PLACER COUNTY RESOURCE CONSERVATION DISTRICT
REQUEST FOR PROPOSALS FOR PHASE II of the AUBURN SHADED FUEL BREAK

RELEASE DATE: August 11, 2020

CLOSING DATE: Proposals must be received by August 31, 2020

PROJECT TITLE: Auburn Shaded Fuel Break, Phase II

CONTACT PERSONS: Allison Erny, Project Manager/RPF
allison@placerrcd.org
cell: 707-318-0900

Placer County Resource Conservation District
281 Nevada Street
Auburn, CA 95603
(p) 530-390-6680

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I. SUMMARY

The RCD is seeking proposals from qualified and experienced contractors to provide all labor, materials, and equipment necessary (excluding RCD-provided tracked chipper) to carry out Phase II of the Auburn Shaded Fuel Break (Project). This Project consists of fuels reduction on approximately 138 acres of land in the form of hand removal using chainsaws, pruning, chipping, and piling of cut material. The project is split into 3 sub-areas; proposers may bid on one, several, or all areas. The RCD retains the right to award to one or more contractors to ensure that the Project is completed within the specified time frame.

The respondents are advised that the maps, scope of work, and specifications included in this solicitation are intended to be the basis for performance of the Project and for the purpose of establishing a cost proposal. The maps, scope of work and specifications were prepared by the RCD and convey the general overall scope and nature of the Project, including descriptions of the environmental mitigation and protection requirements.

Proposals must be received by 4:00pm on August 31, 2020 in accordance with the instructions contained herein. Late proposals will not be received.

The RCD estimates the total project cost to be $524,780.

Proposers are advised that this is not a sealed bid or low bid process. The RCD intends to make an award(s) using the evaluation criteria listed in the specifications to determine the proposal with the best value for the RCD.

Proposal information and documents are available free of charge on the RCD website: www.placerrcd.org

For purposes of this RFP, “District” refers to the Placer Resource Conservation District, “CONTRACTOR” refers to the submitter of the proposal, and “Project Manager” refers to RCD’s Conservation Project Manager, Allison Erny. See contact information below.
II. PROPOSAL INSTRUCTIONS

A. RFP Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>August 11, 2020</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>August 18, 2020</td>
</tr>
<tr>
<td>Final RFP Questions Due</td>
<td>August 20, 2020</td>
</tr>
<tr>
<td>Pre-Proposal Question Responses Posted</td>
<td>August 25, 2020</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>August 31, 2020</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>September 11, 2020</td>
</tr>
<tr>
<td>Contract Award and Notice to Proceed</td>
<td>September 15, 2020</td>
</tr>
</tbody>
</table>

B. Questions

Questions regarding the RFP shall be submitted by email or in writing to the Project Manager, Allison Erny, at the following address:

Placer Resource Conservation District
Attn: Allison Erny
281 Nevada Street
Auburn, CA 95603
allison@placerrcd.org.

Questions shall be submitted no later than 4:00 p.m. local time on August 20, 2020. Question responses will be posted on the RCD website (placerrcd.org) no later than August 25, 2020. Responses will also address those questions posed during the non-mandatory field visit.

C. Field Meeting

The RCD will conduct a **non-mandatory pre-proposal meeting** of the project area on August 18, 2020 beginning at 10:00 a.m. The meeting will commence at the RCD office located at 281 Nevada Street, Auburn CA 95603. Please contact the District office for details. All interested parties are requested to R.S.V.P to Allison Erny by email at allison@placerrcd.org.

D. Proposal Submission

Proposals may be submitted either:

1. Electronically: Must be received via email to Allison Erny (allison@placerrcd.org) no later than 4:00 p.m., local time, on August 31, 2020. Please cc yourself as verification of submittal.

2. By hardcopy: One original and two copies must be received no later than 4:00 p.m. by August 31, 2020 at the RCD office at 281 Nevada Street, Auburn CA, 95603. Please call the Project Manager, Allison Erny, if you plan to drop off your proposal in person at the office.

Faxed or late proposals will not be accepted. It is the responsibility of the proposer to assure that the Proposal is received prior to the deadline date and time. Proposals received after the submission deadline will not be accepted and will be returned unopened. Any changes to this RFP are invalid unless specifically modified by the RCD and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the RCD’s copy shall prevail.
E. Proposal Format

The proposals must be in an 8 ½ X 11 format, may be no more than a total of fifteen (15) pages, single-sided. NOTE: A single sheet cover letter, dividers, any attachments included in this RFP which are required to be submitted with the proposal, cost proposal, insurance, licensing documents, and Addenda acknowledgments do NOT count toward the fifteen (15) page limit. Proposals that do not furnish information organized according to the format or do not include the content specified in this RFP may be rejected as non-responsive.

F. Required Proposal Content

Cost Proposal: The Cost Proposal will be submitted. Estimated quantities are based upon the best available information at the time of advertisement of the RFP. The RCD estimates the total project cost to be $524,780. Proposers must acknowledge and affirmatively indicate that they can provide such services within this amount.

The respondents are expected to identify the cost to complete the work and provide firm unit costs as identified in the attached Schedule of Items/ Cost Proposal Form for each Item specified. The actual quantities required may fluctuate up or down, and the unit prices proposed by each respondent shall remain firm and shall not be negotiated. All unit prices shall include all necessary overhead and profit. Items not listed in the schedule of values such as preparation and submittal of necessary permits, profit, etc. shall be distributed throughout the respondent’s unit process for the items listed. The respondent must submit pricing as requested in the RFP.

Project Methodology: Proposers shall describe the methodology to be used to accomplish the tasks required for the scope of services. The RCD relies on the professional expertise and competence of the selected CONTRACTOR and expects the CONTRACTOR to be knowledgeable of the specific services identified in the scope of work and to include in its proposal all tasks required to implement the scope of services.

Approach, Staffing, Work Plan, Schedule: Provide an overview of your understanding of the services to be provided and your approach to the work, including but not limited to equipment to be utilized, staffing requirement expectations, outside agency coordination required, and any other items the firm feels necessary to demonstrate the firm’s proposed strategy to complete the project. The approach shall include the proposed work plan and schedule for accomplishing the work.

Experience, Qualifications, and References: Provide a general description of the firm’s experience and qualifications related to fuels reduction work of similar scope and complexity for local agencies. Provide an organizational chart and concise resumes of key staff and subcontractors indicating the names and roles of staff and subcontractors and their experience. Provide contact information for at least two references who oversaw past projects with a similar scope of work. Photographs of other projects completed are helpful but not required.

Insurance Certificates: Provide copies of insurance certificates reflecting the requirements outlined in the Sample Agreement (Exhibit C).

Licenses: Provide proof of California Business License and Contractor’s License.

G. Evaluation Process

An evaluation committee will evaluate all proposals received for completeness and the proposer’s ability to meet all specifications as outlined in this RFP. The following evaluation criteria and weight of importance shall be used in evaluating and selecting a CONTRACTOR(s). Cost proposal criteria points will be awarded on a relative scale as described below.
### Evaluation Criteria

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Proposal</td>
<td>45</td>
</tr>
<tr>
<td>Experience, Qualifications, and References</td>
<td>25</td>
</tr>
<tr>
<td>Project Methodology</td>
<td>20</td>
</tr>
<tr>
<td>Approach, Staffing, Work Plan, and Schedule</td>
<td>10</td>
</tr>
<tr>
<td>Proof of Insurance</td>
<td>Y/N</td>
</tr>
<tr>
<td>Proof of California Business License and Contractor’s License</td>
<td>Y/N</td>
</tr>
</tbody>
</table>

### H. Award of Contract

The RCD may reject any and all proposals and re-issue this RFP. The RCD may choose to award one or more contractors to service any portion of the project. The RCD may waive any minor irregularities or immaterial defects in a proposal. The RCD reserves the right to request additional written or oral information from proposers to obtain clarification on their proposals. All proposals become the property of the RCD. All costs associated with development of the proposal in response to the RFP shall be the sole responsibility of the proposers and shall not be charged in any manner to the RCD.

The contract shall be awarded by September 15, 2020.
III. PROJECT BACKGROUND AND OBJECTIVES

The entire project covers portions of T13NR8E Section 35 and T12NR8E Sections 2, 10, 11, 14, 15, 22, and 27. The total project area is a minimum 400-foot strip of treated acreage that spans approximately six miles. Total project acreage is around 303 acres, and 120 of these acres were treated in 2019. The project area to be treated in Phase II is 138 acres of federal land owned by the U.S. Bureau of Reclamation (BOR) and managed by California State Parks. The exact area to be treated will depend on topographic and environmental variables, as well as analysis of cost.

The Auburn Shaded Fuel Break (ASFB) is a cooperative partner effort to strategically reduce fuels along the American River canyon rim that borders the city of Auburn and neighboring lands within the State Responsibility Area. The ASFB is a key project identified in the Placer County Community Wildfire Protection Plan, the CALFIRE NEU Unit Fire Plan, and the Placer County Local Hazard Mitigation Plan. The project shall be implemented with the purposeful intent to promulgate the State’s Fire Plan and the National Cohesive Strategy goals and objectives. The ASFB supports these goals by implementing a landscape-level project that demonstrates cross jurisdictional cooperation for fuel modification in a high fire hazard area of the State within existing statutory and regulatory frameworks.

This project will consist mainly of understory treatments to create a contiguous fuel break between wildland and neighborhoods of Auburn and surrounding communities. The proposed fuel break is intended to primarily prevent the spread of wildfire from the North Fork of the American River canyon to the Wildland Urban Interface (WUI) located to the west of the canyon. A wildfire originating in the canyon would pose a severe threat to the city of Auburn, which supports a population of at least 14,000. The project also aims to facilitate long-term stewardship through practices such as continued hand treatment, mechanical treatment, herbicide, grazing, and prescribed fire.

Specific Project objectives include:

1) Use a collaborative approach between multiple parties to create fire resilient and fire-adapted landscapes between the North Fork American River canyon and the community of Auburn
2) Create a defensible location to be used by fire suppression resources to reduce wildland fire hazard and increase fire crew safety. This is accomplished by reducing horizontal and vertical continuity of fuels to create a vegetative arrangement where wildfire reduces intensity as it burns into the shaded fuel break (ground fire is the target fire behavior within the treated area),
3) Reduce hazardous fuels such as trees, shrubs, brush, and other vegetative growth within the project area as prescribed,
4) Protect communities, infrastructure, and forest resources within the WUI,
5) Conduct vegetation prescriptions to reduce fire hazard, improve tree growth, and increase forest resiliency;
6) Conduct vegetation prescriptions to reduce the rate of spread, duration and intensity, and fuel ignition of crowns;
7) Retain or enhance ecosystem processes compatible with the fuel hazard reduction prescription;
8) Utilize the project as an educational opportunity to increase community awareness associated with living in a WUI
IV. SCOPE OF WORK

All project work shall be accomplished by hand crews using mechanical equipment (chainsaws). Hand work shall be followed up with chipping and/or pile burning as determined by the Project Manager and BOR on a case-by-case basis. Pile burning will be prioritized in areas where invasive species are a significant issue or where topography precludes effective use of the tracked chipper. Commercialization of forest products under this project is not allowed. Slopes within the project area may be as steep as 60%. Sensitive environmental and ecological resources including pre-historic and historic cultural sites, habitats of special status wildlife and plant species, and riparian zones shall be avoided or appropriate mitigation measures to minimize adverse impacts shall be implemented (see item E – Best Management Practices).

A. PROJECT AREAS

The District has identified treatment units encompassing 138 (+/-) acres that would meet the objectives of this project. See Exhibit B: Project Area Maps.

- Unit A: 44.5 Acres  
- Unit B: 46.5 Acres  
- Unit C: 47.1 Acres

CONTRACTOR may submit a bid for a single unit or all three units. Proposals can also include a cost proposal for the entire area AND for each individual area if CONTRACTOR would be willing to accept a contract for a single area.

B. TREATMENT PRESCRIPTIONS

CONTRACTOR equipment may include the use of mechanical and hand tools as described below. With the exception of the RCD-owned tracked chipper, CONTRACTOR shall furnish fuel and all supplies for equipment maintenance. Equipment shall be cleaned before entering the Project area to prevent spread of noxious weeds and pathogens. Equipment should be free of leaks, in good operating condition, and have spark arresting equipment or a supercharger. The project area is delineated by fluorescent orange flagging. Watercourse protection zones will be delineated in blue flagging (refer to Item F for watercourse protections). The following treatments shall be applied throughout the project area. Refer to Exhibit B: Project Area Maps for treatment intensities and locations for piling of cut material.

NOTE: treatments may be modified by the Project Manager to reflect on-the-ground conditions.

1. Hand Thin
   Hand thinning should be accomplished by a hand crew with chainsaws, string trimmers, pole saws, weed whackers, and loppers as necessary. The use of heavy equipment (i.e. tracked masticator) is not permitted. Project specifications are as follows:

   a) Understory Fuels

   - Brush and other understory fuels above 1 foot in height shall be removed. Individual plants or pairs of plants may be retained if horizontal separation between plants is at least 3 to 5 times the height of the residual plants.

   - Non-native species (olive, fig, broom, etc.) will be targeted for removal.

   - If brush is retained, only young plants less than 5 feet tall and individual plants or plant pairs that are less than 5 feet wide shall be retained.
• The order of native brush to be retained by species is as follows (in descending order):

Dogwood
Redbud
Toyon
Buckeye
Coffeeberry
Lemmon ceanothus
Buck brush
Whitethorn
Deer brush
Manzanita
Chamise
Yerba Santa
Poison Oak
Scrub oak

• All dead understory trees/brush shall be removed.

b) Overstory Fuels

• Trees 6 inches DBH and below may be removed to create horizontal and vertical separation of residual trees.

• A thin-from-below tactic will be employed, meaning that smaller trees will be removed and larger, more vigorous trees shall be retained. The ideal spacing between residual trees is 20 feet between trunks or 8-15 feet between tree crown driplines.

• All vegetation within the driplines of residual trees shall be removed.

• After ensuring appropriate spacing, the order of trees below 6 inches DBH to be retained by species is as follows (in descending order):

  Coniferse Cedar

Sugar pine
Ponderosa pine
Douglas-fir
Knobcone pine
Gray pine
White fir
Incense Cedar

  Hardwoods:

Valley Oak
Big leaf maple
Blue oak
Black oak
Madrone
Live oaks

• Trees over 6 inches DBH may be removed on a case-by-case basis as approved by the Project Manager.

• Dead trees (snags) shall generally be removed. Snags that are 18 inches DBH or larger and not more than 30 feet in height which are not capable of reaching a road, trail, or structure shall be retained IF the snag is at least 100 feet from another snag that meets the same criteria.
c) General Instructions

- Trees and brush shall be cut as close to the ground as possible. Residual brush stumps shall not be taller than 4 inches. Residual tree stumps should be as low as possible, but not taller than 6 inches.

- All cut vegetation shall be kept within the project boundaries. Vegetation falling into ditches, streams, roads, road banks, private property, or trails shall be immediately removed.

2. Pruning

All residual trees shall be pruned to a height of 8 to 10 feet. If limbs of trees are touching the ground but emerge from the bole above 10 feet, these limbs shall be removed. The live crown ratio of residual trees shall not be reduced to below 50% of the original canopy.

3. Chipping

The majority of cut material shall be fed into a tracked chipper provided and operated by the RCD. Chips shall be broadcast in the understory away from trails, roads, and streams. Hauling of cut material out of stream zones to be chipped and broadcast is required (see Item F – watercourse protections). Chips shall not be broadcast into the water or dry channel of any stream. Existing dead/down woody material that exceeds a height of 18 inches from the ground shall also be chipped. If there is an area where material cannot be chipped due to topographic variables, safety, environmental barriers, etc., CONTRACTOR shall alert the Project Manager and the material will be considered for piling instead.

4. Piling

Steep areas or areas with heavy populations of invasive species (i.e. scotch or french broom) may be more suited to piling of cut material for burning at a later date. Burning of piles is not included in this request for proposals. Piles shall be built only in those areas where invasive species preclude the use of chipping, or where challenges in slope, topography, or environmental compliance preclude the use of the tracked chipper. Piles shall not exceed 6x6x6 feet and shall be created in areas where they do not pose a threat of igniting residual overstory trees. Piles shall not be created within stream buffer zones (see item F – watercourse protections).

C. Identification of Protected Species or Other Critical Resources

There are no known protected species within the project area. However, with all environmentally sensitive areas, identification and avoidance during project implementation is important. Should any sensitive resources, such listed species or archaeological resources, be found during project implementation, work in the affected area shall cease and the Project Manager shall be notified immediately.

CONTRACTOR shall comply with all applicable federal, state and local laws, regulations and policies governing the funds and scope under this agreement.

D. Inspections

RCD will conduct inspections will ensure that the services are acceptable. Inspections do not relieve the CONTRACTOR of the responsibility for maintaining quality control. Compliance inspections will be made on a sporadic basis. Such inspections are not final, and do not constitute acceptance by the District. Final inspections for payment will be made on completed items only. CONTRACTOR is encouraged to break the job out into logical
measurable units.

E. Best Management Practices (Standard Operating Procedures)

Exposure to Smoke, Dust and Fumes:
- If required, CONTRACTOR may have to prepare storm water erosion control plan(s) and obtain any permits for staging areas, debris management sites, or any other activity associated with this contract.
- Dust abatement measures including watering shall be implemented at the direction of the supervising RPF. No dust suppressing chemicals are permitted.
- Vehicle speeds shall be limited to 15 miles/hour on dirt roads and surfaces.
- No visible dust transport shall be permitted outside of project boundaries. Operations shall be suspended at the direction of the supervising RPF if that occurs.
- All equipment shall conform to California emission standards.

Impacts on Special Status Species:
- There are no known occurrences of special status species within the project area.
- In the event that a special status species is found within the project area, the Project Manager shall be notified immediately and take or harassment shall be avoided through implementation of buffers and/or limits on location and timing of operations as recommended by the Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

Impacts on Cultural Resources:
- Due to the lack of use of heavy equipment, fuels reduction operations are not expected to have a significant negative impact on cultural resources within the project area. The tracked chipper is not considered to be heavy equipment.
- If operations discover previously unknown prehistoric sites, operations shall cease within 100 feet of the site. The Project Manager shall be notified immediately.

Watercourse Protections:
All streams and riparian vegetation shall be protected through implementation of Watercourse and Lake Protection Zones (WLPZ). Protections are as follows:
- Class II streams (other aquatic wildlife present):
  - 50 ft. buffer if side slopes <30%, 75 ft. buffer if side slopes between 30% and 50%, 100 ft. buffer if slopes >50%, flagged in BLUE
  - No equipment may enter the zone except on existing roads and trails. Vegetative material shall be hauled by hand out of stream protection zones to be chipped.
  - No overstory fuels shall be removed within the zone.
  - Residual trees shall be pruned to a height of 8-10 feet.
  - Treatment of the understory shall not reduce vegetative cover below 50%
  - Dead fuels ≤5 inches in diameter shall be removed
- Class III streams (capable of sediment delivery to class II) and Class IV streams (manmade waterways, including canal):
  - 25 ft. buffer if side slopes <30%, 50 ft. buffer if side slopes >30% flagged in BLUE
  - No equipment may enter the zone except on existing roads and trails. Vegetative material shall be hauled by hand out of stream protection zones to be chipped.
  - The full fuel break prescription shall be implemented within these zones.
- No equipment operations shall be permitted on slopes of 45% or greater if the slope is continuous to a watercourse unless approved by the Project Manager.
- No equipment operations are permitted on saturated soils, as determined by the Project Manager. Saturated soil conditions may be indicated by potential for significant sediment discharge or equipment inoperability under its own power.
• No piles shall be created within protection zones for any stream
• The CONTRACTOR is required to remove processed material from roadside ditches where it impedes flow or any water conveyance systems.
• No drafting of water from natural watercourses is permitted.

Noise:
• Hours of operation will be limited to the hours of 7 a.m. to 6 p.m. to minimize the potential for noise impacts on residences and recreation sites near and within the project area.
• If necessary, equipment operations around occupied wildlife habitats such as nest sites shall be subject to restrictions on timing and location.
• To the degree possible, stationary noise producing equipment shall be located as far as possible from sensitive receptors.

Transportation and Traffic:
• If project activities are expected to take place on or near public roads and trails, warning signs shall be posted in work areas to alert oncoming traffic and recreational users to the safety hazards associated with the operation.

Cumulative Impacts:
• To the degree possible, the locations and timing of project activities shall be coordinated with projects on neighboring lands to avoid simultaneous impacts on noise, air quality and traffic. The supervising RPF shall advise the CONTRACTOR on any limitations on operations to avoid cumulative impacts.

Other Issues:
• Project boundaries are clearly flagged in fluorescent orange. Work shall not occur outside of project boundaries. If there is a question on location of project boundaries, CONTRACTOR shall contact the Project Manager prior to working in an area where the boundary is not clearly delineated.
• Existing invasive plant infestations may be treated to reduce their extent or potential for spread. Preventative measures, including cleaning of equipment prior to entering a weed-free site and worker education, shall be implemented to minimize the probability of new infestations.
• CONTRACTOR is responsible for ensuring protection of residual trees, structures, property improvements, fences, power lines/other utilities, and recreational areas including but not limited to: roads, trails, and signage
V. GENERAL CONDITIONS

A. It is not the intent of the specifications to cover each and every detail. Any problems that may arise must be promptly reported to the RCD and shall be subject to the decision of the RCD. The CONTRACTOR is expected to carefully examine the size and scope of the proposed work prior to submitting a proposal. The CONTRACTOR certifies they have checked carefully all the quantities, specifications, and maps, and understands that the RCD shall not be responsible for any errors or omissions on the part of the proposer in compiling and submittal of this proposal.

B. The CONTRACTOR agrees that they will provide the materials and/or perform the work herein under the terms and conditions set forth in the awarded contract and/or purchase order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, licenses, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other Contract documents. All costs incidental to these requirements will not be paid for separately but shall be included in the work, including testing, if needed. CONTRACTOR shall be responsible to pay all costs for permits, licenses, fees and insurance which may be required to perform the work required.

C. Proposer shall provide proof of insurance coverage as described in the Sample Agreement attached hereto.

D. The CONTRACTOR certifies by signing and submitting his or her proposal that to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The CONTRACTOR also agrees by submitting proposal that the required language of this certification shall be included in all lower-tier subcontracts which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

E. Boundary and/or cross fences must not be damaged, and chips or debris must not be propelled onto the neighboring lands. No woody material is to be left on or piled up against fences.

F. Roads, trails, and other improvements, including but not limited to gates, fences, culverts and/or drainage structures, or signs damaged by CONTRACTOR shall be repaired to a like or better condition as that found prior to the start of work. Repairs may include repairing or replacing drainage control features. Significant damage to existing roads, trails or other improvements, caused by CONTRACTOR, must be repaired by CONTRACTOR at CONTRACTOR’s expense within ten (10) working days of notification by the RCD.

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G. Soil disturbance shall be as minimal as possible. Operations shall cease before causing damage that will result in soil erosion or compaction.

H. The work site should be left in a safe manner at the end of every workday, and the CONTRACTOR will take all reasonable precautions to avoid injury to the public.

I. Before daily acceptance, all areas occupied by the CONTRACTOR in connection with the work shall be cleaned of all CONTRACTOR’s garbage, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.

J. Coordinate all work as necessary to complete the project, avoid damages to utilities and maintain utility service with each affected utility company.
EXHIBIT A
Schedule of Items/ Cost Proposal Form

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION (Vegetation Treatment Prescription)</th>
<th>UNIT (ACRES +/-)</th>
<th>UNIT PRICE ($/ac)</th>
<th>TOTAL PRICE ($/AC)</th>
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<tr>
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<td>44.5</td>
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<tr>
<td>Unit B</td>
<td></td>
<td>46.5</td>
<td></td>
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<tr>
<td>Unit C</td>
<td></td>
<td>47.1</td>
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Auburn Shaded Fuel Break - UNIT A
44.5 Acres
From Foresthill Bridge South to Old Foresthill Rd.
Auburn Shaded Fuel Break - UNIT B
46.5 Acres

Treatments

- Heavy Handwork & Chipping (Unless Mapped as Pile) - 35.2 Acres
- Moderate Handwork & Chipping - 3 Acres
- Light Handwork & Chipping - 8.3 Acres
- Pile Cut Material
- Work Completed

- Class I Stream
- Class II Stream
- Class III Stream
- Auburn SRA Trail
- Roads

Draw by: A. Erny 7/14/2020
Auburn Shaded Fuel Break - UNIT C
47.1 Acres

Treatments

- Heavy Handwork and Chipping (Unless Mapped as Pile) - 10.2 Acres
- Moderate Handwork and Chipping - 14.8 Acres
- Light Handwork and Chipping - 22.2 Acres
- Pile Cut Material
- Work Completed
- Class I Stream
- Class II Stream
- Class III Stream
- Canal
- Auburn SRA Trail
- Roads

Drawn by: A. Erny 7/14/2020
EXHIBIT C
Agreement between the RCD and CALFIRE.
Elisa Noble  
Placer County Resource Conservation District  
11661 Blocker Dr. #115  
Auburn, CA 95603

5GG17184; Auburn Shaded Fuel Break

This agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Elsa Hucks at (530) 889-0111 x127 if you have questions concerning services to be performed. 
Please contact Bobby Nguyen at (916) 651-6620 if you have any administrative questions or concerns.

1. ☐ Full grant agreement including terms and conditions, addendum, grant application form, scope of work, budget, and map enclosed. Print (single sided) and return three (3) sets of agreements with original signatures in blue ink. In addition, please return the attachment(s) below, as applicable to your organization, to be received by CAL FIRE no later than November 30, 2018.

   ● Attachment 5 – Std. 204 Payee Data Record [http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf]
   ● Attachment 7 – Board Resolution or Attesting Document granting authority to sign (non-profit and local entity applicants)

   Return all originals and requested documents for further processing to:
   Department of Forestry and Fire Protection  
   Attention: GMU/CCI FP  
   P.O. Box 944246  
   Sacramento, CA 94244-2460

2. ☒ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Bobby Nguyen  
Grants Analyst  
Grants Management Unit

Enclosures
CC: Joy Tucker  
Elsa Hucks  
Stella Chan

Page 20 of 68

“The Department of Forestry and Fire Protection serves and safeguards the people and protects the property and resources of California.”
APPLICANT: Placer County Resource Conservation District
PROJECT TITLE: Auburn Shaded Fuel Break
GRANT AGREEMENT: 5GG17184

PROJECT PERFORMANCE PERIOD IS from Upon Approval through March 15, 2022. Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: Project is a shaded fuel break that is a cooperative partner effort to strategically reduce fuels along the American River canyon rim that borders the City of Auburn and neighboring SRA lands.

Total State Grant not to exceed $1,998,761.00 (or project costs, whichever is less)

*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

Placer County Resource Conservation District
Applicant

By: 
Signature of Authorized Representative
Title: Executive Director
Date: 11/27/18

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

By: 
Title: Dennis Mathisen, State Fire Marshal
Date: 12/17/18

CERTIFICATION OF FUNDING

<table>
<thead>
<tr>
<th>AMOUNT OF ESTIMATE FUNDING</th>
<th>GRANT AGREEMENT NUMBER</th>
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<tr>
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<th>FISCAL YEAR</th>
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<td>14, 249</td>
<td>2017</td>
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<th>B.R. NO.</th>
<th>INDEX</th>
<th>OBJ. EXPEN D</th>
<th>PCA</th>
<th>PROJECT/WORK PHASE</th>
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<tbody>
<tr>
<td>FY 17/18</td>
<td>9212</td>
<td>418</td>
<td>91015</td>
<td></td>
<td>VENDOR# 822200-13</td>
</tr>
</tbody>
</table>

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

Page 21 of 68
TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as “STATE” and Placer County Resource Conservation District, hereinafter referred to as “GRANTEE”.

2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as “GRANT FUNDS”) not to exceed One Million Nine Hundred Ninety Eight Thousand Seven Hundred Sixty One Dollars ($1,998,761.00).

3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
   b. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
   c. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to Chapter 249, Statutes of 2017 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.

2. As precedent to the State’s obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California’s natural environment produced with the use of GRANT FUNDS shall be available for public use.
III. GENERAL PROVISIONS

1. Definitions

   a. The term “Agreement” means grant agreement number 5GG17184.
   b. The term “GRANT FUNDS” means the money provided by the STATE to
      the GRANTEE in this Agreement.
   c. The term “GRANTEE” means an applicant who has a signed Agreement for
      the award for GRANT FUNDS.
   d. The term “Other Sources of Funds” means all matching fund sources that
      are required or used to complete the Project beyond the GRANT FUNDS
      provided by this Agreement.
   e. The term “STATE” means the State of California, Department of Forestry
      and Fire Protection (CAL FIRE).
   f. The term “Project” means the development or other activity described in the
      “Project Scope of Work”.
   g. The term “Project Budget Detail” as used herein defines the approved
      budget plan.
   h. The term “Project Scope of Work” as used herein means the individual
      scope of work describing in detail the approved tasks.

2. Project Representatives

   The project representatives during the term of the agreement will be:

<table>
<thead>
<tr>
<th>STATE: CAL FIRE</th>
<th>GRANTEE: Placer County Resource Conservation District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section/Unit: NEU - Nevada-Yuba-Placer Unit</td>
<td>Section/Unit:</td>
</tr>
<tr>
<td>Attention: Elsa Hucks</td>
<td>Attention: Elisa Noble</td>
</tr>
<tr>
<td>Mailing Address: 13760 Lincoln Way Auburn, CA 95603</td>
<td>Mailing Address: 11661 Blocker Dr. #115 Auburn, CA</td>
</tr>
<tr>
<td>Phone Number: (530) 889-0111 x127</td>
<td>95603</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:Elsa.Hucks@fire.ca.gov">Elsa.Hucks@fire.ca.gov</a></td>
<td>Email Address: <a href="mailto:elisa@placercountyrcd.org">elisa@placercountyrcd.org</a></td>
</tr>
</tbody>
</table>
Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.

b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.

c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE’s discretion.

d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.

e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within 18 months from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and
marking property or project boundaries, contacting and signing up landowners, etc.).

f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.

g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.

4. Project Costs and Payment Documentation

a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.

b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Attachment 3 – Final Project Budget, and made a part of this Agreement.

c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.

d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice

e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.

f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.

g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.

h. GRANTEE shall submit each invoice for payment to:

    California Department of Forestry & Fire Protection
    Attention: Elsa Hucks
    13760 Lincoln Way
    Auburn, CA 95603

i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.

    • GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
    • GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
Multiple advance payments may be made to a GRANTEE over the life of a project.

No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.

All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE’s satisfaction before another advance payment will be made.

Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.

Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

a. If STATE funding for any fiscal year is reduced or deleted for purposes of the California Climate Investment Fire Prevention Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.

b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.

c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed
using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.

b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.

c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.

d. GRANTEE shall use any generally accepted accounting system.

8. Project Termination

a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.

b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

9. Hold Harmless

a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE’s right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

10. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:
The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

12. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

13. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

14. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

15. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.
ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California’s Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.

2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.


4. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.

5. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.

6. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage: https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials.
III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the “California Climate Investments” program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

   “Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

   “The Auburn Shaded Fuel Break Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”
1. Project Tracking #: 17-FP-NEU-0090  
Project Name/Title: Auburn Shaded Fuel Break  
County: Placer  
CAL FIRE Unit/Contract County: NEU - Nevada-Yuba-Placer Unit  

2. Organization Type: Other  
If Other, please specify: special district  
If Non-Profit, are you a registered 501(c)(3)? Yes  
Fire Protection Provider: Multi-jurisdictional  

3. Sponsoring Organization: Placer County Resource Conservation District  
Project Manager: Title: Executive Director  
First Name: Elisa  
Last Name: Noble  
Address 1: 11661 Blocker Dr. #115  
City: Auburn  
State: California  
Zip Code: 95603  
Phone Number: 530-217-6259  
Email Address: elisa@placercountyrcd.org  
Fax Number: 

4. For which primary activity is funding being requested?  
Fuel Reduction  

5. Grant Period: Please provide the estimated start date and completion date for your project. Projects MUST be completed by March 15, 2022. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.  
Project Start Date: 10/1/2018  
Project Completion Date: 03/15/2022
6. **Project Location:** Identify a central point that identifies the general area of project activities. Enter the information in NAD 83 - degrees, minutes and seconds in whole numbers. Enter Longitude as a positive number.

A **REQUIRED** component of the application is the usage of the Fire Prevention Grant Project/Treatment Area Mapping Program. The mapping program and directions can be found here: [http://calfire.ca.gov/fire_prevention/firepreventiongrants](http://calfire.ca.gov/fire_prevention/firepreventiongrants)

<table>
<thead>
<tr>
<th>Latitude</th>
<th>N</th>
<th>38° 53´ 30´´</th>
<th>Longitude</th>
<th>W</th>
<th>121° 3´ 41´´</th>
</tr>
</thead>
</table>

Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. For planning or public education projects, use a central point in the WUI for the general area covered by the project.

Please attach a Project map in PDF format with geographic information describing your project location. The map should show the surrounding area in relation to the project. **File naming convention:** Features should be named with the Tracking # and Feature Type. **Example:** 17-FP-UUU-XXXX-MAP.pdf

"**Project Area**" is the general area where project activities will reduce wildfire risk and/or damage. All projects must have a project area. For planning or public education grants or other projects that don't have well-defined boundaries, provide a map that generally covers the area. For example, for a county-wide public education project, the map should identify the populated portion of the WUI in the county.

7. **Project Area Statistics:**
For all projects, give an estimate of the project area size and include an estimate of the number of habitable structures impacted by the project. Provide the size of the treatment area for projects that include fuels treatment.

<table>
<thead>
<tr>
<th>LRA</th>
<th>FRA</th>
<th>SRA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Habitable Dwellings (# of dwellings):</td>
<td>1,848</td>
<td>1</td>
</tr>
<tr>
<td>Project Area (acres):</td>
<td>58.74</td>
<td>293.485</td>
</tr>
<tr>
<td>Fuels Treatment Area (acres):</td>
<td>58.74</td>
<td>293.485</td>
</tr>
</tbody>
</table>

8. **SRA Fire Hazard Severity Zones (FHSZ):**

Please provide an approximate number of acres or percentage of the project area in each zone.

<table>
<thead>
<tr>
<th>FHSZ Rating</th>
<th>Acres</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very High</td>
<td>10</td>
<td>20%</td>
</tr>
<tr>
<td>High</td>
<td>40</td>
<td>80%</td>
</tr>
<tr>
<td>Moderate</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Non SRA (Federal or Local Area)</td>
<td>352</td>
<td>0%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>403</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

**Acres Note:** Total acres must be the same as Item 7 Project Area (Acres).  
**Percent Note:** Total % must be 100%
9. Limiting Factors:
Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R’s); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

☐ If checked, describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

10. Timber Harvest Plans:
For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

☐ If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

THP ID Number:

11. Communities at Risk:
Is the project associated with a community that is listed as a Community At Risk?
See http://osfm.fire.ca.gov/fireplan/fireplanning_communities_at_risk.php  ☑ Yes  ☐ No

If yes, what is the name of the community(ies)? If none, enter "none".
Auburn, North Auburn, Bowman, Ophir, Newcastle

Number of Community(ies) at Risk: 38

12. Disadvantaged/Low Income Community(ies):
Does the project contain a Disadvantaged and/or Low Income Community?
See https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm  ☑ Yes  ☐ No

If yes, select all that applies:
☐ Disadvantaged  ☑ Low Income  ☐ Both  ☐ Buffer Zone

13. Describe how your proposal would reduce the total amount of wildfire (and thereby reduce wildfire emissions) around communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits. (limited to space provided):

This project is strategically placed along the canyon rim to hamper potential wildfires coming out of the canyon. This placement specifically protects the communities and highly valued resources, as well as reduces potential wildfire emissions.

14. Project Budget:
What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

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<thead>
<tr>
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<tr>
<td>Equipment Purchases ($)</td>
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<td>Partners ($)</td>
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<td>Total Project Budget ($)</td>
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15. Local Wildland Fire Risk Reduction Plans:
Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. Select all that apply.

☐ CAL FIRE Unit Strategic Fire Plan  ☐ Homeowners’ Association Plan  ☐ Fire Safe Council Action Plan
☐ County Fire Department Strategic Fire Plan  ☑ Local Fire Department Plan  ☑ FIREWISE Community Assessment
☐ Other Local Plan (Identify in Scope of Work)  ☑ Local Hazard Mitigation Plan  ☑ Community Wildfire Protection Plan

Tracking #: 17-FP-NEU-0090

Project Name: Auburn Shaded Fuel Break
16. CEQA Compliance:
Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?
Please indicate the CEQA document type: Negative Declaration
For planning, education and other projects that are exempt from CEQA, select "Not Applicable".

Document Identification Number: CA State Parks - City of Auburn - BOR "Auburn Shaded Fuel Break"

17. Application Submission:
NOTE TO APPLICANT: If you modify the language contained in any part of this document, other than to fill in the blanks, or to provide requested information, your application will be rejected.
Note: Replace XXXXX in the file name with the project's ID Number.
Note: Replace UUUU in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

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<thead>
<tr>
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<td>Articles of Incorporation (.pdf)</td>
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</tbody>
</table>

I certify that the above and attached information is true and correct:

Elisa Noble
Original Signature Required: Grantee's Authorized Representative

6/3/18
Date Signed

Printed Name: Elisa Noble
Title: Executive Director

Executed on: Jun 3, 2018
at Auburn
Date
City

Print Form

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in fillable PDF format with all supporting materials to CALFIRE.Grants@fire.ca.gov. Please use "Fire Prevention Program Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to: California Department of Forestry and Fire Protection, Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460. Hard copy will need to be postmarked no later than June 6, 2018. Electronic copy must be submitted no later than June 6, 2018 at 3:00 pm PST. Applications postmarked after this date and time will be considered late.

If you would like to mail the hard copy via expedited/overnight mail, please E-mail CALFIRE.Grants@fire.ca.gov for the physical mailing address.

Tracking #: 17-FP-NEU-0090
Page 36 of 68
Project Name: Auburn Shaded Fuel Break
Project Name: Auburn Shaded Fuel Break

Project Tracking Number: 17-FP-NEU-0090

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc.

The Auburn Shaded Fuel Break is a cooperative partner effort to strategically reduce fuels along the American River canyon rim that borders the City of Auburn and neighboring SRA lands. Fuels treatment will occur on 294 acres of FRA land, 51 acres of SRA land, and 59 acres of LRA land. Fuels are dense in most of this area, slopes are steep, and the fire risk is high. In the project area, or immediately adjacent to, there are 1848 habitable structures in the City and 300 on SRA lands, that are the most at risk from a wildfire coming out of the canyon.

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please answer one section of questions that pertain to the primary activity type for your project.

Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
2. Describe the goals, objectives, and expected outcomes of the project.
3. Provide a clear rational for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.
4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.
5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?
6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

Section 2: Planning Projects

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
5. Describe the pathways for community involvement that will be incorporated in the planning process.

Section 3: Education
1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
2. Describe the target audience of the education program and how information will be distributed to this audience.
3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.
5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education.
1. The North and South sections of the Auburn Shaded Fuel Break will create a 400-foot wide, 7-mile long fuel break along the American River canyon rim. This area is the border between the Auburn State Recreation Area (ASRA), and the City of Auburn and SRA lands. The ASRA is owned by the Bureau of Reclamation (BOR) and managed by CA State Parks. This section will include 353 acres of fuels reduction treatment.

The Baltimore Ravine section of the project will create 50 acres of a strategic fuel break on the southeast edge of the City of Auburn. The strategic fuel break will be located on a 501-acre parcel owned by the United Auburn Indian Community (UAIC), that directly abuts small parcels and residences in the City. This parcel is overgrown with dense vegetation, and poses a great risk to the City and neighboring SRA lands.

Within the total project area, there are 1848 habitable structures in the City and 300 on SRA lands, that are the most at risk from a wildfire and will therefore benefit from this project. Communities at-risk that will benefit include Auburn, North Auburn, Bowman, Newcastle, and Ophir.

2. The goal of the project is to reduce dangerous levels of overly dense vegetation on 403 acres, in order to establish a 300-400 foot wide shaded fuel break. The objectives are to 1) complete necessary CEQA and NEPA analyses, 2) obtain access permission from 142 landowners, 3) determine the most appropriate type of treatment (hand crews, chipper, masticator, etc) for each section, and 4) implement the fuels reduction treatments. There are many communities, organizations, and local, state, and federal agencies partnering on this project. We expect that cooperation to continue, and to facilitate more community and landowner involvement that will assist in the long-term maintenance of the fuel break once it is established. The expected outcomes are a total of 403 acres that received fuels reduction treatment to establish a fire safe area that can then be maintained annually. The area will be aesthetically pleasing, as well as support forest and watershed health.

3. If you are standing on the canyon rim, it is abundantly clear how this project will reduce the risks associated with wildfire to habitable structures in the WUI. This project is located precisely in the WUI – between the dense wildland area of the BOR and UAIC lands, and the City of Auburn/LRA and surrounding unincorporated SRA areas. The fuel break will thin dense vegetation and open tree canopies, so that ladder fuels are reduced and there are minimal flammable fuels. Any fire that reaches this area will slow and lessen in intensity, providing fire suppression resources the best opportunity to stop the wildfire.
4. Every vegetation fire in Placer County has an immediate potential to impact all assets-at-risk. Interstate 80 is the primary east-west route for over-the-road freight movement in the Western United States. Closure of Interstate 80 can equate to $1 million per closure hour of lost revenue to the economy of the state. The transcontinental railroad is currently owned and operated by Union Pacific. Closure of that system can equal $1 million per minute of lost revenue to the economy. Placer County is the source of electric power from hydroelectric generation powering over 500,000 homes continually. There are multiple streams, rivers, and lakes in the American River and Bear River Watersheds that are the source of Placer County's water for drinking, irrigation, and wildlife habitat. The Placer County Water Agency alone manages 602 miles of treated water pipeline, 165 miles of irrigation canals, 8 water treatment plants, 34 storage tanks including clearwells, 34 reservoirs, and 5 hydro-electric powerhouses with generation capacity of 224 MW.

5. The scale of the project is appropriate to achieve the stated goals, objectives, and outcomes. A timeline of almost 3.5 years will provide adequate time to, first, perform the remaining necessary CEQA analysis on 122 acres, and NEPA analysis on 72 acres. The 403 acres of fuels reduction will be spaced out over the life of the grant, allowing the project coordinator to identify and schedule contractors according to treatment type and availability.

6. All woody biomass will be chipped and scattered on site. Chipped biomass produces less greenhouse gas emissions than biomass burned or left to decompose. The steep terrain of the area makes transporting biomass out not logistically or economically feasible. Pile burning may occur where invasive species such as blackberry, scotch broom, or tree of heaven need to be addressed. These materials should not be chipped, as this can further their invasive spread.

B. **Relationship to Strategic Plans**

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document?
C. **Degree of Risk**

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: [http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php](http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php)

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.

1. The shaded fuel break itself will be installed on 58.74 acres of LRA land, 293.485 acres of FRA land, and 50.58 acres of SRA land. Of that SRA land, 20% is identified as Very High FHSZ and 80% is identified as High FHSV. What is extremely important to note (and is highlighted on the project map) is the area of LRA and SRA to the west of the fuel break that will be protected. The majority of the project is being installed on FRA (Bureau of Reclamation) land because BOR owns the rim of the canyon up to where the SRA and LRA lands begin. This is an extremely important fuel break to protect the LRA (City of Auburn) and SRA (surrounding unincorporated areas). While the FHSZ map does not show the fire risk on the FRA (BOR) lands, it is extremely high and characterized by steep slopes and drainages that lead down the canyon to the American River. This area includes the American River Recreation Area that is managed by California State Parks, and frequented by thousands of visitors every year.

2. This project is located exactly in the WUI – exactly on the line between the dense wildland area of the BOR/FRA land, and the City of Auburn/LRA and surrounding unincorporated SRA areas. There are numerous structures at risk located within 1 mile of the proposed fuel break. In addition to the 1848 habitable structures, there are an additional 3200 structures, including businesses and key community resources.
D. **Community Support**

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?
2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.
3. Describe any plans to maintain the project after the grant period has ended.
4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?
1. The project includes at least $504,802 in matching funds and in-kind contributions. This includes staff time to facilitate project coordination from the many partners, such as Bureau of Reclamation, CA State Parks, City of Auburn, United Auburn Indian Community, CAL FIRE, and Union Pacific Railroad. The Greater Auburn Fire Safe Council, Firewise Communities, HOAs, and landowners throughout the community will continue to implement Project Canyon Safe, which includes community work days, materials and labor donated by private contractors, volunteer labor, and monetary donations. Once the fuel break is installed, it is expected that Project Canyon Safe community efforts can achieve most of the annual required maintenance.

2. This project will begin with press releases, social media communications, and community meetings to inform landowners about the project. Every landowner that is included in the fuel break route itself will receive a personal letter, and permission for access must be granted for work to occur. Throughout the term of the project, at least biannual updates will be provided via press releases, local media, and social media. At least one field tour will be scheduled toward the end of project implementation. Project signage will be posted in at least four high-traffic visitation areas along the fuel break.

3. As stated above, there has been a resurgence in awareness and initiative amongst the communities that live along this fuel break. There are now two active Firewise Communities, with more scheduled to form. The City of Auburn and the Greater Auburn Fire Safe Council serves as an important forum for landowners to learn about the project and contribute to its success. As stated above, once the fuel break is installed, we believe the Project Canyon Safe effort can achieve most of the annual required fuels reduction maintenance. Placer RCD and other partners will assist in this effort through utilizing the remote-guided small masticator, helping facilitate goat grazing contractors, and in helping facilitate other aspects of maintenance.

4. This project is a perfect example of partnership and cooperation amongst multiple organizations and agencies to address fire hazard reduction at the landscape level. While this project addresses 7.5 miles along the American River canyon rim, the partners are concurrently working on other high-risk areas. The Placer Fire Alliance is a partnership of all organizations and agencies addressing fire prevention and forest health in Placer County. Our CWPP is continuously updated to identify priority areas, and we coordinate strategically to identify funding and implement projects. For example, Placer RCD and CAL FIRE have almost completed the necessary CEQA analysis to complete a 17-mile fuel break that will extend north from the north end of this project.

Specific to this project, the UAIC and the City of Auburn will collaborate to complete at least the additional 110 acres necessary to establish a 300-foot fuel break around the entire 510-acre Baltimore Ravine parcel. The long-term goal is to treat the entire parcel to maximize forest and watershed health.
E. **Project Implementation**

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
2. Verify the expected timeframes to complete the project will fall under the March 15, 2022 deadline.
3. Describe the milestones that will be used to measure the progress of the project.
4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project’s success.
5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?
1. The first two project implementation tasks will be 1) community outreach and 2) completing the remaining necessary CEQA analysis on 122 acres, and NEPA analysis on 72 acres. It is expected that this will take a year, at most. The 403 acres of fuels reduction will be spaced out over the life of the grant, allowing the project coordinator to identify and schedule contractors according to treatment type and availability. Because the project location is around 1200-foot elevation, there are no seasonal restrictions in terms of snow exclusion. However, there is always a high demand for fuels treatment contractors throughout the summer months. The project coordinator will be aware of, and attempt to coordinate with, other key fuels reductions projects happening in the area, in order to access contractors.

2. The partners have developed the project timeline based on their collective experience implementing many similar projects. Therefore, we believe the expected timeframes to complete the project will be finalized before the March 15, 2022 deadline.

3. The milestones that will measure the progress of this project will be as follows: 1) CEQA complete, 2) NEPA complete, 3) all landowner permission forms completed, 4) acres flagged and prepped for treatment, and 5) acres of fuels reduction completed.

4. The measurable outcomes are acres of fuels reduction treatment completed.

5. The Bureau of Reclamation, CA State Parks, and the City of Auburn worked collaboratively to complete a joint CEQA and NEPA analysis for the original 6-mile, 300-foot south section. The CEQA document is a Negative Declaration titled “Auburn Shaded Fuel Break.” By expanding this section to 400-feet wide, adding the 1-mile north section and the Baltimore Ravine section, this project will need to complete CEQA for an additional 122 acres. Placer RCD regularly contracts with a Registered Professional Forester (RPF) and archaeological professional to complete CEQA analyses. We will also coordinate with the Bureau of Reclamation, so that the CEQA surveys and reports can be used as efficiently as possible to complete the necessary additional NEPA analysis.

F. **Administration**

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.

2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.
1. Placer RCD has a longstanding history of serving as the private landowner liaison for implementation of forest health projects. As a non-regulatory local agency, Placer RCD has the unique ability to interface with these owners of SRA lands, as well as with public land management agencies, to implement landscape-level change. Placer RCD regularly implements shaded fuel breaks, including the tasks of CEQA analysis, landowner communication, flagging and project layout with a RPF, and hiring and coordinating contractors to complete fuels reduction treatment.

2. Placer RCD will serve as fiscal sponsor for this project. As such, we will take full responsibility for tracking project expenses and maintaining project records in a manner that allows for a full audit trail. Placer RCD will work cooperatively with the implementing partners to ensure that all expenses and records are tracked appropriately.

G. **Budget**

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).

5. Explain each object category in detail and how that would support meeting the grant objectives.
1. The grant funds will support the goals and objectives of the project by directly funding the expected costs for environmental analyses, community outreach, project coordination, and fuels reduction treatment. The grant includes an equipment funds request of $85,590 for a remote-guided small masticator – a John Deere Alamo Traxx-RF model, with a forestry head. This tool will provide both an alternative to hand crews for fuels reduction on some areas of steep terrain, as well as an excellent option to support maintenance of this shaded fuel break, and others. In looking ahead to support the ongoing maintenance of the fuel break, Placer RCD would utilize this as a key tool. This piece of equipment can be incorporated into the larger Placer RCD Chipper Program fleet, so that future equipment maintenance costs are minimized, and effectiveness is maximized.

2. Project costs are reasonable for the geographic area where they will be performed. Costs are based off similar fuels reduction treatments and projects that Placer RCD and partners are implemented in the area. An average per acre cost of $3,932 per acre is used to account for the expected range of $3,700-$4,000 per acre, based on fuel type and density, type of treatment, and slope and terrain. Because of the steep slopes, most fuels reduction will be performed by hand crews; therefore, the per acre cost is higher than if a masticator or other equipment were used.

3. The total project cost is appropriate for the size, scope, and anticipated benefit of the project. Completion of this fuel break will be extremely beneficial in reducing the fire risk to the City of Auburn and neighboring SRA parcels.

4. The indirect costs of 11% include the overhead and regular operating costs of Placer RCD staff who will facilitate this project, and who will maintain adequate records and financials. This indirect percentage is critical to the successful implementation of the project.

5. The object category costs are as follows:
   - RPF – CEQA & NEPA surveys and reports – must be completed before on the ground work can commence
   - Archaeological surveys – an increasingly critical component of completing the CEQA and NEPA surveys
   - Project Coordinator – this Placer RCD contractor will have primary responsibility for liaising with partners, conducting community outreach, communicating with landowners, coordinating with the RPF for project layout, and identifying and supervising contractors to complete fuels reduction
   - Fuels Reduction Work – this will be performed by a variety of different contractors and equipment, based on fuel type and density, type of treatment, slope and terrain, contractor and equipment availability, etc.
   - Remote-Guided Small Masticator – this is a John Deere Alamo Traxx-RF model, with a forestry head. As stated above, this tool will provide both an alternative to hand crews for fuels reduction on some areas of steep terrain, as well as an excellent option to support maintenance of this shaded fuel break, and others.
H. California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions?
2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

1. The project will reduce Greenhouse Gas emissions by minimizing the risk associated of a fire coming up out of the canyon, or descending into the canyon. Because of the dense fuel load in the area, this project will prevent significant wildfire emissions that would be more likely to occur without the fuel break. Because the project will primarily utilize a chip and scatter treatment method, the project will also reduce the emissions that would occur from alternate biomass treatment such as pile and burn or pile and leave to decompose.

2. The project is within close proximity to at least one Low-Income Community. This project benefits those communities by minimizing the fire risk. Low income communities are disproportionately affected when wildfire or other disasters occur. Therefore, protecting this community is exponentially beneficial.

3. There are multiple co-benefits of this project - creating a shaded fuel break by performing fuels reduction treatment over 403 acres. Public safety is increased dramatically. Watershed health, water quantity and quality, and wildlife habitat are all enhanced when fuels are reduced to create more healthy forest landscapes.

4. The reduced Greenhouse Gas emissions and co-benefits will occur as the fuels reduction treatments are completed across the landscape. As stated above, once the fuel break is installed, it is expected that Project Canyon Safe community efforts can achieve most of the annual required maintenance. Placer RCD and partners will assist with this effort.
## Project Budget

### A. Salaries and Wages

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Sub-Total Salaries and Wages: $19,000

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Sub-Total Employee Benefits: $0

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Sub-Total Travel & Per Diem: $0

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Sub-Total Supplies: $0

### F. Equipment

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<tr>
<th>Item Description</th>
<th>Cost Basis</th>
<th>Cost Share</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each</td>
<td>$</td>
<td>95,100</td>
<td>0%</td>
</tr>
</tbody>
</table>

Sub-Total Equipment: $95,100

### G. Other Costs

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost Basis</th>
<th>Cost Share</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each</td>
<td>$</td>
<td>0%</td>
<td>$</td>
</tr>
</tbody>
</table>

Sub-Total Other Costs: $0

### Total Direct Costs

$1,809,167

### Indirect Costs (Exclude Equipment)

11% $189,594

### Total Project Costs

$1,998,761

### Less Program Income

$0

### Total Grant Proposed Costs

$1,998,761
Auburn Shaded Fuel Break

17-FP-NEU-0090

Auburn Shaded Fuel Break

- North Section - 1 mi, 400 ft wide
  - 52 acres
- South Section - 6 mi, 400 ft wide
  - 301 acres
- Baltimore Ravine (Grant Funded), 300 ft wide
  - 51 acres
- Baltimore Ravine (Partner Funded), 300 ft wide
  - 110 acres

Responsibility Areas

- FRA → Auburn State Recreation Area
- Bureau of Reclamation
- LRA → City of Auburn
- SRA

Submitted by: Placer Resource Conservation District

www.placerpdc.org
EXHIBIT D
Sample Agreement
AGREEMENT BETWEEN THE PLACER COUNTY RESOURCE CONSERVATION DISTRICT AND [XX]

This Agreement is entered into on [date], between the Placer County Resource Conservation District (hereinafter “RCD”) and [entity name] (hereinafter “Contractor”, collectively “Parties”).

Whereas, it is necessary and desirable that Contractor be retained for the purpose of [describe services] for the [project name].

Therefore, it is agreed by the parties to this Agreement as follows:

1. **Services**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for RCD in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. **Payments**

RCD’s total fiscal obligation under this Agreement shall not exceed $000,000.

In consideration of the services provided by Contractor and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, RCD shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. RCD reserves the right to withhold payment if RCD determines the quantity or quality of the work performed is unacceptable. In the event RCD makes advance payments to Contractor, Contractor agrees to refund any amounts in excess of the amount owed by RCD at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. **Term**

Subject to the terms and conditions herein, the term of this Agreement shall be from [date] to [date].

4. **Full Agreement; Merger Clause; Amendments**

The full Agreement consists of the following documents, which are incorporated by this reference:

Request for Proposals
Contractor’s Proposal
Agreement

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Scope of Services</td>
</tr>
<tr>
<td>B</td>
<td>Payments and Rates</td>
</tr>
<tr>
<td>C</td>
<td>Fire Policy</td>
</tr>
</tbody>
</table>

This Agreement, including the Exhibits and Attachments, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this
document’s date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

5. Termination

A. Either party may terminate this agreement without cause by providing [30] days advance written notice to RCD. The Agreement will terminate at the completion of the 30-day period. RCD will be entitled to receive services through the termination of the agreement, and Contractor shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Either party may terminate this agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. RCD may terminate this Agreement or a portion of the services based upon the unavailability of funding by providing written notice to Contractor as soon as reasonably possible after RCD learns of unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the services performed under this Agreement are performed as an independent contractor and not as an employee of RCD and that neither Contractor nor its employees or agents acquire any of the rights, privileges, powers, or advantages of RCD employees.

7. Hold Harmless & Indemnification

A. Contractor shall protect, defend, indemnify, and hold harmless RCD and its board members, officers, directors, employees, agents, landowners, consultants, successors and assigns (hereinafter RCD) from and against all claims, demands, liabilities, causes of action, suits, legal or administrative proceedings for actual damages (including but not limited to special and consequential damages), natural resource damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, debts, liens, interests, fines, penalties, charges and expenses (including but not limited to attorney’s and expert witnesses fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity provision) of any kind whatsoever paid, incurred, suffered by, or asserted against the RCD which are claimed to or in any way arise out of or result from the Contractor’s services, operations, or performance of the Agreement except for the sole or active negligence of the RCD. This provision shall survive the termination of any other agreement between the parties. The foregoing indemnity shall not
have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the RCD and in no event shall the indemnity rights hereunder inure to the benefit of any third party.

B. Notwithstanding anything to the contrary in (A), Contractor shall defend and indemnify RCD, and each of its officers, agents, landowners and employees, from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of Contractor to conduct the investigation or its failure after the investigation to not reasonably disallow an employee from having personal contact or providing personal service.

C. The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code. As used in this Section, the term “RCD” means the Placer County Resource Conservation District and its officers, agents, employees, and volunteers.

D. This provision is not intended to create any cause of action in favor of any third party against Contractor or RCD or to enlarge in any way the Contractor’s liability but is intended solely to provide for indemnification of RCD from liability for damages or injuries to third persons or property arising from Contractor’s performance pursuant to this contract or agreement.

8. **Assignability and Subcontracting**

Unless provided in Exhibit B, Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of RCD. Any such assignment or subcontract without RCD’s prior written consent shall give RCD the right to automatically and immediately terminate this Agreement without advance notice or penalty.

9. **Insurance**

Contractor shall file with RCD a Certificate of Insurance, with companies acceptable to RCD, with a Best’s Rating of no less than A-VII, showing the following coverage:

A. **Workers’ Compensation and Employer’s Liability insurance.** Worker’s Compensation Insurance shall be provided as required by any applicable law or regulation. Employer’s liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

Each Worker’s Compensation policy shall be endorsed with the following specific language:

**Waiver of /Subrogation** – The workers’ compensation policy shall be endorsed to state that the workers’ compensation carrier waives its right of subrogation against RCD and US Bureau of Reclamation (BOR) and their officers, directors, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.
Contractor shall require all subcontractors to maintain adequate Worker’s Compensation insurance. Certificates of Workers Compensation shall be filed forthwith with the RCD upon demand.

B. **General Liability Insurance.** Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

   i. Products and completed operations
   ii. Contractual liability insuring obligations assumed by Contractor in this Agreement and
   iii. Broad form property damage, including completed operations

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to Contractor’s work under the Contract.

One of the following forms (i, ii, or iii) is required:

   i. **Comprehensive General Liability.** If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

      a. One million dollars ($1,000,000) each occurrence
      b. Two million dollars ($2,000,000) aggregate

   ii. **Commercial General Liability (Occurrence).** If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:

      a. One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
      b. One million dollars ($1,000,000) for Products Completed Operations
      c. Two million dollars ($2,000,000) General Aggregate. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000)

   iii. **Or Commercial General Liability (Claims Made).** Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of RCD, which consent, if given, shall be subject to the following conditions:

      a. The limits of liability shall not be less than:
         - One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
         - One million dollars ($1,000,000) aggregate for Products Completed Operations
         - Two million dollars ($2,000,000) General Aggregate
b. The insurance coverage provided by Contractor shall contain language providing coverage of up to one (1) year following the completion of the contract to provided insurance for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages: If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability Policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

Endorsements: Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

i. “Placer RCD and US Department of Interior, Bureau of Reclamation and their officers, agents, employees and volunteers are to be named as additional insured for all liability arising out of the operations by or on behalf of the named insured.”

ii. “The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the Placer RCD with respect to any insurance or self-insurance programs maintained by the Placer RCD and no insurance held or owned by the Placer RCD shall be called upon to contribute to a loss.”

C. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR’s business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence.

D. Certificates. All insurance coverages referenced above shall be evidenced by one or more certificates of coverage which shall be filed by Contractor with the RCD prior to commencement of performance of any of Contracto duties; shall be kept current during the term of this Agreement; shall provide that RCD shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

E. Premium Payments. The insurance companies shall have no recourse against the RCD and funding agencies, its officers and employees for payment of any premiums or assessments under any policy issued by a mutual insurance company.
F. **Deductibles.** The Contractor shall be responsible for all deductibles in all of the Contractor’s insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

G. **Contractor’s Obligations.** Contractor’s indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

H. **Material Breach.** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

I. All insurance certificates or other evidence of coverage required to be submitted to RCD pursuant to this Section shall be sent to:

PLACER COUNTY RESOURCE CONSERVATION DISTRICT  
281 Nevada Street  
Auburn, CA 95603

10. **Compliance with Laws; Nondiscrimination**

A. Contractor expressly understands and agrees that Contractor is responsible for abiding by and complying with all federal, state, county, and local laws, rules, regulations, and ordinances, including, but not limited to, all “Hazardous Materials Laws” (as defined below) and all other laws related to forestry, logging, and log hauling (if applicable); endangered species; wages and hours worked, including, but not limited to, the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, et seq.; social security; unemployment insurance; workers’ compensation; executive orders; OSHA; Cal/OSHA; labor code laws; migrant workers; seasonal workers; safety; environmental protection; and any other requirements set forth in this Agreement.


C. Contractor represents and warrants that it and all its employees, including, but not limited to, its supervisors, foremen, labor recruiters and haulers, are, and at all times shall remain, in complete compliance with the Migrant and Seasonal Agricultural Worker Protection Act (“MSPA”), 29 U.S.C. § 1801, et seq. and the California Farm Labor Contractor Act (“CFLCA”), Cal. Labor Code § 1682, et. seq., and any and all other applicable federal,
state, and local laws regulations and procedures governing employers, including, but not limited to, agricultural employers/farm labor and migrant or seasonal agricultural workers, including all wage, overtime and deduction laws and regulations, health and safety laws and regulations, and bookkeeping and record-keeping requirements.

D. If Contractor is subject to the requirements of MSPA and/or the CFLCA, Contractor shall comply with all applicable requirements of both the MSPA and the CFLCA, such requirements are generally listed herein but not specifically limited to the following: Contractor shall at all times be registered as a Farm Labor Contractor with the applicable MSPA authorizations (housing, driving and/or transportation); Contractor shall retain all payroll records relating to the Work for three (3) years following the completion of the performance of the Work (and Contractor acknowledges that RCD reserves the right to review such Contractor payroll records at RCD’s sole discretion); Contractor shall make the required pre-employment disclosures to its employees; any Contractor-provided housing and/or transportation must be in compliance; and Contractor must provide adequate sanitary facilities and water on site.

E. During the performance of this Agreement, Contractor certifies that it will not discriminate against any employee or applicant because of race, color, religion, sex, national origin, veteran, or disability status and to comply with equal employment opportunity and non-discriminatory practices as cited under the Equal Employment Opportunity Clause of Executive Order 11246 and related regulations under 41 CFR 60-1.4. In addition, Contractor and any subcontractors shall abide by the requirements of 41 CFR 60-250.5(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) which prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractor and subcontractors to employ and advance in employment qualified protected veterans and qualified protected individuals with disabilities. The anti-discrimination and human rights statutes of the State of California are all incorporated by reference into this Agreement. Contractor and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment as cited under the Equal Employment Opportunity Clause of Executive Order 11246 and related regulations under 41 CFR 60-1.4. In addition, Contractor and any subcontractors shall abide by the requirements of 41 CFR 60-250.5(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) which prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractor and subcontractors to employ and advance in employment qualified protected veterans and qualified protected individuals with disabilities. The anti-discrimination and human rights statutes of the State of California are all incorporated by reference into this Agreement. In addition to the foregoing general obligations, Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the
provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent the awarded Agreement subcontracts to Contractor services or works required of RCD by the State of California pursuant to agreement between RCD and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and Contractor and any of its subcontractors shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

F. Contractor agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Contractor performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Contractor shall make the required documentation available upon request to RCD for inspection.

G. To the extent any of the services required of Contractor under the awarded Agreement are subcontracted to a third party, Contractor shall include all of the provisions of this Section in all such subcontracts as obligations of the subcontractor.

H. Failure to comply with any of the laws, regulations or requirements described in this Section shall be grounds for RCD to immediately terminate the Agreement upon oral notice to Contractor and without liability or further obligation of RCD.

I. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

11. General Health Measures & Conduct
Contractor shall be solely responsible for ensuring that the Contractor’s employees or sub-contractors are physically capable of performing the services described herein. The Contractor shall take all necessary measures to ensure that the Contractor’s employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken to protect the Contractor’s employees and sub-contractors from exposure to or exposing others (including but not limited to RCD personnel and the public) to contagious and infectious diseases. Should the RCD or the Contractor observe any of Contractor’s employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services, the Contractor shall immediately take measures to minimize or prevent exposure to RCD employees and/or the public consistent with government guidance and best practices. Such action shall not be considered a basis for employee’s claim for compensation or damages against the RCD, or any of its officers or agents. The employee shall not return to work until Contractor determines that the situation is resolved.

12. Fire Policy
Contractor shall comply with the RCD Fire Policy, attached as Exhibit C.

13. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, “contract materials”) shall become the property of RCD and shall be promptly delivered to RCD. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

14. Records; Right to Monitor and Audit

Contractor shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. RCD and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. RCD and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. RCD will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination. RCD will follow-up and ensure that the Contractor takes timely and appropriate action on all deficiencies.

15. Governing Law; Jurisdiction; Venue

The Parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court.

16. Notices

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when either (1) Delivered personally to the person below, as of the date of delivery; or (2) Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark.

In the case of RCD, to:

Name, Title: RCD STAFF NAME, TITLE
Address: ADDRESS
Telephone: 000-000-0000
Email: EMAIL

In the case of Contractor, to:

Name, Title: CONTRACTOR CONTACT NAME, TITLE
Address: ADDRESS
Telephone: 000-000-0000
Email: EMAIL
17. Conflicts of Interest

Contractor certifies that it has no current business or financial relationship with any RCD employee or official, or other RCD contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. Contractor attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. Contractor certifies that no official or employee of the RCD, nor any business entity in which an official of the RCD has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the RCD.

18. Licenses & Permits

Contractor represents and warrants to RCD that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor and/or its employees to practice its/their profession. Contractor represents and warrants to RCD that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for RCD and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

19. Non-Exclusivity

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict RCD from acquiring similar, equal, or like goods or services from other sources.

20. Counterparts; Electronic Signature

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

**CONTRACTOR NAME (“CONTRACTOR”)***

Signature

Print Name

☐ Chair of the Board, ☐ President, or ☐ Vice President

Date: ____________________________

**PLACER COUNTY RESOURCE CONSERVATION DISTRICT (“RCD”)**

Sarah Jones

Executive Director

Date: ____________________________

Approved as to Form

Signature

Print Name

☐ Secretary, ☐ Asst. Secretary,
☐ Chief Financial Officer, or ☐ Asst. Treasurer

Date: ____________________________

Counsel for the Placer County Resource Conservation District

Date: ____________________________

**EXHIBITS:**

Exhibit A: Scope of Services

Exhibit B: Payment Terms

Exhibit C: Signatory’s Legal Authority [if necessary]

*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation’s board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.
EXHIBIT C

PLACER RCD FIRE POLICY FOR OPERATIONS

2020

The Placer Resource Conservation District’s (RCD) Fire Policy (Policy) applies to all Contractors, lessees, and permittees, and all other persons and entities, who are engaged in vegetation/tree removal on lands owned or managed by RCD or other public &/or private lands on behalf of RCD, including all of their employees and/or subcontractors (collectively, Contractor). This Policy mandates certain equipment to be deployed, procedures to be followed, and preventive measures to be taken depending on the type of activity in which Contractor is engaged and the predicted Project Activity Level (PAL).

Intent - This Policy ensures Contractor is aware of, and complies with, the State of California’s (State) fire prevention laws and additional fire preventive measures required by RCD. Contractor should recognize conditions that may allow a fire to start. Contractor should take the appropriate precautionary measures to avoid a fire and be properly equipped and prepared to take appropriate action in the event of a fire.

Compliance with the Public Resources Code - The California Public Resources Code (PRC) contains many provisions to reduce the risk of fire. The PRC is incorporated into this policy by reference.

Effective Period and RCD PAL - In addition to requirements of the PRC, the Effective Period for all additional requirements of this Policy shall be determined by the RCD Executive Director or Project Manager. The RCD has authority to invoke a more restrictive PAL (or waive PAL requirements in burned salvage areas), based on local conditions, resource availability or other appropriate considerations. RCD shall notify Contractor verbally and in writing when either increased or decreased PAL measures or patrol requirements are invoked.

State Fire Prevention Laws

Public Resources Code, Division 4, Chapter 6.

4427. Operation of fire causing equipment. During any time of the year when burning permits are required (per PRC § 4423) in an area pursuant to this article, no person shall use or operate any motor, engine, boiler, stationary equipment, welding equipment, cutting torches, tarpots, or grinding devices from which a spark, fire, or flame may originate, which is located on or near any forest-covered land, brush-covered land, or grass-covered land, without doing both of the following:
(a) First clearing away all flammable material, including snags, from the area around such operation for a distance of 10 feet.
(b) Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
This section does not apply to portable power saws and other portable tools powered by a gasoline-fueled internal combustion engine.
4428. Use of hydrocarbon powered engines near forest, brush or grass covered lands without maintaining firefighting tools. No person, except any member of an emergency crew or except the driver or owner of any service vehicle owned or operated by or for, or operated under contract with, a publicly or privately owned utility, which is used in the construction, operation, removal, or repair of the property or facilities of such utility when engaged in emergency operations, shall use or operate any vehicle, machine, tool or equipment powered by an internal combustion engine operated on hydrocarbon fuels, in any industrial operation located on or near any forest, brush, or grass-covered land between April 1 and December 1 of any year, or at any other time when ground litter and vegetation will sustain combustion permitting the spread of fire, without providing and maintaining, for firefighting purposes only, suitable and serviceable tools in the amounts, manner and location prescribed in this section.

(a) On any such operation a sealed box of tools shall be located, within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire.

(b) One or more serviceable chainsaws of three and one-half or more horsepower with a cutting bar 20 inches in length or longer shall be immediately available within the operating area, or, in the alternative, a full set of timber-felling tools shall be located in the fire toolbox, including one crosscut falling saw six feet in length, one double-bit ax with a 36-inch handle, one sledge hammer or maul with a head weight of six, or more, pounds and handle length of 32 inches, or more, and not less than two falling wedges.

(c) Each rail speeder and passenger vehicle, used on such operation shall be equipped with one shovel and one ax, and any other vehicle used on the operation shall be equipped with one shovel. Each tractor used in such operation shall be equipped with one shovel.

(d) As used in this section:

(1) "Vehicle" means a device by which any person or property may be propelled, moved, or drawn over any land surface, excepting a device moved by human power or used exclusively upon stationary rails or tracks.

(2) "Passenger vehicle" means a vehicle which is self-propelled and which is designed for carrying not more than 10 persons including the driver, and which is used or maintained for the transportation of persons, but does not include any motor truck or truck tractor.

4431. Gasoline powered saws, etc.; firefighting equipment. During any time of the year when burning permits are required in an area pursuant to this article, no person shall use or operate or cause to be operated in the area any portable saw, auger, drill, tamper, or other portable tool powered by a gasoline-fueled internal combustion engine on or near any forest-covered land, brush-covered land, or grass-covered land, within 25 feet of any flammable material, without providing and maintaining at the immediate locations of use or operation of the saw or tool, for firefighting purposes one serviceable round point shovel, with an overall length of not less than 46 inches, or one serviceable fire extinguisher. The Director of Forestry and Fire Protection shall by administrative regulation specify the type and size of fire extinguisher necessary to provide at least minimum assurance of controlling fire caused by use of portable power tools under various climatic and fuel conditions. The required fire tools shall at no time be farther from the point of operation of the power saw or tool than 25 feet with unrestricted access for the operator from the point of operation.

4442. Spark arresters or fire prevention measures; requirement; exemptions.

(a) Except as otherwise provided in this section, no person shall use, operate, or allow to be used or operated, any internal combustion engine which uses hydrocarbon fuels on any forest-covered land, brush-covered land, or grass-covered land unless the engine is equipped with a spark arrestor.
arrester, as defined in subdivision (c), maintained in effective working order or the engine is constructed, equipped, and maintained for the prevention of fire pursuant to Section 4443.

(b) Spark arresters affixed to the exhaust system of engines or vehicles subject to this section shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

(c) A spark arrester is a device constructed of nonflammable materials specifically for the purpose of removing and retaining carbon and other flammable particles over 0.0232 of an inch in size from the exhaust flow of an internal combustion engine that uses hydrocarbon fuels or which is qualified and rated by the United States Forest Service.

(d) Engines used to provide motive power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code.

(e) Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in effective mechanical condition.

(f) Motor vehicles when being operated in an organized racing or competitive event upon a closed course are not subject to this section if the event is conducted under the auspices of a recognized sanctioning body and by permit issued by the fire protection authority having jurisdiction.

NOTE: per RCD policy, no smoking is allowed within the project area.

Additional Preventive Measures Required by RCD

The Effective Period of RCD’s additional requirements under this Policy shall be determined by the RCD Executive Director or Project Manager. RCD’s Effective Period may be waived or invoked under specific conditions identified by the RCD Executive Director or Project Manager. The RCD Executive Director or Project Manager shall notify Contractor, verbally and in writing, of the Effective Period start date. The suspension of PALs for operations will be based on one or more of the following conditions:

- Current weather conditions (accumulated snow on the ground, significant rainfall, sub-freezing temperatures) and spot forecasts.
- Current and predicted PALs forecast data
- Lifting of the burn ban by CAL FIRE
- Closure of fire season via news release or other public announcement by CAL FIRE

Communication Devices - On site of every operation, Contractor shall possess a communication device that is capable of contacting fire dispatch within 15 minutes either directly or indirectly through other contacts. The communication device must be one of the following: King Radios, Cell Phones, Two Way Radios, or Satellite Phones.

Designated Patrolman - For those activities specified in Table 1, walking patrols described under PAL’s D or Ev must be conducted by a Designated Patrolman who has no other duties to complete during the requisite patrol period. Designated Patrolmen must be equipped as described in the “Foot Patrol” section at the bottom of Table 1 - Daily Procedures and Restrictions by Project Activity Level (page 9).

Determination of Project Activity Level Monitoring and Operational Requirements - The PAL is a rating of predicted fire risk based on local fuel and weather data. See “Implementation of PAL” below.
Fire Inspections - An RCD representative will conduct random fire inspections on each operation and will use the attached “Contractor Fire Protection Checklist” (Checklist) to assess whether Contractor is compliant with this Policy. The RCD Representative will provide a copy of a completed Checklist to Contractor and place another copy in the RCD file for that operation. If the RCD Representative observes that Contractor is not in compliance with all items of the Checklist, Contractor shall immediately correct the operations so they are complaint, and RCD shall have the right to suspend Contractor’s operation while Contractor makes all necessary corrections.

Fire Plan and Crew Training – All crew members shall be aware of the tools available for fighting fire and the location of those tools. Refer to the checklist at the end of this fire policy for a list of required firefighting tools. Crew members shall be made aware of what to do in case of fire. In the case of ignition and subsequent fire resulting from project activities, Contractor shall immediately call 911 dispatch and notify emergency resources of the fire, regardless of size or intensity. RCD recommends that one crew member be responsible for calling fire dispatch in the event of a fire. RCD highly recommends crew training and fire drills.

Implementation of PAL – PAL, or Project Activity Level, is a rating system developed by the US Forest Service for determination of fire weather based on local weather data. For this project, the PAL for the El Dorado National Forest will be referenced to determine appropriate operating conditions for a given day. To obtain the PAL for the following day, Contractor is required to do the following:

- Call 530-295-5699 each day of operations
- Determine if a Red Flag Warning is in effect for the project area using the following link: https://www.wrh.noaa.gov/fire2/cafw/
- If Contractor is unable to access the PAL information, Contractor shall contact RCD Forester for the PAL, prior to the start of the following day’s operation(s).

Contractor shall maintain a log of the daily PAL for each operation. The PAL log shall be available on site for inspection by any RCD representative.

Each PAL contains specific procedures and restrictions to be implemented to reduce the risk of fire. These are summarized in the Table 1 - Daily Procedures and Restrictions by Project Activity Level (page 9).

On-Site Supervisor - Contractor shall designate an On-site Supervisor when the daily PAL is D, Ev, or E/Red Flag. The On-site Supervisor shall be capable of receiving notices, taking action, and directing a response to a fire. The designated On-site Supervisor shall be identified in the daily PAL record.

Red Flag Warning - Should the Contractor be aware through contact with CAL FIRE, National Weather Service public service radio announcements, other fire weather web sites, or through RCD notification that “Red Flag Warning” conditions have been issued and are in effect for the Contractor’s area of operations, Contractor shall follow the procedures and restrictions listed in Table 1 for “Red Flag Warning.”

Table 1. Daily Procedures and Restrictions by Project Activity Level

**NOTE:** Each PAL includes all preceding (lower) PAL requirements.

<table>
<thead>
<tr>
<th>PAL</th>
<th>PROCEDURES AND RESTRICTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A, B or C</td>
<td>Immediately following the cessation of operations using chainsaws, a walking foot patrol is required over all of the areas operated that day.</td>
</tr>
<tr>
<td>D</td>
<td>Chainsaw use must be <strong>suspended</strong> at 1:00 P.M. and a walking foot patrol for 1 continuous hour is required over all of the areas operated that day. Chainsaw use may continue if a walking foot patrol is conducted once every hour on all areas operated that day, with patrols commencing at 1:00 P.M. and continuing for 1 continuous hour after cessation of operations.</td>
</tr>
<tr>
<td>E or Ev</td>
<td>Chainsaw operations may operate until 1:00 PM as long as a walking foot patrol is conducted once every hour on all areas operated that day, with patrols commencing at 10:00 AM and continuing for 1 continuous hour after cessation of operations. <strong>Operations may continue after 1:00 PM if fire suppression resources from Auburn Fire Department are onsite.</strong></td>
</tr>
<tr>
<td>Red Flag</td>
<td>All chainsaw operations are <strong>prohibited</strong>. Piling of previously cut material is acceptable.</td>
</tr>
</tbody>
</table>

**Note:** An On-site Supervisor is required for operations when the PAL is D, Ev, or E/Red Flag.

**Foot Patrol** - The individual doing the walking foot patrol shall have a vehicle parked within or as close as possible to the patrolled area, and the vehicle shall be equipped to fight fire with **all** the following:

1. A serviceable 5-gallon backpack pump filled with water,
2. A shovel or McLeod fire tool,
3. Either an axe or a serviceable chainsaw with a minimum 20-inch bar, and
4. Communications equipment capable of summoning additional fire suppression resources and promptly reporting within 15 minutes to the agency responsible for fire suppression.
5. **In situations where the individual doing the walking foot patrol is the only person on the operation and a fire is detected, the individual will take immediate action to contain and suppress the fire. At such time when the fire is contained, the individual will promptly report the fire to the agency responsible for fire suppression.**

The patrol shall carry a round point shovel with an overall length of at least 46 inches during the entire walking foot patrol. A record containing the name of the fire patroller, date, and time of patrol shall be kept on site and available for inspection by RCD or any fire agency.
RCD - Contractor Fire Protection Checklist

Contractor: ____________________ Project: ___________________________ On-site sup. __________________________

1. Fire Tools per PRC
   - Located close to area of operation
     | Y | N | COMMENTS
   - Backpack type fire extinguisher filled with water
     | Y | N |
   - 2 axes
     | Y | N |
   - 2 McLeod fire tools
     | Y | N |
   - Sufficient # of shovels so that each employee at the operation can be equipped to fight fire
     | Y | N |
   - 1 or more serviceable chainsaws with at least a 20" bar and 3½ horsepower Note: (or in area of ops)
     | Y | N |

2. Fire Pumper or Water Tender with communications
   And 200 feet of minimum 1" hose / TriMax 30*
   - Located on project area
     | Y | N |
   - Filled with water
     | Y | N |
   - In operating condition
     | Y | N |

3. Vehicles - Each vehicle has a shovel and axe
   | Y | N |

4. Equipment - All equipment has a shovel
   | Y | N |

5. Chainsaw Operators
   - Chainsaws equipped with spark arrester
     | Y | N |
   - Fire extinguisher or shovel within 25’ of operation
     | Y | N |

6. Inspection for Fire
   - Is walking foot patrol being conducted?
     | Y | N |
   - Designated Patrolman for PALS’s D, E and Ev
     | Y | N |

7. Predicted Project Activity Level Data Log
   - Available and data current
     | Y | N |

Deficiencies shall be corrected immediately and may result in the suspension of operations.

Contractor: ____________________ RCD: ____________________
Date: ____________________ Date: ____________________

*If contractor does not have this equipment, they must have one full 5 gal. backpack type fire extinguisher per crew member within 200 feet of project operations at all times. RCD may arrange for outside resources to provide fire suppression resources as needed based on fire weather conditions.