

**SISKIYOU COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT**

806 South Main Street, Yreka, California 96097
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<https://www.co.siskiyou.ca.us/community-development>

August 12, 2024

**REQUEST FOR PROPOSALS:
HEAD FIRE HAZARD TREE REMOVAL SERVICES**

RFP# 24-02 - CDD

NOTICE TO PROSPECTIVE PROPOSERS

You are invited to review and respond to this Request for Proposal (RFP), entitled “REQUEST FOR PROPOSALS: HEAD FIRE HAZARD TREE REMOVAL SERVICES.” The County anticipates awarding one (1) Agreement to perform work within Siskiyou County.

SERVICES REQUESTED: The County is seeking bids for the removal of hazard trees resulting from the Head Fire. The Head fire occurred on August 15, 2023. The Head Fire occurred near Hamburg on Highway 96. The area is 30 miles west of Yreka, and about 35 miles west of the Highway 96/Interstate 5 intersection, within Siskiyou County. This work will include removal, transport, and recycling or disposal of hazard trees from private properties, the public right of way, and other locations as determined by the County.

AGREEMENT BUDGET: Subject to the availability of funds and approval by the County, the total estimated cost is \$650,000.00.

PROCESS SCHEDULE: The RFP process will be conducted according to the following tentative schedule, where all times are Pacific Time:

SCHEDULE	DATE
Advertisement Date	August 12, 2024
Mandatory Pre-Proposal Conference @ 1:00 P.M.	August 19, 2024
Written Questions Due by 5:00 P.M.	August 22, 2024
Sealed Proposals Due before 5:00 P.M.	August 26, 2024
Public Cost Proposal Opening @ 5:15 P.M.	August 26, 2024
Notice of Intent to Award Announced (estimated)	September 3, 2024

In submitting your proposal, you must comply with the following attached instructions.

SISKIYOU COUNTY CONTACT INFORMATION: In the opinion of the County, this RFP is complete and without the need for explanation. However, if you have questions, or need any clarifying information, contact the Agreement administrator for this RFP as listed below.

Mailing Address

Community Development Department
806 South Main Street
Yreka, CA 96097

Contract Manager

Rick Dean, Director
Email: planning@co.siskiyou.ca.us
Phone: (530) 841-2100
Fax: (530) 841-4076

Please note that no verbal information given will be binding upon the County unless such information is issued in writing as an official addendum.

Rick Dean
Community Development Director
Agreement Administrator

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SECTION 1. Background and Process Schedule

Hazard Tree Removal Services Needed: The Head fire occurred on August 15, 2023. The Head Fire occurred near Hamburg on Highway 96. The area is 30 miles west of Yreka, and about 35 miles west of the Highway 96/Interstate 5 intersection, within Siskiyou County.

The County is seeking bids for the removal of hazard trees resulting from the Head Fire. This work will include removal, transport, and recycling or disposal of hazard trees from private properties, the public right of way, and other locations as determined by the County.

The CONTRACTOR (hereinafter referred to as “Contractor”, “Hazard Tree Removal Services Contractor”, or “HTRS Contractor”) shall provide Hazard Tree Removal Services to Siskiyou County (hereinafter referred to as the “County”) as described herein.

AGREEMENT BUDGET: Subject to the availability of funds and approval by the County, the total estimated cost is \$650,000.00.

Agreement Term. The term of the agreement will span approximately twelve (12) months and the anticipated start date is September 4, 2024, subject to the County’s Notice to Proceed.

PROCESS SCHEDULE: The RFP process will be conducted according to the following tentative schedule, where all times are Pacific Time:

SCHEDULE	DATE
Advertisement Date	August 12, 2024
Mandatory Pre-Proposal Conference @ 1:00 P.M.	August 19, 2024
Written Questions Due by 5:00 P.M.	August 22, 2024
Sealed Proposals Due before 5:00 P.M.	August 26, 2024
Public Cost Proposal Opening @ 5:15 P.M.	August 26, 2024
Notice of Intent to Award Announced (estimated)	September 3, 2024

Property Owner Participation Required. Participation in the County’s Consolidated Debris Removal Program (County Program) is voluntary. Property owners are required to complete and sign a Right of Entry (ROE) permit to participate in the County Program. The ROE permit is the enrollment mechanism and authorizes the County and its Contractors to perform work. Public entities may also enroll parcels in the County Program. The County does not control nor guarantee the ultimate number of ROE permits received. As a result, the County also does not control or guarantee the number of enrollees in the County Program.

Some commercial properties will also be included in this program at the direction of the County. Receiving facilities will be identified by the Proposer. Even though the Contractor may be engaged in making arrangements for using receiving facilities or temporary facilities and providing recommendations on receiving or temporary facilities to the County, the County will ultimately be directing the use of receiving facilities for Contractors to use on these operations.

Hazard tree quantity estimates and overall Agreement dollar amounts are not guaranteed by the County. The scheduled duration of the work is also not guaranteed by the County. The quantity of hazard trees removed as part of these operations and applicable to this RFP is subject to change based on the discretion of the County, site conditions unforeseeable to the County at the time of this RFP solicitation, property owner participation in the County program, and other unanticipated factors. Potential Proposers are advised to submit proposal schedules accordingly as no rate changes will be allowed for quantity variations.

The deployment of Hazard Tree Removal Crews will be dictated by Siskiyou County based on the ROEs received and operational needs. The anticipated deployment schedule for these crews is listed in EXHIBIT A – Scope of Work, Section 8 “Operational Milestones and Mobilization Requirements.”

Qualifications. Proposer must demonstrate that proposer and proposers’ firm (or joint venture) is qualified to perform the work as described herein, which includes, but is not limited to, prior project/work experience completing a minimum of three (3) projects of similar size (or larger) and scope within the previous five (5) years, performing as either a prime contractor or subcontractor. See Attachment(s) 6 and 7 to demonstrate this requirement.

DBE. The County affirms that Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit proposals in response to this RFP.

Licenses Required to Propose. All required licenses, certifications, and registrations must be current and active at the time of proposal submission. All required licenses, certifications, and registrations must be maintained in good standing throughout the term of the agreement. Lapses occurring after proposal submission may be grounds for disqualification or Agreement termination.

DIR Registration. The prime contractor (and each individual member of a joint venture, if the proposal is submitted by a joint venture) must be currently registered with the Department of Industrial Relations (Labor Code sections 1725.5, 1771.1).

LTO License. The prime contractor or a subcontractor must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type “A”). If a joint venture, a minimum of one individual member must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type “A”). Proposed subcontractors felling trees must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type “A”).

The LTOs must also be capable of directionally falling timber away from structures, power lines, and roadways in urban and semi-urban settings. If the LTO is required to fell trees in proximity to power lines, the LTO shall be preapproved or pre-certified to do so by the local electric utility.

LTOs will be checked against CALFIRE License List (ca.gov). Proposers are advised to verify the listing prior to proposal submission.

Mandatory Pre-Proposal Conference. A mandatory pre-proposal conference will be held at the date and time indicated in the Process Schedule. Proposers must attend the entire meeting in order to be eligible to propose.

The Mandatory Pre-Proposal Conference will be held online. The Contractor will need to email the RFP Contact listed on page 2 for a link to the meeting. Following the Pre-Proposal Conference, proposers are invited to survey the burned area from public roads (proposers may not enter private properties unless authorized to do so by the landowner).

Sealed Proposal Package. The County will receive sealed proposal packages at the Siskiyou County Community Development Department, 806 South Main Street, Yreka, CA 96097, by the date and time indicated in the Process Schedule.

Refer to “SECTION 2 – Instructions for Proposers” for submission instructions.

Siskiyou County must receive packages delivered in person before the Sealed Proposal Package due date and time as noted in the Process Schedule.

It is the responsibility of the Proposer to ensure timely delivery of the proposal package. Proposers hand-delivering their proposal package should allow extra time for potential delays, such as traffic and sparse parking. The proposals shall include all the requirements of this RFP and comply with any addenda issued prior to the proposal submission deadline.

Public Cost Proposal Opening. A public cost proposal opening will be held on the date and time listed in the Process Schedule at the Siskiyou County Community Development Department, 806 South Main Street, Yreka, CA 96097. At the public proposal opening, all qualified proposals received will be opened and recorded onto a Preliminary Cost Proposal

Tabulation, which will be posted to the County’s Agreements website at <https://www.co.siskiyou.ca.us/rfps>, following the proposal opening.

Grounds for Rejection. All proposals may be rejected whenever the determination is made that the proposals received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal.
- The cost submittal is unsigned.
- Duplicative staff from other current fire debris removal projects are proposed for primary staff positions within the Proposer’s team.
- The proposal cost is not prepared as required by the RFP.
- The Proposer has been prohibited from contracting with the County.
- The Proposer has received a negative contract performance evaluation from the County in the past.
- Any items required by the RFP are not included with the submittal.

No proposal may be rejected arbitrarily or without reasonable cause.

Agreement Award. The Agreement will be awarded to the lowest responsive and responsible bidder. The County reserves the right to contact current and past references and use information obtained to assist with Agreement awarding.

In the event of a tie, CDD will utilize a tie breaker to determine the winning Proposer. The tie breaker will be determined based on which proposer has the most SB and DVBE participation. CDD reserves the right to not award an Agreement.

Notice of Intent to Award. CDD will post a Notice of Intent to Award Agreement as soon as possible after the Cost Proposal opening. This notice will be posted for five (5) working days. Notice of Intent to Award Agreement will be posted on CDD’s website at <https://www.co.siskiyou.ca.us/planning> and in the lobby of the CDD office building at 806 South Main Street, Yreka, CA 96097. It is the Proposer’s responsibility to check one of these locations for a copy of the Notice of Intent to Award Agreement.

Rejection of Award. If the Proposer fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, CDD may deem that the Proposer has rejected the award. If CDD deems that the Proposer has rejected the award CDD reserves

the right to disqualify the awardee and award the Agreement to the next highest ranked Proposer. CDD will notify the disqualified Proposer of the decision not to award the Agreement at least one (1) day prior to the award being made to another qualified Proposer.

Protest of Award. A Bidder may protest the proposed award by filing a protest with the County Purchasing Agent. In Siskiyou County, the County Purchasing Agent position is held by the County Administrator, or their designee.

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

1. The name, address, email, and telephone number of the protester;
2. The signature of the protester's representative;
3. The title or name of the RFP being protested;
4. A detailed statement of the legal and/or factual grounds for the protest; and
5. The form of relief requested.

A protest related to the award of a contract must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Purchasing Agent or their designee. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

1. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Purchasing agent renders a decision on the protest.
2. Upon receipt of a timely protest, the Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
3. The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
4. If the protester disagrees with the decision of the County Purchasing Agent, the protester may submit a written notice to the Office of the Purchasing Agent requesting an appeal to the Board of Supervisors, in accordance with the process stated below.

Appeal Process. If the protester wishes to appeal the decision of the County Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Purchasing Agent's decision, a written appeal to the Office of the County Purchasing Agent.

1. Within fifteen (15) business days, the Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Board of Supervisors as described above.
2. The decision of the Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

Work Schedule. Contractors selected under this RFP shall be ready to commence mobilization upon issuance of a Notice to Proceed (NTP). The overall intent of the operation is to remove all eligible Hazard Tree from private, commercial, and public properties with approved ROEs, and remove, process as necessary, and transport all debris to currently operating and permitted recycling, disposal, and end-use facilities permitted to receive such materials according to all applicable laws.

Agreement. The Contractor is required to deploy crews, as directed by the County, to meet the number of operational crews as listed in EXHIBIT A – Scope of Work, Section 8 “Operational Milestones and Mobilization Requirements.” If a Contractor fails to provide the stated number of crews within the timeframe noted for each milestone or directed by the County, the County reserves the right to terminate the agreement and enter into a new agreement with the next lowest proposer. If the County terminates an Agreement for cause the County reserves the right to contract with the next lowest proposer and charge the difference in price to the Contractor.

Labor Code. Where applicable, pursuant to California Labor Code, Section 1774, the Contractor to whom the Agreement is awarded, and any subcontractor under them, shall pay not less than the specified general prevailing wage rates to all workers employed in the execution of the Agreement.

Payment Withholding. The provisions for payment under the agreement will be subject to a ten percent (10%) withholding. The Contractor acknowledges that the agreement is subject to a ten percent (10%) withholding pursuant to California Public Agreement Code (PCC) section 10346. The withheld payment amount will be included in the final payment to the Contractor. The 10% withheld amount will only be released upon the County’s verification of completion of all work, to the satisfaction of the County. Under no circumstances shall the withheld payment be released prior to the County’s verification that services were satisfactorily rendered.

Federal Emergency Management Agency (FEMA). If FEMA Assistance is authorized for the Head Fire, the Contractor shall comply with all FEMA Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2

C.F.R. sections 200.317-327. The County will notify the Contractor if FEMA Assistance is authorized.

SECTION 2. Instructions for Proposers

1. RFP not Subject to Negotiation

The terms, conditions, and/or requirements of the RFP are not subject to negotiation. Any Proposer that reserves a right to negotiate, submits a counteroffer, or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of Siskiyou County and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Agreement.

If the Proposer fails to meet any of the RFP requirements or fails to comply with the County's requests, Siskiyou County can reject, disqualify, or remove the firm from the process. Siskiyou County is not committed to awarding an Agreement resulting from this RFP.

2. Competence of Proposers

2.1. Business Entity

Proposer and/or Proposer's firm must be in good standing and currently hold any/all required licenses and permits to perform/conduct business in the State of California. If a sole proprietorship, be registered with the city, county, or other local government entity in which the principal place of business is located.

2.2. License

Proposer may only propose work for which Proposer is properly licensed.

2.3. Suspension and Debarment

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that the Contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Siskiyou County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C,

in addition to remedies available to Siskiyou County including but not limited to suspension and/or debarment.

The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.”

3. Proposer Considerations

3.1. Proposer Responsibility

The Proposer shall carefully examine the Proposal Schedule, the Standard Agreement (Attachment B), and EXHIBIT A - Scope of Work. By submitting a proposal, the Proposer acknowledges that the Proposer understands the character, quality, and quantity of Work insofar as this information is reasonably ascertainable from inspection of the work site and specifications. In addition, Proposer acknowledges that the mandatory pre-proposal conference and Q&A Period(s) offer Proposers timely opportunities to seek Siskiyou County’s clarification prior to proposal submission.

Failure of Proposers to acquaint themselves with available information will not relieve the proposer from responsibility for estimating properly the difficulty or cost of successfully performing the work.

3.2. Mandatory Pre-Proposal Meeting

A mandatory pre-proposal conference will be held at the date and time indicated in the Process Schedule. Proposers must attend the entire meeting in order to be eligible to propose. The Contractor will need to email the RFP Contact listed on page 2 for a link to the meeting. Following the Pre-Proposal Conference, proposers are invited to survey the burned area from public roads (proposers may not enter private properties unless authorized to do so by the landowner).

3.3. Public Information

Upon final proposal opening, all documents submitted in response to this RFP will become the property of Siskiyou County and will be regarded as public records under the California Public Records Act (Government Code section 7920.000 et seq.) and subject to review by the public. Siskiyou County cannot prevent the disclosure of public documents; however, the contents of all proposals, correspondence, agenda, Proposer’s memoranda, working papers, or any other medium which discloses any aspect of a Proposer’s proposal shall be held in the strictest confidence until the Agreement is awarded. Siskiyou County will

disregard any language purporting to render all or portions of any proposal package confidential.

All information obtained or produced during the course of the Agreement will be made available to Siskiyou County.

Any information obtained or produced during the course of the Agreement that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Agreement Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the Contractor prior to submission to Siskiyou County.

Siskiyou County will hold information obtained or produced during the course of the Agreement deemed confidential or trade secret(s) by the Contractor to the extent allowable by the California Public Records Act and the Public Agreement Code.

3.4. Use Tax

If during the course of the Agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of sections 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to section 10295.1 of the Public Agreement Code.

4. Rules and Conditions

4.1. Written Questions and Answers

Proposers needing clarification of the requirements of this solicitation may submit questions to Siskiyou County. Refer to the Process Schedule for deadline requirements. All inquiries must be received no later than Date and Time as indicated on the Process Schedule, regardless of postmark. If the inquiries are faxed, then the time and date on the fax must not be later than the due date and time.

Oral communications with Siskiyou County officers and employees shall be non-binding on the County and shall in no way excuse the Proposer of any obligations as set forth in this package. If Proposers have any questions pertaining to this particular solicitation, all communication should go through Siskiyou County's identified point of contact.

E-mails and/or faxes MUST be clearly marked: "Questions Relating to Head Fire – Hazard Tree Services RFP" The questions and answers will be published in an Addendum to the RFP.

4.2. Addenda

Siskiyou County reserves the right to amend, alter, or change the rules and conditions of this RFP. Any ambiguity, conflict, discrepancy, omission, or other error discovered in the

RFP should immediately be reported to Siskiyou County prior to the deadline for submission of written questions. Siskiyou County will issue addenda to address such issues. Addenda will be available on the Siskiyou County webpage for this RFP at <https://www.co.siskiyou.ca.us/planning>

5. Proposal Package Submission

Failure to follow the instructions contained in this document may be grounds for the rejection of a Proposal. Siskiyou County may reject any Proposal if it is conditional, incomplete, or contains irregularities.

Siskiyou County may waive an immaterial deviation in a Proposal if deemed in the best interest of Siskiyou County. Waiver of an immaterial deviation shall in no way modify the RFP requirements or excuse the Contractor from full compliance with the Agreement requirements.

5.1. Final Proposal Package Content

Proposer must submit the proposal information on the forms provided by Siskiyou County (included in this RFP) or included by reference as downloadable forms, as indicated on Attachment A - Required Bid Package Checklist. Proposal Packages not submitted on the provided forms will be considered nonresponsive. All required signatures must be original “wet” signatures by the individual who is legally authorized to contractually bind the Proposer.

5.2. Proposal Package Submittal Instructions

It is the sole responsibility of the Proposer to see that its bid is received by the deadline. Proposal Packages received after the scheduled closing time for receipt of proposals will be returned to Proposer unopened.

- All documents must be submitted double-sided on paper with a minimum of 100% post- consumer recycled content fiber.
- The remaining Bid Documents shall be submitted in the same order as they appear on Attachment A - Required Bid Package Checklist.
- Failure to submit any of the required documents may be deemed non-responsive, and the bid may be rejected. Deviation of the order of bid submittal documents may result in your bid being deemed non-responsive.
- Proposal Packages shall be submitted under sealed cover, must clearly state that it is in response to this RFP. Attachment 1 - Cost Proposal Schedule and

Attachment 11 - Bidders Bond shall be submitted under separate sealed cover.

Bid Packages shall be submitted as directed below:

A SINGLE PACKAGE CONTAINING:

1. One (1) unbound reproducible original Proposal Package marked “Original” containing all Attachments and Additional Proposal Requirements (*except do not include Attachment 1 - Cost Proposal Schedule and Attachment 11 - Bidders Bond, these must be submitted in a separate envelope*).
2. One (1) Electronic copy (USB flash drive) of Proposal Package in Adobe Acrobat format containing all Attachments and Additional Proposal Requirements. (Proposal is responsible for ensuring that the electronic copy is formatted in Adobe Acrobat Reader and viewable by Siskiyou County. For any discrepancy, the original Proposal Package is considered the master.)
3. One (1), Attachment 1 - Cost Proposal Schedule and Attachment 11 - Bidders Bond UNDER SEPARATE SEALED ENVELOPE MARKED “COST PROPOSAL – DO NOT OPEN”.

Cost Proposal Package must have the following identifier printed clearly on the package: “Head Fire – Hazard Tree Services COST PROPOSAL - DO NOT OPEN.” Failure to do so may result in a premature opening or failure to open such a bid. Bid Packages improperly marked may be considered non-responsive. Bids received after the bid submission date and time deadline will be considered late and returned to the Bidder unopened.

5.3. Withdrawal and Modification of Proposal Package

Proposals may be withdrawn prior to the deadline for Proposal submissions noted in the Process Schedule, provided that a request in writing, executed by Bidder or Bidder’s authorized representative, for withdrawal of such bid is filed with Siskiyou County via electronic submission or to Siskiyou County’s physical address as listed on page 2. Withdraw of a proposal shall not prejudice the right of a Bidder to file a new proposal.

A Proposal Package submitted prior to the submittal deadline may be modified by the submitting Proposer. The Proposer must: Provide a written request to the contact person listed on page 2. The written request must identify the requesting individual and their association to the Proposer.

Bids cannot be withdrawn or modified after the submittal deadline has passed.

5.4. Errors in Submittals

An error in a Proposal Package may be cause for rejection of that Proposal. Siskiyou County may make certain corrections, if the Proposer’s intent is clearly established based on a review of the complete Proposal.

6. Proposal Evaluation and Public Cost Proposal Opening

6.1. Public Cost Proposal Opening

At the date and time specified in the Process Schedule, Siskiyou County will conduct the Public Cost Proposal Opening. The Public Cost Proposal Opening will be conducted at Siskiyou County Community Development Department, 806 South Main Street, Yreka, California 96097. Siskiyou County will tabulate the results from the Public Cost Proposal Opening and determine who is the apparent low bidder.

6.2. Evaluation of Proposals

Following the Public Cost Proposal Opening, Siskiyou County will evaluate each Proposal and determine whether the Proposal evidences that the Proposer meets the minimum qualifications of this RFP. Siskiyou County will evaluate Proposals on a pass/fail basis. To receive a “pass” score and be considered responsive, the Proposal must comply with all requirements in this RFP. If a Bid package does not meet all of the requirements set forth in this RFP, it may be considered non-responsive and rejected from further competition. Once Siskiyou County has completed the evaluation of all proposals, it will publish a Notice of Intent to Award Agreement signaling who the lowest cost responsive proposer is.

6.3. Rejection of Proposals

All proposals may be rejected whenever the determination is made that the proposals received are not competitive, when the cost is not reasonable, when the cost exceeds the amount expected, or when it is determined to be in the best interest of the County.

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal;
- The proposal submittal is unsigned;
- The Cost Proposal Schedule is not prepared as required by the RFP;
- Non-compliance with Labor Code section 1771.1(a) (DIR registration for Prime and Subcontractors required);
- Any items or information required by the RFP are not included with the submittal;

- All published addenda are not acknowledged;
- There are undisclosed, inaccurate, or incomplete disclosures of conflicts of interest.

Siskiyou County reserves the right to reject a proposal as nonresponsive if the prices in the proposal are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than the cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the proposal will result in the lowest overall cost to Siskiyou County even though it may be the low evaluated proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

No proposal may be rejected arbitrarily or without reasonable cause.

7. Awarding of Contract

Awarding of this Contract will be to the lowest responsive responsible Proposer meeting all the RFP requirements.

Siskiyou County reserves the right to not award a contract.

The deployment timeline for this Contract, which is identified in EXHIBIT A – Scope of Work, Section 8 “Operational Milestones and Mobilization Requirements”, will begin immediately upon delivery of the Notice to Proceed. The identified timeframes will be strictly enforced.

8. Post Award and Agreement Execution

The Awarded Contractor and the resulting contract will be subject to the provisions in this RFP and the Standard Agreement (Attachment B).

8.1. Governance

If any provisions of the Agreement resulting from this RFP are found to be unlawful or unenforceable, then such provisions will be voided and severed from the Agreement without affecting any other provision of the Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that the Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

The Agreement is governed by and shall be interpreted in accordance with the laws of Siskiyou County and the State of California.

All proceedings concerning the validity and operation of this RFP, or the Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in

Siskiyou County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and the place where the obligation is incurred is Siskiyou County, California.

The person signing the Agreement on behalf of the Contractor must certify under penalty of perjury under the laws of California that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Agreement Code sections 10286 and 10286.1 and is eligible to sign an Agreement with Siskiyou County. This will be certified on Attachment 2 - Proposer Certification.

8.2. Post Award Requirements

Upon Award, Awarded Contractor shall submit and comply with the following:

- **Performance and Payment Bonds.** Awarded Contractor shall furnish bonds, each in the amount of 100 percent of the maximum Agreement amount, covering the faithful performance of the Agreement and payment of obligations.
- **Insurance.** Awarded Contractor shall furnish to the County, concurrently with Award of the Agreement, evidence of the required insurance meeting the conditions set forth in the Standard Agreement (Attachment B).

8.3. Contractor Signature

The Agreement shall not be binding upon the County until it is executed by the Contractor and the County. Contract documents required for the execution of the Agreement consist of the Standard Agreement (Attachment B).

Should the Contractor begin work in advance of receiving notice that the Agreement has been approved, any work performed in advance of the date of Notice to Proceed (NTP) shall be considered as having been done at risk as a volunteer. In no event shall the Contractor commence work until the Contractor has received notification from the County that the certificate of insurance has been approved.

9. Bidder Certifications and Acknowledgements

By submitting a bid, Bidder certifies and acknowledges the terms, conditions, and/or requirements set forth in this RFP and the Agreement documents located in the Standard Agreement attached hereto. The bidder is advised to read these provisions carefully prior to submitting a bid. Contract terms, conditions, and/or requirements are not subject to negotiation. If the Bidder fails to meet any of the requirements or comply with Siskiyou

County requests, Siskiyou County can reject, disqualify, or remove the firm from the process. Siskiyou County is not committed to awarding a contract resulting from this RFP.

END INSTRUCTIONS TO PROPOSERS

SECTION 3. Proposal Submittal Items and Descriptions

10. Description of Proposal Package Forms

All required Bid Package Forms are included as part of this RFP or are included by reference as downloadable forms.

The Bid Package must contain the following:

Attachment 1 – Cost Proposal Schedule:

Complete and submit the included Cost Proposal Schedule. Cost Proposal Schedule must be submitted under a separate seal with the Bidders Bond.

Attachment 2 – Proposer Certification:

Complete and submit the included Proposer Certification to acknowledge and certify to all items contained therein. Proposer Certification must be signed by the individual who is legally authorized to contractually bind the Proposer .

Attachment 3: Proposed Subcontractors List:

Complete and submit the included Proposed Subcontractors List to list the name, location, license number, and registration number of all subcontractors who will be employed and the kind of work that each will perform in the completion of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of total bid. All subcontractor licenses must be current and active at the time of the bid. For listed LTO subcontractors, a copy of the LTO License must be attached as part of Attachment 3.

Attachment 4 – Byrd Anti-Lobbying Certification, 31 U.S.C. Section 1352:

Bidder is required to submit the included certification in compliance with 44 C.F.R. Part 18, Certification Regarding Lobbying.

Attachment 5 – Personnel Questionnaire, Organization, and Resumes:

Bidder Proposer shall complete the included required Personnel Questionnaire documenting the professional qualifications and subject matter expertise of each required team member as listed in Attachment 5. Proposer shall provide an organizational chart of all personnel that will be responsible for completing the RFP.

Attachment 6 – Business Entity Requirement Questionnaire:

Proposer must complete the included Required Business Entity Questionnaire documenting the qualifications of the business. The questionnaire summarizes the Contractor’s (or the Joint Venture’s) experience providing the types of services required in this RFP and or similar applicable environmental cleanup operations.

Attachment 7 – Customer Reference Forms:

Proposer must demonstrate the required qualifications by submitting three (3) verifiable references for projects similar in size (or larger) and scope as described herein. Proposer must complete Part 1 of the included Customer Reference Form for each reference. Proposer shall then supply the form to the Customer Reference, who shall complete Part 2 and return it to Proposer.

For purposes of References, work performed as a member of a Prime Contractor Joint Venture shall be considered work performed as a Prime Contractor.

References submitted on Attachment 7 shall conform to the below descriptions:

- A. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor as a prime contractor or subcontractor in an amount of at least \$100,000.00.

Project must be for one of the following types: Hazard Tree Removal, Post-Disaster Hazard Tree Removal, or Environmental Remediation/Clean-Up.

- B. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor as a prime contractor or subcontractor in an amount of at least \$100,000.00.

Project must be for one of the following types: Hazard Tree Removal, Post-Disaster Hazard Tree Removal, or Environmental Remediation/Clean-Up.

- C. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor as a prime contractor or subcontractor in an amount of at least \$100,000.00.

Project must be for one of the following types: Hazard Tree Removal, Post-Disaster Hazard Tree Removal, or Environmental Remediation/Clean-Up.

Siskiyou County will validate customer references by any means necessary or appropriate, including email, voice, or electronic conferences. Proposers are responsible for maintaining contact with their referencing customers to ensure their prompt responses to Siskiyou County’s validation inquiries.

If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, Siskiyou County reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled. It is to the Proposer’s benefit to inform its references that they may be contacted by Siskiyou

County regarding this RFP during the anticipated review period, and their quick response would be helpful to the Bidder's cause

Attachment 8 – Darfur Contracting Act Certification

Bidder must complete, as instructed, and submit the Darfur Contracting Act Certification included by reference and available for download located at:

http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf.

PCC sections 10475 through 10481 apply to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California Agreement, the company must certify that it is either: a) not a scrutinized company or b) a scrutinized company that has been granted permission by the DGS to submit a proposal.

A scrutinized company is a company doing business in Sudan, as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for an Agreement with a State agency for goods or services (PCC section 10477(a)) unless written permission from the Director of DGS to bid on this procurement has been granted (PCC section 10477(b)).

Attachment 9 – California Civil Rights Laws Attachment

Bidder must complete and submit the California Civil Rights Laws Attachment included by reference and available for download at: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.ashx>.

Pursuant to PCC section 2010, any Proposer entering into or renewing an Agreement over one hundred thousand dollars (\$100,000) on or after January 1, 2017, must certify to all the following:

- A. That it is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).

- B. That it is in compliance with the California Fair Employment and Housing Act Chapter 7 (commencing with section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Failure to submit this completed form with the Proposal will result in the proposal being considered non-responsive.

Attachment 10 – Iran Contracting Act Verification Form

Proposers must complete and submit the Iran contracting Act Verification Form included by reference and available for download at:

http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf.

Pursuant to the Iran Contracting Act of 2010 (PCC sections 2200 through 2208, “the Act”), a Person, as defined in the Act, is ineligible to bid on, submit a proposal for, enter into, or renew any Agreement with the state for goods or services of one million dollars (\$1,000,000) or more if the Person engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state Agreement or renewal for goods or services of one million dollars (\$1,000,000) or more, a person must complete and return the attached IRAN Agreement Act Certification form with its proposal certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

11. Description of Additional Required Documents

Bidder is required to supply the following additional submittals as part of the Bid Package.

Attachment 11 – Bidders Bond

Attachment 1 - Cost Proposal, shall be accompanied by a Bidder’s Bond, which shall be executed by an admitted surety insurer authorized to issue surety bonds in the State of California. Bonds shall be made payable to the County Agreement Manager of Siskiyou County. The security shall be in an amount equal to at least 10 percent (10%) of the bid amount.

Attachment 12 - Notarized Bondability Statement

Attach a notarized statement from the bonding company or companies your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor’s performance in all respects of the terms, conditions, and provisions of this RFP and the resulting Agreement for one hundred percent (100%) of the total maximum Agreement amount. The notarized statement shall guarantee that the surety will execute the Faithful Performance Bond requirement as stated in each applicable Work Order on or before the Work Order is signed and returned to Siskiyou County’s Agreement Manager. This statement must guarantee the Contractor’s compliance with the terms of the Agreement and Work Order. This statement must be properly notarized and submitted as part of the Qualifications to meet the submittal requirements of this RFP.

Attachment 13 - Insurance Experience Modification Rate (EMR)

The Bidder must provide their Cal/OSHA lost time injury/illness incidence, Cal/OSHA recordable injury/illness incidence, and their Workers Compensation Insurance Experience Modification Rate (EMR). Bidder must meet the average EMR requirement of 1.0 or less. If a bidder is eligible for a Workers Compensation Insurance Rating Bureau of California

(WCIRB) rating, the bidder shall provide a copy of bidder’s worker’s compensation insurance carrier’s letter indicating it’s WCIRB determined EMR rating for the last three premium years, plus a 3-year EMR average. If a bidder is not eligible for a WCIRB EMR rating, the bidder shall provide evidence of non-eligibility and proof that a unitary rating of 1.0 rating is applicable. If potential bidder has a National Council on Compensation Insurance (NCCI) EMR rating, bidder shall submit NCCI EMR rating if bidder is not eligible for a WCIRB EMR rating. If Siskiyou County discovers after Agreement award that bidder failed to disclose WCIRB EMR rating, Siskiyou County reserves the right to terminate the Agreement for cause, with appropriate enforcement remedies at the Contractor’s expense.

If the Joint Venture was recently formed and has not had an EMR, the Joint Venture shall provide any EMR data available. If none is available, the Joint Venture should indicate that no EMR data is available in bid submission documents. However, all members of the Joint Venture must still meet the EMR requirement of 1.0 or less, as stated in the paragraph above.

Attachment 14 - Illness and Injury Prevention Program (IIPP) and/ Health and Safety Plan (HSP)

Bidders must submit current company IIPP that meets the requirements of 29 C.F.R. section 1910.120(b) and 8 CCR section 5192(b) or a sample of a recently prepared Health and Safety Plan (HSP) representative of the types of operations envisioned by this RFP.

The HSP should include employees anticipated to be utilized under the Agreement. Bidders’ attention is directed to the requirement that each Subcontractor involved in the Agreement shall also have a current company IIPP or recently prepared HSP, as described above. Subcontractor IIPPs are not a required bid submittal.

Attachment 15 - Letter(s) of Interest

In consideration of the recycling and disposal of materials removed, as part of the Operations, the Proposer shall submit, for each Operation:

1. Name(s) and Location(s) of Temporary Log Storage and Processing Facility(ies), Laydown Yard(s), Temporary Debris Management Sites, and/or Temporary Housing Facilities that the Contractor plans to use.
2. Letter(s) of Interest(s) for #1: Proposer shall provide letter(s) of interest from property owners listed in response to #1 above stating that property owners are interested in pursuing the use of their property, by the Proposer, for the stated purpose in relation to this Operation. This requirement is applicable only if the Proposer intends to use such a temporary facility.

3. Name(s) and Location(s) of currently operating and permitted landfills and wood materials end-use facilities (properly permitted to receive intended materials) that the Proposer plans to use.
4. Letter(s) of Interest(s) for #3: Proposer shall provide letter(s) of interest from facilities listed in #3 above stating intent to enter into an agreement with the Proposer for the Proposer’s utilization in anticipation of Agreement award. Facilities listed in #3 must be currently operational and permitted (with valid permits) at the time of proposer submission.

Proposer acknowledges that, if Awarded, Proposer will be required to obtain all relevant permits. All lease arrangements with the property owners for this(these) facility(ies) shall be the responsibility of the Contractor.

12. Description of Cost Proposal Bid Items

12.1. Bid Assumptions

The following lists basic assumptions to be included in the HTRS Contractor’s bid items:

1. A Hazard Tree Removal Crew is defined as all personnel, equipment, and supplies necessary to fell, process, and remove hazard trees. These crews will also include all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies. At a minimum a Hazard Removal Crew will consist of:
 - a. One (1) crane or rubber tired and/or rubber tracker bucket rig;
 - b. One to two (1 – 2) tree fallers or heavy equipment for tree falling, such as a feller buncher;
 - c. One to two (1 – 2) laborers for processing fallen timber;
 - d. One (1) skid steer or excavator for handling timber onsite;
 - e. One (1) track or tow-behind chipper;
 - f. Appropriate quantity of log trucks, grapple trucks, high-side dump trucks, or other trucks for removing wood material to a processing facility or end user and any equipment needed to load wood material onto trucks.

The County may approve alternate crew makeups if the HTRS Contractor evidences the need for different personnel or equipment.

2. Proposal may consider lodging options, including, but not limited to, commuting, establishing a housing base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall solely bear the full cost of such lodging choice(s). Any temporary facility established by the Contractor must be approved in advance by the IMT and

comply with all documentation, permitting, and environmental review requirements in this RFP, the Standard Agreement, and EXHIBIT A.1 - Special Provisions.

3. All necessary support personnel, equipment, and services, including any costs associated with maintenance crews, water tenders, traffic control crews, and office support staff.
4. Inclement weather (rain, snow, high winds, etc.), poor air quality (including from wildland fires in the vicinity of work), and other impacts on work safety and effectiveness due to inclement weather (i.e., muddy parcels and equipment access conditions due to weather, etc.).
5. Any real property costs, such as a land lease or rental costs, shall be included in the submitted bid. The Contractor shall provide a copy of the Lease Agreement(s) to the CM prior to commencing the use or development of the property(ies) for reference purposes only.
6. Restrictions on commercial truck routes to disposal and end-use facilities. Changes in road routes made during the course of the Agreement shall not be eligible for additional compensation and the Contractor shall factor in such bid risks when submitting the Cost Bid Schedule, even if the Contractor incurs additional labor, equipment, or operating costs as the result of the changed route.
7. Bidder shall be responsible for any changes made to Hauling and Reuse/Disposal Plans, including any changes made based on the Traffic Management Plans or Assessments prepared by third parties (such as the California Department of Transportation, Caltrans) or the A&M Contractor. This may include prohibiting or restricting hauling operations on certain roads or highways. Changes may be required due to unforeseen traffic or safety concerns.
8. HTRS Contractor shall assess all road surfaces anticipated to be used in these Operations, and their condition, including the potential need for reasonable road improvements to access properties and implement necessary repairs. Such as grading, widening, deployment of steel plates, or application of base rock. After the completion of debris removal work the conditions will be compared with pre-work documentation of roads to determine if damage is from contract work. The contractor may be liable if excessive damage is caused by contract work. IMT may make requests for the HTRS Contractor to use smaller equipment and/or equipment with non-metal tracks on roads. The contractors can choose whether to use smaller or alternative equipment on areas requested. They may also elect to use mitigation devices to eliminate damage to pavements and roads, such as wood plywood sheets and rubber mats may be used under equipment to prevent damage to pavement surfaces. The HTRS Contractor may be liable for excessive damage if the requests are ignored.

9. HTRS Contractor shall also be prepared to use alternate means and methods, such as the use of off-road equipment or smaller equipment, to gain access to areas where work must be performed. Morooka carriers (or similar rubber tracked off road equipment) are available to transport debris in off-road conditions. Smaller equipment like Gators or quads may also be needed for off-road access and transportation of debris materials. Restrictions in access from tunnels, trees or narrow access road may require the use of smaller debris removal equipment or transport trucks. However, construction of new roads, including any construction requiring professional traffic engineering, shall not be included within the scope of this agreement. The decision of whether the construction of new roads is required is at the sole and exclusive discretion of Siskiyou County.
10. Environmental restrictions, including threatened and endangered species, nesting birds, setbacks from watercourse, and lake protection zones as detailed in the Environmental Protection Plan, permits issued by State or Federal regulators, or other sources of criteria as identified by the IMT. HTRS Contractor shall be responsible for additional costs or work needed to comply with applicable environmental requirements and implement mitigation measures, including but not limited to relocation of bird nests, recovery and transport of bird nests/eggs to authorized rehabilitation centers, alternate hazard tree felling/removal methods necessary to protect resources (such as tree climbing), and use of long-reach, cranes, or other necessary equipment required to remove hazard trees or other material from Equipment Exclusion Zones.
11. Cultural resource restrictions, including tribal monitoring by tribal nations, within the burn scar. This bid risk includes the cost of any possible delays caused by deployment and utilization of Tribal Monitors. Additional costs associated with the identification, protection, and compliance of cultural and historical resources shall not be eligible for additional compensation, including costs of training HTRS Contractor's personnel.
12. Costs associated with performing work around portions of damaged buildings, such as standing walls, including those that have been shored or otherwise reinforced by third parties, which may include the use of smaller equipment, long reach equipment, cranes, or hand work. HTRS Contractor shall not be responsible for the actual installation of shoring or other reinforcement measures under this agreement.
13. Coordination with railroads or other modes of transportation (i.e., road, air, water, etc.).
14. California Occupational, Safety and Health Administration (Cal OSHA) standards, training, inspections, and corrections of any violations to Cal OSHA standards.

15. Delays for traffic control, highway or roadway maintenance, and cleanup or utility repair shall be considered as part of this contract and are to be expected. This includes activities conducted along all highways, local roads, and utility work such as roadway cleanup of trees and brush along highways, repair, and replacement of highway facilities, and/or repair or replacement of utilities' facilities completed by other contractors.
16. HTRS Contractor shall provide all traffic control crews necessary to provide public safety for both functions within both the Operational Areas.
17. Maximum daily receiving limits of ash and hazard trees, metals, concrete, and contaminated soils.
18. Availability of local Temporary Log Storage and Processing Facilities. Contractor shall be solely and exclusively responsible for availability of temporary log storage and processing facilities, and the capacity of end use facilities throughout the term of the Agreement. Adjustments that may be necessary to such facilities, including, but not limited to, adjustments related to facility capacity, market fluctuations, and other reasons outside of the Contractor's control, shall be at the Contractor's sole expense and ineligible for additional compensation from Siskiyou County.
19. California Department of Forestry and Fire Protection (CAL FIRE) Forest Practice inspections or inspections by the Regional Water Quality Control Board.
20. California State Fire Marshall inspections, as necessary.
21. Costs, fees, permits, inspections, penalties, or cost of compliance incurred as the result of any local, state, federal, or tribal authorities.
22. All material and placement of rip-rap rock and temporarily placed culverts installed for temporary creek crossings. All costs related to any and all crossings, including but not limited to, water course, canyon, trench, or ditch. The costs shall be inclusive of properly implementing all required Best Management Practices (BMPs).
23. Mobilize/construct and deconstruct/demobilize temporary bridges up to 50-foot spans, between the ordinary high-water marks, as part of these operations. If necessary, as a crossing may fall within the Ordinary High-Water Mark, the contractor will work with the archaeologists, biologists, and stormwater staff to draft a Clean Water Act Section 404, 401, and Fish and Game Code Section 1600 permit. The HTRS Contractor shall be responsible for obtaining any necessary permits.
24. HTRS Contractor will not be compensated for any "access" trees or "incidental" trees (trees that must be cut because there's no other way to access marked Hazard Trees).
25. No Change Orders or cost adjustments will be considered for variations in quantities listed in the bid sheets – the unit costs listed are firm and binding

regardless of actual quantities available. The quantities listed in the bid sheets and bid solicitation documents are only estimates for the purposes of bid evaluation and do not represent any guarantee from Siskiyou County. Any potential costs associated with quantity variations shall be incorporated in bidder's unit price and will not be eligible for additional compensation beyond the unit prices submitted.

26. All costs under this Agreement will be paid at the unit rates bid multiplied by the quantities actually performed (as verified by Siskiyou County's A&M Contractor, working under a separate contract). Hazard tree materials and other unit quantities will be verified by the A&M Contractor before payment is authorized. It is advised that the HTRS Contractor work closely with Siskiyou County's Contract Manager and the A&M Contractor at the beginning of and throughout the operation to ensure that the unit cost tickets, and other costs are accurately tallied on a near-daily basis and invoices are appropriately formatted and documented to minimize delays after the HTRS Contractor invoices the County. This will very likely expedite the timely payment of invoices.
27. No Change Order or adjustment in price will be granted based on the number of Hazard Tree Removal Crews utilized or any other items that could be reasonably anticipated to complete the work described in each bid item, bid documents, and this Agreement.
28. Any rebates, credits, or savings derived from the legal use of wood materials should be included in the unit price of the trees, as well as any necessary taxes and fees that may be required to be paid as a result of this Operation. Under no circumstances will Siskiyou County compensate HTRS Contractor for such taxes and fees, as this is the HTRS Contractor's responsibility. Any revenue, such as rebates, credits, or savings obtained by the HTRS Contractor through these agreements, must be disclosed to Siskiyou County and documented.
29. HTRS Contractor shall also not be eligible for any additional compensation, including potential loss of wood material credits, if HTRS Contractor is directed to leave behind wood material at or near the tree felling site.
30. HTRS Contractor acknowledges and agrees that the County will not provide the HTRS Contractor any additional compensation in place of expected recycling revenue should the hazard tree wood material or any other wood material be left behind on the site, if directed to do so by the IMT.
31. If needed, the HTRS Contractor shall provide dust control for both program properties as well as community roadways. HTRS Contractor shall provide water tenders/trucks and drivers and supporting equipment, fuel, hoses, nozzles, water meters and fittings, pumps, etc., for use throughout the project area as directed and approved by the IMT.

32. If needed, the HTRS Contractor shall provide street sweeping. Community Street Sweeping includes sweepers, drivers, fuel, brushes, appropriate disposal of collected road debris and dirt.
33. All costs of water, permit fees, and connection/meter fees are charged by water purveyors. Contractor shall be responsible for any additional costs of water and associated fees of supplying water, even if water prices rise as the result of water supply shortages, government-declared droughts, or mandatory water supply restrictions. All costs required to remobilize hazard tree removal equipment and personnel between properties or to road segments will be borne by the Contractor. Mobilizations between properties or road segments are not eligible for compensation for Bid Item 1.
34. Truck inspection yards are necessary to conduct Department of Transportation (DOT) inspections by the A&M Contractor.
35. All HTRS Contractor trucks shall be inspected by the A&M Contractor's DOT truck inspectors, including low beds, tree removal trucks, chip trucks, water tenders, tow trucks, street sweepers, and other commercially licensed vehicles used on the project. Each commercial truck will display a disaster Operation sticker provided by Siskiyou County's Consultant. After each 30-day period, 10% of the commercial trucks will be re-inspected per DOT Level 1 requirements.
36. All cost considerations for accessing and working on properties both in tract areas on relatively small relatively flat lots as well as difficult properties, which include properties that: are in remote locations; require access over long poorly maintained or non-maintained gravel or otherwise non-paved roadways and have larger 1-100 acre lots or more.
37. Other issues outside of the Contractor's or Siskiyou County's control that restrict or reduce the productivity of hazard tree removal crews and/or truck travel shall be considered and included in the bid items.
38. HTRS Contractor shall include any and all costs associated with delays that may occur while awaiting A&M Contractor and IMT personnel to respond and conduct Initial Site Walks. HTRS Contractor shall not be eligible for any additional compensation while waiting for third party verification of completed scope of work.
39. The costs of the HTRS Contractor's implementation of a health and safety plan, or costs associated with the health and safety of the HTRS Contractors (including the HTRS Contractor's subcontractors, if any) shall be included in the bid prices and not eligible for additional compensation. Examples include Personnel Air Monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste

assessment, and potentially chromium +6 and mercury will be required in the operator breathing zone, per the Contractor’s Health and Safety Plan.

40. Removal of potentially dangerous trees described in the Standard Agreement and EXHIBIT A.1 - Special Provisions as trees that prove to be a danger to the hazard tree removal crews and as identified by the County Operations Section Chief or designee. Such trees shall be removed at the Contractor’s expense and will not be eligible for any compensation. This also includes trees that may not be potentially dangerous but prohibits access for the Hazard Tree removal crews.

12.2. Description of Cost Proposal Schedule – Bid Items

Each bid item is noted as either community costs or individual property costs (based on APNs). This is necessary when compiling the operational costs for each parcel for both cost recovery and insurance reimbursement purposes.

Item 1 – Mobilization and Demobilization to/from Operational Area:

One-half of this bid item will be paid as a crew is mobilized, and one-half will be paid as the crew is demobilized. This bid item is intended to be a one-time fee per crew for the duration of the operation – mobilization and demobilization for days of no work are described in Item 2 - Non-Working Days. If Siskiyou County directs additional crews to mobilize to the job after demobilizing crews from the job, this item will be paid again.

Item 1a – Hazard Tree Removal Crews:

This per crew unit bid item includes the mobilization of Hazard Tree Removal Crews to the Operational Area, including:

1. Personnel, which shall consist of, at a minimum, two operators and two labor personnel
2. Equipment, including at least one (1) excavator and (1) skid steer
3. Supplies such as water buffalos, male and female portable restrooms, and stand-alone hand sanitation stations for the duration of the overall operation.

This is a community cost.

Item 2 – Non-Working Days:

This per crew unit cost item includes the costs of mobilizing and demobilizing hazard tree removal crews for days designated as non- working days by the IMT. Do not count Sundays, every fifth Saturday, and Holidays as part of this bid item as they will not be compensated. This does not include days where work is impracticable due to weather conditions or other

environmental factors. This will include unanticipated safety stand-down days as directed and authorized by Siskiyou County.

The IMT shall notify the HTRS Contractor of a Full Non-Working Day by 1700 on the calendar day prior to the calendar day of no work.

A partial Non-Working Day occurs when the IMT notifies the HTRS Contractor after 1700 on the prior calendar day to the intended Non-Working Day, and the HTRS Contractor has commenced with work on the intended Non-Working Day. A partial nonworking day also occurs when the IMT notifies after 1700 on the prior calendar day to the intended Non-Working Day and the HTRS Contractor has not commenced with work yet has mobilized in anticipation of the performance.

When a partial Non-Working Day occurs, the bid unit will be paid on a fractional hour basis where an eleven (11) hour working day correlates to 100 percent (100%) of the bid amount. Payment shall not be greater than 100 percent (100%).

Item 2a – Hazard Tree Removal Crews:

This per crew per day item covers costs only for Hazard Tree Removal Crews, as listed in item 1a. Other types of crews, such as asbestos abatement crews or erosion crews, are not eligible for compensation under this bid item or separately for days of non-work.

This is a community cost.

Item 3 – Delays:

For this bid item, a “Delay” results from factors beyond the HTRS Contractor’s control related to A&M Contractor error, unusual and unsafe materials discovered on the site, or other unforeseen environmental (discovery of cultural resource, discovery of proximity to unknown endangered species habitat, etc.) or imminent safety issues. These delays will be designated and approved by the IMT. Examples of unusual and unsafe materials include the discovery of radioactive, unexploded ordinance, explosives, hazmat spills or releases, mercury releases, unknown cylinders, dangerous or threatening residents or animals, or roadway accidents. The HTRS Contractor shall notify the IMT within fifteen (15) minutes once the HTRS Contractor becomes aware of a potential Delay. This bid item does not include weather impacts, which are not compensated.

Delays eligible for payment will be designated and approved by the OSC or designee, verbally or by electronic communication. These occurrences will be followed up with an email or other written correspondence before the end of the same working day. Delays eligible for payment will be designated and approved by the IMT in writing. Loss of productivity due to foreseeable conditions within the HTRS Contractor’s control including,

but not limited to, weather, poor planning, HTRS Contractor error, labor shortages, traffic, safety violations, or receiving facility (disposal, recycling sites, Temporary Log Storage and Processing Sites/Staging Areas or end use facility) wait times, are ineligible for payment as a “delay.” Delays usually include a small percentage of the properties.

Item 3a – Hazard Tree Removal Crews:

This per crew per hour item covers costs only for Hazard Tree Removal Crews, as listed in Item 1a. Other types of crews, such as asbestos abatement crews or erosion crews, are not eligible for compensation under this bid item or separately for delays.

This is a community cost.

Item 12 – Property Owner Assistance:

This item includes over 30-60 minutes of time required for homeowner assistance. The bid unit is per APN and is intended to provide limited hand labor and the use of minor equipment, but usually no excavator use or trucking. Larger equipment will be on standby during this activity, which should be included in the unit cost. Property Owners Assistance requires prior approval of the OSC or designee prior to work.

This is an individual property cost.

Other Financial Provisions:

Any costs to comply with the requirements of the RFP must be considered as part of the bid rates; no separate or additional compensation will be paid for meeting these requirements. The HTRS Contractor shall not remove any tree that has not been previously identified, documented, and marked by Siskiyou County’s A&M Contractor. If any such tree is cut down by the HTRS Contractor or the HTRS Contractor’s Subcontractors, the HTRS Contractor shall forfeit ten thousand dollars (\$10,000) per tree. If a Contractor does not fell Trees in accordance with the terms of this Agreement, Siskiyou County reserves the right to exercise appropriate remedies (which, at a minimum, may include withholding any payment for Trees associated with the breach of Agreement). The HTRS Contractor is further responsible for any and all applicable fines which may apply to unauthorized removal of a tree. Remedies for unauthorized removal of trees will be strictly enforced and repeated or extensive violations may result in termination of this Agreement.

ATTACHMENT A - Required Bid Package Checklist

Complete Attachment A - Required Bid Package Checklist to assist in the preparation of your Bid Package. Your Bid Package must be submitted in the following order listed below:

Bidder MUST submit on provided forms and/or forms included by reference

- Attachment 1 – Cost Proposal Schedule
- Attachment 2 – Proposer Certification
- Attachment 3 – Proposed Subcontractors List
- Attachment 4 – Byrd Anti-Lobbying Certification
- Attachment 5 – Personnel Questionnaire, Organization, and Resumes
- Attachment 6 – Business Entity Questionnaire
- Attachment 7 – Customer Reference Forms
- Attachment 8 – Darfur Contracting Act Certification (Included by reference)
- Attachment 9 – California Civil Rights Laws Attachment (Included by reference)
- Attachment 10 – Iran Contracting Act Verification Form (Included by reference)

Additional Bid Requirements (Supplied by Bidder)

- Attachment 11 – Bidders Bond
- Attachment 12 – Notarized Bondability Statement
- Attachment 13 – Experience Modification Rate (EMR) documentation
- Attachment 14 – IIPP and/or Health and Safety Plan (HSP)
- Attachment 15 – Letter(s) of Interest

Please note that if any of these items are missing from the Proposal Package, the package will be considered incomplete and will be disqualified from the process.

The following are Reference Documents and are not required at time of bid but must be adhered to by the successful Contractor during the Agreement period:

ATTACHMENT B – Standard Agreement, including Special Provisions

EXHIBIT A – Scope of Work

EXHIBIT A.1 – Special Provisions

END OF CHECKLIST

Attachment 1 – Cost Proposal Schedule

HEAD FIRE: HAZARD TREE REMOVAL SERVICES

This Cost Proposal Schedule should be used to bid the entire project. Complete this form and submit the original in accordance with the requirements of this RFP. This bid represents and is to include all elements described under “**Description Cost Proposal Schedule – Bid Items**” in **Section 2**.

Item	Description	Unit	Quantity	Price	Total
1	Mobilization and Demobilization to/from Operational Area				
1a	Hazard Tree Removal Crews (See Note * below)	Per Crew			
2	Non-Working Days:				
2a	Hazard Tree Removal Crews	Per Crew/Hour			
3	Delays:				
3a	Hazard Tree Removal Crews	Per Crew/Hour			
4	Other Per Property Services				
4a	Property Owner Assistance:	Per Hour			
GRAND TOTAL:				\$	

Note * One-half of this bid item will be paid as a crew is mobilized, and one-half will be paid as the crew is demobilized. This bid item is intended to be a one-time fee per crew for the duration of the operation – mobilization and demobilization for days of no work are described in Item 2 - Non-Working Days. If Siskiyou County directs additional crews to mobilize to the job after demobilizing crews from the job, this item will be paid again.

Prices shall be submitted in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR website (<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>). The Contractor shall be responsible for any future adjustments to prevailing wage rates, including but not limited to base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

Acknowledgment/Authorization

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for Siskiyou County to award an Agreement. Additional acknowledgment is made of receipt of all competitive documents, including Addenda, relating to this Agreement. The undersigned acknowledges that the Bidder has read all of the requirements set forth in the RFP documents and will comply with said provisions. The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by Siskiyou County in the verification of the recitals comprising this Bid and also hereby authorizes Siskiyou County to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative		Contractor Name	
Address		Telephone #	
City, State, Zip		Email	
Signature of Authorized Representative:		Date Signed	

Attachment 2 – Proposer Certification

To: County of Siskiyou

From: _____ (Name of Firm)

The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment and to perform all work required in the manner and time prescribed herein and in such addenda as may be issued prior to bid opening date and in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR web site ([https://www.dir.ca.gov/Public- Works/Prevailing-Wage.html](https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html)).

IMPORTANT – READ BEFORE SIGNING: Bidder Certification must be executed in the same name style in which the bidder is licensed. Joint venture bidders must meet the requirements described in the solicitation package. If making a bid as a joint venture, each person submitting the bid shall provide the information required in Item 1 with respect to their licensure. The undersigned Bidder certifies and agrees to provide the information and comply with the requirements contained in Items 1 through 9 on the following pages. By signing, Bidder swears under penalty of perjury that the conditions of all Items below are true.

Legal Name of Bidder			
Federal I.D.#		CLSB#	
DIR#		LTO#	
Address			
Contact Person			
Email			
Phone			

Authorized Representative #1	
Print Name and Title of Signer	
Signature	
Dated	
Authorized Representative #2	
Print Name and Title of Signer	
Signature	
Dated	

NOTE: The prime must have an LTO (whether an individual prime or a JV). If a JV, at least one JV member must also have an LTO (see Item 1, below)

ITEM 2 – ADDENDA

In submitting this bid, Bidder represents that Bidder has examined copies of all the Contract Documents and acknowledges receipt of any Addenda as may have been issued prior to the Public Bid Open date.

Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

ITEM 3 – COMPLIANCE WITH GOVERNMENT CODE SECTION 87100

Government Code section 87100 provides: No public official at any level of state or local government will make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know they have a financial interest.

Contractors that provide recommendations and advice that may influence decision making are required to comply with the disclosure requirements of the conflict-of interest laws promulgated under the Political Reform Act.

The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with Siskiyou County. These disclosures will be made under penalty of perjury.

In addition to the disclosures required above, list current clients subject to any discretionary action by Siskiyou County, or who may have a financial interest in the policies and programs of Siskiyou County and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury. The Contractor and its subcontractors (if any) will be required to file statements of economic interests with Siskiyou County upon award of the Contract. Siskiyou County will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

CURRENT CLIENTS MEETING ABOVE CRITERIA (Identify as “NA” if no conflict exists)

Client Name	Contract	Address	Phone

A determination by Siskiyou County that a conflict of interest exists as a result of the disclosed relationships may be grounds for disqualification.

If no conflicts exist, by signing the Bidder Certification, Bidder acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.

ITEM 4 – SUSPENSION AND DEBARMENT

Bidder declares compliance with 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that the Contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in its lower tier covered transactions.

This certification is a material representation of fact relied upon by Siskiyou County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Siskiyou County, the County may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

ITEM 5 – CERTIFICATIONS AND ACKNOWLEDGEMENTS

Bidder acknowledges and certifies to, under penalty of perjury, all the requirements and provisions as set forth in the Sample Standard Agreement, attached hereto.

Bidder swears under penalty of perjury under the laws of California that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1 and is eligible to sign an Agreement with Siskiyou County.

Bidder certifies under the penalty of perjury under the laws of the State of California that the Contractor will, unless exempted, comply with the nondiscrimination program requirements of Government Code section 12990 and 2 CCR section 8103.

ITEM 6 – NONCOLLUSION AFFIDAVIT

Noncollusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code, section 112, and Public Contract Code section 7106 if federally funded, or Public Contract Code section 7106 if state funded, the Proposer declares 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 Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer, 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 Proposer 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.

Note: The above Noncollusion Affidavit is part of the Bid. Signing the Bidder Certification on the signature portion thereof shall also constitute a signature of the Non collusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature

Signature of Authorized Representative

Printed Name and Title

Dated

Attachment 3 – Proposed Subcontractors List

Provide the required information below for all first-tier subcontractors who will perform work or labor or render service in the completion of the Work as described herein in an amount in excess of one half of one percent (1/2 of 1%) of total bid, and the kind of work which each will perform. All required licenses and registrations must be current and active at the time of bid.

(Note: In case more than one subcontractor is named for the same kind of work, state the portion that each will perform.)

Name/Contact			
Telephone		<input type="checkbox"/> LTO copy attached (if applicable)	
Email Address			
Work to be Performed		% of work	
DIR Registration #			
Subcontractor is for Hazard Tree Removal Function		<input type="checkbox"/> YES <input type="checkbox"/> NO	

Name/Contact			
Telephone		<input type="checkbox"/> LTO copy attached (if applicable)	
Email Address			
Work to be Performed		% of work	
DIR Registration #			
Subcontractor is for Hazard Tree Removal Function		<input type="checkbox"/> YES <input type="checkbox"/> NO	

Name/Contact			
Telephone		<input type="checkbox"/> LTO copy attached (if applicable)	
Email Address			
Work to be Performed		% of work	
DIR Registration #			
Subcontractor is for Hazard Tree Removal Function		<input type="checkbox"/> YES <input type="checkbox"/> NO	

Required Document #3: Proposed Subcontractors List

Name/Contact		
Telephone		<input type="checkbox"/> LTO copy attached (if applicable)
Email Address		
Work to be Performed		% of work
DIR Registration #		
Subcontractor is for Hazard Tree Removal Function		<input type="checkbox"/> YES <input type="checkbox"/> NO

Name/Contact		
Telephone		<input type="checkbox"/> LTO copy attached (if applicable)
Email Address		
Work to be Performed		% of work
DIR Registration #		
Subcontractor is for Hazard Tree Removal Function		<input type="checkbox"/> YES <input type="checkbox"/> NO

Name/Contact		
Telephone		<input type="checkbox"/> LTO copy attached (if applicable)
Email Address		
Work to be Performed		% of work
DIR Registration #		
Subcontractor is for Hazard Tree Removal Function		<input type="checkbox"/> YES <input type="checkbox"/> NO

Name/Contact		
Telephone		<input type="checkbox"/> LTO copy attached (if applicable)
Email Address		
Work to be Performed		% of work
DIR Registration #		
Subcontractor is for Hazard Tree Removal Function		<input type="checkbox"/> YES <input type="checkbox"/> NO
Name/Contact		

Required Document #3: Proposed Subcontractors List

Telephone		<input type="checkbox"/> LTO copy attached (if applicable)
Email Address		
Work to be Performed		% of work
DIR Registration #		
Subcontractor is for Hazard Tree Removal Function		<input type="checkbox"/> YES <input type="checkbox"/> NO

Name/Contact		
Telephone		<input type="checkbox"/> LTO copy attached (if applicable)
Email Address		
Work to be Performed		% of work
DIR Registration #		
Subcontractor is for Hazard Tree Removal Function		<input type="checkbox"/> YES <input type="checkbox"/> NO

Name/Contact		
Telephone		<input type="checkbox"/> LTO copy attached (if applicable)
Email Address		
Work to be Performed		% of work
DIR Registration #		
Subcontractor is for Hazard Tree Removal Function		<input type="checkbox"/> YES <input type="checkbox"/> NO

COPY OF LTO LICENSE MUST BE ATTACHED AS APPLICABLE FOR EACH HAZARD TREE REMOVAL SUBCONTRACTOR

For more space, copy this page and attach it hereto to be made a part of the Bid Package.

_____ number of additional pages are attached.

Attachment 4 – Byrd Anti-Lobbying Certification

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Appendix A: 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that no 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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 cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person 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 on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, “Disclosure of Lobbying Activities”, in accordance with the instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any who fails to file the

Required Document #4: Byrd Anti-Lobbying Certification

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.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

Attachment 5 – Personnel Questionnaire, Organization, and Resumes

The Bidder must complete the information below and MUST attach the following documentation in support of Attachment 5.

- Organizational Chart indicating listed personnel (below)
- Resume of each of the personnel listed below
- Current HAZWOPER and/or Refresher Certification for Operation Superintendent(s) and Health and Safety Officer(s)

The Bidder must have, at a minimum, the personnel classifications in the below categories. Joint Ventures, as a whole, must collectively meet the required personnel requirement.

*If desired, bidders may list more positions via attachment; however, additional positions must be included and consistent with the organization chart attached hereto. A resume for each additional personnel must be attached. Personnel may not serve in multiple roles.

Required Personnel	NAME	HAZ Attached	Resume Attached	Listed on Org Chart
Program Manager		NA		
Project Manager		NA		
Finance Chief		NA		
Operation Superintendent				
Health and Safety Officer				

_____ Additional Personnel (with Resumes) have been included via attachment. Personnel are indicated on the Organizational Chart.

Bidder shall indicate “yes” or “no” for each of the below applicable personnel:

PROGRAM MANAGER

Minimum five (5) years’ experience managing, supervising, or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

YES NO

Minimum five (5) years’ experience managing, supervising, or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

YES NO

Bachelor’s degree (equivalent or higher) from an accredited institution in a discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management, or four (4) years of work experience in one or more of these discipline areas of work.

YES NO

Attached resume demonstrates Program Manager's requirements.

YES NO

PROJECT MANAGER

Minimum five (5) years’ experience managing or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

YES NO

Bachelor’s Degree (equivalent or higher) from an accredited institution in a discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management, or four (4) years of work experience in one or more of these discipline areas of work.

YES NO

Attached resume demonstrates Project Manager’s requirements.

YES NO

FINANCE CHIEF

Minimum five (5) years’ experience providing office administrative support in the following

Required Document #5: Personnel Questionnaire, Organization, and Resumes

areas: finance, report preparation, staff communication, preparing invoices, and maintaining financial records.

YES NO

If “NO” immediately above, then four (4) year college degree (equivalent or higher) from an accredited institution in accounting, finance, business, civil engineering, construction management, or related disciplines. If “Yes” immediately above, then check “Not Applicable.”

YES NO

Attached resume demonstrates Finance Chief’s requirements

YES NO

OPERATION SUPERINTENDENT #1

Minimum five (5) years’ experience as a field supervisor responsible for oversight of multiple laborers, operators, crafters, or tree cutters

YES NO

Associates Degree (equivalent or higher) or equivalent experience year-for-year form in a related discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

YES NO

Attached resume demonstrates Operation Superintendent 1’s requirements

YES NO

OPERATION SUPERINTENDENT #2

Minimum five (5) years’ experience as a field supervisor responsible for oversight of multiple laborers, operators, crafters, or tree cutters.

YES NO

Associates Degree (equivalent or higher) or equivalent experience year-for-year in a related discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

YES NO

Attached resume demonstrates Operation Superintendent 2’s requirements.

YES NO

HEALTH AND SAFETY OFFICER

Minimum five (5) years' experience as a safety officer on construction, silviculture, forestry, debris removal, or disaster management operations.

YES NO

Associate degree (equivalent or higher) in a discipline such as industrial or occupational health, timber harvest, disaster management, or related fields.

YES NO

Attached resume demonstrates Health and Safety Officer 1's requirements

YES NO

Attachment 6 – Business Entity Questionnaire

The following questionnaire summarizes the Contractor's (or the Joint Venture's) experience providing the types of services required in this RFP and or similar applicable environmental cleanup operations. Check one box after each question as it applies.

Proposer must have, at a minimum, qualified contract experience as described in the following:

1. Is the Prime Contractor, including each Member of a Joint Venture, currently registered with the Department of Industrial Relations (Labor Code sections 1725.5 1771.1)?
 YES NO NA
2. Is the Joint Venture currently registered with the Department of Industrial Relations (Labor Code sections 1725.5 1771.1)?
 YES NO NA
3. Are all subcontractors representing any portion of the work in excess of one-half of one percent ($\frac{1}{2}$ of 1%) of the prime contractor's total bid registered with the Department of Industrial Relations?
 YES NO NA
4. Does the proposal package include (as additional bid submittal item) proof that the Bidder (except a newly formed Joint Venture without EMR history) meets the minimum Proposal OSHA Lost Time Injury / Illness incidents, Cal OSHA reportable injury/illness incidence, and worker's compensation insurance experience modification rate (EMR) of 1.0 or less?
 YES NO NA
5. If Proposer is a newly formed Joint Venture without EMR history, does the proposal package include (as additional proposal submittal item) proof that all Joint Venture members meet the minimum Cal OSHA Lost Time Injury / Illness incidents, Cal OSHA reportable injury/illness incidence, and worker's compensation insurance experience modification rate (EMR) of 1.0 or less?
 YES NO NA

Required Document #6: Business Entity Questionnaire

6. Within the past five (5) years, has the Proposer, or any of its officers, owners, partners, supervisors, or managers, been a party in any civil litigation or administrative proceeding alleging violation of any of the following: contract antitrust statutes, racketeering statutes, safety and health regulations, environmental laws, laws banning workplace discrimination, laws governing wages, hours or labor standards, or laws involving misrepresentation, fraud, theft, or any other act of dishonesty?
- YES NO NA
7. Within the past five (5) years, has the Proposer, or any of its officers, owners, partners, supervisors, or managers, been debarred, suspended, disqualified, denied a classification rating or pre-qualification, or otherwise been declared not responsible to or prevented from bidding or performing work on any public works contract or subcontract in the last five years?
- YES NO NA
8. Within the past five (5) years, has the Proposer been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
- YES NO NA
9. Within the past five (5) years, has any surety company made any payments on the Proposer behalf as a result of default to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a Debris Removal or Hazardous Tree Removal project, either public or private?
- YES NO NA
10. Within the past five (5) years, has the California EPA or any Air Quality Management District or the State Water Resources Control Board or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which the Proposer was the contractor?
- YES NO NA
11. If "yes" to any of the questions #6-10, has the bidder provided additional page(s) containing explanations, details, and supporting documents (if applicable)?
- YES NO NA

Attachment 7 – Customer Reference Forms

INSTRUCTIONS

1. Proposers are instructed to complete Part 1 of the Customer Reference Form and certify that Proposer Firm has completed the work experience described. The customer reference email address must match and indicate the organizational entity's name. (e.g., If the organizational entity is the California Department of Motor Vehicles, the reference email must include @dmv.ca.gov, not @gmail.com). In the event the individual used for the customer reference has left the employment of the organizational entity at the time of validation, a person in a position to verify the entity's employees may verify the individual's past employment with that entity.
2. Customer Reference shall complete Part 2 of the Customer Reference Form.
3. Bidder must provide a minimum of three (3) qualifying experiences and references as described in the Instructions to Proposers.

VALIDATION

1. Siskiyou County will validate customer references by any means necessary or appropriate, including email, voice, or electronic conferences. Bidders are responsible for maintaining contact with their referencing customers to ensure their prompt responses to Siskiyou County's validation inquiries.
2. If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, Siskiyou County reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled. It is to the Bidder's benefit to inform its references that they may be contacted by Siskiyou County regarding this RFP during the anticipated review period and their quick response would be helpful to the Bidder's cause.

(Continued on Next Page)

CUSTOMER REFERENCE FORM #1

PROPOSER'S COMPANY NAME: _____

PART 1: PROPOSER TO COMPLETE PART 1.

Company Name	_____
Location	_____
Contact Person	_____
Contract Amount	_____
Date of Completion	_____
Telephone	_____
Email	_____

1. What type of project (or similar) was performed by Proposer?

- Hazard Tree Removal, Post-Disaster Hazard Tree Removal, or Environmental Remediation/Clean-Up as a Prime Contractor.
- Hazard Tree Removal, Post-Disaster Hazard Tree Removal, or Environmental Remediation/Clean-Up as a Subcontractor.
- Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as a Prime Contractor.
- Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as Subcontractor.

2. How did the work performed meet the category indicated above? Please describe:

3. Start Date: _____

4. Length of Services:

- 1-2 months 3-4 months 5-6 months
 More than 6 months

PART 2: CUSTOMER COMPLETES PART 2.

Customers provide their references via responses to the below questions. Siskiyou County will contact references to verify information provided in Part 1 and Part 2.

1. Was the Proposer Company (named above) the Prime Contractor (named on Contract) or a Subcontractor (named in the Contract) that provided these services?

Prime Contractor Subcontractor Member of a Prime Contractor JV

2. Was the Proposer's team/personnel able to lead, coordinate, and perform hazard tree removal operations with consistent maintenance and production of accurate financials, documentation, and reports?

Check one box: Yes No

3. Did Proposer's initial mobilization actions meet the needs of the project?

Check one box: Yes No

4. Was Proposer's quality of work and willingness to ensure the successful completion of the project satisfactory?

Check one box: Yes No

5. Was Proposer's ability to cooperate and communicate during the term of the project satisfactory?

Check one box: Yes No

6. Was Proposer's flexibility to address and successfully meet new and/or unexpected issues or expanded operational demands satisfactory?

Check one box: Yes No

CUSTOMER REFERENCE FORM #2

PROPOSER'S COMPANY NAME: _____

PART 1: PROPOSER TO COMPLETE PART 1.

Company Name _____
Location _____
Contact Person _____
Contract Amount _____
Date of Completion _____
Telephone _____
Email _____

5. What type of project (or similar) was performed by Proposer?

- Hazard Tree Removal, Post-Disaster Hazard Tree Removal, or Environmental Remediation/Clean-Up as a Prime Contractor.
- Hazard Tree Removal, Post-Disaster Hazard Tree Removal, or Environmental Remediation/Clean-Up as a Subcontractor.
- Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as a Prime Contractor.
- Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as a Subcontractor.

6. How did the work performed meet the category indicated above? Please describe:

7. Start Date: _____

8. Length of Services:

- 1-2 months 3-4 months 5-6 months
 More than 6 months

PART 2: CUSTOMER COMPLETES PART 2.

Customers provide their references via responses to the below questions. Siskiyou County will contact references to verify information provided in Part 1 and Part 2.

9. Was the Proposer Company (named above) the Prime Contractor (named on Contract) or a Subcontractor (named in the Contract) that provided these services?

- Prime Contractor Subcontractor Member of a Prime Contractor JV

10. Was the Proposer's team/personnel able to lead, coordinate, and perform hazard tree removal operations with consistent maintenance and production of accurate financials, documentation, and reports?

- Check one box: Yes No

11. Did Proposer's initial mobilization actions meet the needs of the project?

- Check one box: Yes No

12. Was Proposer's quality of work and willingness to ensure the successful completion of the project satisfactory?

- Check one box: Yes No

13. Was Proposer's ability to cooperate and communicate during the term of the project satisfactory?

- Check one box: Yes No

14. Was Proposer's flexibility to address and successfully meet new and/or unexpected issues or expanded operational demands satisfactory?

- Check one box: Yes No

CUSTOMER REFERENCE FORM #3

PROPOSER'S COMPANY NAME: _____

PART 1: PROPOSER TO COMPLETE PART 1.

Company Name _____
Location _____
Contact Person _____
Contract Amount _____
Date of Completion _____
Telephone _____
Email _____

9. What type of project (or similar) was performed by Proposer?

- Hazard Tree Removal, Post-Disaster Hazard Tree Removal, or Environmental Remediation/Clean-Up as a Prime Contractor.
- Hazard Tree Removal, Post-Disaster Hazard Tree Removal, or Environmental Remediation/Clean-Up as a Subcontractor.
- Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as a Prime Contractor.
- Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as a Subcontractor.

10. How did the work performed meet the category indicated above? Please describe:

11. Start Date: _____

12. Length of Services:

- 1-2 months 3-4 months 5-6 months
 More than 6 months

PART 2: CUSTOMER COMPLETES PART 2.

Customers provide their references via responses to the below questions. Siskiyou County will contact references to verify information provided in Part 1 and Part 2.

17. Was the Proposer Company (named above) the Prime Contractor (named on Contract) or a Subcontractor (named in the Contract) that provided these services?

- Prime Contractor Subcontractor Member of a Prime Contractor JV

18. Was the Proposer's team/personnel able to lead, coordinate, and perform hazard tree removal operations with consistent maintenance and production of accurate financials, documentation, and reports?

- Check one box: Yes No

19. Did Proposer's initial mobilization actions meet the needs of the project?

- Check one box: Yes No

20. Was Proposer's quality of work and willingness to ensure the successful completion of the project satisfactory?

- Check one box: Yes No

21. Was Proposer's ability to cooperate and communicate during the term of the project satisfactory?

- Check one box: Yes No

22. Was Proposer's flexibility to address and successfully meet new and/or unexpected issues or expanded operational demands satisfactory?

- Check one box: Yes No

Attachment 8 – Darfur Contracting Act Certification

Darfur Contracting Act

Bidder must complete, as instructed, and submit the Darfur Contracting Act Certification included by reference and available for download located at:

http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

PCC section 10475 through 10481 apply to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California Agreement, the company must certify that it is either: a) not a scrutinized company or b) a scrutinized company that has been granted permission by the DGS to submit a proposal.

A scrutinized company is a company doing business in Sudan, as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a Agreement with a State agency for goods or services (PCC section 10477(a)) unless written permission from the Director of DGS to bid on this procurement has been granted (PCC section 10477(b)).

Attachment 9 – California Civil Rights Laws Attachment

California Civil Rights Laws Attachment

Bidder must complete and submit the California Civil Rights Laws Attachment included by reference and available for download at:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.ashx>

Pursuant to PCC section 2010, any Proposer entering into or renewing a Agreement over one hundred thousand dollars (\$100,000) on or after January 1, 2017, must certify to all the following:

1. That it is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
2. That it is in compliance with the California Fair Employment and Housing Act Chapter 7 (commencing with section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Failure to submit this completed form with the Proposal will result in the proposal being considered non-responsive.

Attachment 10 – Iran Contracting Act Verification Form

Iran Contracting Act Verification Form

Proposers must complete and submit the Iran contracting Act Verification Form included by reference and available for download at:

http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf

Failure to submit this completed form with the Proposal will result in the proposal being considered non-responsive.

Attachment 11 – Bidders Bond

Along with Attachment 1 - Cost Proposal Schedule, the Proposer must submit a Bidder's Bond, which shall be executed by an admitted surety insurer authorized to issue surety bonds in the State of California. Bonds shall be made payable to the County Agreement Manager of Siskiyou County. The security shall be in an amount equal to at least 10 percent (10%) of the bid amount.

These two documents must be submitted in a separate sealed envelope, apart from the rest of the Proposal Package.

- Attachment 1 – Cost Proposal Schedule
- Attachment 11 – Bidders Bond

The separate sealed envelope should be marked “COST PROPOSAL – DO NOT OPEN.”

Attachment 12 – Notarized Bondability Statement

Attach a notarized statement from the bonding company or companies your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor's performance in all respects of the terms, conditions, and provisions of this RFP and the resulting Agreement for one hundred percent (100%) of the total maximum Agreement amount. The notarized statement shall guarantee that the surety will execute the Faithful Performance Bond requirement as stated in each applicable Work Order on or before the Work Order is signed and returned to Siskiyou County's Agreement Manager. This statement must guarantee the Contractor's compliance with the terms of the Agreement and Work Order.

This statement must be properly notarized and submitted as part of the Qualifications to meet the submittal requirements of this RFP.

Attachment 13 – Experience Modification Rate (EMR) Documentation

The Bidder must provide their Cal/OSHA lost time injury/illness incidence, Cal/OSHA recordable injury/illness incidence, and their Workers Compensation Insurance Experience Modification Rate (EMR). Bidder must meet the average EMR requirement of 1.0 or less. If a bidder is eligible for a Workers Compensation Insurance Rating Bureau of California (WCIRB) rating, the bidder shall provide a copy of bidder's worker's compensation insurance carrier's letter indicating it's WCIRB determined EMR rating for the last three premium years, plus a 3-year EMR average. If a bidder is not eligible for a WCIRB EMR rating, the bidder shall provide evidence of non-eligibility and proof that a unitary rating of 1.0 rating is applicable. If potential bidder has a National Council on Compensation Insurance (NCCI) EMR rating, bidder shall submit NCCI EMR rating if bidder is not eligible for a WCIRB EMR rating. If Siskiyou County discovers after Agreement award that bidder failed to disclose WCIRB EMR rating, Siskiyou County reserves the right to terminate the Agreement for cause, with appropriate enforcement remedies at the Contractor's expense.

If the Joint Venture was recently formed and has not had an EMR, the Joint Venture shall provide any EMR data available. If none is available, the Joint Venture should indicate that no EMR data is available in bid submission documents. However, all members of the Joint Venture must still meet the EMR requirement of 1.0 or less, as stated in the paragraph above.

Attachment 14 – IIPP and/or Health and Safety Plan (HSP)

Bidders must submit current company Illness and Injury Prevention Program (IIPP) that meets the requirements of 29 C.F.R. section 1910.120(b) and 8 CCR section 5192(b) or a sample of a recently prepared Health and Safety Plan (HSP) representative of the types of operations envisioned by this RFP.

The HSP should include employees anticipated to be utilized under the Agreement. Bidders' attention is directed to the requirement that each Subcontractor involved in the Agreement shall also have a current company IIPP or recently prepared HSP, as described above. Subcontractor IIPPs are not a required bid submittal.

Attachment 15 – Letter(s) of Interest

In consideration of the recycling and disposal of materials removed, as part of the Operations, the Proposer shall submit, for each Operation:

1. Name(s) and Location(s) of Temporary Log Storage and Processing Facility(ies), Laydown Yard(s), Temporary Debris Management Sites, and/or Temporary Housing Facilities that the Contractor plans to use.
2. Letter(s) of Interest(s) for #1: Proposer shall provide letter(s) of interest from property owners listed in response to #1 above stating that property owners are interested in pursuing the use of their property, by the Proposer, for the stated purpose in relation to this Operation. This requirement is applicable only if the Proposer intends to use such a temporary facility.
3. Name(s) and Location(s) of currently operating and permitted landfills and wood materials end-use facilities (properly permitted to receive intended materials) that the Proposer plans to use.
4. Letter(s) of Interest(s) for #3: Proposer shall provide letter(s) of interest from facilities listed in #3 above stating intent to enter into an agreement with the Proposer for the Proposer's utilization in anticipation of Agreement award. Facilities listed in #3 must be currently operational and permitted (with valid permits) at the time of proposer submission.

Proposer acknowledges that, if Awarded, Proposer will be required to obtain all relevant permits. All lease arrangements with the property owners for this(these) facility(ies) shall be the responsibility of the Contractor.

ATTACHMENT B – Standard Agreement

AGREEMENT FOR HEAD FIRE HAZARD TREE REMOVAL SERVICES.

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 20__ , by and between the County of Siskiyou , a political subdivision of the State of California, (“County”), and [INSERT NAME OF COMPANY] (“Contractor”), pursuant to the following terms and conditions.

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or 2026, whichever is earlier.

2. SERVICES

Contractor shall perform hazard tree removal services on parcels affected by the Head Fire as described in EXHIBIT A - Scope of Work, and EXHIBIT A.1 - Special Provisions, which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$650,000.00 as set forth in EXHIBIT B - Budget Details and Payment Provisions, which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the “not to exceed” amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. BONDS

On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient Payment and Performance Bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing Contractor’s faithful performance of this contract and Contractor’s payment for all labor and materials hereunder. (Payment and performance bonds are required for all public works projects that exceed \$25K pursuant to California Civil Code Sections 3247, 3248). The bonds must be in an amount equal to the 100% of the contract amount.

5. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in

connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- (3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor’s profession, with a limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf

of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

- (2) **Primary Coverage:** For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (3) **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.
- (4) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
- (5) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (6) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.
- (7) **Verification of Coverage:** Contractor shall furnish County with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates

and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- (8) **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. OLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS

benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor’s payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor’s compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

COUNTY:

Rick Dean, Director
Siskiyou CDD
806 S. Main Street
Yreka, CA 96097

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in EXHIBIT B.

- B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in EXHIBIT B.

- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

- D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete EXHIBIT A - Scope of Work. In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Siskiyou, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. Contractor hereby warrants that it possesses a valid California contractor’s license and all the required registrations and certifications necessary to perform the services set forth in EXHIBIT A – Scope of Work.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of

this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors. If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

31. ORDER OF PRECEDENCE

In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: Agreement (this document); EXHIBIT A – Scope of Work; EXHIBIT B – Budget Detail and Payment Provisions; EXHIBIT A.1 – Special Provisions; EXHIBIT C – Required Clauses for FEMA Public Assistance Program Contracts; All Reference Documents.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: name of contractor

Date: _____

[Contractor Signatory Name and Designate
official capacity in the business]

Date: _____

[Contractor Signatory Name and Designate
official capacity in the business]

License No.: _____

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:

Fund Organization Account Activity Code (if applicable)

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed:

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

COUNTY OF SISKIYOU

Community Development Department

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The County of Siskiyou, acting by and through the Community Development Department, hereafter referred to as “Obligee”, has awarded to Contractor _____, hereafter designated as the “Principal”, a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars

(\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney’s fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 2024

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of Siskiyou

On this _____ day of _____ in the year 20__ before me
_____, personally appeared

_____, personally known to me (or proved to me
Attorney-in-fact

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the
attorney-in-fact of _____ and
acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her
own name as attorney-in-fact.

(SEAL)

Notary Public

COUNTY OF SISKIYOU

Community Development Department

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the County of Siskiyou, acting by and through the Community Development Department, has awarded to Contractor _____, hereafter designated as the “Contractor”, a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Siskiyou in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Siskiyou its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of Siskiyou

On this _____ day of _____ in the year 20__ before me
_____, a notary public in and for the City / County of
_____, personally appeared
_____, known to me to be the person whose
name is *(Attorney-in-fact)*

subscribed to this instrument and known to me to be the attorney-in-fact of _____
and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own
name as attorney-in-fact.

(SEAL) Notary Public

EXHIBIT A – Scope of Work

The CONTRACTOR (hereinafter referred to as “Contractor”, “Hazard Tree Removal Services Contractor”, or “HTRS Contractor”) shall provide Hazard Tree Removal Services to Siskiyou County (hereinafter referred to as the “County”) as described herein.

The Contract Manager during the term of this Agreement will be:

Mailing Address

Community Development Department
806 South Main Street
Yreka, CA 96097

RFP Contact

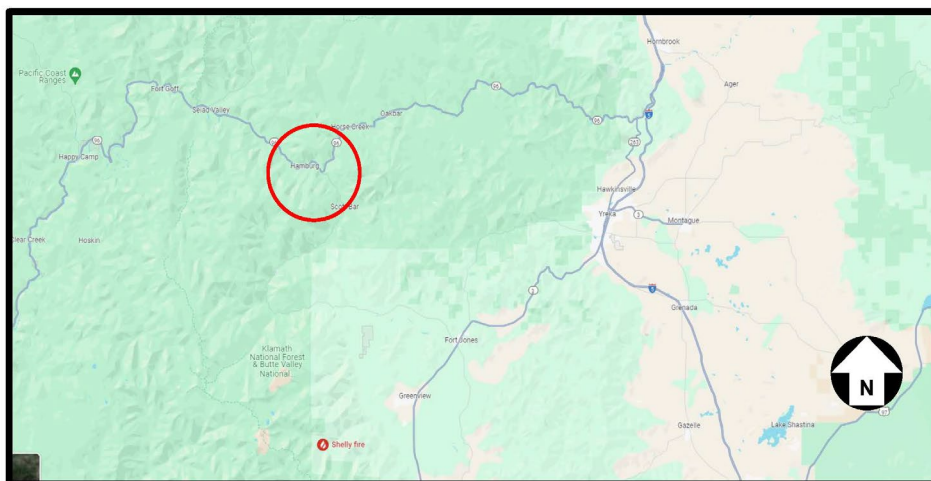
Rick Dean, Director
Email: planning@co.siskiyou.ca.us
Phone: (530) 841-2100
Fax: (530) 841-4076

1. Introduction

The Head fire occurred on August 15, 2023. The Head Fire occurred near Hamburg on Highway 96. The area is 30 miles west of Yreka, and about 35 miles west of the Highway 96/Interstate 5 intersection, within Siskiyou County. The worksite is in wooded terrain, moderate to steep slopes, combination of semi-paved and dirt roads, located adjacent to the Klamath National Forest.

Siskiyou County is in Northern California. More information on Siskiyou County and the Head Fire is available on the Internet.

Head Fire Regional Site Map



The Head Fire in Siskiyou County destroyed a significant quantity of structures and damaged many trees, which now pose a hazard. The County of Siskiyou will manage the coordinated removal of hazard trees by implementing a county-led hazard tree removal program. This Agreement aims to provide hazard tree removal services in Siskiyou County.

The response to and recovery from these fires will be managed according to the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). All work under this agreement will be achieved in accordance with the Incident Command System (ICS). The County of Siskiyou will stand up an Incident Management Team (IMT). The Contractor should be familiar with all relevant components of the ICS, including Incident Action Plans (IAPs), Incident Action Planning Process, and ICS organizational charts. An Incident Action Plan is a written plan that sets forth the incident objectives and reflects the tactics necessary to manage an incident during an operational period. The Contractor will be expected to actively participate in the ICS process, including at Tactics and Planning Meetings and through the development of IAPs.

The sample titles of the Incident Management Team member positions are listed below. They are used throughout this Agreement for bid, evaluation, and identification purposes and may vary based on the specifics of this incident.

Using different titles, as Siskiyou County dictates, shall not affect the required qualifications or rates of the various Contractor staff.

Incident Management Team Titles	
Incident Commander	
Operations Section Chief	
Planning Section Chief	
Finance Section Chief	
Environmental Group Supervisor	
Health & Safety Supervisor	

2. Order of Operations

The Hazard Tree Removal Services provided by this RFP shall follow a sequenced, systematic approach to removing debris from each property, as described in more detail in EXHIBIT A.1 – Special Provisions. HTRS Contractor shall work simultaneously with a separate contractor hired by Siskiyou County to perform Assessment and Monitoring Services, referred to below as “Siskiyou County’s A&M Contractor” or “A&M Contractor.” The following describes the overall sequence of operations to provide structure and context for the HTRS Contractor tasks and responsibilities.

Prior to Work

1. Prepare Site-Specific Health and Safety Plans
2. Prepare Hazard Tree Removal Work Plans to be approved by the IMT
3. Review the Environmental Protection Plan, file appropriate environmental permits and timber harvest documents, and develop Environmental Work Plans
4. Identify, prepare required documentation for, and secure applicable permits for temporary facilities and end-use facilities, to be approved by the County
5. Train project personnel
6. Conduct Hazard Tree Removal Pre-Work Inspection (“360 Site Walk”) with the A&M Contractor on all properties prior to any work commencing
7. Fell and remove “danger trees” that are preventing hazard tree removal operations
8. Remedy any nonconforming work identified by the A&M Contractor during the Hazard Tree Removal Interim Site Walk
9. Remedy any nonconforming work identified by the Operations Section Chief (OSC) or designee during the Hazard Tree Removal Final Site Walk

3. Contractor Tasks and Responsibilities

The Incident Management Team (IMT) will manage the operation in the field and operate under the Incident Command System (ICS). Through Work Orders and Incident Action Plans, Siskiyou County will direct the HTRS Contractor when and where these services are necessary. No work shall occur without a written and executed Work Order or Incident Action Plan.

The IMT will generally provide specific work assignments to the HTRS Contractor through Incident Action Plans (IAP). The IMT will identify incident objectives for the next operational period through the incident action planning process. HTRS Contractor may provide input and recommendations on incident objectives prior to execution of the IAP. HTRS Contractor is responsible for completing all work specified in the IAP within the timeframe identified in the IAP. The HTRS Contractor shall complete all work assignments on parcels and/or segments of the public right of way identified in executed IAPs or executed Work Orders to the satisfaction of the County. At its sole and exclusive discretion, Siskiyou County shall determine and establish the scope of work necessary to properly remediate each parcel, as monitored by the A&M Contractor and informed by confirmation soil sampling.

Prior to Beginning Work the HTRS Contractor shall complete the following tasks:

Site-Specific Health and Safety Plan

HTRS Contractor shall, at all times, operate equipment and perform labor safely and professionally to ensure the safety of its employees and the public. HTRS Contractor shall pay particular attention to operations around local roads and take all necessary precautions. HTRS Contractor shall note the number of power lines crossing the site, dead trees, etc.

The HTRS Contractor shall prepare a site-specific health and safety plan (H&SP), prepared and signed by a Certified Industrial Hygienist (CIH) or other certified health and safety professional (CSP). This H&SP shall be prepared and implemented for the HTRS Contractors and subcontractors' field staff in coordination with County Health and Safety professional(s). The H&SP shall address the hazards described in the Scope of Work and the Special Provisions. The CIH/CSP will also review and approve a personal protective air monitoring plan, ensure its proper implementation, and review and approve a final report summarizing the air personal protective monitoring data, assessment, and results for the protection of the HTRS Contractor's hazard tree removal crews. HTRS Contractor shall designate eating areas and supply hand and eye washing stations and mobile sanitary facilities for each project site.

Contractor shall comply with all Cal/OSHA requirements specific to worker safety. The HTRS Contractor shall at all times be responsible for the protection of its employees, subcontractors, and members of the public impacted by the operation. A review of the HTRS Contractor's H&SP by County staff shall in no way relieve the HTRS Contractor of responsibility for compliance with all Federal, State, and local laws pertaining to health and safety.

The HTRS Contractor's Project Manager and the assigned Safety Manager (can be the same person) shall be within the operational area whenever work is being performed unless otherwise authorized by the County.

Prior to site entry, the HTRS Contractor shall ensure that:

Adequate work planning, health and safety evaluation of the proposed work scope, safety planning (including an H&SP signed by an appropriate safety professional and reviewed by Siskiyou County safety professionals), and operating procedures review has been completed. All personnel have been properly trained and briefed on hazards and procedures for the site to be entered.

Equipment and materials are on-hand to complete the work safely and efficiently. Proper site access authorization has been obtained.

Proposed operation employees have read and signed the H&SP.

The site has been wetted down between 24 hours and 48 hours prior to Hazard Tree removal activities.

As applicable, all site personnel and superintendents shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) in accordance with 29 C.F.R. section 1910.120 and 8 CCR section 5192. The site superintendents shall have appropriate experience to perform the tasks outlined above adequately.

Environmental Protection Plan

The County will prepare an Environmental Protection Plan (EPP), developed to ensure that the Hazard Tree removal and hazard tree removal functions are compliant with applicable local, State, and Federal laws, International Treaties, regulations, Executive Orders, statutes, permits, and policies not waived per the Proclamation, as agreed upon by the Secretaries of the California Environmental Protection Agency (CalEPA) and California Natural Resources Agency (CNRA) including, but not limited to, the California Environmental Quality Act, AB-52 Tribal Consultation, California Forest Practice Rules, the Federal National Environmental Policy Act (NEPA), Endangered Species Act Section 7, and National Historic Preservation Act Section 106 requirements. The EPP presents Best Management Practices (BMPs) and Avoidance and Minimization Measures (AMMs), respectively, for compliance with applicable state and federal environmental laws and regulations to expedite disaster recovery. HTRS Contractor shall implement the BMPs and AMMs described in the EPP throughout the Operation.

Environmental Compliance Liaison

The HTRS Contractor will assign an Environmental Compliance Liaison (ECL) who is responsible for ensuring that the HTRS Contractor meets all of the environmental permit requirements and all EPP BMPs and AMMs are properly implemented across the Operation, including at all of the HTRS Contractor's temporary facilities (including but not limited to: laydown yards, log processing and storage yards, materials processing, and transfer facilities, vehicle adjudication facilities, California Department of Transportation (DOT) inspection yards, and other temporary facilities as required for the Operation). The ECL shall also oversee the implementation of BMPs and AMMs for watercourse crossings and road improvement work. The ECL is responsible for preparing and overseeing the appropriate implementation of the respective State and Federal BMPs and AMMs as specified in the EPP and as specified in other permits obtained by the HTRS Contractor from local agencies for temporary facilities. The ECL shall also coordinate and implement necessary compliance actions throughout the life of the permit, as directed by the

regulatory agency. The ECL is also responsible for terminating permits with the permitting agency and notifying the IMT when each permit is terminated.

Environmental Work Plans

The HTRS Contractor shall prepare Environmental Work Plans (EWPs) for specific projects or components of projects detailing the planned means and methods and how those means, and methods will comply with applicable BMPs and AMMs, as may be identified by the A&M Contractor or the IMT. Requirements for EWPs include, but are not limited to:

1. Site location, by APN and street address, and site access and areas of environmental sensitivity (e.g., water courses, topography, special status species, and potential cultural resources).
2. Narrative description of work to be performed, including types of equipment and specific methods to be employed, and estimated start date (if known).
3. Maps and sketches showing the work site and planned operations with sufficient detail to identify access to the enrolled parcel, the parcel's boundaries, and watercourse crossings necessary to reach work sites. GIS mapping products may also be required.
4. Description of how, when, and where BMPs and AMMs will be implemented. Contingency plans in the event a planned BMP or AMM is not able to be successfully implemented, a new resource is identified, or other unforeseen circumstance arises.

HTRS Contractor shall prepare and submit EWPs within seven (7) calendar days of notice by the A&M Contractor or IMT that such a plan is required. HTRS Contractor may coordinate with the A&M Contractor but bears ultimate responsibility for preparing and implementing the plan. SDRS will promptly respond to any feedback on the plan provided by the A&M Contractor or IMT and issue revised versions within the timeline prescribed by the IMT, which is not expected to exceed seven (7) calendar days.

Forest Practice Rules Requirements

Timber Harvest Documents

HTRS Contractor, as the Licensed Timber Operator (LTO), shall be responsible for reviewing, signing, and implementing Timber Harvest Plan Exemptions, drafted by the A&M Contractor's RPF. Removing hazard trees from public ROWs and adjacent to private roads (if applicable) within these areas will require HTRS Contractor to submit and sign a Timber Harvest Plan Exemption to CAL FIRE for each exemption area identified within the Forest Practice Rules.

HTRS Contractor’s Liaison to the Registered Professional Forester

Forest Practice Rules do not require the use of an RPF (Registered Professional Forester) for the submittal or operations of the above identified Exemption Notices; however, there are specific Forest Practice Rule regulations (per 14 CCR sections 1038(b) and 1038.1, and 14 CCR section 1104.1) which prevent the use of the Exemption Notice in certain environmental situations. Since this Operation is being coordinated with other regulatory agencies, HTRS Contractor shall provide an RPF who shall be responsible for preparing and submitting the Notices of Exemption. Disputes between SDRS RPF and A&M Contractor’s Lead RPF shall be resolved in favor of the A&M Contractor’s Lead RPF.

The HTRS Contractor’s RPF shall oversee, monitor, and manage the hazard tree removal operations and related activities, and assure the operation follows the Forest Practice Rules and the Public Agency, Public and Private Utility ROW Exemption documents. The HTRS Contractor’s RPF is expected to sign and file on behalf of the Department, the Public Agency, Public and Private Utility ROW Exemptions for public agency removal of timber per 14 CCR section 1104.1 relating to conversion exemptions of the Forest Practice Rules. Upon execution and submittal of valid Public Agency, Public, and Private Utility ROW Exemptions to the appropriate Cal Fire RPF, HTRS Contractor RPF’s or Environmental Compliance Liaison shall provide written notification to the appropriate California Regional Water Quality Control Board (RWQCB) and the IMT.

Hauling and Reuse/Disposal Plans

The HTRS Contractor shall prepare and submit a Hauling and Reuse/Disposal Plan (HRDP) as specified in the Operational Milestones. The IMT must approve the plan prior to starting Hazard Tree removal operations in the specified area. The HDRP must account for the expected crew mobilizations described in later milestones. The HTRS Contractor shall consider and, if directed to do by the IMT, adjust its plan based on Traffic Management Plans or Assessments prepared by third parties such as the California Department of Transportation (Caltrans) or the A&M Contractor. This may include prohibiting or restricting hauling operations on certain roads or highways. The IMT, at its exclusive discretion, may direct the HTRS Contractor to adjust hauling plans during the operation if an unforeseen traffic or safety concern arises. No compensation shall be provided as a result of such changes. Each plan shall address the following:

Haul routes from the disaster area to any temporary facilities and end-use locations are presented as map graphics and GIS datasets. Haul routes must be identified with sufficient detail to permit the A&M Contractor to perform pre-work assessments.

Listing of planned trucking resources to support the Hauling and Reuse/Disposal Plan.

Risk management plan for road closures, traffic impacts, or other events that could impact hauling and disposal operations outlined in the plan, including how the risks will be mitigated, such as alternate haul routes.

Hazard Tree Removal Work Plans

HTRS Contractor shall submit a Hazard Tree Removal Work Plan (HTRWP) to the IMT describing its proposed approach for hazard tree removal operations in specific areas of the County as directed by the IMT. The IMT may direct that a single HTRWP be submitted for the entire Operation or that individual HTRWPs be submitted for specific geographic areas.

The HTRWP shall include a description of proposed means and methods, including types of equipment to be used. Listing of all proposed crews, including the specific number of personnel and pieces of equipment to be assigned to each crew. Listing of any proposed TLSPS, and site plans for any proposed sites as described in the Special Provisions. Listing of proposed end-use facilities. Description of current engagement with CAL FIRE regarding Forest Practice Rules compliance.

Water Source

HTRS Contractor shall obtain any necessary water use permits, comply with permit conditions, and monitor water usage from hydrants using a meter or other required and approved method of tracking water usage. HTRS Contractor shall pay connection fees, water meter fees, and use fees charged by water purveyors.

Secure Lodging

Bidders may consider lodging options, including, but not limited to, commuting, establishing a housing base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall bear the cost of such lodging choice. Any temporary facility established by the Contractor must be approved in advance by the IMT and comply with all documentation, permitting, and environmental review requirements in this agreement and EXHIBIT A.1. Further, Contractor shall maintain records of all costs incurred for operating any such temporary housing facility (such as invoices, purchase orders, and receipts), and provide these records to Siskiyou County upon request. This documentation must sufficiently allow for the cost of operating a temporary housing facility to be segregated from other operational costs and shall include a summary spreadsheet clearly showing these costs.

Identify Material Disposal and Recycling Options

HTRS Contractor shall identify all material disposal and recycling facilities used during hazard tree removal, subject to approval by Siskiyou County. Contractor shall be responsible for coordination with all landfills, including fulfillment of waste characterization requirements.

Identify and Establish Temporary Facilities

HTRS Contractor shall identify and establish temporary facilities. A temporary facility is any facility established by the HTRS Contractor (or any subcontractor of the HTRS Contractor) during the course of this agreement for the purpose of supporting work conducted under this agreement. Temporary facilities include, but are not limited to, equipment staging areas, Temporary Log Storage, and Processing Sites, and basecamps. Before use, all temporary facilities must go through the Cal OES Environmental and Historic Preservation (EHP) review processes and/or local environmental permit review. Where applicable, HTRS Contractor shall consult with Cal OES EHP to determine if the proposed action is considered a temporary facility subject to the requirements below or should be addressed through an Environmental Work Plan.

When requesting a new temporary facility, the HTRS Contractor shall provide a Site-Specific Plan, which includes:

1. Address/Location
2. Aerial map with topographical features that illustrates property boundaries and land uses
A description of the site
A description of all uses and impacts, including if heavy equipment will be stored there, utility tie-ins, etc.
3. A description of necessary Best Management Practices to be deployed.
4. Coverage under the appropriate National Pollutant Discharge Elimination System Permit - Industrial General Permit or Construction General Permit (as appropriate) from the Regional Water Board, and develop a Storm Water Pollution Prevention Plan (SWPPP) o Caltrans Encroachment Permit if ingress/egress will be made from a State Highway County or Municipal Encroachment Permit if ingress/egress will be made from a county or municipal roadway
5. County permits secured (Zoning, Conditional Use, Administrative Use, Grading, etc.) and confirmed with County
6. Other County requirements, as applicable by ordinance (air quality control plan, dust control plan, etc.)
7. If applicable, due to work in a wetland, or watercourse, any Section 404 and 401 of the Clean Water Act permit, Fish and Game Code Section 1600 Lake and Streambed Alteration Agreement (if not suspended), as well as provide evidence of compliance with Executive Order 11990 Protection of Wetlands, and Executive

Order 11988 - Floodplain Management requires Federal activities to avoid impacts to floodplains N/A

8. Documentation that the site is not on the Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) “Cortese list.”
9. Additionally, the HTRS Contractor shall assist the A&M Contractor in performing and documenting in the IMT-designated database the following:
 - a. Site assessment by a qualified biologist for Federal Endangered Species Act and California Endangered Species Act
 - b. Provide CNDDDB and ECOS Critical Habitat review
 - c. Provide documentation of a field visit with photographs and notes Proof of any consultation with the CA Department of Fish and Wildlife
 - d. Proof of any applicable permits (for example, Regional General Permits for Clean Water Act Sections 401 and 404, California Department of Fish and Wildlife Lake and Streambed Alteration Agreements)
 - e. Documentation of an archaeological site assessment by a Qualified Secretary of Interior Archaeologist. If necessary, applicable tribal nations shall also review the proposed temporary facilities.
 - f. Additional requirements for Temporary Facilities are provided in *EXHIBIT A.1 – Special Provisions*. HTRS Contractor is responsible for implementing requirements for Temporary Facilities as listed in both this EXHIBIT and the Special Provisions.

Required Truck Inspections

HTRS Contractor shall have all operational trucks (including low beds, tree removal trucks, chip trucks, water tenders, tow trucks, street sweepers, and other commercially licensed vehicles used on the project) inspected by A&M Contractor’s DOT truck inspectors prior to use on the operation. After each 30-day period, 10% of the commercial trucks (as selected by Siskiyou County or it’s A&M Contractor) will be re- inspected per DOT Level 1 requirements. HTRS Contractor shall provide a safe location for all HTRS Contractor’s trucks and road equipment to be DOT inspected by A&M Contractor’s DOT Inspectors. HTRS Contractor shall also provide basic facilities, such as portable restrooms, for the DOT Inspector's use.

Mobilization Responsibility

HTRS Contractor shall mobilize each Hazard Tree Removal Crew to the project site, including all personnel, equipment, supplies, portable restrooms, hand sanitation stations, maintenance crews, water tenders/buffalos, haul trucks, overhead/management personnel, and support crews for the duration of the project.

Training Requirements

Health and Safety

The HTRS Contractor's health and safety officer and supporting team shall provide health and safety training for all incoming hazard tree removal crews prior to their being deployed into the field. The training will be reviewed prior to its presentation to the crews by the IMT's Health and Safety (H&S) Officer. The IMT's H&S Officer shall be present for these kickoff safety trainings.

4. Hazard Tree Removal Overview

The purpose of the Hazard Tree Removal operation is to protect the general public, public infrastructure on public properties, public ROWs, and other areas approved by the County. HTRS Contractor shall perform all hazard tree felling, processing, and transport to HTRS Contractor-sourced and IMT-approved Temporary Log Storage and Processing Site (TLSPS) and/or directly to the end-use facilities, including all supporting services, as required by applicable local, state, and federal laws.

HTRS Contractor shall transfer ownership of the tree materials to the end-use facility. The HTRS Contractor shall comply with all applicable Forest Practice Rules. The Public Agency, Public and Private Utility Right of Way Exemption may apply to Hazard Tree Removal activities.

Hazard trees shall not be felled into or dragged through debris fields or active soil sampling decision units. As directed by the IMT, this may result in the Hazard Tree Removal Function being completed after the confirmation soil sampling process is complete on a parcel if hazard trees cannot be felled and removed without disturbing the sampling footprints. Alternatively, the Functions may be completed concurrently if they will not negatively impact one another. The requirements for Hazard Tree Removal are described more fully in *Exhibit A.1 – Special Provisions*.

Contractor's failure to perform any Hazard Tree task(s), as set forth below, shall render the Contractor ineligible for Hazard Tree unit compensation (for example, use of unpermitted end use facilities, use of unapproved equipment, or unapproved work).

Specific Tasks Pre-Inspection

1. Follow the Public Agency, Public, and Private Utility Right of Way Exemption requirements under the Forest Practice Rules and any local ordinances that specifically address the debris and or hazard tree recovery efforts.

2. Conduct pre-inspection tasks, as described in *Exhibit A.1 – Special Provisions*, to include:
 - a. Verify clear access to trees on each assigned property prior to sending Hazard Tree Removal Crews to the assigned property.
 - b. Determine if any trees require specialty equipment for removal and notify the OSC or designee prior to sending Tree Removal Crews to the assigned property
 - c. Identify and notify the OSC or designee if there are watercourses that either need to be crossed to access a property or are near any trees to be removed on a property for which the IMT has received a valid ROE.
3. Support work management process and conduct all tasks identified through work management tasks in the timeframes prescribed by the IMT, as described in *Exhibit A.1 – Special Provisions*.

Felling and Removal

Conduct all-hazard tree felling and removal tasks, as described in *Exhibit A.1 – Special Provisions*. Conduct pre-work walk (360 site walks) with A&M Contractor TFL, as described in the Special Provisions. Provide reasonable access to the A&M Contractor to perform their tasks, as specified in the Special Provisions or as otherwise directed by County. Provision of this reasonable access may impact the HTRS Contractor’s operational efficiency. Document and mark all downed hazard trees, timber, or other woody material on-site prior to the start of hazard tree felling, such as material resulting from utility line clearance operations or work conducted by the landowner. HTRS Contractor is not responsible for removing this material but is responsible for handling and relocating it on-site as required to fell, process, and remove eligible hazard trees.

Fell, process, and remove all hazard trees, as specified in Special Provisions. As described in the Special Provisions, felling, processing, and removing hazard trees must be conducted as part of a singular operation rather than multiple discrete steps, unless otherwise authorized by County. Depending on the voltage, all trees will be felled within the public utility prescribed distances from a public utility power pole or power line.

Apply erosion control to the site as necessary to comply with California Forest Practice rules, permit(s) requirements, the EPP, best management practices, industry practices,

and the directions of the IMT. Erosion control methods must be appropriate for site conditions. If requested by the IMT, HTRS Contractor shall provide evidence as to why the proposed erosion control method is appropriate for the site based on the above-listed criteria. Methods may include the application of chipped slash, lop and scatter, water breaks, or slash packs. Wood chips should not be used on slopes, especially near watercourses. When wood chips are used, the wood chips should be produced in a manner that keeps the material long and fibrous such that it binds together. The IMT or A&M Contractor's Registered Professional Foresters may provide specific direction on a site-by-site basis.' If wood chips are used, the depth shall not exceed two (2) to three (3) inches.

No removal of stumps or roots unless authorized by the County OSC. Cut stumps flush (within 6-inches) to the existing terrain surface.

HTRS Contractor shall minimize ground surface disturbances as part of the hazard tree removal function. Tree access road building is prohibited unless authorized by the County in writing, prior to construction.

In some instances, the HTRS Contractor may be directed to leave a felled tree(s) and limbs on the property on which they were felled. In these instances, the HTRS Contractor agrees not to recover any credits for Hazard Tree wood material, or any other wood material left behind on the site. If the HTRS Contractor believes unmarked trees must be removed for marked trees to be safely felled and/or removed, the Operations Section Chief or designee must pre-approve its removal. The tree would be documented as an "incidental tree" prior to tree felling at the OSC's direction. The HTRS Contractor will then be allowed to remove such "incidental trees" at the HTRS Contractor's cost without additional compensation. Once all on-site work, including hazard tree felling, processing, removal, and application of erosion control, is complete, the A&M Contractor's TFL and the Hazard Tree Removal Crew will conduct the Hazard Tree Removal Interim Site Walk as described in the Special Provisions (see "Post Tree Felling and Removal Site Walk"). If any remaining or non-compliant work is identified during the Interim Site Walk, the Hazard Tree Removal Crew shall immediately remedy it. Once the Interim Site Walk is complete, the Hazard Tree Removal Crew shall mobilize to the next scheduled parcel.

After the Hazard Tree Removal Crew's mobilization, the OSC or designee shall conduct the Hazard Tree Removal Final Site Walk. The Hazard Tree Removal Final Site Walk is an inspection requirement to ensure that all work meets the standards of the Contract, the EPP, and the Special Provisions. If the OSC or designee identifies any nonconforming work during the Hazard Tree Removal Final Site Walk, the HTRS Contractor shall promptly remedy the deficiency to the OSC's satisfaction.

Process, Hauling, and End Use

HTRS Contractor is responsible for transporting all hazard trees to an IMT-approved end-use facility. HTRS Contractor may identify, establish, and operate one or more Temporary Log Storage and Processing Site (TLSPS) if pre-approved by the IMT. A TLSPS is any area where hazard trees, timber, or other woody material is stored, staged, handled, or processed after being removed from the parcel where the hazard tree was rooted.

Prior to establishing any TLSPS, the HTRS Contractor must submit a written request to the IMT and a site plan describing the proposed site and its operations, as described above (see “Identify and establish temporary facilities”). The Special Provisions also provide additional information on this process.

HTRS Contractor shall develop and execute lease agreements for TLSPS used to fulfill this Agreement. Copies of executed lease agreements shall be provided to County. Any subsequent changes to executed lease agreements shall also be provided to County.

HTRS Contractor shall provide adequate space for truck weigh scales, provided by the HTRS Contractor, at each log storage and processing yard and allow space for County’s A&M Contractor and the OSC and/or the OSC’s authorized representatives to determine truck weights entering the yard loaded from the tree felling operation and leaving the yard loaded heading for the end-user facilities. HTRS Contractor shall allow physical space and time for truck queueing in the yard, both inbound and outbound. SDRS shall provide stairs or a platform for truck inspection pictures by the A&M contractor.

HTRS Contractor shall negotiate with permitted and operational wood materials end-use facilities (as described in the RFP, Additional Bid Requirements, Commitment Letter(s), and Letter(s) of Interest) that meet all local, State, and Federal requirements and regulations. The HTRS Contractor shall not operate or establish end-use facilities under this agreement.

County requires that all wood materials from this Operation be reused as lumber, firewood, energy generation, wood chips, mulch, or other environmentally friendly uses that encourage reuse. In the event wood materials cannot be delivered to a higher best use facility, wood material may be delivered to a landfill at County’s sole discretion and only with written approval from County. HTRS Contractor may not under any circumstance burn wood, such as by a curtain burner.

To utilize landfills, the following process shall be followed:

1. HTRS Contractor documents, in writing, the necessity for landfill(s) and the reason why HTRS Contractor cannot use the higher best use facility and makes a request for landfill use to the Finance Section Chief.
2. Finance Section Chief notifies County.
3. If County approves landfill use, the Finance Section Chief informs the IMT. HTRS Contractor, with OSC or OSC designee, contacts the local Regional Water Quality Control Board, Air District, County, and Solid Waste Local Enforcement Agency (Control Agencies) to discuss the use of the landfill.
4. Control Agencies provide guidance to HTRS Contractor and County OSC on how to proceed with landfilling material.

HTRS Contractor is responsible for all operational, permitting, fixed, and labor costs and shall be entitled to retain any revenue generated from the sale to end-use facilities. Wood materials become the property of the end-use facility once received. Any rebates, credits, or savings derived from the legal use of those wood materials should be described in the agreements between the HTRS Contractor and the respective end-use facilities. Any revenue obtained by the HTRS Contractor through these agreements must be disclosed to the County on a regular basis, per the direction of the County Contract Manager. HTRS Contractor shall report all revenues generated to the Finance Section Chief.

The HTRS Contractor shall agree, in writing, with each end-use facility the point where the logs/wood materials will become the property of the end-use facility.

5. Support Tasks

HTRS Contractor shall perform additional major items of work in support of the operation's functions. These are anticipated to include, but are not limited to:

Traffic Control

HTRS Contractor shall provide community traffic control, as directed by Siskiyou County Public Works. one (1) for each tree felling crew, and for any crews that might partially or fully block public and/or private roadways while conducting work.

HTRS Contractor shall obtain and follow all encroachment permit requirements issued by the cities, counties, Caltrans, or any other agency having jurisdiction over HTRS Contractor- impacted roads. Traffic control crews may be required to implement additional traffic control needs pursuant to requests or directives from other entities (e.g., Cal OSHA, local authorities, etc.) and directed by the OSC and/or County. Traffic control crews may

also be required to implement Operation specific traffic control plans, as directed by the OSC.

Traffic control crews shall include two (2) traffic control trained crew members, required equipment and supplies, mobilization and demobilization, and communication equipment. The traffic control crews shall be trained in the principles of the DOT Revision 6 (Rev 6) of the 2014 MUTCD prior to commencing their work.

Community Services

HTRS Contractor shall provide water tenders/trucks and drivers and supporting equipment, fuel, hoses, nozzles, water meters, fittings, pumps, etc., for use throughout the project area as directed and approved by the IMT. This may include general dust suppression in disaster areas not directly connected to specific debris removal crews or other operations.

HTRS Contractor shall also provide community street sweeping, including sweepers, drivers, fuel brushes, and appropriate disposal of collected road debris and dirt, as described in the Special Provisions.

HTRS Contractor shall provide sufficient transport trucks (for example, “lowboy” trailers) to redeploy heavy equipment between job sites. Under no circumstances shall steel-tracked heavy equipment, including but not limited to excavators, skid steers, feller bunchers, and heel booms, operate on asphalt, concrete, or other non-earth road surfaces without the explicit permission of the OSC or designee. If the HTRS Contractor fails to comply with this requirement, it will be responsible for repairing or remedying any damage caused by the heavy equipment to the satisfaction of the County, in consultation with the road owner. HTRS Contractor shall provide and service portable restrooms and hand washing stations for use by HTRS Contractor, A&M Contractor, and IMT personnel use. Portable restrooms and hand washing stations shall be provided at all work sites for Hazard Tree Removal Crews. Additionally, HTRS Contractor shall provide and service up to three (3) additional sets of portable restrooms and handwashing stations to be stationed throughout the disaster area for use by project personnel, as directed by the IMT.

Site Access and Temporary Bridges

HTRS Contractor shall provide or create physical access to all County Program participating parcels both in residential tract areas on relatively small, relatively flat lots as well as difficult properties, which include properties that: are in remote locations; require access over long, poorly maintained, or non-maintained gravel or otherwise nonpaved roadways; and/or have larger lots, sometimes exceeding 100 acres. HTRS Contractor shall prepare Environmental Work Plans where applicable.

As necessary to access some properties, HTRS Contractor shall obtain and provide permits to install temporary bridges, as described in Special Provisions Section 6.27. Contractor will coordinate with the A&M Contractor for supporting documentation as needed.

HTRS Contractor shall provide all materials and labor for the placement and removal of such temporary bridges and return the areas where the bridges were installed to preexisting conditions.

HTRS Contractor shall provide up to one (1) bridges of up to 50 feet per bridge to be installed simultaneously to ensure that the overall hazard tree removal operations' productivities are not negatively impacted from meeting the operational schedule.

HTRS Contractor shall provide all materials and labor for the placement of rip-rap rock, temporarily placed culverts, and required BMPs installed for temporary creek crossings (including but not limited to; watercourses, ravines, trenches, or ditches).

HTRS Contractor shall provide all materials and labor for placement of base rock and or crushed rock to improve uneven, rutted, or poor-quality roads for truck and/or equipment access as described in the Special Provisions. HTRS Contractor shall provide all materials and labor for placement of all steel trench plates required for truck or equipment access, where deemed necessary by the HTRS Contractor.

Other

HTRS Contractor shall provide all labor, materials, staff, equipment, transportation, licenses, permits (traffic encroachment, land use, operational, environmental, etc.), and every other item of expense necessary unless otherwise stated for completing all the HTRS Contractor's tasks during the Operation.

HTRS Contractor shall provide all training and attendance of key HTRS Contractor personnel at all relevant Incident Action Planning, Operations, and Tactics meetings. All HTRS Contractors' personnel shall attend weekly All Hands Safety Meetings. All Hands Safety Meetings may be held online or at a physical location determined by the IMT, at the discretion of the IMT. The HTRS Contractor shall compel required staff attendance at all online training, meetings, and gatherings.

HTRS Contractor shall obtain and provide a copy of any land Lease Agreement(s) obtained to the County's Contract Manager (CM) prior to commencing the use or development of the property(ies) for reference purposes only. Any real property costs, such as a land lease or rental costs, shall be included in the submitted bid and will not be reimbursed by the County.

6. Reporting and Tracking

HTRS Contractor shall be responsible for coordinating with the IMT and County’s A&M Contractor, providing information as required to document material quantities and project costs allocable to each type of material by residential parcel, and providing information as required to document hazard trees removed, including coordinates, detailed tree information, and photos. The method and detail of the material and cost tracking information by parcel will be jointly developed by the IMT and the County’s A&M Contractor, with County final approval.

HTRS Contractor shall prepare and provide the following Daily, Monthly, and Quarterly Summary Reports of Hazard Tree Removal function activities and status, as summarized below:

Daily Dispatch Reports

A tally of predicted street sweeping activities (identification of the specific street sweeper, the identity of the operator, gallons of water used, mileage driven, and relevant daily GPS data), traffic control (identification of each traffic control crew personnel and the location(s) and duration(s) of each respective daily assignments), water trucks, personnel, Hazard Tree Removal crews, all other operating resources, and other metrics as required by the IMT.

The Daily Dispatch shall be provided to the IMT by 1800 on the day prior to the date of work.

Daily Operations Reports

Daily Operations Reports shall summarize the daily work for Hazard Tree removal. The format of the report shall be approved by the County. The Daily Operations Report shall include quantities of trees removed, APNs of properties in progress and completed, identification numbers of ROW segments in progress and completed, and other metrics determined by the IMT.

The Daily Operations Reports shall be provided to the IMT by 1800 on the day of work.

Monthly Summary Reports

Monthly Summary Reports shall be delivered by the 3rd day of every month. Monthly Summary Reports shall detail the number of properties completed, quantities of Hazard Trees removed, hazard tree quantities of timber and wood materials delivered to each end-use facility, and other metrics determined by the IMT.

Disposal/Recycling Fee Reports

Itemized reports of actual costs of recycling and disposal at the receiving, recycling, and end-use facilities for the various materials generated from the overall Operation, including any adjustments to regular rates for material facilities to accommodate extended operating hours and special handling. HTRS Contractor shall pay all disposal costs. Any recycling or disposal that results in a profit should be offset against other recycling and disposal costs.

The method, detail, and adequacy of material and cost tracking information by property and/or segment of public ROW will be jointly developed by County and County's A&M Contractor(s). HTRS Contractor shall adopt this tracking and reporting system.

Monthly Socioeconomic Affirmative Steps Report

By the third day of every month, the HTRS Contractor shall provide a status report regarding the affirmative steps it has taken as required by 2 C.F.R. § 200.321(b)(1)– (5), which are listed below for reference. For each required step, HTRS Contractor shall provide a narrative description of the actions it has taken, the results of said actions, and any relevant summary data or charts. County may direct the HTRS Contractor to include specific data points or other items as necessary to demonstrate compliance.

Affirmative Steps Required By 2 C.F.R. § 200.321(b)

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7. General Expectations

Identification of HTRS Contractor Employees

HTRS Contractor shall be responsible for furnishing an identification badge to all personnel (HTRS Contractor and sub-contractors) prior to the employee working onsite. HTRS Contractor shall be responsible for ensuring each employee engaged in work displays a badge that includes the name of the HTRS Contractor or subcontractor and the employee's

name. Employees shall make available on their person a valid state driver's license or other Government-issued photo identification card. All contract personnel attending meetings, answering Government telephones, and working in other situations are required to identify themselves as such to maintain the distinction from Government officials. All documents or reports produced by HTRS Contractor shall be marked as HTRS Contractor products in accordance with Government Code section 7550. Badges or other identification of HTRS Contractor employees shall not include the seals or logos of the County, the California Environmental Protection Agency, Cal OES, the State of California, or any other government agency without the permission of the County.

Identification of HTRS Contractor Vehicles and Equipment

Trucks and all other equipment designated for use under this Contract shall be equipped with a clearly visible sign identifying the vehicle as part of the project. This includes pickup trucks or other vehicles used by SDRS personnel, water trucks, and heavy equipment (if practicable). The IMT shall provide the design of the sign. Production, distribution, and attachment of signs to vehicles shall be the responsibility of the A&M Contractor. Upon demobilization from the Operation, the signage shall be removed from the vehicle.

HTRS Contractor agrees that all trucks used during this Operation are subject to GPS tracking and hereby consents to place a GPS device in each truck by County's Assessment and Monitoring A&M Contractor. HTRS Contractor shall be responsible for charging, maintaining, and operating the GPS device throughout the duration of the operation. Failure to charge, maintain, and operate the GPS device shall result in nonpayment of bid items completed by non-compliant operation of truck(s).

Trucks or equipment designated for use under this Contract shall not be used for any other work during working hours under this Contract. HTRS Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. HTRS Contractor and subcontractors may not play music or radio broadcasts during the performance of this Contract that may generate noise complaints.

HTRS Contractor Equipment

HTRS Contractor shall provide its staff (HTRS Contractor and subcontractor) with all necessary equipment, including but not limited to equipment and truck maintenance (including but not limited to tires, lubricants, fuel), materials, tools, supplies, health and safety equipment, health and safety compliance monitoring of personnel and equipment, appropriate clothing, cell phones, two-way radios, satellite phones (if necessary), computers, computer tablets, laptops, internet access, temporary field offices, permits,

licenses, supervision, project management, administrative staff costs, home office overhead.

Professionalism of HTRS Contractor Staff

County expects all HTRS Contractor personnel, including subcontractor personnel, to appear and behave professionally at all times. Any HTRS Contractor personnel who does not act in a professional manner shall be subject to immediate removal from work associated with this Operation, at County's discretion, upon written notification from County.

HTRS Contractor shall be responsible for performing all work in a safe, professional, efficient, and satisfactory manner. The IMT and County shall review all work and determine whether work is satisfactory. The IMT may consult best practices, prior project performance, federal technical assistance teams, or other resources to determine whether work is satisfactory. The IMT shall, at all times, have safe access to the work and shall be furnished with every reasonable facility for ascertaining that the materials and the quality are in accordance with the requirements and intentions of the Contract. All work done and all materials furnished shall be subject to IMT and County's inspection and approval.

Control of Work

County has the sole discretion and authority to determine the quality and acceptability of the following:

1. Work to be performed.
2. Rate and progress of work performed.
3. Fulfillment of the tasks and work performed by HTRS Contractor.
4. Compensation for tasks and work performed by HTRS Contractor.

Work Orders

The HTRS Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order or directed in the Incident Action Plan (IAP). The HTRS Contractor shall immediately notify the County and the IMT of any condition or event that may interfere with the completion of the work, which may require a modification in the Work Order, or which cause an obvious inefficiency. County will, in a reasonable time, provide written direction to the HTRS Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, obviously inefficient work or changes and additions not pre-authorized in writing by the County CM may not be considered for compensation.

Change Orders

HTRS Contractor may notify the County of HTRS Contractor’s request for a change order for work outside the scope of this SOW. If authorized, County, at its sole discretion, may issue a Change Order dictating the terms of the additional work. All Change Orders will be incorporated into this Agreement via Amendment(s). Work authorized by a Change Order shall be in accordance with the terms and conditions therein and may proceed prior to the Amendment(s).

Audits and Inspections

At its sole discretion, County may inspect the labor, materials, tools, equipment, data management, books, and records of the HTRS Contractor to monitor compliance with this Agreement. HTRS Contractor shall promptly remedy any violation identified by County. The fact that County inspects, or fails to inspect, or has the right to inspect HTRS Contractor’s labor, materials, tools, equipment, data management, books, and records does not relieve HTRS Contractor of its responsibility to comply with rendering timely performance under the terms of this Agreement.

8. Operational Milestones and Mobilization Requirements

County intends to complete this operation rapidly and efficiently to ensure public health and safety hazards are promptly addressed, and community recovery is expedited. The below milestones represent County’s expectations for the HTRS Contractor’s mobilization. The IMT may adjust the milestones due to inclement weather, unforeseen circumstances, rate of ROE collection, progress of site assessment, or other operational needs.

The IMT will advise the HTRS Contractor of any changes to the milestones in writing. Changes to the operations schedule and milestones are at the exclusive discretion of the IMT.

HTRS Contractor understands and agrees that a substantial number of work plans are required to be submitted, and many of these work plans will need to be drafted and adjusted concurrently.

HTRS Contractor shall ensure sufficient project management staff members are available to complete work plans based on the milestones below and promptly respond to any feedback from the IMT to ensure the overall Operation remains on schedule.

Notice-to-Proceed (NTP) Milestones – Hazard Tree Removal *County anticipates issuing NTP shortly after the contract award.*

Milestone 1-1: Mobilization of Incident Management Team

- a. Timeframe: Within three (3) calendar days of NTP

- b. Description: HTRS Contractor shall deploy its key project management personnel to the Operational Area, who shall be available to participate in meetings with the IMT and/or A&M Contractor.

Milestone 1-2: Submission of Hauling and Reuse/Disposal Plan

- a. Timeframe: Within three (3) calendar days of NTP
- b. Description: HTRS Contractor shall submit to the IMT for review and approval a Hauling and Reuse/Disposal Plan for tree removal operations. The plan should account for the expected crew mobilizations described in later milestones. The plan shall address the following:
 - 1. Proposed primary and alternate end-use locations for all waste streams
 - 2. Proposed locations and site plans for any temporary facilities
 - 3. Listing of planned trucking resources to support Hauling and Reuse/Disposal Plan
 - 4. Risk management plan for road closures, traffic impacts, or other events that could impact hauling and disposal operations outlined in the plan, including how the risks will be mitigated, such as alternate haul routes

Milestone 1-3: Submission of Hazard Tree Removal Work Plan

- a. Timeframe: Within three (3) calendar days of NTP
- b. Description: HTRS Contractor shall submit a Work Plan to the IMT describing its proposed approach for hazard tree removal operations throughout Siskiyou County. The Work Plan shall include the following:
 - 1. Description of proposed means and methods, including types of equipment to be used
 - 2. Listing of all proposed crews, including the specific number of personnel and pieces of equipment to be assigned to each crew
 - 3. Listing of any proposed Temporary Log Storage and Processing Site (TLSPS), and site plans for any proposed sites as described in the Special Provisions
 - 4. Listing of proposed end-use facilities
 - 5. Description of current engagement with CAL FIRE regarding Forest Practice Rules compliance

Milestone 1-4: Mobilization of One (1) Hazard Tree Removal Crew

- a. Timeframe: Within five (5) calendar days of NTP

- b. Description: HTRS Contractor shall mobilize hazard tree removal crews and the IMT will select the sites. All hazard tree removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hazard Tree Removal Work Plan.

9. Mobilization of Additional Resources

The IMT, through the Incident Action Planning Process, shall notify the HTRS Contractor when additional Hazard Tree Removal Crews are to be mobilized. HTRS Contractor shall be provided seven (7) calendar days from notice to mobilize the requested crew(s). All required health and safety and operational training must be completed in advance of the ordered mobilization date.

Contractor crews will be demobilized at the discretion of the IMT. Depending on workload requirements, sustained inclement weather, or other factors, crews may be demobilized and subsequently remobilized later when their services are required. The HTRS Contractor will be provided up to seven (7) calendar days to remobilize crews upon direction from the IMT.

The expected maximum number of hazard tree removal crews to be provided under this Contract is two (2).

10. Contractor's Responsibility

The Contractor shall be responsible for all work, and all persons and entities engaged in the performance of work, pursuant to this Agreement, including, but not limited to, employees, contractors, subcontractors, suppliers, and providers of services. The Contractor shall be responsible for responding to any claims, controversies, and disputes arising from its contracts for work on the operation, including the costs of attorney or legal fees. Additionally, in the event that Siskiyou County determines the Contractor is responsible for any unapproved delay, loss, harm, or other damages to Siskiyou County, the Contractor shall immediately implement all measures directed by the Contract Manager to remedy the issue at the Contractor's sole expense. Siskiyou County reserves the right to retain withheld funds in order to remedy any unapproved delay, loss, harm, or other damages it determines attributable to the Contractor.

Property Damage: Contractor shall be responsible for repairing, at its expense, all damage to improved property resulting from the Contractor's negligence. Siskiyou County, at its sole discretion, shall determine whether property damage resulted from negligence. If Contractor disputes the conclusions of Siskiyou County, it must provide all relevant supporting information within the timeline prescribed by the County Contract Manager. Contractor shall repair or otherwise remedy, to the satisfaction of the County, all property

damage within thirty (30) calendar days of a notice being provided by the County. If the Contractor remedies the damage through compensation, the Contractor shall provide documentation of the same to the County. The Contractor shall be responsible for reimbursing the County for any additional expenses incurred to remedy property damage. The County may deduct the cost of the repair or remedy from the Contractor's compensation.

Road Damage: General maintenance of roads or repair of damage to roads resulting from overall disaster response and recovery operations is not the responsibility of Contractor. Contractor shall be responsible for repairing, at its expense, all damaged to roads resulting from the Contractor's negligence. If the Contractor remedies the damage through compensation, the Contractor shall provide documentation of the same to the County. The Contractor shall be responsible for reimbursing the County for any additional expenses incurred to remedy road damage. The County may deduct the cost of the road repair or remedy from the Contractor's compensation.

Subcontractors: All Subcontractors previously identified in the proposal are considered to be acceptable to Siskiyou County. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or their designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager immediately. If Siskiyou County or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, the Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Siskiyou County and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to Siskiyou County for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

If a subcontractor was used to comply with the requirements of the Request for Proposal, such as if the subcontractor was used to meet the Licensed Timber Operator requirement or the hazard tree removal project reference, the subcontractor must remain on the project for the duration of the project, or, if the subcontractor is to be replaced, the prime contractor must provide a replacement subcontractor which complies with the same requirements within seven (7) calendar days. For example, if a subcontractor was used to

comply with the reference requirements, the proposed replacement subcontractor must have completed a project that meets the requirements of the reference project.

11. Special Provisions

EXHIBIT A.1 – Special Provisions provides additional requirements for the performance on this Scope of Work. In the event of any conflict between EXHIBIT A and EXHIBIT A.1, EXHIBIT A shall be controlling.

EXHIBIT A.1 – Special Provisions

1. Introduction

1. **HTRS Contractor** – Hazard Tree Removal Services Contractor.
2. **A&M Contractor** - Assessment and Monitoring Contractor.

The purpose of these Special Provisions is to provide the HTRS Contractor and the A&M Contractor with a detailed understanding of the extent of services required by the County.

This set of Special Provisions may only be updated pursuant to the terms of the contract, such as an Amendment Process.

1.1 Purpose

The purpose of these Special Provisions is to describe a detailed approach to managing the assessment, monitoring, and removal of hazard trees.

1.2 Objective

The objective of these Special Provisions is to meet the above-stated purposes and to detail processes and procedures for hazard tree removal operations to provide guidance to the A&M Contractor and the HTRS Contractor and to mitigate known hazards and dangerous conditions to limit the impacts to the public and the surrounding environment.

2. Program Overview

2.1 Site Description

Debris generated by the disaster and within the disaster area described in the Scope of Work and the Contract documents generally consist primarily of residential disaster and hazard tree vegetative debris.

2.2 Site Eligibility

The intent of the Hazard Tree removal program is to remove dangerous trees destroyed by the Head Fire so that the property owner can rebuild on their property.

Only parcels for which the property owner has submitted an ROE permit will be included in this RFP unless otherwise designated by the County. Public rights-of-way (ROWs) may also be included for the purposes of hazard tree removal if approved by the County.

Non-residential, commercial, industrial, and public properties (i.e., schools, local and state parks, camps, and other public structures) may be included in this operation, as determined by the County, on a case-by-case basis. If such facilities are determined to be included in this program, the County will compensate the HTRS Contractor based on the

County's bid schedule. For mixed-use or changed use of properties (e.g., former commercial properties converted to residential or other such circumstances), the County will make the final determination as to whether the property is to be reimbursed as a residential, public, or commercial property.

2.3 Site Characterization

Based on past studies of burned residential homes and structures from large-scale wildland fires, the resulting ash and debris from residential structures burned by fires can contain toxic concentrated amounts of heavy metals such as antimony, arsenic, cadmium, copper, lead, and zinc. Additionally, the ash and debris may contain higher concentrations of lead if the home was built prior to 1978, when lead was banned from household paint in the United States.

The presence of these heavy metals can have significant health impacts on individuals, individual properties, local communities, and watersheds if the ash and debris are not removed promptly.

The residual materials, including, but are not limited to, stucco, roofing, floor tile, linoleum, fireplaces, furnaces, vinyl tiles and mastic, sheetrock and joint compound, cement pipe, exterior home siding, thermal system insulation, concrete and mortar, and other building materials commonly used in homes built before 1984. These residual materials may also contain other chemicals of concern such as asbestos.

Additionally, wildland fires can kill or seriously damage a great number of trees, resulting in a significant risk to the public as the impacted trees are more likely to fall onto public thoroughfares and other infrastructure.

2.4 Known Hazards

The type and number of known hazards will depend on specific conditions of each incident and each property within the incident, such as how much of the structure is remaining, age of the structure, building materials used, and damage level of the trees on-site. If only ash and debris are present, the site is expected to contain elevated levels of heavy metals and possibly asbestos.

The California Department of Toxic Substances Control (DTSC) or the United States Environmental Protection Agency (US EPA) will conduct a Phase 1 – Assessment and Removal of Household Hazardous Wastes prior to Phase 2 – Hazard Tree Removal Program Operation that these Special Provisions contemplate. A part of Phase 1 work includes the preliminary hazardous waste assessment for asbestos-containing material (ACM) and removal of bulk quantities of ACM in the impacted area soon after the fire. ACM has been

commonly found in debris removal operations, especially in structure construction that precedes the mid 1980's. If DTSC/USEPA finds possible ACM and/or removes bulk ACM and/or other hazardous materials on individual properties, they will report these findings directly to the County. The County will, in turn, notify the A&M Contractor and HTRS Contractor's ACM Removal Crews of these findings prior to the crews being deployed to these properties.

All responders should be aware that asbestos is a human carcinogen with no known risk-free levels of exposure.

The ACM found in the disaster debris will likely be highly friable, which allows asbestos fibers to be more easily released into the air during windy conditions and debris removal operations. Other hazardous materials will likely include heavy metals concentrated in the ash and debris and silica dust released when working around and removing concrete slabs and foundations. Silica is known to be a human carcinogen. Its potential presence must also be taken into consideration when developing a Health and Safety Plan for the Operation and the local Community.

All personnel should be aware that asbestos is a human carcinogen with no known - levels of exposure.

Therefore, worker safety statutes and regulations for handling ash with heavy metals, such as lead and asbestos, shall be followed at all times.

2.5 Worker Safety

All A&M Contractor, HTRS Contractor, and subcontractor personnel shall prepare and operate under their own Site-Specific Health and Safety Plan developed and signed by a certified industrial hygienist, or other registered safety professional, working for or hired by the A&M Contractor and separately the HTRS Contractor.

The presence and disturbance of asbestos and heavy metals are the primary health hazards that need to be addressed in these Health and Safety Plans. Also, the falling of damaged and potentially dangerous dead and dying trees and limbs impacted by the fires is expected to be another major safety issue.

Fall hazards are present on sites with chimneys, partially remaining structures, and burned trees. Physical hazards (i.e., slips, trips, and falls) are also present from exposed foundations, glass, metals, and debris. Additional hazards may be present if hazardous materials or medical wastes are discovered during the removal.

Utilities such as (i.e., electrical, gas, cable, telephone, dead/dying or damaged trees, and sewer) are unmarked and must be accounted for during debris removal operations.

Sometimes, wildfires may even burn out underground tree root systems resulting in dangerous underground holes that could collapse when loaded by personnel and/or equipment. The weather may also pose hazards from excessive heat, lightning, rain, and high winds.

Site personnel shall operate vehicles and equipment in a safe manner to ensure the safety of its employees and the public, pay particular attention to operations around local roads, and take all necessary and reasonable precautions. Site personnel must identify and document the number and location of downed power lines, dangerous trees, chimneys, and underground utilities.

Since fire debris removal operations contain ash with elevated levels of heavy metals, silica, and/or friable asbestos, an exclusion zone must be established around each site during removal by the HTRS Contractor. All personnel entering and leaving the exclusion zone shall be Hazardous Waste Operations and Emergency Response (HAZWOPER) trained and certified, respirator trained and medically cleared to use respirators, and to wear Level C protective personnel equipment (PPE), including Tyvek coveralls depending on the work zone and hazard level. Other PPE required for working in heavy equipment worksites should be worn as designated in the A&M Contractor's and HTRS Contractor's Health and Safety Plans. To reduce exposure, site personnel shall use designated eating areas exterior to the exclusion and transition work zone and handwashing stations.

The HTRS Contractor shall also be aware of and prepared for providing instruction and necessary PPE for other hazards such as pandemics (i.e., Covid-19, etc.) and other local or regional health concerns.

2.6 Operation Cost Tracking

Operation costs that can be directly attributed to an individual property shall be tracked by the A&M Contractor and the HTRS Contractor on a per Assessor's Parcel Number (APN) basis. These are designated as "individual property costs." Other costs that cannot be directly attributed to an individual property but are necessary as part of the success of the operation, such as Incident Management Team (IMT) approved community cost, include, but are not limited to the following:

- A&M Contractor and HTRS Contractor Delays and Non-Workdays,
- Operational Crew Mobilization/Demobilization,
- Operation management,
- Community health and safety activities.

In the event costs are incurred relating to public properties such as government buildings, certain schools, and institutions, those costs will be tracked pursuant to written direction

provided by the County's Contract Manager (CM). In all cases, the A&M Contractor and the HTRS Contractor are required to track costs with a sufficient level of detail, redundancy, and integrity necessary to meet the terms and provisions of this RFP.

2.7 Operation Roles and Responsibilities

The hazard tree removal operation will be managed per the County Contract and, in particular, by these Special Provisions set as part of the Contract. This Operation will be managed in accordance with the Standardized Emergency Management System (SEMS), utilizing the Incident Command System (ICS) for field response.

ICS is the model management tool used in disaster response and recovery scenarios for the command, control, and coordination of all agencies and/or private entities working on an incident.

The County will likely fill all of the following positions (listed in these Special Provisions), including Incident Commander (IC), Planning Section Chief (PSC), Finance Section Chief (FSC), Operations Section Chief (OSC).

The A&M Contractor will likely fill the following positions: Branch Directors (BDs), Division Supervisors (DSs), Task Force Leaders (TFLs), and other specific positions used to manage these operations.

County's CM will directly manage the A&M Contractor and the HTRS Contractor. During the course of this operation, the Joint Field Office (JFO) Planning Section, in coordination with the PSC, will publish the Incident Action Plan (IAP) once every operational period. The length of an operational period is determined by need. The IAP will contain the specific personnel assigned to the various roles in the operation. The IAP will contain the contact information for the personnel assigned to the operation.

2.8 Documentation

The A&M Contractor will document activities for each individual site according to the procedures established by the IMT and CM. Photographs taken before, during, and after hazard tree removal shall include the property address, either by using the installed operation sign or whiteboard with full address if the operation sign is unavailable. Alternatively, the A&M Contractor shall include GPS coordinates affiliated with these photos. The Task Force Leader (TFL) will document all relevant activities and property conditions, including issuing tickets for each truck that transports debris or other materials from the property on which debris removal is occurring.

The A&M Contractor will collect and organize all site and administrative documentation and make the documents available electronically. The A&M Contractor will also review the

HTRS Contractor invoices and recommend payment. The tracking and documentation will be consistent with the current FEMA debris removal standard for reimbursement as practicable (whether or not this is a federally funded operation).

All electronic data collected by the A&M Contractor shall be compatible with existing County data management systems such as ArcGIS, ESRI products, etc. A&M Contractor databases should be available for integration and syncing with County systems via an API interface. Documentation of and data related to complete operational and financial work shall be retained until twelve (12) months after the termination of the A&M Contract and in a system that allows for County access and review within twenty-four (24) hours of data entry on a daily basis.

1. Parcel- specific documentation and data must be robust enough to support:
 - a. Operational scheduling and project planning
 - b. Public-facing information platforms such as maps and dashboards
 - c. Requests for information from property owners
 - d. Cost recovery requirements
2. HTRS Contractor Debris Truck GPS Monitoring
 - a. Water Trucks, Street Sweepers, and other operational equipment deemed appropriate by the IMT will be equipped with GPS devices and/or capabilities provided by the A&M Contractor. These devices shall be operational during the workday so that the HTRS Contractor, the A&M Contractor, and the IMT can keep track of all HTRS Contractor vehicles during the operation for safety purposes and to monitor productivity.
 - b. The Trucks will be tracked to assure they are where they are expected to be per the properties and end use facilities that they have been directed to haul their loads to.
3. Record Trucks Identification Numbers. All HTRS Contractor Trucks will be provided a placard or other visible means of identification as part of the Operation to be displayed prominently to identify trucks that are part of the operation. These placards shall be provided for each truck once they pass their DOT inspections, conducted as part of this operation. Trucks will also be given a barcode sticker to be placed externally on the truck in an easily accessed location by the A&M Contractor in order to more easily identify the specific truck as it enters a hazard tree worksite and an end use facility. Placards shall be covered when a truck is being used for a non-HTRS Contractor directed use.
4. Collect and Organize Debris Removal Documentation Through Web-Based Database. The A&M Contractor shall collect, organize, and maintain all project

related documentation utilizing GIS and other database software that is accessible by the County.

5. Prepare Site-Specific Final Reports and Database. The A&M Contractor shall prepare final reports summarizing work completed on each property or ROW segment and provide a summary of costs incurred on that property. The A&M Contractor will also provide to the County an overall operational report of work completed, including EPP compliance and any issues encountered and how they were addressed.

3. Overview of Operations

3.1 Initial Assessments

The operation will follow a systematic approach to removing hazard trees off the property. The overall work in the operation will be divided between the A&M Contractor, the HTRS Contractor, the County, and possible other State and federal agencies. The hazard tree removal sequencing is outlined below.

1. Initial Burn Scar Areas Reconnaissance:
 - a. Obtain, analyze, and evaluate background air quality to establish safe levels for the project (A&M Contractor).
 - b. Identify water (dust control and street sweeping, etc.) and electrical sources and obtain permits as required (HTRS Contractor).
 - c. Identify equipment and material staging area (HTRS Contractor).
 - d. Identify materials disposal and recycling options (HTRS Contractor).
 - e. Conduct initial visual and video survey of roadways and infrastructure along those roads that the hazard tree cleanup operations could potentially impact. These videos will be used to compare with a visual review of the same roadways at the end of the operation; therefore, they must be of quality to assist in assessing the likely impact of the operation on these roadways.
 - f. Prepare engineering reports of road conditions if requested to do so by the County (A&M Contractor).
2. Initial Environmental Assessment of the Burn Scar Areas (County or A&M Contractor as directed by the County):
 - a. Evaluate Federal National Environmental Policy Act (NEPA) for federally funded operations or operations located on federal lands. Requirements for the protection of the environment include, but not limited to surface water, endangered species, and cultural resources as required by law, consultation, and California Environmental Quality Act (CEQA) requirements and the EPP.

- b. Develop an Operation Specific EPP (County or A&M Contractor as directed by the County).
3. Individual Property Site Hazard Tree Assessments:
 - a. Assess the parcel or segment of right-of-way (ROW) for eligible hazard trees, as described in the “Hazard Tree Assessment” section (A&M Contractor).
 - b. Ensure placement of biodegradable erosion control BMPs for immediate protection of waterways, culverts, drainage inlets, etc., after hazard tree removal (HTRS Contractor).
4. Hazard Tree removal (HTRS Contractor, A&M Contractor).
 - a. Utilizing qualified biologists, assess, monitor, and document identified endangered species using USFWS Qualified Biologists, nesting birds (during the season), cultural resources using Secretary of the Interior Qualified Archaeologists, water quality permits, and stormwater (A&M Contractor).
 - b. Acquire necessary encroachment permits for work along public roadways from appropriate agencies, including California Department of Fish and Wildlife, Caltrans, County, City, Town, etc. (HTRS Contractor).
 - c. Prior to any hazard tree removal activities, A&M Contractor’s TFL and DS to conduct a 360-degree Site Walk with the HTRS Contractor’s Crew Lead/Operator prior to commencing with any site work, including a review of the property owner’s ROE comments and requests.
 - d. Document all of hazard tree loads by opening a load ticket for each load that leaves the property. Load tickets shall be issued at the parcel of origin and closed upon arrival at the end use facility. Load tickets shall include the parcel of origin APN, name of end use facility, tonnage, and date and time of departure from property and arrival at the end use facility (A&M Contractor).
5. Documentation Tracking and Consolidation (A&M Contractor).
 - a. Document all activities on each site, such as property owner interaction, daily truckloads, etc.
 - b. Track and log each truck used and the total quantities and types of materials transported to landfill or end-use facility.
 - c. Record truck's identification numbers and type of material removed by each truck from each property.
 - d. Collect and organize SDRS documentation through a web-based database.
 - e. Prepare site-specific final reports and database (at CM’s direction) for delivery to County. These reports shall be finalized within three (3) months after the final property sign -off (FSO) report has been signed by the County’s OSC or designee.

3.2 Incident Action Planning

During this operation, the Planning Section Chief (PSC) will publish the Incident Action Plan (IAP) once every operational period. The length of the operational period will vary depending on the incident and can vary throughout the operation. The IAP will contain the incident objectives, specific personnel assigned to the various roles in the operation, work assignments, safety information, and contact information. The Incident Action Plan will be developed pursuant to the Action Planning Process, which is summarized below:

1. Objectives Meeting: The IMT will review progress over the prior operational period, anticipated resource availability, limiting factors, and strategic goals to set objectives for the operational period. This meeting may be held informally or as part of other IMT meetings.
2. Tactics Meeting: The OSC and PSC will lead a Tactics Meeting with all Contractors (both A&M Contractor and HTRS Contractor) to establish resource orders and work assignments necessary to meet incident objectives.
3. Planning Meeting: The OSC and PSC will present the Incident Action Plan to the IMT and stakeholders for comment, review, and approval.

4. Preliminary Operations

4.1 Hazard Tree Removal Crew Defined

A hazard tree removal crew is defined as all personnel, equipment, and supplies necessary to fell, process, and remove hazard trees. These crews will also include all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies.

At a minimum a Hazard Removal Crew will consist of:

- A. One (1) crane or rubber tired and/or rubber tracker bucket rig;
- B. One to two (1 – 2) tree fallers or heavy equipment for tree falling, such as a feller buncher;
- C. One to two (1 – 2) laborers for processing fallen timber;
- D. One (1) skid steer or excavator for handling timber onsite;
- E. One (1) track or tow-behind chipper;
- F. Appropriate quantity of log trucks, grapple trucks, high-side dump trucks, or other trucks for removing wood material to a processing facility or end user and any equipment needed to load wood material onto trucks.

The County may approve alternate crew makeups if the HTRS Contractor evidences the need for different personnel or equipment.

4.2 Hours of Operation

All on-site hazard tree removal work will be performed between the hours of 7:00 a.m. to 6:00 p.m. PT, Monday through Saturday, or adjusted as specified by local noise ordinances. Hazard tree removal crews may commence pre-work health and safety briefings at the beginning of a shift and post-shift meetings at the end of shift, outside of these allowed operational hours, which should not impact compliance with the noise ordinance.

4.3 Water Source

The HTRS Contractor will be responsible for obtaining water use permits, complying with permit conditions, and monitoring water usage from water hydrants or other approved and permitted water sources (i.e., lake, river, stream, etc.), using a meter or other required and approved method of tracking water usage. The State will identify a water source before HTRS Contractor work commences.

4.4 Identify Staging Area

Each contractor will provide the location of their equipment/office staging areas and any additional temporary facilities that support hazard tree removal operations.

Depending on the burn area and complexities of remote operations, the HTRS Contractor may determine those temporary facilities, such as Temporary Debris Management Sites (TDMSs), storage facilities, laydown areas, vehicle adjudication facilities, equipment maintenance yards, and housing base camps, may be required to efficiently meet operational goals.

If the Operation is either federally funded or the temporary facilities are intended to be located on federal land, the Contractors shall work with the County to consider these facilities for compliance under the National Environmental Policy Act (this process could take two weeks to ninety (90) days).

1. In this case, the Contractor(s) shall produce a site-specific plan to the County's Environmental Lead, including:
 - a. Address/Location.
 - b. Aerial map showing the active use boundaries.
 - c. Uses a description of the site.
 - d. A description of all uses and impacts, including if heavy equipment will be stored there, utility tie-ins, etc.
 - e. Contractor(s) shall have a USFWS qualified biologist perform a desktop review and field evaluation of the work site for Section 7 of the Endangered Species Act.
 - f. Provide CNDDDB and ECOS Critical Habitat review.

- g. Provide documentation of a field visit with photographs and notes.
- h. Contractor(s) shall have an SOI qualified archaeologist perform a desktop review and field evaluation of the work site for Section 106 of the National Historic Preservation Act.
- i. Provide California Historical Resources Information System (CHRIS) review (keep confidential and forward to FEMA EHP).
- j. If applicable, contractors will apply for Section 404 of the Clean Water Act permit and provide evidence of compliance with Executive Order 11990 Protection of Wetlands, and Executive Order 11988 - Floodplain Management requires Federal activities to avoid impacts to floodplains.
- k. Contractors will document that the site is not on the Hazardous Waste and Substances sites from DTSC’s “Cortese list.”
- l. Contractor(s) shall be prepared to allow Local, State, Federal, or Tribal representatives to conduct environmental evaluations or follow up inspections.
- m. Consultation with ALL affected California Native Tribes, if any.
- n. Permits will be collected for Public Assistance and Environmental and Historic Preservation Records (send them to the Environmental Lead).

4.5 Temporary Hazard Tree Management Sites

Dispatch of Trucks: All trucks inbound and outbound shall be issued and carry truckload tickets. Outbound trucks will receive their scale and load tickets to bring with them to the designated landfill expected to arrive on that same day. Trucks will be issued load tickets the next day if there is no pre-load site and are not expected to arrive before the landfill closes.

Closure Plan: The closure plan is the plan of ending operations at the Temporary Hazard Tree Management Site. This will include removing all waste materials brought to and from the site, decontaminating equipment and materials used, and removing materials to create the worksite to include the perimeter berm. The HTRS Contractor will fully complete the site closure plan and demobilize within twenty-one (21) days of the notice from the County.

4.6 Identify Disposal and Recycling Options

The HTRS Contractor is responsible for identifying all material disposal and reuse/recycling facilities to be used during hazard tree operations. These facilities shall have all appropriate operating permits and be pre-approved by the County. vehicle allowing for vehicle owners to access these vehicles after relocation.

4.7 Roadway Assessment

Video record pre-operational conditions of all County, City/Town, and private roadways on which program participating ROE properties reside, roadways necessary to access these ROEs, and roadways required to access the end use facilities. The A&M Contractor will also take field notes during the road evaluations. These shall be compared to post-operational evaluation for potential local agency reimbursement by state or federal funding agencies. Completed videos should be available at IMT request within forty-eight (48) hours of beginning recording either via electronic or hard drive access.

A&M Contractor shall also verify that any roads that are required to be used for hauling hazard tree debris are private or not. The A&M Contractor shall investigate and then advise the CM and the IMT whether permission to use the private road(s) is/are required and how to obtain that permission. At the same time, the A&M Contractor shall inform the HTRS Contractor(s) of a) the “Contractors Responsibility” clause and b) their responsibility to take reasonable precautions to maintain the integrity of the private road during the operation.

If directed to do so by the County, the A&M Contractor shall prepare engineering reports documenting certain roads' pre-work and/or post-work conditions. Such reports shall be prepared to accepted industry standards and be sufficient to determine what damage or degradation to the road is attributable to debris removal operations and what was pre-existing. The reports shall also determine whether damage or degradation is due in whole or in part to poor design or construction, poor road maintenance, or the HTRS Contractor's negligent actions. As appropriate, reports should include photographs of pre-work and post-work conditions and engineering drawings.

4.8 Environmental Assessment

County and other State Agencies will develop an EPP to summarize the key areas and types of environmental and historical resources present in the vicinity of the operations. The EPP will summarize the compliance procedures necessary for the HTRS Contractor and A&M Contractor to be aware of when conducting each function as part of the overall Operation. All BMPs and AMMs, regardless of their timing before or after contract execution, will be implemented by the HTRS Contractor.

5. Site Assessment

The A&M Contractor will assess and document information prior to hazard tree removal as described below.

5.1 Operational Soft Start

The County may direct that the A&M Contractor and/or HTRS Contractor conduct a “soft start” of any or all of the operations described in these Special Provisions. A “soft start” is defined as a single day of the operation for the purpose of evaluating each contractor’s proposed methodologies and determining whether the methodologies are sufficient to commence full operations.

One purpose of a soft start is to evaluate the sufficiency of the A&M Contractor’s documentation processes. To assist the County in determining the sufficiency of these processes, the A&M Contractor shall provide a presentation to the County on a working day following a soft start, reviewing the operational protocols and processes and the resulting data.

The County will determine whether the protocols, processes, and resulting data are sufficient for further assessments or operations. If the County determines the results are insufficient, County shall provide feedback and needed corrections to the A&M Contractor. The A&M Contractor will be provided five (5) working days to make the requested adjustments unless the County determines a different timeframe is warranted. Once adjustments are made, the A&M Contractor will perform another day of work and re-present the results to the County the day following the work. The County may continue to direct adjustments until the product is sufficient to commence hazard tree assessment.

The HTRS Contractor’s soft starts would similarly be conducted in one (1) day for each type of soft start activity for the purpose of determining if the methodologies utilized are an effective and efficient means for completing the contracted operational tasks.

The County may direct that soft starts for multiple phases of the operation are conducted on the same day or may conduct soft starts over several days. Due to the preliminary nature of soft starts, the A&M Contractor and HTRS Contractor should expect soft start days to be less operationally efficient than normal working days. The A&M Contractor and HTRS Contractor should be prepared to mobilize and demobilize resources for soft starts and expect that resources may not be immediately employed in further operations depending on the results of the soft start.

5.2 Placement of BMP’s as Needed

HTRS Contractor shall place erosion control BMPs immediately around properties on which they are working, if rain is forecast that may stop work.

6. Hazard Tree Removal Operations

6.1 Hazard Tree Categories

For the purposes of these Special Provisions, hazard trees are classified into four categories. The County will determine and advise the A&M Contractor what categories of trees are eligible for assessment.

- A. Category 1 – Public Right-of-Way Tree: A tree rooted in the publicly owned or maintained right-of-way (ROW) of the local government, as defined by local California municipal code, not to include lands owned by the Federal Government.
- B. Category 2 – Danger Tree: A tree on an enrolled private property that prohibits the safe operation of hazard tree removal personnel, as determined by the HTRS Contractor. Removal of these trees is a component of the Hazard Tree removal function and is not eligible for separate compensation.
- C. Category 3 – PPDR Tree with Public Improved Property Target: Tree on an enrolled private property that is within striking distance of public ROW or other public improved property (for example: public schools, libraries, or other public buildings).
- D. Category 4 – PPDR Tree with Private Road Target: Tree on an enrolled private property that is within striking distance of a private road (see “Road Types” for an additional definition of “private road”).
- E. Category 5 – Public Property Target: Tree on approved public agency property threatening public improved property.

6.2 Road Types

The following descriptions define whether a road should be considered “public” or “private” for purposes of determining whether a tree should be classified under Category 3 or Category 4 of the above section.

6.3 Public Roads

- A. Public roads are legally defined by recorded map and include improved and unimproved land within a public right of way
- B. Public roads within the operational area that are owned and maintained by fee title or easement by the local government jurisdiction; public roads are intended for use as multi-modal transportation corridors for the mobility of people, goods, and services. Public roads serve vehicles, pedestrians,

bicycles, mass transit, service companies, such as mail and package delivery, waste-haulers, and emergency responders.

- C. For the purpose of the Operation, the public road right of way is generally determined and validated by the local agency
- D. The public road right of way includes the roadway and the adjacent improved or unimproved portion of the roadside.

6.4 Private Roads

- A. Private roads include improved and unimproved land.
- B. Private roads within the operational area are generally owned and maintained as an easement by one (1) or more private property owners (see Civil Code section 845(b)). Such easements by use are generally recorded and defined by a title. Private road easements may be maintained by one or more property owners or by legal entities such as a Homeowner’s Association by Covenants, Conditions, and Restrictions (CCRs), a non-profit corporation, or another corporate entity.
- C. The private road right of way includes the road surface, such as pavement, gravel, or other road surface materials.

6.5 Criteria

Potential hazard trees will be identified as eligible utilizing the following criteria:

- A. The tree is rooted on a private parcel with a Right-of-Entry permit or approved public lands (including Rights-of-Way).
- B. The tree is dead or likely to die in the next five (5) years as a result of the declared wildfire, as determined by a Register Professional Forester or a Certified Arborist with a Tree Risk Assessment Qualification (TRAQ) certification.
- C. The tree is standing and, as determined by the Registered Professional Forester or TRAQ Certified Arborist, presents a hazard to the public right of-way, public improved property, or other IMT- designated eligible target. For the purposes of this Operation, to assist in the determination of whether the tree presents a hazard, the Registered Professional Forester or TRAQ Certified Arborist should consider the tree’s distance from the target pursuant to U.S. Occupational Safety and Health Administration (OSHA) criteria for establishing work areas. This OSHA standard prescribes at least two (2) tree lengths (two hundred (200) percent the height of the tree) and a greater distance where conditions make rolling or sliding of trees reasonably foreseeable, or the grade of the land the tree sits upon is such that the tree could not reach the target (on a steep slope below the target).

- D. The tree has a diameter of six (6) inches or greater, measured 4.5 feet above ground height.

6.6 Identification of Potentially Eligible Parcels

The A&M Contractor is responsible for determining which enrolled private parcels could be potentially eligible for hazard tree removal and should be inspected by a Registered Professional Forester or TRAQ Certified Arborist through a desktop review.

Parcel eligibility for hazard tree removal will be determined using the “Buffer” analysis tool in ArcGIS (or equal compatible software as directed by the County), an analytical tool that approximates which parcels are adjacent to rights of way. The result of this analysis will identify which parcels fall within the “public road buffer,” a geographic polygon extending on both sides of the centerline of the public road right of way. GIS shapefiles (or equal) identifying public roads shall be acquired from all involved local jurisdictions for this analysis unless otherwise provided or directed by the County. The buffer distance for the public roads layer(s) shall be determined based on the height-distance to target criteria plan and the expected height of trees in the area. The buffer should be applied to both sides of the centerline of the road right of way. Parcels that intersect with the public roads buffer should receive a hazard tree assessment. The IMT should appropriately consider scenarios where trees taller than the expected height are discovered and adjust assessment procedures where warranted.

6.7 Soft Start

To confirm the A&M Contractor and HTRS Contractor’s readiness to conduct hazard tree removal operations, “Soft Starts” will be conducted at two (2) milestones:

1. Start of hazard tree removal assessment.
2. Start of the hazard tree removal.

6.8 Assessment and Monitoring

Once directed to start work, the A&M consultant will perform one (1) full day of hazard tree assessments. They will also perform one (1) full day of video recording for the roadways within the burn scar. Once a full day of assessments has occurred, the A&M Contractor will provide a presentation to the County, reviewing the assessment protocols and processes and the resulting data. The County will determine whether the protocols, processes, and resulting data are sufficient to commence hazard tree assessment. If the County determines the results are insufficient, it will provide feedback and needed corrections to the A&M Contractor. The A&M Contractor will be provided five (5) working

days to make the requested adjustments unless the County determines a different timeframe is warranted. Once adjustments are made, the A&M Contractor will perform another day of work and re-present the results to the County the day following the work. The County may continue to direct adjustments until the product is sufficient to commence hazard tree assessment.

6.9 Hazard Tree Removal

All parties will be present to perform their function of the tree removal process, including, but not limited to, the pre-work site walk (referred to as the “360-degree Site Walk”), reviewing of documents via the consultant’s platform, safety area establishment, ticket issuance, roles and responsibilities of all parties, communication between all parties including the HTRS Contractor and the A&M Contractor, and traffic control.

Following the completion of the soft-start day, the A&M Contractor will provide the County with examples of the documentation collected. The County will confirm the documents collected are sufficient to commence hazard tree removal operations. If the County determines documentation is insufficient, the County may direct that the A&M Contractor make adjustments to its documentation processes and conduct an additional soft start to evidence that all requested changes have been made. All adjustments must be made within five (5) working days.

6.10 Assessment Credentials

Only a Registered Professional Forester or TRAQ Certified Arborist may perform hazard tree assessment. Additional staff may be assigned to assist in documentation, tagging, or other activities not directly related to assessing hazard trees.

6.11 Pre-Assessment Activities

An assessment team will be composed of a Registered Profession Forester or TRAQ Certified Arborist and at least one (1) Crew Leader. The assessment team will be assigned to authorized, enrolled private properties or segments of the public right of way (“ROW Segments”). The Planning Group will provide the assessment team with a daily list of enrolled private properties and/or ROW segments to assess. The assessment team will review the Right of Entry Permit (ROE) prior to entering the property, which contains the address, the corresponding assessor’s parcel number (APN), homeowner accounts and descriptions, and other pertinent site information. The assessment team will mobilize and, using the information provided in the ROE, confirm they are at the correct property. Parcel maps and GPS-equipped applications may also be used to help the assessment team confirm the property.

Prior to entering the property, the assessment team will conduct a health and safety review to communicate the site-specific emergency response plan, known or anticipated hazards (e.g., overhead lines), unusual conditions, and other information relevant to performing work on the property. The team will conduct a 360-degree Site Walk to identify additional, previously unknown hazards and mitigate them prior to entering the site.

6.12 Hazard Tree Assessment Process

The A&M Contractor shall develop and present to the County a technical methodology for identifying and assessing hazard trees. The methodology should account for all requirements herein and be used consistently throughout the operation.

Additionally, the A&M Contractor hazard tree assessment process should account for the following:

- A. Appropriate controls for ensuring all eligible targets are accounted for in the assessment.
- B. Appropriate processes for accounting for other tree mortality factors, such as drought or insect infestation, and for ensuring that only trees that are dead or likely to die in the next five (5) years as a result of the declared wildfire are marked for removal.
- C. Processes for a Modified Tree Assessment for steep slopes where standard assessment processes are impracticable or unsafe:
 - 1. GPS Coordinates will be located at the closest safely accessible area on the road to which its address or ROW segment is assigned.
 - 2. The diameter will be estimated remotely with the help of binoculars and a range finder. No photo of the tree diameter would be provided. The actual diameter of the tree will be determined when it is brought to a safely accessible area.
 - 3. No stump photo will be taken. If the tree must be brought off the slope, the arborist or TFL will take a photo of the cut face; however, no spray paint or tag will be affixed to the tree.
- D. Other scenarios in which a standard tree assessment is impracticable or unsafe.

6.13 Hazard Tree Marking Specifications

Contractor shall mark each hazard tree in accordance with the specifications provided below unless otherwise directed by the County:

- A. Three blue dots shall be painted with marking paint on the bole of the tree

at breast height in a manner such that the dots will be visible from multiple angles.

- B. A metal tag marked with both the Unique ID number of the hazard tree and a barcode connected to the Unique ID number should be affixed with a nail to the tree below the cut line (less than six inches from the ground). The metal tag should be circled with blue marking paint to ensure it is noticeable.

6.14 Boundary Trees

A “Boundary Tree” generally refers to a tree that straddles a boundary line. The Professional Land Surveyor(s) are requested to locate and mark in the field and prepare a written report regarding certain Boundary Trees with respect to the relevant boundary line(s). At a minimum, the written report from a Professional Land Surveyor of Boundary Trees should include the following elements for each tree:

- A. Tree ID
- B. General tree type (conifer, deciduous)
- C. Approximate tree diameter
- D. Property Address(es)
- E. Property APN(s)
- F. Determine the relationship of subject trees to relevant boundaries
- G. Map to scale of relevant boundary lines and tree(s)
- H. Identify the surveyor, the surveyor's address, and license number; and
- I. Identify the north reference and/or basis of bearings

6.15 Work Management Planning

Parcels will be prioritized for hazard tree removal by the County. The County may consider a number of factors when prioritizing parcels and developing work schedules to meet operational needs to ensure parcels move expeditiously through the debris process so the property owner can commence rebuilding or protecting the public. At times this prioritization may impact contractor operational efficiency. Below are example priorities that the County may elect to implement:

- A. Imminent Dangerous Trees: Parcels with trees that, in the opinion of the County or A&M Contractor, pose a more imminent risk to the public may be prioritized above others.
- B. Debris Containing Properties: These parcels have not yet been entirely cleared of debris or contaminated soil; however, the hazard trees can be safely felled if tree operations can be conducted without disturbing the debris and ash footprint.
- C. ROW Trees: ROW Trees may be prioritized by the County. These trees may be the highest priority if presenting an immediate threat to the traveling public.

6.16 Pre-Felling Inspections

The HTRS Contractor, as a California Licensed Timber Operator (LTO), is responsible for their compliance with the Forest Practice Rules. The HTRS Contractor's Registered Professional Forester (RPF) is tasked with drafting and submitting permitting and regulatory documents and oversight of all aspects of a Timber Harvest activity, acting as a lead in interpretation of the Forest Practice Rules. In this capacity, the RPF will typically oversee the placement and mapping of the Watercourse and Lake Protection Zone (WLPZ) by determining stream class, slope, and other factors; supervise or determine the mortality of dead or dying trees; work with the archaeologists, or act in their capacity to determine and put in avoidance, minimization, and mitigation measures to protect significant cultural and prehistoric sites; working with biologists, or acting in their capacity to determine and put in avoidance measures to protect endangered or threatened species, and nesting birds; work with the CAL FIRE Unit Inspector to determine the best means and methods to fell trees near sensitive resources, and enforce all other aspects of the Forest Practice Rules.

The A&M Contractor's RPF(s) is/are responsible for assisting the County in ensuring HTRS Contractor's compliance with the Forest Practice Rules and overseeing hazard tree assessment operations.

6.17 Consultant Pre-Inspection

Arborist Final Assessment

The County may request that at least forty-eight (48) hours but no more than seven (7) working days prior to the beginning of the hazard tree removal, a final hazard tree assessment will be conducted by an RPF or TRAQ Certified Arborist certification to ensure all potential hazard trees have been assessed and all marked trees meet hazard tree eligibility criteria.

Final Biological Review

The County may direct that the A&M Contractor perform a final biological review prior to felling. The need and specification for such a review are discussed in greater detail in the Environmental Protection Plan.

Data Validation

Prior to commencing hazard tree removal on each parcel or ROW segment, the A&M Contractor shall confirm that all hazard tree data and, if applicable, documented permits associated with the parcel or ROW segment are accounted for and match across all data sets. The A&M Contractor shall:

- A. Confirm the appropriate hazard tree assessment is accounted for and accessible.
 - 1) Confirm the count of hazard trees identified in the assessment matches the count of unique tree photos in the assessment.
 - 2) Confirm the count of hazard trees identified in the assessment matches the count of hazard trees on the tree sketch.
 - 3) Confirm that all exception/incidental trees are identified and noted in the tree assessment and sketch.
- B. Confirm that the count of hazards trees in the tree assessment matches the count in the approved database.
- C. Confirm that the number of tree tags associated with this APN matches the count of trees identified in the hazard tree assessment.
- D. Confirm that, if applicable, the required permits are associated with the correct APN and are documented properly in the approved database.
- E. If any of the above criteria are not met, the discrepancies should be resolved via a desktop or physical site review prior to the parcel being assigned to a tree-felling crew.

6.18 Contractor Pre-Inspection

The HTRS Contractor shall inspect the property prior to beginning tree-felling operations to determine the preferred means and methods, identify access issues, incidental trees (trees that inhibit the safe felling of eligible hazard trees), and any property owner issues or concerns. This information should be provided to the County upon completion of pre-inspection on a parcel to ensure it can be accounted for in the County and A&M Contractor's planning.

The HTRS Contractor may also be required to physically mark timber onsite prior to the operation's felling operation, such as with marking paint or flagging tape.

The purpose of this marking is to delineate what timber must be removed by the HTRS Contractor and what timber was pre-existing and will not be removed.

It is the HTRS Contractor's decision to utilize an adjacent property to fell an eligible hazard tree. Where a HTRS Contractor utilizes an adjacent property to fell, remove, or manage an

eligible hazard tree, the HTRS Contractor shall ensure the following minimum steps occur prior to commencement of felling activities:

1. Establish that a valid ROE Permit or Access ROE exists for the adjacent property.
2. Ensure all archaeological and biological protocols and protection measures are in place; and
3. Make reasonable attempts to notify the adjacent property owners. At a minimum, the HTRS Contractor (or the A&M Contractor, if requested by the County) must attempt to make contact with this adjacent property owner no less than twenty-four (24) hours before the start of work.

In making a decision to utilize an adjacent property to fell, remove, or manage an eligible hazard tree, the HTRS Contractor shall acknowledge:

Several factors including, property ownership changes, could affect the accuracy of available information relating to adjacent properties.

The A&M Contractor may not have accurate information to support the proposed activities on an adjacent property.

The HTRS Contractor bears sole responsibility for all harm resulting from its decision to use an adjacent property to fell, remove, or manage an eligible hazard tree. To minimize these risks to the HTRS Contractor, the HTRS Contractor should incorporate the potential for felling eligible hazard trees into adjacent properties into the compulsory pre-inspection protocols and provide advance notice to A&M Contractor.

A&M Contractor personnel, to the best of their abilities and knowledge, should advise the HTRS Contractor whether any of the HTRS Contractors' proposed activities could result in harm to the operation, including any available information relating to an ROE Form or the known archaeological and biological information for that immediate area. In doing so, the A&M Contractor personnel shall consider the specific circumstances where the HTRS Contractors elects to use an adjacent property with approved ROE Forms to fell eligible hazard trees. The A&M Contractor personnel shall record all pertinent information.

6.19 Pre-Work Walk (360 Degree Site Walk)

This walk is conducted by both the HTRS Contractor and A&M Contractor's TFL by walking the entire parcel to accomplish the following: Identify property boundaries, ingress and egress routes, anticipated felling techniques to be used, potential incidental trees to be taken, review the listing of eligible trees and site sketch against marked trees on-site and document changes such that it reflects what is observed, identify and mark (if not already

marked) septic tanks, wells, utility connections, and other fixed structures that could be damaged, identify drop zone and mark the area, establish traffic control, and physically mark trees which had already been assessed and determined to be eligible hazard trees which are no longer standing. For each 360- degree Site Walk, the HTRS Contractor and A&M Contractor shall agree to the number of eligible hazard trees to be felled (prior to any actual tree felling), record the number of trees actually felled, reconcile any discrepancies, and report any disputes using the Chain of Command.

6.20 Responsibilities of the A&M Contractor

Pre-Felling Documentation

The A&M Contractor shall photograph each tree immediately prior to, but no more than twenty-four (24) hours prior to, felling. This photograph must show that the tree is standing and has not been felled by others. If the tree has fallen naturally or appears to have been felled by a third party, the A&M Contractor should photograph the current condition of the tree (or stump) and notate the finding in its database.

The A&M Contractor should validate the GPS coordinates of each tree at the time of felling to ensure the coordinates reflected in the A&M contractor's database are accurate.

Post-Felling Documentation

The felled surface of each stump must be marked with the last three (3) numbers of its unique identification number with marking paint.

The A&M Contractor shall photograph each tree stump after the tree is felled. The photograph must show the tree tag and the painted number on the cut surface. Any changes in the total tree count must be documented.

A final GIS site map, which includes GPS coordinates of each tree, shall be created.

At the County's discretion, alternative forms of documentation may be followed to accommodate specific site conditions. Some examples include:

1. White paint marking an "X" for previously located stumps that have been removed during tree felling.
2. Documentary evidence captured concurrently with tree felling
3. Other assessment documentation methods that accommodate safety concerns, as determined by the County

6.21 Responsibilities of the HTRS Contractor

The HTRS Contractor's Crew supervisor will decide how the tree felling will be accomplished and inform the TFL during the 360-degree Site Walk. All trees must be felled in a safe manner and in a manner that does not impact neighboring unenrolled parcels, public infrastructure, or improved property (including underground infrastructures, such as septic tanks, utility lines, etc.).

The HTRS Contractor's Crews will fell hazard trees as identified and marked by the A&M Contractor's Arborist, and stumps will be flush cut (within six (6) inches) to existing terrain surface or as required in local government encroachment permits. No stumps will be removed unless pre- approved/directed by the County or designee.

The HTRS Contractor must ensure reasonable access is provided to the A&M Contractor to perform their tasks, as specified in these Special Provisions, or as otherwise directed by the County. Provision of this reasonable access may impact the HTRS Contractor's operational efficiency.

Felled trees and other vegetative debris will then be collected and removed from the site. In some situations, the County may direct that certain trees are lopped and scattered on-site or otherwise not removed for environmental protection or safety reasons. Trees and/or tops and limbs may be chipped directly into trucks on site, transported to a Hazard Tree Processing Yard for processing, or hauled directly to end use facilities at the discretion of the HTRS Contractor. If directed by the County, the HTRS Contractor will place no more than two (2) to three (3) inches of chipped slash on all areas greater than one hundred (100) contiguous square feet where the soil has been disturbed by the HTRS Contractor's hazard tree removal operation. The County may prescribe specific requirements for wood chipping, for example:

1. The Wood mulch shall be placed to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water,
2. The wood mulch shall be a maximum of ½ to 3 inches in length and an average thickness of 1/16 to 3/8 inches in any direction,
3. Efforts shall be made to preserve existing vegetation, if practicable.

It is expected that the HTRS Contractor will complete all necessary felling, processing, chipping, and removal activities as part of a singular operation rather than multiple discrete steps unless otherwise authorized by County. For example, the HTRS Contractor shall not split hazard tree removal crews into multiple discrete units (for example, separate wood management, tree felling, and tree removal crew). Each Hazard Tree Removal Crew must

include all required equipment and personnel to complete the full felling, processing, and removal process. Such equipment may include, for example:

1. One (1) crane or rubber tired and/or rubber tracker bucket rig
2. One to two (1 – 2) tree fallers or heavy equipment for tree falling, such as a feller buncher
3. One to two (1 – 2) laborers for processing fallen timber
4. One (1) skid steer or excavator for handling timber onsite
5. One (1) track or tow-behind chipper

Appropriate quantity of log trucks, grapple trucks, high-side dump trucks, or other trucks for removing wood material to a processing facility or end user and any equipment needed to load wood material onto trucks.

The County may approve alternate crew makeups if the HTRS Contractor evidences the need for different personnel or equipment. A Hazard Tree Removal Crew consists of between two (2) and seven (7) HTRS Contractor personnel. The HTRS Contractor is responsible for providing all necessary equipment and personnel to safely fell, process, and remove all marked hazard trees and wood materials, which may exceed the equipment and personnel listed above. No additional compensation will be provided for additional equipment or personnel.

Wood material other than chips or mulch used for erosion control shall not be left on site after the demobilization of the Hazard Tree Removal Crew. With the approval of the County, Hazard Tree Removal Crews may be permitted to work on multiple parcels concurrently (for example, the felling component of the crew may advance to the next scheduled parcel while the chipping and removal components are continuing work on the initial parcel). The County may prescribe how many parcels may be actively worked per Hazard Tree Removal Crew. However, methodologies that bifurcate felling and removal operations as a standard practice are unacceptable unless specifically authorized by the County. A Hazard Tree Removal Crew should demobilize from a parcel prior to removing all wood material only in cases where a weather standdown or other nonworking day is ordered.

6.22 Post Tree Felling and Removal Site Walk

Prior to the Hazard Tree Removal Crew's demobilization, the A&M Contractor and HTRS Contractor shall confirm the following and document on the A&M Contractor provided "tree felling, and removal site walk form/survey":

1. All marked hazard trees have been removed from the property.

2. Any marked hazard trees that fell naturally or which appear to have been felled by others are documented (i.e., pictures or other evidence), with the tag removed and the marking paint concealed (Both A&M and HTRS Contractors).
3. If applicable, tree erosion control (chips) has been applied to appropriate disturbed areas. Chipping complies with all contract specifications regarding size and depth and does not cover driveways, structure footprints, drainage features, etc.
4. If chips are not used for erosion control, hydromulch or other Forest Practice Rule BMPs shall be utilized and confirmed used for such disturbed areas.
5. No tree materials resulting from the operation remain on-site unless otherwise directed by the County.
6. If any property damage resulted from the operation, the damage is documented by the A&M Contractor as prescribed by the County.

EXHIBIT B – Budget Detail and Payment Provisions

1. INVOICING AND PAYMENT:

For services satisfactorily rendered and upon receipt and approval of the invoices, the County agrees to compensate the Contractor for completed work in accordance with the rates specified herein. Contractor agrees to submit all required invoices related to this Agreement no later than 90 (ninety) days after contract expiration.

Itemized invoices shall be submitted with one set of supporting documentation (i.e., receipts, timesheets, etc.) not more frequently than monthly in arrears to:

Community Development Department
806 South Main Street
Yreka, CA 96097

The Contractor agrees to send all preliminary invoice packages to Siskiyou County's Assessment and Monitoring Contractor prior to submission to Siskiyou County. Siskiyou County's Assessment and Monitoring Contractor provides invoice package quality assurance and examination services. The Contractor and Siskiyou County's Assessment and Monitoring Contractor shall resolve all deficiencies in the Contractor's invoice packages prior to submission to Siskiyou County.

Each complete invoice package submitted to Siskiyou County must include the below information:

- A. Contractor's company name and address
- B. Date invoice was submitted
- C. Billing Period
- D. Incident Name
- E. Specified invoice number containing a unique ID sequence. (If there is a revision due to a dispute, a new invoice number will be required upon resubmission to the County, including a reference to the original invoice number.)
- F. The overall total of invoice (Including retainage if applicable. Retention invoices must reference invoice numbers for which retention was withheld.)
- G. Contract line-item number/ID
- H. Contract line-item description
- I. Work Order No. for which the cost is authorized
- J. Change Order No., if applicable, for which the cost is authorized.
- K. Quantity of contract line item
- L. Rate of contract line item
- M. Overall total of contract line item (for services billed within invoice period)

- N. Clear scanned copies of all tickets and other supporting documents relating to costs billed. Optical Character Recognition (OCR) is preferred for all PDF formatted documents
- O. One (1) Copy of Excel format, one (1) copy of PDF format
- P. Payment Recommendation Report by Siskiyou County’s Assessment and Monitoring Contractor
- Q. Invoice Certification Statement, signed under penalty of perjury by a duly authorized representative

2. **COST BREAKDOWN:** Insert the Cost Proposal from the winning Proposer.

3. **PAYMENT WITHHOLD:** The provisions for payment under this Agreement will be subject to a ten percent (10%) withholding. Contractor acknowledges that this Agreement is subject to ten percent (10%) withholding pursuant to Public Contract Code (PCC) section 7201. The withheld payment amount will be included in the final payment to the Contractor. The 10% withheld amount will only be released upon Siskiyou County’s verification of completion of all work, to the satisfaction of Siskiyou County. Under no circumstances shall the withheld payment be released prior to Siskiyou County’s verification of Contractor’s services satisfactorily rendered.

4. **PAYMENT MILESTONES:** Partial payment before the completion of line items will not be issued. Contractors may invoice Siskiyou County only upon completion of each unit, to the satisfaction of Siskiyou County. Payment Milestones represents when Siskiyou County can verify that the Contractor has satisfactorily rendered services, subject to the “Payment Withhold” provision.

Bid Item	Bid Item Description	Payment Milestone
1a	Mobilization (Debris Crew)	Completion of pre- deployment training and complete mobilization to the satisfaction of the County
2a	NWD – Debris Crew	Upon approval of contractor’s request for an NWD
3a	Delays – Debris Crew	Upon approval of contractor’s request for a delay
4a	Property Owner Assistance	Upon written authorization by the Debris Group Supervisor

EXHIBIT C – Required FEMA Contract Clauses

If the FEMA Public Assistance Program applies to the Head Fire, the following clauses shall apply to this Agreement unless California law imposes a more restrictive standard.

A. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding *paragraph and the provisions of paragraphs (1) through (8)* in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT Compliance with the Contract Work Hours and Safety Standards Act.
1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half (1/2) times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages

shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of twenty-seven dollars (\$27) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. ***Withholding for unpaid wages and liquidated damages.*** The State of California shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 et seq.
2. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to Siskiyou County, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding one-hundred and fifty-thousand dollars (\$150,000) financed in whole or in part with Federal assistance provided by FEMA.

D. THE FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq.

2. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to Siskiyou County, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding one-hundred and fifty-thousand dollars (\$150,000) financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION CLAUSE

1. This contract is a covered a transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Siskiyou County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Siskiyou County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)

Contractors who apply or bid for an award of one-hundred thousand dollars (\$100,000) or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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 cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person 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 on his or her behalf 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 the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one-hundred thousand dollars (\$100,000) for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

 Name and Title of Contractor's Authorized Official
G. PROCUREMENT OF RECOVERED MATERIAL

1. In the performance of this contract the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>).
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

H. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Definitions

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1

Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause.

2. Prohibitions

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph 3. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions

- a. This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - b. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - 1 Are not used as a substantial or essential component of any system; and
 - 2 Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- 4. Reporting Requirement
 - a. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4.b. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - b. The Contractor shall report the following information pursuant to paragraph 4.a. of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph 4.b.i. of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- 5. Subcontracts

The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

J. ACCESS TO RECORDS

The following access to records requirements applies to this contract:

1. The Contractor agrees to provide Siskiyou County, the California Governor’s Office of Emergency Services, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the Department of Resources, Recycling, and Recovery and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

K. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

L. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

M. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

N. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.

O. AFFIRMATIVE SOCIOECONOMIC STEPS

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

P. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

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

EXHIBIT D – Abbreviations and Definitions

General. Unless the context otherwise requires, wherever in this RFP or subsequent addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section. Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he,” are utilized in these provisions for the sake of brevity and is intended to refer to persons of either sex.

Abbreviations:

ADA	Americans with Disabilities Act
ACM	Asbestos Containing Material
AHERA	Asbestos Hazard Emergency Response Act
AQMD	Air Quality Management District
APN	Assessor’s Parcel Number
BMP	Best Management Practices
CAC	Certified Asbestos Consultant
CalEPA	California Environmental Protection Agency
Cal OES	California Office of Emergency Services
CalRecycle	Department of Resources Recycling and Recovery
CARB	California Air Resources Board
CCR	California Code of Regulations
C.F.R.	Code of Federal Regulations
AM	Agreement Manager
CEQA	California Environmental Quality Act
CIH	Certified Industrial Hygienist
CM	Contract Manager
CSST	Certified Site Surveillance Technician
DFW	Department of Fish and Wildlife (California)

DOT	Department of Transportation
DMV	Department of Motor Vehicles
DROC	Debris Removal Operations Center (interchangeable with “Incident Management Team”)
DVBE	Disabled Veteran Business Enterprise
DTSC	Department of Toxic Substances Control
EPA	Environmental Protection Agency (Federal Government)
EPP	Environmental Protection Plan
FEMA	Federal Emergency Management Agency
FPR	Forest Practice Rules
FSC	Finance Section Chief
GC	Government Code
GPS	Geographic Positioning System
HAZWOPER	Hazardous Waste Operations and Emergency Response
HHW	Household Hazardous Waste
HTRS	Hazard Tree Removal Services
IC	Incident Commander
ICS	Incident Command System
ICT	Incident Command Team
IMT	Incident Management Team (interchangeable with “Debris Removal Operations Center (DROC)”)
LTO	Licensed Timber Operator
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NIOSH	National Institute for Occupational Safety and Health
OSC	Operations Section Chief
OSDS	The Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

OSHA	Occupational Safety and Health Administration
PCC	Public Agreement Code
PPDR	Private Property Hazard Tree Removal– a FEMA defined term
PPE	Personal Protective Equipment
PSC	Planning Section Chief
RFP	Request for Proposals
ROE	Right-of-Entry
RPF	Registered Professional Forester
SB	Small Business
SEMS	Standardized Emergency Management System
SOW	Scope of Work
U.S.C.	United States Code
USA	Underground Service Alert
USEPA	United States Environmental Protections Agency
UXO	Unexploded Ordinance

Definitions:

214 Forms (ICS 214 Forms): The Activity Log (ICS 214) records details of notable activities at any ICS level, including single resources, equipment, Task Forces, etc. These logs provide basic incident activity documentation and a reference for any after action report.

Agreement: The written agreement covering the performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the Standard Agreement, RFP, Exhibits, bid submittal, general and specific terms and conditions, Work Orders, and supplemental agreements, which may be required to complete the work in a substantial and acceptable manner.

Assessor’s Parcel Number (APN): The unique number assigned to each parcel of land by the county tax assessors. Refer to Site.

Assessment & Monitoring Contractor (also A&M Contractor, A&M Consultant, or Consultant): The person or persons, firm, partnership, corporation, or his or their legal

representatives or designee or combination thereof, which has entered into an Agreement with Siskiyou County to assess and monitor the Contractor(s) compliance with the Scope of Work.

Bay: Individual residence within an APN. Typically applies to mobile home/trailer park properties.

Cal EPA: The California Environmental Protection Agency.

Siskiyou County Staff: Staff of the County of Siskiyou.

Change Order: A change order is a legally binding document used to change the Agreement for revised scope of work and/or time. A valid, fully executed change order requires the signature of both Siskiyou County and the Contractor signifying mutually agreed-upon terms.

Cleanup Goal Report: The A&M Contractor shall develop a cleanup goals report based on local soil samples for each burn scar included in each Operation based on state and federal standardized environmental cleanup requirements. Scope of Work consists of collecting soil samples from across the fire impacted areas. Background levels of heavy metals are considered when determining cleanup goals to ensure that resources are not allocated to removing soil concentrations that may be above the health-based standards but are not related to the debris from the incident.

Community Costs: Operational labor, materials, and other related costs that cannot be directly attributable to any specific property as part of the operations.

Agreement Manager (CM): A person designated by Siskiyou County to manage performance under an Agreement.

Contractor: A party contracting with the awarding agency. Vendor is often used synonymously with Contractor.

Contractor's Environmental Compliance Liaison (ECL): HTRS Contractor's staff responsible for ensuring that the HTRS Contractor meets all of the environmental permit requirements and all EPP BMPs are properly implemented, as described in EXHIBIT A. The ECL shall possess a Bachelor's Degree (or higher degree) in environmental science, geography, environmental engineering, or another applicable field of science.

Contractor's Registered Professional Forester (RPF) Liaison: The Contractor's RPF Liaison will oversee, monitor, and manage the hazard tree removal operations and related activities for the Contractor, within their respective Agreement area, and make sure their

operation follows the Forest Practice Rules, all applicable timber harvest documents, and the EPP, as described in EXHIBIT A.

Hazard Tree Removal Crew: A “crew” is defined relative to a standard Hazard Tree removal crew, which includes four (4) personnel (two operators and two labor personnel), all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies. Siskiyou County may approve alternate crew makeups if the HTRS Contractor evidences the need for different personnel or equipment.

Day: Unless otherwise indicated, a “day” or “days” refers to a working day(s), Monday through Saturday.

Disabled Veteran Business Enterprise (Certified): A business that has been certified by the State of California, Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as Disabled Veteran Business Enterprise (DVBE) as defined in Military and Veterans Code 999 et. seq. and California Code of Regulation (CCR) 1896.60.

Disaster: “Disaster” means fire, flood, storm, tidal wave, earthquake, terrorism, epidemic, or other similar public calamities that the Governor determines presents a threat to public safety. (19 CCR section 2900(g))

Disaster Hazard tree Removal (SDRS) Contractor: The Contractor hired to remove disaster hazard trees under this Agreement.

Duly Authorized Representative: Means the duly authorized employee of the Contractor that has the authority to represent the Contractor and sign documents pertaining to the Agreements and submit invoices to Siskiyou County.

Easement: A legal right to cross or otherwise use another’s land for a specified purpose. An easement may be expressed or implied.

Federal Assistance: “Federal Assistance” means aid to disaster victims or local agencies by the federal government pursuant to federal statutory authorities. (19 CCR section 2900(m))

Finance & Administration Team: Siskiyou County staff responsible for finance and administration tasks related to this Agreement.

Finance Section Chief/Finance Unit Leader: Siskiyou County employee who tracks Operation-level costs and reimbursements for the operation. The Finance Section Chief/Finance Unit Leader may also serve as the Agreement Manager. One or more Deputy Finance Section Chiefs/Assistant Finance Unit Leaders may be assigned as needed.

Hazard Tree: A tree so damaged by a fire that it possesses an imminent threat of falling onto public Right- of-Way (ROW), other improved public property, or other infrastructure – as approved by the Incident Management Team (IMT). See the Special Provisions for additional criteria.

Holidays: Those days designated as State holidays in the Government Code.

Incident: See Operation.

Incident Action Plan (IAP): A formal plan which documents incident goals, operational period objectives, and the response strategy defined by incident command during response planning. It contains general tactics to achieve goals and objectives within the overall strategy, while providing important information on event and response parameters.

Incident Commander: The person responsible for all aspects of an emergency response; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved. The incident commander sets priorities and defines the organization of the incident response teams and the overall incident action plan.

Incident Command System: A standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Incident Management Team (IMT): Designated personnel who provide support to incident management at the Incident or Branch Level. Includes the Director, Planner, Debris Group Supervisor, Finance Unit Leader, and Logistics Unit Leader, and their respective designees.

Individual Property Cost: Operational labor, materials, and other related costs that can be directly attributable to a specific property for which such costs were expended as part of the operations.

Legal Holiday: See Holidays.

Lot: See Site.

LTO: Licensed Timber Operator

Notice to Proceed: A Notice to Proceed (NTP) is a notification from Siskiyou County informing the Contractor it shall begin work under the operation.

National Environmental Policy Act (NEPA): “NEPA” means the National Environmental Policy Act (Title 42 United States Code section 4321 et seq.). (19 CCR section 2900(s))

Operation: The full scope of work of Hazard Tree Removal and Hazard Tree Removal services described in EXHIBIT A and the Special Provisions. May also be referred to as “Incident” or “Project.”

Operational permits enforced by CalFire: Forest Practice Rules (FPR) under 14 CCR 1104.1(b) (Public Agency, Public and Private Utility ROW Exemption) and 14 CCR 1038(b) (10% Dead, Dying, Diseased Trees) or the NEW 2020 Exemption 14 CCR 1038(g) (Post-Fire Recovery Exemption).

Operations Section Chief: Oversees and directs all tactical staff and operations for the Hazard Tree and Hazard Tree Removal Operations throughout the Operational area. For this agreement, used interchangeably with Debris Group Supervisor (DGS).

Operations Superintendent: Reports to the Contractor’s field supervisor who is responsible for overseeing/directing and supporting multiple SDRS crews, as determined by the Project Manager.

Over Excavation: “Over Excavation” occurs when the IMT designates a property as having had an unreasonable amount of material removed for site conditions. The IMT may base an Over Excavation determination upon factors including, but not limited to, relative quantity or ratios of materials removed compared to other Operation properties, field observations, analytical data, and/or other available information.

Parcel: See Site.

Planning Section Chief: Works directly with the Incident Commander, to plan and coordinate Hazard tree Removal resources for the multiple activities throughout the Incident Management Team. For this agreement, used interchangeably with Branch Planner (BP).

Programs: The Hazard Tree Removal Program or the Hazard Tree Removal Program.

Project: Refer to Operation.

Program Manager: In addition to the responsibilities described in the Description of Work, the Program Manager is the HTRS Contractor’s representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Program Manager prior to submittal to Siskiyou County.

Property: See Site.

Public Cost Proposal Opening: A public meeting, where the sealed cost proposal is submitted by a Proposer on an advertised Operation, is opened, and a determination is made as to the apparent low proposer.

Rejected Load: A “Rejected Load” occurs when either: 1) A receiving facility refuses to accept a load as classified, or 2) the IMT designates a load as being misclassified. The IMT may base a determination of designation of a load as being “misclassified” upon factors including, but not limited to, relative quantity or ratios of materials removed compared to other Operation properties, field observations, analytical data, and other available information.

Resource Monitors: Professional staff, including Registered Professional Foresters, biologists, and archaeologists, provided by the A&M Contractor that will assist in the oversight and implementation of the EPP and Timber Harvest Documents during the Operation for the purpose of protecting the environmental and cultural resources present. Local tribal nations may also provide tribal monitors to assess for native artifacts that HTRS Contractors’ ground-disturbing activities may unearth.

Right of Way (ROW): “Right-of-way” generally means that portion of real property granted to a public or quasi-public entity to utilize said property for public street, drainage, or utility purposes.

Right-of-Way Segment: A reasonable Operational portion of a public right of way.

Right of Entry (ROE): “Right of Entry” refers to the Operational staff to access private property (parcel of land) with permission via the ROE form.

Scope of Work: The description of work required of a Contractor by the awarding agency.

Section 106: Section 106 of the National Historic Preservation Act and all associated statutes and regulations, including 36 CFR 61.

Site: A building or facility, or group of contiguous buildings or facilities with common ownership and within a single APN. A Site may include a “Property,” “Lot,” “Bay,” or “APN” as defined in this Agreement (modified, 19 CCR section 2900(gg)).

Small Business (Certified): A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC section 14837 and 2 CCR section 1896.

State Agreement Law: The Public Agreement Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

State Eligible Costs: “State Eligible Costs” means all Operation costs eligible under Government Code sections 8680 et seq., and shared costs of Operations deemed eligible for federal public assistance, after offsetting applicable credits. (19 CCR section 2900(kk)).

Stormwater Specialist: The HTRS Contractor will assign a Stormwater Specialist who is a Qualified Stormwater Pollution Prevention Plan Practitioner (QSP) and who is familiar with rural and urban applications of erosion and sediment control. The Stormwater Specialist will oversee applicable work on roads, debris sites, and support facilities, will manage NPDES compliance, and will manage the response to accidental spills. The Stormwater Specialist will also coordinate the documentation of removal, maintenance, and deployment of intermediate and final erosion/sediment control and shall record such measures in a County designated or approved database in coordination with the A&M Contractor.

Subcontractor: A person or entity which Agreements with the Contractor to perform all, or a portion of the work as specified in the Scope of Work.

Task Force: Unit and organizational element having functional responsibility for a specific activity.

Title 22 Metals: California Code of Regulation (CCR) Title 22 (also known as the California Administrative Manual {CAM-17}) metals include: antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc.

Work Authorization: See Work Order.

Workday: For the purposes of this Operation, a workday includes reasonable time required to support daily on-site Hazard Tree removal operations, including, but not limited to, health and safety briefings, beginning and end of shift briefings, and all-hands safety meetings. The IMT will determine operational hours for each operational period. Generally, the operational hours will be 7:00 AM to 6:00 PM, unless otherwise designated by the IMT. Workdays are each day from Monday through Saturday except state holidays approved by the IMT and every fifth Saturday, which shall be a Safety Stand-down.

Work Order: An Agreement document Siskiyou County uses to direct Contractors on when and where services are necessary. Work Orders detail activities to be completed within the Scope of Work, not to exceed cost, and provide a schedule for completion. The Contractor

shall not perform or undertake any work that is not indicated or addressed in a Work Order. A Work Order shall be executed according to the procedures of the “Work Authorization” clause of EXHIBIT D. The terms “Work Order” and “Work Authorization” are interchangeable.