

## Butte County Fire Safe Council

### Request for Proposal

#### PROPOSAL ANNOUNCEMENT

***SCON-2229 Memorandum of Understanding (MOU) with Butte County  
(24-DG-11052012-176 "Butte County Public Works" (USDA Forest Service))  
Robinson Mill Roadside Fuels Reduction Project***

***January 29<sup>th</sup>, 2026***

#### **INTRODUCTION**

The Butte County Fire Safe Council (BCFSC) is seeking a contractor to create a roadside shaded fuel break for the Robinson Mill Roadside Fuels Reduction Project for the communities of Robinson Mill and Bangor, California. Prevailing Wage must be considered when determining costs, as outlined in the section **PREVAILING WAGE** below. Following the award of the project, the successful contractor shall enter into a contract with BCFSC for the services specified in this Request for Proposals (RFP). 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)**

One contractor will work on the Robinson Mill Roadside Fuels Reduction Project for the communities of Robinson Mill and Bangor. Work is anticipated to begin in March 2026 and be completed within 60 to 90 days, depending on favorable weather conditions. This project is funded in whole by federal financial assistance through a U.S. Forest Service Fuels Reduction Grant administered by the Butte County Public Works (BCPW). It is designed to create a shaded fuel break along an evacuation route to reduce wildfire risk, protect watersheds, improve forest health, increase evacuation safety, and assist firefighters in creating safe areas to fight wildfire in the communities of Robinson Mill and Bangor. Work will be conducted on public right-of-way (ROW) land and private lands under the oversight of the BCFSC.

#### **PROPOSAL SUBMISSION**

Complete the Proposal Submission Form below or submit the equivalent information by e-mail to [RFP@buttefiresafe.net](mailto:RFP@buttefiresafe.net)

#### **TIMELINE**

Event	Date & Time	Location / Details
Contractor Walk Through	Thursday, February 5th, 2026, at 9:30 AM	10 Robinson Mill Rd, Oroville, CA 95966 CAL FIRE Robinson Mill Station # 54
Inquiry Submission Deadline	Thursday, February 12th, 2026, by 4:00 PM	Submit inquiries to <a href="mailto:RFP@buttefiresafe.net">RFP@buttefiresafe.net</a>
Addendum Response Issuance	Thursday, February 19th, 2026, by 4:00 PM	Responses provided via email to all bidders
Bid Submission Deadline	Thursday, February 26th, 2026, by 4:00 PM	Submit bids to BCFSC
BCFSC will select a contractor and award the contract within 90 days after the bid submission deadline.		

## **FEDERAL FUNDING REQUIREMENTS**

The following requirements must be met for this contract to be reimbursable with Federal grant funds. Proposing firms are required to follow these requirements.

1. Contract Requirements – Special requirements must be included in the agreement and are provided in the “Sample Contract” included in this package, Attachment VI.
2. Debarment and Lobbying certification – Proposers must submit Debarment and Non-lobbying Certifications with their bid, please see Appendix/Exhibit/Attachment ...”
3. EEO Certification
4. Non-discrimination compliance
5. All bidders must have an active SAM.gov registration and must not be listed on the SAM exclusion list.
6. Non-collusion Affidavit

## **SELECTION PROCESS**

- The selection committee may include representatives from BCFSC staff and the Board of Directors. The criteria for selecting the contractor are reputation, experience, capability, staff availability, compliance with RFP requirements, proximity, and cost.
- The BCFSC reserves the right to:
  - Conduct follow-up interviews with contractors before awarding contracts.
  - Reject all bids, waive any non-material informality in any bid, determine which bid is the best, and make that award that is in the best interest of the BCFSC.
- It is the proposer’s obligation to submit the proposal on time. Any proposal received after the deadline will be at the discretion of the evaluation committee regarding acceptance and may be discarded as non-responsive. The selection 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.

## **SELECTION CRITERIA & WEIGHT**

<b>CRITERIA</b>		<b>WEIGHT</b>
COST		25%
EXPERIENCE		25%
PROXIMITY		10%
CAPABILITY		10%
REPUTATION		10%
AVAILABILITY		10%
RFP COMPLIANCE		10%
<b>TOTAL</b>		<b>100%</b>

## **PROTEST OF AWARD PROCESS**

### **1. Right to Protest**

Any proposer who has submitted a responsive proposal to this Request for Proposal (RFP) may file a formal protest of the award decision. Protests are limited to alleged errors or improprieties in the solicitation, evaluation, or award process.

### **2. Grounds for Protest**

A protest may be filed only on one or more of the following grounds:

- Failure of the BCFSC to follow the procedures outlined in the RFP.
- Material deviation from the stated evaluation criteria.
- Unequal or unfair treatment of proposers.
- Mathematical, clerical, or factual errors in scoring.
- Conflict of interest or appearance of impropriety.
- Award to a proposer who does not meet the minimum RFP requirements.

*Disagreement with the BCFSC's judgment, scoring discretion, or the evaluation conclusions alone do not constitute valid grounds for protest.*

### **3. Protest Filing Deadline**

A written protest must be received by the BCFSC no later than 5 business days after the Notice of Intent to Award is issued. Protests submitted after this deadline will not be considered.

### **4. Protest Submission Requirements**

All protests must be submitted in writing and include the following:

1. RFP title.
2. Name, address, phone number, and email of the protesting contractor.
3. Detailed statement of the legal and factual grounds for the protest.
5. Specific citations to the RFP provisions alleged to have been violated.
6. Supporting documentation or evidence, if available.
7. Requested remedy or corrective action.
8. Signature of an authorized representative.

Protests must be submitted to:

Butte County Fire Safe Council  
Attn: Taylor Nilsson  
rfp@buttefiresafe.net  
6569 Clark Rd. Paradise, CA 95969

### **9. Review Process**

Upon receipt of a timely and complete protest, the BCFSC will:

1. Acknowledge the receipt of the protest in writing.
2. Review the protest for procedural compliance.
3. Conduct an internal review of the evaluation and award process.
4. Request additional information from the protester if necessary (at BCFSC discretion).

*The BCFSC may, at its sole discretion, suspend contract execution during the review period.*

## **10. BCFSC Determination**

The BCFSC will issue a written determination within seven business days of receiving the protest (or receipt of additional requested information, if applicable).

The determination may include:

- Denial of the protest.
- Partial approval with corrective action.
- Re-evaluation of proposals.
- Clarification of the award decision.
- Cancellation and reissuance of the RFP.

*The BCFSC's written determination shall be final.*

## **11. Limitation on Communication**

From the date the RFP is issued through final award determination, proposers shall not communicate with BCFSC Board members, staff, or evaluation committee members regarding the RFP, except through the designated procurement contact. Violation of this provision may result in disqualification.

## **12. Reservation of Rights**

The BCFSC reserves the right to reject any or all proposals, waive minor irregularities, modify or cancel the RFP, and take any action deemed in the best interest of the organization.

## **13. Costs of Protest**

All costs associated with preparing and submitting a protest shall be borne solely by the protesting contractor. The BCFSC shall not be liable for any costs incurred.

## **EQUAL OPPORTUNITY PROVIDER**

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or

retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, Large print, audiotape and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-9339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027> from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must include the complainant's name, address, and telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) of the nature and date of the alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington D.C. 20250; or
2. Fax: (833) 256-1665 or (202) 690-7442; or 3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

## **PREVAILING WAGE**

The scope of work for this procurement includes services that are considered covered work.

Quotes and any resultant contract shall incorporate the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code 1770 et seq. seq., a copy of which is available through the BCFSC Project Manager in accordance with the provisions of Labor Code 1773.2, or may be accessed on the Internet at <http://www.dir.ca.gov/Public-Works/PublicWorks.html> and is hereby made a part of this contract by reference as though fully set forth herein. If the project requires the employment of workers in any apprenticeshipable craft or trade, once awarded, the Contractor or Subcontractor(s) must apply to the Joint Apprenticeship Council unless already covered by local apprentice standards (Labor Code 1777.5).

Contractor or Subcontractor(s) shall forfeit twenty-five (\$25) for each worker employed in the execution of this contract by the respective Contractor or Subcontractor(s) for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week as penalty for violation of California Labor Code section 1813. In addition, any work performed by employees in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight (8) hours per day at not less than 1.5 times the basic rate of pay in accordance with Labor Code section 1815.

Effective January 1, 2015, per California Senate Bill 854, County shall provide Notice to Contractors as follows:

- No Contractor or Subcontractor(s) may be listed on a bid or quotation for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); and
- No Contractor or Subcontractor(s) may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; and
- Effective April 1, 2015, all Contractors and Subcontractor(s) shall furnish certified electronic payroll records for new projects to the labor commissioner.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

State and Federal Prevailing Wages are required in this contract. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and prevailing wage rates determined by the Department of Industrial Relations for similar classifications of labor, the Contractor and Subcontractor(s) shall pay no less than the higher of the two wage rates. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and Subcontractor(s), the Contractor and Subcontractor(s) shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question. Federal Prevailing Wages can be found online at: <http://www.wdol.gov/dba.aspx>. State Prevailing Wages can be found online at: <http://www.dir.ca.gov/OPRL/PWD/Index.htm>.

The Board of Supervisors has ascertained, pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for straight time, overtime, Saturday, Sunday, and holiday work applicable to the work to be done in Butte County are the same as the general prevailing wage rates as determined by the California Department of Industrial Relations. These rates are on file in the office of the Director of Public Works, 7 County Center Drive, Oroville, CA 95965, and available at: <http://www.dir.ca.gov/OPRL/PWD/Index.htm>.

**Successful bidder must provide a Performance Bond and a Payment Bond, each in the amount of 100% of the contract price, upon award.**

## **FORMAT FOR PROPOSALS**

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

### **Mandatory Content and Sequence of Submittal: Checklist**

*Failure to include all items noted may result in the rejection of your proposal.*

#### **Cover Letter - (must include the following):**

- 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 90 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 subcontractor(s) that you will be utilizing.

#### **Other Documents - (must include the following):**

- Tax ID** - The contractors' federal tax ID number on a current W9 form.
- SAM.gov registration** - please provide UEI number.
- Department of Industrial Relations (DIR) Registration Number**
- Insurance** - Current certificates showing a minimum of \$1,000,000.00 (One Million) per policy. Please see the sample contract for the full requirements.
- Commercial General Liability
- Commercial Auto (personal auto if sole proprietor with liability of at least 100K/300K)
- Worker's Compensation
- License(s)** - Please include copies of all licenses relevant to complete the Scope of Work outlined in the attached contract sample, including license numbers and expiration dates.
- 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.
- Subcontractor(s)** - must supply License(s), Insurance, and DIR registration number as outlined above for all subcontractors that will be used.
- Special Provisions documents** - please make sure you have completed all sections of Attachment VI – Special Provisions in the Sample Contract.

**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**

***SCON-2229 Memorandum of Understanding (MOU) with Butte County***

***(24-DG-11052012-176 "Butte County Public Works" (USDA Forest Service))***

***Robinson Mill Roadside Fuels Reduction Project***

**Contractor Information**

<b>Name of Bidder</b>	
<b>Business Address</b>	
<b>Point of Contact</b>	
<b>Email</b>	
<b>Phone Number</b>	
<b>Available Start Date</b>	

**Fill out the following section as follows:**

Please provide a total bid for fuels reduction by acre with a total cost for the project based on the project outlined in the map in Exhibits A and B. **Please ensure that California Prevailing Wage is reflected in your costs, as outlined in the RFP Announcement.**

<b>Unit</b>	<b>Acres</b>	<b>Treatment Methods</b>	<b>Cost Per Acre</b>	<b>Total</b>
A1 – A30	52.4	Hand Cut & Chip; Hauling		
ROW-A1 – ROW-A18	8.4	Hand Cut & Chip; Hauling		
		<b>Total Cost of Project</b>		

**Equipment and Resources Available**

Please provide the make and model for each piece of equipment that will be utilized for the following treatments -

**Hand Cut and Chip:** (amount and type of saws, model of chipper, etc.)

---



---



---



---



---



---



---

**Hauling:** (for removal and transportation of chips)

---

---

---

---

---

---

**Bidder Acknowledgement of receipt of Addendum (in the case that one is supplied) and certifies that the price(s) listed and all statements are true and correct. Bidder further certifies that they have read and will comply with the Special Provisions pages**

---

Name

---

Signature

---

Date

**This form must be included in the Proposal and completed in its entirety for the Proposal to be evaluated.**

**Butte County Fire Safe Council**  
**SCON-2229 Memorandum of Understanding (MOU) with Butte County**  
**(24-DG-11052012-176 "Butte County Public Works" (USDA Forest Service))**  
**Robinson Mill Roadside Fuels Reduction Project**  
**Contract # TBD**  
**SAMPLE CONTRACT**

This Contract, dated as of the last date executed in County of Butte, is between the Butte County Fire Safe Council, a non-profit organization, hereinafter referred to as BCFSC, and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

<b>Variable Information Table</b>				
Contract Terms				
Term Begins: TBD		Term Completion Date: TBD		
<b>Basis Of Price - select all that apply</b>			<b>Job Site to Job Site</b>	
<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				
<b>Contractor Contact Information</b>		<b>BCFSC Contact Information</b>		
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)	Ashley Turner	
Contact Email		PM Email:	ashley_turner@buttefiresafe.net	
Contact Phone		PM Phone:	530-635-9259	

**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.

<b>Treatment Table</b>				
Units & Treatment Description	Measure	Rate	Quantity	Total Not to Exceed
A1-A30: Hand Cut & Chip; Hauling				
	Acres		52.4	
ROW-A1 – ROW-A18: Hand Cut & Chip; Hauling				
	Acres		8.4	
<b>Total Acres</b>	<b>60.8</b>			<b>Total Project Cost</b> <b>TBD</b>

**WHEREAS** The project is located along Robinson Mill Rd, Upham Rd, and La Porte Rd. utilizing Hand Cut & Chip, with some hauling required.

**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

Attachment V – Regulatory Compliance Requirements (2CFR)

Attachment VI – Special Provisions

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.

**SAMPLE CONTRACT**

---

Name, 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.

**SAMPLE CONTRACT**

---

Name, Contractor Signature

---

Date

**SAMPLE CONTRACT**

---

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.

### **E-Verification:**

All Contractors must certify, in writing, that all employees working on BCFSC projects have been “E-Verified” to legally work in the United States. Please refer to the website <http://www.uscis.gov/portal/site/uscis>

### **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. Subject to the royalty-free, nonexclusive license reserved by USDA.

### **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 **DD/MM/YYYY** 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 USDA Forest Service (including its officers, agents and employees 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, the Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

### **Changes to the Contract:**

Changes to this Contract may only be made with the BCFSC through 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 I 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 any payment under the Agreement until such time as 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 5% holdback cap 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.
- Electronic copies of certified payroll records for the time period on the invoice.
- 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.

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, Contractors 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**

#### **Scope of Work to be Performed by Contractor**

The project is located along Robinson Mill Rd, Upham Rd, and La Porte Rd (see attached maps in Exhibits A & B). The following treatment method will be utilized to reduce hazardous fuels: Hand Cut & Chip; some hauling of materials to a facility (see list in Section 2) 1) ii) (7) (b)) for disposal will be required. Load slips must be submitted with the corresponding invoice. The treatment objective is to reduce hazardous fuels along evacuation routes by thinning the understory vegetation to the desired spacing and pruning the remaining vegetation to create a shaded fuel break. There are Culturally Sensitive Areas, flagged with Orange/White Special Treatment Zone and Solid Pink, within the project area. No vehicles or equipment shall be driven within these Culturally Sensitive Areas. There are Class 3 and Class 2 watercourses throughout the project area, flagged in blue/white stripes with solid blue or solid red, respectively. No treated material is to be left in any watercourse channel or drainage; such material shall be removed immediately. The project boundary will be flagged in red and yellow. The contractor will confine operations within the boundaries represented to them on the ground by BCFSC and/or the Registered Professional Forester (RPF). However, since some segments of the project area are not flagged, the contractor must use the Avenza ready maps provided by the Project Manager to identify and locate project boundaries for treatment. When the contractor is working in right-of-way (ROW) work-only units, the contractor must ensure that no work occurs past the ROW width onto private property. No contractor personnel shall enter into private property either. Final treatment acreage will be calculated by BCFSC staff using a Global National Satellite System (GNSS) Receiver. Acres may be reduced based on archaeological, biological, rock outcroppings, roads, unforeseen circumstances, and special landowners' requests. Contractor will not be compensated for additional acres or anything above the "Not to Exceed" price as stated in the contract, unless agreed upon by BCFSC and the contractor as specified by Amendments to this Contract specified under Attachment I.

#### **Overview and Objective**

Treatment will consist of Hand Cut & Chip; some hauling of materials to a facility for disposal will be required. Load slips must be submitted with the corresponding invoice. Hand crews will hand-cut material 10 inches in diameter and smaller until the desired spacing, or landowner objective, is achieved. Dead and down materials 10 inches or smaller at the butt end are to be chipped. All cut materials produced within the County's ROW must be removed from the ROW for disposal and cannot be placed onto the corresponding private landowner's property. All cut materials produced on private parcels are to be chipped back on site. Materials that are chipped back on site shall be spread to the standards stated in **Section 1 b)** listed in this Scope of Work. If there is no appropriate place to chip back on site due to proximity to watercourses, drainages, trees, infrastructure, the chip depth limit of 4 inches has been reached, or the materials were produced within the County's ROW, excess chips can be hauled to 1439 ROBINSON MILL RD and left in piles at locations specified by the landowner. Hauling chips to a proper facility for disposal (see list in Section 2) 1) ii) (7) (b)) may be required if the landowner at 1439 ROBINSON MILL RD reaches their capacity for chips. If hauling chips to a facility for disposal, a temporary chips staging area has been designated at APN 073-350-007-000 (see map in Exhibit A). If the contractor plans to use this staging area, an LTO Type A is required.

Work will be done in an environmentally sensitive manner to improve tree-stand health on the property in a natural setting. Specifically, live and dead vegetative fuels will be hand-thinned to reduce vegetation continuity, decrease flammability, and accelerate decomposition of treated material.

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

**FULL SCOPE – SIGNED AGREEMENTS UNITS:**

**A1 and A28**

Do not cut materials or limb up residual trees in the section that has been flagged in pink by the landowner. BCFSC and the landowner must be present during operations. The contractor is to contact the Project Manager, Ashley Turner (530) 635-9259, to coordinate with the landowners. Notice at least 48 hours in advance is appreciated. Follow Treatment Standards and **broadcast chips** back into the project area, where appropriate. Materials produced within the ROW must be hauled to designated disposal locations (see list in Section 2) l) ii) (7) (b)).

**A2 to A4, A7, A11 to A15, A17, A18, A20, A21, A23, A27, A29, A30**

Follow the Treatment Standards and **broadcast chips** back into the project area, where appropriate. Materials produced within the ROW must be hauled to designated disposal locations (see list in Section 2) l) ii) (7) (b)).

**A5 and A6**

The landowner must be called before work so that animals can be moved out of the area: Misty Miller (801) 694-9699. Follow Treatment Standards and **pile chips** in designated locations, but not within the ROW (**30 feet** from the centerline of the road).

**A8**

Do not cut their plants that are flagged with “Do Not Cut”. Follow Treatment Standards and **broadcast chips** back into the project area, where appropriate. Materials produced within the ROW must be hauled to designated disposal locations (see list in Section 2) l) ii) (7) (b)).

**A9, A10, A16**

Work should stop where the unit ends on the provided map, which is flagged in purple. Follow Treatment Standards and **broadcast chips** back into the project area, where appropriate. Materials produced within the ROW must be hauled to designated disposal locations (see list in Section 2) l) ii) (7) (b)).

**A19**

Do not cut their bamboo, which is flagged with “Do Not Cut”. Follow Treatment Standards and **broadcast chips** back into the project area, where appropriate. Materials produced within the ROW must be hauled to designated disposal locations (see list in Section 2) l) ii) (7) (b)).

**A22**

Do not cut their grape vines, which are flagged with “Do Not Cut”. Follow Treatment Standards and **broadcast chips** back into the project area, where appropriate. Materials produced within the ROW must be hauled to designated disposal locations (see list in Section 2) l) ii) (7) (b)).

**A24**

Follow Treatment Standards and **broadcast chips** back into the project area, where appropriate. Except for the 1439 ROBINSON MILL RD property (same address for units A5 & A6), **pile chips** instead, but not within the ROW (**30 feet** from the centerline of the road). Materials produced within the ROW must be hauled to designated disposal locations (see list in Section 2) l) ii) (7) (b)).

**A25 and A26**

The landowner must be notified before work so that animals can be moved out of the area: The contractor is to contact the Project Manager, Ashley Turner (530) 635-9259, to coordinate with the landowners. Notice at least 48 hours in advance is appreciated. Follow Treatment Standards and **broadcast chips** back into the project area, where appropriate. Materials produced within the ROW must be hauled to designated disposal locations (see list in Section 2) l) ii) (7) (b)).

**RIGHT OF WAY WORK ONLY UNITS:****ROW-A7**

There is fencing within the ROW, but the width of the ROW (**30 feet** from the centerline of the road) can be treated. Follow Treatment Standards, but remove treated materials from the project area. Materials produced must be hauled to designated disposal locations (see list in Section 2) l) ii) (7) (b)).

**ROW-A1, ROW-A4 to ROW-A6, ROW-A9, ROW-A13 to ROW-A15**

There is fencing within the ROW. ONLY treat materials up to the fence, or up to the width of the ROW (**30 feet** from the centerline of the road), whichever comes first. Follow Treatment Standards, but remove treated materials from the project area. Materials produced must be hauled to designated disposal locations (see list in Section 2) l) ii) (7) (b)).

**ROW-A8, ROW-A12**

There is fencing within the ROW. ONLY treat materials up to the fence, or up to the width of the ROW (**20 to 30 feet** from the centerline of the road. Width transition is noted on the map as circle points), whichever comes first. Follow Treatment Standards, but remove treated materials from the project area. Materials produced must be hauled to designated disposal locations (see list in Section 2) l) ii) (7) (b)).

**ROW-A2, ROW-A3, ROW-A10, ROW-A11, ROW-A16 to ROW-A18**

There is no fencing within the ROW. The whole width of the ROW (**30 feet** from the centerline of the road) can be treated. Follow Treatment Standards, but remove treated materials from the project area. Materials produced must be hauled to designated disposal locations (see list in Section 2) l) ii) (7) (b)).

**1) Treatment Standards****a) Hand Cutting**

- i) Treated materials shall not be left within the County's ROW.
- ii) Treated materials produced within the ROW must be hauled to a designated disposal location (see list in Section 2) l) ii) (7) (b)).
- iii) Dead and/or dying trees 10 inches DBH or less shall be cut.
- iv) Remove all suppressed and intermediate trees with 10 inches DBH or less.
- v) Remove additional healthy trees 10 inches DBH or less until the overstory canopy cover reaches the target level of 70%.
- vi) Spacing of remaining brush and trees will vary as the vegetation types and sizes vary; however, the goal of 18 feet to 25 feet spacing should be standard.
- vii) Remove down and dead underbrush fuels.
- viii) Dead and downed material 10 inches or less shall be hand cut and chipped.
- ix) Spacing should take into consideration the canopy closer overhead and species type.
- x) In areas dominated by brush, individuals of brush species shall be selected to remain to provide shade and prevent further brush regrowth.
- xi) Riparian vegetation within a watercourse protection zone (WLPZ) shall be treated to the above-stated standards.
  - (1) All riparian vegetation within a watercourse channel shall be retained (i.e. large mixed conifer and hardwood trees).
    - (a) Only dead/dying trees within the watercourse shall be removed.
    - (b) Directionally fell away from the watercourse channel.
- xii) Any cut vegetation falling into watercourses, ditches, roads, or trails shall be removed immediately.
- xiii) Upon completion of operations, inadvertently missed residual cut material shall not exceed 2 inches in diameter and 4 feet in length.
- xiv) All cut materials located within 100 feet of a structure or residence shall be chipped.
- xv) All stumps will be cut flush and as low as feasibly possible to the ground to avoid visual impact and tripping hazards.
- xvi) Cut materials may need to be hauled away to be disposed of at an appropriate facility, if an acceptable location to broadcast chips back on site does not exist, and if the landowner at 1439 ROBINSON MILL RD has reached their capacity for chips.

b) **Chipping**

- i) Treated materials shall not be left within the County's ROW.
- ii) Treated materials produced within the ROW must be hauled to a designated disposal location (see list in Section 2) l) ii) (7) (b)).
- iii) All treated materials shall be chipped.
- iv) Chips are to be broadcast no deeper than 4 inches.
- v) Chips are to be kept away from the base of the remaining trees.
- vi) Chips are not to be broadcast or spread into/on the County's ROW, ditches, stream zones, trails, road cutbanks, infrastructure, or rock outcroppings.
- vii) Chips shall not be broadcast or piled within the County's right-of-way.
- viii) Chips are to be broadcast onto the downhill side.
- ix) Chips may need to be hauled away to be disposed of at an appropriate facility, if an acceptable location to broadcast chips back on site does not exist.
  - (1) Treated materials produced within the ROW must be hauled to a designated disposal location (see list in Section 2) l) ii) (7) (b)).
  - (2) If hauling to a facility occurs, load slips must be submitted with the corresponding invoice.

**2) Implementation and Equipment Standards**

a) **Pruning**

- i) The remaining hardwoods and conifers, including saplings, will be pruned up to 12 feet in height or one-third of the healthy, live crown, whichever is less.
  - (1) **A pole saw will be required to accomplish this task.**
- ii) All brush with multiple stems shall be leader trained and coppiced to 1-3 dominant stems.

b) **Replacement Trees**

- i) 1-5 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) > 20 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.

c) **Preferred Tree and Brush Species**

- i) Preferred residual tree species (to leave in order of importance):

- (1) Blue Oak
- (2) Black Oak
- (3) Maple
- (4) Ponderosa Pine
- (5) Douglas Fir
- (6) Canyon Live Oak
- (7) Willow
- (8) Madrone
- (9) California Laurel (Bay)
- (10) Grey Pine
- (11) Toyon

- ii) Species Not to be Cut:

- (1) Elderberry
- (2) Red Bud
- (3) Dogwood

**d) Treated Vegetation within Treatment Areas**

- i) Treated materials shall not be left within the County's ROW.
- ii) Treated materials produced within the ROW must be hauled to a designated disposal location (see list in Section 2) l) ii) (7) (b)).
- i) Residual material shall not exceed a depth of 4 inches, and individual pieces shall not exceed 2 inches in diameter and 4 feet in length.
- ii) All stumps will be cut flush and as low as feasibly possible to the ground to avoid visual impact and tripping hazards.
- iii) Treated material shall not obstruct the water flow in any drainage or watercourse. The contractor shall immediately remove such material.
- iv) During operations, scattered debris is acceptable on trails, but not to the point that it creates any significant tripping hazards.
  - (1) Upon completion of a treatment area, the contractor shall ensure that trails are left open and passable.
- v) Roadways shall always remain clear of debris and be passable.
- vi) Damage to residual trees and any brush shall be minimized to the greatest extent feasible.

**e) Safety and Erosion**

- i) All stumps will be cut flush and as low as feasibly possible to the ground to avoid visual impact and tripping hazards.
- ii) Contractor is not to remove trees that are within striking distance of power lines.
- iii) Contractor is to prevent erosion by avoiding work on:
  - (1) Cut banks in riparian areas.
- ii) Within watercourse protection areas, flagged with Blue/White Stripe and with either Solid Blue or Red flagging, the preference is to leave taller hardwoods (i.e., Big Leaf Maple).
  - (1) Trees along the bank and in the channel are also preferred leave trees.

**f) Watercourses, Sensitive, and Protected Areas**

- i) Watercourses
  - (1) Riparian species are preferred species to leave.
  - (2) No treated material shall remain in channels after completion of each workday.
    - (a) Hand-cut materials are to be dragged outside of watercourse buffers to chip.
- ii) Protected and sensitive areas shown on the map and those identified on the ground before operations shall be protected.
- iii) No equipment shall enter these protected and sensitive areas. If the contractor finds an unidentified meadow, waterway, or other protected area, no operations are to proceed in that area until the Project Manager has been notified and has instructed the contractor on how to proceed.
- iv) Heavy equipment used in project operations should 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, drainage (including storm drains), or riparian habitat.
- viii) No petroleum products, chemicals, 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 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, the contractor shall make every attempt to make passes vertically on slopes over 20%. If soil displacement occurs due to operations, the contractor shall, at no extra cost, repair the displacement by means of raking and/or smoothing the surface back to its original shape. Soil displacement/exposure should not exceed 30% over the 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 are not sufficiently moist to allow a soil sample to be squeezed and hold its shape, or when it crumbles when the hand is tapped. Dryness would be determined by the Project Manager/Monitor 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 before operations shall be protected. No equipment is allowed to enter protected areas. If an unidentified protected area (i.e., waterway, culturally sensitive area, biologically sensitive 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.
- vi) Existing crossings on Class 3 watercourses must be pre-approved by the BCFSC Project Manager and only used when dry after approval.
- vii) Machinery and chainsaw hours of operation are weekdays from 7:00 am to 5:00 pm, or during daylight hours within the winter period.

ii) **Compliance with Mitigations for CEQA (California Environmental Quality Act), NEPA (National Environmental Policy Act), and Forest Practice Rules**

- i) Contractor is to follow Best Management Practices (BMPs) for Culturally Sensitive Areas and Areas of Environmental Concern: BMPs will be determined by a Qualified Archaeologist and relayed to the contractor by the Project Manager/Monitor. Practices include flagging and avoiding these culturally sensitive areas.
- 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 timber harvesting practices.

iii) **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.

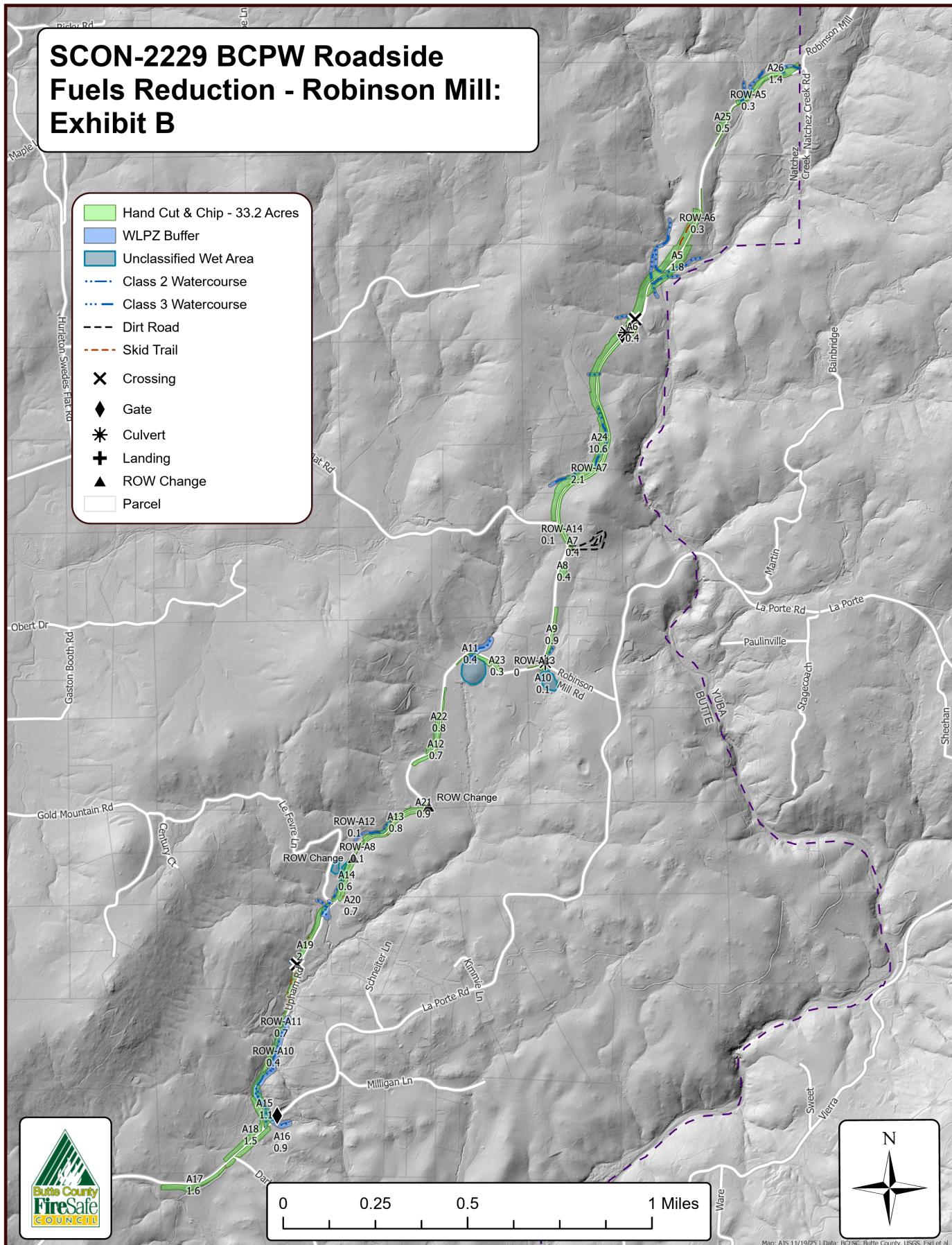
iv) **Responsibilities**

- i) Butte County Fire Safe Council:
  - (1) Staff will work with a 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 the invoice.
- ii) Contractor(s):
  - (1) When working in ROW work-only units, ensure that no work occurs past the ROW width onto private landowners’ property that do not have signed agreements with the BCFSC.
  - (2) Erosion control measures are to be installed in accordance with Forest Practice Rules and the Water Quality Board General Order (2017).
  - (3) When installing erosion controls for roads, they must remain passable for vehicular traffic.
  - (4) When operations are complete, gravel and native surface roads utilized will be in the same or better condition than at the start of operations.

- (5) When operations are complete, all utilized landings shall be cross-drained for erosion control purposes.
- (6) 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.
- (7) Implement traffic controls, as required by law.
- (8) If hauling occurs, load slips must be submitted with the corresponding invoices.
  - (a) **Temporary chips staging area:**
    - (i) APN 073-350-007-000 (see map in Exhibit A).
    - (ii) If the contractor plans to use this staging area, an LTO Type A is required.
  - (b) **List of Designated Disposal Facilities:**
    - (i) **Neal Road Recycling and Waste Facility**  
1023 Neal Rd., Paradise, CA 95969  
(530) 345-4917
    - (ii) **Earthworm Soil Factory/Butte Valley Supply**  
2552 Clark Rd., Butte Valley, CA 95965  
(530) 895-9676
    - (iii) **Old Durham Wood Inc**  
1156 Oroville Chico Hwy, Durham, CA 95938  
(530) 624-0770

m) **Project Flagging Scheme**

Description	Flagging Color(s)
Project Boundary	Solid Red – Solid Yellow
Infrastructure/Utilities	Solid Pink
Vegetation Not to be Cut	Solid Pink w/ Text “Do Not Cut”
Class 1 WPLZ Lake	Blue/White Striped – Solid Red
Class 1 WPLZ Stream	Blue/White Striped – Solid Red
Class 2 WPLZ Stream	Blue/White Striped – Solid Red
Class 2 WPLZ Spring	Blue/White Striped – Solid Red
Class 2 WPLZ Wet Area	Blue/White Striped – Solid Red
Class 3 Stream	Blue/White Striped – Solid Blue
Class 3 Seep	Blue/White Striped – Solid Blue
Class 3 Meadow	Blue/White Striped – Solid Blue
Class 4 Flume/Wet Ditch	Blue/White Striped - Solid Blue
Botanical/Wildlife	Orange/White Special Treatment Zone – Solid Yellow
Archaeology	Orange/White Special Treatment Zone – Solid Pink
Designated Skid Trail	Yellow (“SKID TRAIL” Black Lettering)
Designated Truck Road	Orange (“Truck Road” Black Lettering)

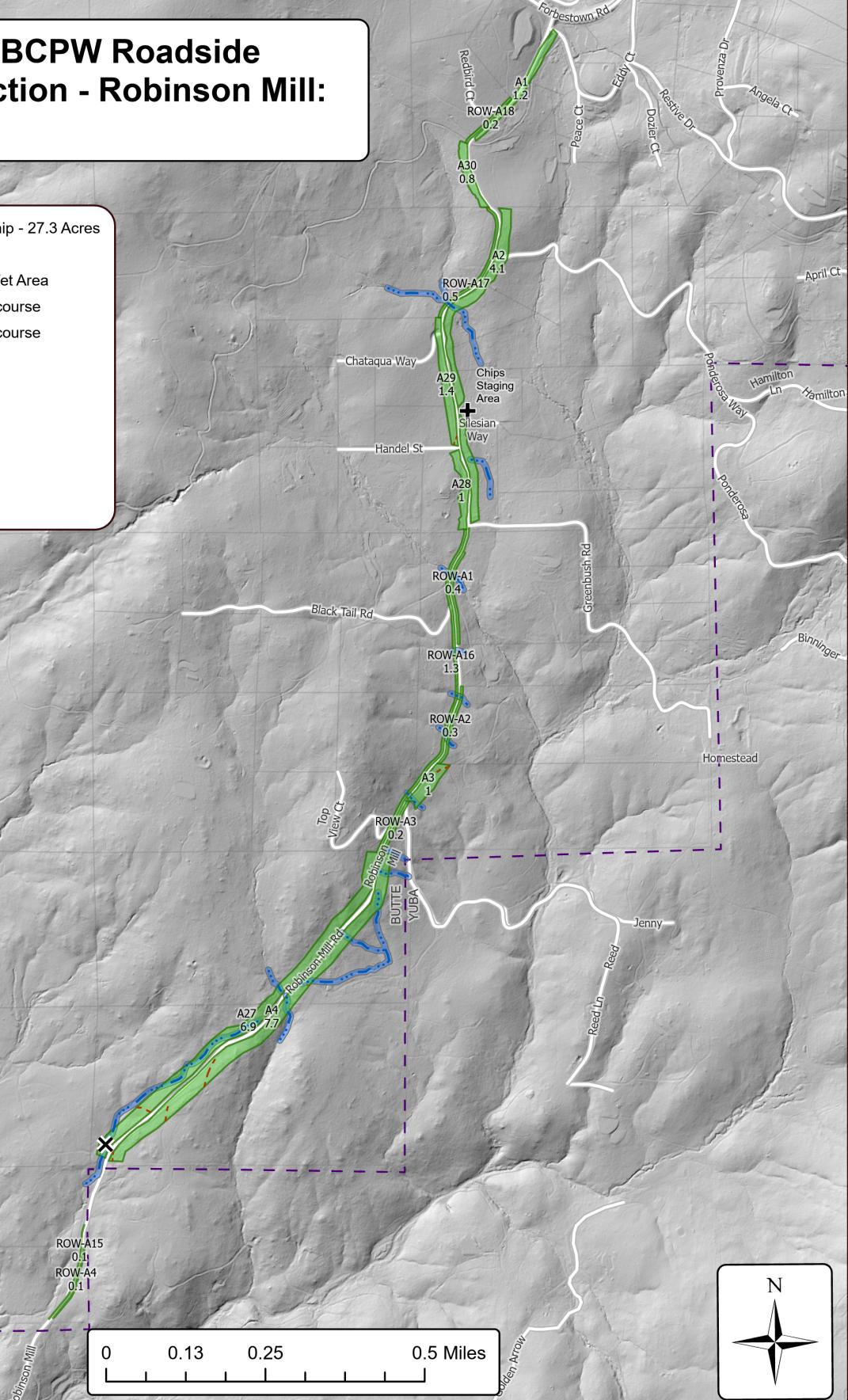


## SCON-2229 BCPW Roadside Fuels Reduction - Robinson Mill: Exhibit A

- Hand Cut & Chip - 27.3 Acres
- WLPZ Buffer
- Unclassified Wet Area
- Class 2 Watercourse
- Class 3 Watercourse
- Dirt Road
- Skid Trail
- X Crossing
- ◆ Gate
- + Landing
- Parcel



0 0.13 0.25 0.5 Miles



## **ATTACHMENT IV – Fire and Traffic Plan**

### **Scope:**

The Provisions set forth below outline the channels of responsibility for fire prevention and suppression for fires created by vegetation management by contractor project activities, whenever there is a potential for wildfire danger. The Contractor is responsible for prevention of wildfire ignition due to project work. **No contractor will work or is allowed to have employees work alone.**

### **Contractor:**

Contractors shall monitor and follow the Project Activity Levels (PAL) as directed by the project manager/monitor. (For USFS Projects, see added requirements to follow PALS) The Project Activity Levels are listed below, and color coordinated by a map provided by the National 7-Day Significant Fire Potential website at the following location: <https://fsapps.nwrg.gov/psp/npsg/forecast/#/outlooks?state=map&gaccId=4>

Additional Fire Weather Forecast including **EXTREME** or **RED FLAG** conditions should be monitored at both the Cal Fire Red Flag Warning and Fire Weather Watches and NOAA Fire Weather Forecast at the following locations:

<https://www.fire.ca.gov/>

<https://www.weather.gov/wrh/CAFW>

The contractor will evaluate the risk of the project work and create a fire safe workspace and take appropriate actions. Such action can range from an increase of onsite suppression capabilities to suspension of work.

### **Intent:**

This Fire Prevention Plan ensures Northern Region Fuel Reduction Crews are aware of, and comply with, the State of California's (State) fire prevention laws and additional fire preventive measures required by the Department. Some of the Departments' required fire preventive measures are stricter than the state fire prevention laws. Crews should recognize conditions that may allow a fire to start. Crews should take the appropriate precautionary measures to avoid a fire and be properly equipped and prepared to take appropriate action in the event of a fire.

### **Compliance with the Public Resources Code and Forest Practice Rules:**

The California Public Resources Code (PRC) and Forest Practice Rules (FPR) contain many provisions to reduce the risk of fire. Although your contractors and crews may not be "timber operators" as specified in the FPR or necessarily conducting "timber operations", the FPR does provide a sound basis for the best management practices when working in conditions that may ignite a fire. These rules are also a State standard for timber regulations. By reference they are both incorporated into this Plan, and this Plan requires strict adherence to the PRC and FPR.

**The BCFSC Project Manager/Monitor may cease all operations if he/she deems there to be a potential threat of fire based on predicted forecasts and/or detrimental changes to wildland fuel conditions within the project area.**

### **Fire Danger Rating and Color Code**

#### **Level A- Blue (low) and Level B- Green (moderate)**

##### ***Minimum Fire Fighting Equipment***

A sealed box of tools shall be located, within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain:

1. 1 backpack pump-type fire extinguisher filled with water.
2. 2 Axes
3. 2 McLeod fire tools.
4. Sufficient number of shovels so that each employee at the operation can be equipped to fight fire. Minimum of 2 (size "0" or larger with an overall length of 46").
5. 1 or more serviceable chainsaws of three and one-half or more horsepower with a cutting bar 20 inches in length or longer shall be immediately available within the operating area or located in the fire toolbox.
6. 10-lb. ABC portable fire extinguisher.

#### **I. Chipping, Resident Assistance and Fuel Reduction Projects Operations:**

1. Minimum firefighting equipment will be readily available, out of box if necessary.
2. Backpack pump-style water filled extinguisher or equivalent will be within 50-feet of operations.
3. Chipper operators and Resident's Assistance Projects (RAP) contractors, and all other Fuel Reduction Operations contractors must patrol the area before leaving the site.

#### **II. Burning Operations:**

1. A fire patrol person is required for ***burning operations*** from cessation of operations until 2 hours after operations cease or sunset, whichever occurs first on projects.
2. Minimum of a 50-gallon water tank with spray pump, or a foam fire suppression system equivalent to 50 gallons of water, and 200 feet of hose with nozzle not less than 1-inch in diameter shall be on or adjacent to project for burning operations.
3. For the water tank option, the pump must be capable of producing 40 psi water pressure.

#### **Level C: High (Yellow)**

##### ***Minimum Fire Fighting Equipment***

A sealed box of tools shall be located, within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain the items listed above in **Level B**:

1. Minimum of 250-gallon water tank with spray pump, or a foam fire suppression system equivalent to 250 gallons of water, and 200 feet of hose not less than 1-inch in diameter with nozzle shall be on or adjacent to project for burning operations.
2. For the water tank option, the pump must be capable of producing 40 psi water pressure.

#### **I. Chipping, Resident Assistance and Fuel Reduction Projects Operations:**

- i. Chipper operators and Resident's Assistance Projects (RAP) contractors, and all other Fuel Reduction Operations contractors must patrol the area before leaving the site.

#### **II. Burning Operations:**

1. Pile burning is not allowed during these fire danger levels.

## **Level D Very High (Brown)**

### ***Minimum Fire Fighting Equipment:***

A sealed box of tools shall be located, within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain the items listed above in **Level B**.

1. A minimum of 250-gallon water tank with spray pump, or a foam fire suppression system equivalent to 250 gallons of water, and 200 feet of hose not less than 1-inch in diameter with nozzle shall be on or adjacent to project for burning operations.
2. For the water tank option, the pump must be capable of producing 40 psi water pressure.

### ***Chipping, Resident Assistance and Fuel Reduction Projects Operations:***

1. All following activities must end at 1 pm.
  - Chainsaw operations
  - Mastication
  - Hot Saw operations
  - All tracked equipment operations
  - Rubber tired skidding
  - Chipping on roads or landings
  - Cable yarding
  - Road maintenance, reconstruction, and/or construction
2. A fire patrol person is required to walk all areas treated that day once per hour, for at least 2 hours after the cessation of operations. This includes chainsaw felling, metal track skidding, machines with chainsaw cutting heads and mastication equipment.

### ***Burning Operations:***

1. Pile burning is not allowed during this fire danger rating level.

## **Level E Extreme (Orange-Heat, Orange-Wind, Red Lightning)**

**RED FLAG:** ALL work is prohibited on RED FLAG days with the following **exceptions upon approval from the BCFSC Project Manager and RPF**.

1. Loading logs, slash, and existing chip piles with a loader in a designated landing is permissible on RED FLAG days as long as contractor designates an onsite supervisor capable of receiving notices, taking action, and directing a fire response.
2. Dragging and piling vegetation by hand is permissible on RED FLAG days as long as work area is accessible on dirt, gravel, or paved roads where vehicles will not be driving/parked over vegetation. Contractor is required to designate an onsite supervisor capable of receiving notices, take action, and directing a fire response.
3. Smoking on RED FLAG days is only permissible inside of a vehicle.

## **REQUIREMENTS: ALL OPERATIONS**

**Firefighting equipment shall be maintained and kept in a state of fire readiness. Tools shall be kept sharp.**

**Fire Patrol Duties:** Each crew will have a designated fire patrol officer. This individual will be responsible for patrolling the work area at the end of the day to ensure that nothing is smoldering or burning. For work that may cause spark ignition fires (chainsaws, chippers, etc.), this will be performed before leaving the site for the chipping and residents assistance. For all project work the contractor will evaluate all fire risks and take appropriate actions to prevent the occurrence of fire.

**Communications:** Contractor will have reliable communication (cell phone, satellite phone or radio) present on the job site. If cellular coverage is not available, the location of the nearest residents with a land line should be identified. Crew members will be instructed to call 911 if any fire occurs. Contractors may use radio communication in order to directly report emergencies; especially in remote areas where cellular services are not available.

## **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.**

**RED FLAG: All work is prohibited on RED FLAG days****Adjective Class Rating A, B, C, D, E -Fire Danger Rating and Color Code****Level A Low (L) (Blue)**

Fuels do not ignite readily from small firebrands although a more intense heat source, such as lightning, may start fires in duff or punky wood. Fires in open cured grasslands may burn freely a few hours after rain, but wood fires spread slowly by creeping or smoldering and burn in irregular fingers. There is little danger of spotting.

**Level B Moderate (M) (Green)**

Fires can start from most accidental causes, but with the exception of lightning fires in some areas, the number of starts is generally low. Fires in open cured grasslands will burn briskly and spread rapidly on windy days. Timber fires spread slowly to moderately fast. The average fire is of moderate intensity, although heavy concentrations of fuel, especially draped fuel, may burn hot. Short-distance spotting may occur but is not persistent. Fires are not likely to become serious and control is relatively easy.

**Level C High (H) (Yellow)**

All fine dead fuels ignite readily, and fires start easily from most causes. Unattended brush and campfires are likely to escape. Fires spread rapidly and short-distance spotting is common. High intensity burning may develop on slopes or in concentrations of fine fuels. Fires may become serious and their control difficult unless they are attacked successfully while small.

**Level D Very High (VH)(Brown)**

Fires start easily from all causes and, immediately after ignition, spread rapidly and increase quickly in intensity. Spot fires are a constant danger. Fires burning in light fuels may quickly develop high intensity characteristics such as long- distance spotting and fire whirlwinds when they burn into heavier fuels.

**Level E Extreme (E) (Orange-Heat, Orange-Wind, Red Lightning)**

Fires start quickly, spread furiously, and burn intensely. All fires are potentially serious. Development into high intensity burning will usually be faster and occur from smaller fires than in the very high-fire danger class. Direct attack is rarely possible and may be dangerous except immediately after ignition. Fires that develop headway in heavy slash or in conifer stands may be unmanageable while the extreme burning condition lasts. Under these conditions the only effective and safe control-action is on the flanks until the weather changes, or the fuel supply lessens.

## 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 1032 and 1159.

**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.

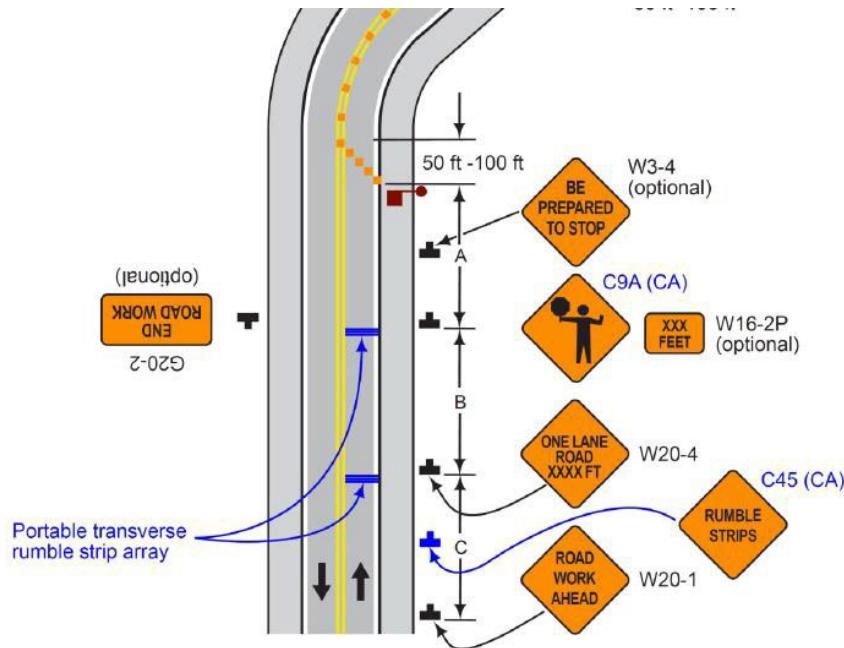
**Table 6C-1. Recommended Advance Warning Sign ~~Minimum~~ Spacing**

Road Type	Distance Between Signs**		
	A	B	C
Urban ( <del>low speed</del> - 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 ( <del>high speed</del> - 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**

**REGULATORY COMPLIANCE REQUIREMENTS**  
**(Clause to include in contract and bid document)**

All Contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety, and environmental protection, and any other codified criteria, including but not limited to the following, as relevant to this Contract:

**1. Remedies:**

Contractor Performance and the Breach Thereof

The Butte County Fire Safe Council (BCFSC) may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified of any default in a timely manner and shall be provided with 30 days to remedy the default. If at the end of the 30 days, if the remedy is not made or does not satisfy the default, the BCFSC shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the BCFSC may proceed with the work in any manner deemed proper by the BCFSC. The cost to the BCFSC shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be retained by the BCFSC.

Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the BCFSC Purchasing Agent may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the BCFSC by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the BCFSC, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the BCFSC will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the BCFSC the sum of one hundred dollars (\$100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the BCFSC may deduct the amount thereof from any money due or that may become due the Contractor under this Contract or any other Contract between the BCFSC and the Contractor.

**2. Equal Employment Opportunity. As provided under 41 CFR § 60-1.4(b)**

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, reprisal, or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, Large print, audiotape and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET

Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-9339.

To file a program discrimination complaint, a complainant should complete a Form

AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027> from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must include the complainant's name, address, and telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) of the nature and date of the alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250; or
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

#### Key Definitions

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved

in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

### **3. Davis-Bacon Act**

The Contractor and the BCFSC will comply with the Davis-Bacon Act as amended (40 U.S.C. 3141-3148). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages at least once a week.

### **4. Procurement of Recovered Materials**

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products> ."

## 5. Domestic Preferences for Procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 6. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loans or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also § 200.471.

## **7. Telecommunication Costs and Video Surveillance Costs**

- (a) Costs incurred for telecommunications and video surveillance services or equipment, such as phones, internet, video surveillance, and cloud servers, are allowable except for the following circumstances:
  - (b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to:
    - (1) Procure or obtain, extend or renew a contract to procure or obtain;
    - (2) Enter into a contract (or extend or renew a contract) to procure; or
    - (3) Obtain the equipment, services, or systems.

## **8. Scientific Integrity**

Recipients and subrecipients shall adhere to the principles of scientific integrity described in Departmental Regulation (DR) 1074-001.

## **9. Geospatial Data**

Recipients and subrecipients shall comply with USDA's Department-wide enterprise geospatial data management policy implemented in Departmental Regulation 3465-001, which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

## **10. Trafficking in Persons**

- 1) Provisions applicable to a Recipient that is a private entity.
- 2) You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
  - a) Engage in severe forms of trafficking in people during the period that the award is in effect;
  - b) Procure a commercial sex act during the period that the award is in effect; or
  - c) Use forced labor in the performance of the award or subawards under the award.
    - i) We, as the Federal awarding agency, may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
      - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - (2) Has an employee who is determined by the agency official authorized to terminate the

award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

- (a) Associated with performance under this award; or
- (b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".

Provision applicable to a Recipient other than a private entity.

3) We, as the Federal awarding agency, may unilaterally terminate this award, without penalty, if a Subrecipient that is a private entity:

- a) Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
  - i) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. 1 of this award term through conduct that is either:
    - (1) Associated with performance under this award; or
    - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)"

Provisions applicable to any recipient.

4) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a'. 1 of this award term.

- i) Our right to terminate unilaterally as described in paragraph a. 2 or b of this section:
  - (1) Implements section 106(9) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.

5) You must include the requirements of paragraph a. 1 of this award term in any subaward, you make to a private entity

## **11. Prohibition Against /using Funds with Entities that Require Certain Internal Confidentiality Agreements**

Contractor and subcontractor may not require their employees or contractors to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The prohibitions and restrictions of any internal confidentiality agreements inconsistent with this paragraph are no longer in effect.

## **12. Eligible Workers**

Contractor and subcontractor shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)).

### **13. Text Messaging while Driving**

Contractors and subcontractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned, leased, or rented vehicles, POVs, or GOVs, including when on official Government business or performing any work for or on behalf of the Government.

### **14. Contractor Employee Whistleblower Rights**

Contractor and subcontractors will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and FAR 3.900-3.905. The contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712 as described in FAR 3.900-3.905. The contractor shall insert the substance of this clause, including this paragraph, in all subcontracts.

### **15. Record Retention and Access to Records**

For the purpose of determining compliance with Gov. Code § 8546.7, the Contractor and subcontractor shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the contract, including, but not limited to, the costs of administering the contract. All parties, including the Contractor's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, USDA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor, Subcontractor, and the Contractor's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

### **16. Buy America Requirements**

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project. Steel and Iron Materials All steel and iron materials must be melted and manufactured in the United States except: 1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)]; 2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized. Furnish steel and iron materials to be incorporated into the work with certificates of

compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including the application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. Manufactured Products Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials), regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitutes 90 percent or more of the total weight of the manufactured product. Construction Materials Buy America requirements apply to the following construction materials that are or consist primarily of:

Non-ferrous metals 2. Plastic and polymer-based products such as: 2.1 Polyvinylchloride 2.2 Composite Building Materials 3. Glass 4. Fiber Optic Cable (including drop cable) 5. Optical Fiber 6. Lumber 7. Engineered Wood 8. Drywall. All manufacturing processes for these materials, as defined in 2 CFR 184.6, must occur in the United States. Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified. Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. The manufacturer's certificate of compliance must identify the location of manufacture and attest specifically to Buy America compliance. All manufacturing processes for these materials must occur in the United States. Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

## **17. Public Access to Scholarly Publications and Digital Scientific Research Data**

The recipient agrees to comply with USDA's Department-wide public access notice, as implemented in Departmental Regulation 1020-006, which establishes USDA policy on public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

SPECIAL PROVISIONS

**(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS, WHICH ARE A PART OF THIS PROPOSAL)**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed Subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, he has filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.07(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**SPECIAL PROVISIONS**

The Bidder shall list the name, address, and Contractors State License Board (CSLB) license number of each subcontractor to which the Bidder proposes to subcontract portions of the work, as required to be listed by the provisions in Section 2-1.10, "Subcontractor List," of the Standard Specifications and the Special Provisions.

**LIST OF SUBCONTRACTORS**

Business Name and Location	California Contractor License Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

**SPECIAL PROVISIONS**

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

**QUESTIONNAIRE**

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of the law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is Yes, explain the circumstances in the following space.

SPECIAL PROVISIONS

**NON-COLLUSION AFFIDAVIT**

(Title 23, United States Code Section 112 and Public Contract Code 7106)

**To the Butte County Fire Safe Council (BCFSC)**

In conformance with **Title 23, United States Code, Section 112 and Public Contract Code 7106**, the bidder declares that the bid is not made in the interest of or on behalf of, an undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded or conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid, depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with **Public Contract code Section 10232**, the Contractor, hereby states under penalty of perjury, that no more than one final appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The Equal Employment Opportunity Certification on page PF-4, the above statement, the Questionnaire on page PF-6 and the Non-Collusion Affidavit are part of the proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Equal Employment Opportunity Certification, this Statement, Questionnaire, and Non-Collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SPECIAL PROVISIONS

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any Public Works Contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**SPECIAL PROVISIONS**

**Non-Lobbying Certification for Federal Aid Contracts**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier Subcontracts, which exceed \$100,000.00 and that all such subrecipients shall certify and disclose accordingly.

**SPECIAL PROVISIONS****INSTRUCTIONS FOR COMPLETION OF SF-LLL,  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Sub awards include but are not limited to Subcontracts, sub grants and Contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the Contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90

## BUTTE COUNTY FIRE SAFE COUNCIL PERFORMANCE BOND

(To Accompany Contract)

Bond No. \_\_\_\_\_

WHEREAS, The Butte County Fire Safe Council (BCFSC), hereafter referred to as "Obligee", has awarded to Contractor \_\_\_\_\_ hereafter referred to as "Principal", a contract for the work described as follows:

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof:

NOW, THEREFORE, We the undersigned Principal and Surety are held and firmly bound unto the Obligee in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

### THE CONDITION OF THIS OBLIGATION IS SUCH

*If said Principal faithfully performs his contract, then this obligation shall be in full force and effect for one year after the Obligee records a Notice of Completion.*

No right of action shall accrue under this bond to or for the use of any person, other than the Obligee named herein.

Dated: \_\_\_\_\_

Correspondence or claims relating to this bond  
should be sent to the surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_

Principal

\_\_\_\_\_  
Surety

By

\_\_\_\_\_  
Attorney-in-fact

Note: Signatures of those executing for the surety must be properly acknowledged and a power of attorney attached.

### CERTIFICATE OF ACKNOWLEDGMENT

State of California  
County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me \_\_\_\_\_ personally appeared \_\_\_\_\_.

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_ and acknowledged to me that he (she) subscribed the name of the said company thereto as surety and his (her) own name as attorney-in-fact.

(seal)

\_\_\_\_\_  
Notary Public

## BUTTE COUNTY FIRE SAFE COUNCIL PAYMENT BOND

(Section 3247, Civil Code)

Bond No. \_\_\_\_\_

WHEREAS, The Butte County Fire Safe Council (BCFSC), hereafter referred to as "Obligee", has awarded to Contractor \_\_\_\_\_ hereafter referred to as "Principal", a contract for the work described as follows:

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, We the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for which payment we bind ourselves, jointly and severally.

### THE CONDITION OF THIS OBLIGATION IS SUCH

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond. *This bond shall be in full force and effect for one year after the Obligee records a Notice of Completion.*

Dated: \_\_\_\_\_

Correspondence or claims relating to this bond  
should be sent to the surety at the following

address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal

Surety

By

\_\_\_\_\_  
Attorney-in-fact

**Note: Signatures of those executing for the surety must be properly acknowledged.**

### CERTIFICATE OF ACKNOWLEDGMENT

State of California  
County of \_\_\_\_\_ SS

On this \_\_\_\_ day of \_\_\_\_ in the year 20\_\_\_\_ before me \_\_\_\_\_. personally  
appeared \_\_\_\_\_.  
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is  
subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_. and acknowledged to me that he (she)  
subscribed the name of the said company thereto as surety and his (her) own name as attorney-in-fact.

(seal)

\_\_\_\_\_  
Notary Public

AD-1048

OMB No. 0505-0027  
Expiration Date: 09/30/2025**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.