

**Request for Proposals**  
**Liberty Utilities Hand Thin Project**  
**Lake Tahoe Basin Management Unit, CA**

**Background and Statement of Work:** The National Forest Foundation (NFF) and the USDA Forest Service are working together to protect and restore the Lake Tahoe Basin Management Unit. Since 2020, the NFF and Lake Tahoe Basin Management Unit (LTBMU) have collaborated with Liberty Utilities on several powerline resilience corridor projects including the Liberty Utilities Hand Thin Project. The project will improve wildfire resiliency on forests adjacent to Liberty Utilities infrastructure by reducing overstocked vegetation and ground fuel accumulation along the utility corridor.

The Liberty Utilities Hand Thin Project (Liberty HT Project) is located in the Lake Tahoe Basin Management Unit and takes place along Liberty Utilities transmission lines around the communities of South Lake Tahoe, South Meyers, and Fallen Leaf Lake. The general location is in Eastern El Dorado County, California, spanning along Highway 89 from Fallen Leaf Lake, east along Pioneer Trail Road in the Town of South Lake Tahoe, and south past the town of Meyers, CA.

Project work will occur on 207 acres in Zones 1 and 2 (extending up to 175' on each side of the power line) of Liberty Utility infrastructure. Technical felling related to powerline infrastructure in Zone 1 and 2 will be performed by Liberty Utilities. The project will improve stand conditions by thinning green trees up to 14" DBH and snags up to 20" DBH. Cut and existing ground fuel material will then be piled and covered by wax paper.

**Information Requested**

If interested in submitting a bid for this project, please provide a proposal for the above statement of work by providing:

- technical approach
- work experience
- cost
- capacity for this project
- experience in similar projects

Specific requirements are detailed below.

## I. PROJECT OVERVIEW AND REQUIREMENTS

### General Specifications

- (a) Description of Work – This Request for Proposals is for restoration services related to Hand thinning and hand piling green trees, snags, and existing ground fuels including the following:

**1A. Zone 1 Thinning Treatment:** Hand cut vegetation including shrubs  $\geq 18$ " high with potential to grow into utility infrastructure

**1B. Zone 2 Thinning Treatment:** Hand cut green conifer trees up to 14" DBH and snags up to 20" DBH

**2A. Zone 1 Fuels Treatment:** Buck green bole wood material up to 14" diameter (DIA), slash, and concentrations of downed fuels up to 20" DIA. All bucked material will be removed from Zone 1 and piled in Zone 2

**2B. Zone 2 Fuels Treatment:** Buck, pile and paper cover piles. Cut and pile green bole wood up to 14" in diameter, slash and concentrations of downed fuel up to 20" in diameter.

**Optional Item 4:** Fuels Treatment: Unit 3027 Chip and haul material up to 14" DBH within 100 feet of access to chipper on 1.7 acres

The Contractor shall identify what they can supply in terms of materials, labor, equipment, supplies, supervision, quality control, and incidentals required to complete the work described. The Contractor shall perform all work in a safe and conscientious manner.

- (a) Project Location – The Liberty HT Project is located along Pioneer Trail Rd in South Lake Tahoe, south of the town of Meyers along South Upper Truckee Rd, in Christmas Valley, around Fallen Leaf Lake located northwest of South Lake Tahoe, and up the West Shore of Lake Tahoe. All project locations are within Eastern El Dorado County California.
- (b) Work Schedule – Work will commence in Spring 2025 as soon as conditions allow and will be completed no later than December 15, 2025. Anticipate delays for Limited Operating Periods and Project Activity Level (PAL) days where limited work is allowed due to fire restrictions.

### Other Project Requirements and Specifications

- (a) Utilities – In many locations there will be no or limited sanitation, water, electrical or housing services available. The Contractor shall make its own arrangements for temporary facilities if needed.
- (b) Specifications – Project work shall be accomplished in accordance with the following:
- APPENDIX A – Omitted
  - APPENDIX B – Federal Flowdowns
  - APPENDIX C – Sale Area Map
  - APPENDIX D – Omitted

- APPENDIX E – Schedule of Items and Specifications (Service Work)
- APPENDIX F – Omitted
- APPENDIX G – Guidelines for Operations
- APPENDIX H – Fire Plan

### **Insurance Requirements**

Upon selection of the winning bid, the Contractor agrees that it has and shall maintain the following insurance coverage indicated below. The effective date of all coverage shall precede the start of any work.

- a. State minimum workers' compensation insurance coverage for its employees, if any.
- b. Broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$1,000,000 for bodily injury, death, or damage to property of any person and \$2,000,000 for bodily injury, death, or damage to property of more than one person. The Contractor shall name NFF an Additional Named Insured and provide NFF with a certificate of insurance evidencing such coverages, prior to the initiation of the Scope of Services.
- c. If the Scope of Services includes professional services as identified herein, Contractor shall also provide professional errors and omissions liability insurance. Professional services for purposes of this section include, but are not limited to performing architecture, engineering, landscape architecture, land surveying or planning, preparation and signing or stamping of drawings, maps, surveys or construction specifications, or design and development of computer software, programs or websites by the Contractor or by subcontractors on behalf of the Contractor, for which professional liability insurance would typically be required. The minimum coverage limits required are \$1,000,000 for each claim and \$1,000,000 annual aggregate.

### **Prohibited Telecommunications Services and Equipment**

If required, the Contractor is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216.

### **Payment/Performance Security**

Contractor shall post cash, a letter of credit, bond, or other financial security that is easily convertible into cash in a form acceptable to the NFF, in its sole determination, to assure completion of the work required under any subsequent agreement and payment of all amounts lawfully due to all persons supplying or furnishing to the Contractor or Contractor's subcontractors with labor, laborers, materials, rental machinery, tools or equipment used or to perform the work. Contractor may incorporate required associated costs into mobilization costs or other approved expenses.

- a. Work that is classified as construction in accordance with the Miller Act or Little Miller Act or if required per conditions of the funding source, payment and performance bonding will be required in the full amount of any Agreement. For the purposes of this Request for Proposal, construction is defined as "any contract greater than \$100,000 for the construction, alteration, or repair of any public building or public work where the federal government is the owner", or

- b. If Contractor is not self-performing at least 85% of the total contract value or if the cost of materials is in excess of the larger of \$100,000 or 50% of the contract total, payment and performance bonding will be required in the full amount of the agreement, or
- c. If the value of the agreement is in excess of \$250,000, Contractor will be required to post financial security in a form acceptable to the NFF in the amount of 5% of the total agreement value up to \$250,000 in total financial security.

**Federal Exclusion Verification**

The selected Contractor will be required to affirm that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**Federal Flowdown Provisions**

Flowdown Requirements: Any Agreement associated with this RFP may be subject to flowdown requirements under associated federal or state funding agreements, which are included and made part of by this reference.

**II. REQUIRED COMPONENTS**

**Technical Proposal**

Please provide a detailed technical approach to the work.

**Contractor Qualifications**

- I. Past Experience – Please provide a brief explanation of previous work experience with land management agencies.
- II. References – Please provide three professional references that can speak to past performance.

**Pricing Schedule**

Contractor shall price work according to the schedule below.

	<b>Task/Item</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
(a)	Zone 1 Thinning Treatment: Hand cut vegetation including shrubs	16.2 Acres		
(b)	Zone 2 Thinning Treatment: Hand cut trees up to 14" DBH and snags up to 20" DBH	190.8 Acres		
(c)	Zone 1 Fuels Treatment: Buck and remove from Zone 1, Pile in Zone 2	16.2 Acres		
(d)	Zone 2 Fuels Treatment: Buck, pile and paper cover piles	190.8 Acres		
(e)	<b>Optional Item:</b> Fuels Treatment: Chip and Haul Unit 3027	1.7 acres		
			<b>Total Bid</b>	

### III. SUBMISSION, EVALUATION, AND CONTACTS

#### Contractor Selection Process

This is a request for proposals only and bids furnished are not offers from the National Forest Foundation. This request does not commit the National Forest Foundation to pay any costs incurred in the preparation or submission of the proposal or to contract for supplies or services.

The NFF will use the Evaluation Factors below to review each submitted bid. Based on the outcomes of that selection process, the NFF will notify successful and unsuccessful bidders by October 25, 2024 and will prepare a separate contract document.

#### Evaluation Factors and Relative Importance

The following criteria will be used in the evaluation of submitted proposals, ordered from highest weighting (level 3) to lowest weighting (level 1).

##### Level 3 Criteria

- Price / cost
- Technical proposal / proposed approach to project
- Equipment and contractor capability
- Timing of when contractor can begin and/or finish the project

##### Level 2 Criteria

- Overall strategic benefits to meeting NFF goals and grant needs, requirements, and timelines
- Past performance, references, and USFS feedback

##### Level 1 Criteria

- Benefits to the local community
- Relationship to local community

#### Point of Contact

Please submit any questions about the project in writing to the Point of Contact.

Mila Bock  
National Forest Foundation California Program Coordinator, Tahoe Area  
mbock@nationalforests.org

Responses will be shared with known interested parties by email or otherwise posted at <https://www.nationalforests.org/rfp>.

#### Bid Submission

Submit bids via email to [mbock@nationalforests.org](mailto:mbock@nationalforests.org) by October 18, 2024. Please Cc Heidi Goodrich [hgoodrich@nationalforests.org](mailto:hgoodrich@nationalforests.org)

#### Equal Opportunity Provider

In accordance with Federal law and U.S. Department of Agriculture policy, the National Forest Foundation is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability.

## Appendix B

**NFF Funding Code: 1596050**

**NFF Funding Name: SPA Liberty Utilities Resilience Corridors**

**Funder Agreement ID: 23-SA-11051900-006**

### Flowdown Provisions

#### **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.**

Award Recipient or Contractor shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

#### **COPYRIGHTING.**

Award Recipient or Contractor is granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement. No original text or graphics produced and submitted by the U.S. Forest Service must be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by Award Recipient or Contractor under this agreement.
- Any right of copyright to which Award Recipient or Contractor purchase(s) ownership with any Federal contributions.

## **Questions and Answers for Implementation and Oversight**

### Liberty Hand Thin Project

#### **Updates and Clarifications:**

1. Bid Table Changes: Due to the complexities in Unit 3027, we are asking interested parties to provide a bid on a new optional item to chip and haul this unit rather than pile cut material. An updated bid sheet can be found attached to this email and posted on our website.

#### **Questions and Answers:**

**Q.** Piling specifications indicate piling green trees up to 14" and dead and down to 20" in diameter, this seems large. Would you consider adjusting the size?

**A.** Piling specifications will not be adjusted. These dimensions were chosen to meet the objectives of the project. The expectation is to meet these specifications to the extent possible, but we recognize that there will be some instances where moving large material over long distances on steep terrain is not feasible or safe. In these cases, we would ask the contractor to move as much as possible, but not expect everything up to 20" to be moved.

**Q.** What is the minimum material size required to be piled?

**A.** Minimum material size is 1" in diameter and 3' in length.

**Q.** Is limbing a component of the project?

**A.** No, and this shouldn't be necessary for constructing piles. Piles should be built at least 10' from a residual tree and at minimum outside of the drip line of residual trees.

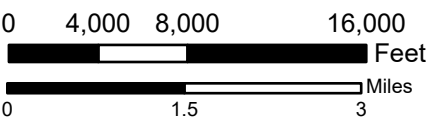
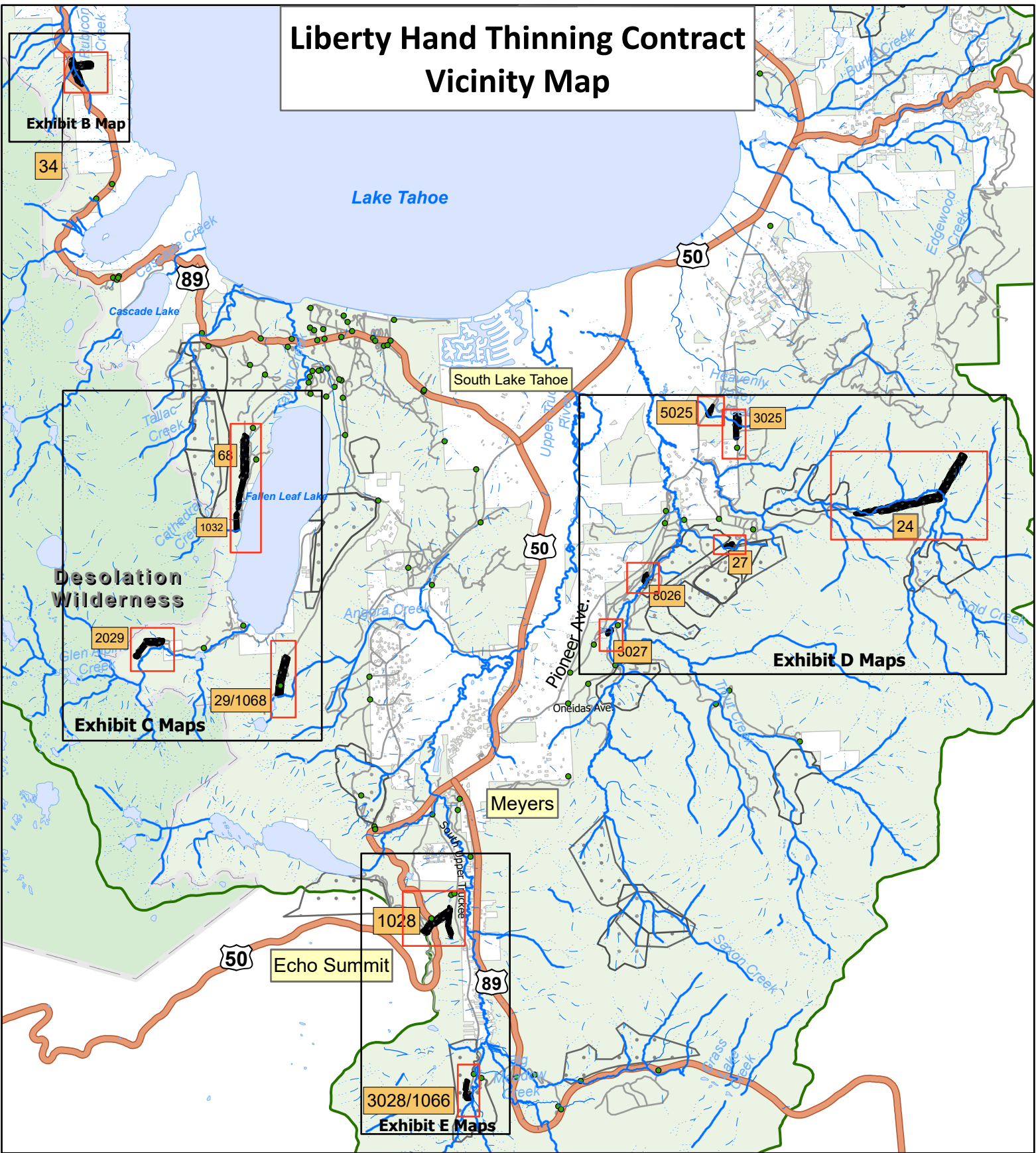
**Q.** How far should piles be constructed from residual downed logs?

**A.** Piles should be built at least 1 foot away from residual downed logs.

**Q.** Is brushing a component of the project?

**A.** Cutting brush greater than 18 inches tall will be required in Zone 1 if it occurs within 10 feet of a power pole or guy wire. Cutting brush is also required as needed to create a three-foot buffer around piles being built in brushy areas.

# Liberty Hand Thinning Contract Vicinity Map













The Forest Service uses the most current and complete data available. GIS data and product accuracy may vary. They may be developed from sources of differing accuracy; accurate only at certain scales; based on modeling or interpretation; incomplete while being created or revised; etc. Using GIS products for purposes other than those for which they were created, may yield inaccurate or misleading results. The Forest Service reserves the right to correct, update, modify or replace GIS products without notification.

For more information, contact: Lake Tahoe Basin Management Unit  
35 College Drive, South Lake Tahoe CA 96150  
(530) 543.2600 (530) 541.4036 TTY



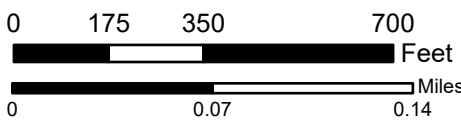
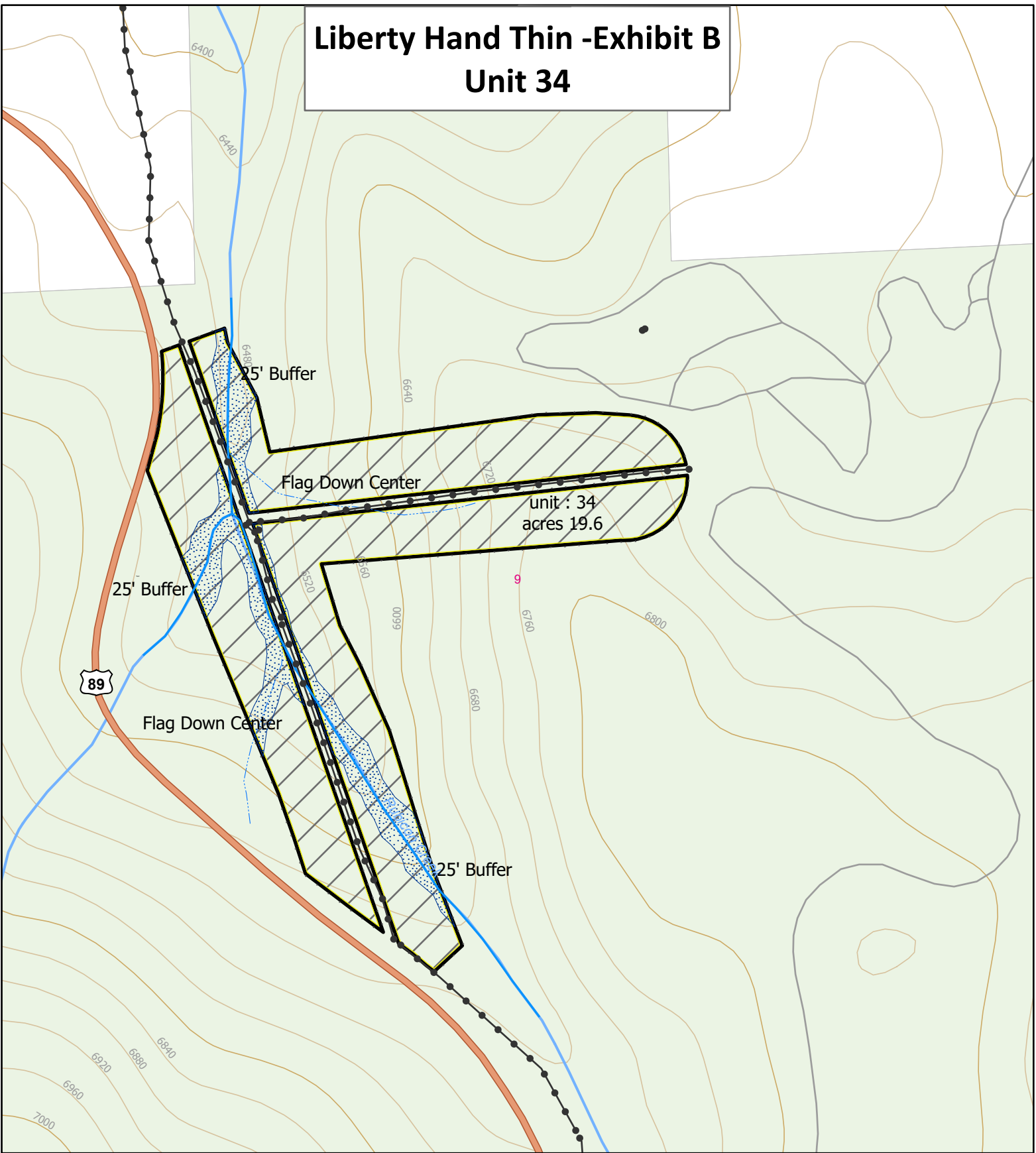
**Exhibit A Vicinity**

Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate

-  Project Area
-  PAC LOP Area
-  National Forest
-  Perennial
-  Other Ownership
-  Highways
-  Gates
-  NFS Road
-  Local Roads
-  NFS Road - paved



# Liberty Hand Thin - Exhibit B Unit 34



## Exhibit B Unit 34

Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate

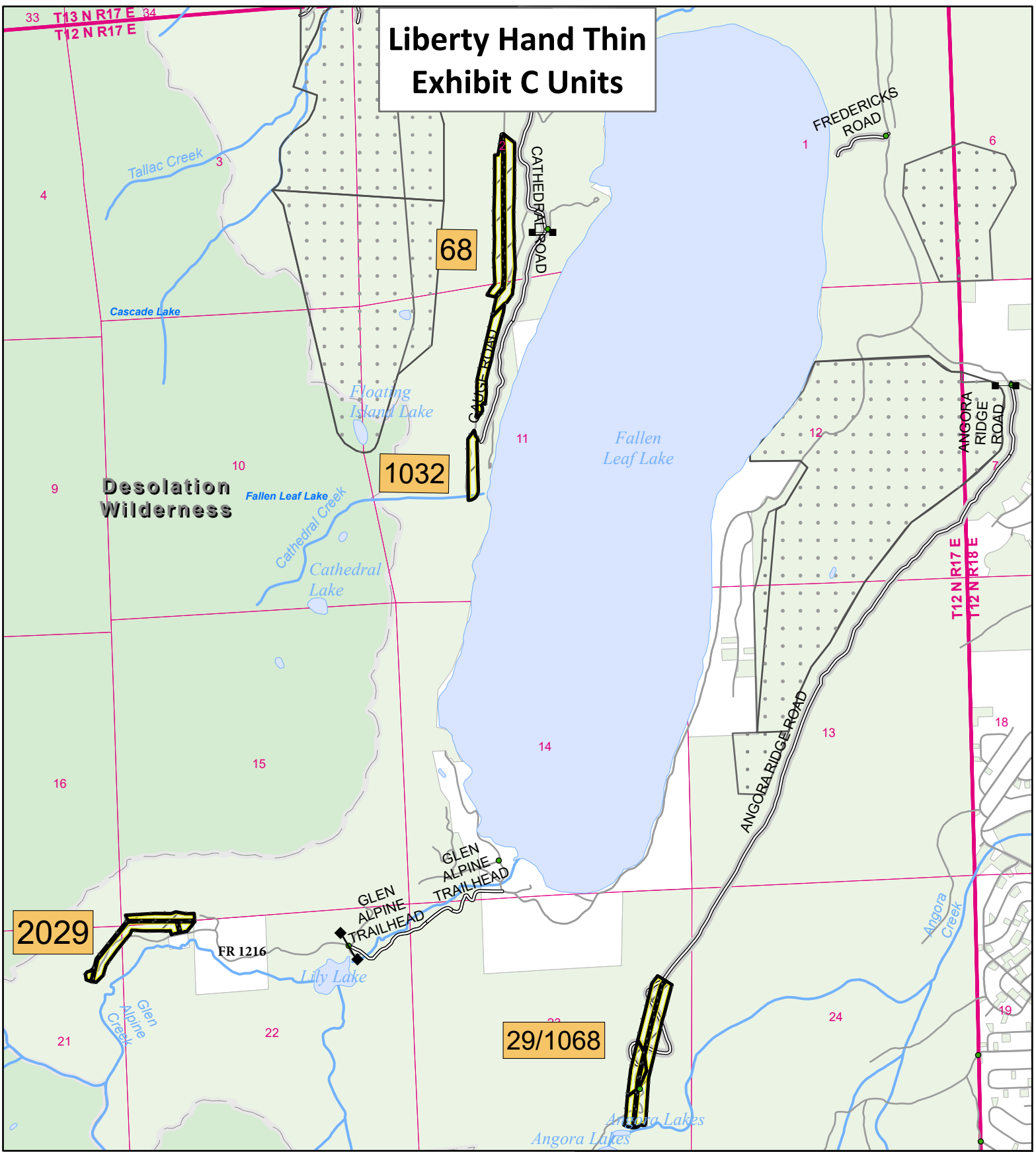


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- Project Area
- National Forest
- Other Ownership
- NFS Road
- Local Roads
- Powerline
- Perennial
- Intermittent
- Ephemeral
- SEZ Veg
- Highways
- NFS Road - paved

# Liberty Hand Thin Exhibit C Units



## Exhibit C Units

Fuel Model: G. Weather Station: Lake Baron  
 Landlines are approximate

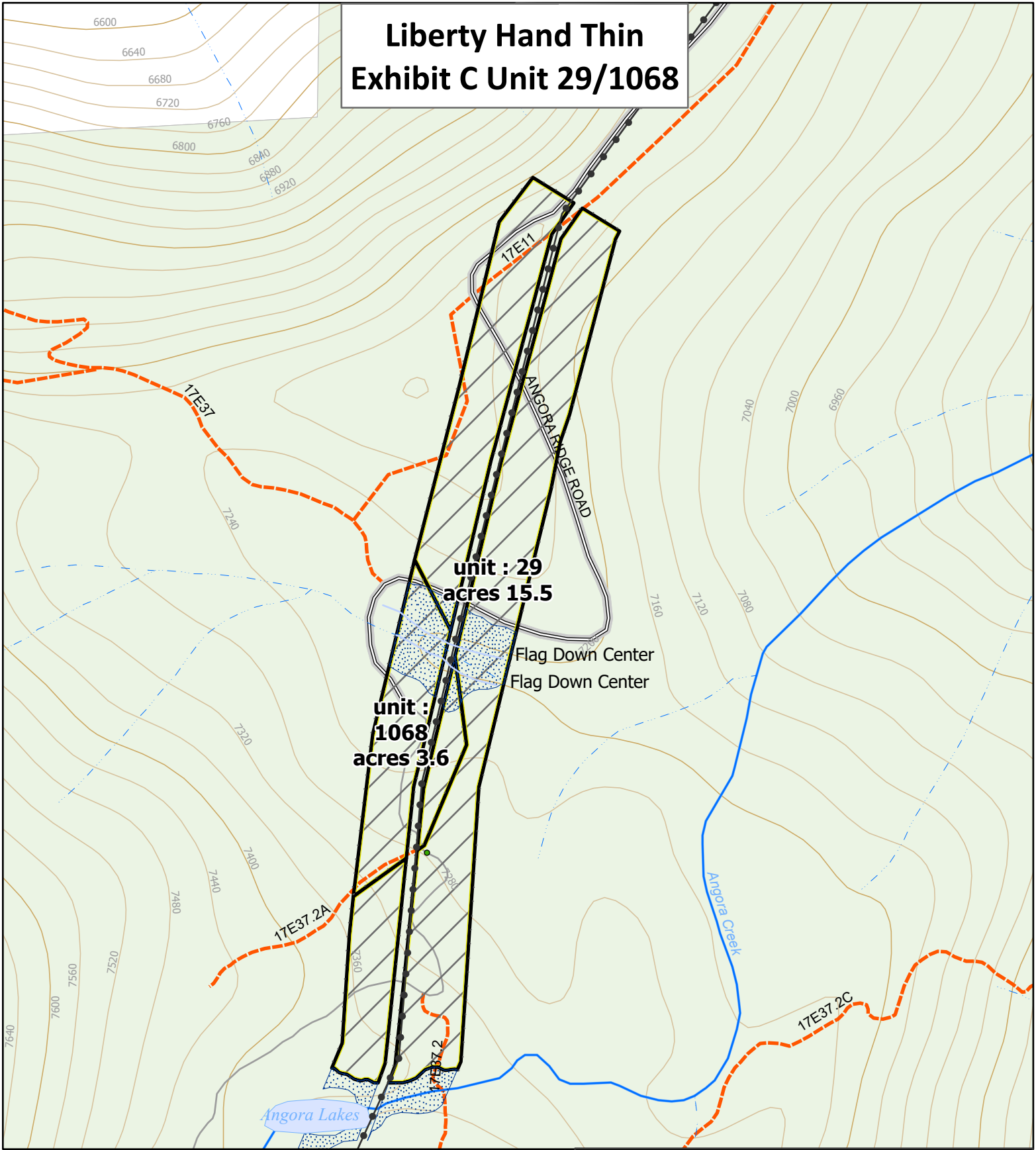
- Project Area
- National Forest
- Other Ownership
- Gates
- Local Roads
- PAC LOP Area
- Perennial
- Highways
- NFS Road
- NFS Road - paved



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# Liberty Hand Thin Exhibit C Unit 29/1068



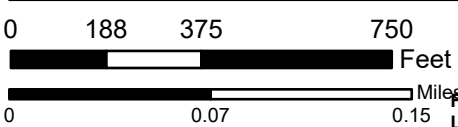
**unit : 29**  
**acres 15.5**

**unit : 1068**  
**acres 3.6**

Flag Down Center  
Flag Down Center

Angora Lakes

Angora Creek



**Exhibit C**  
**Unit 29/1068**  
Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate

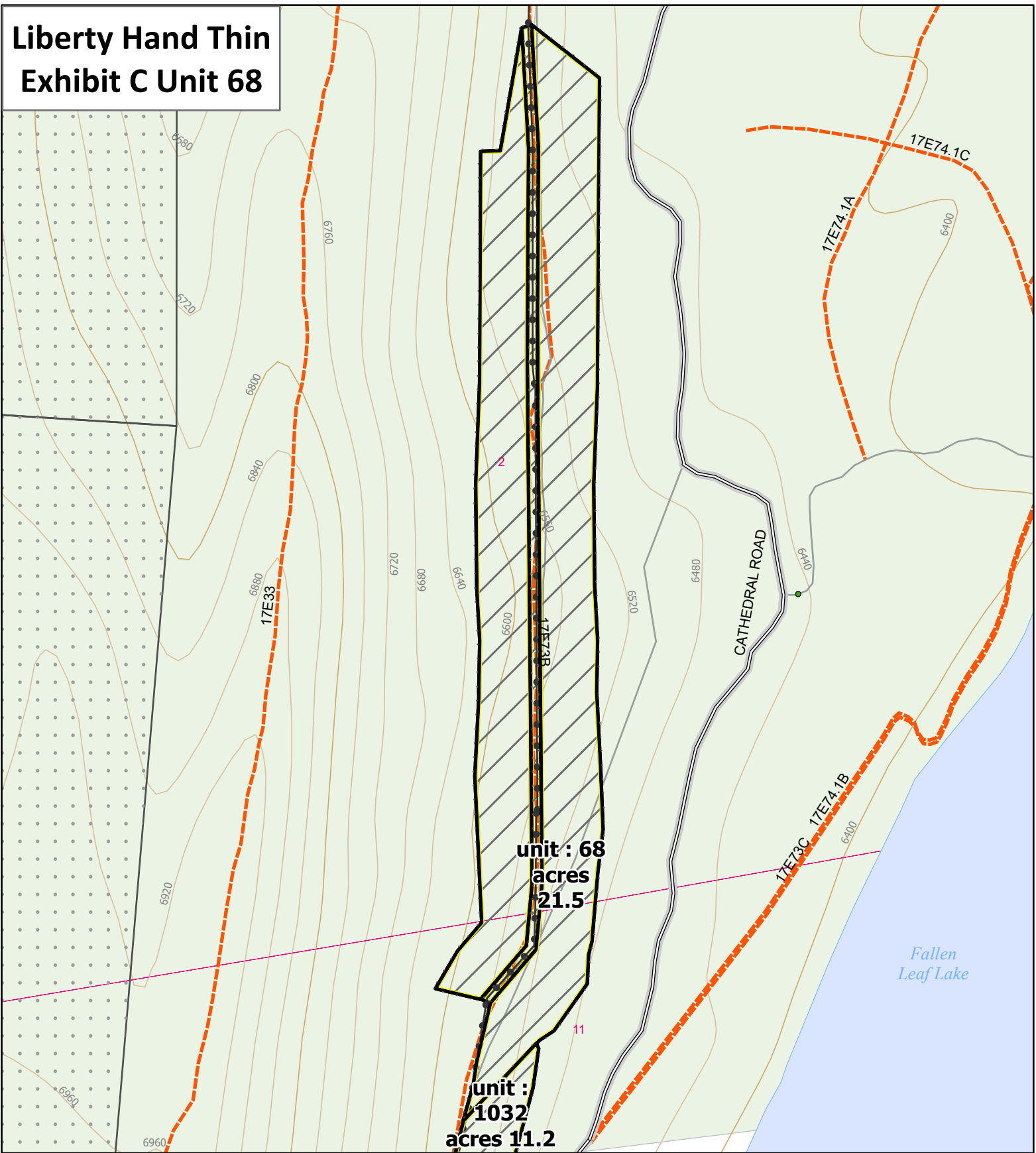


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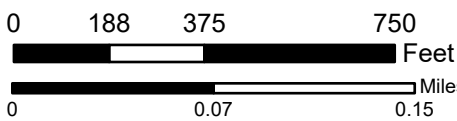
	Project Area		PAC LOP Area
	National Forest		Perennial
	Other Ownership		Intermittent
	Gates		Ephemeral
	Local Roads		SEZ Veg
	Highways		Powerline
	Trail		NFS Road

# Liberty Hand Thin Exhibit C Unit 68



**unit : 68**  
**acres**  
**21.5**

**unit :**  
**1032**  
**acres**  
**11.2**



## Exhibit C Unit 68

Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate



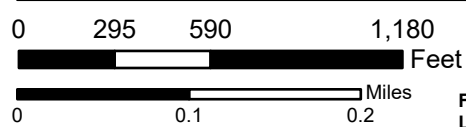
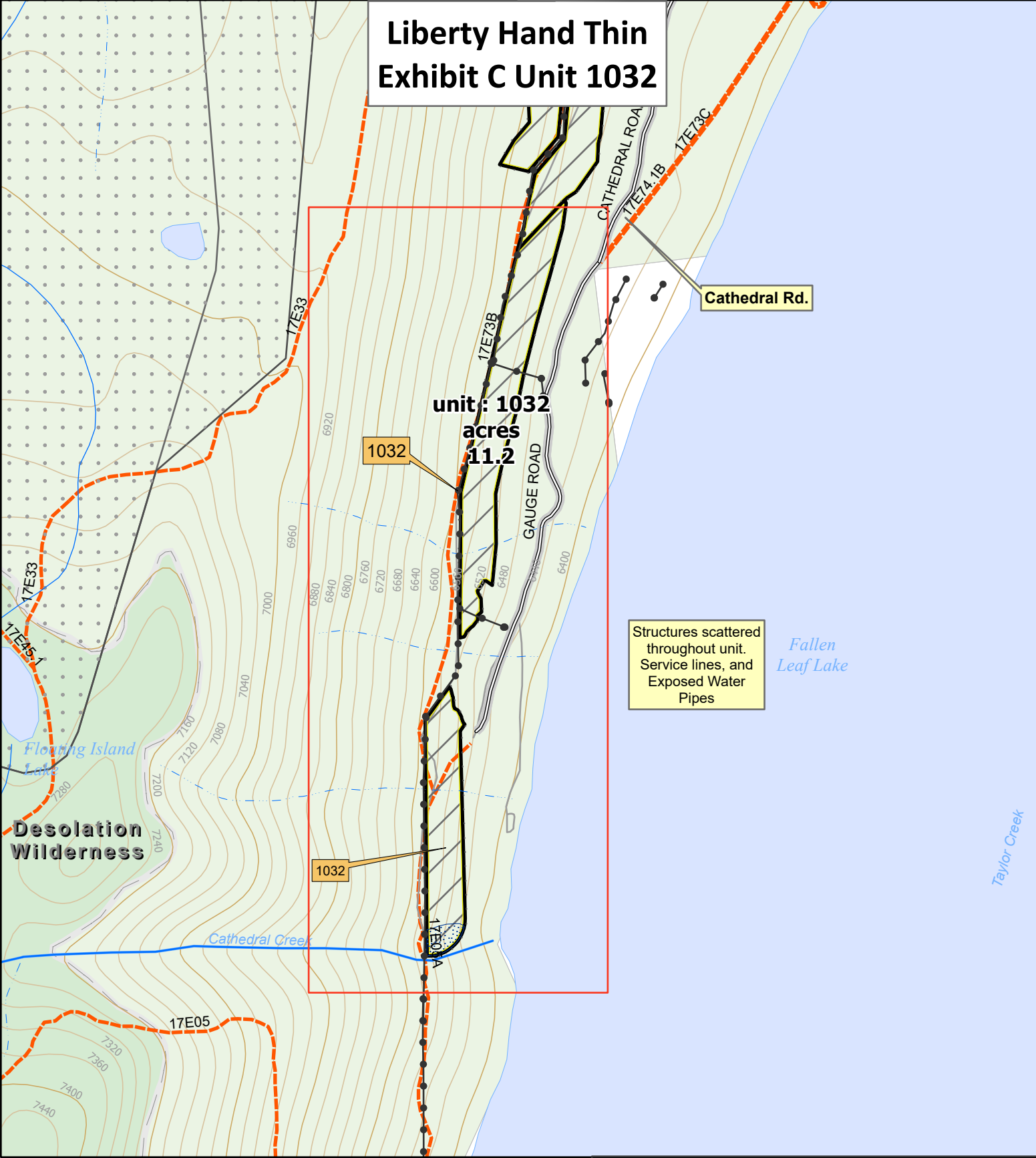
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	Project Area		PAC LOP Area
	National Forest		Perennial
	Other Ownership		Intermittent
	Gates		Ephemeral
	Local Roads		SEZ Veg
	Highways		Powerline
			Trail
			NFS Road



# Liberty Hand Thin Exhibit C Unit 1032



## Exhibit C Unit 1032

Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate

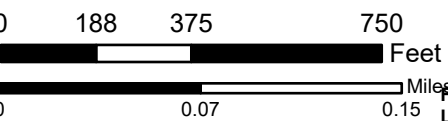
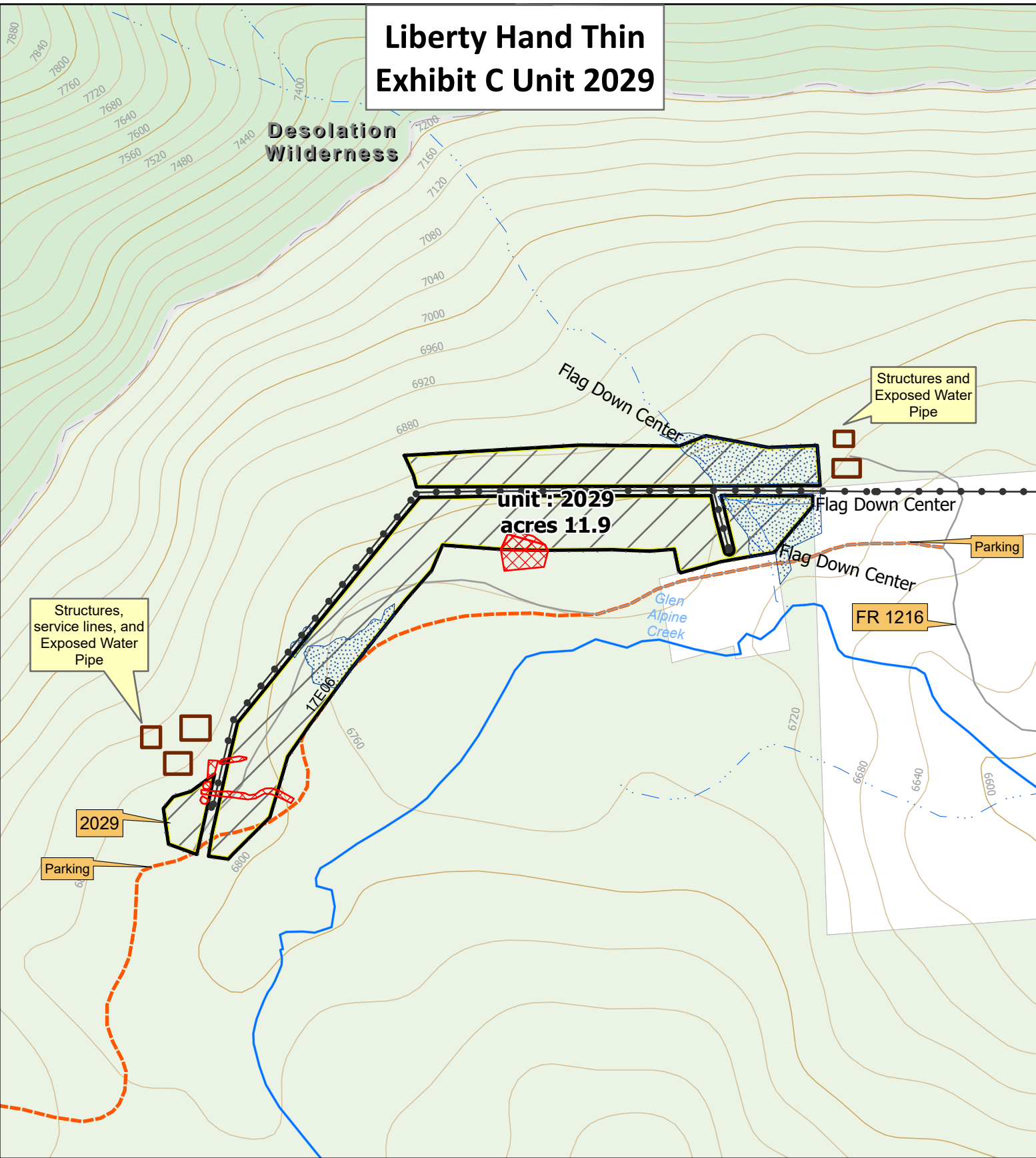
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- |  |                 |  |              |
|--|-----------------|--|--------------|
|  | Project Area    |  | PAC LOP Area |
|  | National Forest |  | No Pile Zone |
|  | Other Ownership |  | Perennial    |
|  | Gates           |  | Intermittent |
|  | Local Roads     |  | Ephemeral    |
|  | Highways        |  | SEZ Veg      |
|  | NFS Road        |  | Powerline    |
|  | Trail           |  |              |

# Liberty Hand Thin Exhibit C Unit 2029



**Exhibit C  
Unit 2029**  
Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate

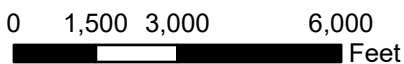
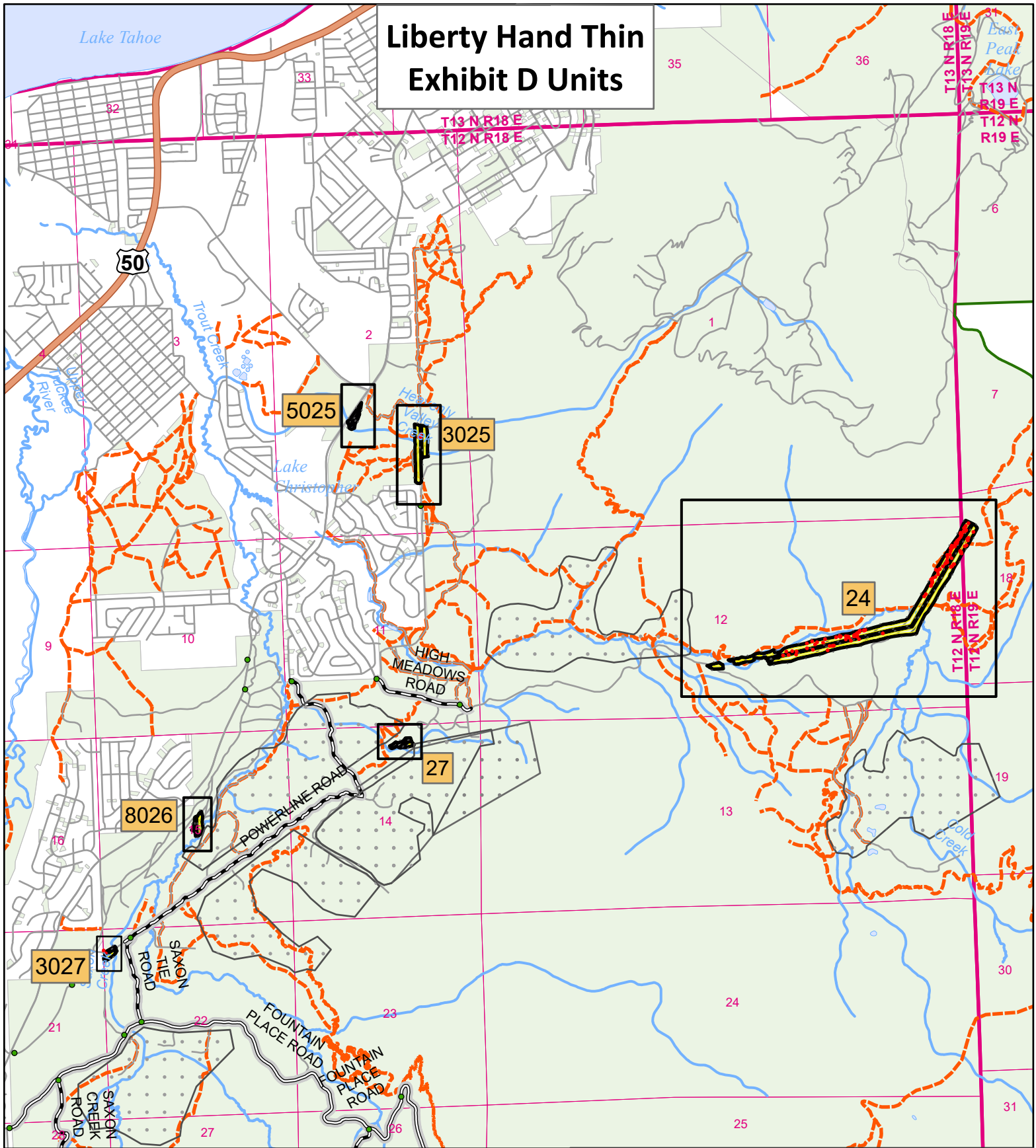


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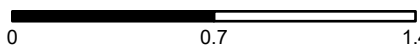
For more information, contact: Lake Tahoe Basin Management Unit  
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(530) 543.2800 (530) 541.4036 TTY

Project Area	No Pile Zone
National Forest	Perennial
Other Ownership	Intermittent
Gates	Ephemeral
Local Roads	Trail
Highways	SEZ Veg
	Powerline
	NFS Road

# Liberty Hand Thin Exhibit D Units



## Exhibit D Units



Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate



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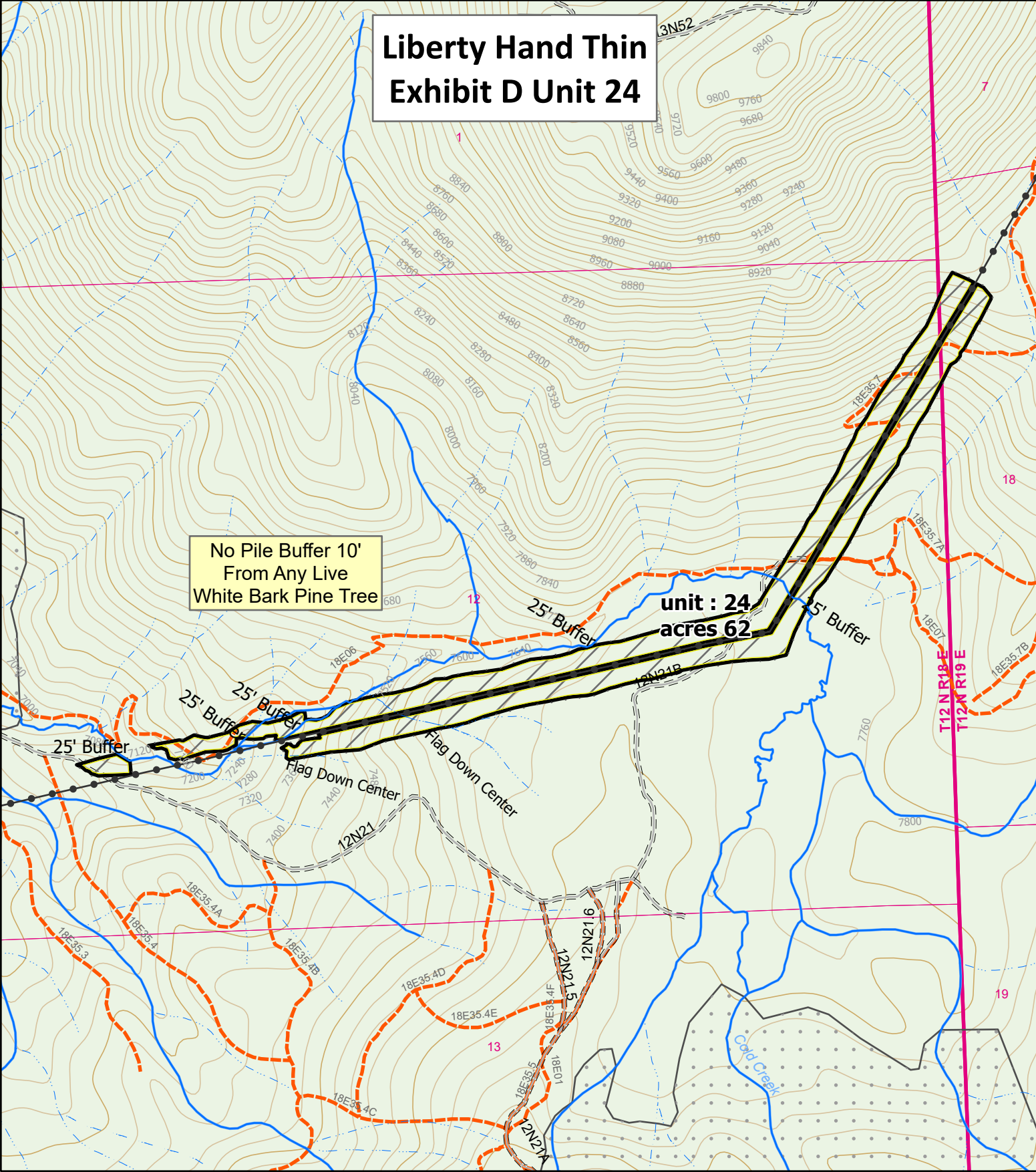
- |                 |              |
|-----------------|--------------|
| Project Area    | PAC LOP Area |
| National Forest | Perennial    |
| Other Ownership | Intermittent |
| Gates           | Ephemeral    |
| Local Roads     | SEZ Veg      |
| Highways        | NFS Road     |
| Trail           |              |



# Liberty Hand Thin Exhibit D Unit 24

No Pile Buffer 10'  
From Any Live  
White Bark Pine Tree

unit : 24  
acres 62



## Exhibit D Unit 24

Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate



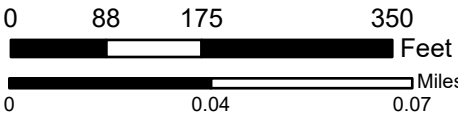
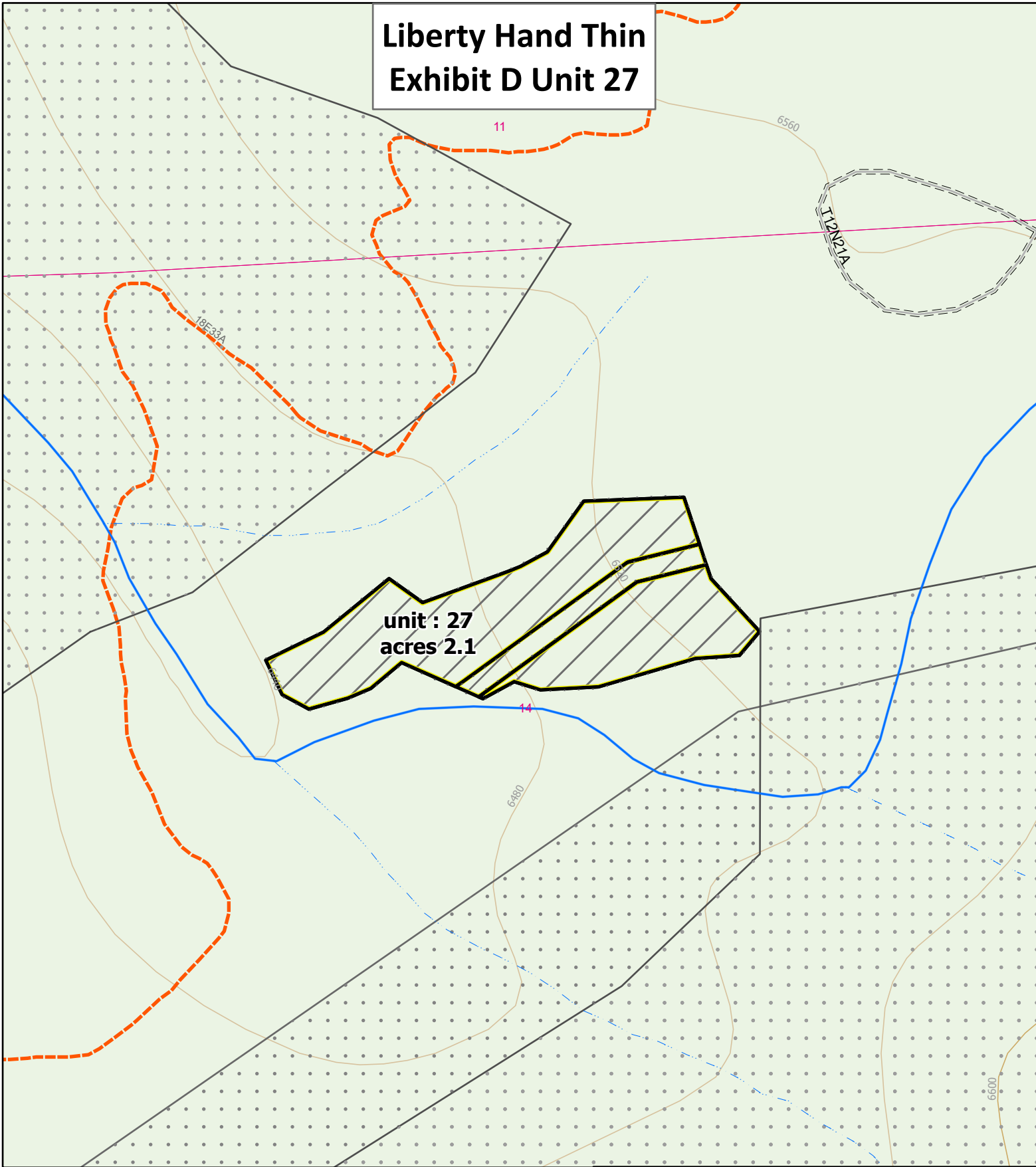
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- Project Area
- National Forest
- Other Ownership
- Gates
- Local Roads
- Highways
- PAC LOP Area
- Perennial
- Intermittent
- Ephemeral
- SEZ Veg
- Powerline
- NFS Road
- Trail



# Liberty Hand Thin Exhibit D Unit 27



## Exhibit D Unit 27

Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate

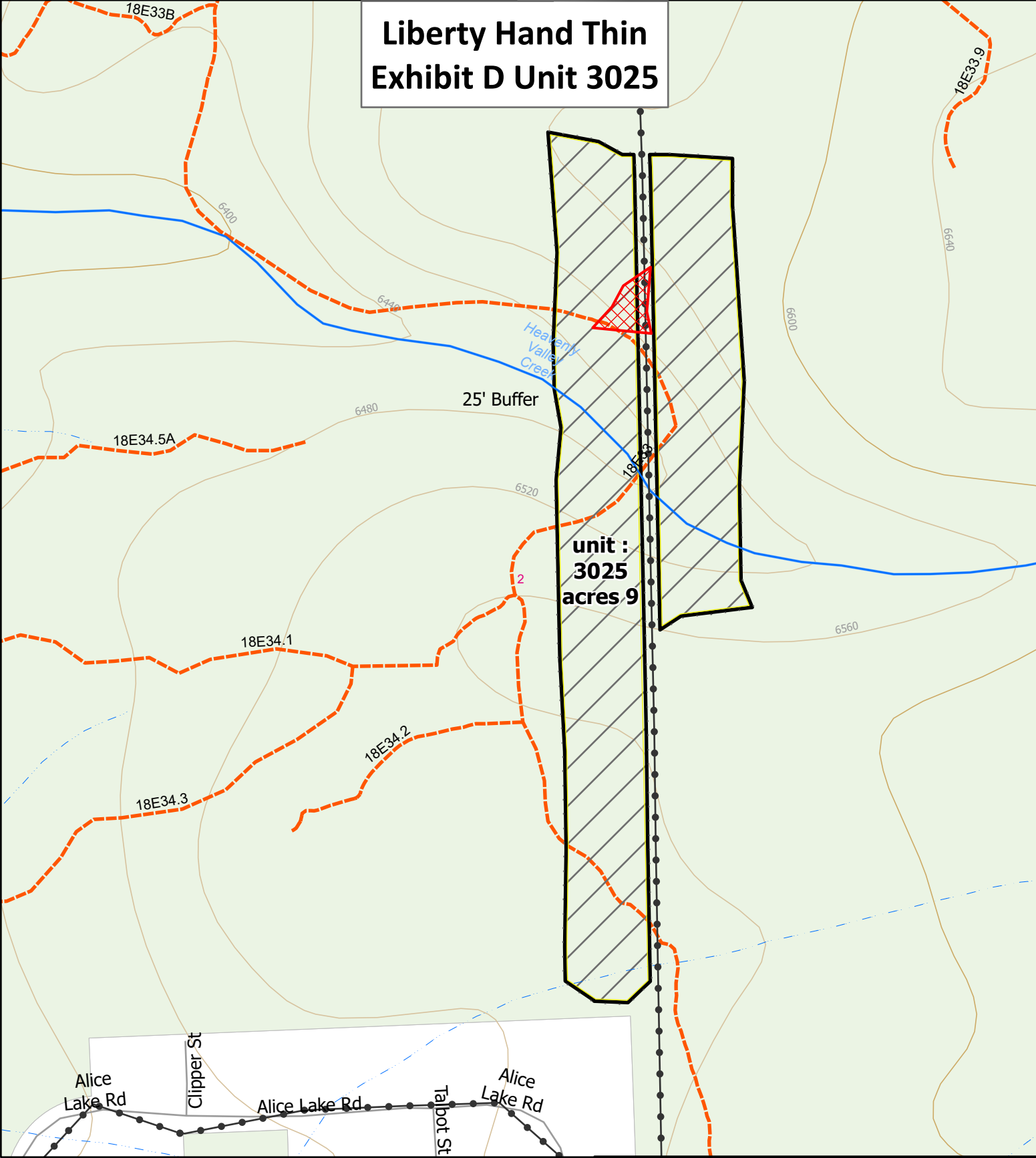


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- |  |                 |  |              |
|--|-----------------|--|--------------|
|  | Project Area    |  | PAC LOP Area |
|  | National Forest |  | Perennial    |
|  | Other Ownership |  | Intermittent |
|  | Gates           |  | Ephemeral    |
|  | Trail           |  | SEZ Veg      |
|  | Local Roads     |  | Powerline    |
|  | Highways        |  | NFS Road     |

# Liberty Hand Thin Exhibit D Unit 3025



**unit :  
3025  
acres 9**

**25' Buffer**



## Exhibit D Unit 3025

Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate

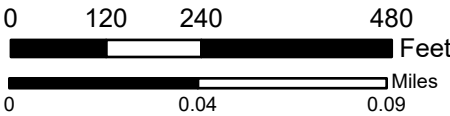
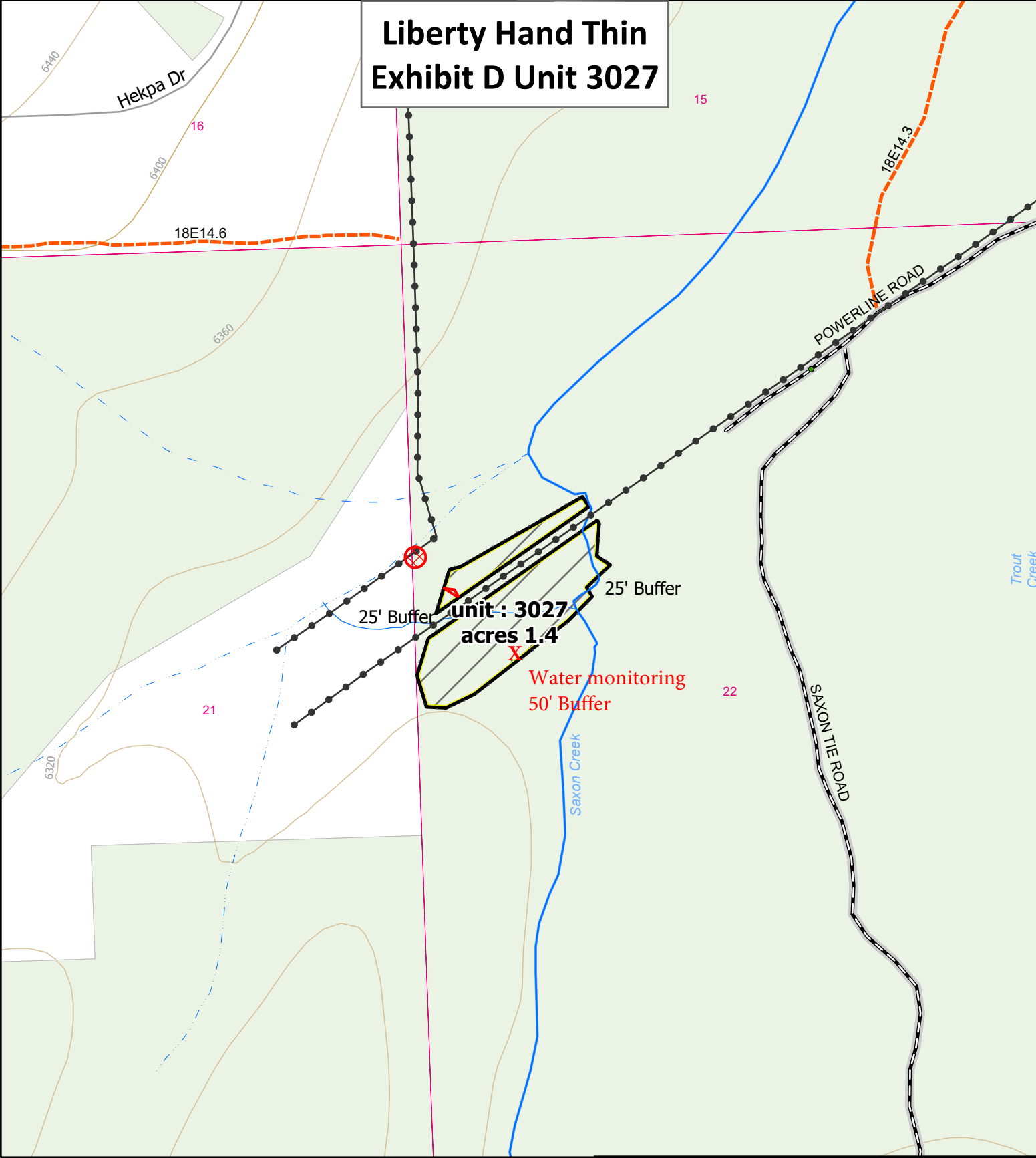


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For more information, contact: Lake Tahoe Basin Management Unit  
35 College Drive, South Lake Tahoe CA 96150  
(530) 543.2800 (530) 541.4036 TTY

- |  |                 |  |              |
|--|-----------------|--|--------------|
|  | Project Area    |  | No Pile Zone |
|  | National Forest |  | Perennial    |
|  | Other Ownership |  | Intermittent |
|  | Gates           |  | Ephemeral    |
|  | Local Roads     |  | SEZ Veg      |
|  | Highways        |  | Powerline    |
|  | Trail           |  | NFS Road     |

# Liberty Hand Thin Exhibit D Unit 3027



**Exhibit D  
Unit 3027**  
Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate

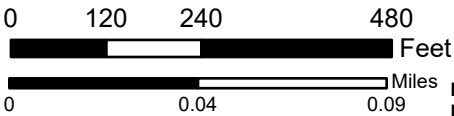
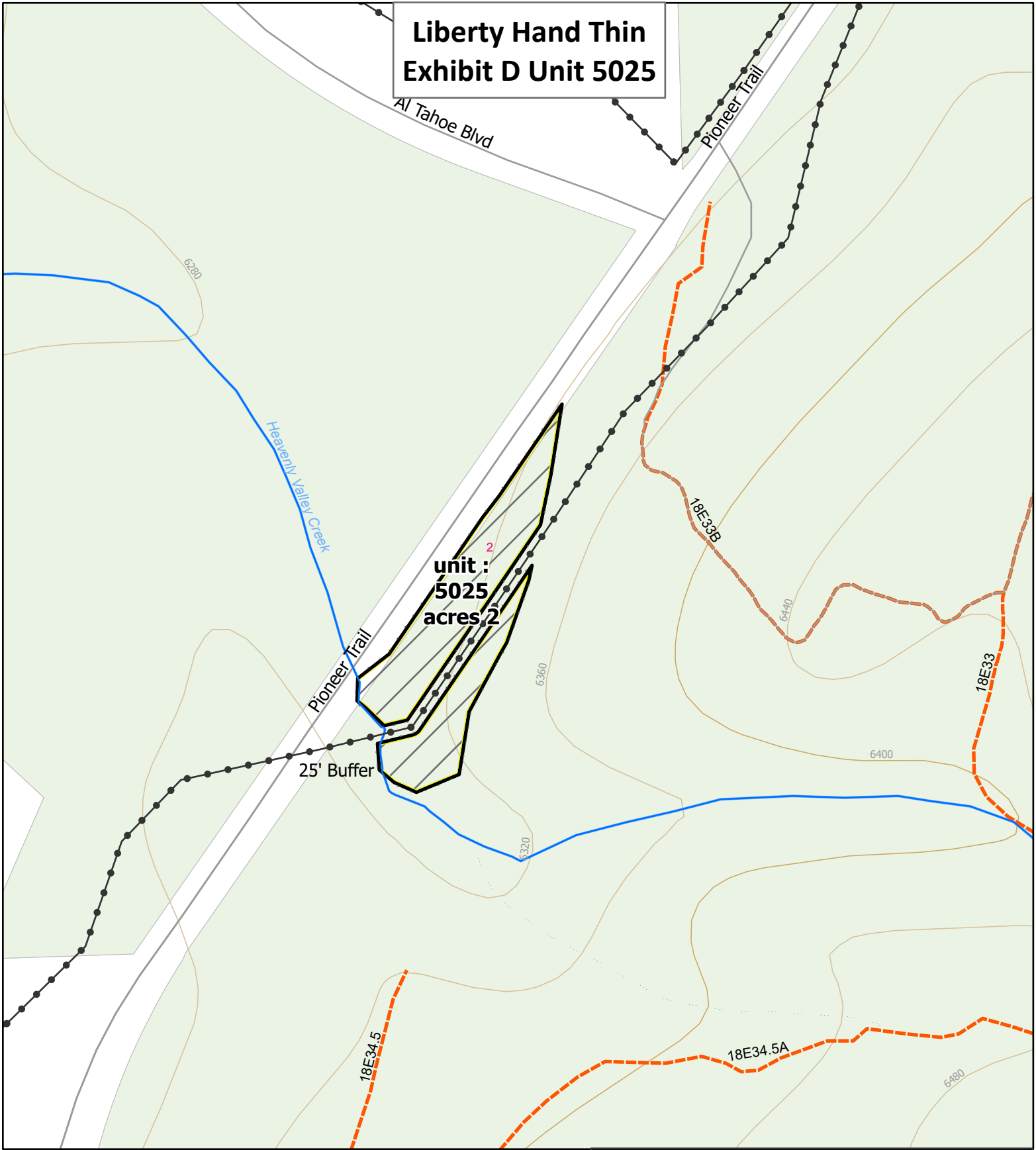


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(530) 543.2800 (530) 541.4036 TTY

- |                 |              |
|-----------------|--------------|
| Project Area    | No Pile Zone |
| National Forest | Perennial    |
| Other Ownership | Intermittent |
| Gates           | Ephemeral    |
| Local Roads     | Trail        |
| Highways        | SEZ Veg      |
|                 | Powerline    |
|                 | NFS Road     |

# Liberty Hand Thin Exhibit D Unit 5025



## Exhibit D Unit 5025

Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate

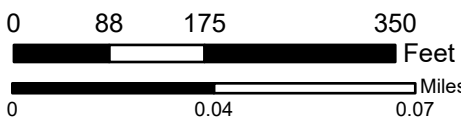
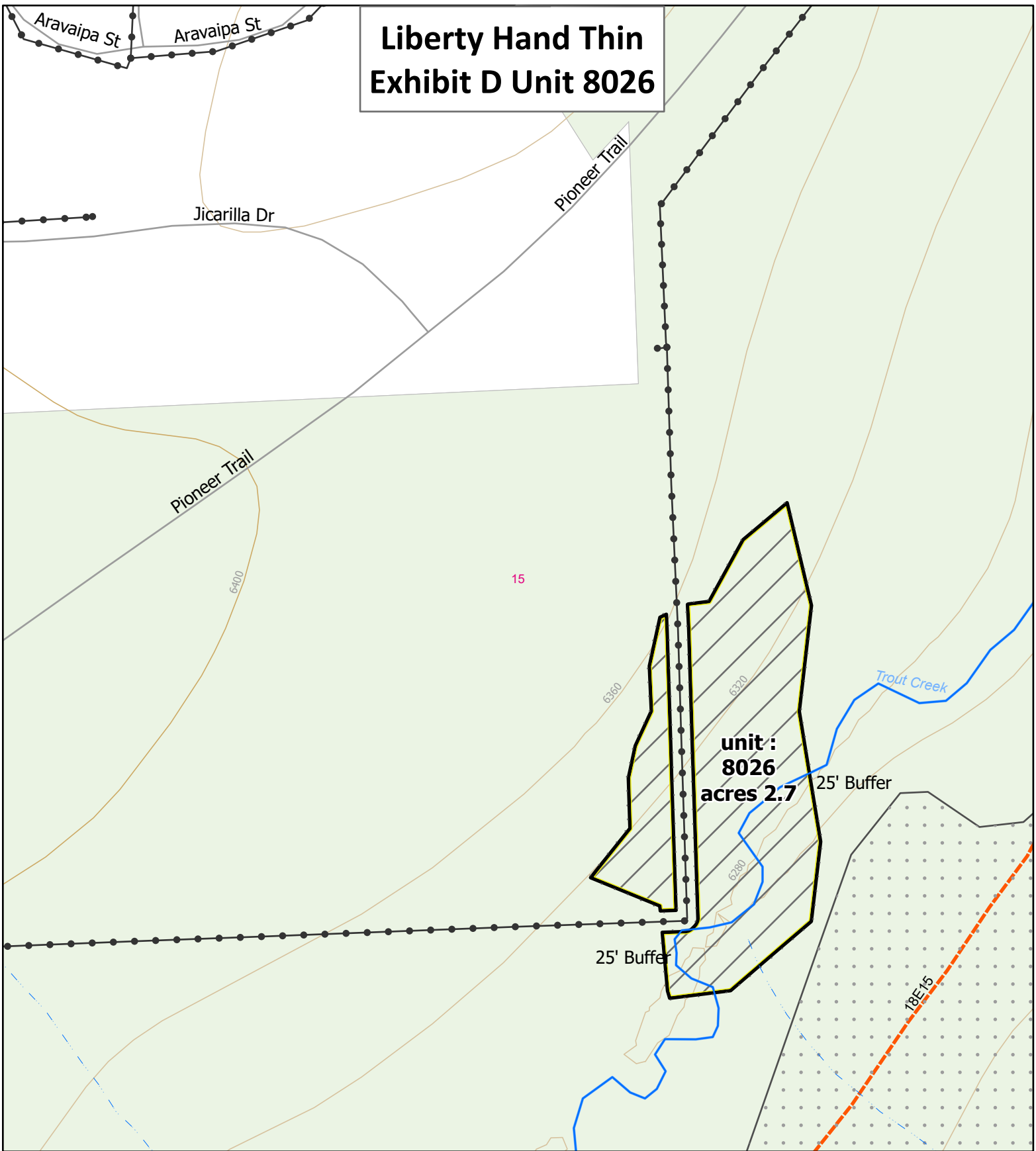


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(530) 543.2600 (530) 541.4036 TTY

- |  |                 |  |              |
|--|-----------------|--|--------------|
|  | Project Area    |  | PAC LOP Area |
|  | National Forest |  | Perennial    |
|  | Other Ownership |  | Intermittent |
|  | Gates           |  | Ephemeral    |
|  | Trail           |  | SEZ Veg      |
|  | Local Roads     |  | Powerline    |
|  | Highways        |  | NFS Road     |

# Liberty Hand Thin Exhibit D Unit 8026



## Exhibit D Unit 8026

Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate

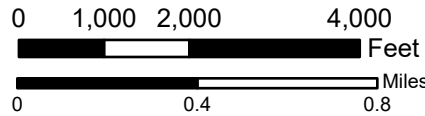
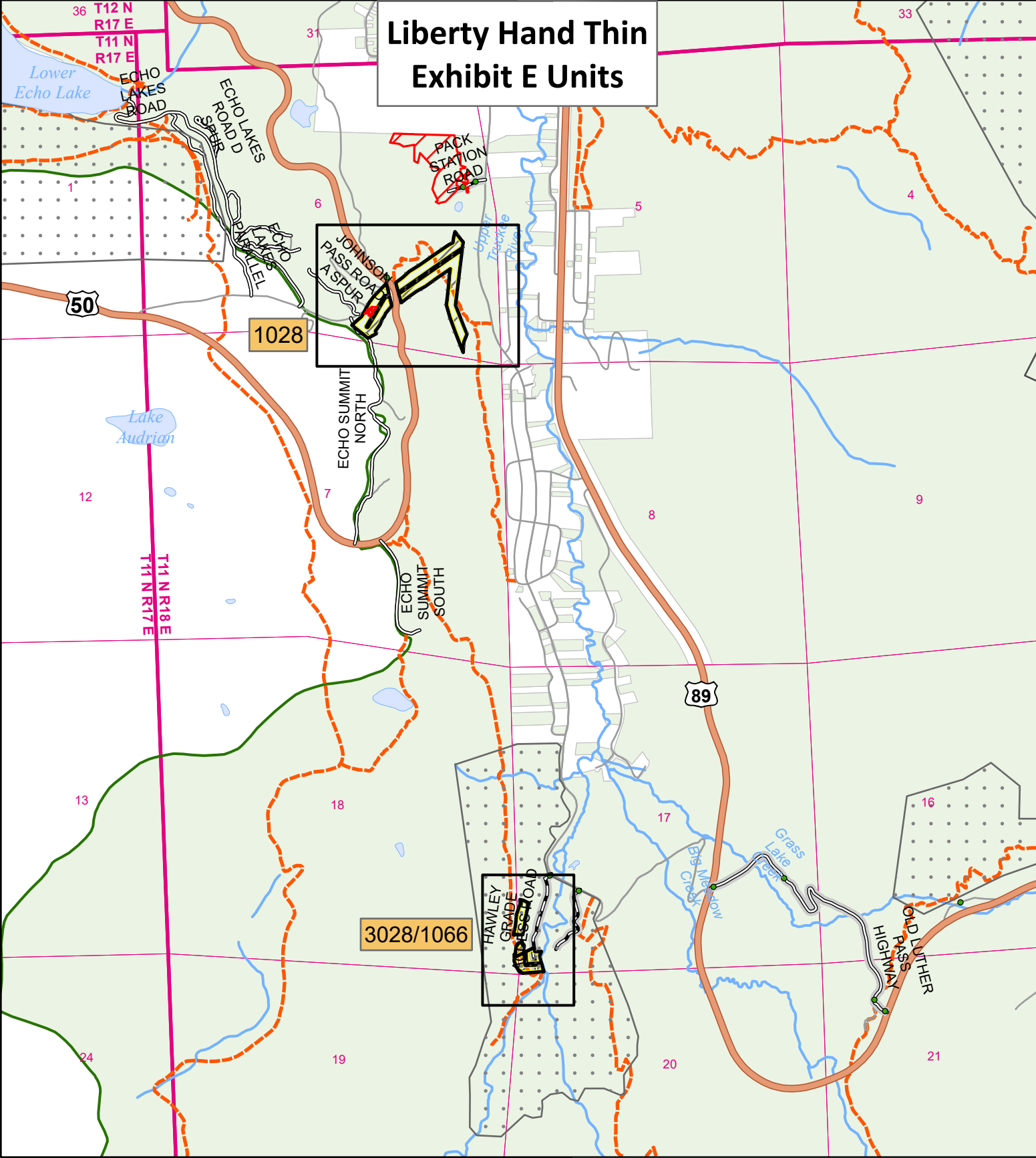


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- Project Area
- National Forest
- Other Ownership
- Gates
- Local Roads
- Highways
- PAC LOP Area
- Perennial
- Intermittent
- Ephemeral
- SEZ Veg
- Powerline
- Trail
- NFS Road

# Liberty Hand Thin Exhibit E Units



## Exhibit E Units

Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate



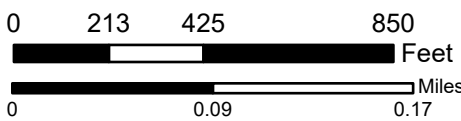
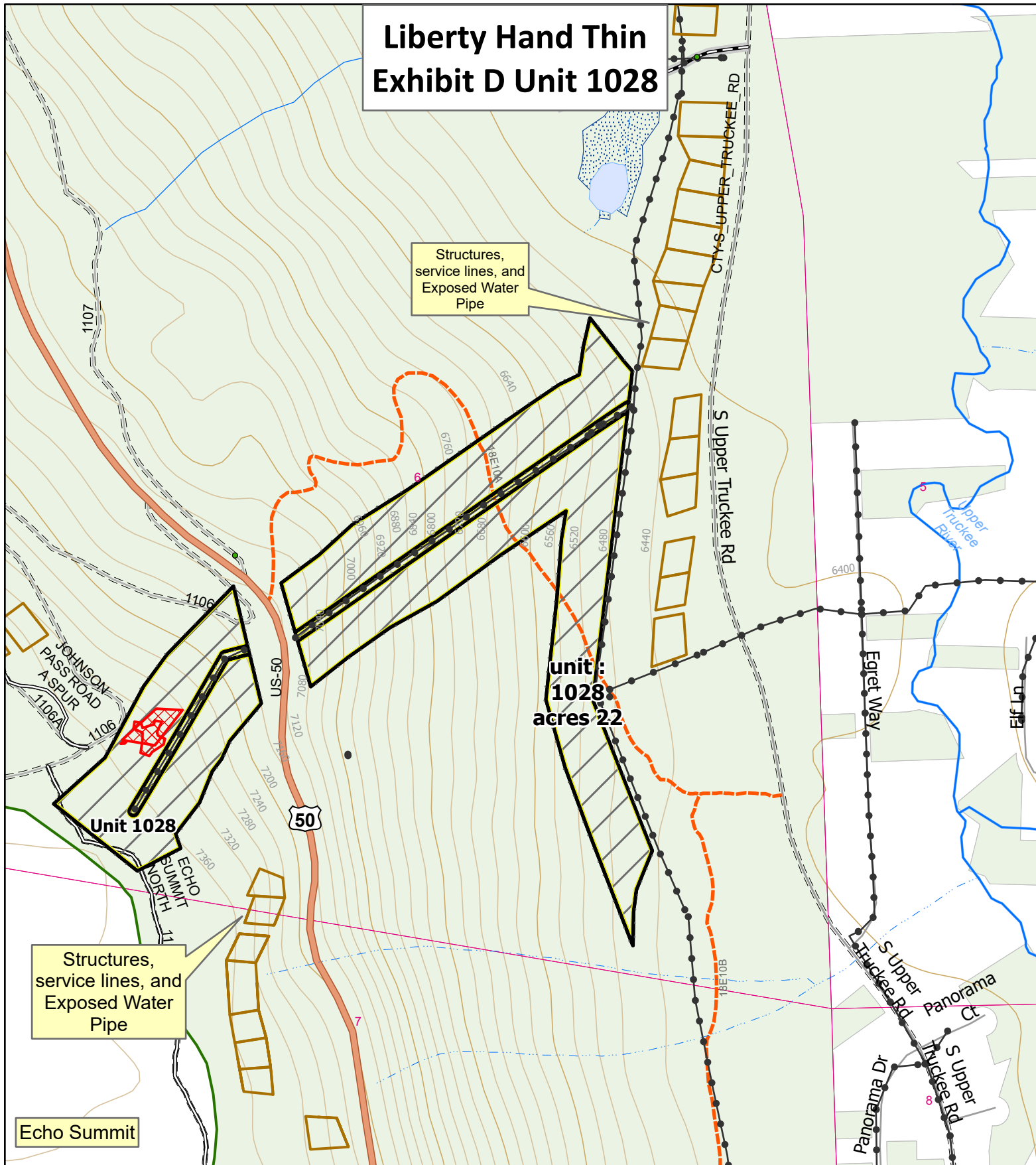
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- Project Area
- National Forest
- Other Ownership
- Gates
- Local Roads
- Highways
- PAC LOP Area
- Perennial
- Intermittent
- Ephemeral
- SEZ Veg
- Trail
- NFS Road



# Liberty Hand Thin Exhibit D Unit 1028



## Exhibit D Unit 1028

Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate

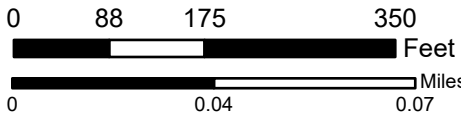
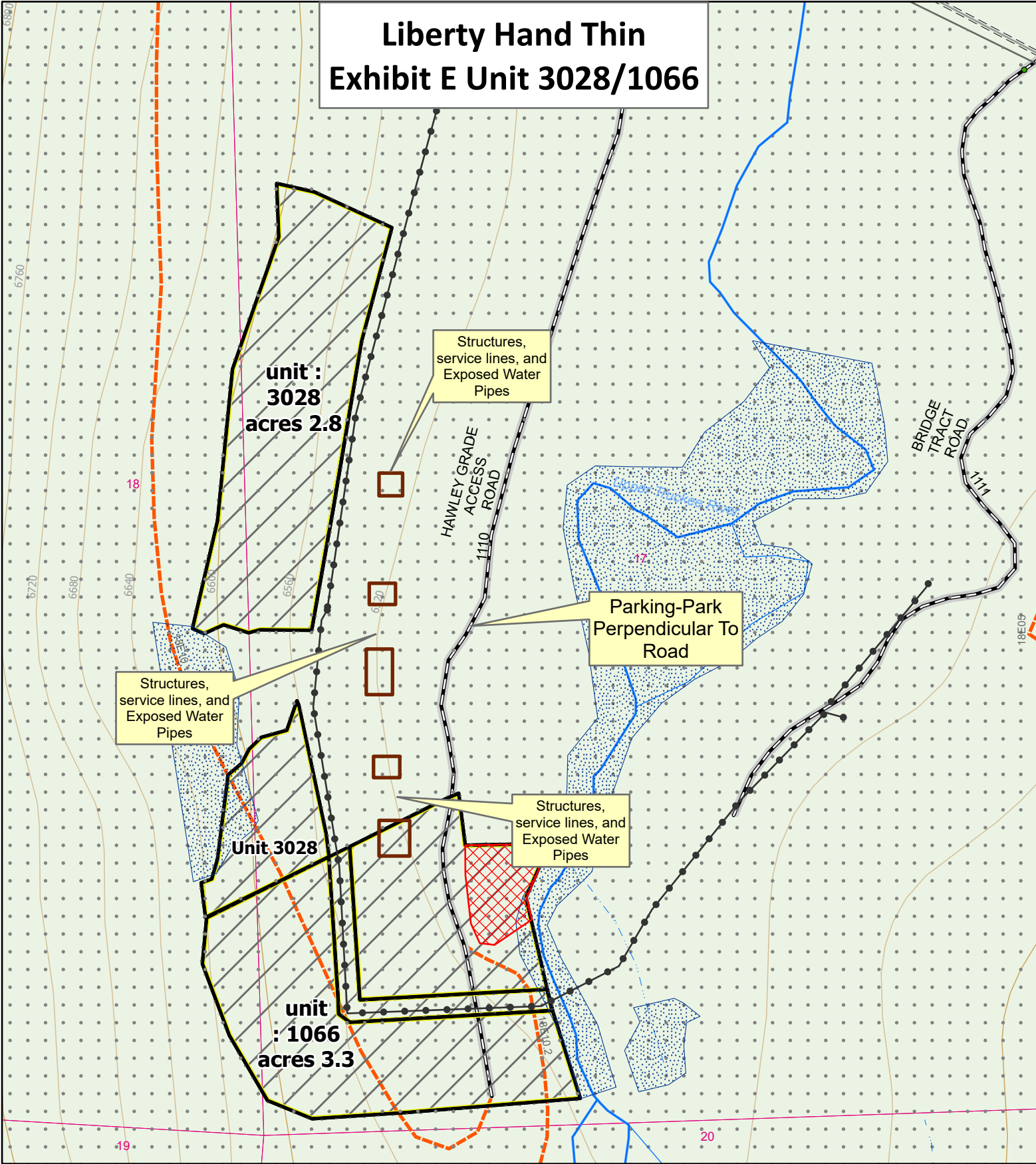


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35 College Drive, South Lake Tahoe CA 96150  
(530) 543.2600 (530) 541.4036 TTY

- |                 |              |
|-----------------|--------------|
| Project Area    | No Pile Zone |
| National Forest | Perennial    |
| Other Ownership | Intermittent |
| Gates           | Ephemeral    |
| Local Roads     | SEZ Veg      |
| Highways        | Powerline    |
| Trail           | NFS Road     |

# Liberty Hand Thin Exhibit E Unit 3028/1066



## Exhibit E Unit 3028/1066

Fuel Model: G. Weather Station: Lake Baron  
Landlines are approximate

- |  |                 |  |              |
|--|-----------------|--|--------------|
|  | Project Area    |  | PAC LOP Area |
|  | National Forest |  | No Pile Zone |
|  | Other Ownership |  | Perennial    |
|  | Gates           |  | Intermittent |
|  | Trail           |  | Ephemeral    |
|  | Local Roads     |  | SEZ Veg      |
|  | Highways        |  | Powerline    |
|  | NFS Road        |  |              |



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**APPENDIX E  
SCHEDULE OF ITEMS  
AND  
SPECIFICATION**

**Schedule of Items**  
*(Complete table to include the project items)*

**SCHEDULE OF ITEMS:**

Mandatory Work Items	Description	Unit of Measure	Quantity	Unit Price \$	Total \$
1A	<p>Liberty Hand Thin Units <b>Zone 1:</b> 24, 3025, 2025, 8026, 27, 3027, 1028, 29, 2029, 34, 1066, 68, 1068</p> <p><u>Thinning Treatment:</u> Hand cut vegetation including shrubs <math>\geq</math> 18" high with potential to grow into utility infrastructure</p>	acres	16.2		
1B	<p>Liberty Hand Thin Units <b>Zone 2:</b> ALL - 24, 3025, 2025, 8026, 27, 3027, 1028, 3028, 29, 2029, 1032, 34, 1066, 68, 1068</p> <p><u>Thinning Treatment:</u> Hand cut green conifer trees up to 14" DBH and snags up to 20" DBH.</p>	acres	190.8		
2A	<p>Liberty Hand Thin Units <b>Zone 1:</b> 24, 3025, 2025, 8026, 27, 3027, 1028, 29, 2029, 34, 1066, 68, 1068</p> <p><u>Fuels Treatment-</u> Buck green bole wood material up to 14" DIA, slash, and concentrations of downed fuels up to 20" DIA. All bucked material will be removed from Zone 1 and piled in Zone 2.</p>	acres	16.2		

2B	Liberty Hand Thin Units <b>Zone 2:</b> ALL - 24, 3025, 2025, 8026, 27, 3027, 1028, 3028, 29, 2029, 1032, 34, 1066, 68, 1068  <u>Fuels Treatment</u> - Buck, pile, and paper cover piles. Cut and pile green bole wood material up to 14" DIA, slash, and concentrations of downed fuels up to 20" in DIA.	acres	190.8		
3	RFP Services  <u>Oversight Services</u> - Quality control, contract oversight and project implementation administration.	Job	1	N/A	N/A
Optional Work Item	Description	Unit of Measure	Quantity	Unit Price	Total Price
4	Liberty Hand Thin Unit 3027  <u>Fuels Treatment</u> - Chip and Haul cut material up to 14" DIA within 100 feet of chipper.	acres	1.7		
<b>TOTAL</b>					

### **SPECIFICATIONS:**

**Cutting Unit Boundaries:** the boundaries of cutting units, or portions of cutting units, are identified as shown on the Cutting Unit Boundary Designation Table below and the Sale Area Map.

**Cutting Unit Boundary Designation Table.** The boundaries of units are designated as shown in the following table. The trees used for boundary designation are not to be cut. There is no designation between Zones 1 and 2 and both Zones exist in each unit, except for units 3028 and 1032, which only include Zone 2. Zone 1 is identified as the area 15 feet on either side utility infrastructure. Zone 2 starts at the edge of Zone 1 and extends to the treatment unit boundary, approximately 160 feet, as marked on the ground.

Unit	Paint Color	Designation Method	Description
All Units: 24, 3025, 2025, 8026, 27, 3027, 1028, 3028, 29, 2029, 1032, 34, 1066, 68, 1068	Orange	Marked  &  Pink and Blue Flagging	Boundary trees are marked with 3 dots on 3 sides of the tree. 1 dot faces direction of adjacent boundary marked trees at approximately eye level in height. Another dot sits above the directional dots in the center of tree and faces into the cutting area.  Certain units may show a 4-dot boundary pattern with two dots, one above the other, in the center of the tree facing into the contract area.

All Geo-Fence boundaries were determined with use of Two Trails application using Samsung Active 3 Galaxy Tablets. Juniper Geode 2019 external receiver chart was used for accuracy rates in either open, light/medium, or heavy-closed canopy cover.

A Geo-Fence is a location on the ground corresponding to the boundary location shown on a mobile mapping device using a Global Positioning System (GPS) Receiver using the digital shapefile named \_\_Working\_LibertyCE\_LibertyHandThin\_.gdb\_ and dated \_\_7/11/2023\_. The digital shapefile will be provided to the Contractor by the National Forest Foundation. A digital list of the coordinates can be provided upon request.

Included treatment unit acres are located within and not past the boundary as shown on the mobile mapping device using the digital shapefile listed above. Contractor is **not** required to obtain a GPS receiver(s) capable of determining the location of the true Geo-Fence within the contract tolerance. Contract tolerance is up to 15 feet or 2.33 meters. If cutting occurs outside the boundary as shown in mobile mapping device, it will not be compensated.

National Technology Development Program GPS Receiver accuracy reports by GPS manufacturer and model are available at:

<https://www.fs.usda.gov/database/gps/mtdcrept/accuracy/index.htm>

Forest Service determination of boundary location will be final.

**Description of the work to be completed by Contractor under this Agreement:**

Work will be accomplished under this Agreement utilizing hand cut, hand pile systems and specifications.

## Liberty Hand Thin

**Table 1. Individual Unit Acres**

Unit	Zone 2 Acres	Zone 1 Acres	Total Unit Acres
24	62.0	4.9	66.8
3025	9.0	0.6	9.6
5025	2.0	0.3	2.4
8026	2.7	0.3	3.0
27	2.1	0.3	2.4
3027	1.4	0.3	1.7
1028	22.0	1.4	23.4
3028	2.8	0.0	2.8
29	15.5	1.4	16.9
2029	11.9	1.8	13.8
1032	11.2	0.0	11.2
34	19.6	2.1	21.7
1066	3.4	0.3	3.7
68	21.5	2.0	23.5
1068	3.7	0.4	4.1
<b>Total</b>	190.8	16.2	
<b>Project Total: 207 Acres</b>			

**Table 2. Individual Unit Thinning Specifications:** The table below sets the parameters for live and standing dead tree cutting in each unit.

Treatment Unit	Live Conifers Designation by Description: Cut excess conifers 24" tall to less than or equal to:	Spacing from Live Tree / Target TPA	Dead Conifers Designation by Description
24	14" DBH	25 foot/ 70 TPA	Cut all up to 20" DBH
3025	14" DBH	25 foot/ 70 TPA	Cut all up to 20" DBH
5025	14" DBH	25 foot/ 70 TPA	Cut all up to 20" DBH
8026	14" DBH	25 foot/ 70 TPA	Cut all up to 20" DBH
27	14" DBH	25 foot/ 70 TPA	Cut all up to 20" DBH

3027	14" DBH	25 foot/ 70 TPA	Cut all up to 20" DBH
1028	14" DBH	25 foot/ 70 TPA	Cut all up to 20" DBH
3028	14" DBH	PAC – 20 foot / 100-120 TPA	Cut all up to 20" DBH
29	14" DBH	25 foot/ 70 TPA	Cut all up to 20" DBH
2029	14" DBH	25 foot/ 70 TPA	Cut all up to 20" DBH
1032	14" DBH	25 foot/ 70 TPA	Cut all up to 20" DBH
34	14" DBH	25 foot/ 70 TPA	Cut all up to 20" DBH
1066	14" DBH	PAC – 20 foot / 100-120 TPA	Cut all up to 20" DBH
68	14" DBH	25 foot/ 70 TPA	Cut all up to 20" DBH
1068	14" DBH	25 foot/ 70 TPA	Cut all up to 20" DBH

**Table 3. Summary of Fuel - Slash Treatment Specifications:** Contractors are responsible for treating existing surface fuel as they may exist in each unit.

Unit	Contractor-Generated Slash; Buck and pile to:	Existing Down Fuel (Logs and Limbs); Minimum piece to pile: 1"DIA and 3' in length; Buck and pile to:	Piling Restrictions
			<b>For all units:</b> No Piling within 50 ft of overhead power line; No piling in "No Pile Zones", No piling within 25 ft of Perennial/ Intermittent streams, No piling within ephemeral stream channels, 10 ft pile spacing required in SEZ areas.
24	14" DIA	20" DIA	No piling within 25 ft of 12N21, 12N21B roads, or 18E06, 18E35.7 trails unless agreed upon in advance by Forest Service; No Piling within 25 ft of live whitebark pine trees
3025	14" DIA	20" DIA	No piling within 25 ft of 12N21 road and 18E33 trail unless agreed upon in advance by Forest Service; No Pile Zone Present
5025	14" DIA	20" DIA	No piling within 25 ft of Pioneer Trail Rd. unless agreed upon in advance by Forest Service
8026	14" DIA	20" DIA	No Piling within 25 ft of 12N15.2A road unless agreed upon in advance by Forest Service
27	14" DIA	20" DIA	No additional piling restrictions

3027	14" DIA	20" DIA	No piling 50 ft of water infrastructure feature improvement; No piling within 25ft of road unless agreed upon in advance by Forest Service; No Pile Zone Present
1028	14" DIA	20" DIA	Unit within Caldor Fire Scar, large snags present; No piling within 100 ft of Rec Residents structures or within 50 ft of existing improvements; No piling within 25ft of Johnson Pass, Echo Summit Rds, or trail 18E10A/B unless agreed upon in advance by Forest Service; No Pile Zone Present
3028	14" DIA	20" DIA	No piling within 100 ft of Rec Residents structures or within 50 ft of existing improvements; No piling within 25 ft of trail 18E10 unless agreed upon in advance by Forest Service; Rework existing piles
29	14" DIA	20" DIA	No Piling within 50 ft of Angora Lake and Angora Creek; No piling within 25 ft of parking lot, Angora Ridge Road or trails 17E11, 17E37.2, or 17E37.2A unless agreed upon in advance by Forest Service
2029	14" DIA	20" DIA	No piling within 100 ft of Rec Residents structures or within 50 ft of existing improvements; No piling within 25 ft of road 12N16 or trail 17E06 unless agreed upon in advance by Forest Service; No Pile Zone Present
1032	14" DIA	20" DIA	No piling within 100 ft of Rec Residents structures or within 50 ft of existing improvements; No piling within 25 ft of 1304D (Cathedral and Gauge) roads or 17E73B trail unless agreed upon in advance by Forest Service
34	14" DIA	20" DIA	No piling within 25 ft of Hwy 89 unless agreed upon in advance by Forest Service; Rework existing piles
1066	14" DIA	20" DIA	SEZ Unit: Piles must be spaced 10 ft away from each other. No piling within 100 ft of Rec Residents structures or within 50 ft of existing improvements; No piling within 25 ft from Hawley Grade Road or trails 18E10, 18E10.2 trails unless agreed upon in advance by Forest Service; Rework existing piles; No Pile Zone Present
68	14" DIA	20" DIA	No piling within 25 ft of 17E73B trail unless agreed upon in advance by Forest Service

1068	14" DIA	20" DIA	No piling within 25 ft of parking lot, Angora Ridge Rd., or roads 1214 or 12N14A, or trail 17E37.2A unless agreed upon in advance by Forest Service
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**Item 1A: Zone 1 Liberty Hand Thin: Units 24, 3025, 2025, 8026, 27, 3027, 1028, 29, 2029, 34, 1066, 68, 1068. Thinning Treatment - Hand cut vegetation including shrubs ≥ 18" high with potential to grow into utility infrastructure**

Cut vegetation ≥ 18" that has the potential to grow into the powerlines. There are no leave tree spacing parameters for Zone 1. Any conifer, excluding whitebark pine, can be cut as a component of this contract. Cut all shrubs ≥ 18" within 10 feet of power pole or guy wire. Do not cut hardwoods, riparian vegetation, or trees that require technical felling due to their proximity to powerline infrastructure. Liberty Utilities shall cut any tree that may require a Utility Certified arborist. Trees that required climbing/topping or specialized mechanical equipment to fell are not required to be felled by the contractor. Contractor shall notify Contracting Officer or NFF Representative any time they encounter a tree considered unsafe to fell. Upon mutual agreement, unsafe trees may be left standing.

Unit 24: Do not cut any whitebark pine regardless of size.

Stump heights for all cut trees shall not exceed six inches above ground level or four inches above natural obstacles.

Cut trees shall be felled away from unit boundaries, roads, power lines, established trails, driveways, fence lines, established land corners, and no pile zones. Any trees felled on such areas shall be removed immediately and damage shall be repaired to pre-damage condition at the expense of the Contractor. Trees shall be felled to avoid damage to residual trees.

**Item 1B: Zone 2 Liberty Hand Thin: All Units 24, 3025, 2025, 8026, 27, 3027, 1028, 3028, 29, 2029, 1032, 34, 1066, 68, 1068. Thinning Treatment - Hand cut green conifer trees up to 14" DBH and dead trees/snags up to 20" DBH.**

**Hand Thin Specifications:** Tree cutting will occur in areas up to 175 feet on either side of Liberty Utility power line infrastructure located on National Forest System land, within the treatment unit boundary. Trees that require technical felling due to their proximity to powerline infrastructure shall be cut by Liberty Utilities and are NOT a component of this contract. Technical felling by the contractor may be needed to remove required cut trees in proximity to non-powerline-related improvements, so long as the trees can be directionally felled safely from the stump. Trees that require climbing/topping or specialized mechanical equipment to fell are NOT required to be felled by the contractor. Examples of such improvements include paved roads, gates, parking lots, water lines, communication lines, survey monuments, private property, etc.

**Cut** all excess conifers greater than 24” in height and less than or equal to specifications in Table 2. Individual Unit Thinning Specifications. Cut all dead conifers up to the diameter specified in Table 2.

**Leave Tree Specifications:** The column headed “Spacing from Leave Tree” in Table 2. indicates the number of trees per acre (TPA) within each unit to be retained according to the criteria below.

**Selection Criteria for < 14” DBH Leave Trees:**

1. Leave all damaged or undamaged conifer trees, which exceed the diameter limit listed in Table 2. Individual Thinning Specifications. Dead trees/snags that exceed diameter limit are not considered leave trees and should not be used to determine desired spacing.
2. Leave all hardwood trees.
3. Select leave trees from healthy undamaged conifers less than or equal to the specified diameter limit to achieve desired spacing. Indicators of healthy undamaged conifers include:
  - a. Trees which have a 30% or greater live vigorous crown free from bole or crown damage and no visible mistletoe infections or other insects/diseases.
  - b. Trees with good form (e.g. no two-way sweep, no spiral grain, etc.)
  - c. Trees with the best recent height growth
4. If no healthy undamaged tree exists at the required spacing interval, leave the best tree with the least amount of damage.
5. Do not cut Whitebark Pine (WBP), Giant Sequoia, or Sierra Western Juniper unless agreed to by Contracting Officer or NFF Representative.
6. Select healthy undamaged leave trees based on the following species preference:
  - a. WBP, Juniper or Sequoia
  - b. Sugar or western white pine
  - c. Jeffrey pine
  - d. Incense Cedar
  - e. Red fir
  - f. White fir
  - g. Lodgepole pine
7. Leave tree selection shall prioritize health and vigor over species preference, for example a healthy Jeffrey pine free from disease and damage should be selected as a leave tree over a diseased and damaged Sugar pine.
8. For trees forked above ground, leave both or take both trees. Do not cut just one stem. In cases where one stem may be over 14” DBH, if green, or 20” DBH, if standing dead, consult Contracting Officer or NFF Representative.

Stump heights for all cut trees shall not exceed six inches above ground level or four inches above natural obstacles.



Cut trees shall be felled away from unit boundaries, roads, power lines, established trails, driveways, fence lines, established land corners, and no pile zones. Any trees felled on such areas shall be removed immediately and damage shall be repaired to pre-damage condition at the expense of the Contractor. Trees shall be felled to avoid damage to residual trees. Contractor shall notify Contracting Officer or NFF Representative any time they encounter a tree considered unsafe to fell. Upon mutual agreement, unsafe trees may be left standing.

**Item 2A: Zone 1 Liberty Hand Thin: Units** 24, 3025, 2025, 8026, 27, 3027, 1028, 29, 2029, 34, 1066, 68, 1068. **Fuels Treatment** – **Buck and remove material from Zone 1 and piled in Zone 2.**

**Bucking:** Contractor or Liberty felled trees, snags, and existing surface fuels (down logs and limbs) shall be limbed and bucked according to Table 3. Summary of Fuel - Slash Treatment Specifications. Existing logs that have decayed so that two or more inches of the log have settled into the soil/duff layer (little to no bark left intact) shall not be bucked. Buck felled trees so bole wood is in contact with the ground. Bole wood of felled trees that exceed bucking and piling diameters must not be suspended in the air, on other downed logs, or leaning on uncut trees and shall be positioned so they will not roll.

No piling shall occur in Zone 1. All slash and fuels material must be piled at least 50 feet from power lines in Zone 2. Material will be piled according to specifications outlined in Item 2B, below.

**Item 2B: Zone 2 Liberty Hand Thin: All Units** 24, 3025, 2025, 8026, 27, 3027, 1028, 3028, 29, 2029, 1032, 34, 1066, 68, 1068. **Fuels Treatment** - **Buck, pile, and paper cover piles.**

#### **Hand Pile Specifications:**

Within the project footprint, Liberty may cut trees larger than 14" DBH which pose a risk to powerline infrastructure. It will be the contractor's responsibility to treat this material as outlined in this section.

**Bucking:** Contractor or Liberty felled trees, snags, and existing surface fuels (down logs and limbs) shall be limbed and bucked according to Table 3. Summary of Fuel - Slash Treatment Specifications. Existing logs that have decayed so that two or more inches of the log have settled into the soil/duff layer (little to no bark left intact) shall not be bucked. Buck felled trees so bole wood is in contact with the ground. When piling in areas of heavy brush, cut brush taller than 18" in height at least 3 feet around piles and include cut brush in piles. Bole wood of felled trees that exceed bucking and piling diameters must not be suspended in the air, on other downed logs, or leaning on uncut trees and shall be positioned so they will not roll.

**Piling:** No Piles will be built within Zone 1. All material must be carried out of Zone 1 and piled in Zone 2. Piles shall be constructed by hand to facilitate full consumption when burned. All piles shall be built and compacted by laying limbs, stems, and other slash, when it exists, so there

are minimal air pockets. Pile height and width should be proportionate; for example: a 4-foot-tall pile should be 4-feet wide. Minimum pile size shall be four (4) feet in diameter. There is no maximum pile size. Piles shall be at least one and one-half (1-1.5) the diameter of the pile from residual trees, or as agreed to by the COR. When piling in brush taller than 18” in height, 3 feet of brush clearance around piles is required. Piles that incorporate brush shall be quarter cut to compact them as much as possible. All piles shall be covered with a piece of wax paper. Paper shall cover at least 60% of the pile surface area and be secured with cut material. Piles shall be built in accordance with piling buffers as described in Table 3. Summary of Fuel - Slash Treatment Specifications.

For units **1066, 3028, and 34**, some existing piles are present. These piles shall be reworked and added to such that they meet pile specifications as described above.

**Pile Restrictions and Buffers:** See Table 3 and Appendix G Tables 1, 3, 5, and 6 for additional specifications. Unless otherwise directed by Contracting Officer or NFF Representative, the following pile buffers and restrictions shall be adhered to throughout the Contract Area.

- No Piling within 50 ft of overhead power line;
- No piling in “No Pile Zones”;
- No piling within 25ft of Perennial/ Intermittent streams;
- No Piling within 50 ft of Angora Lake and Angora Creek;
- No piling within ephemeral stream channels;
- No piling within 25 ft of roads, parking lots, or trail as feasible;
- No piling within 100 ft of structures such as Rec Residents Cabins;
- No piling within 50 ft of existing approved infrastructure;
- No Piling within 25 ft of live Whitebark pine;
- Piles must be built 10 feet apart in SEZ areas.

In **Unit 1066** - Stream Environment Zone (SEZ) vegetation exists throughout entire unit, piles shall be spaced a minimum of 10 feet apart from another pile. See Table 6 in Appendix G.

**Unit 3027** – Piling specifications do not apply if optional Item 4 is awarded.

### **Item 3: RPF Services – Quality Control, Contract Oversight and Project Implementation Administration.**

The NFF will supply a Registered Professional Forester (RPF) by the State of California to supply the quality control for the implementation and administration of the project. The RPF duties will include but are not limited to; conducting quality control for service work being implemented by NFF Contractors, act as the NFF Project Representative during operations, work with Forest Service Contracting Officer staff to take corrective actions as needed to ensure projects are completed to an acceptable standard and that resource protection measures are implemented as designed. RPF will utilize the standards set forth below in the Acceptable Quality Level of Contractor Work to determine work acceptance.

The US Forest Service Contracting Officer reserves the right to suspend operations for imminent natural resources damage or safety.

**RPF - Specific Duties:**

**Quality Control of project:** RPF functions as inspection and quality control on a daily basis for all service items and product removal items within the agreement.

RPF will review the contract and related pre-sale data such as environment assessment, appraisal, etc. Determines that all prerequisites to contract work are taken care of such as, but not limited to, delegations of authority, cutting coordination, improvement locations, operating schedules, and environmental protection measures. Reviews plans and schedules with contractors to assure common understanding of conditions and responsibilities.

Throughout the life of the project, the RPF is responsible for continuing field inspection and control of contractor's operations such as falling, piling and appropriate use of paper coverings. Determines whether cutting specifications are implemented to standard, slash disposal requirements are met, and resource measures are followed and adequate. Documents all findings for the project record. Takes appropriate action to correct deficiencies and assesses penalties when needed. Ensures that stream courses and other land features are protected.

Advises Contractor's field representative of adequacy or inadequacy of operations and achieves compliance with contract terms, including safety and employment requirements.

Ensures that all contractual obligations are met before making final inspection in coordination with Forest Service. See Acceptable Quality of Contractor Work clause below.

**Acceptable Quality Level of Contractor Work outlined in the above Items.**

A. The NFF inspection records shall be provided to the Forest Service based on the schedule proposed by the NFF and agreed to by the Forest Service for quality assurance assessment.

B. The NFF shall provide written inspection data by unit in a format that meets the agreement requirements and a sketch map with plot locations. The NFF may choose to use the Government Inspection Sheet (R4-2400-4 (2/99) which would be provided by the Forest Service. The Forest Service may observe or re-inspect the NFF's plots at any time.

C. Pile, papering of piles, and lop and scatter treatment quality shall reflect compliance with requirements.

D. The NFF's quality control inspections for thinning shall meet Forest Service quality assurance to be considered acceptable.

E. When the NFF's inspection results are below the expected quality based on the NFF's quality control inspection and verified by the Forest Service monitoring, and excess trees or slash contribute to the deficiency, acceptance will not be made until the deficiency has been corrected unless the Forest Service determines the deficiency to be minor or an isolated situation that will not result in any material differences in meeting the objectives for the unit. The Contractor may improve quality by re-working an area if they desire. However, the Contractor shall not modify the quality of an area for the purpose of improving an area identified or anticipated as an inspection plot.

F. Specific Inspection Procedures:

### **Sampling**

*Plots.* At least one percent of each treatment area will be sampled by a random series of plots distributed over the entire area. Plot size will be: 1/50 acre.

Work will be accepted for payment on the basis of a final inspection and passage of specifications described in Appendix E – Work Item Specifications. NFF RPF will inspect for compliance of specifications. Plots will be located throughout the sub-items so as to obtain a representative sample of the area. Sub-items will be inspected separately and not combined for the purpose of determining percent of satisfactory work.

A series of 1/50-acre plots (16.7 foot plot radius) distributed over the entire unit sufficient to yield at least a one-half of one percent sample (0.5%) will be taken. Plot centers will be marked.

**Quality of Work:** On each plot NFF's RPF will record the plot number, whether the plot is satisfactory or un-satisfactory and the reason if un-satisfactory. Each plot will be examined to record findings on the items in "1" through "5" listed below. To be considered satisfactory these items must meet the following criteria:

1. Number of leave trees that should have been left per specifications.
2. Total number of trees that were left.
3. Number of missing leave trees (#1 minus #2).
4. Number of excess trees (#2 minus #1).
5. Plot result - pass or fail and reason.

Upon inspection of all plots per sub-item, the quality of thinning spacing shall be calculated as follows:

$$1.00 - \frac{(\# \text{ of missing leave trees}) + (\# \text{ of excess trees})}{(\# \text{ of leave trees that should have been left})} \times 100 = \% \text{ Quality}$$

**Pass/Fail Criteria:**

All contractor generated slash has been bucked and piled according to Appendix E - Specifications. Unpiled contract generated slash will fail the plot unless lop and scatter treatment was previously approved. No piled thinning slash will be allowed within piling exclusions. Any thinning slash that is piled within an exclusion area will fail the plot.

Inspection calculations.

Quality of Work will be calculated over the entire sub-item. An 85% or greater must be achieved utilizing the formula to be considered acceptable.

Pass/Fail Criteria will be calculated at each plot and assessed as a pass or fail. At the end of the inspection, these will be calculated into a percentage representing the number of passing plots as compared to the number of plots taken. The plots must show 85% or greater to be considered acceptable.

The final calculation to determine the overall acceptance will be computed by taking the average of the percentage of Quality of Work and the percentage in Pass/Fail.

**Acceptance and Payments**

Work on this contract will be deemed acceptable when work meets the 85% criteria. Payment will be made in full if inspection results are 85% or higher. If overall percentage is lower, contractor will be asked to rework unit until 85% criteria is met. No payment will be made if results are less than 85 %.

**Optional Item 4: Liberty Hand Thin – Unit: 3027. Fuels Treatment – Chipping and Haul:**

Chip all slash, small trees and bole wood  $\leq 14$ " diameter within 100 feet of any area accessible by a chipper. This Optional Work Item requires all chipped material to be removed off site, rather than piled on-site.

## APPENDIX G GUIDELINES FOR OPERATIONS

The following Guidelines for Operations apply to activities under this Agreement, when relevant to the project. These guidelines are intended to clarify the expectations of the parties related to these specific areas of operations.

1. **Contract Area Map (Map).** This is the boundary of the Contract Area as shown in Appendix C and designated on the ground by the Forest Service to meet the anticipated needs of the parties. The following are identified on the Map as relevant:
  - a) Identified patented claims.
  - b) Boundaries of all stewardship treatment units.
  - c) Areas where leave trees are marked to be left uncut.
  - d) Specified roads.
  - e) Roads and trails to be kept open.
  - f) Improvements to be protected.
  - g) Locations of known wildlife or plant habitat to be protected.
  - h) Locations of areas known to be infested with specific invasive species of concern.
  - i) Streamcourses to be protected.
  - j) Locations of wetlands requiring protection.
2. **Use of Roads by the Contractor.** Contractor is authorized to use existing National Forest system roads and specified roads. The Parties will determine that such use will not cause damage to the roads or National Forest resources.
3. **Protection of Residual Trees.** Contractor's operations shall not unnecessarily damage young growth or other trees to be reserved.
4. **Safety.** 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 Contract Area. The Contractor has all responsibility for compliance with safety requirements for the Contractor's employees.

When operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install, and maintain all 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.

During periods of general recreation activity within Contract Area or vicinity, the Forest Service may restrict cutting operations to days other than Saturdays, Sundays, and holidays.

## OPERATIONS SIGNING STANDARDS

All signs must be manufactured & installed as specified in the FHWA "**Manual on Uniform Traffic Control Devices**" (MUTCD) & FS publication "**Standards for Forest Service Signs & Posters**"( EM 7100-15).

### SIGN STANDARDS

**SHAPE & COLOR:** Generally, signs for maintenance operations are either diamond-shaped or rectangular. All signs are *reflective orange background with black legend and border* unless shown otherwise. Hand painted, homemade signs are not legal. Fluorescent paint is not reflectorized.

**SUBSTRATE:** Sign substrate material may be High Density Overlay (HDO) Plywood, Aluminum, Fiberglass Reinforced Plastic, Corrugated Plastic or Roll-up Fabrics.

**SIGN SIZE:** Sign size is a factor of speed and MUTCD & FS standards. Where conditions of speed, volume, or special hazard require greater visibility or emphasis, larger signs should be used. Minimum sizes for the most common signs can be found in Figure 4. Refer to the EM-7100-15 for additional sign sizes.

**LEGEND:** All lettering shall be Series "C" alphabet, conforming to Standard Alphabets for Highway Signs. Letter size is also a function of speed - use letter size and word messages as specified in MUTCD and EM-7100-15.

### SIGN PLACEMENT

Signs are to be installed in locations as agreed to in the traffic control plan. All signs are to be removed, covered, or folded when operations are not in progress or the sign message is not applicable. Signs should generally be located on the right-hand side of the roadway. When special emphasis is needed, signs may be placed on both the left and right sides of the road. Sign message shall be clearly visible to road users, mounted on posts or portable sign stands.

#### **LATERAL CLEARANCE**

From the edge of the road - 2 foot minimum, where slope limits to less than 6 feet. 6-12 foot preferred.

#### **HEIGHT**

Minimum of 7 feet, measured from the bottom of the sign to the near edge of the travelway. The height to the bottom of a supplemental sign mounted below the primary sign will be 6 feet.

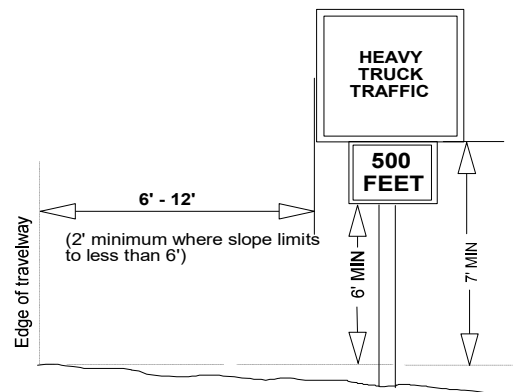


Figure 1: Sign Placement Dimensions

**PLACEMENT DISTANCE**

Signs must be located 100-500 feet prior to the activity, (both ends if a through road) and maintained at that distance. This distance is based on speed. Refer to Figure 2 , Table II-1, MUTCD, a portion of which is reproduced here, to determine correct placement distance.

Posted or 85 percentile speed MPH	Declaration to listed advisory speed MPH				
	10	20	30	40	50
20	NA				
25	100				
30	150	100			
35	200	175			
40	275	250	175		
45	350	300	250		
50	425	400	325	225	
55	500	475	400	300	
60	575	550	500	400	300
65	650	625	575	500	375

Figure 2: A Portion of MUTCD TABLE II-1

**SIGN SUPPORTS**

**POSTS:** Signs are to be mounted on separate posts. Supplemental signs such as Speed Advisory plates are to be mounted on the same post as the primary sign. **Do not mount signs on trees or other signs.** Posts may be wood, metal, carsonite or similar material. Where sign supports cannot be sufficiently offset from the road edge, supports will meet breakaway standards. Single wood posts with less than 24 square inches do not require breakaway design.

**TEMPORARY/PORTABLE SUPPORTS:** Portable supports may be used for short-term, short-duration, and mobile conditions. MUTCD defines this time period as one work shift, 12 hours or less. All portable supports must meet MUTCD standards, including breakaway. These must be a minimum of 1 foot above the road surface or more if visibility requires it

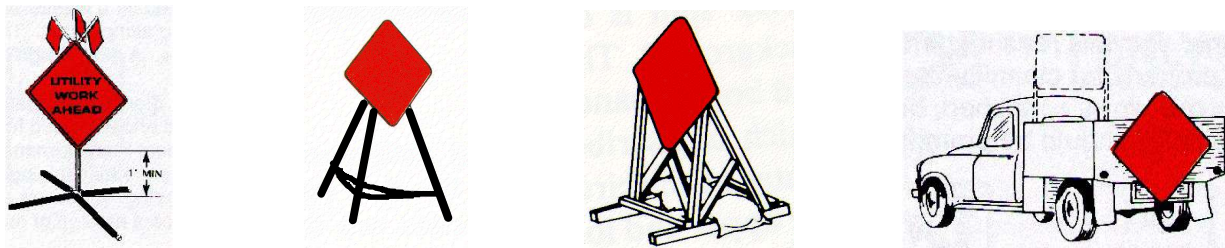


Figure 3: Examples of Temporary/Portable Supports

- 5. Accident and Injury Notification.** The Contractor shall notify Forest Service and NFF 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 Contractor’s Operations.

Contractor shall notify Forest Service and NFF within 8 hours of any personal injury accident. For vandalism and personal property accidents, Contractor shall notify Forest Service and NFF 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 a Forest Service investigation.



6. **Sanitation and Servicing.** Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by Contractor's operations. Precautions shall include if facilities for employees are established on the Contract 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 Contract 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 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 National Forest lands 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.
7. **Prevention of Oil Spills.** If Contractor maintain(s) storage facilities for oil or oil products on the Contract 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 Contract Area that are caused by Contractor's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of Contractor operations. Contractor will take whatever initial action may be safely accomplished to contain all spills.
8. **Hazardous Substances.** Contractor shall notify the National Response Center, NFF, and Forest Service principal contact of all releases of reportable quantities of hazardous substances on or in the vicinity of the Contract Area that are caused by Contractor employees, agents, contractors or their employees or agents, directly or indirectly, as a result of Contractors operations, in accordance with 40 CFR 302.

#### **PROTECTION MEASURES NEEDED FOR PLANTS, ANIMALS, AND RESOURCES:**

Locations of known areas needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Contract Area Map and/or identified on the ground. Special protection measures needed to protect such known areas are identified in this section.

In addition to any special protection measures noted, Contractor has a general duty to protect all known and identified resources referenced in this section from damage or removal during Contractor's operations. Discovery of additional areas, resources, or members of species needing special protection shall be promptly reported to the other party, and operations shall be delayed or interrupted at that location, if Contracting Officer or NFF Representative determines there is risk of damage to such areas, resources, or species from continued operations.

Contractor shall immediately notify Forest Service and NFF if disturbance occurs to any area identified as needing special protection measures and shall immediately halt operations in the vicinity of the disturbance until Forest Service authorizes Contractor to proceed. Contractor shall bear costs of resource evaluation and restoration to identified sites. Such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

Forest Service has exercised due diligence and followed established protocols in identifying known areas needing special protection measures. Nevertheless, nothing in this provision shall be interpreted as creating any warranty that all locations and special measures for the protection of plants, animals, other resources have been described herein, elsewhere in the contract, or designated on the ground.

**Table 1. Protection Measures**

<b>Label on Contract Area Map</b>	<b>RESTRICTIONS</b>
No Pile Zone	No piling in areas of sensitive resources that are marked on the ground with either blue/black striped flag, and/or blue/fluorescent orange flags. Piles must be built outside flagged area. Felling is permitted within No Pile Zones. Directionally fell trees for removal outside of flagged area. Hand-carry all contractor generated slash and pile outside of flagged areas.
Wildlife Protected Activity Center “PAC”	Spotted Owl PAC displayed on map. See Table G.4 for active PAC Limited Operating Period. Notify USFS/NFF prior to implementation. Avoid cutting trees with wildlife plaques mounted on trees. No cutting between March 1 <sup>st</sup> - July 9 <sup>th</sup> .
Stream Channels	No piling permitted within streamcourse buffers. Streams are identified on Contract Maps. These areas are marked on the ground with red/black striped flagging. Directionally fell trees to avoid stream disturbance and reduce amount of material required to be hand carried to piling locations.
Stream Environment Zones “SEZ”	Piles are permitted in SEZ vegetation areas so long as they are outside of streamcourse buffers. Piles must be spaced 10 ft away from each other. SEZ Vegetation areas are indicated on the Contract map and are flagged on the ground. Consult with Contracting Officer or NFF Representative for questions about SEZ delineation.

**PROTECTION OF IMPROVEMENTS**

So far as practicable, Contractor shall protect all physical improvements including, but not limited to, roads, trails, ditches, fences, waterlines, and other improvements, existing in the contract area, determined to have continuing need or use, and designated on the Contract Area Map and/or as listed in Table 2. Protected Improvements, below.

Contractor shall keep all roads and trails needed for fire protection or other purposes and designated on the Contract Area Map reasonably free of equipment and products, slash, and debris resulting from Contractor operations. Contractor shall make timely restoration of any such improvements damaged by Contractor operations and, when directed (because of such operations) shall move such improvements if and as specified by the Forest Service.

All protected improvements will be protected from damage by Contractor. If any protected improvements are disturbed, Contractor shall immediately contact the Forest Service and NFF and will be liable for the cost of repairs. Contractor **shall notify Forest Service at least 7 days prior to any operations in the vicinity of improvements** identified on Contract Area Map or in Table 2. Protected Improvements, below.

**Table 2. Protected Improvements**

IMPROVEMENT	DESCRIPTION	LOCATION
Roads	All paved roads and parking lots: Units 5025, 29, 1028,1032, 34, and 1068 (including associated features)	As identified on Contract Area Map
Trails	All USFS Trails in and adjacent to Units 24, 3025, 3027, 1028, 3028, 29, 2029, 1032, 1066, 68, and1068 (including associated features).	As identified on Contract Area Map
Powerlines	All Powerlines and utility lines in and adjacent to All Units	As identified on Contract Area Map
Approved Improvements such as Water/well infrastructure; Water Lines; Communication Lines	Approved Improvements in and adjacent to Units 3027, 3028, 1028, 2029, 1032, and 1066 (including associated features)	Generally identified on Contract Area Map. Consult with USFS/NFF for detailed locations.
Gates	All USFS and Eldorado County gates (including associated features)	As identified on Contract Area Map
Cabins, Out-Buildings, other structures	Cabins in and adjacent to Units 3028, 1028, 2029, 1032, and 1066 (including associated features)	As identified on Contract Area Map

9. **Felling, Bucking, Piling, and Lop & Scatter:** See Appendix E, Tables 2. and 3., and Items 1 and 2 for specifications; as well as Table 3. Protected Cutting and Piling Measures, below. Felling shall be done to minimize damage to residual green trees within the project area.

Trees shall be felled away from No Pile Zone areas unless agreed otherwise. To the extent feasible, trees shall be felled so that their tops do not extend outside treatment units. Any material felled outside of treatment units shall be bucked and moved back into treatment unit boundaries, unless it is unsafe to do so and agreement to leave in place is approved by the Contracting Officer or NFF Representative. Buck trees to ensure boles are in contact with the ground to provide stability and prevent jackpotting of downed fuels.

Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Appendix E, except that occasional stumps of greater heights are acceptable when Contractor determine(s) they are necessary for safe conduct of cutting operations. Unless otherwise agreed, Contractor shall re-cut high stumps so they will not exceed heights specified in Appendix E and shall dispose of severed portions in the same manner as other logging debris.

**Table 3. Protected Cutting and Piling Measures**

UNIT	DESCRIPTION	LOCATION
3025, 3027, 1028, 2029, 34 and 1066	No pile zones present: Cutting permitted. Hand carry activity fuels outside of no pile zone. See Appendix E Item 2.	As identified on Contract Area Map
24	No Cutting within 10 feet of live whitebark pine	Flagged and GIS location data available
1066	SEZ vegetation present throughout unit. 10 ft pile spacing required within unit. See Appendix E Item 2.	As identified on Contract Area Map
All units	Directionally fell trees away from streamcourses.	As identified on Contract Area Map

10. **Trails:** Provide a **minimum of 7 days of notice** of intent to start operations in each unit, as identified in Appendix E Table 3, to allow for the NFF and the Forest Service to provide advanced notice to ensure that the public is aware of project activities. Contractor shall provide signs and trail guards which will be required during felling operations near roads and trails. Minimize dragging slash across managed trails. Buck and hand carry material over or across trail infrastructure. Repair and rehabilitate any incidental damage caused to trails. Repairs and/or rehabilitation shall be inspected and approved by the Contracting Officer or NFF Representative. Remove slash and do not pile within 25 feet of recreation improvements and facilities, classified roads, and trails as feasible or as approved by Contracting Officer or NFF Representative. Retain large diameter woody material adjacent to trails to define trail corridor and limited off-trail travel or creation of alternate trail lines. No slash material shall be placed on trails.

**Wildlife and Recreation Habitat Limiting Operating periods:**

11. **Federally listed, or species of concern,** for American goshawk, bald eagle, California spotted owl, pallid bat, Townsend’s big eared bat, Pacific marten, finged myotis, or western bumble bee, may require limited operating periods (LOP’s). See Table 4 for active LOP’s.

12. **Wildlife and Recreation Limited Operating Period:**

LOP’s related to Wildlife are listed in Table 4 below. Check with USFS/NFF prior to operations to confirm LOP is active for any given operating year.

Recreation Resident Cabins present in/near units as listed in Table 4, below. LOP active from Memorial Day (May 26, 2025) – Labor Day (September 1, 2025). No cutting shall occur during this period unless otherwise approved by USFS personnel. Residents may still be present after LOP is lifted. Provide a **minimum of 7 days of notice** of intent to start operations in units.

Units 2025, 29, 2029, 34 and 1068 are in proximity to roads that receive high traffic during the summer months. Additional safety measures may be warranted if work activities occur during this period.

**Table 4. Limited Operating Periods**

<b>Wildlife Limited Operating Period Units</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>
3028, and 1066	Wildlife PAC no cutting period between February 15 <sup>th</sup> - July 9 <sup>th</sup>	As identified on Contract Area Map
<b>Recreation Limited Operating Period Units:</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>
3028, 1028, 2029, 1032, and 1066	Recreation Residents Cabins present, no cutting between Memorial Day and Labor Day unless approved by USFS/NFF.	As identified on Contract Area Map

13. **Protection of Streamcourses and Sensitive Vegetation/Soils:** Streamcourses that are subject to provisions of this Section are shown on Contract Area Map. No pile zones include the area within 25 feet for perennial or intermittent streams, and within ephemeral stream channels. No pile zones are flagged in red/black candy stripes within treatment units and are labeled with a streamcourse buffer type on project maps. Ephemeral streamcourse are marked with a red/black candy stripe linear flag line in center channel. Do not alter riparian vegetation within 5 feet of stream bank edge. Unless otherwise agreed, the following measures shall be observed to protect streamcourses:

- (a) Contractor’s operations shall be conducted to prevent debris from entering streamcourse. In the event Contractor causes debris to enter a streamcourse 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 48 hours, and in an agreed manner that will cause the least disturbance to streamcourse.
- (b) Flow in streamcourse may be temporarily diverted only if such diversion is necessary for Contractor’s 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.

**Table 5. Protected Streamcourses**

Label on Contract Area Map	Restrictions
Ephemeral	No piles shall be placed inside ephemeral stream channels. Ephemeral channels are marked on the ground with red/black stripe flagging. Flagging is located in the center line of ephemeral channels.
Intermittent and Perennial	No piles shall be placed within 25 feet of an intermittent or perennial streamchannel. Either side of channel is flagged on the ground with red/black stripe flagging.

**Table 6. Stream Environmental Zones (SEZs)**

Unit	DESCRIPTION	LOCATION
29, 2029, 1032, 1068, 34	SEZ areas present. Piling permitted in SEZ, so long as piles are constructed outside No Pile Zone Buffers. Piles must be spaced at least 10 feet from another pile.	As identified on Contract Area Map
1066	Stream Environment Zone Unit. Piles must be spaced at least 10 feet from another pile. See Appendix E Item 2 for piling specifications.	As identified on Contract Area Map

**15 Fire Precautions and Control.**

- a) **Plans.** Prior to initiating Contractor’s operations during Fire Precautionary Period, Contractor’s shall file with Forest Service a Fire Prevention and Control Plan providing for the prevention and control of fires on the Contract Area and other areas of Contractor’s Operations. Such plan shall include a detailed list of personnel and equipment at Contractor’s disposal for implementing the plan. This requirement may be met by preparing a single plan for more than one contract.
- b) **Fire Precautions.** Specific fire precautionary measures listed in this Appendix shall be applicable during Contractor’s Operations in “Fire Precautionary Period” described. The dates of Fire Precautionary Period may be changed by agreement, if justified by unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire-fighting at all times during Contractor’s operations in Fire Precautionary Period.

- c) **Substitute Precautions.** The Forest Service may authorize substitute measures or equipment, or waive specific requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.
- d) **Emergency Precautions.** The Forest Service may require the necessary shutting down of equipment on portions of Contractor's Operations, as specified by the emergency fire precautions schedule. Under such conditions, after Contractor cease(s) active operations, Contractor shall release for hire by Forest Service, if needed, Contractor's shutdown equipment for fire standby on the Contract Area or other areas Contractor's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by Contractor's for other fire-fighting or protection from fire. Equipment shall be paid for at fire-fighting equipment rates common in the area or at prior agreed rates and, if Contractor request(s), shall be operated only by personnel approved by the Contractor. Personnel so hired shall be subject to direction and control by Forest Service and shall be paid by Forest Service at fire-fighting rates common in the area or at prior agreed rates.
- e) **Fire Precautionary Period and Fire Precautions.** Specific fire precautionary measures are set forth below. Upon request of Forest Service, **Contractor shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. Contractor shall promptly remedy deficiencies found through such inspecting and testing.**
  - 1. **The requirements found in *Appendix\_H\_Fire Plan\_Liberty Hand Thin* shall apply during the period May-October and during other such periods as specified by Forest Service.**

16 **Fire Control.** Contractor shall, both independently and in cooperation with Forest Service and NFF, take all reasonable and practicable action to prevent and suppress fires resulting from Contractor's Operations and to suppress any forest fire on Contract Area. Contractor's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at Contractor's disposal on Contract Area,

- a) **The Partner's Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Contract Area or any other forest fire on Contract Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Forest Service may require further actions by Contractor until such fire is controlled and mopped up to a point of safety. Such actions may include any or all of the following as necessary to fight such fire:
- b) **Suspend Operations.** To suspend any or all of Contractor's Operations.
- c) **Personnel.** To release for employment by Forest Service any or all of Contractor's

personnel engaged in Contractor's Operations within the Contract Area. Any organized crew so hired shall include Contractor's supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire-fighting rates.



**APPENDIX H**  
**FIRE PLAN FOR CONSTRUCTION AND STEWARDSHIP CONTRACTS**

1. **SCOPE:**

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

2. **RESPONSIBILITIES:**

A. Contractor

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent 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 and National Forest Foundation (NFF)

The Forest Service and/or NFF 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



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

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

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

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

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

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

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

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

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

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

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

## 5. **GENERAL**

- A. **State Law:** In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Contractor must secure a special written permit from the District Ranger or designated representative before burning, welding or cutting metal or starting any warming fires. If contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Blasting:** Contractor shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a Fire Patrolperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.

- D. **Smoking:** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, the CO may approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.
- F. **Reporting Fires:** As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall notify Forest Service of any fires on Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to any of the following Forest Service facilities and/or personnel listed below, **but not necessarily in the order shown:**

Type	Name	Office Address	Office telephone
Dispatch Center	Camino Dispatch	2840 Mt. Danaher Rd, Camino	530-644-0200
911	Emergency		911
COR	Ariana Vargas	35 College Drive, SLT	530-721-9241
CO	Robert Guebard	35 College Drive, SLT	530-659-3950

**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
<b>Fire Supervisor</b>		
<b>Fire Patrolperson</b>		

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

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

Meyers, CA

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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:**

530-295-5699,

[www.fs.usda.gov/ltbmu](http://www.fs.usda.gov/ltbmu)

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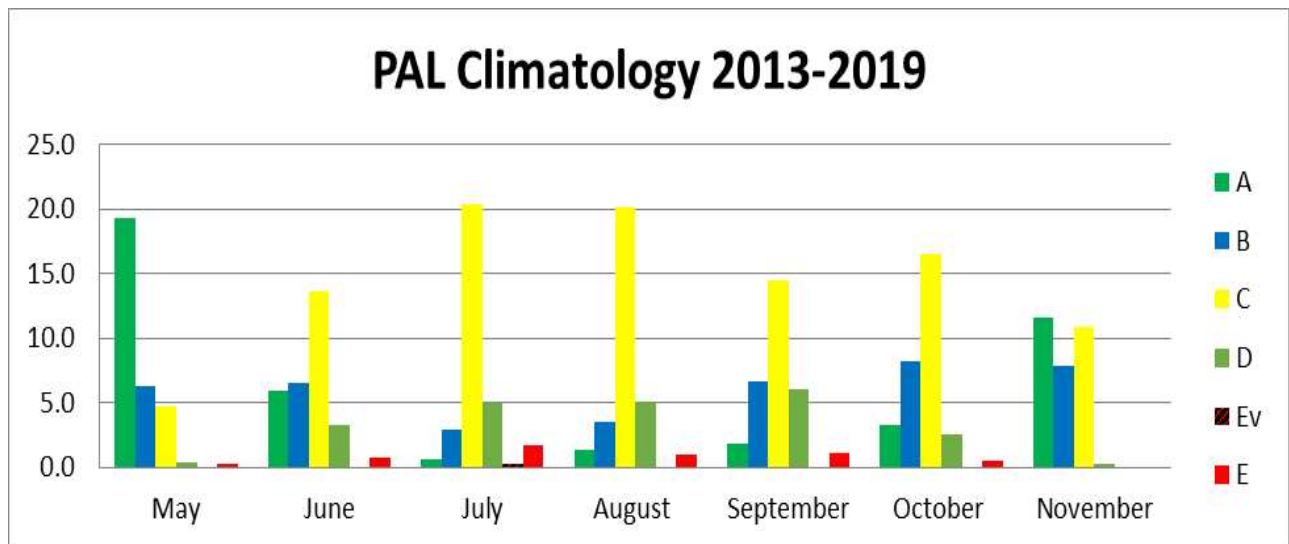
Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Contractor is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

## 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 with a blade or other equipment 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>	The following activities may operate all day: <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.</li> </ol> <p>All other activities are prohibited.</p>

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.

Project Activity Level Climatology							
Station/SIG/Unit:	MEYERS/BARON				Years Analyzed	2013 - 2019	
	Expected Days per Month at each PAL Value						Days Analyzed
Month	A	B	C	D	Ev	E	
May	19.3	6.2	4.7	0.4	0.0	0.3	209
June	5.9	6.5	13.7	3.2	0.0	0.8	204
July	0.6	2.9	20.4	5.0	0.3	1.8	211
August	1.3	3.5	20.1	5.1	0.0	1.0	214
September	1.8	6.7	14.5	6.1	0.0	1.1	203
October	3.3	8.2	16.5	2.5	0.0	0.4	207
November	11.6	7.9	10.9	0.3	0.0	0.0	200
<b>Total Per Season</b>	<b>43.7</b>	<b>41.9</b>	<b>100.8</b>	<b>22.7</b>	<b>0.3</b>	<b>5.4</b>	



**Project Activity Level (PAL) Ev Variance Application/Agreement**

Project Name: \_\_\_\_\_ Liberty Hand Thin \_\_\_\_\_

Contract Number: \_\_\_\_\_

Purchaser/Contractor Name: \_\_\_\_\_

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

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

**Location of operation:**

Slope Aspect Elevation	
Fuels on site of work location (immediate work area)	
Fuels in surrounding area	
10 day Forecast	
Short range predictions (Red Flags)	
Fuel Moistures (1hr, 10hr, 100hr)	
Response time of suppression resources	
Potential for ignition	
RAWS location	

**Current Fire Situation:**

Draw down information	
National Preparedness Level	

**Contractual considerations:**

Operating Season	
Frequency of recent contract fires in area	
Type of operation	



Purchaser/Contractors past performance	
Other site specific mitigation or precaution (i.e. Purchaser/Contractors proposals)	
<b>Social &amp; Community Considerations:</b>	
Proximity of high value resources	
Sensitivity of location	
<b>Mitigation measures:</b>	

Fire Management Consulted \_\_\_\_\_  
Name

Line Officer Concurred \_\_\_\_\_  
Name

Contracting Officer or Delegated Representative \_\_\_\_\_  
Name

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

Purchaser/Contractor Rep. \_\_\_\_\_ Date \_\_\_\_\_

**Instructions for Determining Variances for Continued Operations within Specific Units  
and With a Specific Time Frame**

1. Variances are in addition to the stated requirements for the Predicted Activity Level.
2. The Line Officer in consultation with the Forest Fire Management Officer or his/her representative will evaluate the items in the above check list as they relate to the existing and planned activities, add any mitigation measures as needed and the Line Officer will advise the Contracting Officer to execute the variance. The name of the Fire Management Representative and the Line Officer involved must be filled in but a signature is not required.
3. The delegated authority can be at the FSR/COR level since they would usually have more knowledge of the ground and access to the District Ranger.
4. The project area should be evaluated for differences in potential fire activity if a fire starts. This could necessitate the use of multiple forms. Examples of this would be units on a north slope near riparian areas vs. those on south slopes that would be dryer and expected to have more severe fire conditions or there is a significant difference from the predicted PAL and the actual conditions.
5. The Purchaser/Contractor or their representative should be consulted when determining types of variances that are being considered. They might be able to come up with other options.
6. Examples of written variances are:
  - A. Local assessment determines that existing precautions are adequate
  - B. Use of specialized detection equipment such as an infrared detection device for locating heat sources is required
  - C. Provide additional fire suppression resources (i.e. crews, equipment etc.) to achieve shorter response time.