

MORAGA-ORINDA FIRE PROTECTION DISTRICT



REQUEST FOR PROPOSALS

NORTH ORINDA SHADED FUEL BREAK

Issue Date: June 14, 2019

Proposal Due Date: June 24, 2019 5:00 pm

Request for Proposals North Orinda Shaded Fuel Break Fuels Management Specialty Contractor

NOTICE REQUESTING PROPOSALS

NOTICE IS HEREBY GIVEN THAT THE MORAGA ORINDA FIRE DISTRICT will receive sealed proposals for the North Orinda Shaded Fuel Break Project, Contractors Request for Proposal (RFP). Under no circumstances will proposals be accepted after the specified proposal due date and time.

PROJECT DESCRIPTION

The Moraga Orinda Fire District is seeking experienced, reputable, and qualified contractors to perform a variety of wildland fuels management treatments that will help reduce the risk and/or rate of fire spread. The North Orinda Shaded Fuel Break (NOSFB) project will construct a 14-mile long, 1,515 acre fuel break along the northern boundary of Moraga, Orinda, and Lafayette. Specific management techniques will be used that are suitable to the material being treated, this would include understory clearing, tree pruning, brush clearing, chipping, mowing and select tree removal.

Vegetation types are a mosaic of oak woodland and savannahs, annual grasslands, brush, Monterey pine stands and eucalyptus. The project areas include sensitive habitats. During the entire project, the protection and preservation of environmentally sensitive areas is of high importance.

Basic Contractor Qualifications

These qualifications are intended for contractors interested in submitting a proposal for the NOSFB project:

- Three years' experience doing wildland fuel reduction or similar work in and around communities with sensitive resources.
- Three references with contact information related to previous work completed.
- Provide on-sight Project Superintendent to oversee entire project.
- Provide dedicated on-sight Safety Officer to oversee entire project
- Provide Fuel Mitigation Hand Crews. Crews may vary in size, but must include a supervisor with appropriate span of control. *Example: Hand Crews may consist of the following: (20) twenty personnel total, including two (2) Squad Bosses and one (1) Crew Boss; "red card" qualifications preferred.*
- Provide all necessary equipment in good working order with trained operators to complete fuel treatments as described.
- Provide all necessary logistical supplies, vehicles to support crew transportation and equipment maintenance.
- Provide license to conduct business in the State of California.
- Desirable Licenses: California C61/D49 license or a C-27 Landscape Contractor License.

- Provide certificate of comprehensive general liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and/or Property Damage.
- Contractor shall comply with all state and federal laws and regulations pertaining to cultural resources protections.
- Contractor shall comply with all state and federal laws and regulations pertaining to listed species protections.
- Contractor shall comply with all state and federal laws and regulations pertaining to pesticide use.
- Contractor shall comply with all state laws and regulations pertaining to fire prevention
- Project will be completed by December 31, 2019.

Scope: The North Orinda Shaded Fuel Break (NOSFB) project has been divided into a total of (51) fifty one smaller “treatment units” identified on the map (appendix A).

The successful Contractor(s) will be issued work orders for specific units/projects during the period ending December 31, 2019. Interested contractor(s) may submit proposals for the entire scope of project work, or for a specific type of work or use of specialized equipment. Type of work and equipment identified on page 14 & 15 Estimated Cost Proposal Table. The MOFD may issue work orders not to exceed a total of \$3,000,000 during the contract term, but is not obligated to issue any work orders.

In addition to the required work qualifications, the Moraga Orinda Fire District plans to award the contract based on time and material costs (the type of work that is being performed, on a per hour basis, identified on page 11, **COST PROPOSAL TABLE**). The successful Contractor(s) will be responsible for submitting a completed Time Card at the completion of each day’s work. This time card will identify the personnel who were present, the hours worked and equipment used for that operational period.

Treatment Methods and Equipment:

This 1,515 acre project includes approximately 25% mastication and/or mowing and 45% hand cutting and chipping (may include mechanical tree felling and reduction where appropriate). The remaining 30% of the project will consist of prescribed burning. Prescribed burning will be conducted by fire suppression personnel at a later date based on favorable weather conditions.

The MOFD seeks Contractors who have demonstrated expertise and experience in performing the following services:

- Reducing ladder and surface fuels, such as pruning low-hanging tree limbs, removing dead and downed branches, fallen logs and removing understory vegetation.
- Ability to staff a minimum of (1) one, (10) ten person hand crew.
- Removing large, hazardous, or diseased trees or limbs in sensitive/technical areas.
- Chipping brush and whole trees.
- Thinning forest stands up to a specified tree diameters or spacing between trees

- Falling and reducing various sized live or dead trees, including eucalyptus and pine.
- Hand cutting or masticating (machine cutting) brush
- Mowing or weed-eating grass.
- Hand construction of control lines for future prescribed fire
- Working around sensitive habitat areas.
- Constructing Hand Lines to support future prescribed burns
- Consolidate cut material, move, cover and prep vegetation for future burn piles or chipping.
- Installing erosion control or water quality control measures (silt fencing), if required

Fuel Management Prescription Specifications:

Contractors should expect to work in a variety of conditions, on sites ranging up to several hundred acres in size, on steep slopes with limited access. A majority of the project will be conducted on East Bay Regional Parks District and East Bay Municipal Utility District property, intermixed with private property. Both of these agencies have current Fire Management Plans. This project will comply with the requirements listed in each agencies Fuel Prescription Specifications (Appendix B) and Best Management Practices for Cal FIRE’s Emergency Projects. The East Bay Municipal Utility District Fuel Prescription Specifications and Cal Fire’s best practices guidelines will be used for all privately owned property within project boundaries. Contractor will work under the direction of the field biologist.

Project Priorities:

The first phase and initial priority of the project will be the utilization of hand crews to complete the work required for constructing a shaded fuel break throughout the project boundaries. This work will primarily focus on the reduction/removal of ladder fuels and ground litter. Time consuming tasks, such as, tree removal may be bypassed until the hand crew work is complete. Once the hand crew is complete, the reminder of the tasks required to complete the project will prioritized and issued work orders

Biological Monitoring:

The MOFD will provide a designated Biologist to review each unit prior to the start of work and will be present while the project is in operation. Work may frequently be in sensitive habitats and resource protection areas, with specific equipment and timing restrictions. All restrictions will be clarified and detailed in each work order prior to the start of work. Field personnel will follow California Department of Food and Agriculture regulations pertaining to sudden oak death to prevent the spread of the pathogen. The assigned biologists will provide field personnel with environmental awareness training prior to the start of physical work.

Equipment Staging Area

The MOFD will provide a site of adequate size designated as a formalized staging area throughout the duration of the project. The Staging Area will allow the Contractor access for overnight storage of commercial vehicle, large equipment and other project related items. This site will be centrally located within the project boundaries and will be secured by the MOFD or their designee during non-work hours.

Supplementary Conditions

Additional details regarding project coordination, work restrictions, environmental protection and operating guidelines are identified in Appendix C. The selected Contractor(s) will be responsible to comply with all conditions listed in the Appendix C (supplementary conditions).

Inspection and Acceptance

MOFD will inspect the project area while work is in progress and again, within five (5) days of project completion. If the MOFD inspection finds that the fuels reduction is not acceptable, the Contractor will be required to re-treat the project area to MOFD specifications at no additional cost to MOFD.

General Terms & Conditions

INDEMNIFICATION – HOLD HARMLESS.

(a) To the fullest extent permitted by law and without limitation by the provisions of this section relating to insurance, the Contractor shall indemnify, defend (with independent counsel approved by the District) and hold harmless the District from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature, type, or cause, arising out of or resulting from or in connection with the performance of the Contract. The Contractor's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any act or omission of the District, except that the Contractor shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of the District. The provisions of this Section survive the completion of the Work or termination of the Contract.

(b) To the fullest extent permitted by law and without limitation by the provisions of this section relating to insurance, the Contractor shall also indemnify, defend and hold harmless the District from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or

subcontractor of the Contractor or its subcontractors, the Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor. The provisions of this Section survive completion of the Work or termination of the Contract.

(c) Contractor shall, throughout the duration of this Agreement, maintain insurance to cover Contractor (including its agents, representatives, sub- Contractor, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Contractor shall comply; however, the minimum insurance levels shall not relieve Contractor of any other performance responsibilities under this Agreement (including the indemnity requirements), and Contractor may carry, at its own expense, any additional insurance it deems necessary or prudent. Contractor with the execution of this Agreement by the Contractor, and prior to the commencement of any services, the Contractor shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the Fire District. Contractor shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

1. **Minimum Insurance Levels.** Contractor shall maintain insurance at the following minimum levels:

- a. **Commercial General Liability** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action for bodily injury, death, personal injury and property damage which may arise out of the operations of the Contractor (with coverage at least as broad as ISO form CG 00 01 01 96) and in an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
- b. **Environmental Liability Insurance** Contractor shall provide Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Contract. Coverage shall be provided for both work performed on site as well as proper disposal of hazardous materials. Limits of not less than \$1,000,000 shall be provided.

- c. **Automobile Liability** Contractor shall maintain automobile liability insurance with coverage at least as broad as ISO form CA 00 01 07 97, for “hired and non-owned auto for the term of this Agreement covering any loss of liability, including the cost of defense of any action, arising from the operation, maintenance or use in an amount not less than \$1,000,000 per accident for bodily injury and property damage. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.
- d. **Workers’ Compensation** If Contractor employs any person, Contractor shall maintain Statutory Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than (\$1,000,000.00) per accident.
- e. **Professional Liability** Contractor shall maintain professional liability insurance for licensed professionals performing work in connection with this Agreement in an amount not less than \$1,000,000 per claim, \$1,000,000 aggregate for damages that may be the result of errors, omissions, or negligent acts of Contractor. Any deductible is the responsibility of the Contractor.

2. **Endorsements** The insurance policies shall be endorsed as follows:

- a. For the commercial general liability insurance, the Moraga-Orinda Fire Protection District (including its elected officials, employees, and agents) shall be named as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 11 85.
- b. Contractor insurance is primary to any other insurance available to the Fire District with respect to any claim arising out of this Agreement. Any insurance maintained by the Fire District shall be excess of the Contractor insurance and shall not contribute with it.
- c. Certificate of Insurance will indicate Contractor insurance will not be canceled without 30 days written notice to the Fire District.
- d. **Qualifications of Insurers.** All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best’s rating of not less than “A:VII.”
- e. **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

- f. **Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Contractor, its employees, agents and subcontractors.
3. **Time:** All work shall be performed and completed within the time period stated on each work order and in no event later than December 31, 2019.
 - (a) Contractor shall begin work within ten calendar days after the date authorized in the Notice to Proceed and shall diligently execute the Contract to completion. Please Note: Time is of the essence of this contract. Calendar days will be counted beginning with the day Contractor begins work unless otherwise directed by MOFD.
4. **Liquidated Damages:** By entering into this Agreement, Contractor agrees that District will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that this amount is not a penalty, but is reasonable estimate of the loss that District will incur based on the delay, established in light of the circumstances existing at the time this Agreement was awarded. District may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between District and Contractor.
5. **Independent Contractor.** It is understood by and between the parties hereto that the Contractor is an independent contractor and not an employee of MOFD, and that any person or persons employed by the Contractor to aid or assist in carrying out the work to be performed under this contract shall be employees of said Contractor and not employees of MOFD, and that the Contractor and its employees possess the special skills required for such work.

General Instructions

After the RFP selection process and prior to the start of this project, the selected Contractor(s) will meet with MOFD staff to discuss project implementation, special protection measures and any potential operational constraints regarding the conduct of this contract that may impact project completion; including but not limited to, planned start date, special protection measures, operational constraints, operating schedule and order of project completion. All of the above identified operational conditions and criteria shall be documented in a written Incident Action Plan (Plan of Operation) and kept in the contractor's possession during project implementation.

MOFD has identified the project area by flagging boundaries, biologist observations, archaeological sites, and watercourses, so the work area is clearly identified. MOFD may also use the contractor to help with flagging unit boundaries to ensure the work area is clearly understood and identified.

The equipment will be hired “wet” meaning the Contractor will be responsible for fuel and maintenance of the Contractor’s equipment. Any damage to the Contractor’s equipment is at the Contractor’s expense.

1. The Contractor(s) shall comply with fire prevention standards and assure that each hand crew is equipped with a minimum of one 5 gallon back pump and firefighting hand tools.
2. The Contractor(s) will provide a Fire Watch at each Treatment Unit for 2 hours past the end of each work period
3. Contractor shall not conduct any activities that generate noise earlier or later than the start and end times defined by the work order (s).
4. The Contractor(s) will ensure that toilet, handwashing, shade, drinking water and garbage disposal facilities are compliant with State Law and available at each active work site.
5. The Contractor(s) will provide a **Logistics Plan** that will identify how many personnel will be assigned to the project, procedures for fueling commercial vehicles/equipment, identify employee’s logistical needs (food, shelter, hygiene, transport, etc.) and describe how each of those needs will be addressed.
6. The Contractor(s) shall be responsible for providing all logistical needs for their employees as required. This would include, but not limited to food, housing, on site transport, hygiene and all other as needed items.
7. The Contractor(s) will take steps to prevent any unnecessary damage to adjacent timber, soil or water.
8. The Contractor(s) will follow California Department of Food and Agriculture regulations pertaining to sudden oak death to prevent the spread of the pathogen.
9. The Contractor(s) will be responsible for any negligent property damaged during the project.

PROPOSALS:

All proposals must be complete and submitted on time. Contractor(s) are encouraged to include any relevant information about their qualifications that is not covered in the proposal request announcement. The accepted proposal will be included as part of the specifications and conditions of the final agreement. Contractor(s) must be prepared to make all determinations of feasibility necessary to complete the proposal.

MOFD reserves the right to reject any and all proposals, to contract with multiple Contractors, to modify the terms of the Request either before or after the deadline for submission of proposals, to negotiate with one or more of the submitters, to call for additional proposals, to refrain from accepting any proposal, elect to perform work in only part of the project area, or elect to perform the work with its own forces. All proposals become the property of MOFD and are subject to public disclosure laws.

Proposals shall be submitted with attachments and shall conform to the requirements set forth in these instructions. Per the MOFD Purchasing Ordinance, this contract will be awarded after consideration of several selection criteria, including:

All proposals shall remain undisclosed until successful Contractor(s) are identified or, if all proposals are rejected, after rejection of all such proposals; following that date all proposals shall be subject to review and shall be deemed public record.

Selection Criteria:

Awarding this Contract(s) will be based on the best value to the MOFD, as indicated by several selection criteria, including but not limited to the criteria listed above.

The MOFD will consider the following criteria when evaluating proposals:

1. The best match of Contractor(s) to project needs, including: experience, staffing, past performance with contract administrators etc.
 - a. Demonstrated ability to perform the services listed within this document.
 - b. Demonstrated understanding of MOFD requirements and sound forestry practices.
 - c. The best match of the Contractor(s)s experience, skills and equipment for site specific conditions
2. The best match of Contractor(s) availability to meet MOFD timing needs.
 - a. Ability to mobilize in less than 30 days from contract award
 - b. Ability to staff multiple hand crews with appropriate level of supervision.
3. Possession of required licenses and registrations.
4. Work/cost estimates for various types of work.

INFORMATION TO CONTRACTOR(S)

1. GENERAL REQUIREMENTS

- a. Examination of Contract Documents. By submitting a Proposal, the Contractor(s) acknowledges having examined the entire RFP. The Contractor(s)'s failure to do any and all of the above shall not become a basis for claim of additional monies or extension of time.
- b. Amendments to Contract Documents. The RFP may be modified by written Addendum mailed or emailed to all prospective Contractor(s). Contractor(s) must acknowledge receipt of all Addendums at the time any proposal is made. Proposals that fail to acknowledge receipt of addendums will not be accepted.
- c. Licensing. Attention is directed to the requirements of sections 7000 through 7145 of the California Business and Professions Code, known as the "Contractor's License Law". Contractors submitting proposals must possess an appropriate license which is current and valid at the time of proposal submittal and throughout the term of the Contract. .
- d. Prevailing wages and certified payroll:
The Contractor(s) shall pay all workers California prevailing wages for each trade or classification on the job during the term of the Contract. These rates include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and apprenticeship or training. All personnel working on this project are entitled to the prevailing wage as set by the State of California Department of Industrial Relations (www.dir.ca.gov). By submission of a proposal: The Contractor agrees to comply with the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the Contractor. MOFD requires the submission of certified payroll records with every invoice
- e. Registration with Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a proposal unless they are registered with the DIR. No contractor or subcontractor may be awarded a contract unless they are registered with the DIR. Work performed on any contract entered as a result of this RFP is subject to compliance monitoring and enforcement by the DIR.
- f. Equal Opportunity. The successful Contractor(s) (s) and its subcontractors must comply with all applicable state equal employment opportunity and affirmative action laws throughout the term of the Contract.
- g. Contractor must assure compliance with the Immigration Reform Control Act of 1986h.

- h. Withdrawal of Proposals. A signed and written notice must be received by the District prior to the proposal due date.

2. PROPOSAL SUBMITTAL

- a. Form and Delivery. Two copies of the Proposal must be delivered (with enclosures, if any) in a sealed envelope marked as below:

Moraga Orinda Fire Administrative Offices
1280 Moraga Way
Moraga, CA 94556

Proposal for Project Referred to as:

“North Orinda Shaded Fuel Break Fuels Management Specialty Contractor List RFP”

Proposals must be received by 5:00pm on June 24, 2019, at Moraga Orinda Fire Administration Offices located at 1280 Moraga Way, Moraga, CA. Any proposal not delivered on time to the specified location will be returned unopened. Proposals will be received at no other place. If the proposal is mailed, it must be sent by certified or registered mail, return receipt requested, and received by the MOFD before the deadline.

- b. Completion. Incomplete Proposals may result in Proposal rejection.
- c. Signatures on Formal Proposal. The Proposal must be signed by an authorized person for the contractor. If the contractor is a partnership, a general partner must sign. If the contractor is a corporation, an authorized officer of the corporation must sign.
- d. Performance and Labor/Materials Payment Bonds. Each proposal shall include all charges for furnishing a Performance Bond (100% of the total contract amount) and a Labor/Materials Payment Bond (100% of the total contract amount). The successful contractor(s) shall furnish the bonds as described in PARAGRAPH 3.b.(i) below.
- e. Insurance. Each proposal shall include an estimate of all charges for the required insurance coverages
- f. Questions regarding the RFP should be directed in writing to the Project Manager at jcall@mofd.org before June 21, 2019 no later than 16:00 hours.

3. POST-PROPOSAL PROCEDURE

- a. Notification of Contract(s) Award. Following Board action or acceptance of the contract(s), an MOFD representative will notify the selected Contractor(s) in writing and mail the Agreement for signatures.

- b. Bonds. The successful contractor(s) shall procure and submit one fully executed copy of the required Bonds prior to contract award. Attorneys-in-fact must attach a current, certified copy of their power of attorney to each bond .
- i. Performance and Labor & Materials Bonds. The Contractor shall furnish a bond in the amount of the estimated job price to the District, guaranteeing the faithful performance of all obligations of the contract, and a bond in the amount of the estimated job price, guaranteeing the payment of claims of subcontractors, suppliers of materials or labor, and others. Bonds shall be on forms provided or approved by the District. All bond premiums shall be paid by the Contractor. See attached bond forms and instructions (Appendix D).
 - ii. Approval of Sureties. Any surety company which at the time of execution of this Contract is an admitted surety insurer as defined by Cal. Code of Civ. Proc. Section 995.120(a) and is listed in the latest published U. S. Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", is hereby deemed approved.
- d. Insurance. The successful Contractor(s) shall procure the insurance coverage and provide evidence prior to commencing work.

PROPOSAL INSTRUCTIONS

Contractors are encouraged to include any relevant information about their qualifications and experience that would help the MOFD during the evaluation process.

After proposals have been reviewed initially, discussions with prospective Contractors may be required.

This RFP does not commit the MOFD to award a contract. The MOFD reserves the right to request any Contractor(s) submitting a proposal to clarify or modify its proposal or supply additional information. The MOFD reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed.

Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services, and/or failing to comply with requirements and conditions of this RFP, will not be given further consideration.

PROPOSAL REQUIREMENTS

Proposals must address the following items:

1. Business owner name and contact information. Business name, address, and phone number.

2. Federal ID number and Department of Industrial Relations registration number.
3. Copy of general liability insurance
4. Description of past three years' experience conducting wildland fuel reduction or similar work in and around communities with sensitive resources (include references, with contact information).
5. Qualifications of the business owner, the superintendent and Safety Officer that will be working on the NOSFB project. Completion of the attached **Cost Proposal Table**, **Estimated Rate of Production Table** and a **written Logistics Plan**.
6. Complete subcontractors list who will be working on project (Appendix E)
7. Complete a Non-collusion affidavit (Appendix F)
8. Copies of all related licenses and registrations, current and valid through project completion. Examples of desirable licenses are listed below:
 - California C61/D49 License or Licensed Timber Operator (LTO)
 - California Department of Pesticide Regulation (DPR) Business License and (QAL) Certification
9. Business Owner's signature

ESTIMATED COST PROPOSAL TABLE

Contractors must fill in the proposed costs based on time and materials for the type of work listed below. Place an “X” next to any work you do not wish to be considered for. The Contractor may document any additional equipment/personnel needs with proposed costs in the blank columns below:

Type of Work or Equipment	Proposed cost	Do not wish to be considered
Hand Crew Personnel (Hand crew removal of ladder fuels/understory brush, small trees and thick floor litter)	\$_____ per person, hourly	
Project Superintendent	\$_____ per person hourly	
Project Safety Officer	\$_____ per person hourly	
Administrative Personnel	\$_____ per person hourly	
Employee Logistical needs (meals, housing, transport, etc.)	\$_____ per person, per day	
Mowing or weed eating grass	\$_____ per hour	
Crew Transport Vehicle	\$_____ per hour	
Traffic Control	\$_____ per hour	
Chip cut materials and broadcast to remove – wheeled chipper	\$_____ per hour	

Type of Work or Equipment	Proposed cost	Do not wish to be considered
Grapple/whole tree chipper	\$_____ per hour	
Masticating brush (machine)	\$_____ per hour	
Dead Tree Removal (<12" dbh)	\$_____ per each tree	
Limb up tree (> 48" dbh from ground level to 10 feet.)	\$_____ per each tree	
Remove tree from 12" to 24" dbh, cut at ground level	\$_____ per each tree	
Remove tree >48: dbh, cut at ground level	\$_____ per each tree	
Herbicide application on cut stumps <i>*Only for use on EBRPD property</i>	\$_____ per hour	
Disposal / recycling of surplus materials off site. Measured in stockpile before loading for transport	\$_____ per each cubic yard	

ESTIMATED RATE OF PRODUCTION TABLE:

The Contractor shall estimate their anticipated rate of production working in varying fuel types with their proposed hand crew resources. This is an estimated production rate, it is understood that there are factors that will affect this estimate when working in the field.

Vegetation & Fuel Break Type	Rate of production per hour in ¼ acre increments	Rate of production per hour in ¼ acre increments	Rate of production per hour in ¼ acre increments	Size of Crew	Estimated \$ cost per acre
	<i>Flat Slope</i>	<i>Moderate Slope</i>	<i>Steep Slope</i>		
Construct Shaded Fuel Break in- oak savannahs woodland, moderate to thick understory, with ground litter					
Construct Fuel Break in- Brush, uninterrupted “coyote brush” 4-5 feet in height					
Construct Fuel Break in- Seasonal grassland-grass mowed or cut to 2” stubble					

MEASUREMENTS AND PAYMENTS

- a. Payments shall be made at the agreed upon prices indicated and said payments shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, supervision, operating supplies, disposal fees, indirect costs, general and administrative expense, profit and incidentals necessary to complete fuel reduction to the satisfaction of the District and no additional payments will be made. All equipment is to be considered hired "wet" with contractor supplying all fuel and maintenance required for the specified project work.
- b. In areas where the project requires tree removal or disposal of materials off site, the Contractor shall notify MOFD Representative prior to removal and disposal. Payment shall be made for the work at the unit price quoted.
- c. The project areas worked shall be limited to those specified by the MOFD representative, and the Contractor shall accept payment at the agreed upon unit prices for the actual work done, and no additional allowances will be made.
- d. The Contractor shall be reimbursed for additional protection required as a result of discovery of areas of historic or prehistoric sites, buildings, objects and properties related to American history, architecture, archeology and culture. The Contractor shall submit a Change Order Request to the MOFD which must be approved prior to the additional work commencement.
- e. The Contractor shall be reimbursed for any additional protection required as a result of discovery of areas that need additional special measures, such as protection of plants or animals listed as threatened or endangered previously not identified in the work order. Contractor shall submit a Change Order Request to the MOFD which must be approved prior to the additional work commencement.
- f. Damage to trees, other natural features, and improvements such as roads, fences, and structures, shall be avoided at all times. The Contractor, at no additional expense to the MOFD, shall replace or repair all damaged improvements under the direction of the MOFD representative. Excessive damage to standing unmarked or undesignated trees shall be compensated to the MOFD by the Contractor at the rate of \$100 per scar when the scar is larger than 30% (thirty percent) of the diameter of the tree.

INVOICING AND PAYMENT RETENTION

MOFD requires the submission of certified payroll records with every invoice.

Progress payments can be made on a monthly basis during the performance of the work. Contractor shall submit invoices once a month during the term of the contract, based on the cost for services performed prior to the invoice date. MOFD shall make monthly payments, based on invoices received, for services satisfactorily performed.

MOFD shall retain 5% of all invoices, payable after the entire project has been successfully completed and after the District Representative's final punch list has been completed.

Substitution of Securities for Withheld Amounts: Pursuant to Public Contract Code section 22300, securities may be substituted for any moneys withheld by District to ensure performance under this Contract, provided that substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmer's Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 USC sections 1921 *et seq.*), and where federal regulations or policies or both do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with District, or with a state or federally chartered bank as the escrow agent, which shall then pay such moneys to Contractor. The Director of Finance is authorized to execute substitution of securities agreements on behalf of the District. District will return the securities to Contractor upon satisfactory completion of the Contract as determined by District in its sole discretion and the resolution of all outstanding claims against the securities. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Appendix A

Maps

Appendix B

FUEL MANAGEMENT PRESCRIPTION SPECIFICATIONS

EAST BAY REGIONAL PARK DISTRICT
FUEL MANAGEMENT PROGRAM
FUEL MANAGEMENT PRESCRIPTION SPECIFICATIONS

OAK-BAY WOODLAND

- Conduct all operations to avoid unacceptable damage to boles, roots, and crowns of residual trees and vegetation.
- Remove target tree species in a manner that retains native oak and bay trees.
- Remove dead/downed material >3" in diameter.
- Surface and ladder fuels will be removed up to approximately 8 feet from the forest floor, including brush under the tree canopies, and live tree branches. Reduce shrub volume and dead material according to performance standards by cutting brush and removing off-site, or placing in piles for burning. Herbaceous native plants will remain.
- Reduce ladder fuels, such as: decadent brush, low hanging limbs of all tree species (including oaks and bays), accumulated eucalyptus stringy bark, small trees, and blackberry.
- Cut old stumps to ground level.
- Reduce brush stands by at least one-third in areas where non-fuel break grasslands have been encroached over the past 10 years.
- Continue to weed-eat or graze flashy fuels such as grass and thistle.
- Material may be removed, chipped/mulched, or burned. Chips and mulch layers should not exceed 2 inch depth. Broadcast or pile burning may be used to reduce surface fuels or brush.
- All trees to be cut will have a maximum 4" stump height.
- Maintain sufficient health of retained trees by limbing up no more than the lower third of the crown.
- Material may be removed, chipped/mulched, or burned. Chips and mulch layers should not exceed 2 inch depth. Broadcast or pile burning may be used to reduce surface fuels or brush.

EUCALYPTUS PLANTATION

- Thin eucalyptus and pine stands throughout the site to help minimize the potential for crown fires. Eucalyptus and pine crown fires along ridge tops are of highest concern because these trees are more exposed to wind and have a greater chance of casting embers and spotting fires long distances. Thin these smaller ridgetop stands the most heavily or completely remove them. Remove surface fuels, such as: down logs/limbs, eucalyptus leaf litter, old jackpot piles of cut fire wood and branches.
- Remove dead/downed material >3" in diameter.
- Surface and ladder fuels will be removed up to approximately 8 feet from the forest floor, including brush under the tree canopies, and live tree branches. Reduce shrub volume and dead material according to performance standards by cutting brush and

removing off-site, or placing in piles for burning. Herbaceous native plants will remain.

- All trees to be cut will have a maximum 4" stump height.
- Conduct all operations to avoid unacceptable damage to boles, roots, and crowns of residual trees and vegetation.
- Remove target tree species in a manner that retains native oak and bay trees.
- Remove eucalyptus trees that are multi-stemmed or contributing significantly to the forest litter.
- Remove young acacia, eucalyptus, and pine to help prevent stand regeneration.
- Reduce ladder fuels, such as: decadent brush, low hanging limbs of all tree species (including oaks and bays), accumulated eucalyptus stringy bark, small trees, and blackberry.
- Treat all eucalyptus and acacia stumps with herbicide as recommended by the District's Integrated Pest Manager to reduce future sucker growth.
- Material may be removed, chipped/mulched, or burned. Chips and mulch layers should not exceed 2 inch depth. Broadcast or pile burning may be used to reduce surface fuels or brush.

BRUSHLAND/ SCRUB

- Areas where brush has been removed may be treated with herbicides to discourage regrowth as recommended by the District's Integrated Pest Manager.
- Material may be removed, chipped/mulched, or burned. Chips and mulch layers should not exceed 2 inch depth. Broadcast or pile burning may be used to reduce surface fuels or brush.
- Reduce brush stands by at least one-third in areas where non-fuel break grasslands have been encroached over the past 10 years.
- When working in shrub lands retain roughly 30% to 50% of shrub cover in islands through mosaic thinning or patch retention thinning. Islands are to be approximately 50' diameter, spaced 50 feet apart and should be natural in appearance and include specimens of variable age classes.

GENERAL RESOURCE

- Avoid bird nests at all times during treatment. If treatment will occur during nesting season, February 1 – August 31, Stewardship will conduct a pre-work nesting survey within 15 days of start of work and flag any identified nests. Work conducted from September 1 to January 31 does not require a prework nesting survey.
- Identify and flag dusky-footed woodrat nests during pretreatment assessments and/or surveys. Any identified nests will have a buffer zone and will be avoided during treatment, as described by the current protocol developed by Stewardship.
- Remove target tree species in a manner that retains native oak and bay trees.
- Conduct all operations to avoid unacceptable damage to boles, roots, and crowns of residual trees and vegetation.

- Throughout fuel treatment area where steep slopes exist with specific soil types and/or near water ways where there will be erosion concerns:
 - Install erosion control measures if needed in areas where duff has been removed.
 - If more than one acre of disturbance will occur during the treatment, a SWPPP is required.

NON-NATIVE GRASSLAND

- Reduce grassland cover to 4-6 inch stubble height.
- Treatment options include: grazing, line trimming, mowing, and broadcast burning.

ALAMEDA STRIPED RACER (WHIPSNAKE) CONSIDERATIONS

The following restrictions apply when working in Alameda whipsnake habitat, defined as core scrub (PCE1), woodland or annual grassland (PCE2), and rock outcrops and small mammal burrows within or adjacent to PCE1 or PCE2 (PCE3). *Treatments in unsuitable habitat (e.g. eucalyptus forest) are exempt from these conditions.*

- **Work Windows.** Treatment activities involving heavy equipment and/or significant ground disturbance within any areas determined to be suitable AWS habitat would not occur between November 1 and March 31. Between April 1 – October 31, heavy equipment may be used with proper BMPs in place. Treatments involving hand crews, light mechanical equipment, or prescribed burning can be implemented throughout the year with proper BMPs in place. Work with chain saws is permitted without conditions at all times.
- **Biomonitoring.** A Designated Biologist would be onsite during implementation of activities that may result in take of State- and federally listed species, including mowing, weed eating, and heavy equipment use. Biomonitoring is required for all work EXCEPT for light work with hand crews between November 1 – March 31. If at any time a Covered Species is found within the Project Area, the Designated Biologist has the authority to stop work in the immediate vicinity until the Covered Species leaves the Project Area on its own, or if it can be safely captured it shall be relocated by the Designated Biologist to a suitable location outside of the Project Area.
- **Heavy Equipment.** Where heavy equipment is used in a manner that will impact core scrub whipsnake habitat (PCE1), a Designated Biologist must be present. See Directional Work plan bullet.
- **Directional Work plan.** In lieu of exclusion fencing, a directional work plan may be submitted for agency review and approval. In the case of an approved Directional Work plan, a Designated Biologist shall be present for all work involving heavy equipment. When earthmoving equipment is used, the Designated Biologist shall walk in front of equipment, where feasible and if it can be done in a safe manner. If a directional work plan is not approved, exclusion fencing will be required to protect core scrub habitat. Where fencing is feasible to install and within areas already

proposed for temporary impacts, fencing would be installed around areas within or adjacent to AWS core scrub habitat where heavy equipment is operated, including landing areas, access roads, and staging areas.

- **Coverboards.** For all work overseen by a Designated Biologist, coverboards shall be installed in key areas, determined by the Designated Biologist or Permittee prior to initialing vegetation clearing activities for each area. The coverboards shall be placed to provide refuge for the Covered Species fleeing the area, including areas where a directional treatment methodology is used. Coverboards shall be inspected at the end of each work day and use by wildlife shall be recorded.
- **Rock Outcroppings.** Rock outcroppings and native shrubs surrounding outcroppings will be separated from the treatment area by orange construction fencing or other appropriate means.
- **Skid Trails.** Skid trails would be sited a minimum of 10 feet away from Alameda whipsnake core scrub habitat (PCE1) and rock outcrops (PCE3).
- **Wood Chips and Landings.** Wood chips and landings would not be placed within 50 feet of rock outcrops.
- **Ground Burrows.** Where possible during any treatment, ground burrows, holes, and tunnels shall be avoided. Spoils and burn piles shall be placed away from such features.
- **Shrublands.** When working in shrublands retain roughly 30% to 50% of shrub cover in islands through mosaic thinning or patch retention thinning. Islands are to be approximately 50' diameter, spaced 50 feet apart and should be natural in appearance and include specimens of variable age classes.

**EAST BAY MUNICIPAL UTILITY DISTRICT
WATERSHED SHADED FUEL BREAK
FUEL TREATMENT PRESCRIPTIONS BY HABITAT TYPE**

NOTE: No herbicide use on any EBMUD or privately owned property

Hardwood Forest

Limb trees to 6 feet above ground

Remove brush and live trees 6 inches d.b.h. and less

Remove coast live oak trees infected with Sudden Oak Death (SOD), as well as bay laurel (SOD host) overtopping coast live oak trees. Remove down dead fuels between 4 – 12 inches in diameter from the fuel break

Existing woody debris 12 inches or greater in diameter shall be retained as currently dispersed in the fuel break

Maintain an effective fuel break width from the edge of pavement on the adjacent county road to the grassland transition or 300 feet, whichever comes first

Stumps shall be kept to a height of 6 inches or less on the side adjacent to the highest ground level

All woody debris created by fuel break operations greater than 4 inches in diameter shall be removed or chipped for fire hazard reduction

Chipped material may be broadcast blown back on to the adjacent treatment zone at a depth of 6 inches or less.

Monterey pine

Remove trees to create a well distributed fuel break that is at least 60 % by numbers of those trees 18 inches and more d.b.h. present prior to commencement of fuel break operations. Remove the poorest quality trees (damaged/diseased)

Residual trees shall be limbed to 6 feet above ground

Retain all snags that are not within their height of the nearest public road

Maintain a well distributed tree crown cover of at least 60 % of the pre-harvesting tree crown cover

Stumps shall be kept to a height of 6 inches or less on the side adjacent to the highest ground level

Remove down dead fuels between 4 - 12 inches in diameter from the fuel break

Slash and debris from fuel break operations shall not be bunched adjacent to residual trees or placed in locations where they could be discharged into a watercourse or reservoir

Fuel Break crews shall exercise due diligence so that desirable residual trees and seedlings will not be damaged or destroyed during fuel break operations
All woody debris created by fuel break operations greater than 4 inches but less than 12 inches in diameter shall be removed, chipped, or piled and burned for fire hazard reduction

Reduce surface fuel loading to prepare the fuel break for broadcast burning

Treatment options include: mastication, chipping, or grapple pile followed by burning

Not all biomass within the fuel break needs treatment or mulching into small pieces. Some trees may remain as down logs if they provide habitat and do not add to the fuel load

Broadcast burning shall not fully consume the larger organic debris which retains soil on slopes and stabilizes watercourse banks

Eucalyptus

Same prescription as Monterey pine

Coastal scrub

Remove brush over 1 foot in height to create horizontal separation between plants of 3 to 5 times the height of the residual plants and the residual plants are not within the dripline of an overstory tree

Non-native grassland

Reduce grassland cover to 4-6 inch stubble height

Treatment options include: livestock grazing, mowing, and broadcast burning

Coast live oak, California bay, and willow riparian woodland

No trees shall be removed from the riparian woodland without prior (site specific) approval by EBMUD. Up to 35% of the riparian tree crown canopy may be trimmed. Riparian corridors include locations within 50 feet of the top-of-bank of a watercourse or reservoir

Fuel Break Construction

- **Standard Fuel Treatments:** To diminish the risk and/or rate of fire spread across the fuel break, specific techniques are used suitable to the material being treated (e.g., mowing, prescribed grazing, pruning, vegetation removal, chipping, prescribed burning, and masticating). Treatments focus on dead, diseased, and dying trees before any healthy trees are removed. When healthy trees are removed, the focus is on smaller diameter trees and trees that will help prevent fire from spreading from the forest floor into the tree canopy. Large diameter trees with unique structural features will be retained to support and promote wildlife species and habitat.
- **Dead Vegetation:** Generally, all downed dead trees and shrubs are removed if they are solid (not rotten) and are not yet embedded into the ground. Downed trees that are embedded into soil and which cannot be removed without soil disturbance are left in place. Chipping and masticating of dead material is often used as an alternative to removal.
- **Fuel Break Aesthetics:** When possible, fuel breaks are blended into the surrounding environment. This is accomplished by feathering the edges of the fuel break into the adjacent protected areas for aesthetic purposes.
- **Equipment Use:** Soils, site factors, and timing of application must be suitable for any ground-based equipment utilized for creating a fuel break to avoid excessive compaction, rutting, or damage to the soil surface layer. Equipment is used on the contour where feasible. For safety purposes and to protect site resources, treatment methods involving equipment are generally not applied on slopes exceeding 50 percent.

Appendix C
Supplementary Conditions

SUPPLEMENTARY CONDITIONS

1. **General:** The purpose of the Supplementary Conditions is to establish certain conditions particular to the control and execution of this project.

2. **MOFD Representative:** The MOFD Representative is fully authorized to discuss all contract matters. The MOFD Representative shall make all final decisions as to the intent of the RFP, the amount and quality of work furnished, the manner and rate of work performed, the fulfillment of the Contract and any compensation due to the Contractor.

3. **Project coordination and clarification:**
 - a. The Contractor shall make every effort to reduce the impact of project work on the surrounding communities and coordinate with the MOFD Representative to avoid conflicts.
 - b. The MOFD requires the Contractor to identify a Project Superintendent who is an employee of the Contractor, has the authority to represent and act for the Contractor, can communicate clearly in English, and who will be present during all work.
 - c. The MOFD requires the Contractor to identify a Project Safety Officer who is an employee of the Contractor, well versed in State, Federal, OSHA regulatory requirements, can communicate clearly in English, and who will be present during all work.
 - d. The Project Superintendent or their designee must have 24/7 availability by phone.
 - e. Contractor will provide all materials, labor, fees, and equipment necessary to complete all work
 - f. Before commencing operations, the Contractor shall review unit work orders with the MOFD Representative. The contractor shall provide a written estimation of completion for each unit. Significant changes to the work plan, at any time, must be documented and presented to the MOFD Representative.
 - g. Contractor will maintain accurate records of quantities of materials processed, by type and will cooperate with MOFD representative in any audit of such quantities.
 - h. The contractor shall meet weekly with the MOFD Representative or more frequently if necessary.

4. **Restriction of Work:**
 - a. Should a protected plant or animal be encountered that had not previously been known or recognized, work is subject to stoppage.
 - b. Where plant occurrences, wildlife habitat, or cultural resources are flagged for avoidance, the Contractor's equipment and workers shall not enter or traverse the designated site, trees shall not be felled into or across such sites, and all debris and chips shall be treated to avoid the site.
 - c. **Red Flag Conditions:** Contractors will cease work and notify the MOFD Representative when Red Flag conditions specific to the project area are

declared by the National Weather Service. It is the Contractor's responsibility to be aware of fire conditions. Contractor can learn about fire weather conditions by going to the National Weather Service California Fire Weather web page at <http://ww.wrh.noaa.gov/sto/cafw/index.php>

- d. **Adverse weather or Rainfall:** Work stoppage may be determined when adverse weather or anticipated rainfall has made or will make access inadvisable, or when continued access would cause unacceptable environmental damage.
- e. The MOFD Representative shall give notice to stop work if conditions are unsuitable; however, if MOFD Representative is not immediately present and moisture conditions deteriorate, Contractor shall exercise a due standard of care and judgment to protect environmental values.
- f. In any event, rain in the amount of one (1) inch or more in a seventy-two (72) hour period shall result in a postponement of operations.

5. Work Requirements in Public Settings:

- a. Contractor shall not, nor shall it permit its employees to demand, solicit or accept, directly or indirectly any additional compensation or gratuity from any person whatsoever for services provided under this Contract.
- b. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner.
- c. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct all employees to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the Contract, The Contractor shall take all appropriate corrective measures.
- d. The MOFD shall notify the Project Superintendent for each violation of the contract reported to them by a resident. It shall be the duty of the Contractor to make reasonable effort to remedy the cause of the complaint within twenty-four (24) hours after notification
- e. Social Media-All pictures, video and imagery taken while working on the NOSFB project are the property of the MOFD and shall not be used or posted on any social media platform without the written permission of the MOFD.

6. Environmental Protection

- a. Contractor shall incorporate the approved "Protective Practices for CAL FIRE's 35 emergency Fuels Reduction Projects" dated April 5, 2019 as Best Management Practices (BMPs) for all work. Contractor shall cooperate with MOFD representative in monitoring and documenting field related BMP implementation.
- b. On East Bay Municipal Utility District lands, contract shall also incorporated the environmental projections identified in the "Low Effect East Bay Habitat Conservation Plan" approved April 2008.
- c. Contractor must protect all non-target plant materials, site improvements, structures, facilities, utilities, and natural areas from damage, both above and below ground. Any damages shall be reported immediately to the MOFD

representative. Any damages caused by Contractor shall be corrected and/or paid for by the Contractor at no cost to the MOFD.

- d. Avoid buffer zones determined by MOFD representative to protect amphibians, birds, or other specific areas of concern. Avoidance buffers may be identified before or during work activity.
- e. Protection of Biological Resources – Migratory Birds: Removal of vegetation may reveal active nests or nesting migratory birds. If previously unidentified nests or nesting activity is discovered Contractor will stop all work and notify the MOFD representative; work will not resume until further notice.
- f. Protection of Biological Resources - California red legged frog. The California red-legged frog is a federally protected species that requires aquatic habitat, such as ponds, water bodies or riparian habitat, such as may be found near the project areas. Removal of dense vegetation may reveal standing water, springs or seeps. If previously unidentified areas with standing water, springs or seeps are discovered, Contractor will stop all work and notify the MOFD representative; work will not resume until further notice.
- g. Protection of Cultural Resources: Removal of dense vegetation may reveal previously undiscovered cultural or historical resources, such as trash dumps, structures, prehistoric sites or other significant resources. If previously unidentified resources are discovered, Contractor will stop all work and notify the MOFD representative; work will not resume until further notice
- h. Retain duff and up to 1” of forest litter to reduce soil displacement and invasive plant establishment within the treatment areas. If necessary, apply erosion control measures, such as wattles, fiber rolls, erosion blankets, and down logs where duff and 1” of forest litter have been removed during fuels management operations.
- i. Clean all tools and equipment at the beginning of work each day to avoid spreading invasive weed seeds and Sudden Oak Death.
- j. Equipment shall not be operated when ground conditions are such that excessive erosion or rutting. All areas of ground disturbance in the project area that may result in soil erosion during the rainy season should be protected with appropriate erosion control measures before rain events.

7. Refueling and Spill Containment

- a. The Contractor shall abide by the agreed upon fueling plan. Refuel and repair equipment in a safe manner to protect against accidental spills. Employee training and designating refueling specific areas shall be part of the plan. Measures shall be taken to prevent, control, and clean-up spills. Clean-ups and notification should be immediate, automatic, routine and performed by a trained staff member or a licensed company. The Contractor shall immediately notify the MOFD Representative to report all minor or major spills.
- b. Contractor shall not wash or blow soil, chemicals, litter, mulch, soil amendments or other materials into adjacent water bodies or storm drains.

8. Fire Hazard and Prevention

- a. Contractor will be held responsible for any and all fire ignition(s) caused by the Contractor's employees, subcontractors, or equipment and comply with Public Resources Code Sections 4427, 4431, 4435 and 4442. The Contractor shall immediately notify the MOFD Representative to report any fire ignitions on the work site.
- b. Contractor shall provide firefighting hand tools and a minimum of one 5 gallon backpack pump with each crew working in the field. The back pump must be readily available on the work site and all personnel must be trained in its use. Gas powered equipment shall be equipped with spark arrestors. No open flame shall be permitted on the job site.
- c. The Contractor shall exercise a fire-safety standard of care and take necessary precautions against fire hazards.
- d. Work scheduling during critical fire weather shall be at the discretion of the MOFD Representative.

9. Access and Traffic Control

- a. The Contractor and the MOFD Representative will coordinate all traffic control measure prior to the start of work. Contractor will be responsible for appropriate traffic control measures.
- b. Contractor shall take all reasonable measures as required by existing conditions and performance of the Contractor to protect the public and their property.
- c. The Contractor shall provide adequate barricades, fences, signs, warning lights, watchpersons, flag persons, etc. to protect the public and their property. Safety devices and workers shall comply with the current State of California "Manual for Warning Signs, Lights and Devices for Use in Performing Work upon Highways" as a minimum standard.

10. Clean up of site

- a. All cut or felled material becomes the property and responsibility of the Contractor, and is to be disposed of in a legal manner.
- b. The amount of disturbed land shall be minimized and any unnecessary slope disturbance shall be avoided.
- c. At completion of project, the Contractor will rehabilitate any and all portions of project site area that is/are affected by the work performed.
- d. Crews working the field will backhaul all trash offsite for disposal at the end of each work period.
- e. The contractor is responsible for all garbage or other project-generated non-vegetative debris left on site by workers.

Appendix D

BOND FORMS & INSTRUCTIONS

MORAGA-ORINDA FIRE DISTRICT BOND FORMS AND CHECKLIST

BOND REQUIREMENTS & SAMPLE BONDS

Enclosed are forms for Performance, Labor and Materials (Payment) Bonds. The Surety should use these forms in order to assure the bonds provided are acceptable to the Moraga-Orinda Fire District. The Contractor should make certain bonds issued are from a surety in good financial standing and qualified to do business in the State of California. The following requirements must be met:

BOND REQUIREMENTS

1. Performance Bonds in a sum equal to *at least* one-half ($\frac{1}{2}$) the contract price must be provided. For exact amounts see Section 3 of the Contract Documents. For any contract with a contract price in excess of \$25,000, contractor must provide a Labor and Materials (Payment) Bond in a sum equal to the full amount (100%) of the contract price, in a form that complies with California Civil Code Section 3248.
2. All bonds must be signed by an authorized representative of the contractor and the attorney-in-fact for the surety company. The bonds must be accompanied by a notarized power of attorney evidencing that the signature on the bond has been duly appointed attorney-in-fact to issue bonds on behalf of the surety company. The attorney-in-fact's signature must be notarized. The notary seal must be legible and the notary's commission must be current and valid.
3. The bonds must bear the corporate seal of the surety company.
4. The bonds must bear the corporate seal of the contractor's firm if the firm is a corporation.
5. The Performance Bond must provide that the surety is bound unless the Principal shall well and truly perform all of the terms and conditions contracted to be performed under the contract. (Stating that the surety is bound unless the Principal performs all the work of the contract is *not* acceptable).
6. The Maintenance Bond must provide that the bond remains in effect for one (1) year
7. After the date of recording the Notice of Completion by owner. (Stating that the bond is in effect for one (1) year from the completion of the work is *not* acceptable.)
8. Return Bonds to:

Moraga-Orinda Fire District
Attn: Gloriann Sasser, Admin Services Director
1280 Moraga Way
Moraga, CA 94556

SAMPLE
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That, Whereas _____ of _____

hereinafter called the CONTRACTOR (Principal), and a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to transact a surety business in California, hereinafter called the SURETY, are held and firmly bound unto the Moraga-Orinda Fire District as OWNER (Obligee), in the sum of (\$ _____) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION IS SUCH THAT:

The Principal has entered into a contract dated _____ with the Obligee to do and perform the following work: North Orinda Shaded Fuel Break Project

The said Principal shall well and truly perform the said work, and fulfill each and every of the covenants, conditions and requirements of the said contract in accordance with the plans and specifications, then the above obligation to be void, otherwise to remain in full force and virtue.

In Witness Whereof, We have hereunto set our hands and seals this day of _____, 2019.

PRINCIPAL (Signature)

SURETY

SURETY ADDRESS

SURETY PHONE NO.

By: _____
Attorney-in-Fact

Approved as to Form:

Moraga-Orinda Fire District

**LABOR AND MATERIALS (PAYMENT) BOND
KNOW ALL PERSONS BY THESE PRESENTS:**

That Whereas _____
of _____ hereinafter called the CONTRACTOR
(Principal), and _____ a corporation duly organized
and existing under and by virtue of the laws of the State of ___ and authorized to
transact surety business in California, hereinafter called the SURETY, are held and
firmly bound unto the Moraga-Orinda Fire District as OWNER (Obligee),
in the sum of _____ (\$ _____) for which
payment well and truly to be made we bind ourselves, our heirs, executors and
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION IS SUCH THAT:

The Principal has entered into a contract dated __,with the Obligee to do and
perform the following

work: Work with the Established Scope of the North Orinda Shaded Fuel Break
Project

If said Contractor, his her or its heirs, executors administrators, successors or assigns,
or subcontractors, shall fail to pay any of the persons named in Civil Code Section
9100, or amounts due under the Unemployment's Insurance Code with respect to
work or labor performed by any such claimant, or for any amounts required to be
deducted, withheld, and paid over to the Employment Development Department from
the wages of employees of the contractor and subcontractors pursuant to Section
13020 of the Unemployment Insurance Code, with respect to such work and labor,
that the Surety or Sureties herein will pay for the same in the amount not exceeding
the sum specified in this bond, otherwise the above obligation shall be void. In case
suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to
be fixed by the court.

This bond shall insure to the benefit of the persons named in the Civil Code Section
9100 as to give a right to action to such persons or their assigns in any suit
brought upon this bond.

In Witness Whereof, We have hereunto set our hands and seals this ____ day of
____, 2019

PRINCIPAL (Signature)

SURETY

SURETY ADDRESS

SURETY PHONE NO.

By: _____

By: _____
Attorney-in-Fact

Approved as to Form:

Moraga-Orinda Fire District

Appendix E

LIST OF SUBCONTRACTORS

NAME OF Contractor: _____

The following is a list of each subcontractor who will perform work or labor or render services to the undersigned for the construction of the projecting an amount in excess of 3% of the total amount of this bid.

The undersigned agrees that any portion of the work in excess of 3% of the total amount of this bid and for which no subcontractor is designated herein will be performed by the undersigned.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK (ITEM NO.)

Appendix F

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date, m/d/y], at [city, state]._____.

NOTE: The above Noncollusion Declaration is part of the Contract Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Declaration.