

# **Notice to Contractors: Bid for Fuel Reduction Services**

## **PROJECT TITLE: Weaver Basin Roadside Fuel Reduction**

### **Trinity County Resource Conservation District**

#### **Relative to: Northern Trinity County Forest Resilience Partnership, a Cal Fire Grant Number 8GG20633, Available upon request.**

Sealed bids may be submitted by mail or dropped off in person at the addresses listed below until May 15, 2024 at 08:00. They will be opened at the Trinity County Resource Conservation District's (TCRCD) Board Meeting on May 15<sup>th</sup> beginning at 5:30pm. All submitted bids will be posted to TCRCD's website, <https://www.tcrd.net/>, and emailed to all contractors who submitted bids.

Questions can be directed to Shay Callahan at [scallahan@tcrd.net](mailto:scallahan@tcrd.net) or (530)623-6004 x226.

**Mailing Address:**

Trinity County Resource Conservation District  
PO Box 1450  
Weaverville, CA 96093  
Attn: Shay Callahan

**Physical Address:**

30 Horseshoe Lane  
Weaverville, CA 96093

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**INFORMATION ONLY - NOT A PART OF THIS CONTRACT**

The State of California Franchise Tax Board requires that whenever payments are made to a non-resident independent Contractor in excess of \$1,500 for services rendered, 7% of the gross amount must be withheld. A non-resident is anyone who is not a resident of California. An individual who comes into the state to perform a contract of short duration is considered to be a non-resident. A corporation is also subject to the withholding requirements if it is neither incorporated nor qualified to do business in California.

## **Part 1. General Work Description**

Trinity County Resource Conservation District (the District) is requesting 159.9 acres of hand thinning, chipping, hand piling, and pile covering of hazard fuels in the Weaver Basin in Trinity County, CA. Bids requested are also inclusive of traffic control services. This contract will be managed under formal bidding procedures per District policy. Heavy accumulations of hazard fuels on public lands within the Little Browns Creek and Rush Creek watersheds has created elevated wildfire threat to infrastructure and natural resources. Hand thinning, chipping, piling, and pile covering will be used to reduce fuel loadings within the identified roadside treatment units. Elevation in the treatment areas ranges from 2,400 feet to 2,800 feet, with slopes ranging from 20% to 65%. Vegetation is made up of mixed conifer with isolated pockets of oak woodlands and dense woody shrubs. Canopy cover ranges from 40% to 100% within the treatment areas. The District is requesting cost per acre and cost per sub-unit bids within the identified project area.

### **Project Location:**

Township 33N Range 9W sections 15, 17, and 21; Mount Diablo Meridian

Proposed treatment units are located through these sections along the Weaver Basin in Trinity County CA (see Appendix I, Maps).

### **Acreages:**

Unit 1: 29.4 acres

Unit 2: 24.2 acres

Unit 3: 63.7 acres

Unit 4: 17.0 acres

Unit 5: 7.7 acres

Unit 6: 11.9 acres

Unit 7: 6.0 acres

The project area contains United States Forest Service (USFS) land and includes the Trinity County Right-of-Way. NEPA coverage is required to begin work and is anticipated in April 2024. The Contractor is responsible for compliance with all requirements of the environmental document and Trinity County Encroachment Permit, which will be provided by the District. Work will NOT take place in the Caltrans Right of Way.

The scope of work defines the requirements for the contractor to provide forestry or hazard fuels personnel to cut, chip, pile, and pile cover vegetation within the project area. The scope of work is also inclusive of traffic control in compliance with county and state standards. Bids are required for the entire work described herein.

Project must be completed by **November 30, 2024**.

## **Part 2. Special Provisions**

### **Section 2.1: Specifications and Plans**

**2.1.1 GENERAL.**--The work, requirements and provisions embraced herein shall be done in accordance with the Project Specifications in this document.

**2.1.2 PRIORITY OF DOCUMENTS.**--In cases where there may be conflicting provisions or

requirements between any of the contract documents, the order of priority shall be as follows -- beginning with the highest priority and ending with the lowest priority. The District Representative for the District should be contacted immediately if any questions pertaining to this list should arise.

1. Permits from other agencies as may be required by law.
2. Approved Contract Change Orders.
3. The Agreement between the Trinity County Resource Conservation District and the Contractor.
4. The Bid to the Trinity County Resource Conservation District.
5. The Notice to Contractors.
6. The Special Provisions
7. Any specifications referenced in the Special Provisions not included in this priority list.
8. The approved Project Scope of Work.

## **Section 2.2: Proposal Requirements and Conditions**

### **2.2.1 BIDS SHALL INCLUDE.**

1. Bids shall be made on the form included with these documents. All items on the form must be filled out; numbers must be stated in figures and signatures of all individuals must be in longhand. The completed form must be without interlineations, alterations or erasures.
2. All prices or notations must be typed or written in ink. Bids written with pencil will not be accepted. Bidders must verify all quotations before submission, as they cannot be corrected after the bids are opened.
3. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
4. All addenda or bulletins issued during the time of bidding are to be included in the bid, and upon execution of a Contract they will become a part thereof.
5. Completed Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 7106 Non-Collusion Affidavit and Disclosure of Lobbying Activities.
6. Bids may be withdrawn by the bidder prior to, but not after, the time fixed for opening of the bids.

**2.2.2 INTERPRETATION OF DOCUMENTS.** Should a bidder find discrepancies and/or omissions or should he or she be in doubt as to their meaning, he or she shall at once notify the Project Coordinator, Shay Callahan, and should it be found necessary, a written Addendum will be sent to all bidders. The District will not be responsible for any oral interpretations or instructions.

## **Section 2.3: Award and Execution of Contract**

Upon the bid submission deadline, a summarization of submitted bids will be posted at [trccd.net](http://trccd.net). The District will review the bids for accuracy and all requirements and will select the most qualified contractor. If all received bids exceed the project budget, the District will take into account the proposed cost per acre and reduce the total acreage of the project. The District reserves the right to select a contractor other than the lowest bidder. The contract shall be signed by the successful bidder and returned within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the "Notice of Intent to Award" and contract for execution.

## **Section 2.4: Beginning of Work, Time of Completion**

### **2.4.1 CONSTRUCTION SCHEDULE AND WORK HOURS.**

The Contractor, within 5 working days after receiving the Notice to Proceed, shall prepare and submit for the District's approval, a detailed schedule for the work. The progress schedule shall be related to the entire Project. This schedule shall indicate in detail the dates for the starting and completion of the various stages of implementation and shall be revised as required by the conditions of the work, subject to the District Representative's approval. The schedule must specify the hours of work to be followed throughout the project. The Contractor is not restricted to operating during regular District office hours. Chainsaw work may not begin until 1/2hr after sunrise and must end 1/2hr after sunset on any given working day. Other hours of operation restrictions may be implemented during high fire danger or during previously scheduled events. The contractor shall not work on federal holidays as designated in section 3.6.2.

**2.4.2 COMMENCEMENT OF WORK REQUIREMENTS.** The Contractor must provide the required Submittals to the District Representative within five (5) working days of receipt of Notice to Proceed. The District Representative will review and work with the Contractor cooperatively to approve the Contractor's submittals.

**2.4.3 CONTRACTOR SUBMITTALS.** The Contractor must comply with the following submittal requirements within **5 working** days of receipt of the Notice to Proceed.

1. Contractor must submit a Work Schedule for the District Representative's review and approval. If the District Representative requires changes to the initial Implementation Schedule, the Contractor shall provide the District Representative with a revised schedule within 10 working days of receipt of the Notice to Proceed. Subsequent Schedules shall be updated and submitted to the District Representative at the weekly meetings if the Contractor falls behind the initially approved schedule by more than one week.
2. Contractor must submit the name and address of the authorized representative who is to receive all written notices under this contract.
3. Contractor must submit a Spill Prevention, Control, and Countermeasures Plan (SPCC) as required under 38 CFR 112 **if** oil or oil products are stored in quantities greater than 660 gallons in a single above-ground container or greater than 1320 gallons aggregate in above-ground containers.
4. Approval of all submittals by the District Representative does not relieve the Contractor of his responsibility to perform the work in an acceptable manner and in accordance with the plans, the Project Specifications, and these Special Provisions.

**2.4.4 PRE-WORK CONFERENCE AND WEEKLY MEETINGS.**

Prior to the start of any work, the District Representative will hold a pre-work conference to discuss important aspects of the project. At this conference, the Contractor shall submit in writing, signed by the officers of the corporation, the names of two employees who will be the superintendent or alternate on the project. The second name serves as an alternate in the absence of the first designee. The superintendent shall be on the site at all times that work is in progress. Failure to be on site at all times of work constitutes **suspension** of work by the Contractor. Weekly meetings will be held to discuss work issues and scheduling unless otherwise determined by the District Representative. Superintendent or alternate attendance is mandatory.

## **Section 2.5: Insurance and Liability**

**2.5.1 HOLD HARMLESS.** The Contractor agrees to indemnify and hold harmless the District and its officers, agent, and employees, as well as the owners of the land on which this work will take place, from and against all claims and liability for damage or injury to persons or property resulting from the activities of the Contractor. This includes claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Contractor, its employees, affiliated corporations, and officers in connection with the Project. District agrees to indemnify Contractor from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of the District, its employees, or agents in connection with the Project. The District,

its officers, agents, and employees, and the owners of the land on which this work will take place shall not be liable or responsible for any injury or damage to persons or property resulting from the operations or activities of the Contractor or its employees while engaged in complying with any of the terms of this Agreement.

**2.5.2 INSURANCE.** The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless the District specifically consents to a "claims made" basis. Proof of insurance shall be provided to the district representative prior to starting work.

**2.5.3 WORKER'S COMPENSATION.** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract.

## **Section 2.6. Non-Discrimination and Rights of Workers**

**2.6.1 NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**2.6.2 NON-DISCRIMINATION:** During the performance of this Agreement, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age, mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

**2.6.3 TRAFFICKING IN PERSONS:** The District strictly prohibits all its employees and all subcontractors and agents from engaging in forms of:

1. Trafficking in persons;
2. Procuring commercial sex acts;
3. Using trafficked labor;
4. Destroying, concealing, confiscating, or otherwise denying an employee access to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
5. Using misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee, and, if applicable, the hazardous nature of the work;
6. Using recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
7. Charging employees recruitment fees (as defined by the Federal Acquisition Regulation");
8. Failing to pay return transportation costs upon the end of employment, for certain employees who are not nationals of the country in which the work is taking place (with some exceptions as specified under FAR 52.222.50(b)(7));

9. Providing or arranging housing that fails to meet the host country housing and safety standards; and
10. If required by law or contract, failing to provide an employment contract, recruitment agreement, or other legally required work document in writing in a language the employee understands, containing a detailed description of the terms and conditions of employment, at least five days before an employee relocates to perform work.

**2.6.4 WAGE DETERMINATION:** This is considered a Public Works/ Prevailing Wage job. Contractor will comply with the provisions of the California Labor Code, in particular Sections 1770 to 1780 inclusive, 1813, 1815, and Title 8 of the California Administrative Code Sections 200 et seq; and shall comply with such provisions before commencing services required by this Contract to be performed by employees subject to these provisions. A copy of the relevant prevailing wage is on file at the TCRCD office.

## **Section 2.7. Miscellaneous**

**2.7.1 SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties under this Contract are specific to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the District. A subcontractor may be used for traffic control but must be approved by the District Representative prior to beginning work and must comply with all provisions of the contract between the District and the primary Contractor.

**2.7.2 LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

**2.7.3 COPYRIGHTS:** The District is granted sole and exclusive right to copyright any publications developed as a result of this Agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this Agreement. However, the Contractor shall not sell, or grant copyrights to a third-party designee who intends to sell the document as a profit-making venture.

**2.7.4 COMPLIANCE WITH LAWS:** By execution of this Agreement and through its continued performance hereunder, Contractor represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

**2.7.5 BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit District to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at District's option, Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from District. Contractor shall refund any moneys erroneously charged. If the District ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

**2.7.6 WHISTLEBLOWER:** No provision of this Agreement shall be interpreted so as to impede you from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures under



the whistleblower provisions of federal law or regulation. You do not need the prior authorization of the District to make any such reports or disclosures and you shall not be required to notify the District that such reports or disclosures have been made.

**2.7.7 PROCUREMENT:** This Agreement must follow established procurement procedures, ensuring free and open competition, avoiding any conflict of interest or appearance of conflict. The Contractor must maintain cost and price analysis documentation for potential District review. The Contractor is encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

**2.7.8 LOBBYING:** No federal or state funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

**2.7.9 CONFLICTS OF INTEREST:** By execution of this Agreement, Contractor acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the District. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Further, no officer, agent, or employee of the District, during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**2.7.10 COMPENSATION.** Except as otherwise provided herein, full compensation for all expenses involved in conforming to the requirements of Scope of Work shall be considered as included in the unit prices paid for the various contract items and no additional compensation will be allowed therefore. Contractor will be reimbursed for services performed per the payment provisions that will be described in the executed contract with TCRCD.

**\*\*NOTE:** The District is only able to reimburse contractor upon their own adequate reimbursement from the granting agency.

**2.7.11 AUTHORITY OF DISTRICT REPRESENTATIVE.** District's representative shall decide questions about the quality or acceptability of materials furnished and work performed, manner of performance and rate of progress of the work, the interpretation of plans and specifications and the fulfillment of the contract by the Contractor.

**2.7.12 SITE INVESTIGATION AND REPRESENTATION.** The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation; disposal of materials, handling, and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the Work; and all other matters which can in any way affect the Work or the cost thereof under this Contract. The Contractor further acknowledges that they has satisfied themselves as to the character, quality, and quantity of the surface and subsurface materials to be encountered from inspecting the site, as well as from information presented by the plans and specifications made a part of the Contract. Any failure by the Contractor to acquaint himself with all the available information or obtaining any additional information deemed necessary, will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work. The Contractor warrants that as a result of their examination and investigation of all the aforesaid data that they can perform the work in a good and workmanlike manner and to the satisfaction of the District. The District assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless: (1) such representations are expressly stated in the Contract, and (2) the

Contract expressly provides that the responsibility therefore is assumed by the District. The submission of a proposal shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the contract documents.

**2.7.13 UNANTICIPATED CULTURAL RESOURCES DISCOVERY.** Fuels reduction operations on this project may unearth or uncover cultural resources of a historic or prehistoric nature. If a possible cultural resource is revealed, the Contractor shall cease work in the area of discovery and immediately notify the District. The Contractor shall protect the site from further damage. The right is reserved to the District and its authorized agents to enter upon the right-of-way for the purpose of investigating and/or excavating and removing such resources. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces. If the Contractor is delayed in completion of the project by reason of unanticipated cultural resources discovery, such delays will be considered to be caused by an act of the District within the meaning of an appropriate extension of time will be granted.

**2.7.14 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION.** Contractor must be registered with the Department of Industrial Relations (DIR). Registration will be verified prior to award. Failure to maintain registration through the term of the contract will result in termination of the contract. Contractor may be subject to fines from the DIR for noncompliance.

## **Part 3. Scope of Work**

### **Section 3.1: General Scope of Work**

**3.1.1 GENERAL.** Services include hand cutting with power saws, chipping of cut material, hand piling cut material, and pile covering of live and dead standing or fallen vegetation on up to 159.9 acres of public land in the Weaver Basin near the town Weaverville in Trinity County, CA. The contract is also inclusive of traffic control services to state and local standards. The Contractor shall accomplish all tasks within the designated treatment area in accordance with the specifications identified. The contractors will provide a cost per acre and cost per unit price.

#### **3.1.2 PLACE OF PERFORMANCE.**

The services under this contract will be performed in the Weaver Basin project area which is located in Trinity County, CA and contains up to 159.9 acres of hand cutting, piling, and pile covering treatments on public land. The project area is located approximately 3 miles Northeast of Weaverville, CA, within Sections (or parts of Sections) of the following Township (T) and Range (R) identifiers: Township 33N Range 9W sections 15, 17, and 21. The project area is located on lands managed by the United States Forest Service. The project area includes the Trinity County Right-of-Way along Rush Creek Road and China Gulch Road, but does *not* include the Caltrans Right-of-Way along State Highway 3.

#### *Driving Directions to Project Area*

Weaver Basin Fuels Reduction Project: From the intersection of CA Hwy 299 and CA Hwy 3 in Weaverville, continue north on Hwy 3 for 3.8 miles to reach unit 5. Continue along CA Hwy 3 N to reach units 4 and 3, and turn right on Rush Creek Road to reach units 2 and 1. Units 6 and 7 are located along China Gulch road and can be accessed from Highway 3 or Rush Creek Road.

#### **3.1.3 HOURS OF OPERATIONS**

The Contractor will coordinate their hours of operation with the District, but the Contractor is not restricted to operating during regular District office hours. Chainsaw work may not begin until 1/2hr after sunrise and must end 1/2hr after sunset on any given working day. Other hours of

operation restrictions may be implemented during high fire danger or during previously scheduled events.

### **3.1.4 SECURITY OF EQUIPMENT AND PROPERTY**

The Contractor may leave equipment at the work site with approval from the District Representative. The Contractor shall be responsible for equipment if it should be lost, stolen or damaged. At the close of each work period, government facilities, equipment, and materials shall be secured. All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the government worksite, shall abide by all security regulations.

### **3.1.5 PERIOD OF PERFORMANCE**

The period of performance shall be for seven (7) months to complete all proposed acres. This begins June 1, 2024 and ends November 30, 2024.

The proposed acres read as follows:

Unit 1: 29.4 acres

Unit 2: 24.2 acres

Unit 3: 63.7 acres

Unit 4: 17.0 acres

Unit 5: 7.7 acres

Unit 6: 11.9 acres

Unit 7: 6.0 acres

## Section 3.2: Overall Objective

**3.2.1 GENERAL.** The objective of this work is to reduce wildfire threat and promote forest health by reducing fuel loadings in overstocked mixed conifer, oak woodland, and woody shrub stands in the Weaver Basin Roadside project area. The proposed treatment will occur on USFS lands in Trinity County, CA.

**3.2.2 SITE VISIT.** A site visit is **required** for this service contract. A field tour will occur on **May 7th, 2024 at 1:00 pm** (13:00) with representatives of the District and potential contractors. We will meet at the Trinity County Resource Conservation District, 30 Horseshoe Lane, Weaverville, CA 96093. If you plan to attend the site visit, please notify Shay Callahan, Forest Health Project Coordinator, Trinity County RCD at (530)623-6004 x 226 or scallahan@tcrd.net. Contractors who cannot attend at this time may schedule an alternate meeting by reaching out to Shay Callahan; further questions may also be directed to Shay Callahan.

## Section 3.3: Specific Tasks

All tasks will occur through the entirety of the project area, up to 159.9 acres total- see Appendix I, treatment map. Treatments will not take place in the Caltrans Right of Way along State Highway 3, which extends 15' from the edge of the roadway on both sides, inclusive of the cut and fill.

**3.3.1 TASK 1: HAND SEVER** using power saws live and dead standing or fallen vegetation throughout identified treatment units – see Appendix I, treatment map.

- Hand cut live standing vegetation up to 10 inches DBH. Post treatment spacing of 25-30 feet between stems of 10 inches DBH or larger leave trees.
  - No live or dead limbs shall be left on the stumps after cutting. Stump height shall not exceed 4 inches measured on the uphill side.
- Pruning of all leave trees to a height of 6 feet to 8 feet above ground level.
  - Live and dead limbs and branches shall be cut cleanly and as close to the branch collar as possible without cutting off the collar or damaging the bole of the tree.
  - Tree limbs and branches attached to the bole above the designated pruning height, but have limbs or branches extending into the pruning height area, shall be pruned so they do not extend below the designated height.
- Hand cut, limb and buck downed fuels up to 10 inches diameter, material greater than 10 inches diameter will be bucked to create maximum contact with ground surface and left on site. Un-piled logs and slash (greater than 10 inches) will be set back 10 feet from trails, infrastructure, or roadways.

**3.3.2 TASK 2: CHIPPING** of all cut materials and downed slash within 50' of the edge of the road. A georeferenced PDF of this distance will be provided. Buffer may be negotiated with contract administrator in areas where cut bank prevents safe transport of cut material to the chipper. Chipper will only be operated in pre-impacted areas.

- Cut material and slash between 1/2 inch and 10 inches in diameter and greater than 2 feet in length will be chipped if located within the chipping buffer.
- Slash less than 1/2 inch in diameter or less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 6 inches in depth.
- Chips may be removed or broadcasted back onto roadsides.

- Broadcasted chips cannot be left in turnouts or on the paved road surface, and must be spread at a depth <12”.

**3.3.2 TASK 2: HAND PILE** all cut material and downed slash not within the chipping buffer shall be hand piled for burning to the following specifications.

- Cut material and slash between 1/2 inch and 10 inches in diameter and greater than 2 feet in length will be piled to minimum pile dimensions of 6 foot by 6 foot and maximum of 10 foot by 10 foot tall and wide.
  - Slash less than 1/2 inch in diameter or less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 6 inches in depth.
  - Piles will be compact, free of interior open spaces, free of dirt or other non-combustibles.
  - Piles will be placed a minimum of 10 feet from leave trees, trails, fence lines, and roadways. Piles will not be built on stumps or down logs.
  - Piles will not be built within stream, cultural, or other exclusion areas or buffers.
  - Piles will not be built within the road prism or in turnouts or ditches.
  - All roads and trails designated on the project map(s) shall be kept free of slash and piled material.

**3.3.3 TASK 3: HAND PILE COVERING** all created piles within treatment areas – see attached map.

- All hand piles shall be covered with a minimum of 6-foot by 6-foot piece of 4-mil thickness black polyethylene plastic, waxed paper, or similar material. Hand piles shall be covered such that at least 80 percent of the pile’s surface area shall be covered. All four corners and the middle of the plastic sheets shall be anchored with slash or other debris. The plastic sheets or similar material must be placed in the top ¼ of the pile.
  - All pile covering material will be provided by the contractor.

**3.3.4 CRITERIA FOR SELECTION OF LEAVE TREES:**

All **live** conifers and hardwoods larger than 10 inches DBH are reserved from cutting or girdling. The healthiest, best-formed trees shall be selected as leave trees. Characteristics used in the selection of leave trees include the following:

- Has no apparent damage to the main bole;
- Is not visibly dead/dying;
- Demonstrates good vigor and is disease/bug free;
- Has at least 40 percent crown ratio or largest crown ratio if none greater than 40 percent are present
- When selecting between trees that meet all of the above specifications, use the following species priority:
  - Hardwoods (madrone, oaks)
  - Sugar Pine
  - Ponderosa Pine
  - Douglas Fir
  - Incense Cedar
  - Grey Pine

**3.3.5 TRAFFIC CONTROL**

Along State Highway 3, work will not take place in the Caltrans Right-of-Way, which extends 15' from the edge of the roadway on both sides, inclusive of the cut and fill. Traffic Control will not be required in this section unless deemed necessary by the Contractor or District Representative for safety. It is the responsibility of the Contractor to comply with all requirements for roadside safety.

Along Rush Creek Road (a county road), work will take place in the county Right-of-Way up to the edge of the roadway. Traffic control will be required. The contractor will be responsible for keeping roads open for public or emergency traffic throughout daily operations and road must be left fully functioning in a safe condition at the end of each operational day. An encroachment permit from the Trinity County DOT shall be provided by the District. Upon completion of work at the end of each day, the contractor will ensure all portions of the road prism, including ditches and culverts, will be cleared of any material created from operations. Details of the Traffic Control Plan follow.

1. Traffic Control must comply with all state and local requirements. Flaggers must be certified.
2. Traffic Control System will include portable changeable message signs (PCMS) which shall be set up at least one week prior to starting work to notify locals of upcoming traffic delays. PCMS should be installed at both sides of the work at major intersections approved by the District. Signs should indicate expected days of work and hours of operation.
3. Contractor will provide a traffic control location and schedule at least one week prior to operations to the following agencies:
  - a. Trinity County Department of Transportation (530-623-1365)
  - b. Trinity County Life Support (530-623-2687 x5001)
  - c. Trinity County Sheriff Department Dispatch (530-623-2611)
  - d. CalFire Station in Weaverville (530-623-4201)
  - e. Volunteer Fire Departments in Weaverville (530-623-6156) and Lewiston (530-949-0553)
  - f. USFS Weaverville Office (530) 623-2121
4. Contractor shall adjust operations to limit delays to 15 minutes. Traffic control protocol will follow the Caltrans Standard Plan T13 (see Appendix III) but rumble strips will not be required. More detailed requirements for the materials used (i.e. traffic cone placement, sign distance, etc) are included in section 12 of the 2018 CalTrans standard specifications. However, section 12-1.04 will be replaced with the following:

*“Traffic control system for detours and lane closures are paid for as part of the per-unit bid. Flagging costs are included in the payment for each per-unit bid. All items shown on the implementation plans and other items the Contractor requires for temporary traffic control are paid for as part of the per-unit bids.”*

## **Section 3.4: Delivery/Performance Schedule**

### **3.4.1 MAPPING**

Unit boundaries will be flagged. A shapefile and PDF Map of the treatment area for GPS/Avenza will be provided and contractor will be required to accurately work within boundary of unit. Trailheads, intersections, and trail spurs are identified with recreation signage.

### **3.4.2 ADDITIONAL INFORMATION**

The Contractor is responsible for organizing and directing all the equipment and personnel needed to fully accomplish the work. The Contractor shall develop and submit a Treatment Plan and Schedule to accomplish the project objectives. The Treatment Plan and Schedule will be

agreed upon by both parties and incorporated into the contract at the Pre-Work. All changes to the Treatment Plan and Schedule will be agreed to prior to the changes taking effect. The Treatment Plan and Schedule shall include as a minimum the following items:

1. Cutting Plan – Discussed in more detail at Pre-Work meeting
2. Safety Plan – To include traffic control, identification of hazards, and trail closures if applicable
3. Fire Prevention Plan – For prevention and control of fires, with detailed list of personnel and equipment, in compliance with State and Federal requirements

### **3.4.3 STATUTORY COMPLIANCE**

The Contractor agrees to conduct operations under this contract and other related business activities in compliance with federal, state, and local statutes, standards, orders, permits or other regulations. Failure to comply will be grounds for default in accordance with the Default clause. The contract shall govern if such laws conflict with or preclude performance of contractual requirements.

### **3.4.5 CAMPING**

Camping is not permitted at the project site. A camp is interpreted to include the campsite or trailer parking area of any employee working on the project for Contractor.

### **3.4.6 WILDLIFE RESOURCES**

The Contractor shall comply with seasonal restrictions administered by the District's project design features. Seasonal restrictions for Northern Spotted Owl apply to some sections of the contract: part of unit 3 is under an LOP from February 1 to July 9, and part of unit 2 is under an LOP from February 1 to July 9 with another section under LOP from February 1 to September 15<sup>th</sup>. A map will be provided to the Contractor. Discovery of additional sensitive species could lead to new wildlife restrictions at any time.

### **3.4.7 RIPARIAN RESOURCES**

Several perennial and intermittent streams are present in the project area. The Contractor shall comply with riparian restrictions administered by the project design features. Within 150' of streams, work will take place but hand piles must average 6' X 6' and be placed in a dispersed pattern. Within 50' of streams, no work will take place. The 'no work' zone will be flagged, but the larger riparian reserve will be the responsibility to the contractor to identify. A georeferenced map will be provided to the contractor. Where riparian flagging differs from georeferenced mapping, flagging should be followed.

### **3.4.8 PROTECTION OF IMPROVEMENTS**

The Contractor shall protect roads and other improvements (such as fences, roads, trails, telephone lines, and ditches) whether designated on the project area map or not. The Contractor shall take all possible measures to avoid damage to county roads.

The Contractor will notify all utility companies, or other parties affected, and plans for all necessary adjustments of the public utility fixtures, pipelines, and other appurtenances affected by Contractor's operations.

When Contractor's operations are adjacent to properties of railway, telegraph, telephone, or power companies, or other property, work shall not begin until all necessary arrangements to prevent damage have been made by the Contractor.

The Contractor will cooperate with all owners of above-mentioned property. In the event of interruption because of accidental breakage, the Contractor shall promptly notify the proper authority, and cooperate with that authority in the restoration of service.

#### **3.4.9 PROTECTION OF LAND SURVEY MONUMENTS**

The Contractor shall protect all known survey monuments, witness corners, reference monuments and bearing trees against any damage during Contractor's operations. If monument damage occurs during operations, Contractor will report it immediately to the District representative and will be responsible for costs to replace it.

#### **3.4.10 SAFETY**

The Contractor will follow all United States Department of Labor Occupational Safety and Health Standards that pertain to the operations set forth in this contract under Subpart R, Special Industries Standards 1910.266 Logging Operations Standards. The contractor is also responsible for all OSHA and Caltrans requirements for safety when working along roadways.

#### **3.4.11 SANITATION AND SERVICING**

The Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by Contractor's operations. If facilities for employees are established within the project area, they shall be operated in a sanitary manner. Contractor shall not service tractors, trucks or other equipment on public lands where servicing is likely to result in pollution to soil or water. Contractor shall remove from public lands all refuse resulting from use, servicing, repair, or abandonment of equipment. If the contractor's operations or servicing of equipment result in pollution to soil or water, Contractor shall conduct cleanup to restore the polluted site to the previous observed conditions, and approved by the District Representative.

### **Section 3.5: Property, Materials, Services**

#### **3.5.1 GENERAL**

The Contractor shall furnish all personnel, materials, equipment, supplies, facilities, transportation, tools, supervision, and other items and non-personal services necessary to perform the work tasks defined in this Performance Work Statement, except for those items specified as government furnished property and services.

#### **3.5.2 MATERIALS**

The Contractor shall furnish all materials necessary to meet the requirement of this contract except for those items specified as District-furnished property and services.

#### **3.5.3 EQUIPMENT**

The Contractor shall furnish equipment necessary to meet the requirement of this contract except for those items specified as District-furnished property and services.

### **Section 3.6: Security and Administrative Matters**

#### **3.6.1 REGULAR WORK HOURS**

Unless otherwise specified work hours under this task order shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. Work may be done on Saturday, Sunday with notification to the District Representative, however work will not occur on Federal holidays unless authorized by the District Representative.

#### **3.6.2 FEDERAL HOLIDAYS**

The following Federal Legal Holidays are observed:



New Year's Day  
President's Day  
Juneteenth  
Labor Day  
Thanksgiving Day

Martin Luther King, Jr. Day  
Memorial Day  
Independence Day  
Veterans Day  
Christmas Day

### **3.6.3 FIRE DANGER SEASON**

The Contractor shall take every reasonable precaution to prevent a wildland fire from occurring from his or her actions on this project and must be in compliance with Project Activity Levels for the Shasta-Trinity NF for Area 5, Big Bar and Trinity Camp. The District Representative may, under certain conditions, require fire prevention and control measures in addition to those required by applicable state laws and regulations. This may include but will not be limited to changes in daily work schedules or full closure of operations due to extreme fire risk.

## **Section 3.7: Technical Exhibits and Definitions**

### **3.7.1 STANDARD DEFINITIONS**

#### Physical Condition

The Physical appearance of equipment or facilities that considers cracks, chips, dents, abrasions, rust, corrosion, general cleanliness, vibration, operating temperature, and discoloration and other items as identified by the District Representative. Physical condition may be determined by visual as well as diagnostic means.

#### Quality Assurance (QA)

Surveillance of Contractor performance to determine performance requirements are met.

#### Performance Requirements Summary (PRS) (see Technical Exhibit below)

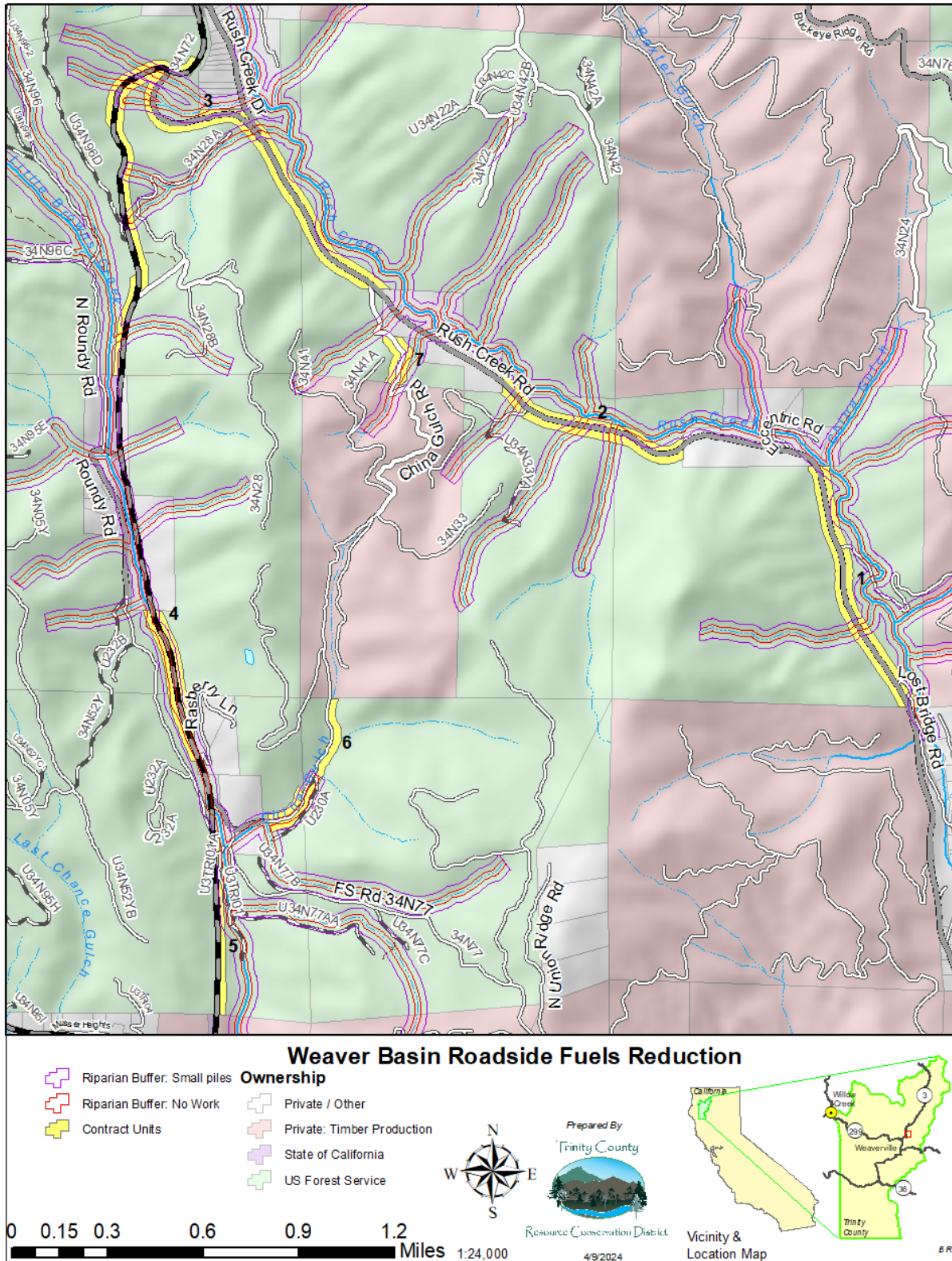
The PRS identifies the key performance indicators of the Contract that will be evaluated by the District to assure Contract performance standards are met by the Contractor.

#### Quality Control

Those actions taken by the Contractor to control the production of goods or services so that they meet the requirements of the performance work statement.

# Appendix I. Maps

Figure 1. Weaver Basin Roadside Contract Units

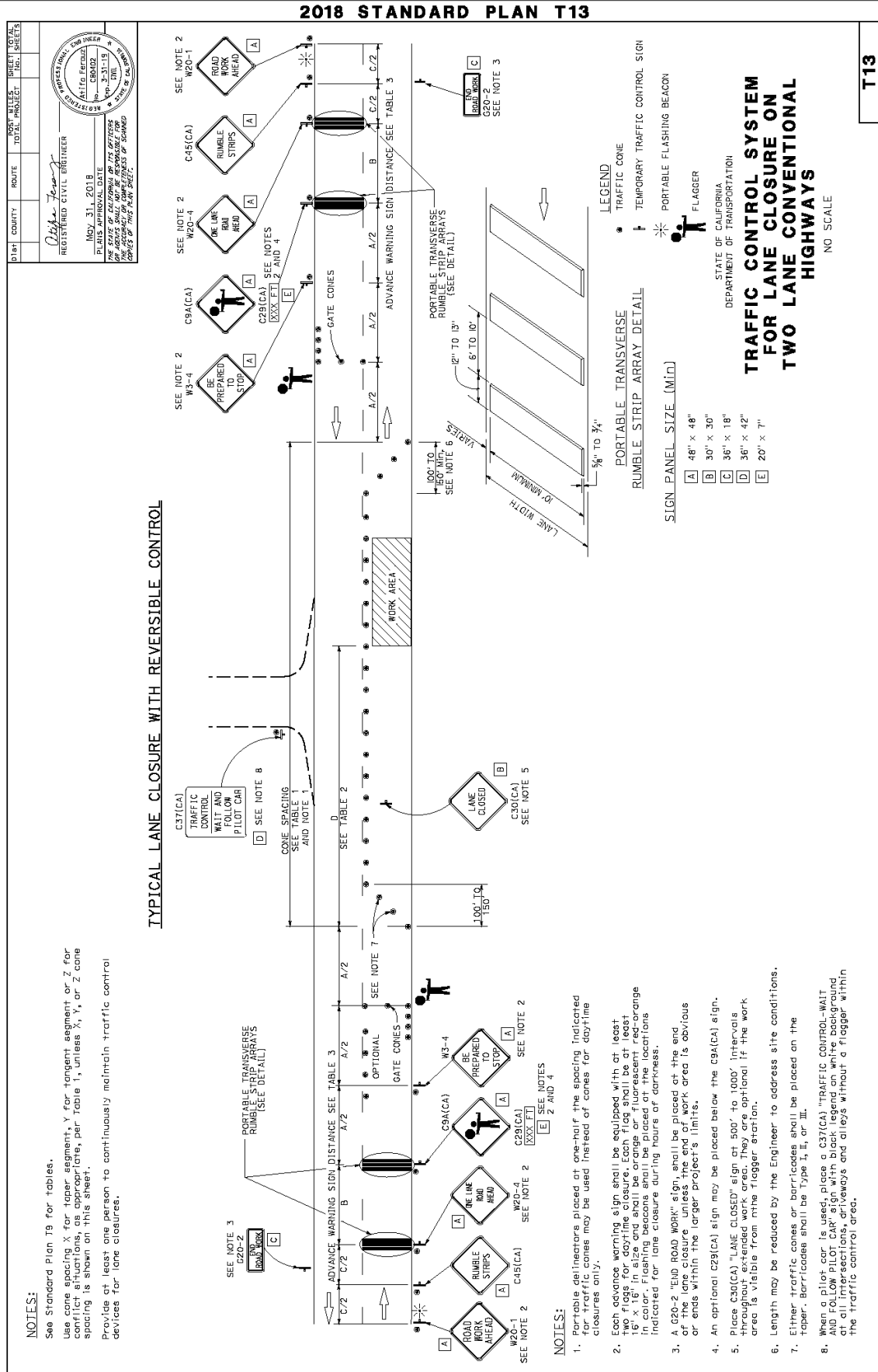


## Appendix II: QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Work Tasks to be Performed	Acceptable Quality Level	Method of Surveillance	Consequences, Remedies, and/or Deduction(s)
<p><b>Task(s):</b></p> <p>1: Hand Sever</p> <p>2: Hand Pile</p>	<p>All trees, brush, and downed material up to 10 inches in diameter must be hand severed using power saws in accordance with the specification listed under Section 3 of this task order.</p> <p>All cut material and downed slash from 1/2 to 8 inches in diameter and greater than 2 feet in length must be piled in accordance with the specifications listed under section 3 of this task order.</p>	<p>The District Representative, Project Manager, and/or landowner will conduct inspections. The Contractor (or designated representative) is encouraged to be present to observe inspections. Summary results will be made available on request. Inspections will consist of:</p> <p><b>a. Compliance Inspections</b> Visual compliance inspections of work tasks will be made on a periodic basis across the project area. Such inspections are not final and do not constitute acceptance by the District.</p> <p><b>b. Final Inspections</b> Final inspections for payment will be made on the completed project unit unless otherwise agreed upon in writing. Contractor shall request a final inspection. Inspection requests shall be verbal and documented within the diary or in writing and pursuant to FAR 52.246-4, shall include results of Contractor's quality inspections. Inspections will be completed within ten (10) calendar days after the notice is received for each item. If a formal request for an item inspection is within the ten (10) working days since the previous request, the time will not start until the time for the previous inspection expires.</p>	<p>The Contractor will be responsible for ensuring their crew can identify leave trees and cut to desired spacing distances.</p> <p>The contractor will be made aware of the deficiencies and these will be documented in the District Representative's diary. Deficiencies will need to be corrected prior to completion of the contract.</p> <p><b>Incentives/Disincentives</b></p> <p>a. Contractor will be required to rework the area at no additional cost to the District</p> <p>b. The District will charge to the Contractor any additional cost of subsequent inspection of reworked area</p> <p>c. Positive or negative Performance rating at the end of the contract (this will have definitive impacts on the assignment of future contracts)</p>
<p>3. Pile Covering</p>	<p>All piles created within the project area must be covered under the specification outlined within section 3 of this task order.</p>	<p>See above</p>	<p>See above</p>

# Appendix III. Traffic Control Plan

## 2018 STANDARD PLAN T13



**(Proposal, To Be Submitted)**

PROPOSAL TO THE TRINITY COUNTY RESOURCE CONSERVATION  
DISTRICT FOR  
**Weaver Basin Roadside Fuels Reduction**

NAME OF BIDDER \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO. AREA CODE (     ) \_\_\_\_\_

FAX NO. AREA CODE (     ) \_\_\_\_\_

EMAIL \_\_\_\_\_

The work is to be performed in accordance with the Special Provisions hereby specially referred to and by such reference made a part hereof.

TO THE TRINITY COUNTY RESOURCE CONSERVATION DISTRICT

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that they have carefully examined the location of the proposed work, the annexed proposed form of contract and the plans therein referred to; and they propose, and agree if this proposal is accepted, that they will contract with the Trinity County Resource Conservation District in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the District Representative as therein set forth, and that they will take in full payment therefor the following item prices, to wit:

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work, a unit price and a total for the item, and for each lump sum item, a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In the case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the District's Final Estimate of cost.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the Trinity County Conservation District does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or omit portions of the work, as may be deemed necessary or advisable by the District Representative. The District reserves the right to eliminate items from the contract as it deems necessary to meet existing budget amounts.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and fail to provide certificates of insurance that may be required within eight (8) days, not including Sundays and legal holidays, after the bidder has received notice from the District Representative that the contract has been awarded, the District may, at its option, determine that the bidder has abandoned the contract, and thereupon, this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Trinity County Resource Conservation District.

ANY BIDDER ATTEMPTING TO INFLUENCE DISTRICT STAFF OR THE DECISION-MAKERS, OR ANY OTHER INTERFERENCE WITH OR DEVIATION IN THE BID PROCESS, MAY RESULT IN THE DISQUALIFICATION OF THE BIDDER.

## **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

## **PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

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

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-Collusion Affidavit.

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

## **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

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

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



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

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

**PUBLIC CONTRACT CODE SECTION 7106 AFFIDAVIT**  
**NON COLLUSION AFFIDAVIT**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California

County of Trinity

\_\_\_\_\_, being first duly sworn, deposes and says that he or  
(Name)

she is \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company Name)

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; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Signature \_\_\_\_\_

END OF SECTION

## **BIDDER'S GENERAL INFORMATION AND STATEMENT OF EXPERIENCE**

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1 through 5, at the time of bid submittal will cause the bid to be non-responsive and may cause its rejection. Bidders shall submit Item Nos. 7 and 8 if requested by TCRCDC prior to award of contract. No award will be made until all of the Bidder's General Information (i.e., Items 1 through 6, inclusive and Items 6 and 7, if requested) is delivered to and accepted by TCRCDC.

(1) Contractor's Name:

\_\_\_\_\_

(2) Contractor's License: Primary Classification \_\_\_\_\_

State License No. \_\_\_\_\_

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

Supplemental Classifications held, if any: \_\_\_\_\_

\_\_\_\_\_

Name of Licensee, if different from (1) above:

\_\_\_\_\_

\_\_\_\_\_

(3) Name of person who inspected site or proposed Work for your firm:

Name: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

- (4) List at least three fuels reduction projects completed as of recent date involving work of a similar scope. Experience working along county roads with traffic control is desired.

Project	Contract Price	Name, address, and telephone number of Contracting Officer or Manager

- (5) The resume of the person who will be designated on-site manager.
- (6) A financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

## **CERTIFICATION FOR FEDERAL AID CONTRACTS**

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  Congressional District, <i>if known</i> : 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, <i>if known</i> :	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



## IMPLEMENTATION OF

### WEAVER BASIN ROADSIDE FUELS REDUCTION PROJECT FOR TRINITY COUNTY RESOURCE CONSERVATION DISTRICT

**BID FORM:**

ITEM NO.	DESCRIPTION	Cost Per Acre	TOTAL COST
Unit 1: 29.4 acres	<b>Hand cut, chip, pile, and cover</b>		
Unit 2: 24.2 acres	<b>Hand cut, chip, pile, and cover</b>		
Unit 3: 63.7 acres	<b>Hand cut, chip, pile, and cover</b>		
Unit 4: 17.0 acres	<b>Hand cut, chip, pile, and cover</b>		
Unit 5: 7.7 acres	<b>Hand cut, chip, pile, and cover</b>		
Unit 6: 11.9 acres	<b>Hand cut, chip, pile, and cover</b>		
Unit 7: 6.0 acres	<b>Hand cut, chip, pile, and cover</b>		
Traffic Control	<b>Compliant traffic control for entirety of project</b>	N/A	

**The Total Bid shall be generated from the above bid items by adding together the total amount for each bid item. The sum of all the bid item amounts shall be the bidder's bid and inserted, both in words and numerically, in this section.**

**Total Bid Schedule**

**\$ \_\_\_\_ Total Bid Schedule written in words:**

**Bidder hereby acknowledges that Addenda Numbers \_\_\_\_\_ are included with this Bid.**

ADDENDA: This proposal is submitted with respect to the changes to the contract documents specified in addendum numbers:

---

included herewith.

The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE: If bidder or other interested person is a corporation**, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co- partnership, state true name of firm, also names of all individual copartners composing firm. **If bidder or other interested person is an individual**, state first and last names in full.

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Licensed in accordance with an act providing for the registration of Contractors,  
License No.

\_\_\_\_\_ Classification \_\_\_\_\_  
\_\_\_\_\_ Expiration Date \_\_\_\_\_  
\_\_\_\_\_.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, 10285.1, and 7106 are true and correct.

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

S I G N H E R E:

\_\_\_\_\_  
SIGNATURE OF BIDDER

Business Address

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Place of Business

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Place of Residence

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