

Coutolenc MacNab Fuels Reduction

Butte County, California

Request for Proposals

September 10th, 2026

PROJECT DESCRIPTION

Butte County Resource Conservation District (BCRCD) solicits contractors' interest in providing manual fuels reduction and removal within the Coutolenc Rd MacNab Cypress Grove, which burned in November 2018. The work involves cutting live material, collecting dead down material, relocating some existing piles, and felling some hazard snags. All material cut/collected will be removed from the site.

This project is in collaboration with the Plumas National Forest- Feather River Ranger District.

Contractor Responsibility: The Contractor shall provide everything - including, but not limited to, equipment, supplies, transportation, labor, and supervision - necessary to complete the project, except for that which the contract clearly states is to be furnished by the District.

1. CONTRACTOR'S OBLIGATIONS

The Bidder must analyze and respond to all sections for this Request for Proposals (RFP) providing sufficient information to allow the District to evaluate the proposals. Please explain in detail how you would carry out the project and why your approach would be successful. The Contractor, by submitting this proposal, agrees that any costs incurred by the Contractor in responding to this RFP, are to be borne by the Contractor and may not be billed to the District.

The Bidder must complete and submit all 5 items listed below. If the District has any confusion or difficulty in retrieving the required information from a Contractor's bid, it may result in the disqualification of such bid.

1. Bid form with narrative description
2. Non-collusion affidavit
3. Fire Plan affidavit
4. At least 3 references for similar work conducted in the last 3 years (Experience on Forest Service lands preferred)
5. Finally, to consider your bid we must have your sign-in on the mandatory bid walk sign-in sheet (Sept 24, 2026 at 1 pm).

2. PROPOSAL SUBMISSION REQUIREMENTS

Contractor should mail, hand deliver, or email (PDF) their sealed proposal to the address listed below by **5:00 PM on Monday, October 5th**. Electronic submissions preferred.



Butte County Resource Conservation District
641 Entler Ave, Ste. 47
Chico, CA 95928

or

wolfy@bcrd.org

3. CRITICAL DATES

- A. Pre-Proposal Site Visit (Bid Walk): Thursday, September 24th, at 1 PM.
- B. Contractors wishing to submit a proposal on this project must attend a **mandatory prep-proposal meeting on Thursday, September 24th, at 1 PM**. Contractors and BCRCD staff will meet at [the](#) Coutolenc Road Macnab Cypress Trailhead in Magalia (parking lot is at red arrow on the map).



Additionally, you may use coordinates (39.814429, -121.577658).

- C. Question Submission: **Monday, September 28th at 5:00 PM.**

Contractors may submit questions by email to wolfy@bcrd.org before **Monday, September 28th at 5:00 PM**. All pertinent questions will be answered and shared via email with all of the other contractors who attended the mandatory pre-proposal site visit. The Contractor understands and agrees that it has a duty to inquire about and clarify any RFP questions that the Contractor does not fully understand or believes may be interpreted in more than one way. The BCRCD, however, is not required to answer questions that are not pertinent to the RFP or are considered to be proprietary information. Questions will be answered by **Thursday, October 1st at 5pm**.

Please address questions to:

Wolfy Rougle

Email: wolfy@bcrd.org

D. Proposal Due Date: 5:00 PM on Monday, October 5th.

Proposals shall be received by the BCRCD on or before **5:00 PM on Monday, October 5th** at the BCRCD address listed above. Late submissions will not be accepted. Electronic submissions preferred.

E. Contract Dates: After Notice to Proceed is issued through January 31st, 2027.

The Contractor shall not begin operation until the Notice to Proceed is issued, which we expect to occur on **October 15th, 2026**. All work shall be completed based on the phases outlined in the project specifications. Work will pause for winter weather at the discretion of Project Manager.

4. CONTRACTUAL COMMITMENT OF PROPOSAL

The contents of the submitted proposal will be considered obligations of the successful Contractor. No information should be submitted that is not intended to be incorporated into the proposal and any contract which may result from such proposal. If there is any inconsistency between the terms herein and any of the contract documents, the terms in the contract documents shall prevail.

5. General

Contractor is expected to follow the project specifications, site plans, permit requirements, and all state, federal, and county laws and standards for this project. The Contractor will be reporting directly to the District, however, Forest Service supervisors will be present as needed to make sure specifications are being met. Contractor's foreman **must** be familiar with contract specifications.

6. Project Location

See map. The project area is at the southern end of Magalia, CA at 2300 feet elevation. Winter snow is a once- or twice-yearly event here that could shut down work for 2-3 days at a time, but heavy winter rains are a much bigger factor in planning. The manual live fuels reduction area is approximately 8.7 acres, the manual dead fuels reduction area is approximately 17.5 acres, and the hazard tree felling area is ~54 acres. Township 23 N, Range 4 E, Section 30 Mount Diablo Meridian. See maps for details.



Description: Work unit boundaries will be digital.

Accessibility: Work site access instruction as given here is for information only. Unit boundary is accessible via county roads by 2-wheel drive vehicle. However, there is no vehicle access to the *interior* of the unit. Access to the interior of the unit is on foot only.

Directions to the Project Location: The project is located north of Paradise near the community of Magalia. To access the unit, take Skyway to the intersection with Coutolenc Rd and head north on Coutolenc; take the third right (distance is only a few hundred feet from Skyway). There is also a large level parking lot/staging area it's OK to use right at the corner of Skyway and Coutolenc. Access to the lower part of the sloping, hillside unit is behind a locked yellow gate. The selected contractor will be given access through the gate.

Exclusions (Non-work Areas): There are certain exclusion areas within the work area where hazard trees should not be landed; these zones will be flagged in advances and placed on contractor maps. In addition, one type of tree (MacNab cypress) is rare and **must not be cut**. Crews will be trained on recognizing this tree, which is easy to distinguish from all other trees. Standing dead Macnab cypress will not be cut. There are two other types of rare shrubs in the project area, which crews will be trained to avoid.

Safety notes: In addition to the usual hazards (rattlesnakes, steep rocky ground, and sometimes ground-nesting yellowjacket wasps), the ground in this unit contains naturally occurring asbestos (NOA). Disturbing the ground enough to create dust, will release naturally occurring asbestos fibers which, if inhaled by humans, could cause serious health damage. However, manual fuels reduction is not a ground-disturbing activity and would not be expected to release NOA.

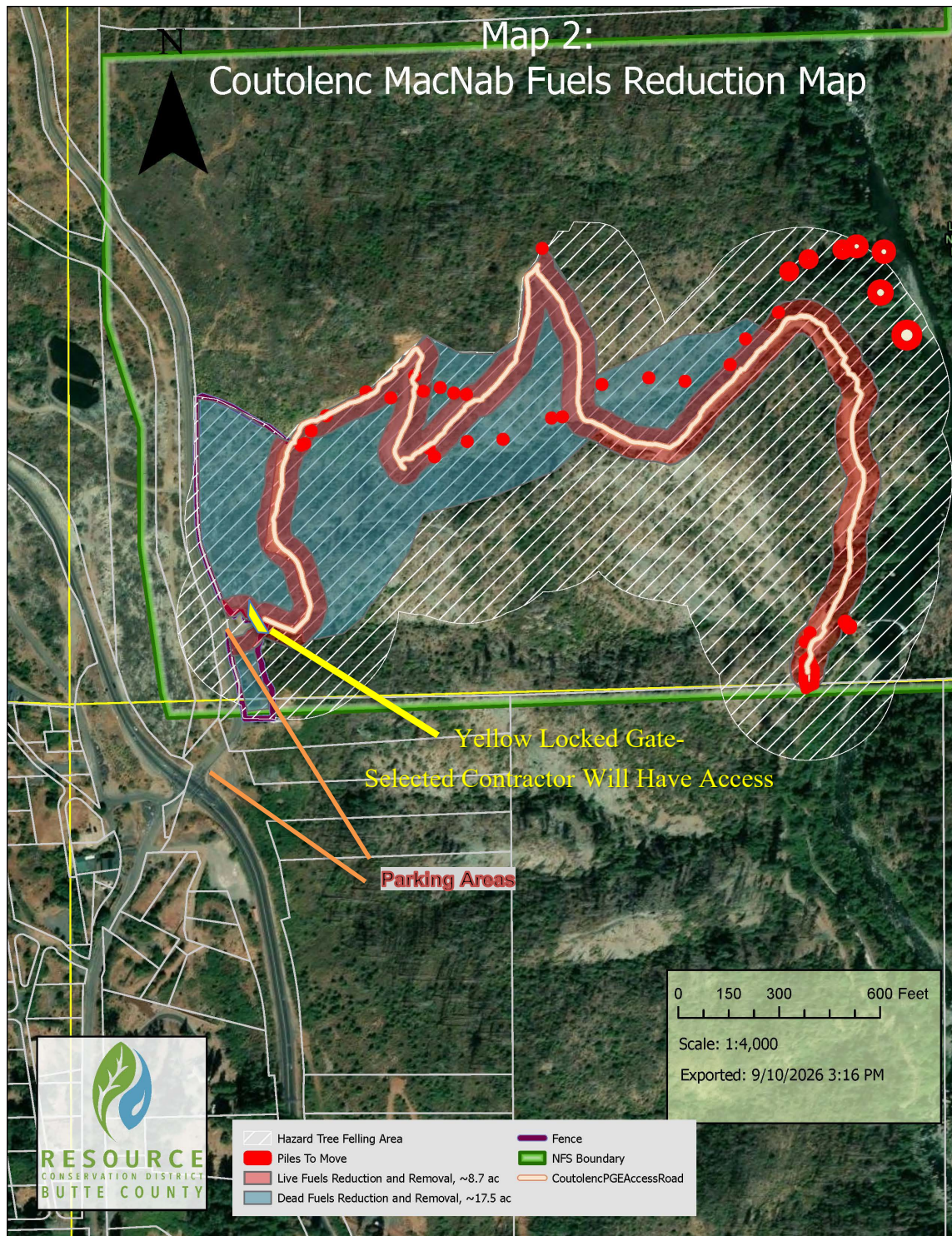
Maps and Measurements: The maps provided are intended to show only the general size, shape, and location of the areas. If the maps conflict with the field marking, the field markings shall govern. Positions of features are approximate. The units have been determined by Global Positioning Systems (GPS) and/or Geographic Information Systems (GIS). If re-measurement of the acreage is desired by the contractor, notification shall be made upon written request. Requests for re-measurement shall be made within 10 days after work has been completed on the unit.

SCOPE OF WORK		
Treatment	Description	Estimated total in task
Bid Item 1: Manual <u>Live</u> Fuels Reduction and Removal	1a) Cut and remove 50-80% of the live woody vegetation that is not MacNab cypresses, within 50 feet of a road or parking lot. Species to cut are primarily: • yerba santa • bay laurel (For this species, do not cut off at the base – rather, reduce overall volume by removing lower branches to prune for a more tree-like shape) • buckbrush (Ceanothus) • Toyon SPECIES TO RETAIN IF LIVING: Black oak; grey pine, California incense cedar (in addition to Macnab cypress) 1b) All materials removed will be carried by hand to trucks/trailers to be removed from the site. The contractor should propose how they plan to remove the woody material and where they plan to dispose of it. The contractor may elect to chip the materials before removing them, or remove them whole, however no chips may be left on site in this area. Possible disposal options include: a) Neal Rd Landfill b) any local biomass yard such as Emergence/Butte Valley Soil Factory, Old Durham Wood, etc [Continued Below]	Approx 8.6 ac (Red corridor on map)

Bid Item 2: Manual <u>Dead</u> Fuels Reduction and Removal	2a) Pick up and remove 50% of dead downed wood. This will require some bucking of logs up to 14 inches diameter. Logs greater than 14 inches diameter need not be removed. 2b) All materials removed will be carried by hand to trucks/trailers to be removed from the site. The contractor should propose how they plan to remove the woody material and where they plan to dispose of it. The contractor may elect to chip the materials before removing them, or remove them whole, however no chips may be left on site in this area. Possible disposal options include: a) Neal Rd Landfill b) any local biomass yard such as Emergence/Butte Valley Soil Factory, Old Durham Wood, etc	17.5 ac (Blue area on map)
Bid Item 3: Invasive Broom Pile Removal	3a) About 44 piles of broom (straw-like brushy weed) have been piled on the site. They are represented as red dots on the map. Now that the broom is relatively dry, it should be lighter and easier to move. However, the piles are fairly large (average is 10' by 10' by 4'). To the greatest extent possible, the broom must be moved <i>without scattering its seed</i>. Explain in your bid proposal how you will move the piles of broom without scattering its seed. You don't need to move any piles of broom you encounter that aren't marked on the map as red dots. 3b) Just as with the other items, All materials removed will be carried by hand to trucks/trailers to be removed from the site. The contractor should propose how they plan to remove the woody material and where they plan to dispose of it. The contractor may elect to chip the materials before removing them, or remove them whole. Possible disposal options include: a) Neal Rd Landfill b) any local biomass yard such as Emergence/Butte Valley Soil Factory, Old Durham Wood, etc	About 44 piles (red dots on maps)
Bid Item 4: Hazard Tree Removal	There are several standing dead snags of pine in the project area. These can be viewed on the bid walk. Some snags may be flagged in advance as wildlife trees; <i>wildlife trees will not be cut</i>. Since wildlife trees haven't been flagged yet at the time of this writing, we don't know exactly how many hazard trees need to be cut. We estimate about 40 trees. After the Sept. 24th bid walk (1 pm), you will know the exact number. Standing dead Macnab skeletons will not be cut.	54 acres (white hatched area on map), but snags are not very dense. Total number could be ~40 trees.

Work Site Specifications:

- All trash produced during the workday will be collected and disposed of off-site.
- There are 3 types of rare trees/shrubs that crews will need to avoid. Crews will be trained to recognize these plants on the first day of work.
- Contractors will be given a key or code to the gate so you can use the road, but no driving off the road is allowed.
- See 18. Equipment Cleaning, below.



7. LICENSES

Contractor represents and warrants to District that he/she has, and will keep in effect or obtain as required, all licenses, permits, and qualifications, of whatsoever nature that are legally required for Contractor to practice his/her profession. Failure of the Contractor to comply with this provision shall authorize the District to immediately terminate this agreement.

8. CONTRACTOR FURNISHED EQUIPMENT

The Contractor shall provide everything--including, but not limited to, all equipment, supplies, transportation, labor, and supervision--necessary to complete the project, except for that which the contract clearly states is to be furnished by the District.

All equipment used within the contract stands shall be in such mechanical condition and of an appropriate type to meet with the requirements of the work and to produce and maintain a satisfactory quality of work. All equipment used will meet or exceed OSHA specifications.

9. DISTRICT FURNISHED PROPERTY

None.

10. FIRE PLAN REQUIREMENTS/ EMERGENCIES

See Attached Fire Plan

Area of Responsibility for Fire. Unless otherwise noted elsewhere in the contract, the fire plan defines the limits of a contractor's area of responsibility for fire.

11. DEFINITIONS

The following terms are defined for this contract:

Down Woody Material: Any piece(s) of dead woody material, including freshly cut material, dead boles, limbs, and large root masses, on the ground.

Effective Ground Cover: Any material on or near the soil surface that protects the soil against the erosive action of raindrops and overland flow (e.g., loose surface stones, duff, vegetative material, woody debris, leave trees, stumps, snags, down logs).

Hardwood: A tree with broad leaves rather than needles (e.g., black oak, aspen, maple, dogwood, elderberry, ash).

Large Down Woody Material: Any log 10 feet long and 18 inches diameter at the mid- point on the ground, regardless of its state of decomposition.

Leave Tree: Regardless of size, ALL live conifers (includes cypress trees) with >10% green crown remaining.

Slash: The woody residue left on the ground after logging or accumulating as a result of natural or other human activities.

Snag: Any standing dead tree greater than 15 inches DBH and 10 feet tall.

Windrow: A line of woody material and pulled vegetation heaped to form rows.

12. ROAD MAINTENANCE

The contractor shall not drive on the unit. There are no roads accessing the interior of the unit (even though it may appear that there are, when you look at the unit on some aerial imagery). Contractor shall create no new roads on the project area.

Otherwise, all roads shown on contract maps shall be left in the original condition existing prior to the commencement of work on this contract. Slash may not be left in the roadways, as this would pose a traffic hazard. Contractor shall lock the yellow iron gate each day before leaving the site. During the term of work, Contractor is allowed to leave equipment on site behind this locked yellow gate.

13. WORK TIMING

The Contractor shall begin work within thirty (30) calendar days after the effective date of the Notice to Proceed, which will be issued for individual contract items, and shall prosecute the work at a rate that will result in completion of all work by the deadline of January 31.

Failure to begin work on schedule will make the contract subject to immediate termination for default.

Delays due to normal adverse weather, weekends, and holidays have been included in the calculation of contract time.

14. WINTER SHUTDOWN

When winter storms occur and the continuation of work is temporarily impractical, the Project Manager may authorize a total suspension until such time as work can proceed. During the period of total suspension, the calendar days elapsed will not be charged against the contract time.

15. SUPERINTENDENCE BY CONTRACTOR

The name and the specific authorities of the foreman or superintendent must be designated in writing to the Project Manager. The Contractor may use his/her own prepared letterhead stationery. If the Contractor

or the designee is not present when work is being performed on the contract, a Suspend Work Order may be issued with contract time continuing to run. The Contractor shall have a person on-site that is fully conversant in the English language.

16. ARCHAEOLOGICAL AND HISTORIC SITES

Location of known archaeological, historic, or pre-historic materials--such as Amerind artifacts and/or historic mining or logging remains protected by the American Antiquities Act (16 USC 433)--will be identified for the contractor before work commences.

17. SPILL PLAN

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare and implement a Spill Prevention and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. The Contractor under the direction of the Project Manager, or in the absence of said individual, acting independently, shall immediately take action to contain and clean up, without expense to the District, all petroleum products spills on or in the vicinity of the project which are caused by the Contractor's employees directly or indirectly as a result of contract operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the District for the containment and cleanup of petroleum products spills caused by Contractor's employees or resulting from contract operations. The Contractor shall immediately report all petroleum products spills to the Project Manager.

18. EQUIPMENT CLEANING

All equipment used on this project shall be washed before moving into the project area so that the equipment is free of soil, seeds, vegetative material, or other debris that could contain or hold seeds of noxious weeds. This includes all logging and fuels removal equipment and such brushing equipment as brush hogs, masticators, and chippers; as well as chip vans, service vehicles, water trucks, pickup trucks, and similar vehicles.

Equipment will be considered clean when visual inspection does not reveal soil, seeds, plant material, or other such debris. Disassembly of equipment components or specialized inspection equipment is not required. Contractor shall notify the Project Manager at least five days in advance of moving equipment in so that arrangements can be made for inspection.

This project area is known to contain noxious weeds, so the contractor's equipment shall be cleaned before moving to other U.S. Forest Service system lands which do not contain noxious weeds.

19. PAYMENT

Contractor will be paid for expenses based on the invoices submitted on a monthly basis. The BCRCD must receive invoices no later than the 5th of each month to adhere to the BCRCD's billing schedule.

Payments will be made on a per-acre basis, following inspection of work. Work must be in compliance with specifications before payment will be made.

Payments to the contractors shall be paid within thirty (30) days from receipt of the funds by the BCRCD from the funding agency, which itself takes 0-21 days.

CONTRACTOR INSURANCE REQUIREMENTS

Contractor must hold insurance that meet the following Insurance Requirements:

Prior to rendering services, the contractor and his/her subcontractors shall acquire, and maintain during the term of this Agreement, at Contractor's sole expense: (1) Workers' Compensation Insurance conforming to the statutory requirements of the state in which operations under this agreement are performed; (2) comprehensive general and automobile bodily injury liability insurance written on an "occurrence" basis subject to minimum limits of \$1,000,000.00 each person and \$1,000,000.00 each occurrence; and (3) general property damage insurance subject to a minimum of \$1,000,000.00 with not more than a \$10,000.00 deductible each loss; and All liability insurance coverage shall provide that subcontractors working for the contractor are covered under the terms of contractor's policies. All insurance shall meet the approval of the District and all policies evidencing said insurance shall provide for thirty days' prior written notice to the District before cancellation or material change in the policy. A certificate of Insurance showing evidence of insurance coverage as specified herein shall be furnished to the District prior to commencement of Contractor's operations.

20. PROPOSAL DETAILS

This contract will not be awarded based solely on the lowest proposal. This project requires experience and references as described in section b. below.

The Contractor shall submit the proposal for activities identified in this Request for Proposals using the Bid Form Attachments. Proposal may be rejected if the Bid Forms are not used or are incomplete.
Subcontracting

Any subcontractors must be identified along with the defined work they will perform on the bid form provided. The District will not refuse a proposal based on the use of subcontractors but does retain the right to refuse the subcontractors selected. Contractor shall remain solely responsible for all subcontracted work.

a. References and Required Experience

This project requires that the contractor have experience in hand cutting and brush disposal off site, as well as in hazard falling. Contractor will provide proof of completion and references for three (3) projects of similar size and scope. Projects on U.S. Forest Service lands are preferred. References should include a contact name and current phone number(s).

b. Performance Bonding



The awarded Contractor will be required to provide a Performance Bond for 100% of the awarded amount.

c. Safety

When Contractor's operations are in progress adjacent to or on County or Forest Service Roads, Contractor shall furnish, install, and maintain all temporary traffic controls which provide the road user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's operations. Devices shall be specified as in the "Manual on Uniform Traffic Control Devices for Street and Highway" (MUTCD). Devices shall be appropriate to current conditions and covered or removed when not needed.

d. Protection of Improvements and Survey Monuments

The Contractor shall avoid any damage to improvements such as, but not limited to: trails, telephone lines, pipelines, structures, roads, fences, gates, utility poles, power lines, pedestals, survey markers or monuments, and survey witness trees. The contractor will be required to repair or pay fair market value to replace any damaged improvements.

e. Disputes

Disputes regarding awarding of contract will be decided by the BCRCD Board. Written appeal must be received within 10 days of award.

21. PROJECT MANAGER

Name: Wolfgang Rougle

Telephone Number: 530-721-0164

Email: wolfy@bcr cd.org

22. LIST OF ATTACHMENTS

A.1-A.4) Bid Forms	
B) Fire Plan	Please carefully read the attached Fire Plan. You are responsible for understanding the Fire Plan, knowing each day's Project Activity Level, and limiting work to the hours of the day appropriate for the day's Project Activity Level.
C) Employment of Eligible Workers	Labor standards for contracts involving H-2B workers or migrant and seasonal agriculture workers.

ATTACHMENT A - BIDDING REQUIREMENTS

(do not submit this page)

1. Project Title: Coutolenc Road MacNab Fencing Project
2. Project Location: Just off of Coutolenc Road just north of its intersection with Skyway; T23N, R04E, section 30
3. Bid Opening Date: Sept. 10, 2026
4. Mandatory Bid Walk: Sept 24, 2026, 1:00 pm
5. Questions Due: Sept 28, 2026 by 5:00 PM
6. Bid Closing Date: Monday, Oct 5th, 2026 by 5:00 PM
7. Opening Sealed Bids: Monday, Oct 5th, 2026 by 5:00 PM
8. Bid Award Date: Thursday, Oct 15, 2026
8. Bid Place: 641 Entler Avenue, Suite 47, Chico CA. 95928
Or
Preferrably submitted electronically via email to wolfy@bcrccd.org
9. Work Time Period: Must be completed by Jan 31, 2027
10. License Requirement: Valid California Contractors License in a Classification Relevant to the Scope of Work
11. Liquidation Damages: \$200.00 per day
12. Performance Bond: Yes - 100% of award
13. Prevailing Wage Rates: No
14. Bid Valid For: 60 days

ATTACHMENT A.1: BID PROPOSAL FORM AND NARRATIVE

(must be included in sealed bid)



Coutolenc Rd MacNab Fuels Reduction Bid Form

Item	Description	Quantity	Unit	Unit Price	Total
0	Mobilization	1	1	\$	\$
1	Manual <u>Live</u> Fuels Reduction and Removal. Includes cutting and removing 50-80% of the competing (live) woody vegetation that is not MacNab cypresses	~8.7	ac	\$	\$
2	Manual <u>Dead</u> Fuels Reduction and Removal. Also includes reducing dead downed fuels by about 50% (but nothing greater than 14 inches diameter).	~17.5	ac	\$	\$
3	Broom Piles Removal	44	Per pile	\$	\$
4	Hazard Tree Felling		Per tree	\$	\$
	TOTAL BID PRICE				\$

Total Amount (written in words)

 Authorized Contractor Signature

 Date

Contractor's Designated Representative:

 Address

 Telephone Number: _____



[Continued Next Page]

Cellphone Number: _____

California Contractors License Number: _____

NARRATIVE: Technical Approach

Describe the technical approach you would use to treat this site. Your proposal should meet all the following objectives: 1) the prescribed percentage of live and dead fuels will effectively be removed from the project area; 2) broom piles will be removed while, to the maximum extent possible, avoiding scattering the weed seed (***describe how you will accomplish this***); 3) hazard trees will be felled in a safe, professional manner; and 4) new invasive weeds will **not** be introduced to the area! Use a separate sheet(s) if you prefer.

[Continued Next Page]

Finally, if you will be using subcontractors, list them below.

Bidder's List of Subcontractors

Subcontractor Name	Line Item and Description	Dollar Amount	Percentage of Total Bid Subcontracted	Contractor License #

ATTACHMENT A.2: NON-COLLUSION AFFIDAVIT

(must be included in sealed bid)

TO BE EXECUTED BY THE BIDDER AND SUBMITTED WITH THE BID

To: Butte County Resource Conservation District

_____deposes and says that they are
_____ (title) of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder is not directly or indirectly induced or solicited with any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or arranged with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or of that of any bidder, or to secure an advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and further, that the bidder has not directly or indirectly submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The above certificate must be signed and filed with the BCRCD along with the bid

Signed _____ Date _____

ATTACHMENT A.3: FIRE PLAN REVIEW AND ACKNOWLEDGEMENT



(Must be included in sealed bid)

FIRE PLAN

See Attached Fire Plan

By signing below, the undersigned acknowledges receipt and review of the Fire Plan and affirms they understand and accept the duties, limitations, and requirements set forth herein, and agree to perform all activities in accordance with applicable laws, regulations, permits, and policies.

X_____

Signature

ATTACHMENT A.4: REFERENCES

List **at least three (3)** fuels reduction projects that you recently completed (within the past 3 years) demonstrating similar tasks for a similar project in a similar rural setting. Especially list any projects that are on Forest Service lands. List the project name, contract amounts, and contacts of contract officers.

1. Job/Project Name _____
Owner _____ Year _____ Contract Amount _____
Contact Name _____ Phone _____
Project Description _____

2. Job/Project Name _____
Owner _____ Year _____ Contract Amount _____
Contact Name _____ Phone _____
Project Description _____

3. Job/Project Name _____
Owner _____ Year _____ Contract Amount _____
Contact Name _____ Phone _____
Project Description _____

4. Job/Project Name _____
Owner _____ Year _____ Contract Amount _____
Contact Name _____ Phone _____
Project Description _____

Attachment B: Fire Plan

Summary: The Forest Service uses a fire danger rating system called PALS (Project Activity Levels). There are 5 PALS and each successive level requires additional fire precautions of contractors. At the highest PALS, some activities are only allowed during morning hours or are not allowed at all for the day.

Therefore, in addition to complying with the sections below, **contractors are responsible for knowing the PAL and must call 1-800-847-7766 each day to find out the next day's PAL.** The Coutolenc Rd. MacNab Fuels Reduction Project is located on the Feather River Ranger District (FRRD), which is in the West zone of the Plumas National Forest. The applicable RAWs station is "Jarbo Gap." The Forest Service usually updates the hotline at about 5pm to give the rating for the next day.

During fire season when there are fires on the district, in case the hotline is not updated or is unavailable for the day, the PAL reverts to whatever it was the day before.

C7.2# - SPECIFIED FIRE PRECAUTIONS. (06/2012)

Purchaser or a designated Purchaser's Representative shall certify compliance with specific Timber Sale Contract and California Public Resources Code (CPRC) fire precautionary measures in B7.1 Plans, C7.2# and C7.22#. Certification shall be provided prior to starting operations during Fire Precautionary Period and shall be updated as needed.

Listing of specific fire precautionary measures in the following subsections is not intended to relieve Purchaser in any way from compliance with State fire laws covering fire prevention and suppression equipment applicable to Purchaser's Operations.

Upon request of Forest Service, Purchaser shall permit and assist in periodic testing and inspection of required fire equipment.

The following definitions shall apply to C7.2# and C7.22#:

Active Landing: A location Purchaser is skidding logs into, or performing other operations such as delimbing, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiled 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, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimiters, skidders etc.

Specific equipment requirements and fire precautionary measures are shown in the following table and in C7.22#:

A. Fire Tools and Equipment

Purchaser shall meet applicable parts of Section 4428 of the CPRC.

Unless agreed otherwise, Fire tools kept at each Active 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 Purchaser's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. Fire tools shall be kept in a sealed fire tool box adjacent to the Active Landing and readily accessible in event of fire.

Where cable yarding is used, Purchaser shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a serviceable 5 gallon backpack pump filled with water or a fire extinguisher bearing a label showing at least a 4-A rating must be within 25 feet of each tail and corner block.

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.

All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

B. Fire Extinguishers

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

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

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

Purchaser shall equip all mechanized harvesting machines and log processors with hydraulic systems, powered by an internal combustion engine (e.g. masticator, chipper, feller/buncher, harvester, forwarder, Hot Saw, stroke delimber, etc), with at least two 4-A:60-B:C fire extinguishers or an acceptable CAFS substitute identified in Section K.

C. Spark Arresters and Mufflers

Except for tractors and other equipment with exhaust-operated turbochargers, Purchaser shall equip each operating tractor and any other internal combustion engine with an approved spark arrester. There shall be no exhaust bypass on any system.

Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the National Wildfire Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be properly mounted and maintained according to manufacturer's specifications.

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 and maintained in effective working order as identified in the

Spark Arrestor Guide in Section C. above and according to applicable parts of CPRC Section 4442 or 4443. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating saw.

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.

E. Fire
Supervisor &
Fire
Patrolperson

Purchaser shall designate in the fire plan required by B7.1 and furnish on Sale Area during operating hours a fire supervisor, named in writing and authorized to act on behalf of Purchaser in fire prevention and suppression matters.

Unless agreed otherwise, Purchaser shall furnish and designate in writing, a Fire Patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, the Fire Patrolperson is required to patrol the operation for the prevention and detection of fires, to take suppression action where necessary and to notify Forest Service as required under Sections I. Reporting Fires and L. Communications. This Fire Patrol is required on foot, unless otherwise agreed.

By written agreement, one Fire Patrolperson may provide patrol on this and adjacent projects or sales. No Fire Patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

F. Seasonal
Permits

Purchaser shall obtain written permits from Forest Service before allowing welding, warming fires or burning, subject to C7.22# - Emergency Precautions.

G. Clearing of
Fuels

Purchaser 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 on a cable yarding operation shall be located in the center of an area that is 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.

H. Smoking

All smoking shall be confined within a car, truck, crew rig or other enclosed cab after 1:00 PM on Ev days and all hours on E days (C7.22#). At other times, any smoking shall be done while sitting in an area at least 3 feet in diameter, cleared of flammable materials. Burning tobacco and matches shall be extinguished before they are properly disposed.

I. Reporting Fires

As soon as feasible, but no later than **15 minutes** after discovery, Purchaser shall notify Forest Service of any fires on Sale Area or along roads used by Purchaser.

J. Tank Truck

Purchaser shall provide a water tank truck or trailer on or in proximity to Sale Area during Purchaser's Operations hereunder during Fire Precautionary Period unless otherwise agreed.

Tank truck or trailer shall contain at least 300 gallons of water and comply with the following requirements:

(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 Sale Area by Forest Service using a 5/16 inch orifice with a one inch in line test kit and shall meet or exceed the pressure values identified in the following table for nearest temperature and elevation:

T E M p	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		10000 Feet	
55	179	23	174	23	169	23	165	22	161	22	157	22	153	22	150	21	146	21	142	21	139	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	PSI	G
	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P		P
	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M		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 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 pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

(5) When Purchaser is using Hot Saws or Masticators an additional 250 feet of light weight hose, approved by 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.

(6) 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 C7.22#.

K. Compressed
Air Foam
System (CAFS)

A fire suppression system where compressed air is added to water and a foaming agent. By agreement, Purchaser 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 propellent.
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 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 C7.22#.

L. Communications

Purchaser shall furnish a serviceable communications system such as a telephone, radio-telephone, radio system or satellite phone connecting each operating side within the Sale Area with Purchaser's headquarters, and capable of notifying Forest Service within **15 minutes** of discovery of any fires on the Sale Area or along Purchaser's haul route. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may agree to a reasonable alternative notification method.

A Citizen's Band (CB) radio is not acceptable communications.

M. Cable Yarding Tank Unit

When all or part of Included Timber will be harvested by a long span (over 1,500 feet) cable yarding operation, Purchaser shall provide at each active cable yarding landing a tank truck, trailer or acceptable CAFS substitute which can be lifted and transported by the carriage.

The unit shall meet the same requirements as specified for the tank truck, trailer or approved CAFS substitute.

N. Helicopter Yarding Fire Precautions

Purchaser shall provide and maintain fire equipment as follows:

1. The fire tool box required under this provision shall be equipped for attachment to the helicopter long line so that it may be hauled to needed locations. Such attachment device shall not interfere with access to fire tools. Unless agreed otherwise, the fire tool box shall be located at the Active Landing ready for immediate dispatch.
2. An external helibucket readily attachable to the helicopter, with a capacity of at least 500 gallons, and having a remote control door mechanism adequate for rapid dropping of water. The helibucket shall be located at the helicopter service landing and shall be filled with water ready for immediate dispatch unless otherwise agreed.
3. All aircraft used in conjunction with Purchaser's Operations shall be equipped with an operable radio system capable of meeting Region Five avionics requirements.
4. For protection of fuel servicing operations, fire extinguishers which have the following ratings based on the open hose discharge capacity, i.e., "broken hose," of the aircraft fueling system shall be readily available:
 - a. Where said capacity does not exceed 200 gallons per minute, at least one approved extinguisher having a minimum rating of 20-B;
 - b. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one approved extinguisher having a minimum rating of 80-B;
 - c. Where said capacity is in excess of 350 gallons per minute, two approved extinguishers, each having a minimum rating of 80-B.

5. By agreement, a suitable CAFS may also be used in lieu of the above extinguishers.
6. Extinguishers of over 50 pounds gross weight shall be of wheeled type or be mounted on carts to provide mobility and ease of handling.

C7.22# - EMERGENCY PRECAUTIONS. (06/2012) Purchaser's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Unless otherwise agreed in writing, Project Activity Levels applicable to this project shall be the predicted levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Sale Area Map legend.

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. Purchaser shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

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

PROJECT ACTIVITY LEVEL (PAL) - C7.22# - EMERGENCY PRECAUTIONS

PROJECT ACTIVITY LEVEL TABLE

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
A	Minimum required by C7.2#.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire Patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No Welding or cutting of metal after 1:00 PM, except by special permit.

Ev	1. The following activities may operate all day: a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 2. Hot Saws or Masticators may operate until 1:00 PM; provided that: 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. b) Any additional restrictions specified by the Forest. 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: • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage 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 Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Purchaser's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).
E	The following activities may operate all day: 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. All other activities are prohibited.

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SPECIFICATIONS PURSUANT TO C7.22# - EMERGENCY PRECAUTIONS. (10/2010)

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

Project Name: _____
 Contract Number: _____
 Purchaser/Contractor Name: _____
 Request #__, for period: _____
 Units/Subdivisions Affected: _____

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

Remarks :

Ev Proposed Actions

☐ Rubber Tired Skidding

☐ Chipping on Landings

☐ Helicopter Yarding

☐ Fire Salvage

Description of Mitigation Measures

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

Purchaser/Contractor Rep.

Date

Attachment C: Employment of Eligible Workers

- a) Labor standards for contracts involving H-2B workers or migrant and seasonal agricultural workers.

1. General

This contract is subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at <http://www.dol.gov/whd/mspa/index.htm>.

If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required. For further information on the requirements of the H-2B program, visit OFLC's website at <http://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at <http://www.dol.gov/whd/immigration/H2BFinalRule/index.htm>.

Compliance with MSPA and the INA is a material condition of this contract. If the contractor employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the District may terminate the contract, in addition to other remedies or penalties prescribed by law.

2. Definitions

- a) **H-2B worker:** as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa ("H-2B worker") may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.
- b) **Migrant Agricultural Worker and Seasonal Agricultural Worker:** as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.
- i) A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.
 - ii) An overnight absence from the migrant workers permanent place of residence is required.
 - iii) Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:
 - Spouse
 - Children, stepchildren, or foster children

- Parents, stepparents, or foster parents, or
 - Brothers and sisters
- c) **Farm Labor Contractor (FLC).** As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

3. Registration Requirements

- a) Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at <http://www.dol.gov/whd/regs/compliance/whdfs78.htm>. Contractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at <https://icert.doleta.gov/> or by paper application.
- b) Any contractor who meets the definition in (2.iii.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration (http://www.dol.gov/whd/forms/fts_wh530.htm). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.iii.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <http://www.dol.gov/whd/regs/compliance/whdfs49.htm>.

4. Certifications

The Contractor shall provide applicable H-2B Temporary Employment Certificate or Farm Labor Contractor Certificate as part of their representations, certifications, and acknowledgements. Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the Project Manager.

5. Worker Protections

- a) Worker Information Posters
- i. A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.

ii. The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.

b) Personal protective equipment

i. 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).

ii. Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment.

iii. The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:

- Head Protection
- Hearing Protection
- Eye/Face Protection
- Leg Protection
- Foot Protection
- Hand Protection

iv. PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.

v. A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

Reference

<https://www.osha.gov/SLTC/personalprotectiveequipment/index.html> or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet.

- MSPA – Forestry Working Conditions Checklist
- Manual Logging activities:
https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equip.html
- General Machine and Vehicles Logging activities:
<https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html>

- c) **Field Sanitation.** OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act.

6. Employment Requirements - Fact Sheets with relevant information may be found at <http://www.dol.gov/WHD/fact-sheets-index.htm>.

- Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.
- Contractor Employee List.** Contractors are required to provide/maintain an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Project Manager.
- Contractor awarded bid items must certify, in writing, that all employees working on the Concow Resilience Project have been “E-Verified” to legally work in the United States. Please refer to the website <https://www.e-verify.gov/>

7. Transportation

- The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable.

Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.

- b) See Fact Sheet #50: Transportation Under MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

8. Housing

- a) The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.
- b) **Camping Requirements.** The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under the clause titled "452.236-72 Use of Premises" in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval.
 - i) Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.
 - ii) The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.
 - iii) The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the contractor fails to remove within the 10 calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.
 - iv) Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.
 - v) Damaging or removing any natural feature or other property of the Forest Service is prohibited.

- vi) Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.
- vii) Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.
- viii) Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.
- ix) Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.
- x) Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind.
- xi) Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

The basic supplies must include:

- Gauze pads (at least 4x4 inches)
 - Two large gauze pads (at least 8x10 inches)
 - Box adhesive bandages (band-aids)
 - One package of gauze roller bandage (at least 2-inches in width)
 - Two triangular bandages
 - Scissors
 - At least one blanket
 - Tweezers
 - Adhesive tape
 - Latex gloves, and
 - Resuscitation device such as a resuscitation bag, airway, or pocket mask.
- xii) Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.
 - xiii) Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.
 - xiv) The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.
 - xv) If authorized to have an open fire, the Contractor shall comply with the following fire regulations:
 - A shovel, axe or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.

- All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.
- All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.
- All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

c) Include the instructions below, Representations, certifications, and other statements of offerors or respondents. Contractors are required to provide certification of employment status as part of their representations, certifications, and acknowledgements.