

**Request for Proposals  
Challenge Mastication  
Plumas National Forest, California**

**Background and Statement of Work:** The National Forest Foundation (NFF) is working in partnership with the Plumas National Forest (PNF) in northern California to implement forest vegetation treatments on the Feather River Ranger District in Yuba County.

In identified units totaling about 694 acres, mastication of live or dead brush and some conifer and hardwood trees 9.9 inches DBH and less will be treated according to the specifications described in section I(a) below. This is a maintenance treatment, most units advertised with this request for proposals (RFP) have been logged or masticated within the last 5 years or less.

This RFP is the first NFF advertisement associated with the implementation of the PNF Community Protection Project as part of the Department of Agriculture Wildfire Crisis Strategy. NFF intends to build a multi-year program of work that *may* include additional mastication on the west side of the PNF. Pending successful performance and continued funding, it is likely that work that is similar in scope may be added to the contract negotiated as a result of this RFP, however no additional work is guaranteed or promised.

**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 maintenance of west side forest vegetation treatments to reduce fire danger and promote forest resilience, including the following treatments:

1. In identified units, all brush, both dead and alive, greater than 6 inches in height shall be machine masticated (shredded, mulched, or chipped). Pacific yews, black oaks, dogwoods, and California nutmeg vegetation shall not be masticated unless necessary for equipment accessibility.
2. Contractor shall masticate all conifer and hardwood trees, not designated as leave trees, 9.9 inches or less dbh. Contractor shall select conifer or hardwood leave trees in order to retain 20-25 foot spacing between leave trees. In specific units, greater or lesser leave tree spacing may be designated in writing before operations commence in the unit. In no case will a leave tree spacing of less than 16 feet be prescribed. Species in order of preference when choosing leave trees are sugar pine, ponderosa pine, Douglas-fir, incense cedar and white fir.
3. All masticated vegetation shall have a stump height generally no greater than 3 inches above ground level as measured on the uphill side or 6 inches above obstacles (i.e. large rocks, down logs not designated for mastication).
4. Existing unmerchantable logs > 12 inches at the small end diameter and > 10 feet in length shall not be masticated. Existing snags > 16 inches dbh shall not be masticated. Contractor shall not masticate vegetation within stream course buffer shown on the final contract map unless otherwise flagged on-the-ground or agreed to in writing.
5. Small groups (0.25-0.5 acres) of conifers, hardwoods and brush may be designated for retention to meet wildlife cover objectives for units 10 acres or more in size. Approximately 1 group per 10 acres may be identified to be left untreated. Retention areas will be mapped on a georeferenced map and/or flagged on the ground before operations commence in the unit.
6. Residual masticated vegetative debris resulting from contractor's operations shall lie flat on the ground and generally not exceed 12 inches in height. Individual pieces of vegetative debris shall generally not exceed 6 feet in length. No masticated or cut material shall accumulate against leave trees or be left in roadways.
7. On tan-oak sprouts, which most of the units are composed of, leaving 1 to 3 single sprouts on the stump is encouraged to train the sprouts into trees and lessen the vigor of the resprouting mechanism.
8. Minor road work or road reconditioning may be required to gain access to all areas. Road damages (such as excessive rutting or other similar) resulting from Contractor's operations must be repaired.
9. Equipment washing before moving onsite may be required to prevent the spread of noxious weeds.
10. A fire plan will be required at the time of contracting, and compliance with fire restrictions will be required during operations. (Appendix C)

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.

- (b) Project Location – Approximately 694 acres located primarily in Township 19 North, Range 7 East, in the Yuba foothills of the Feather River Ranger District on the Plumas National Forest, Yuba County, California. See Appendix A: Maps.
- (c) Work Schedule – The contractor will make their own work schedule that prioritizes production and progress, conforms to industry standards and accommodates potential shutdowns for fire restrictions or to protect soil, water, and wildlife resources.

### **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.

### **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 attached as Appendix B.

## **II. REQUIRED COMPONENTS**

### **Technical Proposal**

Please provide a detailed technical approach to the work.

### **Contractor Qualifications**

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

### **Pricing Schedule**

Contractor shall price work according to the schedule below. Prevailing wages are required per conditions of funding sources (Prevailing wage applies to road construction only).

|     | <b>Task/Item</b>            | <b>Units</b> | <b>Unit Cost</b> | <b>Extended Cost</b> |
|-----|-----------------------------|--------------|------------------|----------------------|
| (a) | Mastication maintenance     | Acre         |                  |                      |
| (b) | Mastication first treatment | Acre         |                  |                      |
| (c) | Road Maintenance            | Mile         |                  |                      |
| (d) |                             |              | <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 September 19 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
- Equipment and contractor capability
- Timing of when contractor can begin and/or finish the project
- Past performance, references, and USFS feedback

##### Level 2 Criteria

- Technical proposal / proposed approach to project
- Overall strategic benefits to meeting NFF goals and grant needs, requirements, and timelines

##### 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.

Ivy Kostick  
National Forest Foundation, Northern Sierra Program Manager  
ikostick@nationalforests.org

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

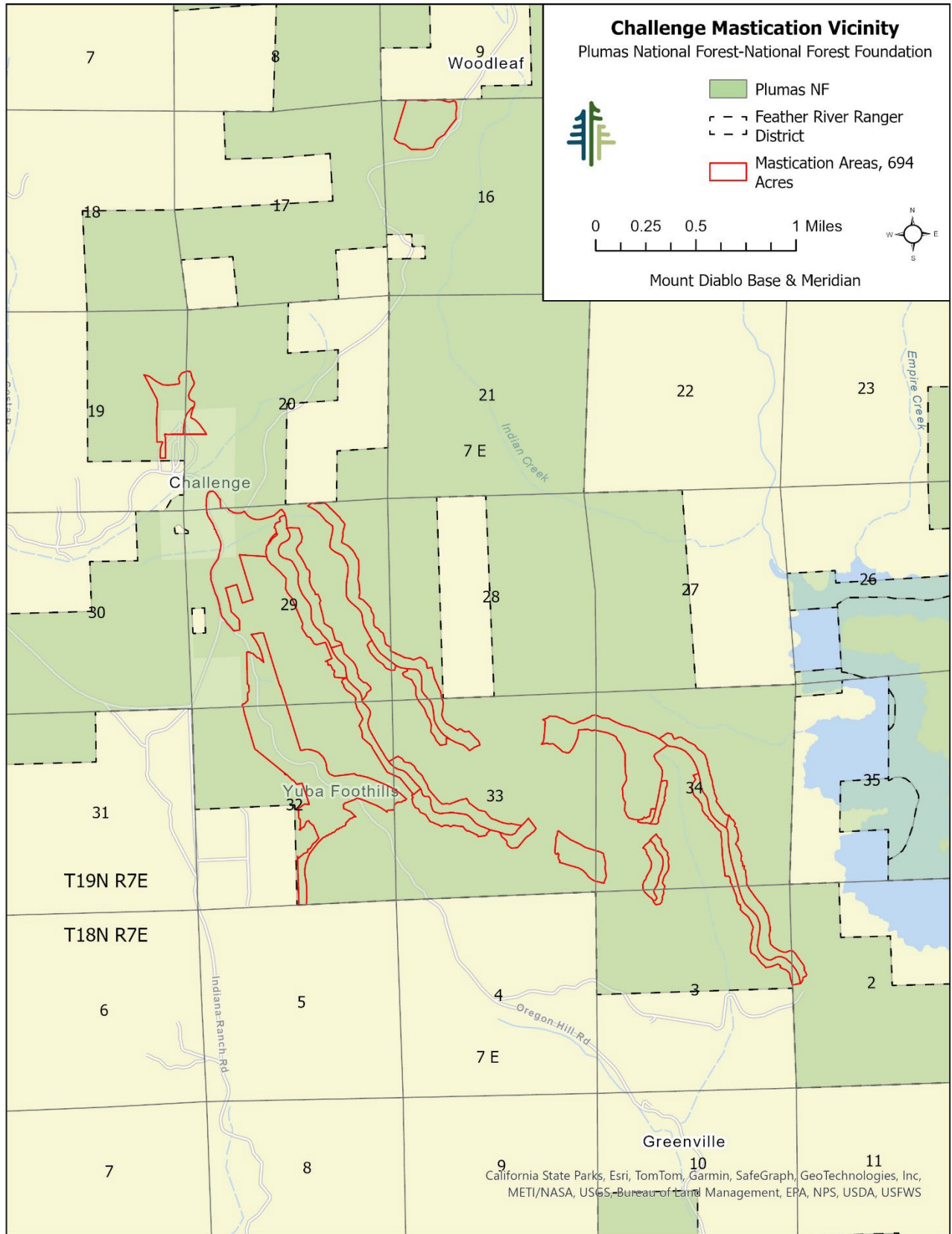
**Bid Submission**

Submit bids via email to [ikostick@nationalforests.org](mailto:ikostick@nationalforests.org) by Thursday, September 12.

**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 A: Maps

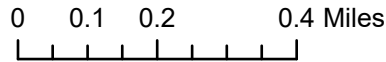


# Challenge Mastication North

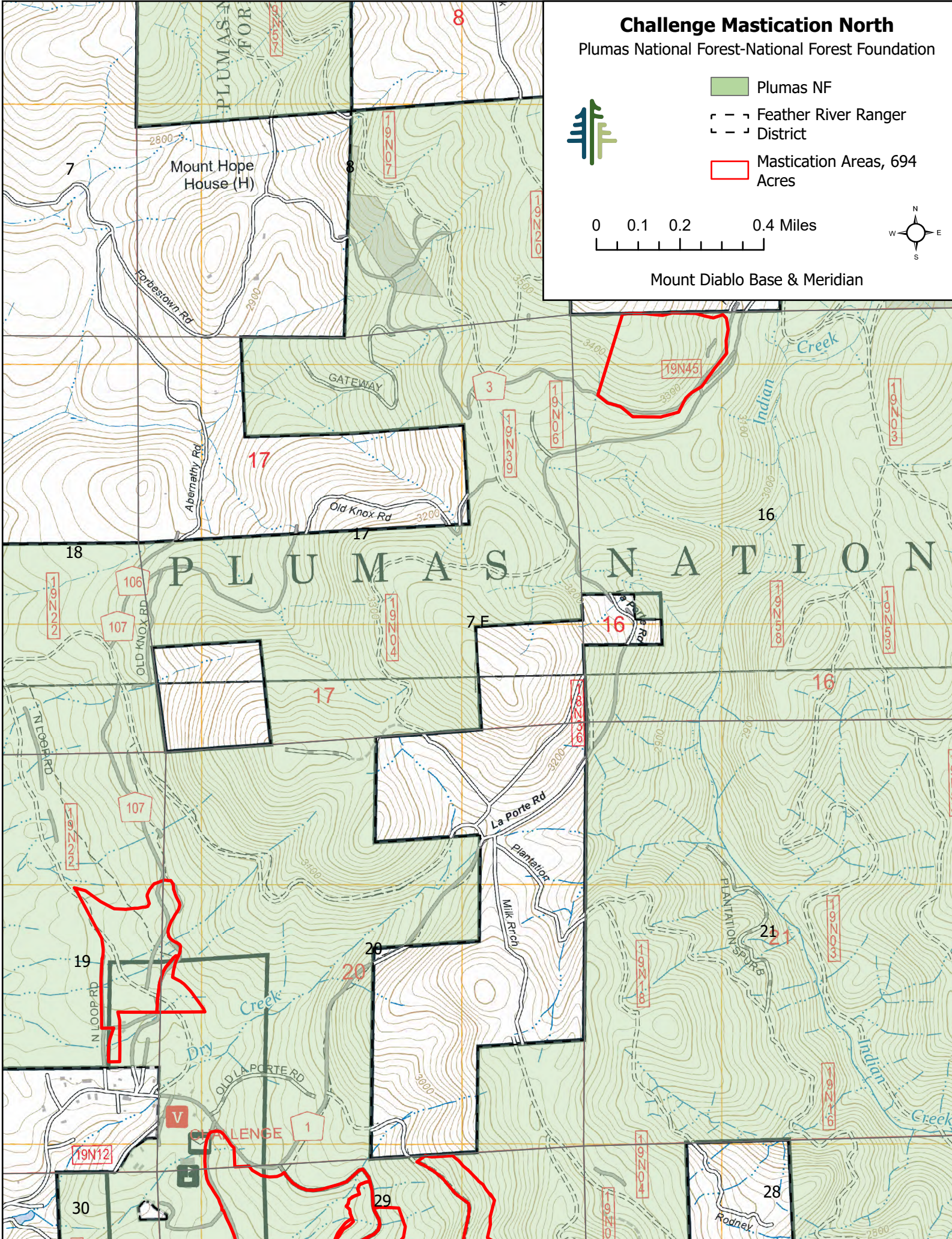
Plumas National Forest-National Forest Foundation



-  Plumas NF
-  Feather River Ranger District
-  Mastication Areas, 694 Acres



Mount Diablo Base & Meridian






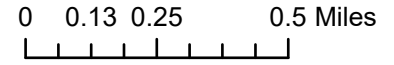


# Challenge Mastication South

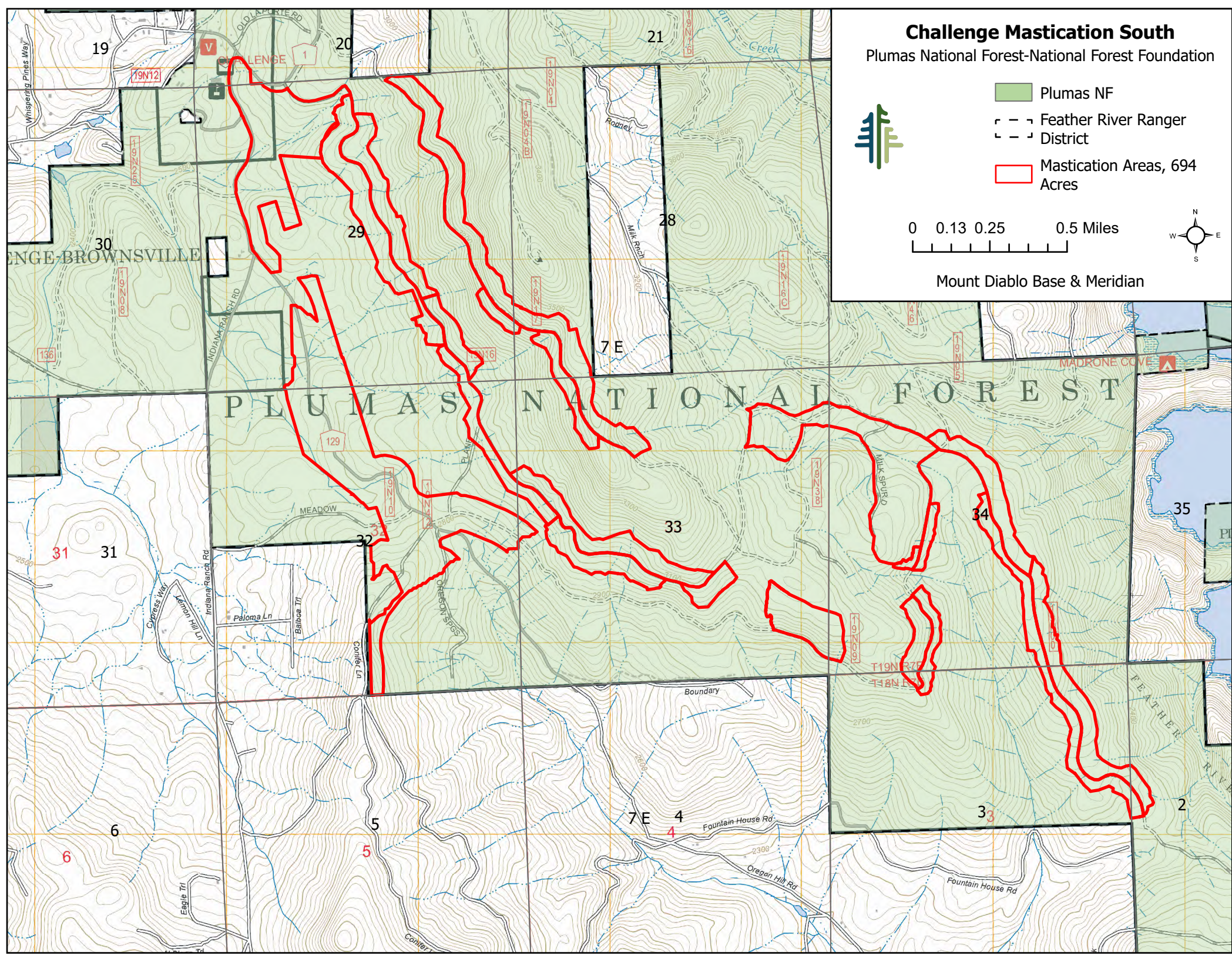
Plumas National Forest-National Forest Foundation



-  Plumas NF
-  Feather River Ranger District
-  Mastication Areas, 694 Acres



Mount Diablo Base & Meridian



## Appendix B

**NFF Funding Code: 1596055**

**NFF Funding Name: SA SPA Plumas Comm Protection Central and West Slope**

**Funder Agreement ID: 23-SA-11051100-020**

### 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/are 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.

# Appendix C

## FIRE PLAN FOR CONSTRUCTION AND SERVICE CONTRACTS 01/27/2016

### 1. **SCOPE:**

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

### 2. **RESPONSIBILITIES:**

#### A. Contractor

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

#### B. Forest Service

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

### 3. **DEFINITIONS:**

The following definitions shall apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **GENERAL**

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

|                        | Name                   | Office Address                  | Office telephone    |
|------------------------|------------------------|---------------------------------|---------------------|
| <b>Dispatch Center</b> | <b>Plumas Dispatch</b> | <b>159 Lawrence, Quincy, CA</b> | <b>530-283-7858</b> |
|                        | Mt. Hough RD           | 39696 Hwy 70, Quincy, CA        | 530-283-0555        |
| COR                    | Dave Kinateder         | 39696 Hwy 70, Quincy, CA        | 530-283-7671        |

**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:

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

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

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

**Central/Quincy RD and Cashman  
RAWS  
(American Valley, Empire)  
West/Jarbo Gap and Pike County  
RAWS  
(Bucks)**

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

**Phone Number or Website to obtain Predicted Activity Levels:**

1-800-847-7766

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.<br>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.<br>2. No Dead Tree felling after 1:00 PM, except recently dead.<br>3. No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.   |
| <b>Ev</b>    | <p>1. The following activities may operate all day:</p> <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> <p>2. Hot Saws or Masticators may operate until 1:00 PM; provided that:</p> <ul style="list-style-type: none"> <li>a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator.</li> <li>b) Any additional restrictions specified by the Forest.</li> </ul> <p>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</p> <p>4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:</p> <ul style="list-style-type: none"> <li>• Rubber Tire Skidding</li> <li>• Chipping on Landings</li> <li>• Helicopter Yarding</li> <li>• Fire Salvage</li> </ul> <p>When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).</p> |
| <b>E</b>     | <p>The following activities may operate all day:</p> <ol style="list-style-type: none"> <li>1. Loading and hauling logs decked at approved landings.</li> <li>2. Loading and hauling chips stockpiled at approved landings.</li> <li>3. Servicing Equipment at approved sites.</li> <li>4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development).</li> <li>5. Chainsaw operation associated with loading at approved landings.</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      |   |          |          |          |                |             |          |  |
|---|---|----------|----------|----------|----------------|-------------|----------|--|
| Fire Danger Rating Area/Weather Station | <b>Central/Quincy RD and Cashman RAWS</b> |          |          |          | Years Analyzed | <b>2013</b> |          |  |
|   | <b>A</b>                                  | <b>B</b> | <b>C</b> | <b>D</b> | <b>Ev</b>      | <b>E</b>    | Days     |  |
| Month                                   | Expected Days per Month at Each PAL Value |          |          |          |                |             | Analyzed |  |
| June                                    |   |          | 11       | 6        | 11             | 0           | 30       |  |
| July                                    |   |          | 5        | 6        | 20             | 0           | 31       |  |
| August                                  |   |          |          |          |                |             |          |  |
| September                               |   |          |          |          |                |             |          |  |

| Project Activity Level Climatology      |   |          |          |          |                |             |          |  |
|---|---|----------|----------|----------|----------------|-------------|----------|--|
| Fire Danger Rating Area/Weather Station | <b>West/Jarbo Gap andPike County RAWS</b> |          |          |          | Years Analyzed | <b>2013</b> |          |  |
|   | <b>A</b>                                  | <b>B</b> | <b>C</b> | <b>D</b> | <b>Ev</b>      | <b>E</b>    | Days     |  |
| Month                                   | Expected Days per Month at Each PAL Value |          |          |          |                |             | Analyzed |  |
| June                                    |   |          | 22       | 1        | 0              | 0           | 30       |  |
| July                                    |   |          | 18       | 9        | 1              | 0           | 31       |  |
| August                                  |   |          |          |          |                |             |          |  |
| September                               |   |          |          |          |                |             |          |  |

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

Project Name: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Contractor Name: \_\_\_\_\_  
 Request #\_\_, for period: \_\_\_\_\_  
 Units/Subdivisions Affected: \_\_\_\_\_

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

**Proposed Actions:**

**Description of Mitigation Measures:**

**Remarks:**

\_\_\_\_\_  
Fire Management Officer Concurrence

\_\_\_\_\_  
Date

\_\_\_\_\_  
Line Officer Approval

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Date