Project: June Mountain Forest Health & Meadow/Aspen Restoration Request for Proposal



Date RFP Released: 5/31/2023

Project Lead: California Trout and Inyo National Forest

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RFP Information and Postings at <u>https://caltrout.org/projects/june-mountain</u>

RFP Timeline

Event	Date
RFP Distribution	5/31/2023
Contractor Site Visit	6/29/2023
Deadline for submission of proposals	7/14/2023
Contractor Selection	7/24/2023

Project Timeline

Event	Date
Project Kickoff Site Meeting	8/21/2023
Implementation Timeline	8/22/2023 – 11/15/2023
	7/15/2024 – 11/15/2024
Field Work Completion	11/15/2024

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RFP Overview Work Scope

- Area Map 1 displays all treatment units: Forest Health (FH) removal of dead trees, meadows restoration (MR) removal of conifers encroaching on meadows; and aspen restoration (AR) removal of conifers encroaching on aspen groves.
- Aspen restoration (AR) consists of four units totaling 17 acres. AR-01 through AR-03 are located at the base of the mountain adjacent to the parking lot. AR-04 is located midmountain along the June Mountain Ski area.
- Meadow restoration (MR) consists of five units totaling 19.9 acres. MR-01 is located adjacent to the June Mountain Ski area parking lot in between AR units at the base of the mountain. MR-02 through MR-05 are located midmountain along the June Mountain Ski area.
- For Forest thinning (FH) consists of three units totaling 43.8 acres (FH -01, FH-02, and FH-03). FH-01 is located adjacent to the June Mountain Ski area parking lot at the base of the mountain and Highway 168. FH-02 and FH-03 are both buffer zones around MR-02 and MR-03 located mid mountain in the June Mountain Ski area.

Evaluation and Scoring

CalTrout and the U.S. Forest Service will evaluate all eligible project applications based on the same scoring criteria described below. The maximum score is 100 points. Contractor selection will be performed in collaboration with Inyo National Forest and Mammoth Mountain Ski Area.

The Contractor will be selected from a competitive bidding process as providing the best value to complete the work, not necessarily the lowest bid, but one that combines the required experience, availability to meet the project timeline, superior work history, reference support and pricing that gives the bidder the highest score. The three highest scoring qualified applicants will be interviewed by phone, then one selected as Contractor after communication with their references.

Scoring Criteria

Applicant Qualifications – Maximum 10 points

- Describe the experience and expertise of the contractor, employees, and subcontractors (if applicable) with implementing large-scale fuel reduction projects, working in and around sensitive infrastructure (roads, structures, and utilities), working in sensitive habitat (meadows, aspen, whitebark pine and waterways) and working in close proximity to recreation sites, along with coordination with local and federal stakeholders. Scoring will be based upon the applicant's ability to demonstrate staffing, equipment, and available resources.
- Describe past performance on similar projects, please provide three references.
- Provide annual operating budget for past two years, number of employees.

Application Completeness – Maximum 5 points

• Applications that are clear, concise, and include all the requested information will be scored higher than those that are unclear or missing information.

Project Work Plan and Technical Capability – Maximum 30 points

• In a logical sequence, describe the tasks necessary to prepare for and conduct the proposed project. Tasks should include working in meadows (MR), aspen (AR), and

forest health (FH) units and described in enough detail for reviewers to assess your understanding of the scope of the work. Identify what entity (contractor, sub-contractor, etc.) will perform each task, and how long individual line items will take (see attached contractor timeline sheet).

- Discuss how you propose to complete the work to contract specification within each task order. Responses should discuss general types of equipment which would be used, and the number of workers who would be employed to complete activities. If specific types of mechanized equipment are proposed to be used, please indicate if you currently own or have access to those pieces of equipment, or how you will acquire the machinery in time to begin operations.
- Describe your experience with working in fire-prone areas with mechanized equipment, utilizing hand crews, and what fire safety measures you will employ.

Budget - Maximum 30 points

- This project requires prevailing wage for contractors and subcontractors. Please refer to State of California Department of Industrial Relations <u>Prevailing Wage (ca.gov)</u> for current prevailing wage rates.
- Provide a clear and concise project budget that includes pricing for all units within the contract, including the optional haul cost pricing in a logical sequence that leads to on-time completion of the project. Please include any mobilization and insurance coverage costs incurred that are not incorporated into the line-item bids.
 - Identify the type and coverage levels of insurance that you currently hold as per Section C.6, and the annual premium paid for this coverage for the following types of insurance: Workers Compensation and Employer's Liability, Commercial General Liability, Automobile Liability, Contractor's Pollution Insurance coverage. State whether a comprehensive policy, and whether the coverage levels are per occurrence or aggregate.
 - State the expected premium charged by your insurer for coverage as required in Section C.6 for your company to perform this work over a two-year period 2023-2024 (during work periods of 7/15 – 11/15). Include the cost of additional insured provisions as stated in Section C.6.
 - Provide examples of experience with prevailing wage operation, and current registration.

Timeline for Project Completion – Maximum 25 points

- Provide a project schedule for completing work within this RFP, and how you would successfully complete work within the timeline. Both a tabular and graphic display (such as a Gantt chart) of the project schedule is preferred, but at a minimum, a tabular display is required. Information must include task duration, start and completion dates, and expected time to secure materials and construction services, in addition to the milestones being clearly identified.
- Demonstrate that all work will be accomplished by November 15, 2024 in two seasons each spanning 8/22/2023 11/15/2023, 7/15/2024 11/15/2024, due to excessive snow fall in the 2023 season there may be need for an additional third year (7/15/2025 11/15/2025), but this will be negotiated upon contract.
- Contractor should break out cost for Aspen Restoration (AR), Meadow Restoration (MR), Forest Health (FH) and Biomass Disposal (BD) components of the project exclusive of mobilization/demobilization and insurance costs to contractor. See Section C.3 Maps

Point Totals

	Scoring Criteria	Points
1	Applicant Qualifications	10
2	Application Completeness	5
3	Project Work Plan	30
4	Budget	30
5	Timeline for Project Completion	25
	TOTAL	100

Project Description and Statement of Work

C.1 Scope of Work

Description of Work: The Work Scope is as described on page 3 of this RFP in the Overview Section. The intent of this contract is to secure forest health thinning, aspen and meadow restoration services on the Inyo National Forest, CA for California Trout.

Contractor Responsibility: The Contractor shall provide everything--including, but not limited to, all equipment, supplies, fuel, transportation, labor, safety equipment and supervision--necessary to complete the project, except for that which the contract clearly states are to be furnished by CalTrout, Inyo National Forest or other designated entity.

C.2 Project Location and Description

Location: Projects will be located within the boundaries of the Inyo National Forest, CA, in the Mono Lake Ranger District.

Description: The project areas are generally identifiable by changes in vegetation, roads, flagging, or through geographical information systems (GIS) data. The boundaries can be adjacent to natural or manmade features that clearly define the boundary as noted on the project area maps. In most cases the interior and exterior boundaries of the project areas will be flagged with blue flagging or otherwise described below or by Contracting Officer's Representative (from now on COR). If there is any discrepancy on the boundaries of individual work areas within units, the COR must be contacted as soon as possible, and work will cease until the discrepancy is resolved.

Exclusions (Non-Work Areas): Control areas and any culturally restricted areas, if present; and limitations on work performed will be noted in C.5 Restrictions on Work and delineated on the ground by orange and white candy cane flagging on the boundaries and/or pink tags stapled on vegetation at breast height facing away from the site.

Accessibility: Access routes are shown on the project area maps. The project areas can and will be accessed from established highways and Forest system roads. Skid trails will be designated on the ground by the contractor and approved by a designated representative in writing and are not depicted within this document.

Work vehicles and equipment will be parked on Forest Service land unless prior arrangements have been made by the Contracting Officer. In most cases project areas are accessible by

2WD; however, some terrain may necessitate the use of a four-wheel drive, high-clearance vehicle.

Any prospective contractor desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing from the Contracting Officer soon enough to allow a reply to reach all prospective contractors before the solicitation closing date. Oral explanations or instructions given before the award of a contract will not be binding.

Estimated Start Date: August 22, 2023

Number of Calendar Days Required: 175 days have been allocated to complete this contract in the 2023 and 2024 field seasons. This project may extend over 3 years from 2023 -2025 during work season window of July 15 – November 15 each year.

C.3 Maps

Any maps included are general in nature and are not to be considered as definitively identifying locations. Maps are included as an attachment to this RFP.

Area Map 1 displays all treatment units: Forest Health (FH, 43.8 acres (FH -01, FH-02, and FH-03)) removal of dead trees, meadows restoration (MR, 19.9 acres, MR01-05) - removal of conifers encroaching on meadows; and aspen restoration (AR, 17 acres, AR01-04) – removal of conifers encroaching on aspen groves.

C.4 Estimated Start Date & Contract Time

The estimated start date for this project is 8/22/2023 and work will be performed during Monday through Friday excluding weekends in accordance with PAL restrictions during the work season period of the contract between 7/15 and 11/15 annually 2023 – 2024, unless prohibited by conditions as outlined below. Nothing in this part shall be construed to take away any of CalTrout rights under the Suspension of Work Clause (52.242-14). Restrictions are as follows:

C.5 Restrictions on Work

Limited Operating Period

 No cutting of snags will occur during the primary nesting period for resident and migratory birds (May 15 through July 15). This LOP may be adjusted during any year if a Forest Service Wildlife Biologist determined breeding chronology would not coincide with these dates.

Control Areas

- 1. Control Areas will be designated on contract maps and flagged on the ground using orange and white stripped flagging.
- 2. No tree will be cut within control areas.
- 3. No mechanical equipment is allowed within control areas.
- 4. Chipped material can be dispersed within the boundaries of control areas, but the chipper must remain outside the control areas.
- 5. No piles will be created within control areas.
- 6. In the event that unanticipated discoveries of a protected resource is made of during project implementation, the discovery area shall be protected and all work in the vicinity shall cease until a specialist can assess the find.

Borax Application

- All Jeffrey pine, lodgepole pine, mountain hemlock, and true fir stumps greater than 14 inches in diameter (3 inches in diameter when 300 feet from infrastructure) will be treated with a Cell-u-Treat or Borax fungicide to prevent the spread of root disease. It should be applied in a uniform coating and at a rate of one pound per 50 square feet of stump surface.
- 2. Application shall follow all State and Federal rules and regulations as they apply to this fungicide application.
- 3. A borax fungicide should be applied within 4 hours of stump creation. It will not be applied on rainy days, or within 200 feet of running water.

<u>Equipment</u>

1. Equipment and clothing shall be cleaned before entering project units. Equipment will be considered clean when visual inspection of tires, tracks, and underbody does not reveal soil, seeds, plant material or other such debris. Disassembly of equipment components or specialized inspection equipment is not required.

Five Needle Pines

- 1. Live seedlings and mature whitebark pine trees will be retained and protected from damage during all thinning, cutting, limbing and standing dead tree removal operations, in all locations where whitebark pine occurs. Limited exceptions may be made to remove hazard trees or bark-beetle infested trees that are actively infested and dying.
- 2. In treatment areas where five-needle pines are present forest service specialist will be consulted on equipment operations, where five-needle pine densities are high placement of skid trails and landings shall be flagged prior to operations to ensure no live, mature five-needle pine trees and minimal seedlings and saplings are impacted.
- 3. Burn piles should be placed 1.5 times the pile diameter away from five needle pine individuals and clumps to avoid scorch from pile burning activities (e.g. a pile that is 15 feet in diameter shall be located at least 23 feet from the canopy of a five-needle pine of any size). When chips are spread within units where five-needle pines are present, chip depth will not exceed 2 inches and they will be spread in a discontinuous manner to minimize impacts to seedlings and open seed-caching habitat.
- 4. The contractor will be responsible for accurately identifying five needle pines in order to effectively avoid accidental cutting or damage to the trees. Forest Service staff will provide identification information and guidance at the beginning of the operating season and operations will be closely monitored for any incidental damage.

Water Body Buffer Zone (WBBZ)

- 1. Work is anticipated to be conducted as a Lahontan Timber Waiver Category 6: <u>2014tw.pdf (ca.gov)</u>. Waterboard regulations must be adhered to by the contractor.
- 2. Stream corridors with a WBBZ will be designated on contract maps and can be flagged on the ground if requested by the contractor.
- 3. Low ground pressure equipment, less than 13 PSI, can operate within a WBBZ. Higher ground pressure equipment may be used if a slash mat is created to drive equipment on. Slash mat shall consist of a minimum of 6 inches of slash. No mechanical equipment is allowed within 25 feet of classified and unclassified steams. Trees may be directionally felled away from the stream channel and dragged or pulled out of the WBBZ as long as there is no excessive damage to the stream course, bank, and/or associated riparian vegetation.
- 4. Any stream course crossings will be agreed upon in writing prior to designation in writing

by the contractor and a qualified Forest Service hydrologist. In some cases, a temporary crossing will need to be erected to reduce impact to the natural resource.

Slope and Soil Restrictions

- 1. Equipment used for mechanical cutting, limbing, bucking, or chipping will be restricted to slopes averaging less than 30 percent.
- 2. MR Units: Only low ground pressure equipment, less than 13 PSI, may operate in units. Higher ground pressure equipment may be used if a slash mat is created to drive equipment on. Slash mats must be a minimum of 6 inches deep. Skidding operations shall minimize the need to turn equipment when retrieving bole material to reduce soil disturbance. Operations shall minimize repeated use of the same skid trail into a meadow to 4 passes or less to reduce compaction, unless otherwise agree to by the COR in writing.
- 3. Ground-based mechanical equipment operations will only be allowed when soil moisture conditions are such that compaction, gullying, and/or rutting will be minimal and when the soil is dry to 6 inches with limited exceptions as follows: When mechanical operations are to occur in meadows where soil is dry to 6 inches a Forest Service Hydrologist/ Soils Specialist shall approve all operations in writing. If operations are needed where soil is not dry to 6 inches methods such as slash mats or log causeways shall be used to minimize soil disturbance. Slash mats must be a minimum of 6 inches of compacted slash.

Rehabilitation

- 1. Back blade and construct waterbars on all skid trails and temporary roads upon project completion where needed.
- 2. Any areas receiving detrimental soil compaction as a result of harvesting operations will be sub-soiled.
- 3. Disguise skid trails and landings subject to ingress by raking and spreading small and/or large woody debris or spreading chips.
- 4. After operations are complete, unclassified roads and routes re-opened for these operations would be decommissioned and access blocked. Install natural barriers such as large logs and rocks where necessary at decommissioned route entrance points to prevent continued use of these routes.
- 5. Landings will be decommissioned after operations are completed in each area. The following methods will be applied to decommissioning operations:
 - Apply wood chip material to landing locations to a maximum depth of 4 inches.
 - Lop and scatter slash over decking locations surfaces to provide at least 50% coverage.
 - Rip where needed to reduce compaction.

C.6 Licenses and Insurance

Contractor shall procure, at its sole cost and expense, the insurance coverage set forth below with respect to Contractor's operations on Forest Service land, and its use and employment of June Mountain facilities, property, or employees.

Sufficiency of Insurance. Before the final execution of this contract, Contractor and any Subcontractors shall produce a standard Accord form Certificates of Insurance with Insurance Carriers acceptable to California Trout, United States Department of Agriculture Forest Service, Mammoth Mountain Ski Area LLC and Alterra Mountain Company, evidencing all required insurances. The Certificates shall also confirm Additional Insured Provision, Subrogation Waiver Provision and forward actual endorsements from the Contractor's insurance carriers evidencing required coverage amendments.

Contractor insurance policy name as additional insured: California Trout, United States Department of Agriculture Forest Service, Mammoth Mountain Ski Area, LLC, June Mountain Ski Area, and Alterra Mountain Company, all as additional insureds on the GL policy. The Contractor's insurance shall include a waiver of subrogation in favor of California Trout, United States Department of Agriculture Forest Service, Mammoth Mountain Ski Area, LLC, June Mountain Ski Area, and Alterra Mountain Company.

Pursuant to FAR clause 52.228-5, Insurance - Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's Liability Insurance with limits of liability of not less than (i)\$500,000.00 for bodily injury by accident, each accident, (ii) \$500,000.00 for bodily injury by disease, each employee, and (iii) \$500,000.00 aggregate liability for disease, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers. The Workers' Compensation Insurance Policy must include a waiver of subrogation endorsement in favor of Mammoth Mountain Ski Area, LLC., California Trout and United States Department of Agriculture Forest Service.
- (b) Commercial General Liability Insurance. A comprehensive form Commercial General Liability Insurance policy written on an occurrence basis, in form and substance reasonably acceptable to California Trout, United States Department of Agriculture Forest Service and Mammoth Mountain Ski Area, LLC and including, without limitation, an endorsement naming Mammoth Mountain Ski Area, LLC, Alterra Mountain Company, the United States Department of Agriculture Forest Service, and CalTrout ("Additional Insureds") as additional insureds, and an express clause or endorsement under which the insurer waives the right to use the defense of "governmental function" in any suits or actions that might be brought or made against any of the Additional Insureds or their respective officials, officers, directors, trustees, employees, and agents. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury, fire and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage.
- (c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and 500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

- (d) Aircraft Public and Passenger Liability. There is no requirement for aircraft public and passenger liability insurance coverage for June Mountain Phase 2 work. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- (e) Contractors' Pollution Liability Insurance. Contractor shall purchase and maintain in force for the duration of the Agreement and for a period of two (2) years after completion of the project, insurance for pollution legal liability applicable to bodily injury; property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Such insurance shall provide a coverage amount of not less than \$500,000 per occurrence.
- (f) Failure to Provide Insurance. If Contractor fails to furnish and maintain insurance as required herein, Mammoth Mountain Ski Area, LLC may purchase such insurance on behalf of Contractor, and Contractor shall pay the cost thereof to Mammoth Mountain Ski Area, LLC upon demand therefor and shall furnish to Mammoth Mountain Ski Area, LLC any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms hereof shall be kept in full force and effect throughout the term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by Contractor under or pursuant to this Agreement.
- (g) General. Each policy of insurance referred to herein shall be issued by a company legally qualified to issue such insurance in the State of California. Each policy shall provide that it shall not be canceled or materially amended except after thirty (30) days' written notice to California Trout and June Mountain, and that it shall not be invalidated by any act or negligence of Contractor, or its partners, directors, officers, contractors, subcontractors, sponsors, vendors, volunteers, employees or agents.

MSPA Card (Form WH510): This contract [X] does [] does not require the contractor to be registered with the US Department of Labor as a Farm Labor Contractor. The Contractor shall provide a current Form WH510 or legible copy.

Indemnification

Contractor hereby releases and agrees to protect, indemnify, defend and hold Mammoth Mountain Ski Area, June Mountain Ski Area, Alterra Mountain Company, and the United States Department of Agriculture, Forest Service, CalTrout and their affiliates and all of their respective officers, directors, shareholders, members, volunteers, agents and employees ("Indemnified Parties") harmless from and against all liabilities, claims, losses, costs, damages, expenses (including reasonable attorneys' fees and disbursements), investigations, actions, suits, judgments and demands arising out of or in any way relating to (i) the Services; (ii) the negligence or willful misconduct of Contractor or any of its subcontractors, vendors, employees, laborers, materialmen or other suppliers in performing the Services or otherwise, provided that Contractor shall not be liable for losses, costs, damages, liabilities, expenses, actions, suits, judgments or demands resulting from the gross negligence or willful misconduct of any Indemnified Parties; (iii) Contractor's breach of any warranty or representation contained herein. If any Indemnified Party is forced to defend itself or Contractor in a suit in any way relating to this Agreement or any Services, Contractor agrees to cooperate in such defense as reasonably requested by the Indemnified Party. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

C.7 Technical Requirements

C.7-1 Definitions

<u>Aspen -</u> Quaking aspen is a native deciduous tree. It is small- to medium-sized, typically less than 48 feet (15 m) in height and 16 inches (40 cm) dbh. It has spread branches and a pyramidal or rounded crown, and smooth white bark with leaves that turn yellow in fall.

<u>Conifer</u> – Typically an evergreen tree, which usually has a single well-defined trunk and/or attains a height greater than 20 feet (i.e., pine, spruce, and fir species)

<u>Control Area (Cultural and/or Threatened and Endangered (T&E) Sites)</u> - Areas delineated by orange and white candy cane flagging for the purpose of protecting resources of concern. Locations where special protection is required to preserve and protect cultural values and species of plants or animals listed on the T&E list.

<u>Crown Ratio</u> – The portion of the total vertical tree height that is occupied by the vertical length of the tree crown.

Damaged/Diseased Tree – Any tree with one or more of the following:

- 1. Broken or dead top, regardless of cause.
- 2. The vertical orientation of bole is lost.
- 3. Visible disruption of roots.
- 4. Dead or dying limbs/foliage within the upper three-fourths of the live crown.

<u>DBH</u> – Diameter of trees measured at breast height (4.5 feet above ground, upslope side of tree).

Diameter - Other vegetation (not trees) is measured 1 foot above ground.

<u>Dominant/Co-dominant Tree</u> – Trees generally of good vigor due to being the larger trees in the stand and their crowns receiving full sunlight from above and on much of the sides.

<u>Excess Tree(s)</u> – A tree or group of trees that is left but should have been cut to meet spacing or trees-per-acre requirements.

Existing Down Woody Material – All logs, stems, limbs and tops of trees and brush, which are dead and lying on the ground prior to Contractor beginning operations.

<u>Hardwood</u> - A broad-leaved tree, which usually has a single well-defined trunk and/or attains a height greater than 20 feet. (i.e., aspen and oak species). Sprouting hardwood species may be in the form of multi-stemmed clumps.

Jackpot - Concentration of slash or natural fuels, heavier than the surrounding areas.

<u>Ladder Fuels</u> - Fuels that provide vertical continuity between the ground and the tree crowns thus creating a pathway for surface fire to move into the overstory tree crowns.

<u>Leave Tree</u> – A Dominant or Co-dominant tree, which is free from Damage/Disease, or a tree less than the desired DBH specified, and is left uncut (or should have been left uncut) by the Contractor to meet desired spacing or trees per acre requirements. Any live tree greater than 24 inches dbh are automatically considered to be Leave Trees.

<u>Leave Tree Clump</u> – A group of 3 to 12 Dominant and Co-dominant trees in close proximity to one another, which is left (or should have been left) by the contractor to increase stand diversity.

Log Deck – A pile of logs on a woods landing or in a mill yard.

<u>Mobilization</u> - The act of delivering all ordered personnel and equipment to the project area. The price for mobilization shall be included in the proposed unit prices.

<u>Percent Cover</u> – Portion of the project area beneath the drip line of vegetation to be cut or left untreated. Percent cover and treatment will be specified in Specifications.

<u>Reserved Trees or Reserved Areas</u> - Individual species of trees or certain areas within a treatment unit that the contract or COR designates are reserved for treatment.

<u>Shrub (or brush)</u> - Vegetation consisting of woody perennial plant smaller than a tree, usually having permanent single or multiple stems originating at or near the ground level not normally reaching 20 feet in height (i.e., bitter brush, manzanita, ceanothus, mountain mahogany, rhododendron, serviceberry, sagebrush, etc.).

<u>Slash</u> – Any cut vegetation and/or existing naturally (dead and down) woody debris. This includes stems, limbs, down logs, and brush that existed from previous activities or was generated by the contractor during current activities. Diameter to be piled, chipped, or removed will be specified. Limbs less than 1 inch in diameter and 2 feet in length are not defined as slash and may be left scattered on the forest floor.

Snag – A dead or living tree that has 10 percent or less live crown.

<u>Superior Vigor Trees</u> – Trees which exhibit healthy, dark green needle color. The needle length is longer and reaches further back on branches. Needle length on inferior vigor trees is shorter and often tufted nearer branch tips. Recent height growth is also greater on Superior Vigor Trees.

May not always be the largest/tallest tree.

<u>Supervisor (foreman)</u> - A working (English speaking) supervisor, who is knowledgeable and experienced in the required work and supervision, shall be provided for each crew and is required to stay with the crew while work is in progress. If crew is non-English speaking, the supervisor must be bilingual in English and the language of the crew members.

<u>Suppressed/Intermediate Tree</u> – Trees generally of poor vigor due to being overtopped or crowded by larger trees. The crowns of these trees usually receive little or no direct sunlight.

Undesirable Vegetation - Conifer trees less than 24.0 inches dbh with one or more of the

following attributes: Damaged/Diseased Trees. Trees with Suppressed and/or Intermediate crown position classification. Excess trees not selected as Leave Trees.

<u>Water Body Buffer Zone (WBZ)</u> - A 25-to-300-foot area extending upslope on each side of a stream channel or as described in C.7.2 Specifications.

<u>Wildlife Clumps</u> – An area usually between 1/100 acre and 1/4 acre in size, where no trees have been cut or no trees should have been cut. Wildlife clumps are ideally somewhat denser than the surrounding forest area, and are usually dominated by smaller trees, with fuller crowns. These clumps of trees tend to break up horizontal visibility through the stand and offer various wildlife species a greater degree of cover and nesting possibilities.

C.7-2 Specification of Treatment Units

Item #	Treatment Type	Unit of Measure	Quantity
1.0	Aspen Restoration (AR)	Acre	17.9
2.0	Meadow Restoration (MR)	Acre	19.9
3.0	Forest Health (FH)	Acre	43.8
4.0	Biomass Disposal (BD)	Acre	80.8

Treatment Units:

Unit ID	Treatments	DBH Limit	Mechanism	Unit of Measure	Quantity
AR-01	AR + BD	30 inches DBH	inches DBH Mechanical/ Hand A		1.9
AR-02	AR + BD	30 inches DBH	Mechanical/ Hand	Acre	11.7
AR-03	AR + BD	30 inches DBH	Mechanical/ Hand	Acre	2.6
AR-04	AR + BD	20 inches DBH	Hand Only	Acre	1.7
MR-01	MR + BD	30 inches DBH	Mechanical/ Hand	Acre	4.3
MR-02	MR + BD	30 inches DBH	Mechanical/ Hand	Acre	3.0
MR-03	MR + BD	30 inches DBH	Mechanical/ Hand	Acre	1.3
MR-04	MR + BD	12 inches DBH	Hand Only	Acre	4.0
MR-05	MR + BD	12 inches DBH	Hand Only	Acre	6.6
FH-01	FH + BD	12 inches DBH	Hand Only	Acre	36.3
FH-02	FH + BD	30 inches DBH	Mechanical/ Hand	Acre	4.3
FH-03	FH + BD	30 inches DBH	Mechanical/ Hand	Acre	3.2
Total Acres					80.8

C.7-2.1 – Aspen Restoration (Units AR-01, AR-02, AR-03, & AR-04)

Treatments under this line item are completed using hand and/ or mechanized equipment to thin and remove conifers from aspen restoration units. Special care should be taken to avoid wet and saturated ground while using mechanized equipment and flexibility will be needed in

adapting to conditions on the ground. Due to terrain constraints no mechanical equipment can access AR-04, only hand work will occur in this unit and all material will be hand piled.

- <u>1.1 Conifer Selection AR-01, AR-02, and AR-03:</u> All live and dead conifers less than 30 inches in diameter at breast height (DBH) within 100 feet of an aspen tree will be cut and removed from the unit. Thin all other live conifers less than 30 inches which are great than 100 feet from an aspen tree. Cut all trees, regardless of DBH or species actively infested with bark beetle, with 1/3 of the bole or more with pitch tubes, except for where removal will cause an unacceptable amount of damage to the natural environment. No five needle pines will be cut or damaged during operations, unless they are actively infested with bark beetle.
- <u>1.2 Conifer Selection AR-04</u>: All live and dead conifers less than 20 inches in diameter at breast height (DBH) within 100 feet of an aspen tree will be cut and removed from the unit. Thin all other live conifers less than 20 inches DBH which are great than 100 feet from an aspen tree. Cut all trees, regardless of species less than 20 inches DBH actively infested with bark beetle, tree with 1/3 of the bole or more with pitch tubes, except for where removal will cause an unacceptable amount of damage to the natural environment. No five needle pines will be cut or damaged during operations, unless they are actively infested with bark beetle.
- <u>1.3 Residual Tree Spacing/Density</u>: All conifers less than 30 inches (20 inches for AR-04) DBH will be thinned to an average residual spacing of 25 feet (70 trees per acre (TPA)). Spacing should not be uniform and should vary across the entire unit from 15 35 feet to create a "natural" aesthetic. Although no five needle pines will be cut, they should be considered in spacing/TPA when they are present.
- <u>1.4 Cut Trees:</u> Trees shall be directionally felled so that no aspens or five-needle pines are damaged in felling and removal operations. Trees which are removed are cut to a stump height of less than 8 inches tall (as measured from the uphill side) and no residual live limbs are attached to the stump. Leave trees shall be left undamaged by timber operations, except for minor bark scraping, which does not expose the cambium. Trees that are excessively damaged shall be cut.

1.5 Residual Tree Species:

DO NOT CUT any five needle pines: Whitebark pine, western white pine, and limber pine. Preferentially retain species in the following order:

- 1. Jeffrey pine
- 2. Juniper
- 3. Red fir
- 4. Mountain hemlock
- 5. Lodgepole pine
- 6. White fir
- <u>1.6 Special Circumstances:</u> To the extent possible all conifer bole material should be removed from the unit. In some circumstances due to wet conditions mechanized equipment will not be allowed in certain areas due to terrain constraints or wet soils. Under these circumstances use one or a combination of the following methods:
 - a. Revisit the unit later in the season when conditions have dried further.
 - b. Cut and remove trees by hand.
 - c. Use slash mats where there are wet soils but no standing water. Slash mats will be composed of a minimum of 6 inches of slash spread continuously across the lay of the tree, the skid route and area where mechanical equipment is operating. Only trees less

than 20 inches in diameter shall be removed over a slash mat. Any parts of the trees that cannot be removed by mechanical equipment and are less than 20 inches in diameter shall be removed by hand. All material used to skid on shall be disposed of using one of the methods described in the "Biomass Disposal" section. Alternative mat options can be used if agree upon between the Contractor and Contracting Officer Representative (COR)in writing.

- d. Girdle and leave trees 20 30 inches DBH where mechanical and hand removal is not possible (only when within 100 feet of aspen).
- e. Up to 5% of the unit may be covered by felled conifers where mechanical and hand removal is not possible. In these occasions the trees should be bucked so the bole lies within a foot of the surface of the ground, and branch material should be removed and disposed of using one of the methods described in the "Biomass Disposal" section.

When a method described in the special circumstances is used the COR shall be notified and the justification for use shall be recorded in writing by the contractor and shared with the COR. Use of mechanical equipment must meet the requirements stated in the "Restrictions on work" below.

- <u>1.7 Skidding/ Yarding:</u> Boles of all cut trees meeting the Utilization Specification will be skidded/ yarded to approved landings. Trees can be skidded/yarded directly to designated decking locations if they are adjacent to the unit or it is approved by COR in writing. All skidding/yarding operations shall be ground based unless otherwise agreed on by the COR to in writing.
- <u>1.8 Decking:</u> All bole material meeting the Utilization Specification will be hauled to and decked at designated decking locations (See map), additional decking locations may be identified and approved by the COR in writing. Decks shall be a maximum height of 15 feet. Except, where public fuelwood collection will occur decks will be a maximum height of 5 feet to facilitate safe cutting. Decks should be organized by placing boles of trees parallel to each other in a neat orderly fashion where the boles are stable and will not shift. Decks will be set back from adjacent ski runs and the edge of the meadow by 50 feet. Standing residual trees will not be used to support the decks. Decks should not interfere with June Mountain ski operations.
- <u>1.9 Utilization Specification:</u> Boles of tree measuring 8 inches or greater in diameter on the small end inside the bark and have a length of 8 feet or greater. Except for AR-04 where there will be no utilization specification or removal of bole material.
- <u>1.10</u> <u>Activity Generated Material:</u> All material created during operations, limbs and tops, that does not meet the Utilization Specification, material less than 8 inches in diameter, should be disposed of using one of the methods described in the "Biomass Disposal" section. Except for AR-04, where all cut material will be hand piled according to the hand pile specifications in the "Biomass Disposal" section.
- <u>1.11</u> <u>Coarse Woody Debris:</u> All existing downed woody debris less than 12 inches diameter that is not excessively decomposed or embedded in the ground will be disposed of using one of the methods described in the "Biomass Disposal" section.
- <u>1.12</u> <u>Rehabilitation Work:</u> Any designated improvement (i.e. System Road or Hiking Trail, as shown on contract area maps) which have been disturbed by the Contractor's operations will be returned to as near original condition as practicable. See the "Restrictions on Work" section for specific rehab requirements for all skid trails and landings.

C.7-2.2 Meadow Restoration (MR-01, MR-02, MR-03, MR-04 & MR-05)

Treatments under this line item are completed using a combination of hand and mechanized equipment to remove conifers from meadows. Special care should be taken to avoid wet and saturated ground while using mechanized equipment. Consider treating these units later in the year when ground conditions are drier. Flexibility is needed in adapting to conditions on the ground. Mechanical equipment will be excluded from MR-05 and MR-06.

- 2.1 Conifer Selection MR-01, MR-02, and MR-03: All live conifers less than 30 inches in DBH will be cut and removed from the unit.
- 2.2 Conifer Selection MR-04 and MR-05: All live conifers less than 12 inches in DBH will be cut and removed from the unit.
- 2.3 Cut Live Trees: Trees shall be directionally felled away from wet areas and toward operational areas. Trees which are removed are cut to a stump height of less than 8 inches tall (as measured from the uphill side) and no residual live limbs are attached to the stump. Leave trees shall be left undamaged by timber operations, except for minor bark scraping, which does not expose the cambium. Trees that are excessively damaged shall be cut.
- <u>2.4 Special Circumstances:</u> To the extent possible all conifers should be removed from the unit. In some circumstances due to wet conditions mechanized equipment will not be allowed in certain areas due to terrain constraints or wet soils. Under these circumstances use one or a combination of the following methods:
 - a. Revisit the unit later in the season when conditions have dried further.
 - b. Cut and remove trees by hand.
 - c. Use slash mats where there is wet soil but no standing water. Slash mats will be composed of a minimum of 6 inches of slash spread continuously across the lay of the tree, the skid route and area where mechanical equipment is operating. Only trees less than 20 inches in diameter shall be removed over a slash mat. Any parts of the trees that cannot be removed by mechanical equipment and are less than 20 inches in diameter shall be removed to skid on shall be disposed of using one of the methods described in the "Biomass Disposal" section. Alternative mat options can be used if agree upon between the Contractor and COR in writing.
 - d. Girdle and leave trees 20 30 inches DBH where mechanical and hand removal is not possible.
 - e. Up to 5% of the unit may be covered by felled conifers where mechanical and hand removal is not possible. In these occasions the trees should be bucked so the bole lies within a foot of the surface of the ground, and branch material should be removed and disposed of using one of the methods described in the "Biomass Disposal" section.

When a method described in the special circumstances is used the COR shall be notified and the justification for use shall be recorded in writing by the contractor and shared with the COR. Use of mechanical equipment must meet the requirements stated in the "Restrictions on work" below.

<u>2.5 Skidding/ Yarding:</u> Boles of all cut trees meeting the Utilization Specification will be skidded/ yarded to approved landings. Trees can be skidded/yarded to directly to designated decking locations if they are adjacent to the unit or approved by COR in writing. All skidding/yarding operations shall be ground based unless otherwise agreed on by the COR to in writing.

- <u>2.6 Decking</u> All bole material meeting the Utilization Specification will be hauled to and decked at designated decking locations on the lower mountain (See map), additional decking locations may be identified and approved by the COR in writing. Decks shall be a maximum height of 15 feet. Except, where public fuelwood collection will occur decks will be a maximum height of 5 feet to facilitate safe cutting. Decks should be organized by placing boles of trees parallel to each other in a neat orderly fashion where the boles are stable and will not shift. Decks will be set back from adjacent ski runs and the edge of the meadow by 50 feet. Standing residual trees will not be used to support the decks. Decks should not interfere with June Mountain ski operations.
- <u>2.7 Activity Generated Material:</u> All material created during operations, limbs and tops, that does not meet the Utilization Specification, material less than 12 inches in diameter, shall be disposed of using one of the methods described in the "Biomass Disposal" section.
- <u>2.8 Utilization Specification:</u> Boles of tree measuring 12 inches or greater in diameter on the small end inside the bark and have a length of 8 feet or greater.
- <u>2.9 Rehabilitation Work:</u> Any designated improvement (i.e. System Road or Hiking Trail, as shown on contract area maps) which have been disturbed by the Contractor's operations will be returned to as near original condition as practicable. See the "Restrictions on Work" section for specific rehab requirements for all skid trails and landings.

C.7-2.3 Forest Health (Units FH-01, FH-02 & FH-03)

Treatments under this line item are completed using hand and/ or mechanized equipment to thin and remove conifers from Forest Health units. Special care should be taken to avoid wet and saturated ground while using mechanized equipment and flexibility will be needed in adapting to conditions on the ground. Due to terrain constraints only hand work will occur in unit FH-01 and all material will be hand piled.

- <u>3.1 Conifer Selection FH-01:</u> All live conifers less than 12 inches DBH are evaluated to be cut or retained. The result of the thinning is that all conifers less than 12 inches DBH, which are selected for removal, are cut.
- 3.2 Conifer Selection FH-02 and FH-03: All live conifers less than 20 inches DBH are evaluated to be cut or retained. The result of the thinning is that all conifers less than 20 inches DBH, which are selected for removal, are cut. Cut all trees, regardless of DBH or species actively infested with bark beetle, with 1/3 of the bole or more with pitch tubes, except for where removal will cause an unacceptable amount of damage to the natural environment.
- <u>3.3 Cut Trees:</u> Cut trees shall be cut to a stump height of less than 8 inches tall (as measured from the uphill side) and no residual live limbs are attached to the stump. Leave trees shall be left undamaged by timber operations, except for minor bark scraping, which does not expose the cambium. Trees that are excessively damaged shall be cut.
- <u>3.4 Residual Tree Density:</u> All conifers meeting selection criteria will be thinned to an average residual spacing of 25 feet (70 trees per acre (TPA)). Spacing should not be uniform and should vary across the entire unit from 15 35 feet to create a "natural" aesthetic. Although no five needle pines will be cut, they should be considered in

spacing/TPA when they are present.

- <u>3.5 Radial Thinning:</u> Cut all conifers meeting selection criteria within 15 feet of the dripline of an old growth tree (trees with furrowed or platy bark, with flat tops, large diameter branches and generally greater than 30 inches DBH). Cut all conifers meeting selection criteria within 100 feet of an aspen tree.
- <u>3.6 Leave Tree Characteristics:</u> Leave trees should be vigorously growing with dark green crowns which are not fading or chlorotic generally with live crown ratios of greater than 40%. Trees showing signs of pests or pathogens should be preferentially removed. If there are no trees meeting this criterion are identified the healthiest trees in the area shall be retained.

3.7 Residual Tree Species:

DO NOT CUT any five needle pines: Whitebark pine, western white pine, and limber pine. Preferentially retain species in the following order:

- 1. Jeffrey pine
- 2. Juniper
- 3. Red fir
- 4. Mountain hemlock
- 5. Lodgepole pine
- 6. White fir
- <u>3.8 Coarse Woody Debris:</u> All existing downed woody debris less than 12 inches diameter that is not excessively decomposed or embedded in the ground will be disposed of using one of the methods described in the "Biomass Disposal" section.
- <u>3.9 Skidding/ Yarding:</u> Boles of all cut trees meeting the Utilization Specification will be skidded/ yarded to approved landings. Trees can be skidded/yarded to directly to designated decking locations if they are adjacent to the unit or approved by COR in writing. All skidding/yarding operations shall be ground based unless otherwise agreed on by the COR to in writing.
- 3.10 Decking All bole material meeting the Utilization Specification will be hauled to and decked at designated decking locations on the lower mountain (See map), additional decking locations may be identified and approved by the COR in writing. Decks shall be a maximum height of 15 feet. Except, where public fuelwood collection will occur decks will be a maximum height of 5 feet to facilitate safe cutting. Decks should be organized by placing boles of trees parallel to each other in a neat orderly fashion where the boles are stable and will not shift. Decks will be set back from adjacent ski runs and the edge of the meadow by 50 feet. Standing residual trees will not be used to support the decks. Decks should not interfere with June Mountain ski operations.
- <u>3.11</u> <u>Activity Generated Material:</u> All material created during operations, limbs and tops, that does not meet the Utilization Specification, material less than 12 inches in diameter, shall be disposed of using one of the methods described in the "Biomass Disposal" section.
- <u>3.12</u> <u>Utilization Specification:</u> Boles of tree measuring 12 inches or greater in diameter on the small end inside the bark and have a length of 8 feet or greater.
- <u>3.13</u> <u>Rehabilitation Work:</u> Any designated improvement (i.e. System Road or Hiking Trail, as shown on contract area maps) which have been disturbed by the Contractor's operations

will be returned to as near original condition as practicable. See the "Restrictions on Work" section for specific rehab requirements for all skid trails and landings.

C.7-2.4 Biomass Disposal (All Units)

The Biomass Disposal section describes specifications for all methods that can be utilized to dispose of all Activity Generated Material not meeting the Utilization Specification and Coarse Woody Debris. The disposal methods that can be utilized are piling or chipping. It is up to the contractor to choose the best method of biomass disposal based on their capabilities and contract specifications. One biomass disposal method will be used per unit. A combination of methods may be used in one unit if agreed upon between the Contractor and the COR to in writing. In the Meadow Restoration Units material shall be piled or chipped outside of the unit boundaries. Special care should be taken to avoid wet and saturated ground while using mechanized equipment and adhere to the "Restrictions on Work" section.

4.0a Burn Piles

Biomass disposal may occur using a burn pile technique. This method with be accomplished by using mechanized equipment and/or hand operated equipment (chainsaws).

- <u>4.1a</u> <u>Pile Size</u>: Unless approved otherwise by the inspector in writing, maximum pile size shall be 15 feet in diameter by 12 feet in height, and minimum pile size shall be 7 feet in diameter by 5 feet in height at the time of final inspection. In circumstances where there is limited space to meet pile spacing requirements, wind rows may be constructed. Windrows are elongated piles which may exceed 12 feet in length in one direction; windrows shall not exceed 12 feet in width and 15 feet in height. All spacing requirements stated below apply to wind rows.
- <u>4.2a</u> <u>Pile Construction</u>: All piles shall be constructed by laying limbs, stems, cut boles, and all other slash, in the pile so it is triangular in shape. All material placed in piles shall be bucked to 4-foot lengths to facilitate tight piles. The minimum piece size to be piled would be 3 inches in diameter and 4 feet in length.
- <u>4.3a</u> <u>Pile locations</u>: All activity generated material and coarse woody debris must be added to a pile. Piles should generally be 20 feet apart. Piles shall **NOT** be placed:
 - Closer than 15 feet to boles of residual trees and outside of the dripline of residual trees, for piles less than 8 feet in height.
 - Closer than 20 feet to boles of residual trees and outside of the dripline of residual trees, for piles greater than 8 feet in height.
 - Within 5 feet of any down logs exceeding 12 inches in diameter at the small end unless approved by the inspector.
 - Within meadow units.
 - Within 50 feet of a designated ski run.
 - On logs, rocks, or stumps, in roadways, trails, swales or drainage ditches
 - Within 1.5 times the pile diameter from a five needle pine individual or clump (e.g. a pile that is 15 feet in diameter shall be located at least 22.5 feet from the canopy of a five-needle pine of any size).

- Within 10 feet of unclassified channel bottoms
- Within 25 feet of designated classified streams and meadows as shown on the contract area map and/or designated on the ground.
- Within 50 feet of infrastructure (buildings, trails, roads, powerlines, ect.)
- Within control areas.

If such locations are not present the contractor may cut trees less than 20 inches DBH, within a unit, to create an opening for piles otherwise the material shall be chipped.

<u>4.4a</u> <u>Pile Covering</u>: All constructed piles shall receive one, 4 foot wide by 4-foot-long sheet of Kraft paper in the top third of the pile. Contractor shall pile additional material (top third) on top of the Kraft paper to prevent paper from moving off the pile by environmental conditions. For windrows, Kraft paper shall be placed in the top third of the pile along the length of the pile to ensure adequate coverage.

4.0b Chipping

Biomass disposal may be accomplished by chipping material dispersing it across the unit and areas adjacent to the unit.

<u>4.1b</u> <u>Chipped Material</u>: All activity generated material and coarse woody debris will be chipped. Minimum piece size to consider for chipping would be 3 inches in diameter and 4 feet in length. Chips should be blown back into the forest and spread to a depth no greater than 2 inches on average with a max of 4 inches over less than 10 percent of any one acre. When chips are spread within units where five-needle pines are present, chip depth will not exceed 2 inches and they will be spread in a discontinuous manner.

4.2b Chip Location: Chips material shall **NOT** be dispersed:

- Into or near classified or unclassified streams or drainages where material has the likely potential to enter streams or lakes.
- Into pre-constructed erosion control features
- Into meadows and aspen stands
- Within 50 feet of any infrastructure (buildings, trails, roads, powerlines, ect.).
- In a continuous manner when around five-needle pines (dispersal shall be discontinuous/leaving some areas without chips).

Inspections Quality Control Plan

The Contractor shall conduct inspections on all units in accordance with Quality Control Plan (QCP) approved by California Trout and Inyo Forest Service. The Contractor's Quality Control Plan shall be submitted and accepted by CalTrout prior to any work starting. CalTrout or a designated representative may conduct inspections to ensure compliance with the contract.

Inspections

Inspections are for the purpose of satisfying CalTrout that the services are acceptable and do not relieve the Contractor of the responsibility for maintaining quality control.

The Contracting Officer's Representative or designated inspector will conduct all inspections.

The Contractor (or designated representative) is encouraged to be present to observe inspections. Summary results will be made available on request.

Compliance Inspections.

Visual compliance inspections will be made on a periodic basis. Such inspections are not final and do not constitute acceptance by CalTrout.

Final Inspections.

Final (formal) inspections for payment will be made on completed sub-items only. Contractor shall request final inspections in writing and give the CalTrout at least two working days advanced notice. Inspections will be completed within four working days after the notice is received. If the work is not ready for inspection at the time specified by the Contractor, the cost associated with the inspection attempt may be charged to the Contractor.

Disputed Inspection.

The Contractor may request reinspection without rework if the results are unacceptable. Reinspection must be requested in writing within 48 hours after receiving written notice of the inspection results. Reinspection will be accomplished within five working days after receipt of the contractor's written request.

The same sampling and inspection procedures will be used, but new samples will be taken. The inspection pattern will be shifted so that new samples will not overlap previously inspected samples. Results will be rounded to the nearest whole percent.

If reinspection results are within five percentage points of the first inspection, the original inspection result will be used in determining acceptability and payment. If reinspection results are greater than five percentage points above or below the first inspection, the reinspection results will be used.

If the reinspection results are within five percentage points of the first inspection, the Contractor shall pay the actual costs of the reinspection.

Reinspection after Rework.

Where rework after a failed inspection may improve the inspection results, the Contractor may rework the area and request (in writing) a second inspection.

CalTrout will charge to the Contractor the cost of this additional inspection. Reinspection will be accomplished within five working days after the notice is received. The results of the second inspection will be final, and no further rework will be permitted. Areas not ready for reinspection at the time specified by the Contractor will not be reinspected, and the results of the first inspection will be final.

Sampling (CalTrouts Inspection System)

[X] Plots. At least one percent of each treatment area will be sampled by a random series of plots distributed over the entire area. Plot size will be: [X] 1/10 acre.

Specific Inspection Procedures

The sample plots will be located throughout each unit in order to obtain a representative sample of the work. Each item will be inspected separately. Determinations of the acceptability of the

work performed will be based on these inspections, which will be considered conclusive, except as otherwise provided in the contract.

Acceptance

Work on this contract will be deemed acceptable when CalTrout's inspection plots are equal to or higher than that specified for that task, as shown in the Quality Assurance Plan (QAP). Each item and each task must meet or exceed its Acceptable Quality Level (AQL) for full payment on the item. If one or more tasks are below their AQL, payment will be made at the lowest rate (rate most favorable to CalTrout).

The table below is an example of metrics which may be reviewed as part of inspection. Other metrics may be evaluated as it relates to the contract specifications listed in section C. Acceptance levels will remain at the below levels regardless of the metric being inspected.

Tasks	<i>Quality</i> Standard	<i>Acceptable</i> Quality Level	<i>Means of</i> Measurement	<i>Deductions</i> And Incentives
<i>C.7-2.1</i> Aspen Restoration	100% of cut trees meet C.7- 2.1.1 standards. 100% of decks meet C.7-2.1.8 100% of activity generated material meet C.7- 2.1.10	 95% of cut trees meet C.7- 2.1.1 standards. 95% of decks meet C.7-2.1.8 95% of activity generated material meet C.7-2.1.10 	Contractor inspection records and random verification by CalTrout.	Deductions – For quality below 95%, re- work at no cost to CalTrout. For quality between 85% and 95%, a 2% reduction in payment for every 1% quality below 95%. Poor performance rating. Incentives – Good performance rating.
C.7-2.2 Meadow Restoration	100% of trees cut meet C.7- 2.2.1 to 2.4 standards. 100% of piles and decks meet C.7-2.2.6 standards 100% of activity generated	 95% of trees cut meet C.7- 2.2.1 to 2.4 standards. 95% of piles and decks meet C.7- 2.2.6 standards 100% of activity generated material meet C.7-2.2.7 	Contractor inspection records and random verification by CalTrout.	Deductions – For quality below 95%, re- work at no cost to CalTrout. For quality between 85% and 95%, a 2% reduction in payment for every 1% quality below 95%. Poor performance rating. Incentives – Good performance rating.

Acceptance Level

	material meet C.7- 2.2.7 standards	standards		
C.7-2.3 Forest Health	100% of trees cut meet C.7- 2.3.1 – 3.4 standards. 100% of piles and decks meet C.7-2.3.10 Standards 100% of activity generated material meet C.7- 2.3.11 standards	 95% of trees cut meet C.7- 2.3.1 – 3.4 standards. 95% of piles and decks meet C.7- 2.3.10 Standards 95% of activity generated material meet C.7-2.3.11 standards 	Contractor inspection records and random verification by CalTrout.	Deductions – For quality below 95%, re- work at no cost to CalTrout. For quality between 85% and 95%, a 2% reduction in payment for every 1% quality below 95%. Poor performance rating.

Qualifications for Respondents, Proposal Structure and Submittal Instructions

- 1. The respondent shall be fully capable, qualified, insured, and licensed as required to provide these services.
- 2. List the location of the main office of the contractor.
- 3. Respondent must provide a list of between one three (3) projects completed by the firm that demonstrate the respondent's performance of similar work.

Work Plan, Personnel and Work Schedule Requirements

Each respondent shall develop and include:

A thorough work plan and/or schedule for project completion: The plan must identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

Contractor should break out cost for AR, MR, and FH components of the project exclusive of mobilization/demobilization and insurance costs to contractor.

Project Personnel: Respondent shall identify the name and title of all key personnel used in the performance of these services.

Sub-consultants and/or Subcontractors: Identify each subcontractor necessary to complete the

project. Include the subcontractor's name, address, the service provided, and a summary of the respondent's work history with the subcontractor.

Facilities and Resources: Explain where/how the services will be provided and what type of equipment is needed to perform the services.

Cost Detail Format and Requirements:

Personnel Services Costs: All employee costs, including benefits, which are required to complete the proposed project. List each employee classification, their hourly rate and number of hours. Employees are subject to prevailing wage.

Operating Expenses: Include all materials, contractual services, and incidental costs.

Contractual Services: those activities necessary for the implementation of the proposal for which the respondent will subcontract. These services are undertaken by a provider external to the respondent's organization.

Provide as much cost detail as possible and practical. Use unit costs when applicable (per lb., per day, cubic yard, linear foot, etc.).

Travel and per diem: Expenses must be consistent with state guidelines for mileage and reimbursed travel expenses.

Equipment: Contractor is responsible for providing all equipment necessary to complete the work proposed.

Submission of Proposals

Parties should submit their proposal by 5:00 PM (PST) July 14, 2023 by email to Marrina Nation (California Trout) at <u>Mnation@caltrout.org</u> and Allison Dodds (California Trout) at <u>Adodds@caltrout.org</u>. A contractor site visit will be offered to prospective bidders on or about June 29, 2023. This date is subject to change, and the specific meeting location is TBD. It is recommended that prospective bidders email the two primary contacts listed on Page 1 of this RFP to inform them of intent to bid.

Bids should include contact information as indicated below and cost estimates responsive to Project requirements stated above.

- The name of the solicitation;
- The name, address, and telephone and FAX number of the bidder and email address; Names, titles, and telephone and FAX number and email addresses of person/s authorized to negotiate on the bidder's behalf with CalTrout in connection with this solicitation;
- Name, title, and signature of person authorized to sign the proposal.
- Information on costs to perform the work
- Any such information as the bidder deems appropriate to evaluate experience and technical qualifications such as a portfolio.

The RFP generators will evaluate all respondent bids with a uniform scoring matrix considering both cost and qualifications and reserve the right to consult with and to consider information from bidder's references and from its own sources.

Bidders 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. Additional information provided by CalTrout about the project prior to the proposal submittal date will be made accessible to bidders on the CalTrout contractor email distribution list and on the CalTrout June Mountain website page at https://caltrout.org/projects/june-mountain. Bidders that include in their proposals data that they do not want disclosed to the public for any purpose or used by the Project Review group except for evaluation purposes, please indicate.

Conflict of Interest

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make full disclosure in writing to the Principal Investigator. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Principal Investigator, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies – The Principal Investigator may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Project Manager, CalTrout may terminate the contract for default.

The Contractor further agrees to insert provisions that shall conform substantially to the language of this clause, including this paragraph, in any subcontract, personnel agreement, or consultant agreement hereunder.