

**TULARE COUNTY**



**SEQUOIA NATIONAL FOREST WILDFIRE AND FOREST HAZARD MITIGATION  
PROJECT FOR**

**PHASE I HAZARD TREE REMOVAL**

County M216 (Redwood Drive)  
County M216 (Alder Drive)  
Forest Road 20S03 (Fox Farm Road)

**REQUEST FOR PROPOSAL (RFP) NO. 25-050**

**Issued: February 28, 2025**

**FUNDED BY:**

**FEDERAL AND STATE FUNDS**

**All materials submitted with this Proposal are subject to The Public Records Act  
(California Government Code sections 6250-6276.48)**

TULARE COUNTY  
REQUEST FOR PROPOSAL (RFP): NO. 25-050

**INVITES PROPOSALS TO CONTRACT FOR  
SEQUOIA NATIONAL FOREST WILDFIRE AND FOREST HAZARD MITIGATION PROJECT FOR  
PHASE I HAZARD TREE REMOVAL**

The County of Tulare (County) invites proposals to be submitted to the Purchasing Agent for a contract to supply **Hazard Tree Removal Services** for the **Tulare County Resource Management Agency**. Services are expected to begin July 1, 2025, and are estimated to be completed in two (2) full contract or agreement operating seasons. The implementation date is contingent upon the County's Notice to Proceed, which will align with the Limited Operation Period (LOP) designations for habitats in the area. At any time prior to completion of the services called for in this RFP, the County of Tulare reserves the right to terminate the Contract, with or without cause, by giving a thirty (30) day written notice of intent to terminate.

**VENDOR'S QUESTIONS:** Vendors may submit questions pertaining to this Request for Proposals to the Purchasing Division via submission to: **BidnetDirect.com**. All questions must be **submitted by March 10, 2025, by 5:00 pm PST** in order to be considered. A response to all questions will be prepared and posted on the Bidnet website for all Vendors to clarify substantive items raised. No changes and/or additions will be made to this RFP within five (5) business days of its closing date and time.

**FIELD TOUR/WALK-THROUGH:** On **November 11, 2024**, a non-mandatory pre-solicitation field tour was held to address questions regarding this Request for Proposals. The event took place at the intersection of Highway 190 and M216 (Redwood Drive), just past Camp Nelson, CA. The pre-solicitation field tour was conducted in an open clearing along M216 (Redwood Drive) at the following coordinates: Latitude 36.152137, Longitude -118.604352. Post-solicitation field tour information, project details, maps, photos, and additional materials have been prepared and can be accessed at: <https://tularecounty.ca.gov/foresthealth/forest-health-programs/project-pipeline-development/phase-i-forest-hazard-mitigation-project/>.

Prior to submitting a proposal, Vendors are strongly encouraged to perform an independent site visit to the units to be treated to view the project setting and to understand the site conditions and other factors potentially relevant to this RFP.

**AWARD OF PROPOSAL:** Proposals will be received by Tulare County Purchasing Agent via electronic submission to **BidnetDirect.com** until **5:00pm PST on March 31, 2025**. An award for this Request for Proposal will be made on a Best Value basis. A combination of Cost, Experience, Performance History, and Schedule will be used to determine which proposal presents the best value to the County.

**NOTE: This is not a bid request and therefore is not governed by bid procedure formalities.**

**THE FOLLOWING SIGNATURE PAGE MUST BE COMPLETED AND SIGNED BY THE  
VENDOR AND SUBMITTED WITH THE VENDOR'S PROPOSAL**

**RETURN PROPOSAL WITH THIS FORM.**

**Signature Page**

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**VENDOR TO COMPLETE THIS PAGE**

**PARTICIPATION**

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing proposals. Please state if your proposal will or will not be extended to these entities under the same terms and conditions as stated in this proposal.

Select YES or NO.

YES	_____	NO	_____
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Undersigned agrees to furnish the commodities and/or services as stipulated in this REQUEST FOR PROPOSAL at the prices/fees, terms, and conditions stated.

Company:

Address:

County:

City:

:

State:

Zip:

Phone No:

Signed By: \_\_\_\_\_

Title:

Date:

Email Address:

**Note: This signature page must be turned in with your Proposal**

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**Section I - Timeline**

*(Dates and Times Subject to Change)*

Awarding Agency: County of Tulare

Date of Issuance: **February 28, 2025**

Vendor Questions Due: **March 10, 2025, by 5:00 pm PST**  
Tulare County Purchasing Division  
[Submit to BidnetDirect.com](https://bidnetdirect.com)

Field Tour/Walk-Through Information

On **November 11, 2024**, a nonmandatory pre-solicitation field tour was held to address questions regarding this Request for Proposal. Post-solicitation field tour information, project details, maps, photos, and additional materials have been prepared and can be accessed at: <https://tularecounty.ca.gov/foresthealth/forest-health-programs/project-pipeline-development/phase-i-forest-hazard-mitigation-project/>.

Prior to submitting a proposal, Vendors are strongly encouraged to perform an independent site visit to the units to be treated to view the project setting and understand the site conditions and other factors potentially relevant to this RFP.

Deadline for Submitting Proposals: **March 31, 2025 at 5:00 pm PST**  
Tulare County Purchasing Division  
[Submit to BidnetDirect.com](https://bidnetdirect.com)

**\*NO PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED**

Number of Copies: One signed electronic submission

Interviews: (only if necessary) Tentative Week of **April 7, 2025**

Notice of Intent to Award Contract Tentative **April 14, 2025**

Vendor Begins Providing Services: Tentative **July 1, 2025**

## **Section II - Contract Proposal**

### **GENERAL CONDITIONS**

#### **1. PREPARATION OF PROPOSALS**

- A. All information requested of the Vendor shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your proposal.
- B. Any Attachments and/or Exhibits are herewith made a part of this Request for Proposal.
- C. All information shall be typewritten or clearly printed. Mistakes may be crossed out and corrections inserted before submission of your Proposal. Corrections must be initialed in ink by the person signing the Proposal. Proposals may be completed manually and scanned for submission. Proposals are submitted electronically.
- D. Proposals will not be accepted unless signed (not typed) or electronically signed in the appropriate space(s) by an authorized officer or employee of the Vendor.
- E. To be considered, proposals must be submitted and received by the Purchasing Division through submission to [BidnetDirect.com](http://BidnetDirect.com) on or before the Deadline for Submitting Proposals listed on page 6 of this RFP.
- F. BidnetDirect.com will not allow proposals to be entered after the deadline. The County is not responsible for late submissions due to delays in the electronic delivery/submission.
- G. Each Proposal and related fee schedule shall remain valid subject to acceptance for ninety (90) days after proposal closing date.
- H. Fees proposed are considered accurate and cannot be withdrawn or adjusted after the Proposal is received.
- I. Upon submission of proposal documents, all such documents shall become the property of the County.
- J. Submissions may provide additional information not specifically requested that may be considered by the Purchasing Agent. (Purchasing Agent is not obligated to consider any information not specifically requested in this proposal request.)
- K. Tulare County Purchasing Agent reserves the right to:
  - 1. Reject any or all submissions,
  - 2. Request clarification of any submitted information,
  - 3. Waive any informalities or irregularities in any qualification statement,
  - 4. Not enter into any contract,
  - 5. Not to select any firm,
  - 6. Cancel this process at any time,
  - 7. Amend this process at any time,
  - 8. Interview firms prior to award,
  - 9. Enter into negotiations with one or more firms,
  - 10. Award more than one contract if it is in the best interest of the County,
  - 11. Issue similar RFPs or RFQs in the future, or
  - 12. Request additional information.

2. TAXES

- A. Tulare County is exempt from payment of Federal Excise Tax. No Federal Tax should be included in the price. Exemption Certificates will be furnished when applicable and upon request.
- B. Unless otherwise specified, the unit price stated herein does not include California State Sales Tax.

3. LITERATURE

Vendors may submit literature which fully describes items on which they are proposing, no later than the closing date of this Proposal.

4. PROPOSAL EVALUATION AND AWARD PROCESS

Complete Submissions shall consist of the Proposal, Vendor qualifications/experience, previous experience, references, and other required documentation as set out in this proposal. The County shall evaluate Proposals and make the Award to the Proposal which is determined to be in the best interest of the County. Such evaluation shall be on a best value basis. Please see Section V, Selection Criteria, for detailed scoring information. The County shall be the sole judge in making this determination.

5. INDEPENDENT CONTRACTOR STATUS

This Contract is entered into by both parties with the express understanding that Vendor will perform all services required under this Contract as an Independent Contractor. See sample contract for complete Independent Contractor Status provision.

6. RIGHT TO AUDIT

The County of Tulare reserves the right to verify, by examination of the successful Vendor's records, all invoiced amounts when firm prices are not set forth in the agreement resulting from this Proposal.

7. LIABILITIES

The successful Vendor will be required to indemnify and hold harmless the County as set out in the indemnification provisions of the contract. See sample agreement attached to this proposal.

8. DEFAULT BY SUCCESSFUL VENDOR

- A. Rights and remedies of County for default: In case of default by successful Vendor, the County may procure service(s) from another source and may recover any penalties, fees, or any other cost in the event of Vendor's default occasioned thereby from any unpaid balance due the successful Vendor by proceeding against the successful Vendor's performance bond, if any, or by suit against the successful Vendor. The prices paid by the County shall be considered the prevailing market price(s) at the time such purchase(s) is made.

9. FEES

During the period under any agreement resulting from this Proposal, fees shall remain firm for the term of Contract unless stated by Contractor. At no time shall the fees charged to the County exceed the contracted fee schedule.

#### 10. RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE COUNTY

If any government entity, other than the County and its departments, is listed in this Request for Proposal or who have subsequently signified their intention to participate in the Tulare County agreement resulting from this proposal, their participation will not impose any responsibility for payment of claims or any responsibility whatsoever on the Tulare County Board of Supervisors or the County Purchasing Agent.

Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

#### 11. DEBARMENT

Contractor must sign and submit the attached federal debarment certification. See Exhibit A, attached with instructions and signature page.

#### 12. INFORMATION ON RESULTS

Information regarding the results of any proposal may be obtained from the Tulare County Purchasing Division, 2637 W. Burrel Avenue, Suite 200, Visalia, CA 93291 for a period of one hundred eighty (180) days from the opening date of the Proposal. Proposal scoring tabulations will be available for review and request following notification of the successful Vendor and can be obtained from the Purchasing Division via [TCBids@tularecounty.ca.gov](mailto:TCBids@tularecounty.ca.gov). Please reference the Proposal Number in your request.

#### 13. AGREEMENT FOR SERVICES

The terms contained in the awarded Agreement for Services supersede the General Conditions of this proposal to the extent of any inconsistency between them.

#### 14. HEADINGS:

Headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

#### 15. INSURANCE

The successful Vendor awarded the Contract must provide insurance evidence as stated in **EXHIBIT B**. Insurance requirements are nonnegotiable.



## **Section III - Scope of Work**

### **1. BACKGROUND INFORMATION**

This project represents a partnership between Tulare County and the Sequoia National Forest (SNF) documented through a Master Stewardship Agreement (MSA), County Agreement No. 30630, aimed at augmenting forest restoration and tree hazard reduction work. Both parties share an interest in improving the condition and function of the landscape impacted by a series of catastrophic wildfires and subsequent adverse natural disasters. This project will be implemented under a Supplemental Project Agreement (SPA), County Agreement No. 31235, pursuant to the MSA.

The Castle Fire, which was sparked by lightning on August 19, 2020, burned around 174,000 acres in total. Of this, approximately 128,900 acres were managed by the Sequoia National Forest (SNF), with roughly 79,420 acres burning outside of designated wilderness areas. The fire displayed extreme behavior and caused high severity burns across many regions of the Western Divide Ranger District. As a result, numerous fire-killed and fire-weakened trees remain standing throughout the affected area. Deteriorating landscape conditions have led to year-over-year degradation of standing tree stands, making them non-merchantable and increasingly prone to failure and frequent falls across roads.

The project lies entirely within the Castle Fire perimeter in the Giant Sequoia National Monument, Western Divide Ranger District – Sequoia National Forest (SNF) along three roads: M216 (Redwood Drive), 20S03 (Fox Farm Road), and M216 (Alder Drive). These roads provide ingress/egress to private property and residences in the community of Sequoia Crest and are all potential emergency evacuation routes. This project was created in response to the hazardous conditions created by the 2020 Castle Fire and will abate the hazard to approximately 10.27 miles of Tulare County/Forest Service roadways.

The felling and removal of hazard trees will be in congruence with the Forest Service Region 5 Hazard Tree Guidelines for Forest Service Facilities and Roads in the Pacific Southwest Region and the 2020 addendum titled Streamlined Approach to Hazard Tree Abatement After Catastrophic Events. Trees to be removed are Designated by Damage Class (DxD). All trees having zero green needles or leaves, located within one and one-half times the tree's height from the road (measured horizontally), are slated for removal. Any HT with green needles must have FS approved blue/green tracer paint above and below the stump before cutting.

The project is funded by the USDA Forest Service and the Sierra Nevada Conservancy, with certain funding requiring designation of forest material criterion to a predetermined wood byproduct facility.

### **2. PROGRAM OBJECTIVES**

The County of Tulare is soliciting proposals for the Sequoia National Forest Wildfire and Forest Hazard Mitigation for Phase I Hazard Tree Removal. The objectives of the hazard tree removal project are to address the risks posed by standing dead trees (snags) located within one and one-half times the tree's length from the edge of the road in the project area, and to remove or treat (terrain dependent) the fallen material once abated. The primary aim is to ensure the safety of emergency evacuation routes and to minimize imminent risks to public safety, emergency response personnel, Forest Service employees, partners, and contractors from falling trees.

**Please read this entire RFP package and include all requested information and forms in your Proposal.** Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive. Essential information that will assist you in preparing your Proposal

is included in the attached exhibits of this RFP and detailed in Section IV - Instructions for Preparing Written Proposal.

**3. KEY COMPONENTS OF PHASE I HAZARD TREE REMOVAL SERVICES**

These specifications, terms, and conditions are intended to describe the services the County of Tulare is seeking. The County intends to award a contract to the Respondent(s) whose technical proposal, past performance, availability, and cost rate combine to present the best value. The agreement is expected to be implemented and completed in two (2) full contract or agreement operating seasons. The term of the contract shall begin on the date of contract execution and shall terminate on **November 30, 2026**.

Note: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings. See Exhibit E- Sample Agreement for corresponding conditions and requirements for Supplemental Best Practices, Road Maintenance, and Fire Plan.

**A. Project Specifications**

Tulare County Hazard Tree Removal Project	Approximately 555 acres	Sequoia National Forest Western Divide Ranger District. Tulare County, California Redwood Drive, Alder Drive, Fox Farm Road
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**Project Schedule**

Unless otherwise agreed in writing, CONTRACTOR operations shall be performed in accordance with the following schedule **\*Note: 100% of project acres must be completed by November 30, 2026.** The following table provides an estimated project timeline. Dates are subject to change and will be updated as necessary. Implementation is expected by July 1, 2025. This date is contingent upon the County’s Notice to Proceed, which will align with the Limited Operation Period (LOP) designations for habitats in the area.

Project Milestone	Date/Time	
Request for Proposal is Posted	February 28, 2025	
Deadline for CONTRACTOR Questions	March 10, 2025	5:00pm PST
Questions Answered and Posted	March 17, 2025	5:00pm PST
Proposals Due	March 31, 2025	5:00pm PST
Notice of Intent to Award Contract	April 14, 2025	
Deadline for Appeals	April 18, 2025	3:00pm PST
Contract Execution	By June 30, 2025	
50% of Project Work Must be Completed	By November 28, 2025	
All Project Work Must be Completed	By November 30, 2026	

### **Pre-Operation Meeting**

After contract execution and before the commencement of work, the CONTRACTOR's authorized representatives shall attend an on-site meeting with Tulare County's Registered Professional Foresters, County staff, and Forest Service representatives. Discussion topics will include the CONTRACTOR's plans for the timely implementation of the work herein and how all protective measures and work constraints will be met in the process of completing this project successfully, as prescribed.

### **Invoicing**

1. Payment shall be made within 45 days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. Invoices, if applicable, shall be submitted monthly during project operations.
3. County will notify Vendor of any invoice adjustments required.
4. Invoices shall contain, at a minimum, County contract number, task, invoice number, remit to address, account balances, and itemized services description.
5. The County will pay General Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the Agreement signed by both parties.

### **Volume Estimate and Utilization Standards**

Material from this project was burned in the 2020 Castle Fire (SQF Complex) and is no longer structurally sound. All material to be removed from this project shall be considered cull volume unless recent mortality is recognized or green trees must be cut, and an agreement is made between the CONTRACTOR and the County of Tulare in coordination with the Forest Service to remove such timber. At the time the project was designed, no hazard trees meeting sawlog defect specifications were observed.

The estimated number of tons was derived from Forest Service data that was narrowed down to only account for inventory plots taken within the project boundary. The resultant cruise data had a sampling error of 46.73% and a 95% confidence interval. The cruise data output returned cubic foot volume for diameter class 6-inches and higher. Project foresters then calculated the volume for removal by subtracting volumes representing diameter classes below 14-inches. Foresters then converted these volume figures to tons based on moisture content and weight figures (tons/ft<sup>3</sup>) by species from engineeringtoolbox.com (figures cross-referenced from other sources as well). These estimates represent weights to be removed from FS lands but do not include material below 14-inches DBH which will still need to be treated under the Slash Treatment specifications later in this section. Please note that all weight/volume, acreage, and slope figures herein are estimates and are not guarantees of exact quantities, areas, or terrain composition. All respondents must carefully compare this document with what they see on the ground to come up with their best proposal.

**The Sequoia National Forest is requiring that material removed from this project be paid for at the base rate of \$0.10 per ton, as measured at approved weight scales. The contractor is to pay for the material and must incorporate this into their proposal.**

**Weight Estimate and Utilization Standards**

TULARE COUNTY HAZARD TREE REMOVAL PROJECT								
Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				All Dead Trees Within 1.5 Tree Length from Project Roads Shall be Cut		Minimum Piece Required to be Removed (All Material)		
				Diameter Breast Height (inches)	Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark Small End (inches)	% Net of Gross
Combined Softwood Combined Hardwood	Cull Logs	7,949	Ton	N/A	N/A	10	14	100%

**Stump Heights**

Species	Product	Maximum Stump Height (inches)	Minimum Stump Height (inches)
All	All Cut Trees	1/3 Stump Diameter & NTE 12 inches	N/A

**Designated Timber.** Timber designated for cutting shall be confined to all hazard trees within one and one-half times the tree's height, slope distance from the road. No undesignated timber shall be cut without prior notification to and approval of the Forest Service. Prescriptions/timber designations are included later in this subsection.

Hazard Trees (designated by description)	Tons	Acres
<b>Tulare Hazard Tree Removal Project</b> (All acreages are approximated)		
• Unit 1 – 85 acres	1,468.8	460
• Unit 2 – 8 acres (Hand Treatment Only-No Removal)	138.2	
• Unit 3 – 44 acres	760.3	
• Unit 4 – 31 acres	535.7	
• Unit 5 – 100 acres	1,728.0	
• Unit 6 – 55 acres	950.4	
• Unit 7 – 137 acres	2,367.4	

**Cutting Unit Boundary Designation**

Cutting Unit	Paint Color	Designation
Entire Sale Area	N/A	Cutting unit boundaries will be variable based on hazard tree removal needs and will not exceed 1.5 times a given hazard tree's length, measured in slope distance, from project roads. The project map (Exhibit I) and acreage estimate are based on a 200-foot buffer from each side of project roads. This boundary is an estimate and project work shall be confined to 1.5 times tree length on the uphill side, and 1.25 times tree length on the downhill side of the road for any given hazard tree.

**Tree Designation & Prescription**

Unit/Subdivision/ Area/Payment Unit	Tree Paint Color	Designation by Damage Class (DxD)
Entire Sale Area	N/A	<u>Hazard Tree</u> . All dead trees with no green needles or leaves which are up to 1.5 or 1.25 times their height on the uphill and downhill side of a road, respectively, are leaning toward a road or are otherwise hazardous to a road, and are sufficiently tall to reach CONTRACTOR's landings, skid trails, or the roadbed of National Forest System and Tulare County roads within Contract Area, shall be felled by CONTRACTOR.
Entire Sale Area	N/A	Cutting Units will be designated by virtual boundaries and provided on a geo-referenced PDF map for use in Avenza PDF Maps. Alternatively, shapefiles or KMZ files can be provided upon request. Note that actual unit widths shall be determined on the ground based on the specifications mentioned above.
Entire Sale Area	N/A	Retain the 4 largest down logs per acre, where not a fuels or public safety hazard.
Entire Sale Area	Blue or Green	Any hazard tree with green needles, and any tree greater than 200' from a road that needs to be cut will be inspected by project foresters and/or Forest Service staff and will be painted above and below the stump with Forest Service approved tracer paint in either blue or green.

**Item 1 - Directional Felling**

Cutting Unit	Directional Felling
All	Tree felling will be implemented such that trees are directed to fall in a safe direction with respect to human and wildlife presence, forest improvements, and CONTRACTOR equipment. Felling shall also be done to enable a skidding pattern which is safe, efficient, and reduces damage to resources (residual trees, streams erosion, etc.). Trees shall be felled away from all protected resources, such as streams and mapped and/or flagged avoidance areas.

Treatment of Stumps	A Forest Service Approved Borax product must be evenly applied to any green conifer stump which is 3” or greater in diameter outside bark. CONTRACTOR is responsible for monthly reporting to the county and for employee training that meets all state and federal requirements.
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**Item 2 - Skidding And Yarding**

Cutting Unit	Skidding Method
All	Whole Tree Yarding
All	To prevent damage to soil and hydrologic resources: a) In areas with slopes greater than 35 percent, trees will be felled by hand and end-lined to a roadside landing wherever possible. The maximum required end-lining distance will be 150’ slope distance. b) Skid trail crossings along stream corridors will be kept to a minimum and will be designated by a project forester. For crossings of wet stream crossings, project foresters will consult with a Forest Service soil specialist or hydrologist for approval.

**Bucking and Limbing**

Treatment Method	Bucking and Limbing Specifications
Whole-Tree Yarding	Whole trees shall be yarded/skidded to the landing. Bucking and limbing will occur in the landing. Slash from tree processing shall be machine piled for subsequent burning or chipped and removed. Note: Include landing slash treatment cost in item 2. Slash treatment in units will be part of Item 3, described below.

**Item 3 - Slash Treatment**

All material left in units resulting from tree removal operations, which measure 3-inches in diameter and 3-feet in length, or greater, shall be treated according to the following specifications:

- Slash material on slopes up to 35% and where safe to do so, shall be machine piled.
- In areas which are unsafe for machinery and on slopes greater than 35% and up to 60% hand piles shall be created.
- On slopes greater than 60%, lop all residual material to a height no higher than 18-inches from the ground and scatter to avoid concentrations of material.
- Material shall be scattered such that no concentration exists within 1-foot from residual tree boles.
- Unit 2 is hand-treatment only.

\*Contractors may masticate residual material in lieu of piling on slopes up to 35%. Chipping and broadcasting of residual material may occur when that material originated within 50 feet of the road edge. Chip depth shall not exceed four inches on average.

\*All material greater than 14" diameter is to be removed from the project area and is not considered slash under Item 3 - Slash Treatment.

### **Piling Specifications**

All piles shall be built as cylindrically as is safe and practical. A cylindrical shape ensures a maximum level of material consumption during prescribed burning operations and helps to reduce the presence of unburnt logs surrounding a more thoroughly consumed center. All piles shall be constructed at least 15 feet outside the dripline of residual trees.

### **Mechanical Piles**

All mechanical piles shall be built to at least 10-feet in diameter and 10-feet high and are not to exceed 15-feet by 15-feet.

- A four-foot-wide fire line shall be installed around all mechanical piles and will be dug to mineral soil.
- All piles on slopes 25% or greater shall have the downhill side trenched to a depth of no less than eight inches.
- No branches are to extend from piles beyond a projected cylinder as wide as the base of the pile.
- All slash generated in landings shall be piled or chipped and removed. Landing piles may be larger than 15'x15' on a case-by-case basis and must be agreed upon between the CONTRACTOR and Project Forester.
- Landing piles must be at least 30 feet from project roads to allow safe passage of vehicles during burning operations.

### **Hand Piles**

- The minimum size for hand piles is five feet in diameter and five feet high.
- A 36-inch fire line shall be installed around each hand pile and shall be dug to mineral soil.
- All piles on slopes 25% or greater shall have the downhill side trenched to a depth of no less than eight inches
- No branches are to extend beyond a projected cylinder as wide as the base of the pile.

### **Cover Piles**

All piles shall be covered with waxed paper (paper preferred over plastic) or plastic sheeting that is four feet wide and at least half the pile's diameter in length. Covers shall be placed in a manner which facilitates hand crews' ability to ignite piles during burn season. i.e. do not place covers so high that fire personnel would need to raise their torch overhead. Covers shall be spread to their full width/length and anchored in place with residual material. Do not bunch or crinkle pile covering which results in a smaller ignition point.

### **Fell Damaged Residual**

CONTRACTOR shall fell all trees over five feet in height that are damaged beyond recovery by CONTRACTOR operations. Such trees shall be treated to the specifications above.

### **Closure of Landings and Skid Trails**

Unless otherwise agreed in writing, temporary roads, skid trails, and landings associated with the units listed in the following table shall be closed using the method described.

Cutting Unit(s)	Type of Facility	Closure Method
All	Landings	Block entrance, install proper drainage, scatter residual material.
All	Skid trails and Temporary Roads	Block entrance properly to prevent motorized access, install proper drainage, and scatter residual material.

**Control of Operations**

Under this agreement, “CONTRACTOR operations” shall include activities of or use of equipment by the CONTRACTOR, the CONTRACTOR’s employees, agents, sub-CONTRACTORS or their employees or agents, acting in the course of their employment in operations hereunder on National Forest lands or within Forest Service protection boundary.

CONTRACTOR operations shall be conducted in a workmanlike and orderly manner. The timing of any required County or Forest Service designation of work on the ground and the performance of other Forest Service work shall not be such as to cause unnecessary delay to CONTRACTOR.

- The protection of leaf trees shall be of high priority. No more than four (4) damaged trees per acre will be permitted. If more than four (4) damaged trees per acre exist, a cost of \$50.00 per tree will be charged. If, in the opinion of the Contracting Officer, damage is excessive, the CONTRACTOR shall be required to alter their operations to prevent such damage. Continued damage to residual trees shall be cause for default, suspension of work or termination of the contract.
- Any existing improvements disturbed in any way by the CONTRACTOR shall be restored. Improvements include survey monuments, gates, cattle guards, infrastructure, water bars, and other drainage structures. If necessary, additional water bars shall be constructed in new access locations made as a result of this contract.
- It is the CONTRACTOR's responsibility to ensure that no underground [and/or overhead] utilities are damaged. CONTRACTOR shall utilize location services (USA North 811 or other relevant location service) to determine presence of any underground utilities in the work area.
- Cultural sites will be flagged for avoidance with blue and red flagging; Hazard trees shall be directionally felled to minimize impact to sites. If trees can be reached from outside the site, and fully suspended for removal, removal may occur. If full suspension is not possible, these hazard trees will be bucked and limbed to lay safely on the ground and will be left in place.
- There shall be no disturbance, whatsoever, to any section corners, bearing trees, meadows, streamside management zones and riparian conservation areas.
- Protect live trees of all species, particularly those over 10-inch DBH, from damage, by avoiding scrapes or equipment created fuel accumulations next to them.
- Riparian areas with riparian habitat (streamside management zones) are excluded from heavy equipment treatment. Habitat for aquatic species is to be protected from any project-derived sedimentation.
- As indicated on the Project Area Map, Limiting Operating Periods (LOPs) will prevent operations and exclude all heavy machinery within that area during the time periods listed below:



California Spotted Owl (SPOW) - March 1<sup>st</sup> to August 15<sup>th</sup>  
Pacific fisher - March 1<sup>st</sup> to June 30<sup>th</sup>

**Note:** Much of the project area is considered Northern Goshawk habitat. Currently there are no known nest sites and no LOP for Goshawk. If a nest is observed, a Forest Service approved biologist will conduct the necessary surveys to determine if and where an LOP will be required. If such LOP is implemented, work will be restricted during the period from February 15<sup>th</sup> to September 15<sup>th</sup>.

- CONTRACTOR is responsible for any permits required by any relevant state, federal, and local laws, including but not limited to oversize load permits, encroachment permits, etc.
- CONTRACTOR agrees to follow all state, federal, and local laws while implementing work under this contract.
- CONTRACTOR shall notify project foresters of the start and stop date of work on each project unit.

### **Safety and Sanitation**

CONTRACTOR's operations shall facilitate the Forest Service's safe and practical inspection of CONTRACTOR's operations and conduct of other official duties on the Stewardship Project Area. CONTRACTOR has complete responsibility for compliance with safety requirements for CONTRACTOR's employees. When operations are in progress adjacent to or on Forest Service and County-controlled roads and trails open to public travel, CONTRACTOR shall furnish, install, and maintain temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with operations occurring in the area.

The parties shall agree to a specific traffic control plan prior to commencement of work. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. CONTRACTOR agrees to follow the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) throughout the duration of operations. The current MUTCD can be found at [MUTCD 11th Edition - FHWA MUTCD \(dot.gov\)](https://www.fhwa.dot.gov/mutcd/11thedition/).

### **Safety (Timber Hauling)**

CONTRACTOR shall secure all products transported by truck with at least two chain or cable wrappers over the load, such wrappers being securely fastened to effectively contain every bolt or log in at least two places. The haul for this project will have log trucks leaving Redwood Drive and heading east on Highway 190 towards the desired end-use facility. Highway 190 is narrow, windy road with a consistent downhill grade. Log truck drivers are required to maintain safe driving behavior at all times. Drivers shall follow ALL traffic laws and shall drive slowly down Highway 190 to prevent accidents with other motorists, pedestrians, and cyclists.

### **Accident and Injury Notification**

- CONTRACTOR shall notify Tulare County of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over \$400 in value that occurs as a result of or is associated with the CONTRACTOR's Operations.
- CONTRACTOR shall notify Tulare County within 8 hours of any personal injury accident. For vandalism and personal property accidents, CONTRACTOR shall notify Forest Service at the same time notification is given to the state and local law enforcement authorities.
- CONTRACTOR shall take all reasonable measures after an accident or vandalism event to preserve the scene of the incident and provide information to facilitate an investigation.

### **Sanitation and Servicing**

CONTRACTOR shall take all reasonable precautions to prevent pollution of air, soil, and water by CONTRACTOR's operations. Precautions shall be taken if facilities for employees are established on the Project Area, they shall be operated in a sanitary manner. The parties shall agree to the cleanup and restoration of a polluted site. CONTRACTOR shall maintain all equipment operating on Hazard Tree Removal Project Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. CONTRACTOR shall not service tractors, trucks, or other equipment on National Forest lands and/or County Rights-of-Way where servicing is likely to result in pollution to soil or water. CONTRACTOR shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. CONTRACTOR shall remove from ALL contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.

### **Prevention of Oil Spills**

If CONTRACTOR maintain(s) storage facilities for oil or oil products on the Project Area, CONTRACTOR shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States. If the total oil or oil products storage exceeds 1,320 gallons in containers of 55 gallons or greater, CONTRACTOR shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. CONTRACTOR shall notify the Forest Service and appropriate agencies of all reportable (40 CFR 110) spills of oil or oil products on or in the vicinity of the Stewardship Project Area that are caused by CONTRACTOR's employees, agents, subcontractors or their employees or agents, directly or indirectly, as a result of CONTRACTOR. CONTRACTOR will take whatever initial action may be safely accomplished to contain all spills.

### **Hazardous Substances**

CONTRACTOR shall notify the National Response Center, Tulare County, and Forest Service principal contact of all releases of reportable quantities of hazardous substances on or in the vicinity of the Stewardship Project Area that are caused by CONTRACTOR's employees, agents, Sub-CONTRACTORS, or their employees or agents, directly or indirectly, as a result of CONTRACTOR's operations, in accordance with 40 CFR 302.

### **Washing Equipment**

In order to prevent the spread of noxious weeds into the Project Area, CONTRACTOR shall be required to clean all off-road logging and construction equipment **prior** to entry on to Forest Service lands. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by the Project Forester or USFS will be allowed to operate within the Project Area. All subsequent move-ins of equipment to the Project Area shall be treated in the same manner as the initial move in. "Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

CONTRACTOR shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.

As agreed upon, CONTRACTOR shall inspect equipment at cleaning location and provide documentation of inspection to the Project Forester.

New infestations of noxious weeds, of concern to Forest Service and identified by either CONTRACTOR or Forest Service, or Project Forester on the Project Area or on the haul route, shall be promptly reported to the other party. CONTRACTOR and Project Forester shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to the Forest Service is available at each Forest Service office.

### **Protection of Stream Courses**

CONTRACTOR Operations shall be conducted to prevent debris from entering stream courses, except by agreement. In the event CONTRACTOR cause(s) debris to enter stream courses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, CONTRACTOR shall remove such debris as soon as practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to stream courses. **Material within stream course buffers must be removed unless otherwise agreed. No ground-based equipment is allowed within the stream course buffers. Material can be lifted out while fully suspended or dragged out. Any resulting furrows must be reshaped and covered with slash.**

- a) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross stream courses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to stream courses. Trees or products shall not be otherwise hauled or yarded across stream courses unless fully suspended.
- b) Wheeled or track-laying equipment shall not be operated in stream courses, except at crossings agreed to by CONTRACTOR and the Forest Service or as essential to construction or removal of culverts and bridges.
- c) Flow in stream courses may be temporarily diverted only if such diversion is necessary for planned construction and Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

### **Erosion Prevention and Control**

CONTRACTOR's operations shall be conducted as such to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. CONTRACTOR shall adjust the kinds and intensity of erosion control work done, to ground conditions and weather conditions and the need for controlling runoff.

Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff. Prior to periods of accelerated water runoff, especially during spring runoff and periods of heavy rainfall, commensurate with its use, CONTRACTOR shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams. Unless otherwise agreed in writing, **after September 15 of each operating season**, erosion control work must be kept current. CONTRACTOR shall complete erosion prevention and control work, including stream course protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

## **Section IV - Instructions for Preparing Written Proposal**

### **1. PROPOSAL REQUIREMENTS**

In order for your Proposal to be considered complete, it must contain all information requested. Proponents that do not address each of the items requested will receive no further consideration.

Your Technical Proposal must include, in the order listed, the following:

#### **A. Cover Sheet**

#### **B. Company Description**

1. Include the background of your firm and identification (including resumes) of the personnel to be involved in the account, including their professional qualifications, certifications, and experience. Be sure to include the location of your main office, hours staffed, number of overall staff, etc. Please provide an organizational chart for your firm.
2. Subcontractors: If you are not fully staffed for this project, please provide a description of how you plan to staff to this Contract. If you plan to use subcontractors, you must include them in your proposal and a description of their involvement.
3. Licensing: Respondent, Respondent's principal, or Respondent's staff shall have been regularly engaged in the business of logging, chipping/grinding or mechanical thinning within forest environments for at least three (3) years. Please provide evidence that your firm has all required licenses in good standing and any other relevant certifications or licensures. Indicate any legal actions threatened, pending, or concluded against any license within the past five years.
4. Indicate if any of your corporate officers have ever been convicted of any felony. Provide details related to any misdemeanor conviction relevant to the operation of your business or the services provided under this Contract. List all claims your firm has filed against your professional liability carrier and crime bond provider within the last 10 years.

#### **C. Previous Experience with County and/or Other Public Entities**

1. A list of all public entities that you now serve and have served in the past five (5) years where you have performed similar services to those set out in the proposal. If your Contract with any of these entities was terminated, please include a brief explanation of the reasons for termination.
2. Reference List: Include at least three references that can speak to your professionalism and ability to complete work of this scale and nature. See **Exhibit C**.

#### **D. Work Plan and Schedule**

1. Describe how you will accomplish all work items and include an implementation timeline.
2. Provide an equipment list you will used to complete the work of this scale and nature.

## E. Cost Proposal or Fee Schedule

**Note:** Total Units listed in Cost Proposal or Fee Schedule are estimates and the contract requires felling and removal/treatment of all hazard trees within one and one-half times the tree's height on all units. Respondents are to provide their best cost rate given the included estimates AND on-the-ground review of the project area. No price adjustments will be made if a contractor fails to rate costs appropriately. See **Exhibit D**.

## F. ADDITIONAL INFORMATION

**No Contact** - It is the desire of Tulare County that the evaluation and award process for these services be impartial and that contacts between potential vendors, the County Purchasing agent and staff, County employees, elected officials, and staff regarding the pending award of County contracts be limited to those necessary to make a responsive proposal. Improper political lobbying may disqualify a proponent.

All information submitted in response to this RFP will be a matter of public record. All proposals requesting information submitted to be kept confidential will be returned to the proponent.

### Questions/Clarification

Respondents should submit requests for clarifications or interpretations regarding this RFP and the Contract only by submission to [BidnetDirect.com](https://bidnetdirect.com). The Purchasing Division will not respond to questions via phone call or email.

The responses to requests for clarification, interpretation, and/or additional information will be posted as addenda to this RFP on the [BidnetDirect.com](https://bidnetdirect.com) site available to all potential proposal responders. All responses to this RFP should acknowledge full consideration of the addenda issued up to the Last Numbered Addenda by signing and including each addenda signature page with your response.

All proposals must be received by **submission to [BidnetDirect.com](https://bidnetdirect.com) no later than 5:00 pm on March 31, 2025**. Late proposals will not be accepted. All proposals, whether selected or rejected, **will not be considered confidential** and will become the property of the County of Tulare.

**Note:** On November 11, 2024, a nonmandatory pre-solicitation field tour was held to address questions regarding this Request for Proposal. Post-solicitation field tour information, project details, maps, photos, and additional materials have been prepared and can be accessed at: <https://tularecounty.ca.gov/foresthealth/forest-health-programs/project-pipeline-development/phase-i-forest-hazard-mitigation-project/>.

## **EXHIBITS TO REQUEST FOR PROPOSAL**

Exhibit A - Debarment (Instruction for Certification) To be returned signed with Request for Proposal

Exhibit B - Insurance Requirements To be returned with Request for Proposal

Exhibit C - References Listing- To be returned with Request for Proposal

Exhibit D - Costs of Proposal or Fee Schedule - To be returned with Request for Proposal

Exhibit E - Sample Agreement-*For reference only*

Exhibit F – Campaign Contribution Disclosure Information & Form-To be returned with Request for Proposal

Exhibit G - Contractor and Grantee Compliance with N-6-22 Economic Sanctions Imposed in Response to Russia’s Actions in Ukraine - *For reference only*

Exhibit H – Project Map - *For reference only*

Exhibit I – Additional Terms & Conditions for Federally Funded - *For reference only*

## **Section V - Selection Criteria**

### **1. QUALIFICATIONS TO BE EVALUATED**

The County is soliciting firms and/or sole practitioners who have established knowledge and expertise in all aspects of the services they choose to submit a proposal in response to this RFP.

#### **A. MINIMUM REQUIREMENTS (these areas should be modified to fit the needs of each proposal)**

Minimum requirements for those services for which you submit a proposal are expected to be as follows:

1. Demonstrate at least Five (5) years of experience providing the same or similar services to public agencies in California.
2. Demonstrate at least Three (3) engagements within California during 2020 through 2024 to provide the same or similar services.
3. Demonstrate sufficient staff and/or sub-consultants available with recent experience to provide the same or similar services, including providing such services for police and fire personnel.
4. Provide all reference(s) for agencies with whom you have contracted to provide the same or similar services from 2019 through 2024.
5. Provide all reference(s) for any agencies which have canceled or not renewed their contracts with you from 2020 through 2024.
6. Have no outstanding or pending complaints with the Better Business Bureau or State of California Department of Consumer Affairs.
7. Demonstrate the administrative and fiscal capability to provide the same or similar services.

**While failure to meet a particular expected minimum requirement will not automatically disqualify a proposal, evaluation scoring will be impacted negatively.**

## **B. EVALUATION CRITERIA**

### **1. Cover Sheet and Completeness of Response - 10%**

Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements; inclusion of required licenses and certifications.

### **2. Qualifications of Firm/Sole-Practitioner and Personnel - 20%**

- a) Ability to meet expected minimum requirements, including, without limitation: strength and stability of the firm/sole practitioner; adequacy of labor commitment; and lack of complaints.
- b) Ability to meet expected minimum requirements, including, without limitation: qualifications, education, experience, and technical competence of staff to be assigned to the County; and level of involvement of key personnel in performing the services.

### **3. Related Experience/References - 20%**

Ability to meet expected minimum requirements, including, without limitation: experience in providing services similar to those requested herein for public agencies in California; experience working with police and fire personnel; and assessment of references.

### **4. Work Plan and Schedule – 25%**

Ability to accomplish all work items and include an implementation timeline. The agreement is expected to be implemented and completed within twelve months of award or 2 full contract or agreement operating seasons. Implementation start date is expected by July 1, 2025. This date is contingent upon the County's Notice to Proceed, which will align with the Limited Operation Period (LOP) designations for habitats in the area. **\*Note: 50% of project acres must be completed by November 28, 2025; and 100% of project acres must be completed by November 30, 2026.**

### **5. Reasonableness of Cost and Price - 25%**

Reasonableness and competitiveness of the firm-fixed prices and/or hourly rates quoted; adequacy of the data in support of figures quoted; basis on which figures are quoted; and overall expected value.

## **C. EVALUATION PROCEDURE**

All proposals received as specified will be evaluated by County staff in accordance with the above criteria. *Each component of service will be evaluated individually.* During the evaluation period, the County may do any or all of the following: generate a "shortlist" and conduct interviews with the top candidates; conduct on-site visits and/or tours of the candidates' places of business; conduct negotiations with one or more of the most qualified candidates.

It is likely that the candidates whose proposals are selected as finalists for consideration will be asked to appear, at their own expense, before an evaluation panel to discuss their Proposal(s). Intended key personnel for the County should be present; failure to attend will negatively impact evaluation scoring.

However, please be aware that the award may be made without candidate visits, interviews, or further discussions or negotiations.

**D. EVALUATION AND AWARD**

The County shall evaluate Proposals and Award that Proposal in the County's best interest. The County shall be the sole judge in making this determination. Such evaluation shall be on a best value basis with factors and worth as follows:

Debarment Certification	<b>(Exhibit A)</b>	<b><u>Mandatory</u></b>
Insurance	<b>(Exhibit B)</b>	<b><u>Mandatory</u></b>
Campaign Contribution Disclosure Form	<b>(Exhibit F)</b>	<b><u>Mandatory</u></b>
Licensing	<b>(Page 17)</b>	<b><u>Mandatory</u></b>
Cover Sheet and Completeness of Response		<b>10</b>
Qualifications/Experience of Firm/Sole-Practitioner and Personnel		<b>20</b>
Related Experience/References		<b>20</b>
Work Plan and Schedule		<b>25</b>
Reasonableness of Cost and Price of Proposal		<b>25</b>
<b>Overall Value/Points</b>		<b>100</b>

**Section VI - Award Of Contract**

All of the above criteria will be used to evaluate all proposals; the County reserves the right to award one or more agreements to the Contractor(s) who will best serve the interests of the County, considering the demonstrated competence, professional qualifications, and suitability for the project in general. County staff will submit one or more recommendations to the County Board of Supervisors for consideration and selection.

If the County elects to proceed with panel interviews, selection and notification of consultants for interviews is expected to occur during the week of **March 31, 2025**, with interviews taking place during the week of **April 7, 2025**.



The County anticipates making final selections and awards on or about **April 14, 2025**. In addition, negotiations may or may not be conducted with candidates; therefore, the Proposal submitted should contain your most favorable terms and conditions since the selection and award may be made without further discussion or negotiation.

The County intends to contract with the successful proponent(s) for a term of Two (2) full contract or agreement operating seasons. County will retain the right to terminate the Agreement upon giving the Contractor thirty (30) days advance written notification.

Proposals must be submitted to [BidnetDirect.com](https://www.bidnetdirect.com). The County of Tulare review committee will evaluate all the proposals and consider only those that meet all the requirements described within this request for Proposal. The County will conduct site visits with only those administrators deemed overall best able to meet the criteria requested.

The County of Tulare reserves the right to reject any and all proposals submitted and to negotiate with proponents or non-proponents. Award of the Contract will be made to the firm, in the judgment and opinion of the County of Tulare review committee that will provide service that best meets the needs of the County.

In addition, negotiations may or may not be conducted with candidates; therefore, the Proposal submitted should contain your most favorable terms and conditions since the selection and award may be made without further discussion or negotiation.

Please be aware, however, that award may be made without candidate visits, interviews, or further discussions or negotiations.

- A. Contractors must be in business for a minimum of Five (5) years to be considered or awarded this Contract.
- B. Contractor must demonstrate a track record of stable business relationships and low client turnover. The experience and qualifications of the personnel to be assigned to this account are important to the County of Tulare. Contractors and any subcontractors should possess experience working with public agencies. In addition, they should possess a certification from Self-Insurance Plans as well as at least 5 years of experience in their capacity.
- C. County insurance requirements are nonnegotiable. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
- D. Failure to provide a list of at least Three (3) customers/references may be cause for rejection of this RFP.

*[Left Intentionally Blank]*

## **EXHIBITS**

**EXHIBIT A - Instructions for Certification Regarding Debarment**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Name of Agency or Company

## EXHIBIT B - Insurance Requirements

### PROFESSIONAL SERVICES CONTRACTS

#### INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

#### B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the 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 COUNTY has received a waiver of subrogation endorsement from the insurer.*

PROPOSAL NO.25-050 - SEQUOIA NATIONAL FOREST WILDFIRE AND FOREST  
HAZARD MITIGATION PROJECT FOR PHASE I HAZARD TREE REMOVAL

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that \_\_\_\_\_ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that \_\_\_\_\_ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Name \_\_\_\_\_

Signature \_\_\_\_\_

**EXHIBIT C – Sample Reference List**

**Firm (Respondent) Name:**

Provide a list of at least five (5) customers for whom you have recently provided similar services. Please list the Customer contact information, the person most familiar with your contract and a description of services and the year the contract started. Be sure to include all requested information.

1.	<b>Customer Name:</b>	
	<b>Address:</b>	
	<b>Contact Name &amp; Phone Number:</b>	
	<b>Description of Services Provided:</b>	
	<b>Dates of Service:</b>	
2.	<b>Customer Name:</b>	
	<b>Address:</b>	
	<b>Contact Name &amp; Phone Number:</b>	
	<b>Description of Services Provided:</b>	
	<b>Dates of Service:</b>	
3.	<b>Customer Name:</b>	
	<b>Address:</b>	
	<b>Contact Name &amp; Phone Number:</b>	
	<b>Description of</b>	

PROPOSAL NO.25-050 - SEQUOIA NATIONAL FOREST WILDFIRE AND FOREST  
HAZARD MITIGATION PROJECT FOR PHASE I HAZARD TREE REMOVAL

	<b>Services Provided:</b>	
	<b>Dates of Service:</b>	
4.	<b>Customer Name:</b>	
	<b>Address:</b>	
	<b>Contact Name &amp; Phone Number:</b>	
	<b>Description of Services Provided:</b>	
	<b>Dates of Service:</b>	
5.	<b>Customer Name:</b>	
	<b>Address:</b>	
	<b>Contact Name &amp; Phone Number:</b>	
	<b>Description of Services Provided:</b>	
	<b>Dates of Service:</b>	



**EXHIBIT D - Cost Proposal Detail or Fee Schedule**

The following schedule of items represents the entirety of work to be completed as described in the Section III- Scope of Work. If you plan to use subcontractors, you must include them in your proposal, which shall accompany this cost rate sheet. Respondents must rate costs on all items for all units.

Note that the Total Units listed below are estimates and the contract requires felling and removal/treatment of all hazard trees within one and one-half times the tree's height on all units. Respondents are to provide their best costs given the included estimate AND on-the-ground review of the project area. No price adjustments will be made if a contractor fails to rate costs appropriately. Final payment will be based on acres treated, as GPS tracked and approved by project foresters.

Item	Description	Total Units	Unit of measure	Unit Price \$	Total \$
1	<b>Directionally Fell Hazard Trees</b>	460	Acres		
2	<b>Skid/Yard &amp; Deck</b> (All Hazard Trees which are greater than 14" small end DIB)	452	Acres		
3	<b>Slash Treatment</b>	460	Acres		
4	<b>Removal of Material</b>	7949	Tons		
				Total	

This contract will be awarded to the contractor whose proposal presents the **best value** to Tulare County. A combination of Cost, Experience, Performance History, and Schedule will be used to determine which proposal presents the best value to the County.

### EXHIBIT E - Sample Agreement

**THIS AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and \_\_\_\_\_, (“CONTRACTOR”). COUNTY and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A. COUNTY issued Request for Proposal (“RFP”) No. \_\_\_\_\_ on \_\_\_\_\_ for the Sequoia National Forest Wildfire and Forest Hazard Mitigation Project for Phase I Hazard Tree Removal.
- B. CONTRACTOR submitted a Proposal on \_\_\_\_\_ (“Proposal”) and was awarded the contract on \_\_\_\_\_ to provide the COUNTY’s Sequoia National Forest Wildfire and Forest Hazard Mitigation Project for Phase I Hazard Tree Removal,
- C. COUNTY and CONTRACTOR wish to enter into an Agreement consistent with the Proposal for Sequoia National Forest Wildfire and Forest Hazard Mitigation Project for Phase I Hazard Tree Removal.

#### THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective as of \_\_\_\_\_ and expires at 11:59 PM on \_\_\_\_\_ unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. **SERVICES:** CONTRACTOR shall provide COUNTY with the services shown on the attached **Exhibit A**.

**[EXHIBIT A WILL BE DERIVED FROM SECTION III, SCOPE OF WORK, IN THE RFP; AND ITS CORRESPONDING SUPPLEMENTAL BEST PRACTICES, ROAD MAINTENANCE REQUIREMENTS, AND FIRE PLAN HEREIN.]**

3. **PAYMENT FOR SERVICES:** As consideration for the services provided by CONTRACTOR hereunder, COUNTY shall pay CONTRACTOR in accordance with the attached **Exhibit B**.

**[EXHIBIT B WILL BE DERIVED FROM SELECTED VENDOR’S RESPONSE TO EXHIBIT D to the RFP.]**

4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.

5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY’S “General Agreement Terms and Conditions (Form revision approved as of 01/01/2021)” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY’S “General Agreement Terms and Conditions” can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**A COPY OF THE COUNTY'S GENERAL AGREEMENT TERMS AND CONDITIONS REFERENCED  
IN THE LINK ABOVE ARE ATTACHED FOLLOWING THIS SAMPLE AGREEMENT**

**ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input type="checkbox"/>	<b>Exhibit</b> __	County of Tulare's Additional Terms & Conditions for Federally Funded Contracts can be viewed at <a href="https://tularecountycounsel.org/main/contract-exhibits/httpstularecountycounselorgmaincontract-exhibitscounty-of-tulares-exhibit-d-to-non-hhsa-service-agreements-additional-terms-conditions-for-federally-funded-contracts-revd-01-01-2018/">https://tularecountycounsel.org/main/contract-exhibits/httpstularecountycounselorgmaincontract-exhibitscounty-of-tulares-exhibit-d-to-non-hhsa-service-agreements-additional-terms-conditions-for-federally-funded-contracts-revd-01-01-2018/</a>
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**6. NOTICES:** (a). Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**

TULARE COUNTY RISK MANAGEMENT  
2900 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-4950

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005

**CONTRACTOR:**

Name  
Address  
City State Zip  
Phone No.:  
Fax No.:

(b). Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**7. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**8. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

**9. MANUAL OR ELECTRONIC SIGNATURES:** The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**CONTRACTOR**

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation’s Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_

Chair, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

Matter No. 2025178

**A. WILL BE DERIVED FROM SECTION III, SCOPE OF WORK, IN THE RFP**

**B. Supplemental Best Management Practices**

**Vegetation**

- V1. An incidental number of live or dead trees that pose a hazard to operability in the treatment units or on landings and disposal sites may also be felled and removed during implementation.
- V2. Dead giant sequoia trees over fifteen inches in diameter shall be left standing unless a tree has other structural issues that render it an imminent hazard and must not be cut unless approved by the Forest Service. All live giant sequoia trees over twelve inches diameter shall remain standing (GSNMMP).

**Wildlife**

- W1. Retain felled trees on the ground where needed to achieve down-woody material standards of ten to twenty tons per acre in logs greater than twelve inches in diameter. Preference should be given to retaining the largest available logs.
- W2. If a California condor is detected perching or roosting within 0.25 mile of Project activities prior to or during Project implementation, contact the district wildlife biologist.
- W3. Maintain a limited operating period (LOP), prohibiting activities within approximately ¼ miles of active California spotted owl nests during the breeding season (March 1 through August 15). The LOP may be waived, where necessary, to allow for early season prescribed burning in up to five percent of California spotted owl PACs on a national forest per year.
- W4. If a California spotted owl is detected nesting, perching, or roosting within 0.25 mile of Project activities prior to or during Project implementation, the district or forest wildlife biologist shall be notified to provide appropriate mitigation response.
- W5. Schedule follow up slash treatment in suitable California spotted owl or northern goshawk habitat outside the breeding season, or if necessary, as late in the breeding season (March 1 – August 15) as possible while still providing for public safety.
- W6. Maintain a limited operating period (LOP), prohibiting activities within approximately ¼ miles of active northern goshawk nests during the breeding season (February 15 through September 15). The LOP does not apply to existing road and trail use. The LOP may be waived, where necessary, to allow for early season prescribed burning in up to five percent of the northern goshawk PACs on a given national forest, per year.
- W7. If a northern goshawk nest is detected within 0.25 mile of Project activities prior to or during Project implementation, the district or forest wildlife biologist shall be notified to provide appropriate mitigation response.
- W8. Mark to readily identify and monitor any newly discovered active northern goshawk and California spotted owl nest sites located within the Project area.

- W9. Project activities (except road use and on-road maintenance) shall be prohibited within suitable Pacific fisher denning habitat from March 1 through June 30. Should a fisher or marten den site be detected through any phase of the Project, contact the district wildlife biologist.
- W10. In potential fisher denning habitat and along secondary or unpaved, low-traffic roads, implement hazard mitigation options other than complete removal for conifer snags greater than 35 inches diameter breast height (DBH) and hardwood snags greater than 27 inches DBH when it is safe to do so. Such options include cutting the hazard tree as high as possible to leave a portion of the trunk (10 to 20 feet tall) standing to provide potential microsites. Leave 15 to 20 feet of the thickest part of the trunk behind as a large log, particularly if it is decayed.
- W11. Provide an adequate number of slash piles to ensure sufficient cover remains, where feasible. Where working in suitable fisher habitat, and in areas where cover is lacking or connectivity needs to be restored, retain some slash piles for fisher escape cover and prey habitat when it is safe to do so and when adequate materials occur within the work site. When feasible, piles should contain at least 2 large diameter logs, have enough interstitial space to allow for fisher occupancy, and be at least 6' X 8' in diameter.

### **Aquatic Wildlife**

- AW1. No burn piles shall be placed within meadows, fens, springs, or 25 feet from the edge of riparian vegetation.
- AW2. Piles that lie within 300 feet of perennial streams or special aquatic features or 150 feet of intermittent or ephemeral streams may be burned, but would, to the extent practicable, be ignited in a manner that allows any organisms to flee from the pile (for example, light on the leeward side so that fire moves as a front through the pile).
- AW3. In perennial and intermittent streams, pump intake screens shall have openings not exceeding 3/32-inch (0.09375 inch) and be sized according to the pump intake capacity. Hose intake shall be placed into a bucket in the deepest part of the pool. A low-velocity water pump shall be used, and natural ponds shall not be pumped to low levels beyond which they cannot recover quickly (approximately one hour).
- AW4. For water drafting on fish-bearing streams: drafting shall not exceed 350 gallons per minute for streamflow greater than or equal to 4.0 cubic feet per second (cfs); nor exceed 20 percent of surface flows below 4.0 cfs; and drafting shall cease when bypass surface flow drops below 1.5 cfs. (BMPWatUses-3 (USDA 2012)).
- AW5. For water drafting on non-fish-bearing streams: drafting shall not exceed 350 gallons per minute for stream flow greater than or equal to 2.0 cfs; nor exceed 50 percent of surface flow; and drafting shall cease when bypass surface flow drops below 10 gallons per minute. Water sources designed for permanent installation, such as piped diversions to offsite storage, are preferred over temporary, short-term-use developments. Water drafting sites shall be located to avoid adverse effects to instream flows and depletion of pool habitat. (BMP WatUses-3 (USDA 2012)).
- AW6. In-channel water drafting locations shall include rocking of approaches, barrier rock, straw bales, or other measures to prevent overflow and leaks from entering the watercourse. (BMP WatUses-3 (USDA 2012)). Drafting from any water source requires the use of a Forest Service

approved screen covered drafting box or other device to reduce draft velocity to minimize the removal of aquatic species.

AW7. Tightly woven fiber netting, plastic monofilament, or similar material shall not be used for erosion control or other purposes.

### **Heritage Resources**

Archaeological sites shall be flagged and avoided during all Project activities (2018 Regional Programmatic Agreement [RPA] Appendix E, 1.1). To ensure site avoidance, site locations may be shared with official implementation personnel with the understanding that they be kept for internal use only and remain confidential. (Appendix E, 1.3 (2)). Heritage Program Manager/Delegated Heritage Program Staff (HPM/DHPM) may provide written approval for an undertaking's activities within or adjacent to the boundaries of historic properties based on professional judgment that such activities will not have an adverse effect on historic properties, or under carefully controlled conditions such as those specified below.

HR2. Placement of barriers within or adjacent to site boundaries may be necessary to prevent access to or disturbance of deposits or historic features, or for protection of other sensitive resources on-site, when site avoidance is not possible. Use of these boundaries is at the discretion of the HPM/DHPM and will only be used when such barriers do not disturb subsurface deposits or lead to other effects to the site. (RPA, Appendix E, 2.1 (d)).

- A. Non-intrusive barriers: wooden and other barriers anchored with rebar; rocks/boulders or other items placed on the surface; weed-free straw bales or straw bales anchored with rebar; or other nonintrusive barriers approved by qualified Heritage Program staff.
- B. Fencing: "T" post fencing; snow fencing; orange highway-type fencing; or other fencing approved by HPMs or qualified Heritage Program staff.

HR3. Felling and removal of hazard trees within historic properties may occur under the following conditions (RPA, Appendix E, 2.2 (a)):

- A. Trees may be limbed or topped to prevent soil gouging during felling.
- B. Felled trees may be removed using only the following techniques as authorized by the HPM/DHPM: hand bucking, including use of chain saws, and hand carrying; rubber-tired loader, crane/self-loader, helicopter, or other non-disturbing, approved methods.
- C. Equipment operators shall be briefed on the need to reduce ground disturbances (e.g., minimizing turns).
- D. No skidding or tracked equipment shall be allowed within historic property boundaries. e. Where monitoring is a condition of approval, its requirements or scheduling procedures should be included in the written approval.

HR5. Mechanically treated (crushed/cut) brush or downed woody material may be removed from historic properties by hand, by using equipment that stays outside of the site, or by rubber-tired equipment when approved by HPMs or qualified Heritage Program staff. Ground disturbance shall be minimized to the extent practicable during such removals. (Appendix E, 2.2 (b) (I)).

HR6. Woody material may be chipped within the boundaries of historic properties so long as the staging of chipping equipment on-site does not affect historic properties, and staging areas are specifically approved by the Zone or Forest Archaeologist or qualified Heritage Program staff. (Appendix E, 2.2 (b) (J)).

- HR7. HPMs shall approve the use of tracked equipment to remove brush or woody material from within specifically identified areas of site boundaries under prescribed measures designed to prevent or minimize effects. Vegetative or other protective padding may be used in conjunction with HPM authorization of certain equipment types within site boundaries. (Appendix E, 2.2 (b) (K)).
- HR8. Linear sites (e.g., roads, trails) will be avoided when possible. When a linear site is unavoidable, it may be crossed or breached by equipment in areas where their features or characteristics clearly lack historic integrity as determined by the HPM or qualified Heritage Program staff. Adherence to this protection measure requires maintaining the integrity of the resource and avoiding damage to rock retaining walls, blazed trees, and other features (Appendix E, 2.1 (a)). Specific requirements for crossing linear sites.
- A. Crossings are not to be made at the points of origin, intersection, or terminus of linear site features.
  - B. Crossings are to be made perpendicular to linear site features.
  - C. The number of crossings is to be minimized by project and amongst multiple projects in the same general location.
  - D. The remainder of the linear site is to be avoided, and traffic is to be clearly routed through designated crossings.
- HR9. Should any previously unrecorded heritage resources be encountered during implementation of this project, work in that area shall cease as soon as practicable and the Heritage Program staff shall be notified. Work may resume if approved by the HPM or qualified Heritage Program staff subject to implementation of additional protection measures, as necessary.
- HR10. Monitoring may be required to enhance the effectiveness of all protection measures including avoidance and working within site boundaries. (Appendix E, 1.5)
- HR11. Prior to implementation, the Project Lead/Sale Administrator/Contracting Officer Representative shall coordinate with the HPM, or their representative, to ensure protection measures are in place and understood.
- HR12. When any changes in proposed activities are necessary to avoid historic properties (e.g., project modifications, redesign, or elimination; removing old or confusing project markings or engineering stakes within site boundaries; or revising maps or changing specifications), these changes shall be completed prior to initiating any project activities. (RPA, Appendix E, 1.4)
- HR13. If standard protection measures cannot provide appropriate protection, this project shall be subject to the provisions of 36 CFR part 800. (Appendix E).

### **Hydrology and Soils**

- HS1. Appropriate Standards and Guidelines (S&Gs) and BMPs from the GSNMMP and National BMPs shall be applied.
- HS2. Project Specific Prescription for Streamside Management Zones (BMP Veg-3 (USDA 2012)):
- A. Streamside Management Zones (SMZ) shall be included on Project implementation maps.
  - B. No mechanized heavy equipment is permitted in SMZs. Hand fell trees and leave in place



or end-line.

- C. Repair furrows caused by end-lining.
- D. Avoid piling and burning within SMZs to the extent feasible.
- E. Felling should be away from the SMZs wherever feasible.
- F. Maintain, fuel, and stage saws and equipment outside of SMZs.
- G. Ground cover shall be added where necessary (lopped/chipped material from felled trees) within the SMZs and large woody debris component shall be maintained.
- H. No landings, staging areas, and temporary roads are permitted within SMZs unless approved by a qualified hydrologist.
- I. Stream crossings shall be approved by a qualified hydrologist.
- J. Flag SMZs on the ground as necessary to ensure protection.

- HS3. Rehabilitation of heavy equipment use (i.e., repair rutting/furrowing) shall occur where needed to prevent concentrated flow or hillside erosion. (BMP Veg-4 (USDA 2012)).
- HS4. During management activities maintain (or add to the extent feasible in deficient areas) an average of 50 percent effective soil cover in treatment areas that is well distributed and generally in the form of fine organic matter. Where feasible, maintain 85 percent or more in riparian areas and slopes greater than 25 percent. Effective soil cover is that whose thickness and continuity provides adequate protection to prevent rill network formation. Fine organic matter includes plant litter, duff, and woody material less than 3 inches in diameter. Management activities in areas with ecological types that cannot normally support 50 percent soil cover shall be considered individually for soil cover needs. (BMP Veg-2 (USDA 2012)).
- HS5. Maintain 100 percent soil cover in a 100-foot-wide buffer below rock outcrops that have the potential to generate runoff into management activity areas and cause erosion. (BMP Veg-2 (USDA 2012)).
- HS6. In areas where sustained slopes exceed 35 percent, limit mechanical operations such as skidding, tractor piling, grapple piling, and mechanized tree felling except where supported by on-the-ground evaluation by an interdisciplinary team that includes a watershed specialist. (BMP Veg-2 (USDA 2012)).
- HS7. Trees are permitted to be hand-felled and end-lined on slopes over 35%, but any furrow produced by the end-lining that exceeds 25 feet long by 6 inches deep shall be recontoured ("filled in") by hand to prevent concentrated flow and hillslope erosion. (BMP Veg-2 (USDA 2012)).
- HS8. Limit total soil compaction (displacement and total soil porosity reduction) to less than fifteen percent of the management activity area. No more than ten percent of the activity area can be displaced. Temporary roads, temporary landings, and skid trails shall be considered part of the activity area to evaluate. Areas excluded from this standard include National Forest System roads, trails, and facilities, and other dedicated sites. Soil will be considered displaced if more than one half of the thickness of the topsoil or a horizon has been removed from a contiguous area larger than 100 square feet. Soil will be considered compacted if there is less than 90 percent total soil porosity in a contiguous area greater than 100 square feet compared to undisturbed soils nearby. Conduct operations when soil porosity, especially macro porosity, will be maintained at a level sufficient for soil hydrologic function and long-term soil productivity for plant growth. Where possible avoid placing skid trails and landings on soils with high soil burn severity.

- HS9. Operations limited to periods of low soil moisture.
- HS10. No fuel storage shall take place within Riparian Conservation Areas (RCA), which are generally defined as 300 feet from special aquatic features and perennial streams, and 150 feet from seasonally flowing streams, except at designated administrative sites. Refueling would take place in these zones only where there is no other alternative. (BMP Road-10 (USDA 2012)).
- HS11. Within RCAs (excluding the SMZ) utilize low-ground-pressure equipment, or other non-ground disturbing actions off of existing roads when needed to remove trees from the RCA.
- HS12. Landings and skid trails shall comply with Forest Service management direction including use of existing landings, designation and use of temporary skid trails, and closure using water bars, etc., to prevent unauthorized use and erosion. (BMP Veg-4 (USDA 2012)).
- HS13. Watersheds with >50% moderate to high soil burn severity will require additional design measures to prevent a cumulative watershed effects response: a. Hand piling or the use of a grapple piler on slopes over fifteen percent for site preparation and clean up. b. Any skid trail that is within 25 feet (or less) of an SMZ should have:
- A. Decreased water bar spacing to one-half of the normal BMP specification. Decreased water bar spacing should be used from the SMZ boundary to a 50-foot distance along the skid trail away from the SMZ boundary or, if the skid trail parallels the SMZ, for the length that the skid trail is within 25 feet of the SMZ.
  - B. >90% ground cover of slash and/or certified weed-free straw mulch distributed on the skid trail from the SMZ boundary to a 50-foot distance along the skid trail away from the SMZ boundary or, if the skid trail parallels the SMZ, for the length that the skid trail is within 25 feet.
  - C. In areas of high soil burn severity (i.e., BAER SBS map or RAVG mortality of >75%) where soil cover is less than 50%, water bar outlets should have slash and/or certified weed-free straw mulch distributed at the outlet for a distance of 50 feet downslope to prevent accelerated erosion on the adjacent unprotected hillslopes.
- HS14. Conduct mechanical equipment operations (mechanical thinning and biomass removal equipment, log skidders and tractor-piling operations) when the soil is sufficiently dry (<14- 16% moisture content) in the top 12 inches to prevent unacceptable loss of soil porosity (soil compaction). Maintain 90% of the soil porosity over 85% of an activity area (stand) found under natural conditions. If it is questionable whether soil moisture is too high for operations, a Forest Service Representative or Contract Forester will complete the required soil moisture analysis to determine whether operations should commence.

### **Invasive Plants**

1. All off-road equipment shall be cleaned to ensure it is free of soil, seeds, vegetative matter, or other debris before entering NFS lands to prevent the introduction or spread of invasive plants. A Forest Service botanist should be consulted prior to the procurement of any straw mulch to ensure that it is weed free.

### **Public Safety, Range, and Recreation Sites**

- PS1. Warning signs shall be posted in work areas, including all access points along trails and roads, to alert oncoming traffic and recreational users to safety hazards associated with the Project.

- PS2. Coordinate treatment timing to minimize conflicts with recreation use.
- PS3. Recreational and cattle trails shall be cleared of felled material and slash.
- PS4. Damage to recreation sites and improvements shall be repaired in a timely fashion, such as but not limited to repair to road and pad surfacing, improvement repair or replacement, removing debris off site, and seeding.
- PS5. Minimize overlaying skid trails and haul roads on non-motorized system trails. If trails are used as skid trails or haul roads, trail cleanup and rehabilitation will be included in the contract.
- PS6. Temporary road and/or skid trail crossings across designated forest trails and roads will be kept to a minimum. Any crossings shall be perpendicular to designated forest trails and roads. To reduce the potential for establishment of user created routes, rehabilitation must be completed in a timely manner to ensure the public does not begin using them for motorized or non-motorized recreation. The rehabilitation plan shall include returning to natural contour, scarification, seeding with native mix and installing natural barriers as needed.
- PS7. Trail width shall not be increased. Changes to trail alignment and surfacing will be minimized; the trail will not be straightened, nor its surface changed with an alternate material unless such actions are needed to enhance the trail and protect resources.
- PS8. Protect range improvements and repair any damage in consultation with the range permittee.

**C. Road Maintenance Requirements**

**C(T)5.31# – ROAD MAINTENANCE REQUIREMENTS.** (9/04) CONTRACTOR shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

PRE-HAUL											
ROAD	TERMINI		MILES	ROAD MAINTENACE T-SPECIFICATIONS							
	FROM	TO		T-801	T-802	T-803	T-804	T-805	T-806	T-807	T-808
Redwood Drive	UB	UB	5.69		C			C			
Fox Farm Road	UB	UB	4.57		C	C		C			
Alder Drive	UB	UB	0.16		C			C			
Any Spur Used	UB	UB	TBD		C	C		C			

DURING HAUL											
ROAD	TERMINI		MILES	ROAD MAINTENACE T-SPECIFICATIONS							
	FROM	TO		T-801	T-802	T-803	T-804	T-805	T-806	T-807	T-808
Redwood Drive	UB	UB	5.69		C			C			
Fox Farm Road	UB	UB	4.57		C			C	C		
Alder Drive	UB	UB	0.16		C			C			
Any Spur Used	UB	UB	TBD		C			C	C		

POST HAUL											
ROAD	TERMINI		MILES	ROAD MAINTENACE T-SPECIFICATIONS							
	FROM	TO		T-801	T-802	T-803	T-804	T-805	T-806	T-807	T-808
Redwood Drive	UB	UB	5.69		C		C	C			
Fox Farm Road	UB	UB	4.57		C	C		C			
Alder Drive	UB	UB	0.16		C		C	C			
Any Spur Used	UB	UB	TBD		C	C	C	C			

Notes:

C = CONTRACTOR Performance Item - The maximum volume of CONTRACTOR responsibility for Slide and Slump repair is 20 cubic yards.

O = Optional Contract Line Item

NFSR = National Forest Service Road

CR = County Road

JCT = Junction

MP = Milepost

EOR = End of Road

UB = Unit Boundary

EOP = End of Pavement

## ROAD MAINTENANCE T-SPECIFICATIONS FOR STEWARDSHIP CONTRACTS

CONTRACTOR shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

CONTRACTOR will be responsible for doing all pre-, during, and post- haul road maintenance with no compensation from the Forest Service and County.

CONTRACTOR is responsible for ensuring their work does not result in damage to public or private roads in the project area. If any road damage occurs, it is the sole responsibility of the contractor to fix the damage to as good or better a condition than before operations commenced.

<b>T-SPECIFICATIONS</b>	
<b>T-SPEC NUMBER</b>	<b>SPECIFICATION TITLE</b>
T-800	Definitions
T-801	Slide and Slump Repair
T-802	Ditch Cleaning
T-803	Surfacing Blading
T-804	Surfacing Repair
T-805	Drainage Structures
T-806	Dust Abatement
T-807	Roadway Vegetation
T-808	Miscellaneous Structures
T-809	Waterbars
T-810	Barriers
T-811	Surface Treatment
T-814	Drainage Excavation
T-815	Culvert Installation

## SPECIFICATION T-800 DEFINITIONS

Wherever the following terms or pronouns are used, the intent and meaning shall be interpreted as follows:

**800-1.1**—Agreement—Maintenance projects require a mutually acceptable method to resolve the problems which arise when incompatible situations arise between drawings and specifications and actual conditions on the ground to allow orderly and satisfactory progress of the maintenance.

These specifications have been developed in anticipation of those problem areas and have provided that such changes will be by Agreement.

It is intended that drawings and specifications will govern unless "on-the-ground" conditions warrant otherwise, when specifications call for "Agreement", "agreed", or "approval" such Agreement or approval shall be promptly confirmed in writing.

**800-1.2**—Annual Road Maintenance Plan—A plan prepared by various users of one or several roads. The plan is an Agreement on maintenance responsibilities to be performed for the coming year.

**800-1.3**—Base Course—Material used to reinforce Subgrade or, as shown on drawings, placed on Subgrade to distribute wheel loads.

**800-1.4**—Berm—Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.

**800-1.5**—Borrow—Select Material taken from designated borrow sites.

**800-1.6**—Clearing Limits—The limits of clearing as designated on the ground or on the drawings.

**800-1.7**—Crown, Inslope, and Outslope—The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

**800-1.8**—Culverts—A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

**800-1.9**—Drainage Dip—A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

**800-1.10**—Drainage Structures—Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains, downpipes, culverts and the like.

**800-1.11**—Dust Abatement Plan—A table which lists the road, dust palliative, application rates, and estimated number of subsequent applications.

**800-1.12**—Lead-off Ditches—A ditch used to transmit water from a Drainage Structure or Drainage Dip outlet to the natural drainage area.

**800-1.13** —Material—Any substances specified for use in the performance of the work.

**800-1.14**—Prehaul Maintenance—Road maintenance work which must be accomplished to maintain the roads to a satisfactory condition commensurate with the CONTRACTOR's use, provided CONTRACTOR's operations do not damage improvements or National Forest resources and hauling can be done safely. This work will be shown in the above Road Maintenance Requirements. Prehaul Maintenance work the CONTRACTOR elects to perform will be in compliance with the Road Maintenance T- Specifications.

**800-1.15**—Right-of-Way—A general term denoting:

- (1) The privilege to pass over land in some particular line (including easement, lease, permit, or license to occupy, use, or traverse public or private lands), or
- (2) Land, appurtenances thereto, or interest therein, usually in a strip, acquired for public or private passageway.

**800-1.16**—Roadbed—The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

**800-1.17**—Road Maintenance Requirements—A table which shows applicable road maintenance specifications to be performed by CONTRACTOR on specific roads.

**800-1.18**—Roadside—A general term denoting the area adjoining the outer edge of the Roadway.

**800-1.19**—Roadway—The portion of a road within the limits of excavation and embankment.

**800-1.20**—Shoulder—That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of base and Surface Course, if any.

**800-1.21**—Slide—A concentrated deposit of Materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated raveling.

**800-1.22**—Slough—Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.

**800-1.23**—Slump—A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.

**800-1.24**—Special Project Specifications—Specifications which detail conditions and requirements peculiar to the individual project.

**800-1.25**—Subgrade—Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

**800-1.26**—Surface Course—The Material placed on Base Course or Subgrade primarily to resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

**800-1.27**—Surface Treatment Plan—A table which lists the roads and surface treatments to be applied.

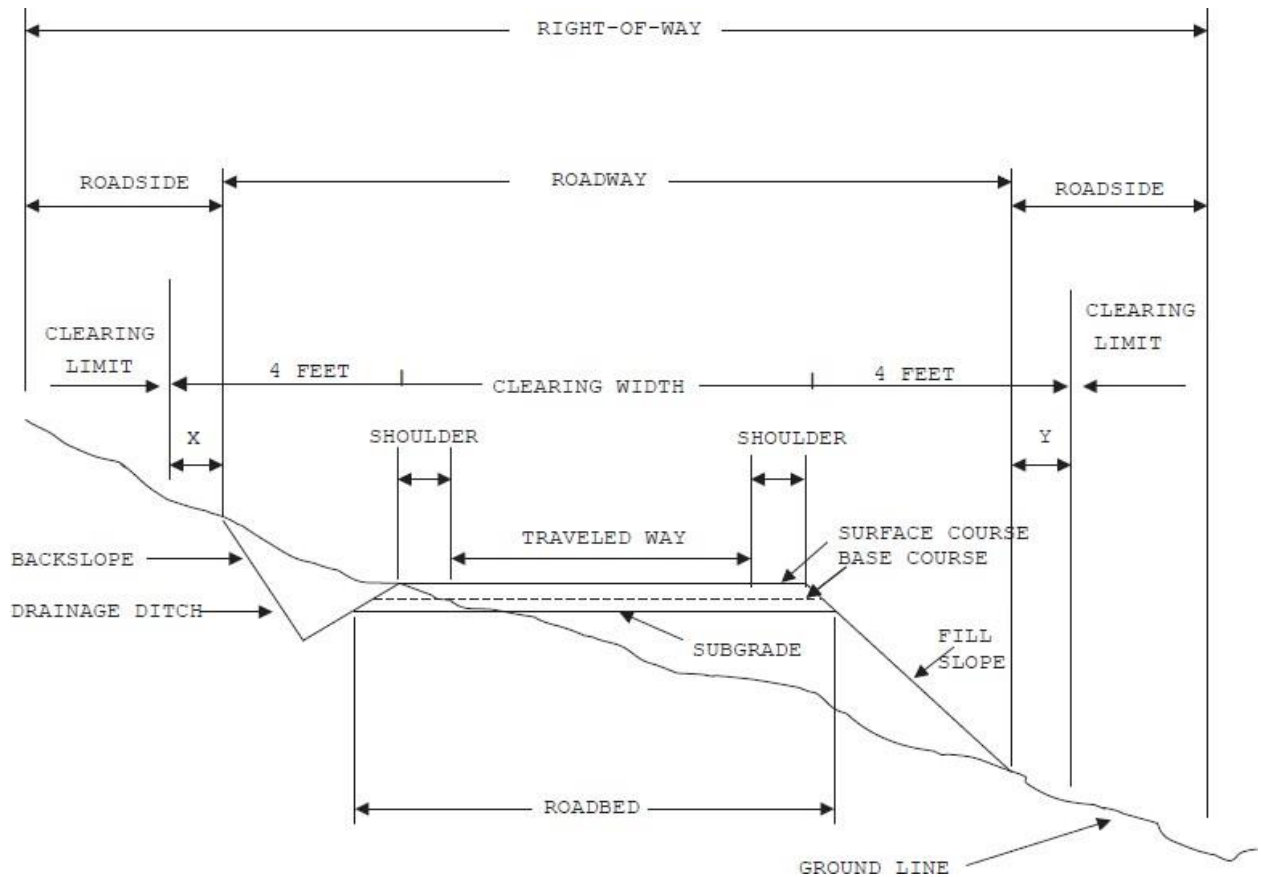
**800-1.28**—Traveled Way—That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

**800-1.29**—Turnouts—That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

**800-1.30**—Water Source—A place designated on the Road Maintenance Map for acquiring water for road maintenance purposes.

**800-1.31**—Waterbar—A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A Waterbar is not designed to be traversable by logging trucks.

### ILLUSTRATION OF ROAD STRUCTURE TERMS





## **SPECIFICATION T-801 SLIDE AND SLUMP REPAIR**

### **DESCRIPTION:**

**1.1** Slide removal is the removal from Roadway and disposal of any Material, such as soil, rock, and vegetation that cannot be routinely handled by a motor grader during Ditch Cleaning, T-802, and Surface Blading, T-803 Operations.

Slump repair is the filling of depressions or washouts in Roadway which cannot be routinely filled by a motor grader during Surface Blading, T-803 Operations.

Slide removal and Slump repair includes excavation, loading, hauling, placing, and compacting of waste or replacement Material and the development of disposal or borrow areas.

### **REQUIREMENTS:**

**3.1** Slide Material, including soil, rock and vegetative matter which encroaches into the Roadway, shall be removed. The slope which generated the Slide Material shall be reshaped during the removal of the Slide Material with the excavation and loading equipment. Slide Material deposited on the fillslope and below the Traveled Way will not be removed unless needed for slope stability or to protect adjacent resources.

Surface and Base Courses shall not be excavated during Slide removal operations.

Slide Material which cannot be used for other beneficial purposes shall be disposed of at sites designated by the Forest Service. Material placed in disposal sites will not require compaction unless shown on the Road Maintenance Requirements. Side casting may be approved by the Forest Service. Side casting into streams, lakes or water courses will not be permitted.

**3.2** When filling Slumps or washouts, Material shall be moved from agreed locations or borrow sites, placed in layers, and compacted by operating the hauling and spreading equipment uniformly over the full width of each layer.

Existing aggregate surfacing shall be salvaged when practical and re-laid after depressions have been filled.

Damaged aggregate base, aggregate surfacing, and bituminous pavement shall be repaired under Specification T-804 Surfacing Repair.

The repaired areas of the Slump shall conform to the cross-section which existed prior to the Slump and shall blend with the adjacent undisturbed Traveled Way.

**3.3** The maximum volume of CONTRACTOR responsibility for Slide and Slump repair is 10 Cubic yards per 100-foot station. Greater volumes of Slide and Slump repair are Forest Service responsibility.

**MEASUREMENT:**

**4.1** Slide removal will be measured by the cubic yard, determined by truck measure, for materials acceptably removed.

Materials used for slump repair will be measured by the cubic yard, determined by truck measure, for materials acceptably placed.

Vehicles shall be loaded to at least their water level capacity.

**SPECIFICATION T-802 DITCH CLEANING**

**DESCRIPTION:**

**1.1** Ditch cleaning is removing and disposing of all Slough Material and other debris from Roadway ditches, including outlet and lead-off ditches, to provide a free-draining waterway.

**REQUIREMENTS:**

**3.1** Ditch cleaning shall be repeated during the year as often as necessary to facilitate proper drainage.

**3.2** All Slough Material or other debris which might obstruct water flow in the Roadway ditch shall be removed. Material removed from the ditch, if suitable, may be blended into existing native road surface or Shoulder or placed in designated Berms in conjunction with Surface Blading T-803 operations.

Material removed from ditches that is not by Agreement blended into existing roads or placed in Berms shall be loaded and hauled to the disposal site designated by the Forest Service.

**3.3** Roadway backslope or Berm shall not be undercut.

**MEASUREMENT:**

**4.1** Ditch cleaning will be measured to the nearest one-tenth (0.1) mile of cumulative ditchline cleaned on each road.

**SPECIFICATION T-803 SURFACE BLADING**

**DESCRIPTION:**

**1.1** Surface blading is keeping a native or aggregate Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks, Drainage Dips, and Lead-off Ditches.

**REQUIREMENTS:**

**3.1** Surface blading shall be performed before, during, and after CONTRACTOR's use as often as necessary to facilitate traffic and proper drainage.

**3.2** The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a free-draining state and to a smoothness needed to facilitate traffic. Surface Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to prevent the loss of surface Material and to provide for a thorough mixing of the Material being worked.

**3.3** Water, taken from Water Sources designated on Contract Area Map shall be applied during blading if sufficient moisture is not present to cut, mix, or compact the surface Material.

**3.4** On native surfaced roads, Material generated from backslope sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads, this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.

**3.5** Roadway backslopes or Berms shall not be undercut, nor shall new Berms be established unless agreed otherwise.

Berms shall be repaired by placing Material, as needed to restore the Berm, to reasonably blend with existing line, grade, and cross-section.

**3.6** Drainage Dips and Lead-off Ditches shall be cleaned and maintained to reasonably blend with existing line, grade, and cross-section.

**3.7** Intersecting roads shall be bladed for a distance of 50 feet to assure proper blending of the two riding surfaces.

**3.8** Rocks or other Material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be removed from the Traveled Way. Unless otherwise designated by the Forest Service, the oversized Material shall be disposed of by sidecasting. Sidecasting into streams, lakes, or water courses will not be permitted.

**3.9** Material resulting from work under this specification shall not remain on or in structures, such as Culverts, overside drains, cattleguards, ditches, Drainage Dips, and the like.

**3.10** Material resulting from work under this specification, plus any other accumulated debris, shall be removed from bridge decks and the deck drains opened. This includes existing debris under pre haul maintenance.

**MEASUREMENT:**

**4.1** Surface blading will be measured to the nearest one-tenth (0.1) mile as measured by calibrated vehicle odometer along the road centerline.

**SPECIFICATION T-804 SURFACING REPAIR**

**DESCRIPTION:**

**1.1** Surfacing repair is repairing potholes or small soft areas in the Traveled Way. It includes area preparation and furnishing and placing all necessary Materials, and other work necessary to repair the surface.

**MATERIALS:**

**2.1** Material used in the repair of soft areas on aggregate or native surfaced roads may be acquired from approved commercial sources, designated Forest Service Borrow areas, or Borrow sources agreed to. The quality and quantity of the imported Material used in the repair will be limited to that needed to provide a stable Traveled Way for hauling and to minimize damage to the road and adjacent resources. The quantity of imported surface repair Material used in the appraisal estimate will be shown on Road Maintenance Plan. However, the magnitude of the work may vary depending on

CONTRACTOR's hauling schedule and ground conditions.

**2.2** Material used in the repair of bituminous pavements may be acquired from local commercial sources. If a mixing table is required, the location shall be approved by the Forest Service. The bituminous mixture to be used by the CONTRACTOR shall be approved by the Forest Service. The CONTRACTOR's share of the quality of bituminous mixture used in the appraisal estimate will be shown on Road Maintenance Plan. However, CONTRACTOR's share of the work may vary depending on CONTRACTOR's hauling schedule, ground conditions, other traffic, etc.

**REQUIREMENTS:**

**3.1** Work under this specification shall be performed in a timely manner to reduce further deterioration of the Traveled Way.

**3.2** Soft spots on aggregate or native surfaces shall be repaired by placing the imported Surface Course on top of the soft spot. Layers of imported Material shall be placed until a firm surface is produced.

**3.3** Bituminous Pavement Repairs—The areas to receive bituminous pavement repairs will be marked on the road surface by the Forest Service just prior to CONTRACTOR performing the work.

**3.4** Potholes (deep patch)—Surface Course and Base Course Materials shall be excavated to a depth necessary to reach firm, suitable Material. The minimum depth of excavation shall be 2 inches and the maximum depth of excavation shall be to the top of the Subgrade.

The edges of the prepared hole shall be extended to form a vertical face in unfractured asphalt surfacing. The prepared hole shall generally be circular or rectangular in shape, dry, and cleaned of all loose Material.

Prepared potholes shall be patched or barricaded immediately.

The faces of the prepared hole shall be tacked with a slow-setting emulsified asphalt.

The bituminous mixture shall be placed in layers not exceeding a compacted depth of 2 inches. Each layer shall be compacted thoroughly with hand or mechanical tampers or rollers. Compaction shall not be done with equipment wheels.

Upon completion, the compacted patch in the pothole shall be flush, with a tolerance or approximately ¼ inch to ½ inch above the level of the adjacent pavement.

**3.5** Skin Patches—Bituminous mixture shall be distributed uniformly with feathered edges in layers not to exceed 2 inches compacted depth. When multiple layers are ordered, joints shall be offset at least 6 inches between layers.

Each layer shall be compacted by two passes with a 7 to 10-ton steel roller or comparable vibratory roller.

**3.6** Asphalt Berm—Damaged segments of Berm shall be removed, and the exposed ends beveled at approximately 45 degrees from vertical. The Berm foundation shall be cleaned and patched as necessary. The foundation and joining surfaces shall be coated with a slow-setting emulsified asphalt. Asphalt mix shall be placed and compacted to conform with the shape and alignment of the undamaged segment.

**3.7 Disposal**—All Materials removed from potholes, patches, and Berms shall be disposed of at disposal sites designated by the Forest Service.

**MEASUREMENT:**

**4.1** Surface repair for native roads will be measured by the Cubic Yard as determined by the average end area of the segments to be repaired. Surface repair for the aggregate surfaced roads will be determined by truck measure for material acceptably placed. Vehicles shall be loaded to at least their water level capacity.

**SPECIFICATION T-805 DRAINAGE STRUCTURES**

**DESCRIPTION:**

**1.1** This work consists of maintaining Drainage Structures and related items such as conveyor belt water deflectors, inlet and outlet channels, existing riprap, trash racks, and drop inlets.

**MATERIALS:**

**2.1** All Materials used in the maintenance of Drainage Structures shall conform by type and specification to the Material in the structure being maintained.

**REQUIREMENTS:**

**3.1** Drainage Structures and related items shall be cleared of all foreign Material which has been deposited above the bottom of the structure and all vegetative growth which interferes with the flow pattern. Material removed that cannot be incorporated into maintenance work shall be hauled to a disposal site designated by the Forest Service.

**3.2** If outlet or inlet riprap was installed by CONTRACTOR as a construction item or existed prior to CONTRACTOR's haul, it shall be maintained in good condition including the replacement of riprap if necessary to previous line, grade and cross-section.

**3.3** Perform maintenance to insure the proper functioning of the head walls, aprons, inlet assemblies, overside drains, riprap, trash racks, and other facilities related to the Drainage Structure.

**MEASUREMENT:**

**4.1** Culvert cleaning measurement will be the number of units of each culvert type. Cleaning of catch basins, outlet ditches, headwalls, riprap, and drop inlets shall be incidental to this item.

Drainage dip clearing measurement will be the number of dips completed and accepted. Lead-off ditch cleaning shall be incidental to this item.

**SPECIFICATION T-806 DUST ABATEMENT**

**DESCRIPTION:**

**1.1** This work consists of preparing Traveled Way and furnishing and applying Materials to abate dust.

**MATERIALS:**

**2.1** The roads requiring dust abatement, type of dust abatement Material to be used, the rates of application, and frequency of applications will be shown on Dust Abatement Plan. The Dust Abatement Plan may be changed by written Agreement.

**2.2** Water. The locations of Water Sources are shown on Contract Area Map.

**2.3** Dust abatement Materials shall meet the requirements of the following subsections of FP-14 Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects.

Emulsified Asphalt	702.02
Blotter Material	703.12
Magnesium or Calcium Chloride Brine	725.02
Calcium Chloride Flake	725.02
Lignin Sulfonate	725.02

**2.4** Testing of Materials. Certification of magnesium chloride, calcium chloride brine, calcium chloride flake, blotter material and lignin sulfonate will be provided by the manufacturer and approved by the Forest Service.

**REQUIREMENTS:**

**3.1** General. Dust abatement Materials shall be applied to the road surface as necessary to control road surface loss, provide for road user safety, and minimize damage to adjacent resources.

**3.2** Compaction. When the methods listed below specify compaction, Traveled Way shall be compacted by an 8 to 10 ton pneumatic, steel-wheeled or equivalent vibrating roller making 2 passes over the full Traveled Way and Shoulder width, unless compaction is not required on the Dust Abatement Plan.

**3.3** Preparation to Dust Abatement Materials Other Than Water. The following applies to all methods of preparation.

Bituminous residue shall be scarified and pulverized to produce loosened Material not exceeding 4 inches in greatest dimension.

Traveled Way shall be bladed in accordance with T-803.

Prior to applying DO-6BA, DO-6PA, or DO-8, the top 2 inches of Traveled Way shall contain not less than 80 percent nor more than 120 percent of optimum moisture as determined by AASHTO T-99, Method C. Prior to applying other bituminous Material, Traveled Way shall have a moisture content between 1 and 3 percent. If surface dusting prevents the bituminous Material from penetrating, a light application of water shall be applied just prior to applying the bituminous Material.

Lignin Sulfonate and magnesium chloride shall be applied when the top 1 inch of Traveled Way contains not less than 3 percent moisture, nor more than 120 percent of optimum moisture as determined by AASHTO T-99, Method C.

Moisture content will be determined in accordance with AASHTO T-217 OR T-239.

One or more of the following methods shall be used, as specified in the Dust Abatement Plan.

**Method 1:** Compact Traveled Way and apply the dust abatement Material.

**Method 2:** Develop a layer of loose Material approximately 1 inch in depth for the full width of Traveled Way. Apply the dust abatement Material to this loose Material and compact after penetration. If traffic makes maintenance of the loose Material difficult, 1 inch of the Material may be bladed into a windrow

along the Shoulder. The specified moisture content shall be maintained in the windrow and the top 1 inch of Traveled Way. The windrow shall be bladed to a uniform Material. When the dust abatement Material has penetrated, Traveled Way shall be compacted.

Method 3: Blade 1 inch of Material from Traveled Way into a windrow along the Shoulder. Maintain the specified moisture content in the windrow and the top inch of Traveled Way. Apply half the dust abatement Material. When the dust abatement Material has penetrated, the windrow shall be bladed to a uniform depth across dust abatement Traveled Way, and the remaining dust abatement Material shall be applied. Traveled Way shall be compacted.

Method 4: Develop a layer of loose Material approximately 2 inches in depth for the full width of Traveled Way. Apply half the dust abatement Material to the loose Material. Blade the top 2 inches into a windrow along the Shoulder. Apply the remaining dust abatement Material to Traveled Way and the Berm. Spread the Berm evenly across Traveled Way and compact.

**3.4** Preparation for Dust Abatement with Water. Traveled Way shall be prepared in accordance with Specification T-803 Surface Blading when required.

**3.5** Application Tolerance. Dust abatement Materials other than water shall be applied within 0.05 gallons per square yard of the rate specified.

**3.6** Mixing Requirements. DO-6BA, DO-6PA, and DO-8 shall be thoroughly circulated in the distributor within 1 hour of application.

**3.7** Weather Limitations. Dust abatement Materials shall not be applied when it is raining.

Bituminous Material shall be applied when the surface temperature of Traveled Way is 50 degrees Fahrenheit or higher.

Lignin sulfonate and magnesium chloride shall be applied when the atmospheric temperature is 40 degrees Fahrenheit or higher.

**3.8** Blotter Material. Blotter Material shall be spread in a sufficient quantity to prevent tire pickup.

## **D. FIRE PLAN**

### **Tulare County Phase I Hazard Tree Removal FIRE PLAN FOR SERVICE CONTRACTS ON PUBLIC LANDS**

#### **1. SCOPE:**

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

## **2. RESPONSIBILITIES:**

### **A. CONTRACTOR**

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

### **B. Forest Service**

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

## **3. DEFINITIONS:**

The following definitions shall apply:

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

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

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

## **4. TOOLS AND EQUIPMENT:**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **5. GENERAL**

**A. State, Federal, and Local Laws:** In addition to the requirements in this Fire Plan, the CONTRACTOR shall comply with all applicable state, federal, and local laws of the State of California. In particular, see California Public Resource Codes.

**B. Permits Required:** The CONTRACTOR must secure a special written permit from the District Ranger or designated representative before burning, welding or cutting metal or starting any warming fires. If contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.

- C. Blasting:** CONTRACTOR shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a Fire Patrolperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.
- D. Smoking:** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, the Contracting Officer may approve special areas to be used for smoking. The CONTRACTOR shall sign designated smoking areas. CONTRACTOR shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. CONTRACTOR's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- E. Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.
- F. Reporting Fires:** As soon as feasible but no later than 15 minutes after initial discovery, CONTRACTOR shall notify Forest Service of any fires on Contract Area or along roads used by CONTRACTOR. CONTRACTOR's employees shall report all fires as soon as possible to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	<b>Name</b>	<b>Office Address</b>	<b>Office telephone</b>
<b>Dispatch Center</b>	Porterville Dispatch	220 East Morton Avenue Porterville, CA 93257	(559) 782-3120 x701
<b>Nearest FS Station</b>	Springville Station	36083 CA-190 Springville, CA 93265	(559) 539-2626
Nearest Ranger District	Western Divide Ranger District	32588 Highway 190, Springville, CA 93265	(559) 539-2607
Project Forester	Jerry Sharp		(707) 280-8067
COR	Jeremy Ellis		(760) 977-6102
District Ranger	Acting		(760) 376-3781 x610

**When reporting a fire, provide the following information:**

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

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

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

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

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

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

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

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

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

## 6. EMERGENCY PRECAUTIONS

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

**Fire Danger Rating Area/Fire Weather Station for Project** [Peppermint](#)

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

**Phone Number or Website to obtain Predicted Activity Levels:** [760-376-3781 option 3](#)

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

**PROJECT ACTIVITY LEVEL**

<b>Level</b>	<b><i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i></b>
<b>A</b>	Minimum requirements noted above in Sections 4 and 5.
<b>B</b>	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
<b>C</b>	1. When Hot Saws or Masticators are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire patrol is required for two hours.
<b>D</b>	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.
<b>Ev</b>	1. The following activities may operate all day: <ul style="list-style-type: none"> <li>a) Loading and hauling logs decked at approved landings.</li> <li>b) Loading and hauling chips stockpiled at approved landings.</li> <li>c) Servicing equipment at approved sites.</li> <li>d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development).</li> <li>e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings.</li> </ul> 2. Hot Saws or Masticators may operate until 1:00 PM; provided that: <ul style="list-style-type: none"> <li>a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator.</li> <li>b) Any additional restrictions specified by the Forest.</li> </ul> 3. All other conventional Mechanical Operations are permitted until 1:00 PM. 4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are: <ul style="list-style-type: none"> <li>• Rubber Tire Skidding</li> <li>• Chipping on Landings</li> <li>• Helicopter Yarding</li> <li>• Fire Salvage</li> </ul>

	<p>When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of CONTRACTOR's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).</p>
<b>E</b>	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"><li>1. Loading and hauling logs decked at approved landings.</li><li>2. Loading and hauling chips stockpiled at approved landings.</li><li>3. Servicing Equipment at approved sites.</li><li>4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development).</li><li>5. Chainsaw operation associated with loading at approved landings. All other activities are prohibited.</li></ol>

*[Left Intentionally Blank]*

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

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

Project Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

CONTRACTOR Name: \_\_\_\_\_

Request #\_, for period: \_\_\_\_\_

Units/Subdivisions Affected: \_\_\_\_\_

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



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HAZARD MITIGATION PROJECT FOR PHASE I HAZARD TREE REMOVAL

Proximity of high value resources	
Sensitivity of location	
<b>Proposed Actions:</b>	
<b>Description of Mitigation Measures: Remarks:</b>	

\_\_\_\_\_ Date

Fire Management Officer Concurrence

\_\_\_\_\_ Date

Line Officer Approval

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

\_\_\_\_\_ Date

Contracting Officer

\_\_\_\_\_ Date

CONTRACTOR Representative

## EXHIBIT F - Campaign Contribution Disclosure Information And Form

All Respondents (potential contractors) must complete and submit with their proposal, the Campaign Contribution Disclosure Form. See below, attached with instructions, information, and a disclosure form that must be signed and returned. For additional information, please refer to:

Government Code section 84308

[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=GOV&sectionNum=84308](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=84308)

FPPC Regulations 18438.1 through 18438.8

<https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I76245C705A0A11EC8227000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=%20ata=%28sc.Default%29&contextData=%28sc.Default%29>

### COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of any proceeding involving a license/permit, or other entitlement for use, including most contracts and franchises pending before the Board of Supervisors ("Board") of the County of Tulare or any of its affiliated agencies.

#### IMPORTANT NOTICE

Government Code section 84308 (also known as the "Levine Act") contains requirements that are summarized generally as follows:

A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official or alternate who may participate in your proceeding may solicit or accept a campaign contribution of more than \$250 from you during this period.

B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint

venturer(s),and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.

C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.

D. If you or your agent have in the aggregate contributed more than \$250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a Party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, ,trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts),and all franchises.

2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents" for purposes of these rules.

3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated with contributions to the first Board member but are aggregated as to each Board member or other County officer who may participate in your proceeding.

4. A list of the Board of Supervisors members and other County officials is listed below.

Board of Supervisors:

Larry Micari, Supervisor, First District

Pete Vander Poel, Supervisor, Second District

Amy Shuklian, Supervisor, Third District

Eddie Valero, Supervisor, Fourth District

Dennis Townsend, Supervisor, Fifth District

Elected County Officers:

Tara K. Freitas, Assessor/Clerk-Recorder

Cass Cook, Auditor-Controller/Treasurer-Tax Collector

Timothy Ward, District Attorney

Michael Boudreaux, Sheriff-Coroner

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.

**COUNTY OF TULARE - CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Application or Solicitation Number: \_\_\_\_\_

Application or Solicitation Title: \_\_\_\_\_

Was a campaign contribution, regardless of the dollar amount, made to any member of the Tulare County Board of Supervisors or to any County Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

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

**If no**, please sign and date below.

**If yes**, please provide the following information:

Applicant's Name: \_\_\_\_\_

Contributor or Contributor Firm's Name: \_\_\_\_\_

Contributor or Contributor Firm's Address: \_\_\_\_\_

Is the Contributor: *(check applicable boxes)*

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| <input type="checkbox"/> The Applicant                      | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <input type="checkbox"/> Subcontractor                      | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <input type="checkbox"/> The Applicant's agent/ or lobbyist | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

**Note:** Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_ Date(s) of Contribution(s) \_\_\_\_\_

Amount(s): \_\_\_\_\_

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the

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approval, renewal, or extension of the requested license, permit, or entitlement to use.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Applicant

\_\_\_\_\_

Print Firm Name if applicable

\_\_\_\_\_

Print Name of Applicant

**This Form Must Be Completed & Returned with Proposal**

**EXHIBIT G – Contractor and Grantee Compliance with Economic Sanctions Imposed in  
Response to Russia’s Actions in Ukraine**



**ATTENTION ALL COUNTY OF TULARE  
CONTRACTORS AND GRANTEES**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

The EO directs all agencies and departments that are subject to the Governor’s authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

As a reminder, agreements with the County of Tulare include portions which require compliance with all local, state, and federal laws and directives which includes Executive Orders such as the EO discussed here. The EO may not apply to or effect your agreement with the County. Please reach out to our department in order to seek clarification should you have any questions.

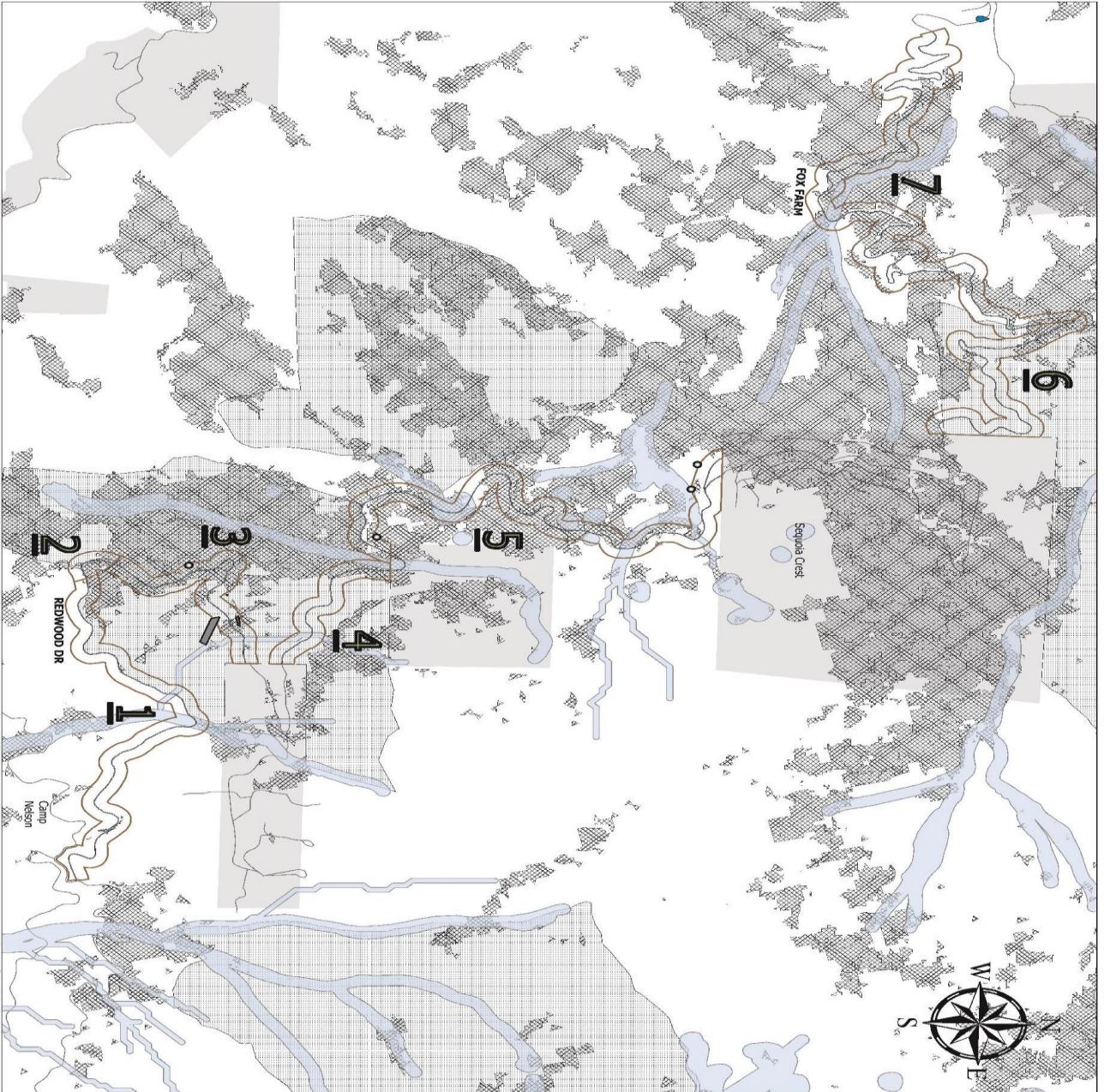
Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

## Project Map – Exhibit H

### Tulare County Hazard Tree Removal Project Phase 1 Contract Map

Unit	Acres
1	85
2 (Hand)	8
3	44
4	31
5	100
6	55
7	137
<b>Total Ac</b>	<b>460</b>

- Legend**
- Tulare County HT Roads
  - Tulare County Roads
  - Treatment Unit Boundary
  - CA Highway 190
  - SPOW LOP 3/1 - 8/15
  - Fisher LOP - Ends 6/30
  - Stream Management Zone
  - AvoidancePoint
  - AvoidancePolygon
  - Water Drafting Site



Created By: Jed Brooks  
 Registered Professional Forester Lic. #3201  
 Updated: 12/09/2024



**Exhibit I – Additional Terms & Conditions for Federally Funded**

**COUNTY OF TULARE**  
**ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY FUNDED CONTRACTS**  
**For Awards Issued on or After November 12, 2020.**  
**(Form revision approved September 2022)**

**FEDERALLY-FUNDED AGREEMENTS.** COUNTY will be paying for the goods or services to be provided under this Agreement, in whole, or in part, with Federal grant funds, so the following additional terms and conditions will apply to this Agreement, if applicable as noted:

**(1) Equal Employment Opportunity (FOR CONSTRUCTION WORK)** Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows: (1) 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 shall 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, sexual orientation, gender identity, 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 shall 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 Agreement 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 may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, 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 COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY 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.

The COUNTY 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

**COUNTY OF TULARE**  
**ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY FUNDED CONTRACTS**  
**For Awards Issued on or After November 12, 2020.**  
**(Form revision approved September 2022)**

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 COUNTY 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 COUNTY 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 this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR and each of its subcontractors shall include the equal opportunity clause in each of its subcontracts.

**(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). (FOR CONSTRUCTION WORK).** If this Agreement involves payment for construction services in excess of \$2,000, then the CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, the CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the CONTRACTOR is required to pay wages not less than once a week. The COUNTY must provide CONTRACTOR with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The CONTRACTOR’S execution of the subject Agreement constitutes the CONTRACTOR’S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

**(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145). (FOR CONSTRUCTION WORK GREATER THAN \$2000).** CONTRACTOR must comply with the Copeland “Anti- Kick- back” Act (40 U.S.C. 3145), 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”). Under the Copeland “Anti- Kickback” Act, the CONTRACTOR and all subcontractors are 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 or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

**(4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). (FOR AGREEMENTS >\$100,000 THAT USE MECHANICS OR LABORERS).** If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the CONTRACTOR must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the CONTRACTOR is 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 a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(5) Rights to Inventions Made Under a Contract or Agreement (FOR FUNDING AGREEMENTS FOR EXPERIMENTAL, DEVELOPMENTAL OR RESEARCH WORK).** If the Federal award supporting payments for services under this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” then the COUNTY and the CONTRACTOR recipient or subrecipient must comply with the requirements of 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

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the awarding agency.

**(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended (FOR AGREEMENTS >\$150,000).** If this Agreement involves payments for services in excess of \$150,000, then the CONTRACTOR must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(7) Debarment and Suspension (Executive Orders 12549 and 12689) (FOR ALL AGREEMENTS >\$25,000).** By execution of this Agreement, CONTRACTOR certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

**(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (FOR ALL AGREEMENTS >\$100,000).** If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the CONTRACTOR certifies to the COUNTY that it will not and has not used Federally-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. The CONTRACTOR must also disclose to the COUNTY in writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**(9) Procurement of recovered materials (FOR AGREEMENTS >\$10,000 FOR CONTRACTORS WHO MUST COMPLY WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT).** Pursuant to 2 CFR § 200.323, the COUNTY and the CONTRACTOR must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the

highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**(10) Records Retention and Access (ALL AGREEMENTS).** Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

**(A) Retention requirements for records.** CONTRACTOR must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the CONTRACTOR is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the CONTRACTOR.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of

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performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the CON-TRACTOR'S fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

**(B) Methods for collection, transmission, and storage of information.** In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the CONTRACTOR should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the CONTRACTOR upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the

use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

**(C) Access to records.**

(a) Records of CONTRACTOR. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the CONTRACTOR which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents.

(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the CONTRACTOR and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon CONTRACTOR.

**(11) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (ALL AGREEMENTS WITH FUNDS AWARDED ON OR AFTER NOVEMBER 12, 2020)** CONTRACTOR must comply with 2 CFR § 200.216, the prohibition of obligating or expending loan or grant funds to procure or obtain, enter into a contract to procure or obtain certain equipment, services or systems that uses "covered telecommunications equipment" as defined in 2

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CFR §200.216 (3), or services as a substantial or essential component of any system.

**(12) Domestic Preferences For Procurement (ALL AGREEMENTS WITH FUNDS AWARDED ON OR AFTER NOVEMBER 12, 2020)** Pursuant to 2 CFR § 200.322, CONTRACTOR shall, as appropriate and to the extent consistent with law, 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).

**(13) Use Of DHS Seal, Logo, And Flags. (ALL AGREEMENTS)** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

**(14) Compliance With Federal Law, Regulations and Executive Orders (ALL AGREEMENTS).** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives

**(15) No Obligation by Federal Government. (ALL AGREEMENTS).** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**(16) Program Fraud and False or Fraudulent Statements or Related Acts. (ALL AGREEMENTS).** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**(17) Affirmative Socioeconomic Steps. (ALL AGREEMENTS)** If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**(18) License and Delivery of Works Subject to Copyright and Data Rights (ALL AGREEMENTS INVOLVING CREATION OF COPYRIGHTABLE MATERIAL)** The Contractor grants to the COUNTY OF TULARE, a paid-up, royalty-free, nonexclusive,

irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the COUNTY OF TULARE or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the COUNTY OF TULARE data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the COUNTY OF TULARE.