# AGREEMENT FOR HEAD FIREHAZARD TREE REMOVAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 17th day of September 2024, by and between the County of Siskiyou , a political subdivision of the State of California, (“County”), and Anvil Builders, Inc. (“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 January 1, 2028, whichever is earlier.

1. **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.

1. **COMPENSATION**

Contractor shall only be compensated for actual services performed in a total amount not to exceed Four Hundred Forty Four Thousand Four Hundred Forty Four Dollars and Forty Four Cents ($444,444.44) as set forth in Exhibits “A”, “A1” and “B”, which are attached hereto and incorporated by reference. In the event that a property owner disenrolls from the Hazard Tree Removal program, Contractor shall only be compensated for actual work completed on the parcel, prior to the property owner’s disenrollment from the program. If Contractor has completed all hazard tree removal services required under this Agreement, and County has compensated Contractor for all work actually performed, any unspent funds remaining from the initial $444,444.44 shall remain with the County or be returned to the State for use on future wildfire hazard tree removal projects. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal or exceed the “not to exceed” amount of $444,444.44, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

1. **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.

1. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Must have combined limit of no less than $5,000,000.00.

1. Automobile Liability: Must have combined limit of no less than $3,000,000.00.
2. 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 $3,000,000 per accident for bodily injury or disease.
3. Professional Liability (Errors and Omissions): Insurance appropriate to Contractor’s profession, with a limit of no less than $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.

1. 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).

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

1. **HOLD 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.

1. **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.

1. **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.

1. **STATE AND FEDERAL TAXES**

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

1. County will not withhold FICA (Social Security) from Contractor’s payments;
2. County will not make state or federal unemployment insurance contributions

on behalf of Contractor;

1. County will not withhold state or federal income tax from payment to

Contractor;

1. County will not make disability insurance contributions on behalf of

Contractor;

1. County will not obtain workers’ compensation insurance on behalf of

Contractor.

1. **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.

1. **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.

1. **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:

Alan Guy Rick Dean, Director
Anvil Builders, Inc. Siskiyou CDD
1550 Park Ave 806 S. Main Street
Emeryville, CA 94608 Yreka, CA 96097

1. **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.

1. **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.

1. **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.

1. **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.

1. **TERMINATION AND RIGHTS UPON TERMINATION**
2. 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.
3. 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.
4. 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.
5. 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.
6. **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.

1. **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.

1. **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.

1. **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.

1. **MANDATORY AND PERMISSIVE**

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

1. **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.

1. **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.

1. **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.

1. **CONTROLLING LAW**

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

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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 D- RFP and Winning Bid Proposal; EXHIBIT C – Required FEMA Contract Clauses.

**“SIGNATURES TO FOLLOW”**

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.

CONTRACTOR: Anvil Builders Inc.

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

Alan Guy, President

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

 Richard J. Leider, Secretary

License No.: 952883

 (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. 27-3264836

 COUNTY OF SISKIYOU

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Angela Davis, County Administrator (Date)

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Natalie E. Reed, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund 2114 Org 401014 Account 723000 ACT 2078

If not to exceed, include amount not to exceed: $444,444.44

Encumbrance number (if applicable):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Diane Olson, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hayley Hudson, Risk Management (Date)

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# EXHIBIT A – Scope of Work

ANVIL BUILDERS, INC. (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 RFP Contact**

Community Development Department Rick Dean, Director
806 South Main Street Email: planning@co.siskiyou.ca.us
Yreka, CA 96097 Phone: (530) 841-2100
 Fax: (530) 841-4076

## 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.



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 |  |

## 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 as “Siskiyou County’s A&M Contractor” or “A&M Contractor.”

**Prior to Work (As Applicable)**

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

## 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.

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

**Site-Specific Health and Safety Plan**

The HTRS Contractor shall, at all times, operate equipment and perform labor safely and professionally to ensure the safety of its employees and the public.

The HTRS Contractor shall prepare a site-specific health and safety plan (H&SP). The H&SP shall address the hazards described in the Scope of Work and the Special Provisions. 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:**

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.

All site superintendents shall have appropriate experience to perform their respective tasks.

**Environmental Protection Plan (As Applicable)**

The County will prepare an Environmental Protection Plan (EPP), developed to ensure that 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.

**Forest Practice Rules Requirements**

**Timber Harvest Documents**

The 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 Registered Professional Forester (RPF).

**Hazard Tree Removal Work Plans**

The 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 Temporary Log Storage and Processing Site (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 (As Applicable)**

The 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. The Contractor shall pay connection fees, water meter fees, and use fees charged by water purveyors.

**Secure Lodging (As Applicable)**

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 local permitting and environmental requirements. 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 (As Applicable)**

The 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 (As Applicable)**

The 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.

**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.

**Required Truck Inspections**

The 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.

**Mobilization Responsibility**

The 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.

## Hazard Tree Removal Overview

The purpose of the Hazard Tree Removal operation is to protect the general public, public infrastructure on public properties, public right-of-ways, and other areas approved by the County.

The 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.

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.

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 hazard tree recovery efforts.
2. Conduct pre-inspection tasks, to include:
	1. Verify clear access to trees on each assigned property prior to sending Hazard Tree Removal Crews to the assigned property.

* 1. Determine if any trees require specialty equipment for removal and notify the Operations Section Chief (OSC) or designee prior to sending Tree Removal Crews to the assigned property
	2. 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.

**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, 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. Cut stumps flush (within 6-inches) to the existing terrain surface.

The 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 (OSC) 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 and the Hazard Tree Removal Crew will conduct the Hazard Tree Removal Interim Site Walk as described in the Special Provisions. 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 Agreement 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 Facilities**

The 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.

The 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.

The HTRS Contractor may operate or establish end-use facilities to complete the work required under this Agreement. All end-use facilities operated or established by the HTRS Contractor must have all applicable permits and be in compliance with local, state, and federal requirements regulating such facilities prior to commencing operation as an end-use facility.

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County requests 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. The 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.

The 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.

## Support Tasks (As Applicable)

The 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**

The 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.

The HTRS Contractor shall obtain and follow all encroachment permit requirements issued by the County, Caltrans, or any other agency having jurisdiction over hazard tree program-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.).

Traffic control crews shall include two (2) traffic control trained crew members, required equipment and supplies, mobilization and demobilization, and communication equipment. 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 (As Applicable)**

The 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.

The 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.

The 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 (As Applicable)**

The HTRS Contractor shall provide or create physical access to all participating parcels, which may 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.

The 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.

The 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).

The 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. The 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 (As Applicable)**

The 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.

The HTRS Contractor shall provide all training and attendance of key HTRS Contractor personnel at all relevant Incident Action Planning, Operations, and Tactics meetings.

County.

## Reporting and Tracking

The 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 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.

**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.

**Monthly Socioeconomic Affirmative Steps Report (As Applicable)**

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.

## General Expectations

**Identification of HTRS Contractor Employees**

The 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.

The 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**

The 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.

The 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.

## 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.

The 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.

The 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**

1. Timeframe: Within ten (10) calendar days of NTP
2. 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 Hazard Tree Removal Work Plan**

1. Timeframe: Within ten (10) calendar days of NTP
2. 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:
3. Description of proposed means and methods, including types of equipment to be used
4. Listing of all proposed crews, including the specific number of personnel and pieces of equipment to be assigned to each crew
5. Listing of any proposed Temporary Log Storage and Processing Site (TLSPS), and site plans for any proposed sites as described in the Special Provisions
6. Listing of proposed end-use facilities
7. Description of current engagement with CAL FIRE regarding Forest Practice Rules compliance

**Milestone 1-3: Mobilization of One (1) Hazard Tree Removal Crew**

1. Timeframe: Within ten (10) calendar days of NTP
2. 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.

## 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).

## 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.

## Special Provisions

EXHIBIT A.1 – Special Provisions provides additional requirements for the performance of 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

The purpose of these Special Provisions is to provide the HTRS 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.

## 2. Program Overview

### 2.1 Site Description

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.

### 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.

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

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.

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 Contractor and subcontractor personnel shall prepare and operate under their own Site-Specific Health and Safety Plan developed and signed by a registered safety professional.

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.

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.

### 2.6 Operation Cost Tracking

Operation costs that can be directly attributed to an individual property shall be tracked by the 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:

* Contractor Delays and Non-Workdays,
* Operational Crew Mobilization/Demobilization,
* Operation management,
* Community health and safety activities.

### 2.7 Operation Roles and Responsibilities

The hazard tree removal 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.

### 2.8 Documentation (As Applicable)

Tracking and documentation for invoice payment will be consistent with current FEMA standards for reimbursement as practicable (whether or not this is a federally funded operation).

All electronic data collected shall be compatible with existing County data management systems such as ArcGIS, ESRI products, etc. Documentation of and data related to complete operational and financial work shall be retained until twelve (12) months after the termination of the 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:
	1. Operational scheduling and project planning
	2. Public-facing information platforms such as maps and dashboards
	3. Requests for information from property owners
	4. Cost recovery requirements
2. Truck GPS Monitoring

Water Trucks, Street Sweepers, and other operational equipment deemed appropriate by the IMT will be equipped with GPS devices and/or capabilities. These devices shall be operational during the workday during the operation for safety purposes and to monitor productivity.

1. Record Truck Identification Numbers. All 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 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-contract work.

## 3. Initial Assessments (As Applicable)

The operation will follow a systematic approach to removing hazard trees. The hazard tree removal sequencing is outlined below.

1. Initial Burn Scar Areas Reconnaissance:
	1. Obtain, analyze, and evaluate background air quality to establish safe levels for the project.
	2. Identify water (dust control and street sweeping, etc.) and electrical sources and obtain permits as required.
	3. Identify equipment and material staging area.
	4. Identify hazard tree disposal and recycling options.
	5. 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.
2. Individual Property Site Hazard Tree Assessments:
	1. Assess the parcel or segment of right-of-way (ROW) for eligible hazard trees.
	2. Ensure placement of biodegradable erosion control BMPs for immediate protection of waterways, culverts, drainage inlets, etc., after hazard tree removal.
3. Hazard Tree removal
	1. Acquire necessary encroachment permits for work along public roadways from appropriate agencies, including California Department of Fish and Wildlife, Caltrans, County. City, Town, etc.
	2. Prior to any hazard tree removal activities, conduct a 360-degree Site Walk, including a review of the property owner’s ROE comments and requests.
	3. Document all 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.
4. Documentation Tracking and Consolidation
	1. Document all activities on each site, such as property owner interaction, daily truckloads, etc.
	2. Track and log each truck used and the total quantities and types of materials transported to landfill or end-use facility.
	3. Record truck's identification numbers and type of material removed by each truck from each property.

## 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 should consist of:

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;
6. 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 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 Friday, or adjusted as specified by local noise ordinances and operational needs. 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 (As Applicable)

The 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.

### 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.

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:
	1. Address/Location.
	2. Aerial map showing the active use boundaries.
	3. Uses a description of the site.
	4. A description of all uses and impacts, including if heavy equipment will be stored there, utility tie-ins, etc.
	5. 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.
	6. Provide CNDDB and ECOS Critical Habitat review.
	7. Provide documentation of a field visit with photographs and notes.
	8. 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.
	9. Provide California Historical Resources Information System (CHRIS) review.
	10. If applicable, contractors will apply for a 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.
	11. Contractor(s) shall be prepared to allow Local, State, Federal, or Tribal representatives to conduct environmental evaluations or follow up inspections.
	12. Consultation with ALL affected California Native Tribes, if any.

### 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 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 Contractor is responsible for identifying all hazard tree disposal and reuse/recycling facilities to be used during the operation.

### 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. 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.

### 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.

## 5. Site Assessment

### 5.1 Operational Soft Start

The County may direct 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.

### 5.2 Placement of BMP’s as Needed

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 what categories of trees are eligible for assessment.

1. 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.

1. Category 2 – Danger Tree: A tree on an enrolled private property that prohibits the safe operation of hazard tree removal personnel. Removal of these trees is a component of the Hazard Tree removal function and is not eligible for separate compensation.
2. Category 3 – Private Tree near Public Right-of-Way: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).

1. Category 4 – Private Tree near Private Road: 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”).

1. Category 5 – Public Property Tree: 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

1. Public roads are legally defined by recorded map and include improved and unimproved land within a public right of way
2. 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.
3. For the purpose of the Operation, the public road right of way is generally determined and validated by the local agency
4. The public road right of way includes the roadway and the adjacent improved or unimproved portion of the roadside.

### 6.4 Private Roads

1. Private roads include improved and unimproved land.
2. 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.
3. 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:

1. The tree is rooted on a private parcel with a Right-of-Entry permit or approved public lands (including Rights-of-Way).
2. 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.
3. 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).
4. The tree has a diameter of six (6) inches or greater, measured 4.5 feet above ground height.

### 6.6 Soft Start

To confirm Contractor’s readiness to conduct hazard tree removal operations, “Soft Starts” may be conducted at two (2) milestones:

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

### 6.7 Hazard Tree Removal

Following the completion of the soft-start day, the 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 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.

### 6.8 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.

### **6.9** **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.

### 6.10 Hazard Tree Marking Specifications

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

1. 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.

1. 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.

### 6.11 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:

1. Tree ID
2. General tree type (conifer, deciduous)
3. Approximate tree diameter
4. Property Address(es)
5. Property APN(s)
6. Determine the relationship of subject trees to relevant boundaries
7. Map to scale of relevant boundary lines and tree(s)
8. Identify the surveyor, the surveyor's address, and license number; and
9. Identify the north reference and/or basis of bearings

### 6.12 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 hazard tree removal process so the property owner can commence rebuilding or protecting the public.

### 6.13 Pre-Felling Inspections

The Contractor, as a California Licensed Timber Operator (LTO), is responsible for their compliance with the Forest Practice Rules. The 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.

### 6.14 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.

### 6.15 Contractor Pre-Inspection

The 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.

The 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 Contractor and what timber was pre-existing and will not be removed.

It is the 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 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 Contractor must attempt to make contact with this adjacent property owner no less than twenty-four (24) hours before the start of work.

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.

### 6.16 Responsibilities of the Contractor

The Contractor’s Crew supervisor will decide how the tree felling will be accomplished. 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 Contractor’s Crews will fell hazard trees 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.

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 from the property.. 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 Contractor. If directed by the County, the 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 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 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 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 Contractor evidences the need for different personnel or equipment. A Hazard Tree Removal Crew will generally consist 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, without prior approval of the County. 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.

### 6.17 Post Tree Felling and Removal Site Walk

 Prior to the Hazard Tree Removal Crew’s demobilization, the Contractor shall confirm the following:

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.
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 as prescribed by the County.

# EXHIBIT B – Budget Detail and Payment Provisions

1. INVOICING AND PAYMENT:
	1. 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 terms of this Agreement. Contractor agrees to submit all required invoices related to this Agreement no later than 90 (ninety) days after contract expiration.
	2. 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

* 1. The Contractor agrees to send all preliminary invoice packages to Siskiyou County’s Assessment and Monitoring Contractor prior to submission to Siskiyou County. The Contractor and Siskiyou County’s A&M Contractor shall resolve all deficiencies in the Contractor’s invoice packages prior to submission to Siskiyou County.
	2. Siskiyou County will not process incomplete invoice packages. Each complete invoice package submitted to Siskiyou County must include the below information:
		1. Contractor’s company name and address
		2. Date invoice was submitted
		3. Billing Period
		4. Incident Name
		5. 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.)
		6. The overall total of the invoice.
		7. Contract line-item number/ID
		8. Contract line-item description
		9. Work Order No. for which the cost is authorized
		10. Change Order No., if applicable, for which the cost is authorized.
		11. Quantity of contract line item
		12. Rate of contract line item
		13. Overall total of contract line item (for services billed within invoice period)
		14. 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
		15. One (1) Copy of Excel format, one (1) copy of PDF format
		16. Payment Recommendation Report by Siskiyou County’s Assessment and Monitoring Contractor
		17. Invoice Certification Statement, signed under penalty of perjury by a duly authorized representative

1. COST BREAKDOWN: Refer to the attached Cost Proposal from the winning Proposer.

1. 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.

1. 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 | Completion of pre- deployment training and complete mobilization to the satisfaction of the County. Payment for actual work done. |
| 2a  | Non-Working Days (NWD)  | Upon approval of contractor’s request for  a NWD.  |
| 3a  | Delays  | Upon approval of contractor’s request for a delay.  |
| 4a | Property Owner Assistance  | Upon written authorization from the County. |

# 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

1. 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.
2. 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.

1. 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.
2. 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.
3. 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.

* 1. 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.
1. 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.
2. 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.

1. 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.
2. 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

1. 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:
		1. Competitively within a timeframe providing for compliance with the contract performance schedule;
		2. Meeting contract performance requirements; or
		3. 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)](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

* 1. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
1. 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.

1. Prohibitions
2. 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.
3. 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:
	1. 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;
	2. 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;
	3. 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
	4. 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.
4. Exceptions
	1. This clause does not prohibit contractors from providing—
		1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
		2. 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.
	2. By necessary implication and regulation, the prohibitions also do not apply to:
		1. 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.

1. Reporting Requirement
	* 1. 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.
		2. 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.

1. Subcontracts

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

1. 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.
1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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 – RFP and Winning Bid Proposal