractor shall comply with all Federal, State, and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

Applicable Law and Forum:

This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

Contradictions in Terms and Conditions:

In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.

No Delegation or Assignment:

Contractor shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of BCFSC and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. BCFSC will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

Equal Employment Opportunity:

Contractor shall comply with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c):

Contractor shall comply with Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 701-3708):

Contractor shall comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 0708), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than *one and one-half* times the basic rate of pay for all hours

worked in excess of 40 hours in the work week. Section 3704 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.):

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C.

1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (E.O.s 12549 and 12689):

A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

Rights to Inventions Made Under a Contract or Agreement:

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):

Contractors who apply, or bid, for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

Federal Civil Rights:

"In accordance with Federal law and U.S. Department of Agriculture policy, contractor is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability."

Contractor Code of Conduct:

As part of this contract with the Butte County Fire Safe Council, contractor agrees that you are acting as an extension of our organization. Contractor agrees to treat landowners, community members, other contractors, BCFSC staff, Partner Organizations, and any other individuals or groups with the utmost respect, dignity, and professionalism. Any complaints

will be thoroughly investigated; violation of this Code of Conduct may result in termination of your contract(s) with BCFSC and/or Partner Organizations.

Invoice Processing and Payment Timelines:

BCFSC checks are written every other week and Contractor invoice payments may take up to 90 days.

Further, checks require 2 board signatures before release, in some cases this adds another week. For timely processing, the Contractor invoices must be received no later than 4 PM on the Wednesday prior to the check writing week. A minimum 10% holdback will be placed on final payment until all work has been inspected. Project will be inspected by BCFSC staff, and/or Forester to ensure that it meets Forest Practice Rules and Scope of Work Standards before processing invoice. Invoices may be emailed to “ap@buttefiresafe.net,” mailed to PO Box 699 Paradise, CA 95967; or dropped off at the BCFSC’s office during normal business hours at 6569 Clark Rd. Paradise, CA. 95969.

Grant Funding Contingency Clause:

This project is funded, in whole or in part, by grant funds. The continuation of work and payments under this agreement are contingent upon the availability and receipt of said grant funds. The funding entity and/or the contracting party shall not be liable for any payments or damages in the event that grant funds are reduced, delayed, or not received. If funding is not secured or is withdrawn, the contracting party reserves the right to modify, suspend, or terminate this agreement without further obligation or liability.

Invoice Information:

To expedite the processing of Contractor invoices please make sure to include the following information on every invoice.

All invoices should be emailed directly to “ap@buttefiresafe.net”

- Contractor’s business name (payable to) and full mailing address.
- Bill to “Butte County Fire Safe Council,” attention to the Project Manager’s name.
- Invoice Date: must be dated the same month that work was completed. Work completed before the end of the year must be progress billed.
- Invoice/Reference Number. Please include the invoice number in the attachment file name.
- Invoice total.
- The contract and grant number(s) of the project from the top of this contract
- Description and/or Treatment Type of work performed (mastication, chipping, tree removal, etc.) Hours worked/Acres completed/trees removed/properties chipped.
- Date(s) worked.
- Community where work was completed.
- Street address of location worked (if available) and/or APNs.
- For invoices funded by multiple grants, please include the grant number with each line item.

Multiple invoices for one project:

To ensure that Contractor is paid for all amounts due, Contractor shall use a unique invoice number for second or subsequent invoices. Each invoice is to be submitted with a separate invoice number or a way to distinguish each invoice, (acreage, trees removed, properties chipped etc.).

ATTACHMENT II: Standard Insurance and Licensing Requirements for **BCFSC Projects**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors.

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

MINIMUM SCOPE OF INSURANCE.

- Commercial General Liability coverage.
- Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California.
- Workers' Compensation Insurance as required by the Labor code and Employers Liability insurance.

MINIMUM LIMITS OF INSURANCE.

General Liability:

At least \$1,000,000 combined single limit **per occurrence** coverage for *products and completed operations*, bodily injury, personal injury, and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify BCFSC if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

Automobile Liability:

- 1) Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- 2) If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage may be provided in lieu of Commercial Automobile Liability Insurance.

Workers' Compensation and Employer's Liability:

Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of no less than \$1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification they have no employees.)

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the BCFSC requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the BCFSC.

DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by

the BCFSC. At the option of the BCFSC, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the BCFSC, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

OTHER INSURANCE PROVISIONS.

The insurance policies are to contain, or be endorsed, to contain the following provisions:

- 1) The BCFSC, its officers, officials, employees and volunteers are to be covered as additional insureds on the Commercial General Liability (CGL) and Commercial Auto policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions are used).
- 2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the BCFSC, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the BCFSC, its officers, officials, employees and volunteers shall be more than Contractor's insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the BCFSC.

ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

VERIFICATION OF COVERAGE.

Contractor shall furnish the BCFSC **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by BCFSC before work under the contract has begun. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The BCFSC reserves the right to require complete, certified copies of all insurance policies required by this contract, at any time.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to BCFSC written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify BCFSC within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

WAIVER OF SUBROGATION.

Contractor hereby grants to BCFSC a waiver of any right to subrogation which any insurer of said Contractor may acquire against the BCFSC by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the BCFSC has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the BCFSC for all work performed by the Contractor, its employees, agents and subcontractors.

SPECIAL RISKS OR CIRCUMSTANCES.

BCFSC reserves the right to modify these requirements, including limits, based on the nature of the

risk, prior experience, insurer, coverage, or other special circumstances.

SUBCONTRACTORS.

Subcontractors are allowed to be utilized with prior authorization from the BCFSC with 5 business days turn around for approval. Contractors shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the BCFSC certificates of insurance and endorsements **before** beginning work under this contract.

LICENSED CONTRACTOR

Contractors shall possess any licenses required to conduct the work as defined in Scope of Work by the California State License Board (CSLB).

ATTACHMENT III- SCOPE OF WORK

Including Exhibits A, B, C, and D

Scope of Work to be Performed by Contractor

The project is located throughout the community of Magalia on United States Forest Service parcels. A combination of the following treatment methods will be used to prepare the landscape for recurring prescribed fire: *hand tree fall*, *mechanical piling*, *hand piling*, and *wack and scatter*. See attached maps (Exhibits A-D). The project boundaries are flagged with red and yellow; unit boundaries are flagged in purple. There are several watercourses located throughout the project area, refer to section 2.h.i for treatments. Contractor will confine operations to within the boundaries represented to them on the ground by BCFSC and/or the Registered Professional Forester (RPF), the contractor must utilize the Avenza ready maps supplied by the project manager to determine and locate project boundaries for treatment. Final treatment acreage will be calculated by BCFSC Staff using GNSS Receiver. Acres may be reduced based on archaeological, biological, rock outcroppings, roads, unforeseen circumstances, and special landowners request. Contractor will not be compensated for additional acres or anything above the “Not to Exceed” price as stated in the contract.

Overview and Objective

Treatments may consist of *hand tree fall*, *mechanical piling*, *hand piling*, and *wack and scatter* to prepare the landscape for recurring prescribed fire. Contractor is to fell dead trees within the scope for the specified unit, additional suppressed and healthy trees may be removed to achieve desired spacing. Dead, downed, and cut material will be made into piles. Piling may consist of mechanical piling or hand piling dependent on the unit. All residual trees shall be pruned; multi-stem trees are to be leader trained. Work will be done in an environmentally sensitive manner to improve forest health and create a fire ready landscape. Specifically, dead vegetative fuels will be created into piles to prepare for prescribed fire.

Contractor will follow treatment standards as specified below and instructed by the program manager. All work must be in cooperation with the BCFSC, landowners, and program manager/monitor. All work must be consistent with the overall goals of wildland fuel reduction. The following specifications will act as the requirements for the Contractor to operate safely and efficiently while protecting and conserving sensitive resources and the beneficial uses of fuels reduction.

1) Treatment Standards

a) Units A1, C2, D1, and D2 (Exhibits A, C, and D)

i) Hand Fall Tree

- (1) Dead trees 24-inches and less shall be felled.
 - (a) Remove additional suppressed, intermediate, and healthy trees less than 24-inches DBH until 18-feet to 25-foot spacing is achieved
 - (b) Resulting slash shall be made into piles.
 - (c) Stump Height not to exceed 12-inches on the uphill side.
- (2) Any cut vegetation falling into watercourses, ditches, roads, or trails shall be removed immediately, or as soon as practicable.
- (3) Slash to be treated to the following standards.
 - (a) No individual pieces of slash or vegetative debris shall be greater than 2-inches in width by 4-feet in length.
 - (b) Slash shall be made into piles.
- (4) Contractor to minimize damage to residual live trees during falling operations.
 - (a) Residual trees damaged during falling operations will be considered incidental trees.
 - (i) Incidental trees will be treated to the same standards at no extra cost.

- (5) Trees under 24-inches that become collateral damage during falling and/or cleanup operations are cut and piled.

- ii) Mechanical Piling

- (1) Standards

- (a) Material greater than 12-inches in diameter is to be machine piled.
 - (b) Material shall be piled to minimize the risk of rollout.
 - (c) Piles shall be constructed to resemble a cone shape.
 - (d) Piles are to be covered with plastic.
 - (i) Plastic is to be secured to the pile with an adequate amount of logs/slash on top.
 - (ii) A minimum of 75% of the pile shall be covered with 6-mil low-density plastic.
 - (e) Piles shall be no larger than 20-feet x 20-feet x 15-feet with the option to expand pile length when agreed upon by BCFSC/USFS and Contractor.

- (2) Location

- (a) No piles will be placed within 50-feet of control areas.
 - (b) No piles will be placed within 50-feet of standing snags
 - (c) No piles will be placed within 150-feet of the private property boundaries.
 - (d) No piles will be placed underneath or within 200-feet of power lines.
 - (e) Piles are to be constructed 50-feet outside the dripline of residual trees.

- iii) Hand Piling

- (1) Standards

- (a) Cut material 12-inches and less is to be hand piled.
 - (b) Dead and downed material 12-inches and less is to be hand piled.
 - (c) Material greater than 2-inches in diameter is to be piled.
 - (d) Maximum pile size is 4-feet high by 4-feet wide in either direction and 4-feet tall.
 - (i) Larger piles can be created in open areas when approved by BCFSC and/or USFS staff.
 - (e) Material shall be oriented parallel to the slope (pointing up and down hill) to prevent rollout and ensure proper consumption of material.
 - (f) Smaller materials such as slash shall be at the bottom and center of piles.
 - (g) Larger material on top of pile to hold down and compress smaller material.
 - (h) Boles, slash, and any cut material will be oriented parallel on flat surfaces as well in order to ensure the compactness of the piled material and the success of burnt pile consumption
 - (i) Piles are to be covered with plastic.
 - (i) Plastic is to be secured to the pile with an adequate amount of logs/slash on top.
 - (ii) A minimum of 75% of the pile shall be covered with 6-mil low-density plastic.

- (2) Location

- (a) No piles will be placed within 25-feet of control areas.
 - (b) No piles will be placed within 25-feet of standing snags
 - (c) No piles will be placed within 25-feet of the private property boundaries.
 - (d) No piles will be placed within 25-feet of downed logs.
 - (e) No piles will be placed underneath or within 50-feet of power lines.
 - (f) No piles will constructed within 10-feet of ditches.
 - (g) Piles are to be constructed 10-feet outside the dripline of residual trees.

- iv) Wack and Scatter

- (1) Manually cut dead woody vegetation including small diameter trees, shrubs, and brush.
 - (a) Material greater than 2-inches in diameter is to be piled.
 - (b) All limbs and tops must be cut to a length of no more than 4-feet
 - (2) Cut material shall be scattered.
 - (a) Material may not be scattered on any trails.

- b) **Units A2, B1, and C1 (Exhibits A, B, and C)**

- i) Hand Fall Tree

- (1) Dead trees 16-inches and less shall be felled.
 - (a) Remove additional suppressed, intermediate, and healthy trees less than 12-inches DBH until 18-feet

- to 25-foot spacing is achieved
- (b) Resulting slash shall be made into piles.
- (c) Stump Height not to exceed 12-inches on the uphill side.
- (2) Any cut vegetation falling into watercourses, ditches, roads, or trails shall be removed immediately, or as soon as practicable.
- (3) Slash to be treated to the following standards.
 - (a) No individual pieces of slash or vegetative debris shall be greater than 2-inches in width by 4-feet in length.
 - (b) Slash shall be made into piles.
- (4) Contractor to minimize damage to residual live trees during falling operations.
 - (a) Residual trees damaged during falling operations will be considered incidental trees.
 - (i) Incidental trees will be treated to the same standards at no extra cost.
- (5) Trees under 16-inches that become collateral damage during falling and/or cleanup operations are cut and piled.
- ii) Hand Piling
 - (1) Standards
 - (a) Cut material 16-inches and less is to be hand piled.
 - (b) Dead and downed material 16-inches and less is to be hand piled.
 - (c) Material greater than 2-inches in diameter is to be piled.
 - (d) Maximum pile size is 4-feet high by 4-feet wide in either direction and 4-feet tall.
 - (i) Larger piles can be created in open areas when approved by BCFSC and/or USFS staff.
 - (e) Material shall be oriented parallel to the slope (pointing up and down hill) to prevent rollout and ensure proper consumption of material.
 - (f) Smaller materials such as slash shall be at the bottom and center of piles.
 - (g) Larger material on top of pile to hold down and compress smaller material.
 - (h) Boles, slash, and any cut material will be oriented parallel on flat surfaces as well in order to ensure the compactness of the piled material and the success of burnt pile consumption
 - (i) Piles are to be covered with plastic.
 - (i) Plastic is to be secured to the pile with an adequate amount of logs/slash on top.
 - (ii) A minimum of 75% of the pile shall be covered with 6-mil low-density plastic.
 - (2) Location
 - (a) No piles will be placed within 25-feet of control areas.
 - (b) No piles will be placed within 25-feet of standing snags
 - (c) No piles will be placed within 25-feet of the private property boundaries.
 - (d) No piles will be placed within 25-feet of downed logs.
 - (e) No piles will be placed underneath or within 50-feet of power lines.
 - (f) No piles will constructed within 10-feet of ditches.
 - (g) Piles are to be constructed 10-feet outside the dripline of residual trees.
- iii) Wack and Scatter
 - (1) Manually cut dead woody vegetation including small diameter trees, shrubs, and brush.
 - (a) Material greater than 2-inches in diameter is to be piled.
 - (b) All limbs and tops must be cut to a length of no more than 4-feet
 - (2) Cut material shall be scattered.
 - (a) Material may not be scattered on any trails.

2) **Implementation and Equipment Standards**

- a) Pruning
 - i) The remaining hardwoods and conifers, including saplings, will be pruned up to a 12-foot height or one-third of the healthy, live crown, whichever is less.
 - (1) A pole saw will be required to accomplish this task.
 - ii) Brush with multiple stems shall be leader trained to 1-5 dominant stems.

- b) Replacement Trees
 - i) Where possible 5-10 smaller diameter replacement trees shall be left per acre with the following characteristics and should be retained for regenerative purposes:
 - (1) Healthy crown with a pointed top
 - (2) >50% Live Crown Ratio
 - (3) >15-feet spacing from other leave trees.
 - (4) No signs of damage and free from infection or disease
 - (5) Located in an opening at least 10-feet outside the dripline of mature trees.
- b) Snags
 - i) 3-5 snags shall be retained per acre.
 - ii) Residual snags shall not be within striking distance of any infrastructure.
 - iii) Dead trees larger than the scope for the unit DBH shall be left as snags.
- c) Preferred Tree and Brush Species
 - i) Preferred residual tree species to leave in order of importance
 - (1) Ponderosa Pine
 - (2) Sugar Pine
 - (3) White Fir
 - (4) Douglas Fir
 - (5) Black Oak
 - (6) Incense Cedar
 - (7) Tan Oak
 - (8) Madrone
 - (9) Scrub Oak
 - (10) Grey Pine
- d) Species not to be cut include
 - (1) Red Bud
 - (2) Elderberry
 - (3) Dogwood
 - (4) Willow
- e) Treated Vegetation within Treatment Areas
 - i) Residual material shall not exceed 2-inches in diameter and 4-feet in length.
 - ii) Residual material exceeding the scope of the unit is to be bar saw cut.
 - (1) Cuts shall be 1/3 of the diameter of the material.
 - (2) Cuts shall be no more than 24-inches apart.
 - iii) Residual material shall not obstruct water flow in drainages. Such material shall be removed by the contractor prior to precipitation events or upon completion of operations, whichever occurs first.
 - iv) Upon completion of a treatment area the contractor shall ensure that roads and trails are left open and passable.
 - v) Scattered debris is acceptable on the road and trail surface but not to the point that it creates any significant tripping hazards.
 - vi) Damage to residual trees and brush shall be minimized to the greatest extent feasible.
 - vii) Treated material on rock outcroppings is to be removed prior to completion of the project.
 - viii) Roadways shall always remain clear of debris and passable.
- f) Safety and Erosion
 - i) All stumps will be cut flush as low as feasibly possible to the ground to avoid visual impact and tripping hazards.
 - ii) Contractor to prevent erosion by minimizing work on cut banks of riparian areas.
 - i) Upon completion of the project the following measures will be installed on all skid trails and/or roads.

- (1) Water bars, rolling dips, and/or lead outs.
- (2) Slash pack all crossings and/or lead outs.

h) Watercourse, Sensitive and Protected Areas

i) Watercourses

- (1) Class 1 and 2 (Blue/white stripe with solid red)
 - (a) No equipment is to enter the buffer identified on the map and on the ground with flagging.
 - (b) Contractor may not reach equipment into buffer under any circumstances.
 - (c) Trees felled within class 1 and 2 watercourses will need to be manually removed or chained out of the watercourse while equipment remains outside the buffer.
 - (d) No piles shall be constructed within the buffer.
- (2) Class 3 (Blue/white stripe with solid blue)
 - (a) No equipment is to enter the buffer identified on the map and on the ground with flagging.
 - (b) Contractor is to reach the bucket or grapple into buffer while keeping tracks and/or tires outside of the buffer.
 - (c) Any material unable to be reached with equipment is to be manually removed.
 - (d) No piles shall be constructed within the buffer.

i) Protected areas

- (1) Ditches (Special Treatment flagging)
 - (a) No mechanical operations shall take place within any ditches.
 - (b) No equipment shall cross any ditches except at designated crossings
 - (c) Material within the ditch shall be hand cut piled.
 - (d) Directionally fell away from the ditch.
 - (e) No treated material shall be in ditches upon completion of project.
- (2) Railroad grade
 - (a) All standing trees 12-inches and less in diameter are to be cut and piled.
 - (b) Piles may be constructed on the railroad grade.
 - (c) Contractor shall operate in a way to not cause excessive soil disturbance when on the railroad grade
 - (d) When entering the railroad grade existing skid trails and lead outs must be used.
- (3) Equipment Exclusion Zones (Equipment Exclusion Zone with Pink flagging)
 - (a) No work shall be conducted within equipment exclusion zones, including hand work.
- (4) Biologically Sensitive (Special treatment flagging with Yellow)
 - (a) No equipment
 - (b) Remove brush and dead limbs from the no equipment zone.
 - (c) Directionally fell away from biologically sensitive sites.
 - (d) Mitigation protocols will be identified by the project manager/monitor.
- ii) Protected areas shown on map and those identified on the ground prior to operations shall be protected.
- iii) No equipment is to enter these protected areas. If an unidentified meadow, waterway, or other protected area is found by the contractor no operations are to proceed in that area until the Project Manager has been notified and they have instructed the contractor how to proceed.
- iv) Heavy equipment used in project operations shall not be serviced or fueled within 50 feet of a watercourse or in any locations where servicing will allow grease, oil, or fuel to pass into lakes or watercourses.
 - (1) Contractors shall maintain a spill response kit within reasonable proximity to equipment operations.
- v) Equipment shall be checked each day for any signs of leaks and if discovered, shall be repaired immediately.
- vi) Operations shall not place, discharge, dispose of, or deposit in such a manner as to permit to pass into waters of the state, any substances, or materials, including, but not limited to, soil, silt, bark, slash, sawdust, or petroleum in quantities which may cause harm to fish, wildlife, beneficial functions of riparian zones, or the quality and beneficial uses of water.
- vii) All staging areas and fueling or maintenance of vehicles and equipment shall occur outside of sensitive habitat areas and at least 50-feet from any water body, drainages (including storm drains) or riparian habitat.
- viii) No petroleum products, chemical, silt, fine soil, or any substance or material deleterious to sensitive species shall be allowed to pass into or be placed where it could enter a stream channel. Any spills of hazardous materials shall be cleaned up and/or removed immediately. Any such spills shall be reported to BCFSC.

- ix) Major vehicle maintenance, repairs, and washing shall be done off-site.
 - (1) Chainsaw fueling shall occur on service roads and only where spills can be easily cleaned and at least 50-feet away from streams, bridges, or other areas that can transport spilled materials into natural waterways.
- i) Equipment Operating Limitations
 - i) Soil displacement shall be minimized by working the equipment in a straight line, up and down the slope (where slopes over 20% exist). Soil displacement should be avoided. Displacement is the gouging and removal of the surface organic layer and soil.
 - ii) Contractors will limit the number of passes made by equipment on slopes exceeding 20%. This limitation exists to control soil displacement. Wherever possible, contractor shall make every attempt on slopes over 20% to make passes vertically. If soil displacement occurs due to operations the contractor shall, at no extra cost, repair displacement by means of raking and/or smoothing the surface back to original shape. Soil displacement/exposure should not exceed 30% over total project area.
 - iii) Operate ground based mechanical equipment only when the upper 8-inches of the soil is essentially dry, the ground is frozen to a depth of 5-inches, or snow depth of 18-inches or “machine compacted” to 8-inches. Soil is defined as “dry” when the upper 8-inches is not sufficiently moist to allow a soil sample to be squeezed and hold its shape, or crumbles when the hand is tapped. Dryness would be determined by the Project Manager or by a Registered Professional Forester.
 - iv) Contractors’ equipment tracks that displace soil and are greater than 8-inches in height will be knocked down with either equipment and/or hand tools.
 - v) Protected areas shown on the map and those identified on the ground prior to operations shall be protected. No equipment is allowed to enter protected areas. If an unidentified protected area (i.e. waterway, culturally sensitive area, biologically area, etc.) is found no operations are to proceed in that area until the project manager has been notified and the contractor has been instructed on how to proceed.
- j) Compliance with Mitigations for National Environmental Policy Act (NEPA), and Forest Practice Rules
 - i) Contractor to follow Culturally Sensitive areas and Areas of Environmental Concern. Mitigation protocols will be identified by the Project Manager/Monitor and cultural artifacts, which will include leaving buffer areas, not working inside the buffer area, and reporting identified items to the Project Monitor/Manager.
 - ii) Contractors shall conduct all work in accordance with all federal, state, county, and local laws, rules, and regulations, including the California Forest Practice Rules, governing logging practices.
- k) Damages
 - i) Contractor is responsible for property damage including but not limited to damaged fences, gates, waterlines, trees cut that were flagged to be left, etc.
 - ii) Contractors will need to work with landowner(s) and BCFSC on mitigating damages with either direct financial contribution and/or labor.
- l) Responsibilities
 - i) Butte County Fire Safe Council
 - (1) Staff will work with Registered Professional Forester to file all the necessary environmental compliance documents.
 - (2) BCFSC will make payments on invoices submitted twice monthly and will make payment within 90 days of receipt of invoice.
 - ii) Contractor
 - (1) Erosion control measures shall be installed in accordance with Forest Practice Rules and Water Quality Board general order.
 - (2) When installing erosion controls for roads they must remain passable for vehicular traffic.
 - (3) When operations are complete, gravel and native surface roads utilized will be in the same or better condition than at the start of operations.
 - (4) When operations are complete, all utilized landings shall be cross drained for erosion control purposes.
 - (5) The contractor is responsible for property damage such as damaged fences, gates, water lines, escape burns, trees cut that were flagged to be left, etc.
 - (6) Traffic control as needed

m) Project flagging scheme

Description	Flagging color(s)
Project Boundary	Solid Red – Solid Yellow
Infrastructure/Utilities	Flo Pink
Class 1 Stream	Blue/White Striped – Solid Red
Class 2 Stream	Blue/White Striped – Solid Red
Class 3 Stream	Blue/White Striped – Flo Blue
Unit Boundary	Purple
Wildlife & Botany	Orange/White “Special Treatment Zone” - Yellow
Designated Crossing	Yellow “SKID TRAIL”
Equipment Exclusion Zone	White/Yellow “Equipment Exclusion Zone” - Pink
Ditch	Orange/White “Special Treatment Zone”

Funding for this project is provided by the U.S. Forest Service.
"Plumas National Forest of the U.S. Forest Service, Department of Agriculture"



USFS Lucreitia 2025 Piling

EXHIBIT A

Paradise Lake

Legend

- | | | | |
|------------------------------------------------------------------------------------|--------------------------|-------------------------------------------------------------------------------------|--------------|
|  | Unit A2 - 17 Acres |  | Miners Ditch |
|  | Unit A1 - 23 Acres |  | Gate |
|  | Equipment Exclusion Zone |  | Landing |
|  | Dirt Road |  | Access Point |
|  | Rocked Road | | |
|  | Railroad Grade | | |

Unit A1 - Treatment Types:
-Hand Fall Tree
-Mechanical Piling
-Hand Piling
-Wack and Scatter

Unit A2 - Treatment Types:
-Hand Fall Tree
-Hand Piling
-Wack and Scatter

A1

A2

Lucretia Rd

Courtois Rd



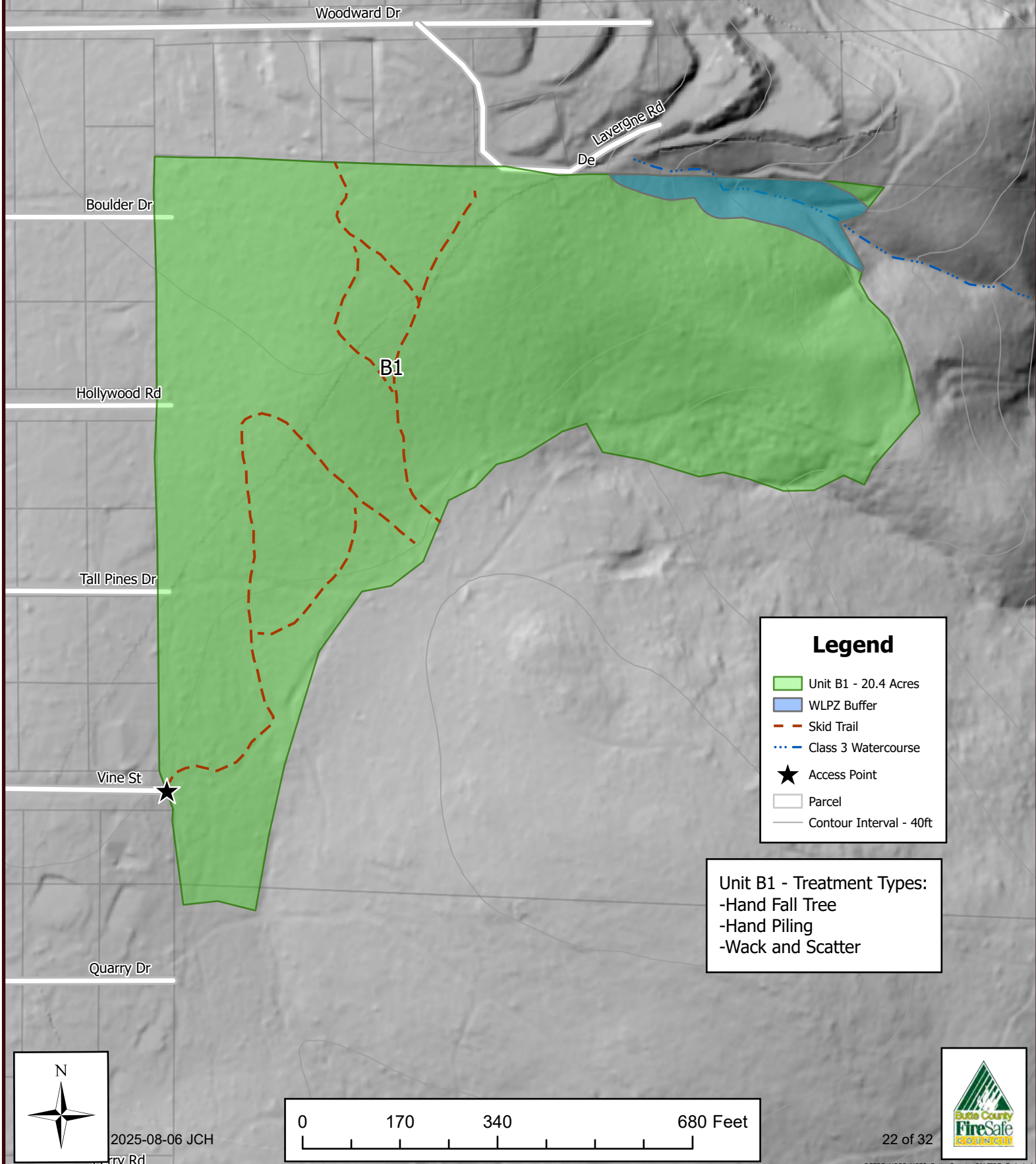
2025-08-06 JCH

0 250 500 1,000 Feet



USFS Hollywood 2025 Piling















EXHIBIT B



USFS Hupp Coutolenc 2025 Piling

EXHIBIT D

Legend

- | | |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
|  Unit D1 & D2 - 66 Acres |  Class 1 Watercourse |
|  WLPZ - 6.1 Acres |  Class 2 Watercourse |
|  No Ops |  Class 3 Watercourse |
|  Gate |  Class 4 Watercourse |
|  Landing |  Dirt Road |
|  Access Point |  Rocked Road |
| |  Parcel |
| |  Contour Interval - 40ft |

Unit D1 & D2 - Treatment Types:

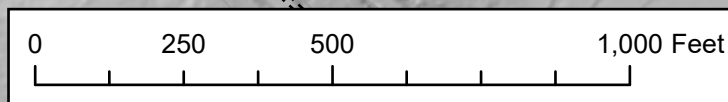
- Hand Fall Tree
- Mechanical Piling
- Hand Piling
- Wack and Scatter

WLPZ - Treatment Types:

- Hand Fall Tree
- Hand Piling
- Wack and Scatter



2025-08-06 JCH



23 of 32

ATTACHMENT IV:**FIRE and TRAFFIC PLAN****FIRE PLAN FOR CONSTRUCTION AND SERVICE CONTRACTS
USFS - Butte County Fire Safe Council****1. SCOPE:**

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

2. RESPONSIBILITIES:**A. Contractor**

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

B. Forest Service

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

3. DEFINITIONS:

The following definitions shall apply:

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

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

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

4. TOOLS AND EQUIPMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Contract Area using a 5/16-inch orifice in the Forester One Inch In-Line Gauge test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

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
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P
	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M

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

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

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

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

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

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

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

1. Variable foam expansion ratio – 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

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

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

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

5. GENERAL

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

	Name	Office Address	Office telephone
Dispatch Center			
Nearest FS Station			
Inspector			
COR			
District Ranger			

When reporting a fire, provide the following information:

- Your Name
- Call back telephone number
- Project Name
- Location: Legal description (Township, Range, Section); and Descriptive location (Reference point)
- Fire Information: Including Acres, Rate of Spread and Wind Conditions.
- **This contract ☒ requires, ☐ does not require, Section 5G of the Fire Plan.**

- G. **Communications:** Contractor shall furnish a serviceable telephone, 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, Forest Service may accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Contractor's headquarters (or agreed to alternative) and Forest Service via commercial or Forest Service telephone.

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

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

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

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

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

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
Tail or corner 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.

6. **EMERGENCY PRECAUTIONS**

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

Fire Danger Rating Area/Fire Weather Station for Project:

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

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

https://publicdashboards.dl.usda.gov/t/NRE_PUB/views/ProjectActivityLevelPALandIndustrialFirePrecautionActivityLevelIFPAL-California/Web/PALDashboard?%3Aembed=y&%3Aiid=8&%3AisGuestRedirectFromVizportal=y

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

**248 Chico / Paradise / Concow – NORTH COUNTY – Jarbo Gap 41214, Colby Mt. 40801, Humbug Summit 40918.
282 HWY 70 South/ Oroville to Clipper Mills – SOUTH COUNTY - Jarbo Gap 41214, Pike County Lookout 41701**

Fire Danger Rating Area/Fire Weather Station for Project: SAWMILL PEAK RECOVERY PROJECT**Phone Number or Website to obtain Predicted Activity Levels: 1-800-847-7766****North County 248/ South County 282
PROJECT ACTIVITY LEVEL**

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

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

https://publicdashboards.dl.usda.gov/t/NRE_PUB/views/ProjectActivityLevelPALandIndustrialFirePrecautionActivityLevelIFPAL-California_Web/PALDashboard?%3Aembed=y&%3Aiid=8&%3AisGuestRedirectFromVizportal=y
North County 248/ South County 282

REPORTING ALL WILDFIRES: CALL 911

Contractor's employees shall report all fires to 911 immediately (including fires that have been extinguished) and the following facilities and/or personnel listed below within the first 4 hours of the event:

Size-up Report When Reporting a Wildfire or Other Incident: **Call 911**

Be prepared to provide the following key information:

- Incident Type (wildland fire, vehicle accident, medical, HazMat Spill etc.)
- Location (have this Job Briefing with you)
- Incident Status (for wildfires: size of fire, rate of spread, threats such as structures)
- Best Access Routes
- Special Hazards (power lines down etc....)
- Your name and contact information.

Call the Butte County Fire Safe Council office at 530-877-0984 or Taylor Nilsson at 530-966-1620 or the Project Manager/Monitor for your project.

TRAFFIC PLAN

Contractor will provide for crew and public safety at all times. Strict control of roadway traffic if working along any roadway will be the top priority. Following all State of California Traffic Laws will be followed at all time. See the link :

<https://dot.ca.gov/programs/safety-programs/camutcd>

A minimum sign requirement in both directions would be: **ROAD WORK AHEAD ; BE PREPARED TO STOP ; FLAGGER**. Personnel will be in radio contact if they cannot see each other to coordinate operations. Cones should also be present. See attached link and pages 1047 and 1162.

Table 6C-2. Stopping Sight Distance as a Function of Speed on Level Roads.
(Used as suggested longitudinal buffer space length or location for flagger station)

Speed*	Distance
20 mph	115 feet
25 mph	155 feet
30 mph	200 feet
35 mph	250 feet
40 mph	305 feet
45 mph	360 feet
50 mph	425 feet
55 mph	495 feet
60 mph	570 feet
65 mph	645 feet
70 mph	730 feet
75 mph	820 feet

* Posted speed, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph.

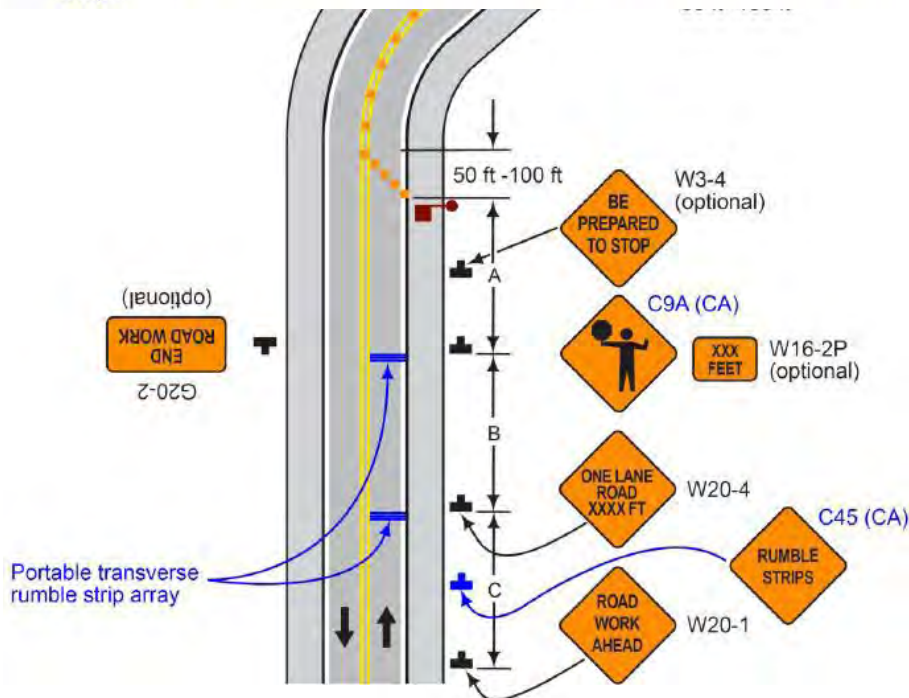
Table 6C-1. Recommended Advance Warning Sign ~~Minimum~~ Spacing

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed) - 25 mph or less***	100 feet	100 feet	100 feet
Urban - more than 25 mph to 40 mph***	250 feet	250 feet	250 feet
Urban (high speed) - more than 40 mph***	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* ~~Speed category to be determined by the highway agency.~~

** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

*** Posted speed limit, off-peak 85th-percentile speed prior to work starting, or other anticipated operating speed in mph.



Fire and Traffic Plan Certification:

Contractor has reviewed and will abide by all State Laws and the Fire and Traffic Plan.

Contractor Signature

Date