



**FIRE SAFE COUNCIL OF SISKIYOU COUNTY
(FSCSC)
and
Community Organized Relief Effort
(CORE)**

BID PACKAGE

FOR

Cecilville CA, Community Wildfire Defense Grant Project

May 13, 2025

**PART I - THE SCHEDULE
SUPPLIES OR SERVICES AND PRICE/COSTS**

The contractor shall furnish all labor, equipment, supervision, transportation, supplies, and incidentals to perform fire safe landscape work according to PCR 4291 or per Homeowner's Agreement "Attachment A" (page 5), of FSCSC specifications.

BID ITEM# 1

Creating Defensible Space performing fuels reduction by Hand Release and Chipping:

*Estimate= 37.05 Acres on 15 private residence more or less, at \$ _____ per acre = \$ _____

Contractor to complete up to 100 foot perimeter around resident structures; work sites are located on private property, per P.R.C. 4291; Maintain 100 feet from each side and from the front and rear of the structure, but not beyond the property line, except as provided in subparagraph (B) Fuels mitigation work includes thinning of overstocked brush, removing small trees less than or equal to 12" D.B.H., and limbing ladder fuels; per P.R.C. 4291, or FSCSC specifications, i.e., 6 to 10 feet limb ups of mature tree canopies or 1/3 crown-to-stem ratios (CTSR) on trees less than 20 feet tall. Contractor will complete activities that include, but are not limited to, thinning, pulling back brush up to 100 ft. from structures, and physical removal of cut vegetation debris from these cut areas, and pulling back cut vegetation to chipper, chips can be broadcast within zone 2 and 3 or piled for later use by resident.

Contractor Requirements

Contractor must furnish acceptable workers' compensation and \$2,000,000.00 liability (PL/PD) insurance certifications within 3 (three) calendar days of bid award.

Contractor will be required to provide their own traffic control on the work project operations when working upon roadways per CALTRANS, CHP, and Siskiyou County Road Dept. requirements.

Project work for Bid Item #1 are scheduled to start in May of 2025, as weather allows, with completion by July 30, 2025 subject to weather and/or unforeseen circumstances. Bids must be received by 5:00 PM, Friday May 27, 2025.

Send bids ONLY

By email to novavita@sbcglobal.net

ATTN: Giselle Nova, Fire Safe Council of Siskiyou County

PO Box 124, Mount Shasta, CA 96067

Ph. #: (530) 925-1156

**SECTION A- DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
Cecilville CA, Community Wildfire Defense Grant Project
FOR
THE FIRE SAFE COUNCIL OF SISKIYOU COUNTY
and Community Organized Relief Effort
Up to a Total of 37.05 Acres of Fuel Reduction for Increased Fire Safety**

A.1 SCOPE OF CONTRACT

The Fire Safe Council of Siskiyou County (FSCSC) and the Community Organized Relief Effort (CORE) are seeking experienced and reputable contractor(s) to perform fuels reduction for up to 37.05 Acres on private property in the Cecilville area.

- (a) Contractor to construct defensible space by hand release of up to 15 private residence of brush and trees in the Cecilville, California area; fuels reduction for a residents defensible space in the Cecilville area. Contractor to complete up to 100 foot perimeter around resident structures; work sites are located on private property, per P.R.C. 4291; Maintain 100 feet from each side and from the front and rear of the structure Additional subsections of land may be added by mutual consent of contractor and project manager. Fuels selected for removal will be authorized by homeowner.
- (b) Contractor will provide before and after photos of work performed. These photos will be taken from static points of the defensible space boundary looking inward, toward the home. This boundary will be identified with blue flagging prior to contractor arrival.
- (c) Contractor will provide GPS tracks of project boundary, and area of active work. Contractor shall provide GPS tracks to FSCSC or CORE in KML or Shapefile format. Payment for completed work shall not be issued until these files have been received and accepted.

A.2 LOCATION AND DESCRIPTION

- (a) The project area is located on land belonging to various landowners and homeowners in the general vicinities of the Cecilville California area in Siskiyou County, CA.
- (b) See attached maps
- (c) Vegetation consists of, but is not limited to: tan oak, ceanothus (mostly deerbrush), manzanita, ribes, hazel, prunus, ponderosa pine, juniper, knobcone pine, Douglas fir, true firs, sugar pine, and incense cedar. Slopes range from 0 to 15 percent.
- (d) Before and during the performance of any of the contracts, the FSCSC and landowners will designate individual trees to be cut, saved and / or treated by the Contractor. Generally, mature tree spacing will be approximately 20 feet trunk-to-trunk and/or at landowners' discretion and as described in the Landowner Agreement. Specific "save" trees will be designated by pink flagging. **ALL** other trees and vegetation without pink flagging will be cut and removed. Pink ribbons on trees will be "save" trees often with limb-up instructions written on flagging. No trees greater than 12 inches D.B.H. (diameter-at-breast-height) will be cut on the project.
- (e) *Accessibility:*
 - (1) Nearly all work areas can be accessed by paved or dirt roads that are accessible by standard two-wheel drive during normal operating seasons.
 - (2) No vehicles will be permitted to operate off system roads without prior approval of the homeowner(s) and / or contracting officers.

A.3 WORKERS' COMPENSATION INSURANCE

The Contractor(s) and his sub-contractor(s) shall provide evidence of Worker's Compensation insurance or a letter from the State Department of Industrial Relations exempting the Contractor from the requirement.

NOTE: The Contractor working alone is not required to carry this insurance.

A.4 LICENSES AND INSURANCE

Before any work may begin on this project, the Contractor shall provide the FSCSC acceptable PL/PD and workers' compensation insurance certificates required in this part. If the Contractor fails to provide the documentation within 3 calendar days before contract time begins, the contract may be terminated.

A.5 SUPERVISION

Before work starts, the Contractor(s) shall designate in writing a person to act as contractors' representative(s) during the Contractors' absence from the work site. The Contractor shall list the extent of authority the representative will have on the job. The Contractor or the authorized representative(s) shall be on the project area whenever work is in progress. In the absence of the Contractor(s), the authorized representative will receive information and instructions and will take such action as is required to keep the job in good, safe progress under the terms of the contract. The Contractors' representative(s) or person in charge on the project must be able to communicate effectively by means of the English language.

A.6 CONTRACTOR FURNISHED PROPERTY

- (a) The Contractor(s) shall provide all transportation to and from the work area and all tools, equipment, and safety items required to accomplish the work in accordance with the specifications in this section. The Contractor(s) shall furnish power saw(s), chipper(s) and / or other cutting equipment, plus all gas, oil, and accessory tools necessary to keep them in good operating condition. The equipment will be approved by the Contracting Officer prior to their use as to suitability for this type of work and their compliance with fire hazard requirements. The contractor(s) shall furnish all safety and fire prevention equipment required by the California Public Resources Code 4431, Federal law or regulations, and by County ordinances.
- (b) *Recommended Equipment:* Good quality chainsaws, pole saws, loppers, log tongs, masticators and / or chipper(s) – capable of chipping up to 12 inch diameter woody material are recommended equipment.

- (c) *Measuring Devices.* The Contractor(s) shall have or provide employees with the necessary measuring devices to determine distances between and heights of vegetation, as necessary, plus device (s) to estimate contractor acreages worked and property lines / ownerships.
- (d) *Inspection of Equipment:* The Contracting Officer reserves the right to inspect all equipment furnished by the Contractor (s) prior to start of work. All equipment must meet specifications and be determined to be in safe, satisfactory condition, including personal proper protective equipment (P.P.E.) per CAL OSHA requirements.

A.7 WORKER SPECIFICATIONS

The Contractor (s) shall be responsible for training employees in proper and safe work standards and methods (e.g., see page 16: “limb pruning to the branch bark ridge”, et. al.).

SECTION B - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERERS

B.1 INSTRUCTIONS TO offerors

- (a) *Definitions.* As used in this provision—
 - (i) "Discussions" are negotiations that occur after establishment of the competitive range that may, at the Project Manager's discretion, result in the offeror being allowed to revise their proposal.
 - (ii) "In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
 - (iii) "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
 - (iv) "Proposal revision" is a change to a proposal made after the solicitation's closing date, at the request of or as allowed by a Project Manager as the result of negotiations.
 - (v) "Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.
- (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) *Submission, modification, revision, and withdrawal of proposals.*
 - (1) Submissions via electronic commerce only is required for the solicitation, as are proposals and modifications to proposals, addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror.
 - (2) The first page of the proposal must show—
 - (i) The name, address, and telephone and email address of the offeror.
 - (ii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iii) Names, titles, and telephone, including cellular numbers and electronic addresses of persons authorized to negotiate on the offeror's behalf with the FSCSC in connection with this solicitation; and
 - (iv) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
 - (3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the FSCSC office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 5:00 P.M. local time, for the designated FSCSC office on the date that proposal or revision is due.
 - (ii) Any proposal, modification, or revision received at the FSCSC office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Project Manager determines that accepting the late offer would not unduly delay the acquisition of proposed work to be contracted and performed well.
- (4) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the FSCSC infrastructure not later than 5:00 p.m., one working day prior to the date specified for receipt of proposals; or
- (5) There is acceptable evidence to establish that it was received at the FSCSC installation designated for receipt of offers and was under the FSCSC's control prior to the time set for receipt of offers; OR
- (i) Acceptable evidence to establish the time of receipt at the FSCSC installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of FSCSC personnel.
 - (ii) If an emergency or unanticipated event interrupts normal FSCSC processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent FSCSC requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal FSCSC processes resume.
 - (iii) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (6) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (7) Offerors shall submit proposals in response to this solicitation in English.
- (8) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (9) Offerors may submit revised proposals only if requested or allowed by the Project Manager.
- (10) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Project Manager.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the FSCSC except for evaluation purposes, shall—
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the FSCSC and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the FSCSC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the FSCSC's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The FSCSC intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the **best value** after evaluation in accordance with the factors and sub-factors in the solicitation.
- (2) The FSCSC may reject any or all proposals if such action is in the FSCSC's best interests.
- (3) The FSCSC may waive informalities and minor irregularities in proposal received.
- (4) The FSCSC intend to evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The FSCSC reserve the right to conduct discussions if the Project Manager later determines them to be necessary. If the Project Manager determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Project Manager may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The FSCSC reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The FSCSC reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the FSCSC's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the FSCSC.
- (8) The FSCSC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the FSCSC.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified (see page 1) in the proposal shall result in a binding contract without further action by either party.
- (11) The FSCSC may disclose the following information in post-award debriefings to other offerors:
 - (I) the overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the FSCSC during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

B.2 TYPE OF CONTRACT

The FSCSC contemplates award of a firm-fixed price indefinite quantity contract resulting from this solicitation.

B.3 INQUIRIES

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the FSCSC Project Manager. Offerors should contact only the Project Manager issuing the solicitation about any aspect of this requirement prior to contract award.

B.4 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS

- (a) *General Instructions.* Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.
- (1) The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.
 - (2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate"
 - (3) Proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the FSCSC. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.
 - (4) The FSCSC will evaluate proposals in accordance with the evaluation criteria set forth in Section B and C of this RFP.
 - (5) Offerors shall submit their proposal(s) in the following format and the quantities specified:
 - (i) One copy of the completed, signed offer
 - (ii) One copy of prices
 - (iii) One copy of the technical proposal

(b) *Technical Proposal Instructions.*

- (1) The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the FSCSC. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures and program for achieving the objectives of the specifications / statement of work. Proposals which merely paraphrase the requirements of the FSCSC's specifications / statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. At a minimum, the proposal must clearly provide the following:
 - (i) Technical Approach
 - (ii) Past Performance (waived for successful past FSCSC contractors).
 - (iii) Experience of Project Personnel who will work on project and verification of residence.
Preference will be given to contractor with all Siskiyou County residents.

B.5 AMENDMENTS TO PROPOSALS

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

SECTION C- EVALUATION FACTORS FOR AWARD

C.1 PROPOSAL REQUIREMENTS

Criteria (01) - Technical Approach

- (a) A work plan must be submitted indicating how each job within the specifications will be accomplished. The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being performed.
- (b) The technical proposal must include information on how the project is to be organized, staffed and managed. Information should be provided which will demonstrate the offeror understands and management of important events or tasks. The offeror must explain how the management and coordination of consultant and / or subcontractor efforts will be accomplished. Sub-contractors **MUST** be approved by the FSCSC and are subject to all contract provisions and criteria.
- (c) Information to be provided in the technical approach include, type of equipment to be utilized, quality control and supervision to assure specifications are met, and production capability.

Criteria (02) - Past Performance (waived for past successful FSCSC contractors);

- (a) The technical proposal must provide the general background, experience and qualifications of the organization. Similar or related contracts, and / or grants should be included and / or each contain the name of the customer, contract number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer.
- (b) The technical proposal shall include a listing of similar previous projects within the last three (3) years with telephone numbers of key personnel on the projects.

Criteria (03) - Experience of Project Personnel

- (a) The technical proposal must include a list of names, county of residence, and proposed duties of all personnel, consultants, and key subcontractor employees assigned to the project. Brief single-page resumes should be included and should contain information on education, background, recent work experience, and specific scientific or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included.

Criteria (04) – Capacity of these or Similar Projects

- (a) Offerors are required to provide information regarding the availability to supply qualified resources to complete this project. List on-going contract and pending awards, and address how that may affect your capacity to supply crews and how you would address the need for additional personnel for crews. This project must be completed in the time line agreed upon in the contract.

Criteria (05) – Price

- (a) Offeror shall submit prices, which reflect the costs for the project, considering all related costs and profits. Pricing information shall be submitted on the Schedule in Section B.

C.2 ACCEPTABILITY OF PROPOSALS

The proposals will be evaluated on both price and technical acceptability. Technical acceptability will be evaluated using the technical factors described above. The Contracting Officer will subjectively evaluate each proposal for price reasonableness in order to determine whether price proposals are consistent with technical proposals.

C.3 PRICE PROPOSALS

Non-price evaluation factors, when combined, are as important as price. However, the FSCSC reserves the right to make cost/benefit tradeoffs that are in the best interest of and advantageous to the FSCSC.

C.4 SOURCE SELECTION PROCEDURE

- (b) The FSCSC intends to evaluate proposals and may award a contract(s) without discussions with offerors. Therefore, offerors will be advised to submit initial offers in the most favorable terms from a price and technical standpoint.
- (c) The source selection procedure will begin with an initial review of the proposals and continue through a technical evaluation conducted by the technical evaluation board. The technical evaluation board will rate the proposals based on the evaluation criteria identified above. The results of the technical evaluation board ratings will be presented to the Project Manager (PM). If necessary, the PM will make the price proposals available to the technical evaluation board. The PM will determine ranking of each offer and establish the competitive range.
- (d) The ranking in the competitive range will then be used to determine that offer that is most advantageous to the FSCSC. The source selection official will make the final source selection decision.
- (e) If it is determined that discussions are necessary, the technical evaluation board and the Project Manager and / or his representative(s) will initiate discussions (written and / or oral) with each offeror in the competitive range. At the conclusion of the discussions, a call for revised proposals from those in the competitive range will be requested.
- (f) The technical evaluation board will review the revised proposals and establish final ratings that will be presented to the source selection official. The source selection official will follow the procedures and previously stated.

C.5 AWARD OF CONTRACT

More than one award may result from this proposal. The FSCSC will award the contract(s) resulting from this solicitation to that offeror(s): (1) whose proposal is technically acceptable and (2) whose technical/price relationship is the most advantageous to the FSCSC. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The FSCSC reserves the right to make price/technical trade-offs that are in the best interest and to the advantage of the FSCSC. ***The FSCSC may reject any or all offers if such action is determined to be in the best interest of the FSCSC.***

PART II – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION E– LIST OF ATTACHMENTS

<u>List of Attachments</u>	<u>No. of Pages</u>
SECTION F – VEGETATION THINNING AGREEMENT	11
ATTACHMENT A	1

**SECTION F – VEGETATION THINNING AGREEMENT
ARTICLE I. GENERAL PROVISIONS**

1. Contractor to Space Trees and Vegetation

Subject to the terms and conditions hereof, the Contractor will thin existing vegetation and perform fuel reduction as specified by Public Resource Code (P.R.C.) 4291 (attached) by cutting, limbing and chipping on acreage NOT to exceed **100 ft** defensible space of residence within designated unit, plainly designated with blue plastic flagging on-site by FSC representative. No trees greater than 12 inches D.B.H. will be removed without special review by the FSC.

2. Independent Contractor

Contractor, as an independent operator, shall furnish at his own expense all supervision, labor, machinery, tools, trucks, and all other equipment and supplies necessary to enable the Contractor to thin the contract area as herein provided.

3. Payment of Expenses

Contractor agrees to assume and pay expenses of every kind and nature incident to cutting, limbing, mastication and / or chipping of the vegetation and to keep the land in the contract area and the vegetation thereon free at all times from all claims and liens of whatsoever nature arising out of any matter or things connected with said fuel reduction operations.

4. Inspection and Basis of Payment

During and upon completion of work by Contractor, FSC representative shall inspect each unit with sample plots to measure compliance with contract specifications. Unless otherwise agreed to by both parties, the findings of FSC shall be considered as final and binding. The method for determining compliance will be as follows:

A. Items Examined:

1. Spacing of vegetation.
2. Quality of leave vegetation including proper cutting of limbs to branch bark ridges of trees.
3. Stump height and severance.
4. Litter.

B. Inspections will be made on a series of 1/20th acre randomly selected plots or other comparable technique. A sufficient sample will be taken to total at least one percent of the area being inspected.

1. Leave trees and vegetation:

- a. Number of trees/shrubs shall meet P.R.C. 4291(attached) requirements for cutting and removal.

2. The following items constitute poor quality work and will be recorded as follows:

- a. Stumps over six inches high on high side of ground or stumps with hingewood left on (must cut off hinges)
- b. Severing non-specified trees/shrubs (those FLAGGED in pink flagging)
- c. Treatments not meeting P.R.C. 4291
- d. Leave standing dead or half-dead trees or shrubs less than 12” D.B.H (these half-dead or dead shrubs and trees are to be removed.)
- e. Not bucking windfalls into 8-12 ft. segments.
- f. Not bucking downed “jack- pot” vegetation piles to within 12 inches above forest floors
- g. More than 2% “skin-ups” are not acceptable per sample plot.
- h. Limb-ups of tree canopies less than 6 to 10 feet above soil lines on mature trees or less than 30% Crown To Stem Ratio (CTSR) on trees less than 20 foot height is deemed not acceptable work.

C. If the thinning fails to meet P.R.C. 4291 and above specifications, FSC representative will notify Contractor in writing and order improvement in the quality of fuel reductions. If the quality is not raised to specifications within five work days after receipt of notice in writing from FSC representative, Contractor's right to proceed may be terminated and the contract considered in default.

1. Special Instructions: Unless otherwise designated, operator is to spread chips to a 4” depth or less back onto treatment area.

5. Payment

Contractor shall, no earlier than **April 15, 2022** shear, cut, sever or thin designated trees/shrubs as specified by FSC, chip and spread or haul as specified starting no later than **December 1, 2022**. FSCSC agrees to pay Contractor \$_____.00 per acre for completed fuel reduction. Project will be measured after the fuel reduction is completed, using GPS tracking to retrieve exact acres treated.

Contractor shall also perform all necessary lopping, slash disposal, erosion control, road maintenance, and other work which hereinafter collectively will be referred to as "work". Contractor shall perform said work diligently, in a good professional manner, and in accordance with the **best** current thinning practices.

When Contractor has presented to FSC the payment requests, and performed said work as set forth therein, FSC shall pay Contractor at the applicable rates as set forth below:

- A. 15-60 days (dependent on USDA Forest Service Financial Center's turnaround of funds requested) following submission on contractor's invoice.

6. Insurance

Contractor shall obtain and keep in force at all times during the term of this agreement and each and every extension thereof:

- A. Comprehensive General Liability insurance in the amount of \$ 2,000,000 combined single limit per occurrence for Bodily Injury, Personal Injury and Property Damage.
- B. Automobile Liability in the amount of \$ 2,000,000 combined single limit per accident for Bodily Injury and Property Damage including both owned and non-owned automobiles.
- C. Property Damage Liability insurance, equivalent to that provided under Logger's Third Party Liability policies, in the sum of \$ 2,000,000 including coverage for firefighting expense, and covering all operations of Contractor on the premises referred to herein; and,
- D. Workers' Compensation insurance fully protecting all of Contractor's employees in accordance with the statutory requirements of the State of California and / or of the state in which Contractor's employees are hired.

Policies of Personal Injury Liability and / or Property Damage Liability insurance **shall contain a Contractual Liability endorsement** recognizing the existence of the hold harmless agreement herein set forth and provide coverage against liability contractually assumed, and provide for extension of coverage to include Contractor's liability thereunder. All such policies shall name FIRE SAFE COUNCIL OF SISKIYOU COUNTY, and THE MOUNT SHASTA AREA FIRE SAFE COUNCIL as "ADDITIONAL INSURED" as respects to all operations of Contractor. All such policies shall further include coverage for Products and for Completed Operations Liability, as well as for the liability of any independent contractors.

Complete duplicates of all policies, including all endorsements thereto, or a certificate acceptable to FSCSC, shall be deposited with FSCSC at or prior to execution at least thirty (30) days prior to termination of any such policy or policies. Contractor shall not perform under this agreement prior to such deposit and approval of such policies by FSCSC in writing. If Contractor has failed, for any reason, to secure any of said policies or an acceptable certificate within ten (10) days from the date of execution of this contract FSCSC may, in addition to any other remedy available to it, terminate this agreement on notice to Contractor.

All policies shall contain a provision requiring a thirty (30) day notice to be given to FSCSC prior to cancellation, modification or reduction of limits and shall be issued by an Insurer acceptable to FSCSC. All policies other than Workers' Compensation policies shall be stipulated as the primary insurance shall thus be liable for the full amount of any loss up to and including the limits of liability set forth in this agreement, without right of contribution from any other policies affected by FSCSC.

7. Duration of Contract

All operations of the Contractor in relation to fulfilling this contract shall be completed on or before **December 1, 2024**. In the event operations of Contractor are substantially interrupted due to acts of God, strikes or weather condition, the term of this agreement, upon the written request of the Contractor will be extended by the number of days of interruption. Such written request must be submitted to FSCSC within (15) days of such interruptions and approved by the USDA Forest Service.

8. Inspection of Records

Contractor agrees that it will keep complete and accurate records in the ordinary course of business with respect to its fuel reduction operations hereunder, and that FSCSC, and its authorized representatives, at any and all reasonable times, may inspect Contractor's records relating to:

- A. Person-days and equipment hours spent on the job.
- B. Compliance by Contractor with all State of California and Federal laws and lawful regulations applicable to Contractor's operations hereunder.
- B. Performance by Contractor of its obligations under this contract.
- C. Roster of crew people, used on this project, indicating Siskiyou County residency.

9. Liens

Contractor agrees to pay all labor and other bills incurred by him under this agreement promptly before delinquency and to furnish the Fire Safe Council of Siskiyou, as it may require, with proof that all such labor, bills and expense are paid. The Contractor shall not cause any lien to become attached to the property of the Fire Safe Council of Siskiyou County, Mount Shasta Area Fire Safe Council, the contract project managers or projects' landowners.

10. Termination and Cancellation

This agreement may be canceled or terminated in the following ways:

- A. Upon completion of Contractor's operations hereunder, but in no event later than **December 1, 2024**.
- B. FSCSC shall have the right to stop the work at any time after the same has been commenced and before completion thereof, and in the event of such suspension, the FSCSC Manager shall prepare a final estimate of the value of the work done, including moving costs for equipment delivered at the site of the work, and this amount, if any, shall be paid to Contractor, and there-upon this agreement shall be automatically terminated.
- C. If Contractor or any partner becomes, in the opinion of FSCSC, insolvent, or becomes bankrupt, voluntarily or involuntarily, or makes an assignment for the benefit of creditors, such action shall constitute a breach of this agreement by Contractor, which FSCSC may cancel immediately without notice or obligation to Contractor other than to pay for work performed.
- D. This contract may be canceled by either party hereto for default by the other upon ten (10) days written notice to the other, unless prior to the expiration of such period, the party in default shall have cured the same.
- E. In the event Contractor shall commit any material breach of this contract, and shall fail to make such default good after 15 days notice, in writing, from FSCSC, The FSCSC may forthwith cancel this agreement and terminate all rights of the Contractor hereunder, but such remedy shall not be exclusive and shall be in addition to any other rights of FSCSC hereunder.

11. Notice

Any notice to be given to either party hereto to the other under the provisions of or with respect to this agreement may be served personally or by registered mail, addressed to the party to be served as follows:

COMPANY: FIRE SAFE COUNCIL OF SISKIYOU COUNTY
 Attn: Giselle Nova
 PO Box 124, Mount Shasta, CA 96067
 novavita@sbcglobal.net

CONTRACTOR: _____

12. Adjustments

FSCSC holds the right to substitute comparable area with comparable thinning cost in the event of a change in Contract Area.

13. Compliance with Laws

Contractor agrees to comply with all laws of the State of California and regulations of the California State Industrial Accident Commission. The Labor Relations Board and CALOSHA relating to Workers' Compensation and to maintain at all times during the continuance of this contract full coverage under the Workers' Compensation Law of said State of himself as employer and of all his employees while performing any work under this contract, and to pay into the California State Industrial Accident Fund all contributions required because of said coverage. Contractor further agrees that FSCSC shall have the right at any and all reasonable times to inspect and audit the books and records of the Contractor for the purpose of assuring itself that the Contractor is fully complying with the terms of this paragraph. Contractor also agrees to comply with all other State and Federal laws and lawful regulations that now have or may hereafter have a bearing on this contract or Contractor's operations hereunder.

14. Other Provisions

- A. Prosecution and Progress of work. Contractor shall begin within seven (7) days after execution of the agreement and will work diligently until the operation is completed on or before the indicated termination date.
- B. **FSCSC shall retain, as a performance fund (holdback) from payments herein, to secure performance of this agreement, at the rate \$ ____ .00 per residence of the contract until such time as all work required hereunder is completed.**

ARTICLE II – SPECIFICATIONS FOR SPACING

1. Equipment Limitations

Handcrew work is limited to equipment which will completely sever the tree/shrub bole from the stump and lay the bole in a horizontal position on the ground. Limbs must be cleanly severed from the bole in the case of tree canopy limbing at the **BRANCH BARK RIDGES** (see diagram attached to be provided by the contractor to their crew people).

A one acre mastication machine test plot will be established near the southeast part of the test fuelbreak mastication unit to assess the machine's performance, quality of masticated chip and operator's overall level of performance. If not acceptable by Fire Safe Council review, Contractor will have seven (7) days to substitute an acceptable machine and / or operator.

Mastication Work is limited to equipment which will completely sever the tree/shrub bole from the stump and lay the masticated material in a fairly horizontal position on the ground, the plant cut approximately one (1) inch or lower above the forest floor. The chip quality produced must not exceed three (3) inches wide by four (4) inches long and lay relatively flat on the forest floor. Unacceptable material is too long, stringy, and / or coarse, masticated material or that which exceeds the three (3) by four (4) inch dimension acceptable size.

2. Slash Modification

All vegetative debris, resulting from the thinning operation, is considered slash. Slash shall be removed from the treatment area by chipping. Chips shall be evenly distributed for a distance of up to 20 feet from the treatment area and not in the road, the road ditch, nor in the stream course area of more than 30 feet to either side of stream course gradient, depending on stream course rating. Chips need to be spread to a depth not to exceed four inches upon the forest floor.

3. Salvageable Material

Salvageable material, as designated by FSCSC, shall be left on site, i.e., wood cut into 4-6 foot movable lengths, with tree tops cut to approximate 4 inches and de-limbed, and left for residents, unless exceptions are noted before or during work progress.

4. Definitions of Terms:

Spacing Distance shall be according to P.R.C. 4291 (attached)

D.B.H. Diameter of a tree at breast height, measured at a point four and one-half feet above the ground.

Bole Main stem of the tree/shrub.

Hang-up Any thinning slash (limbs or boles) leaning into or suspended by another tree or object.

Excess Trees Uncut trees not needed to meet average spacing.

Thinning Slash Limbs or boles of cut trees and branches of brush.

Unit A reference to each thinning unit as identified on the work map.

Overtopping All vegetation that intersects a cone radiating forty-five degrees (45) from each side of the terminal leader of a leave tree.

Surplus Tree Any tree contractor does not cut that is designated as a cut tree by definition herein.

Deficient Tree Any leave tree/shrub as defined herein that has been cut or damaged by Contractor.

Leave Trees/Shrubs Trees/shrubs that are to be left without treatment. They may fall into three categories:

- A. All trees greater than ten (10) inches DBH.
- B. Those healthy trees/shrubs required to meet an average spacing requirements of a least 7 by 7 feet between leave tree canopy sides, (and use "Thumb Rule of 8's"; add 8 feet to the diameter breast height of a "leave" tree, e.g., a 10-inch D.B.H. leave tree plus 8 feet would equal 18 feet. This is the approx. 18 ft. spacing from trunk-to-trunk measurement of this 10-inch D.B.H "leave" tree to another "leave" tree's trunk).
- C. All trees/shrubs marked with pink flagging are leave plants, with blue flags tied on or designating cutting unit boundary (ies) deemed "take plants" as agreed to prior to operations.

Cut Trees Cut trees will be comprehensively flagged with blue flagging **ONLY** in **SAMPLE PLOTS** on specifically designated properties **ONLY** as the examples for Fire Safe Council cutting expectations for cutting criteria by contractor’s crew to follow these examples throughout as the same cutting needs for cutting unit overall. Additionally, include all trees/shrubs selected to be cut, according to the following criteria:

- A. All trees/shrubs up to ten (10) inches DBH that are not designated as leave trees and are not needed to meet average 7x7 foot immature tree canopy spacing requirements, or appx. 20 ft. height tree trunk-to-trunk spacing (per “Thumb Rule of 8’s”).
- B. Per P.R.C. 4291, leave shrubs must be cut to islands of approximately 4 feet canopy maximum diameters, with spacing between shrubs to be twice the height of the leave shrub. A single flag on a shrub clump indicates removing the **ENTIRE** shrub clump.

5. Work Methods and Standards

The Contractor may, at times, be required to select the trees/shrubs to be left and shall do so according to the following guidelines:

Characteristics of Acceptable Leave Trees	Characteristics of Unacceptable Trees
A. Dominance - Tree Taller than others of same age.	A. Suppressed tree – Shorter than others of the same age.
B. Foliage - Dark green color over entire crown area, with over 30% live crown.	B. Faded yellowish, or reddish color, sparse foliage with less than 30% live crown.
C. Straight Bole.	C. Bent, crooked or forked bole.
D. Single branch terminal.	D. Two or more terminal leaders of approximately equal lengths.
E. Free from major physical defects.	E. Evidence of damage from falling trees, frost cracks, gophers, porcupines, machinery, etc.
F. Free from insects or disease damage.	F. Evidence of insect or disease damage indicated by color of foliage, pitch on bole, deformation, fruiting bodies of pathogens.
G. Desirable Species (oaks, pines, firs, designated by FSC representative mountain mahoney, elder berry, & aspen)	G. Undesirable species (conifers) designated by FSC representative
H. Canopy less than half-dead and otherwise healthy shrub or tree	H. Half-dead (or greater) tree or shrub unhealthy tree
<ol style="list-style-type: none"> 1. Immature “leave” trees shall be spaced without canopies of such leave trees interlocking with other trees’ canopy branches for an average retention of approximately <u>40</u> stems per acre or less. 2. Trees left shall be healthy, vigorous, undamaged, dominate trees. 3. All dead or half-dead unhealthy trees/shrubs shall be cut. 4. If a portion of stand to be thinned does not contain the desirable species, the same guidelines will be applied to the undesirable species and the better trees will be selected as leave trees. 5. All trees felled shall be cut below the lowest live limb. Stumps shall be cut as low as possible, but not higher than 6 inches above the soil line on the high side of the cut, with hingewood removed. 	

6. FSCSC reserves the right to designate individual leave trees and individual cut trees.

7. All conifer and hardwood trees described in Article II, Paragraph 4, "Cut Trees", of this agreement, and trees not otherwise required or designated as a leave tree under the specifications for said trees, shall be completely severed from the stump by Contractor.

8. Leave trees shall be limbed properly at **BRANCH BARK RIDGES** (crew to see handout guidelines) of the bole to a height of 8-10 feet above soil line, or on small trees not to exceed 30% crown to stem ratio, e.g., 12 foot tree needs limb-up to approximately 4 feet above soil line, unless designated otherwise by FSC. Trees less than 6 ft. need no limb-ups.

6. Stump Height

Trees will be cut below the lowest live limb, but not more than six (6) inches from the ground on stumps high side above the ground.

7. Snag Felling

All snags up to ten inches (10) in diameter shall be felled concurrently with spacing, unless specified as leave snags for wildlife habitat by FSCSC and will be bucked into 8-12 ft. log segments.

8. Fallen Trees Removed

Cut trees shall be felled away from all homes, buildings, roads, streams, telephone lines, established trails, fence lines, other improvements, etc. All hang-ups shall be dislodged, where removal is not a safety hazard, as determined by the FSCSC representative. All windfalls and deadfalls shall be bucked and / or removed, unless covered with dirt or vines.

9. Protection of Land Corners

Contractor shall take all precautions necessary to protect and preserve all land corners, witness trees or monuments (e.g. flagging at property corners) against destruction, obliteration, or damage during the work lay-out plan for this spacing operation. Land corners, witness trees, or monuments damaged or obliterated by the Contractor will be restored by a licensed surveyor at Contractor's expense.

10. Soil Erosion

Contractor shall take adequate measures, as determined by the FSCSC representative, to minimize damage to the soil and to prevent the creation of conditions contributive to soil erosion; keep blackberry vines intact.

11. Damage

Any damage to improvements by Contractor or his crew shall be repaired within two (2) working days at the expense of Contractor.

12. Litter

Contractor shall not leave any litter in or around the treatment area nor on project sites.

ARTICLE III - FIRE PREVENTION AND SUPPRESSION

1. Fire Precautions

The parties hereto recognize that there is a risk involved in performing spacing operations on the lands hereinabove described. Contractor shall at all times conform to Federal, State and Municipal laws and regulations pertaining to fire protection and suppression.

- A. Operations shall cease when humidity is 20% or lower, or when in the judgment of FSCSC, the fire danger requires such action, without incurring any liability to Contractor for damage, or extra compensation.

2. Fire Tools

During the fire season or any period of fire danger as may be designated by the FSC representative, each of the contractors' machines and all vehicles shall carry a chemical fire extinguisher of at least two (2) pound minimum capacity of a type approved by the State Forester and a shovel in good condition with not less than a three foot (3 Ft.) handle and a blade not less than 7-3/4" wide plus two 5 gallon backpack type pumps filled with water.

3. Fire Equipment on Trucks

At all times, each truck used on the Contract area shall be equipped with an axe and two shovels, and with a usable chemical fire extinguisher of at least two (2) pound capacity and such type as to be effective against oil and gas fires.

4. Smoking

During periods of fire danger, smoking shall be permitted only in 100 ft. square areas that are free from flammable material.

5. Warming Fires

During closed fire season, the building of cooking or warming fires shall not be permitted.

6. Control and Reporting Fires

Contractor shall exert every reasonable effort at his expense to control, extinguish or prevent the spread of fire on, to, or from the Contracted area. Contractor shall immediately notify 911 of any fire which may arise upon or threaten the Contracted project area or adjoining lands.

7. Penalty for Violation of Preventing Stipulations

FSCSC representative may, at his/her discretion, suspend or terminate an operation of Contractor for failure to comply with any of the fire prevention stipulations. The FSCSC representative may lift the suspension when, in his/her opinion, the failure has been corrected. FSCSC may terminate the rights of Contractor under the contract, where in the sole discretion of FSCSC representative in charge, the continued non-compliance of the Contractor with fire prevention and fire control stipulations may endanger the lands, timber, or property of others.

8. Responsibility of Contractor

Nothing in the foregoing fire prevention and fire suppression stipulations shall relieve the Contractor from any responsibility under any applicable State and Federal law or regulation.

ARTICLE IV- MEDIATION

The parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration. Any party may commence mediation by providing to the other party a request for mediation setting forth the subject of the dispute and the relief requested. Once mediation has been requested, each party will provide the other party three names of three proposed mediators in Siskiyou County in order of preference within ten days of the demand for mediation and the mediation shall be scheduled within 30 days of the request to the extent reasonably possible. The first matching name on each party's list shall be the mediator. If the parties have no matching names and cannot agree on a mediator, then any party may seek appointment of a mediator through a petition to the Siskiyou County Superior Court. Each party shall participate in the mediation in good faith. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to timely mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. All offers, promises, conduct and statements, whether oral or written, made in the course of mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and / or the mediator's employees, are confidential, privileged and inadmissible for any purpose, including impeachment, and any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

ARTICLE V-CONTRACT DOCUMENTS

This instrument, together with the other documents listed below, which said other documents shall be as binding upon the parties hereto as if they were fully set forth herein, SHALL FORM THE CONTRACT. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents.

The Contract Documents, sometimes also referred to as “The Contract,” consist of the following:

- X a. Advertisement for Bids
- X b. Instructions to Bidders
- X c. Proposal Submitted by Contractor
- X d. List of subcontractors
- X e. Experience Statement
- X f. Agreement
- X g. General Provisions
- X h. Technical Provisions
- X i. Project Location Maps
- X j. Certificates of Insurance

IN WITNESS WHEREOF, FSCSC has caused this Agreement to be executed by the authorized representative of FSCSC, and the Contractor has hereunto set his hand, this day and year first above written.

CONTRACTOR’S NAME:

FIRE SAFE COUNCIL of SISKIYOU COUNTY

Print: _____

Print: _____

Signature: _____

Signature: _____

Fed Emp ID# _____

Title: : _____

Shaded Fuelbreak:

A well-designed fuelbreak will alter the behavior of wildland fire entering the fuel-altered zone. Both surface and crown fire behavior may be reduced. Shaded fuelbreaks must be created in the context of the landscape within which they are placed. No absolute standards for fuelbreak width or fuel reduction are possible, although recent proposals for forested fuelbreaks suggest 400 meter wide bands where surface fuels are reduced and crown fuels are thinned. Landscape-level treatments such as prescribed fire can use shaded fuelbreaks as anchor points, and extend the zone of altered fire behavior to larger proportions of the landscape. Coupling fuelbreaks with area-wide fuel treatments can reduce the size, intensity, and effects of wildland fires. (from Ask.com)

PUBLIC RESOURCES CODE – PRC 4291.

(a) A person who owns, leases, controls, operates, or maintains a building or structure in, upon, or adjoining a mountainous area, forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material, shall at all times do all of the following:

(1) Maintain defensible space of 100 feet from each side and from the front and rear of the structure, but not beyond the property line except as provided in paragraph (2). The amount of fuel modification necessary shall take into account the flammability of the structure as affected by building material, building standards, location, and type of vegetation. Fuels shall be maintained in a condition so that a wildfire burning under average weather conditions would be unlikely to ignite the structure. This paragraph does not apply to single specimens of trees or other vegetation that are well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to a structure or from a structure to other nearby vegetation. The intensity of fuels management may vary within the 100-foot perimeter of the structure, the most intense being within the first 30 feet around the structure. Consistent with fuels management objectives, steps should be taken to minimize erosion. For the purposes of this paragraph, “fuel” means any combustible material, including petroleum-based products and wildland fuels.

(2) A greater distance than that required under paragraph (1) may be required by state law, local ordinance, rule, or regulation. Clearance beyond the property line may only be required if the state law, local ordinance, rule, or regulation includes findings that the clearing is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite the structure, and there is no other feasible mitigation measure possible to reduce the risk of ignition or spread of wildfire to the structure. Clearance on adjacent property shall only be conducted following written consent by the adjacent landowner.

(3) An insurance company that insures an occupied dwelling or occupied structure may require a greater distance than that required under paragraph (1) if a fire expert, designated by the director, provides findings that the clearing is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite the structure, and there is no other feasible mitigation measure possible to reduce the risk of ignition or spread of wildfire to the structure. The greater distance may not be beyond the property line unless allowed by state law, local ordinance, rule, or regulation.

(4) Remove that portion of a tree that extends within 10 feet of the outlet of a chimney or stovepipe.

(5) Maintain a tree, shrub, or other plant adjacent to or overhanging a building free of dead or dying wood.

(6) Maintain the roof of a structure free of leaves, needles, or other vegetative materials.

(7) Prior to constructing a new building or structure or rebuilding a building or structure damaged by a fire in an area subject to this section, the construction or rebuilding of which requires a building permit, the owner shall obtain a certification from the local building official that the dwelling or structure, as proposed to be built, complies with all applicable state and local building standards, including those described in subdivision (b) of Section 51189 of the Government Code, and shall provide a copy of the certification, upon request, to the insurer providing course of construction insurance coverage for the building or structure. Upon completion of the construction or rebuilding, the owner shall obtain from the local building official, a copy of the final inspection report that demonstrates that the dwelling or structure was constructed in compliance with all applicable state and local building standards, including those described in subdivision (b) of Section 51189 of the Government Code, and shall provide a copy of the report, upon request, to the property insurance carrier that insures the dwelling or structure.

(b) A person is not required under this section to manage fuels on land if that person does not have the legal right to manage fuels, nor is a person required to enter upon or to alter property that is owned by any other person without the consent of the owner of the property.

(c) (1) Except as provided in Section 18930 of the Health and Safety Code, the director may adopt regulations exempting a structure with an exterior constructed entirely of nonflammable materials, or, conditioned upon the contents and composition of the structure, the director may vary the requirements respecting the removing or clearing away of flammable vegetation or other combustible growth with respect to the area surrounding those structures.

(2) An exemption or variance under paragraph (1) shall not apply unless and until the occupant of the structure, or if there is not an occupant, the owner of the structure, files with the department, in a form as the director shall prescribe, a written consent to the inspection of the interior and contents of the structure to ascertain whether this section and the regulations adopted under this section are complied with at all times.

(d) The director may authorize the removal of vegetation that is not consistent with the standards of this section. The director may prescribe a procedure for the removal of that vegetation and make the expense a lien upon the building, structure, or grounds, in the same manner that is applicable to a legislative body under Section 51186 of the Government Code.

(e) The department shall develop, periodically update, and post on its Internet Web site a guidance document on fuels management pursuant to this chapter. Guidance shall include, but not be limited to, regionally appropriate vegetation management suggestions that preserve and restore native species that are fire resistant or drought tolerant, or both, minimize erosion, minimize water consumption, and permit trees near homes for shade, aesthetics, and habitat; and suggestions to minimize or eliminate the risk of flammability of nonvegetative sources of combustion such as woodpiles, propane tanks, decks, and outdoor lawn furniture.

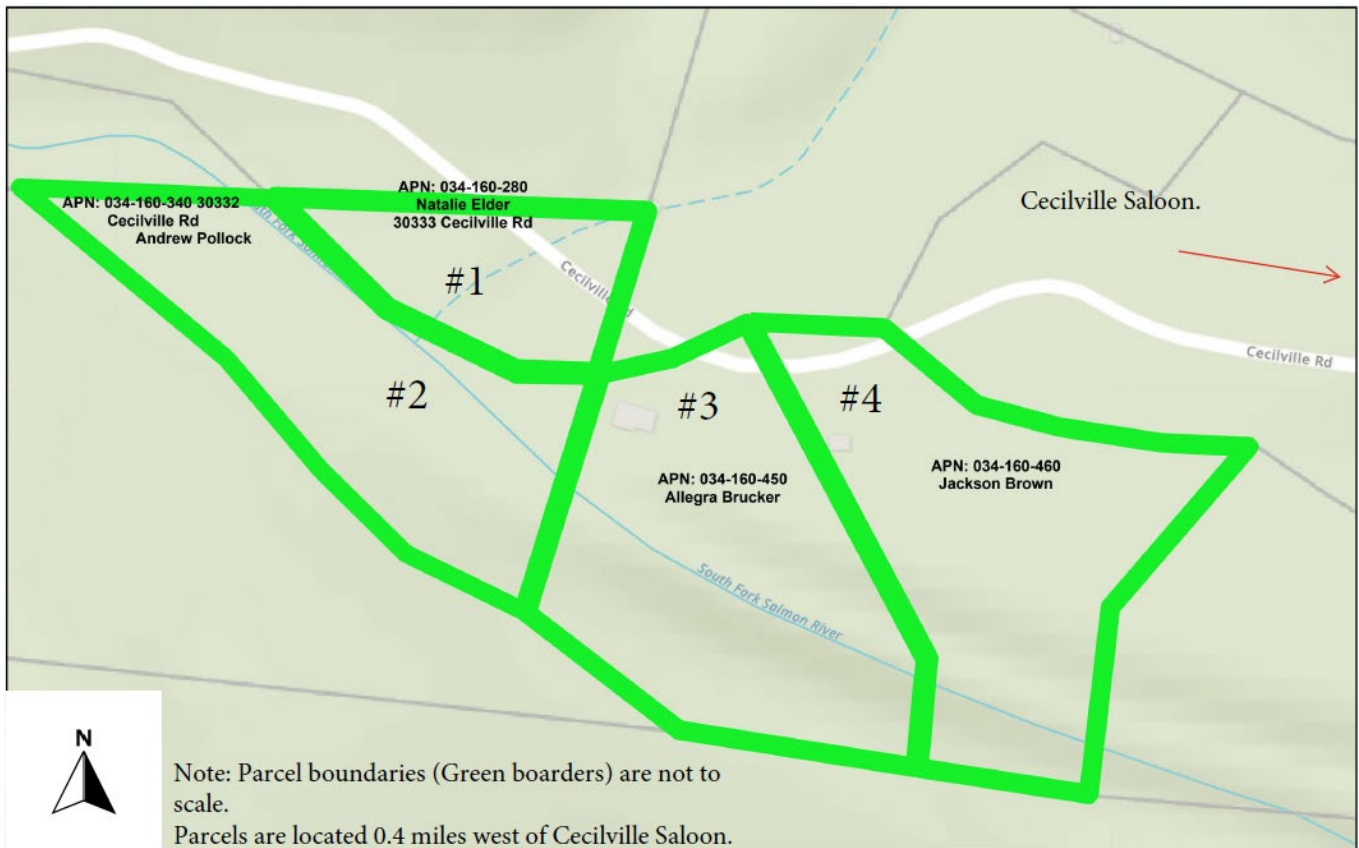
(f) As used in this section, “person” means a private individual, organization, partnership, limited liability company, or corporation.

(Amended by Stats. 2018, Ch. 641, Sec. 7. (AB 2911) Effective January 1, 2019.)

Parcel Key:

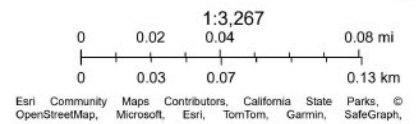
Assigned Project Number	APN #	Address	City
1	034-160-280	30333 Cecilville Rd	Cecilville
2	034-160-340	30332 Cecilville Rd	Cecilville
3	034-160-450	30224 Cecilville Rd	Cecilville
4	034-160-460	No Address	Cecilville
5	034-250-040	212 Taylor Creek Rd	Cecilville
6	034-250-040	212 Taylor Creek Rd	Cecilville
7	034-250-040	212 Taylor Creek Rd	Cecilville
8	034-140-240	1400 TAYLOR CREEK RD	Cecilville
9	340-430-350	No Address	Cecilville
10	034-160-220	29625 CECILVILLE RD	Cecilville
11	034-160-490	30001 Cecilville Road	Cecilville
12	034-160-440	No Address, Across from Saloon	Cecilville
13	034-160-490	30001 Cecilville Rd	Cecilville
14	034-160-490	30001 Cecilville Rd	Cecilville
15		29234 Cecilville Rd	Cecilville

Cecilville Road Parcel Map

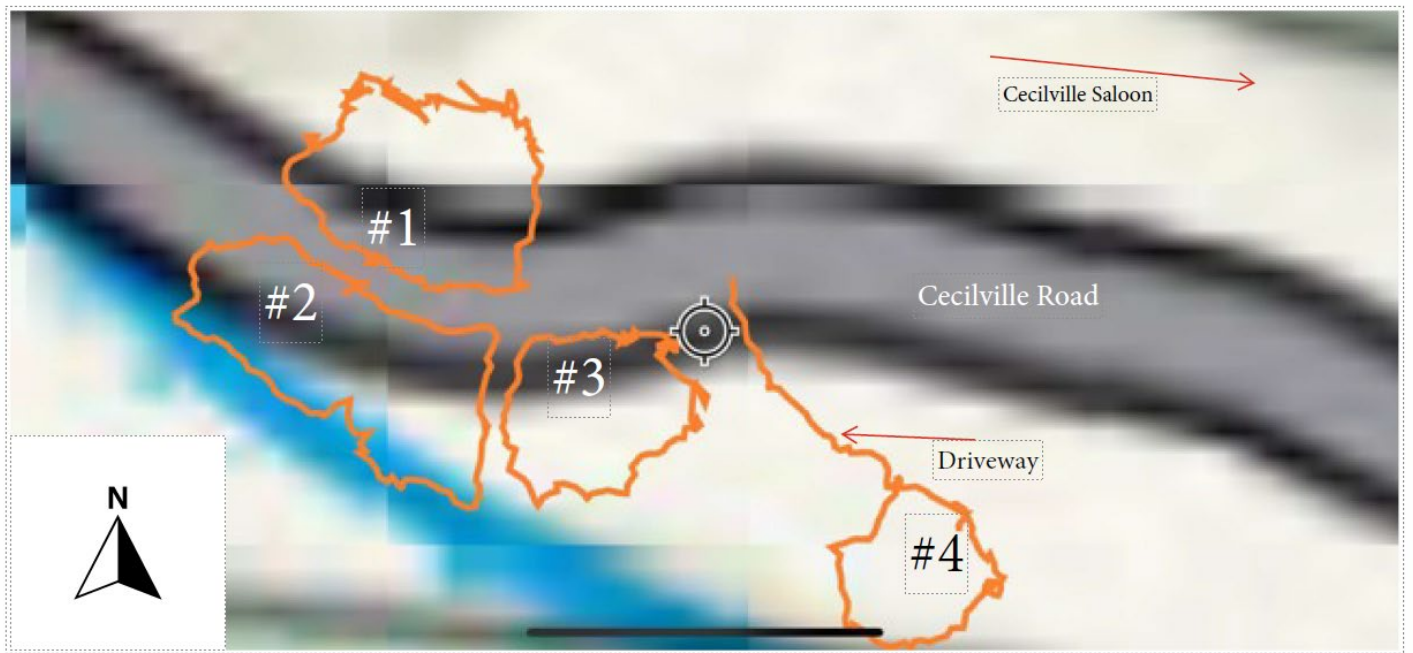


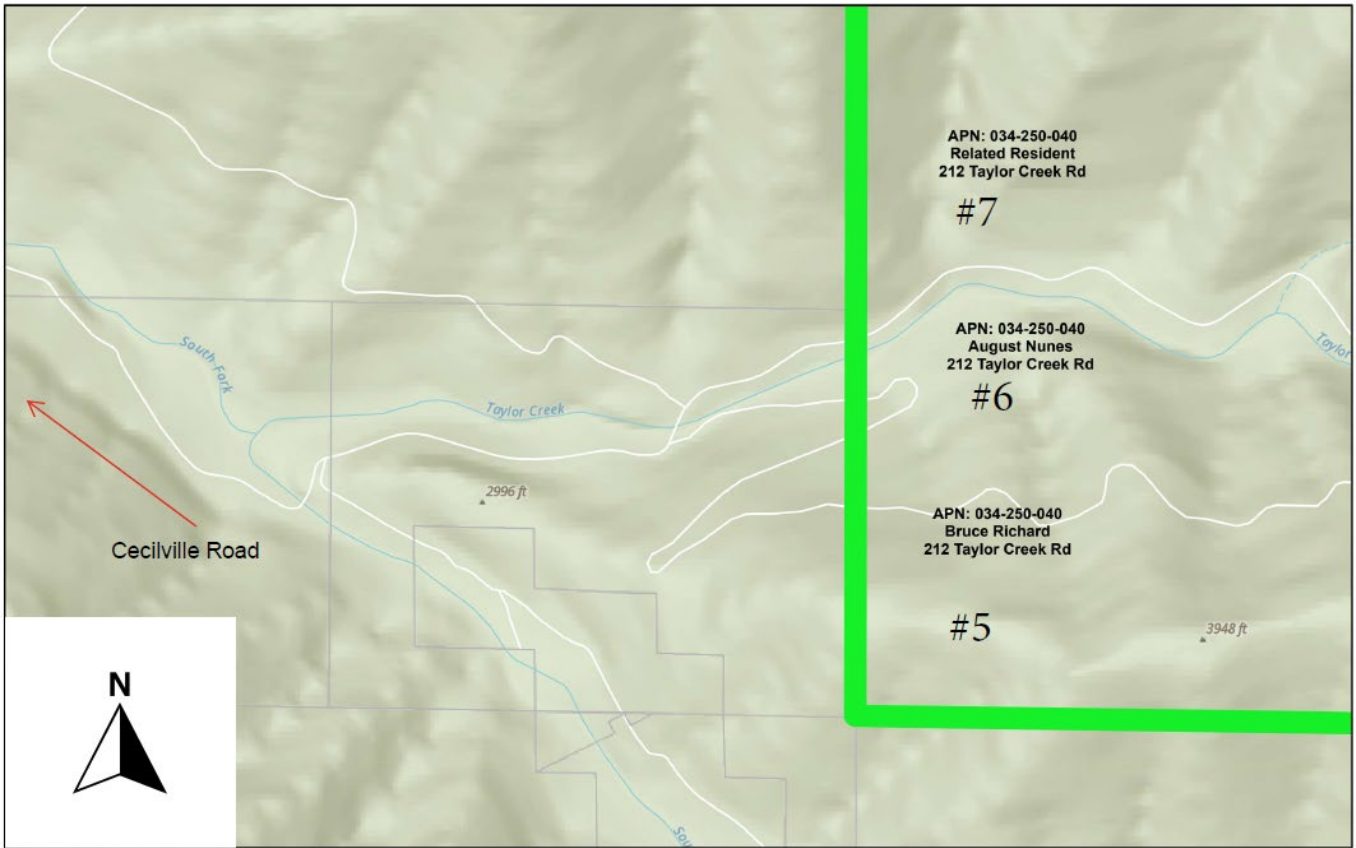
11/19/2024

World Hillshade



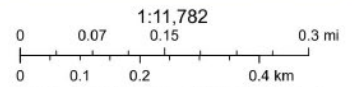
GPS Tracks:





11/21/2024

World Hillshade



Eri Community Maps Contributors, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METYNASA, USGS, Bureau of









Parcel 1 (034-160-280)

Location: 30333 Cecilville Road

Defensible space footprint = 2.7 Acres

This property contains several structures, including a house and outbuildings used for storing valuable items. The parcel involves a combination of brushing and felling small-diameter conifers, which are tall and spindly, some of which are located near buildings and may pose a potential risk.

The homeowner requests that a privacy screen be maintained along Cecilville Road. This should not pose any issues, as the 100' defensible space does not extend to the roadway. However, contractors are asked to exercise caution during work near this area.

The resident prefers that oaks, madrones, cedars, manzanita, and brush be preserved for quail habitat. Additionally, the defensible space surrounding the home extends onto a neighboring parcel. Approval and agreement from the neighboring landowner have been obtained.

All annual grasses within the perimeter shall be cut to a maximum height of 2 inches.



Parcel 2 (034-160-340)

Location: 30332 Cecilville Road

Defensible space footprint = 3.2 Acres

The property includes two residential homes, and two outbuildings used for storing valuable items. The scope of work involves mixed brushing and the removal of small-diameter conifers that are tall and spindly, some of which are located near structures.

Additional tasks include limbing large Madrone trees that overhang the chimney, removing an oak tree next to the propane tank, and clearing conifers within 10 feet of the propane tank.

The defensible space extends towards the river, with hazardous footing. Environmental compliance must be maintained, especially regarding the proximity to the waterway and the use of gas-powered machinery and disturbance

The work will encompass a 100-foot boundary, with the east side stopping at a shared fence/property boundary, and to the north defined by Cecilville Road, the river as the property line to the south, and blue flagging marking the western boundary.

All annual grasses within the perimeter shall be cut to a maximum height of 2 inches.



Parcel 3 (034-160-450)

Defensible space footprint = 1.5 acres

The work will involve removing conifers with a heavy presence of Madrone, along with brushing shrubs and small oak trees, ranging from calf-high to chest-high seedlings, as well as taller conifers with a diameter under 12 inches. Areas near structures may present challenges, especially with limbing above the structure and removing taller trees in the vicinity.



One hazard tree has been identified on the property, a small-diameter conifer over 50 feet tall, which is barber-chaired and hung up in the crotch of an oak, with potential to impact the structure. Coordination with the landowner is needed to continue flagging and determining the best approach for treatment near the road.

Additionally, there is an abundance of dead and downed small-diameter trees, as well as some larger ones. One conifer is at the required diameter for removal, and another large conifer just exceeds the 12-inch DBH threshold with wishes of removal.



All annual grasses within the perimeter shall be cut to a maximum height of 2 inches.





Parcel 4 (034-160-460)

Defensible space footprint = 1.08

The designated work area has been clearly marked using pink flagging, which indicates areas where trees are to be left uncut. Any trees or vegetation that are not marked with flagging are to be removed. The scope of work primarily involves small to medium-sized conifers, particularly those under 12 inches in diameter

The work will require minimal brushing, with most of the vegetation consisting of conifer seedlings and small conifers under 12 inches in diameter. In addition, special attention should be given to high-risk items, such as tall, small-diameter conifers that are interlocked or limb-locked with oak trees. Conifers located near or above structures or homes also present a potential hazard and should be removed with caution.

There are additional hazards identified within the work area, including chains located within a drainage and boulders scattered throughout the site. These obstacles should be noted and avoided during operations to ensure safety and efficient work progress.

All annual grasses within the perimeter shall be cut to a maximum height of 2 inches.



Parcel 5 (034-250-040)

Defensible space footprint = 2.08 Acres

This property primarily involves the removal of small to tall conifers, with some isolated brushing in the rear defensible space area. Notably, the parcel shares one side of its defensible space with a neighboring residence enrolled in the program.

In addition to the conifer removal, ladder fuels and small adolescent trees around the driveway near Taylor Creek Road will be addressed to ensure safe entry and egress for both the resident and safety personnel.

It is important to note that electrical lines from the main structure to an outbuilding in the rear of the property are supported by existing trees, so caution should be exercised when working in this area, especially during the removal of tall timber.

The shared defensible space between the two residences contains numerous juvenile cedars, and the property owner has expressed a desire to retain some of these cedars, retain those that contribute to the overall health of the trees and the effectiveness of the defensible space.

Additionally, the resident favors the preservation of white oak, black oak, and certain conifers on the property.

All annual grasses within the perimeter shall be cut to a maximum height of 2 inches.



Parcel 6 (034-250-040)
Defensible space footprint = 1.8

The wildfire mitigation work on this parcel, which neighbors the first parcel on Taylor Creek Road (034-250-040), will involve the removal of small-diameter trees, new growth, and adolescent trees. Some minor brushing will also be done, along with the removal of dead and downed material that could act as a receptive fuel bed and facilitate the spread of ground fires.



The resident has requested that trees directly in front of the house, particularly those with low-hanging limbs, not be removed for privacy purposes.

Behind the house is the shared defensible space with the neighboring property, where numerous adolescent cedars are growing. It's requested that some of these cedars be left, retain those that contribute to the overall health of the trees and the effectiveness of the defensible space.

All annual grasses within the perimeter shall be cut to a maximum height of 2 inches.



Additionally, there are two large, friendly dogs on the property. We will request dogs to be secured behind fence or within home.





Parcel 7 (034-250-040)

Defensible space footprint = 3.9 Acres

The furthest property on this Taylors Creek parcel, near the back pond house, has mixed work. There are tall timber and conifers that need to be taken down, along with thick, thorny vines resembling Oregon grape. The defensible space footprint is irregular due to multiple living structures and a valuable outbuilding, which will be the largest cost. I anticipate felling taller conifers under 12-inch DBH, some over 75 feet tall, and located near structures—some as close as 5 feet. Most are within the structure's impact zone.

Another concern on this parcel is the back pond and seasonal runoff creek/overflow, which may impact work limits in that area. Fire risks to the defensible space include both crown and ground fires. All chips will be hauled to the chip landing at the middle resident, marked with green flagging. Please buck larger conifers/timber into 10-foot lengths and stack them, if possible.

All annual grasses within the perimeter shall be cut to a maximum height of 2 inches.



Parcel 8 (034-140-240)
Address: 1400 TAYLOR CREEK RD
Defensible space footprint = 1.22 Acres

This parcel on Taylor Creek Road has a locked gate and will require entry from the landlord. Mixed work, consisting of brushing and removal of small diameter trees. Limbing around structures, removing over hanging branches and pulling limbs away from the structure. The driveway creates a green center island needing thinning of the understory and removal of selected trees. Do not remove fruit trees.

A large diameter, dead and down tree exists behind the main structure. Please buck this tree into manageable rounds for splitting.

All annual grasses within the perimeter shall be cut to a maximum height of 2 inches.



Parcel 9 (340-430-350)

Defensible space footprint = 1.7 Acres

This property contains limited hazardous fuels immediately around the structure. The primary concern is a small number of small-diameter conifers in precarious locations, which require careful removal to avoid property damage. A notable cluster of fir and oak trees is located halfway up the cut bank at the far back corner of the defensible space boundary. This cluster is marked for thinning, and extreme caution must be exercised during removal due to its position and the risk to nearby structures.

The majority of fuels reduction work will take place along the driveway leading to the home and along Cecilville Road adjacent to the property, with treatment extending 50 feet on each side. This area is composed primarily of mature manzanita with scattered immature conifers.

For the manzanita, the plan is to limb up mature plants to reduce ladder fuels while preserving them for privacy, as requested by the property owner. Younger manzanita plants will be removed entirely. In terms of conifers, all pine trees will be removed, while fir and cedar trees will be retained. A 10-foot brush clearance will be maintained around any retained trees.

Special attention will be required near the cut bank cluster, as this area presents a higher risk of property damage and must be handled with the highest level of caution.

In total, approximately 1,057 feet of roadside fuels reduction will be carried out, including both the driveway and the section along Cecilville Road. All brush and limb material will be chipped on-site, and any wood will be bucked into manageable lengths, per the property owner's request.

The primary goals of this project are to reduce ladder fuels through strategic thinning and limbing, to maintain privacy screening for the homeowner, and to ensure safety throughout the operation—particularly in sensitive areas near structures and the cut bank.



Parcel 10 (034-160-220)

Address: 29625 CECILVILLE RD

Defensible space footprint = 5.12 Acres

This property has very little fuel to be removed near the structures. The majority of the work will take place on the slopes below. There is some brush to be removed, but the primary focus will be on removing small-diameter conifers, both live and dead.

There is a black water line leading up to the home from Crawford Creek. This line is flagged with red ground flags. No trees are to be felled over this water line.

All material will need to be chipped. This may present challenges on some of the more inaccessible portions of the slopes.

Trees that are felled must be bucked into 4-foot lengths. Any dead and down material that is too large to be moved in 4-foot sections shall be cut into 16-inch firewood lengths.

There are numerous outbuildings and other hazards to be cautious of when working on this property.

All annual grasses shall be cut to a maximum height of 2 inches.

We must be mindful of erosion on the slopes and take appropriate actions to limit any such erosion.

There is also a water tank at the bottom of the hill where the water line leads from. This area will need to be brushed within the marked boundary.



Parcel 11 (034-160-490)

Address: 30001 CECILVILLE RD

Defensible space footprint = 7.56 Acres

This property has a fairly large brush component, with some scattered small-diameter trees to be removed as well.

Any dead and down material that is too large to be moved in a 4-foot section must be bucked into 16-inch lengths for firewood.

All cut material must be chipped. Any wood lengths that cannot be chipped shall be cut into 4-foot sections and neatly stacked.

Most of the trees to be removed are located away from the structures, but there are a few that may be within striking distance. It is important to be cautious of this and take appropriate safety measures when felling.

This property is open to the public and may have visitors on-site. Maintaining a secure and safe working environment is extremely important at all times.

All annual grasses within the boundary shall be cut to a maximum height of 2 inches.

There are two structures on the north end of parcel that have a fair amount of fuels to be removed, removing small diameter trees near these structures requires extra care and precaution.

There is also a water storage area and water lines leading from up the hill, care must be taken not to damage tanks or lines.

All established trees will

Fueling of power tools is only permitted on or next to the road—no exceptions. All material must also be brought to the road for chipping.

All established trees shall be limbed up to a minimum of five feet off the ground.

The fuels on this property consist mostly of brush, with some scattered small-diameter trees to be removed. All fuels shall be chipped.

Any wood that is too large to be chipped shall be cut into 4-foot lengths. Any dead and down material that is too large to be chipped or moved in 4-foot sections shall be cut into 16-inch rounds. All wood lengths shall be stacked neatly.

All annual grasses within the perimeter shall be cut to a maximum height of 2 inches



Parcel 12 (034-160-440)

Address: NO ADDRESS, located across from Saloon
Defensible space footprint = 1.77 Acres

This property is located on Cecilville rd. across from the Saloon property.

There is one structure on this parcel and an outhouse. The east side of the property has a fair amount of fuels to be removed, including small diameter trees and brush. The fuels on the West side of the property are sparse until you get closer to Cecilville rd. there will be a buffer in this area for privacy from the main road. There are trees that are marked for removal within striking distance of the structure extra care and precaution must be exercised in these areas.

Fueling of power tools is only permitted on or next to the road—no exceptions.

All established trees shall be limbed up to a minimum of six feet off the ground.

All limbs overhanging the structures shall be cut back to the mainstem of the tree.

Any wood that is too large to be chipped shall be cut into 4-foot lengths. Any dead and down material that is too large to be chipped or moved in 4-foot sections shall be cut into 16-inch rounds. All wood lengths shall be stacked neatly.

All annual grasses within the perimeter shall be cut to a maximum height of 2 inches.



Parcel 13 (034-160-490)

Address: 30001 Cecilville Rd, Eastside of Crawford Creek

Defensible space footprint = 1.13 Acres

This property is located across Crawford Creek Road from the Saloon property. The structures are situated near the creek, and precautions must be taken to avoid any disturbance to the riparian area.

Work must remain entirely within the blue-flagged perimeter. No trees shall be felled outside of this perimeter in order to preserve riparian habitat.

Fueling of power tools is only permitted on or next to the road—no exceptions. All material must also be brought to the road for chipping.

The fuels on this property consist mostly of brush, with some scattered small-diameter trees to be removed. All fuels shall be chipped.

Any wood that is too large to be chipped shall be cut into 4-foot lengths. Any dead and down material that is too large to be chipped or moved in 4-foot sections shall be cut into 16-inch rounds. All wood lengths shall be stacked neatly.

All annual grasses within the perimeter shall be cut to a maximum height of 2 inches.



Parcel 14 (034-160-490)

Address: 30001 Cecilville Rd, Upper Crawford Creek Cabins

Defensible space footprint = 0.5 Acres

This property is located up and across Crawford Creek Road from the Saloon property. The structures are situated near the creek, and precautions must be taken to avoid any disturbance to the riparian area.

Work must remain entirely within the blue-flagged perimeter. No trees shall be felled outside of this perimeter in order to preserve aquatic habitat.

Fueling of tools is only permitted on or next to the road—no exceptions. All material must also be brought to the road for chipping.

The fuels on this property consist mostly of brush, with some scattered small-diameter trees to be removed. All fuels shall be chipped.

All limbs overhang the structure will be cut back to the mainstem of the tree.

Any wood that is too large to be chipped shall be cut into 4-foot lengths. Any dead and down material that is too large to be chipped or moved in 4-foot sections shall be cut into 16-inch rounds. All wood lengths shall be stacked neatly.

All annual grasses within the perimeter shall be cut to a maximum height of 2 inches.



Parcel 15

Address: 29234 Cecilville Rd

Defensible space footprint = 1.77 Acres

This property is Owned by the USFS and operated by the Salmon River Fire and Rescue under a special use permit. The 100' off of each structure is ground flagged. All trees to be remain have been flagged, this is mostly a thinning project removing some select small diameter conifers, closer to the river just over the bank there is some brush to be removed. All material that is not fit for firewood is to be chipped, all logs to be cut into firewood no longer than 16" rounds. Any annual grasses within the flagged boundary must be cut to a minimum of 3" unless otherwise specified, This material along with any other leaf litter, pine needles etc. is to be disposed of as specified. If possible, remove leaf litter and any other combustible material from the roof and gutters and dispose of it as specified. We must be careful working close to the river and always keep at least X feet away with any power tool