



# Moraga-Orinda Fire District

## Board of Directors

### SPECIAL MEETING

July 8, 2019

**6:00 p.m. OPEN SESSION**

**PLEASE NOTE NEW MEETING ADDRESS:**

Sarge Littlehale Room  
22 Orinda Way  
Orinda, CA 94563

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#### 1. OPENING CEREMONIES

- 1.1. Call the Meeting to Order
- 1.2. Roll Call

#### 2. PUBLIC COMMENT

The public is invited to speak on any matter not appearing on the agenda, and within the subject matter jurisdiction of the District. Comments should be limited to three minutes. Please state your name and address for the record.

#### 3. SPECIAL CALENDAR

- 3.1 Authorize the Fire Chief to Enter into a Contract with Firestorm Wildland Fire Suppression, Inc. to Perform all Necessary Services Required for the Construction of the North Orinda Shaded Fuel Break Project in an Amount not to Exceed \$2,000,000.  
Staff Recommendation: 1) Discuss; 2) Deliberate; 3) Authorize the Fire Chief to Enter into a Contract with Firestorm Wildland Fire Suppression, Inc. to Perform all Necessary Services Required for the Construction of the North Orinda Shaded Fuel Break Project in an Amount not to Exceed \$2,000,000.

#### 4. ADJOURNMENT

*The Moraga-Orinda Fire Protection District ("District"), in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access, attend and/or participate in District Board meetings due to a disability, to please contact the District Chief's office, (925) 258-4599, at least one business day prior to the scheduled District Board meeting to ensure that we may assist you.*

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Moraga-Orinda Fire District to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspections at 1280 Moraga Way, Moraga, during normal business hours.

I hereby certify that this agenda in its entirety was posted on July 3, 2019, at the Moraga and Orinda Fire Administration offices, Stations 41, 42, 43, 44, and 45. Agenda provided to the Moraga Town Office (Hacienda) and Orinda City Hall.

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Interim District Secretary/Clerk



# Moraga-Orinda Fire District

**TO:** Board of Directors

**FROM:** David Winnacker, Fire Chief  
Jim Call, North Orinda Emergency Fuel Break Project Manager

**DATE:** July 8, 2019

**SUBJECT:** Item 3.1 – Authorize the Fire Chief to Enter into a Contract with Firestorm Wildland Fire Suppression, Inc. to Perform all Necessary Services Required for the Construction of the North Orinda Shaded Fuel Break Project in an Amount Not to Exceed \$2,000,000

## **Background**

The District has contracted with the State of California to create a 14-mile long shaded fuel break in North Orinda and Lafayette in partnership with CALFIRE, Contra Costa County Fire Protection District, EBMUD and EBRPD.

The District issued a request for proposals on June 14, 2019. The District received three proposals. Firestorm Wildland Fire Suppression, Inc. was selected based on experience, past history working on similar projects, ability to provide the necessary resources, ability to complete the work within the specified time restrictions and price.

The North Orinda Emergency Fuel Break Special Revenue Fund Budget contains sufficient appropriations for these services. The services are funded through the District's contract with the State. Staff recommends the Board authorize a contract with Firestorm Wildland Fire Suppression, Inc. for consulting Services for the construction of the North Orinda Shaded Fuel Break Project in an amount not to exceed \$2,000,000.

## **Recommended Action**

1) Discuss; 2) Deliberate; 3) Authorize the Fire Chief to Enter into a Contract with Firestorm Wildland Fire Suppression, Inc. to Perform all Necessary Services Required for the Construction of the North Orinda Shaded Fuel Break Project in an Amount not to Exceed \$2,000,000.

## **Attachments**

Attachment A – Consulting Services Agreement Between the Moraga-Orinda Fire Protection District and Firestorm Wildland Fire Suppression, Inc.

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE MORAGA-ORINDA FIRE PROTECTION DISTRICT AND  
FIRESTORM WILDLAND FIRE SUPPRESSION, INC.**

This agreement for consulting services ("Agreement") is entered into on July 1, 2019 (the "Effective Date") between the MORAGA-ORINDA FIRE PROTECTION DISTRICT, a Special District, with offices located at 1280 Moraga Way, Moraga, California ("District") and Firestorm Wildland Fire Suppression, Inc. ("Consultant") (together sometimes referred to as the "Parties").

**Section 1. SERVICES.** In accordance with the terms and conditions set forth in this Agreement, Consultant agrees to perform all services described in the Scope of Services attached as Exhibit A. The scope of services and terms set forth in the Request for Proposals are hereby incorporated by reference as if fully set forth herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** This Agreement shall begin on the Effective Date and shall end December 31, 2019 unless the term of the Agreement is otherwise terminated or modified, as provided for herein.
- 1.2 **Standard of Performance.** Consultant shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services in connection with this Agreement. Changes to personnel listed in Exhibit F must be approved in advance by MOFD.
- 1.4 **Termination.** District may cancel this Agreement at any time and without cause upon written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; District, however, may condition payment of such compensation upon Consultant delivering to District documents and records identified in Section 8.1 of this Agreement.

**Section 2. COMPENSATION.** District hereby agrees to pay Consultant an amount **NOT TO EXCEED \$2,000,000** (two million dollars) for all work set forth in Exhibit A, in accordance with the Compensation Schedule and Firm Fixed Price Fees which is attached as Exhibit B and Exhibit C, and made a part of this Agreement. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, this Agreement shall prevail.

- 2.1 **Notification of Contract(s) Award.** Following Board action or acceptance of the contract(s), an MOFD representative will notify the selected bidder (s) in writing and mail the Agreement for signatures. **All required bonds and proof of insurance shall be provided within 10 days of mailing of the Notice of Award. Consultant must begin work no later than 10 days after mailing of the Notice to Proceed.**

**2.2 Invoices.** Consultant shall submit invoices biweekly during the term of this Agreement, based on the cost for services performed prior to the invoice date to:

Moraga-Orinda Fire Protection District  
1280 Moraga Way  
Moraga, California, 94556  
Attn: Accounts Payable

**2.3 Payment.** District shall make biweekly payments, based on invoices received, for services satisfactorily performed. Consultant shall submit biweekly invoices in the form approved by MOFD. Such invoices shall at a minimum itemize the services performed as of the date of the invoice and set forth a progress report, including work accomplished, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours worked and the hourly rate for each person consistent with Exhibit B and Exhibit C.

**2.4 Hourly Fees / Reimbursable Expenses.** If applicable, fees for work performed by Consultant outside of the **Exhibit A** Scope of Services will be on an hourly basis and shall not exceed the amounts shown on the hourly fee schedule attached to this Agreement as **Exhibit B**. Work performed by Consultant outside of the Scope of Services must be approved in writing by either the Fire Chief or Administrative Services Director prior to the work being performed. Reimbursable expenses are specified in Exhibit B and Exhibit C.

**2.5 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.6 Bonds.**

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.

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.

- 2.7 **Insurance.** The successful bidder(s) shall procure the insurance coverage and provide evidence prior to commencing work.

**Section 3. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 3.1 Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-Consultants, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the Fire District. Consultant 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.

- 3.2 **Environmental Liability Insurance:** Consultant shall provide Pollution Liability covering the Consultant'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.

- 3.3 **Minimum Insurance Levels.** Consultant shall maintain insurance at the following minimum levels:

(3.3)(A). **Commercial General Liability** Consultant 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 Consultant (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.

(3.3)(B). **Automobile Liability** Consultant 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.

(3.3)(C). **Workers' Compensation** If Consultant employs any person, Consultant 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 Consultant with limits of not less than (\$1,000,000.00) per accident.

(3.3)(D). **Professional Liability** Consultant 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 Consultant. Any deductible is the responsibility of the Consultant.

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

(3.4)(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.

(3.4)(B). Consultant's 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 Consultant's insurance and shall not contribute with it.

(3.4)(C). Certificate of Insurance will indicate Consultants insurance will not be canceled without 30 days written notice to the Fire District.

3.5 **Qualifications of Insurers.** All insurance companies providing coverage to Consultant 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."

3.6 **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.

3.7 **Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant 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 Consultant, its employees, agents and subcontractors.

#### **Section 4. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

4.1 Consultant shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the District and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant. Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to

such Claims, whether directly or indirectly (“Liabilities”). Such obligations to defend, hold harmless and indemnify the District shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the District.

The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

## **Section 5. STATUS OF CONSULTANT.**

- 5.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of District. Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent.

## **Section 6. LEGAL REQUIREMENTS.**

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall use due professional care to comply with all laws applicable to the performance of the work in connection with this Agreement.
- 6.3 **Licenses and Permits.** Consultant represents and warrants to District that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
- 6.4 **Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Consultant shall not discriminate, on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

## **Section 7. MODIFICATION.**

- 7.1 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 7.2 **Assignment and Subcontracting.** Consultant may not assign this Agreement or any interest therein without the prior written approval of the District. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the District. Where written approval is granted by the District, Consultant shall supervise all work subcontracted by Consultant in performing the services; shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services; and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 3, to District's satisfaction.
- 7.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Consultant shall survive the termination of this Agreement.
- 7.4 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:
- 7.4.1 Immediately terminate the Agreement;
  - 7.4.2 After final payment retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant in accordance with this Agreement;
  - 7.4.3 Retain a different Consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 7.4.4 Charge Consultant the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that District would have paid Consultant in accordance with Section 2 if Consultant had completed the work.

**Section 8. KEEPING AND STATUS OF RECORDS.**

- 8.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the District.
- 8.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3)



years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

- 8.3 Confidential Information and Disclosure.** During the term of this Agreement, either party (the “Disclosing Party”) may disclose confidential, proprietary or trade secret information (the “Information”), to the other party (the “Receiving Party”). The Receiving Party shall hold the Disclosing Party’s Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Consultant understands that the District is a public District and is subject to the laws that may compel it to disclose information about Consultant’s business.

**Section 9 MISCELLANEOUS PROVISIONS.**

- 9.1 Attorneys’ Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 9.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.
- 9.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.5 Contract Administration.** This Agreement shall be administered by the Administrative Services Director or designee, who shall act as the District’s representative. All correspondence shall be directed to or through the representative.
- 9.6 Notices.** Any written notice to Consultant shall be sent to:

Jess Wills, President  
Firestorm Wildfire Suppression, INC.  
1100 Fortress St, Suite 2  
Chico, CA 95973

Any written notice to District shall be sent to:

David Winnacker, Fire Chief

Moraga-Orinda Fire Protection District  
1280 Moraga Way  
Moraga, California, 94556

**9.7 Integration; Incorporation.** This Agreement, including all the Exhibits attached hereto, represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All Exhibits attached hereto are incorporated by reference herein.

**9.8 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, District and Consultant agree to resolve the dispute in accordance with the following:

Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, *et. Seq.*

**9.9 Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

#### **10. CONFLICT OF INTEREST:**

- A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of MOFD or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-Consultant, without the written consent of MOFD. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of MOFD at all times during the performance of this Agreement.
- B. Consultant shall comply with the requirements of the Political Reform Act, California Government Code sections 87200 et seq., and comply with the conflict of interest provisions of the Political Reform Act that generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. This includes individuals who make government decisions or who serve in a staff capacity.

- C. The individuals who will provide services or perform work pursuant to this Agreement are “Consultants” within the meaning of the Political Reform Act. \_\_\_\_\_ Yes \_\_\_\_\_ No  
If Yes is checked by MOFD, Consultant must, within 30 days after execution of the Agreement ensure that all individuals subject to filing requirements, file with MOFD the appropriate Statements of Economic Interests.
- D. The above Statements of Economic Interest are public records subject to public disclosure under the California Public Records Act. MOFD may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

The Parties have executed this Agreement as of the date signed by the District.

MORAGA-ORINDA FIRE PROTECTION DISTRICT

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

Firestorm Wildland Fire Suppression Inc.

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

\_\_\_\_\_  
**David Winnacker**  
**Fire Chief**

\_\_\_\_\_  
**Jess Wills**  
**President**

## **EXHIBIT A SCOPE OF SERVICES**

The Consultant shall perform all necessary services required for the construction of the North Orinda Shaded Fuel Break project. 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. All work to construct the project must be completed no later than December 31, 2019. The project has been divided into a total of (55) fifty five smaller "treatment units" identified on the map (EXHIBIT E).

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, large tree removal may be bypassed until the hand crew work is complete. Once the hand crew is complete, the remainder of the tasks required to complete the project will be prioritized and issued work orders. Work may frequently be in sensitive habitats and resource protection areas, with specific timing and equipment restrictions. The Consultant understands that time is of the essence regarding the completion of this project prior to the region's normal weather patterns of extreme fire danger in the fall and/or rain in the winter.

The scope of service and terms and conditions are clearly defined in the MOFD North Orinda Shaded Fuel Break Request For Proposal document announced on June 12, 2019 and closed on June 24, 2019 as fully set forth below:

### **MORAGA-ORINDA FIRE PROTECTION DISTRICT**

Request for Proposals

North Orinda Sheltered Fuel Break

Fuels Management Specialty Contractor

Issue Date: June 12, 2019

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

NOTICE IS HEREBY GIVEN THAT THE MORAGA ORINDA FIRE DISTRICT will receive sealed proposals for the North Orinda Shaded Fuel Break Project, Bidders 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 Bidder Qualifications**

These qualifications are intended for contractors interested in bidding 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 all aspects of the 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 bidder will be issued work orders for specific units/projects during the period ending December 31, 2019. 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 bidder will be responsible for submitting a completed Shift Ticket at the completion of each day's work. This ticket 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. The remaining 30% of the project will consist of prescribed burning and is not a component of this RFP.

The MOFD seeks bidders 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 multiple hand crews for a large scale operation.
- 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 removing various sized live or dead trees, including eucalyptus and pine.
- Hand cutting or masticating (machine cutting) brush
- Mowing or weed-eating grass.
- Hand preparation of control lines for future prescribed fire
- Working around sensitive habitat areas.
- Constructing Hand Lines to support future prescribed burns
- Consolidate cut material, prep and cover dead vegetation for future burn piles
- Installing erosion control or water quality control measures (silt fencing), if required.

#### **Fuel Management Prescription Specifications:**

Bidders 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. 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.

All tree pruning operations shall adhere to the most recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300), and CAL-OSHA Tree Work Safety Regulations, CAL-OSHA (Title 8, Article 12, Tree Work, Maintenance or Removal). All pruning shall be in accordance with the latest editions of the Best Management Practices for Pruning (International Society of Arboriculture, 3rd Edition 2018)

#### **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 remainder 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 have overnight security.

**Supplementary Conditions**

Additional details regarding project coordination, work restrictions, environmental protection and operating guidelines are identified in Appendix C. The selected bidder 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.

**General Terms & Conditions**

**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.

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. 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.
- c. 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.
- d. 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.

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 bidder 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 bidder 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 bidder will provide a Fire Watch at each treatment unit for 2 hours past the end of each work period
3. The bidder will ensure that toilet, handwashing, shade, drinking water and garbage disposal facilities are compliant with State Law and available at each active work site.
4. The bidder 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.

5. The bidder 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.
6. The bidder will take steps to prevent any unnecessary damage to adjacent timber, soil or water.
7. The bidder will follow California Department of Food and Agriculture regulations pertaining to sudden oak death to prevent the spread of the pathogen.
8. The bidder will be responsible for any negligent property damaged during the project.

### **PROPOSALS:**

All proposals must be complete and submitted on time. Bidders 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. Bidders 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 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, or to elect to perform work in only part of the project area. 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 to the lowest responsible bidder as indicated by several selection criteria, including:

- Ability, capacity and skill of the bidder
- Whether the bidder has the facilities to perform the contract promptly, or within the time specified, without delay or interference
- Reputation, experience and efficiency of the bidder
- Record of performance of previous contracts
- Previous and existing compliance with laws and policies related to the contract
- Sufficiency of financial resources and ability to perform the contract
- Available insurance
- Quality and availability of supplies, equipment or services purchased
- Referrals

All proposals shall remain undisclosed until a successful bidder is 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 to the lowest responsible bidder 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 bidder 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 bidders experience, skills and equipment for site specific conditions
2. The best match of bidder'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 BIDDERS****1. GENERAL REQUIREMENTS**

- a. Examination of Contract Documents. By submitting a Proposal, the bidder acknowledges having examined the entire RFP. The bidder'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 bidders.
- 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 bidder 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](http://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 bidder (s) and its subcontractors must comply with all applicable state equal employment opportunity and affirmative action laws throughout the term of the Contract.
- g. Right to Reject Proposals. The MOFD reserves the right to reject any and all Proposals, 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, or to refrain from accepting any proposal.
- h. Withdrawal of Proposals. A signed and written notice must be received by the District prior to the proposal due date.
- i. District Form Contract. The District's form contract is required for provision of the sheltered fuel break services.

## 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 Sheltered Fuel Break Fuels Management Specialty Contractor List RFP"

Proposals must be received by \_\_\_\_time\_\_\_\_pm on \_\_\_\_date\_\_\_\_\_, 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 bid amount) and a Labor/Materials Payment Bond (100% of the total bid amount). The successful contractor(s) shall furnish the bonds as described in PARAGRAPH b.(i) below.
- e. Insurance. Each proposal shall include an estimate of all charges for the required insurance coverages

### **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 bidder (s) in writing and mail the Agreement for signatures.
- b. Bonds. Following assignment of a specific job, the successful contractor(s) shall procure and submit one fully executed copy of each required Bond at the pre-work meeting. 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.
- 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 bidder(s) shall procure the insurance coverage and provide evidence prior to commencing work.

## **PROPOSAL INSTRUCTIONS**

Bidders 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 bidders may be required.

This RFP does not commit the MOFD to award a contract. The MOFD reserves the right to request any bidder 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.
6. Completion of the attached Cost Proposal Table, Estimated Rate of Production Table and a written Logistics Plan.
7. 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**

Bidders 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 bidder 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  
\*Only for use on EBRPD property  
\$ per hour

Disposal / recycling of surplus materials off site. Measured in stockpile before loading for transport  
\$ per each cubic yard

The bidder 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.

**ESTIMATED RATE OF PRODUCTION TABLE:**

Vegetation & Fuel Break Type Rate of production per hour in ¼ acre increments

- 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

Flat Slope Rate of production per hour in ¼ acre increments

Moderate Slope Rate of production per hour in ¼ acre increments

Steep Slope Rate of production per hour in ¼ acre increments

Size of Crew

Estimated \$ cost per acre



## 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.

## **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:
  - o Install erosion control measures if needed in areas where duff has been removed.
  - o 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. Work stoppage determined by the MOFD Representative for any reason shall not count against the original work period. No liquidated damages will apply under this contract, although work is targeted for completion on or before December 15, 2019. The MOFD Representative has the authority to stop work until conditions are suitable to resume.
- b. Should a protected plant or animal be encountered that had not previously been known or recognized, work is subject to stoppage.
- c. 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.
- d. Red Flag Conditions: Contractors will cease work 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>
- e. 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.
- f. 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.
- g. 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 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 MFOD 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.

**EXHIBIT B**  
**COMPENSATION SCHEDULE AND FIRM FIXED PRICE FEES**

The Consultant will perform the scope of work described in this proposal herein on a time and materials basis. Invoices will be submitted biweekly. Should additional work be required beyond this scope, or result from activities performed under this scope, a contract amendment will be submitted. Compensation for all tasks shall not exceed **\$2,000,000**.

The services provide herein will be limited to the scope of work in this document. Any additional services may be provided under change of scope and costs.

**EXHIBIT C  
HOURLY RATES**

**Firestorm - Moraga -Orinda Fire Protection District - Rates**

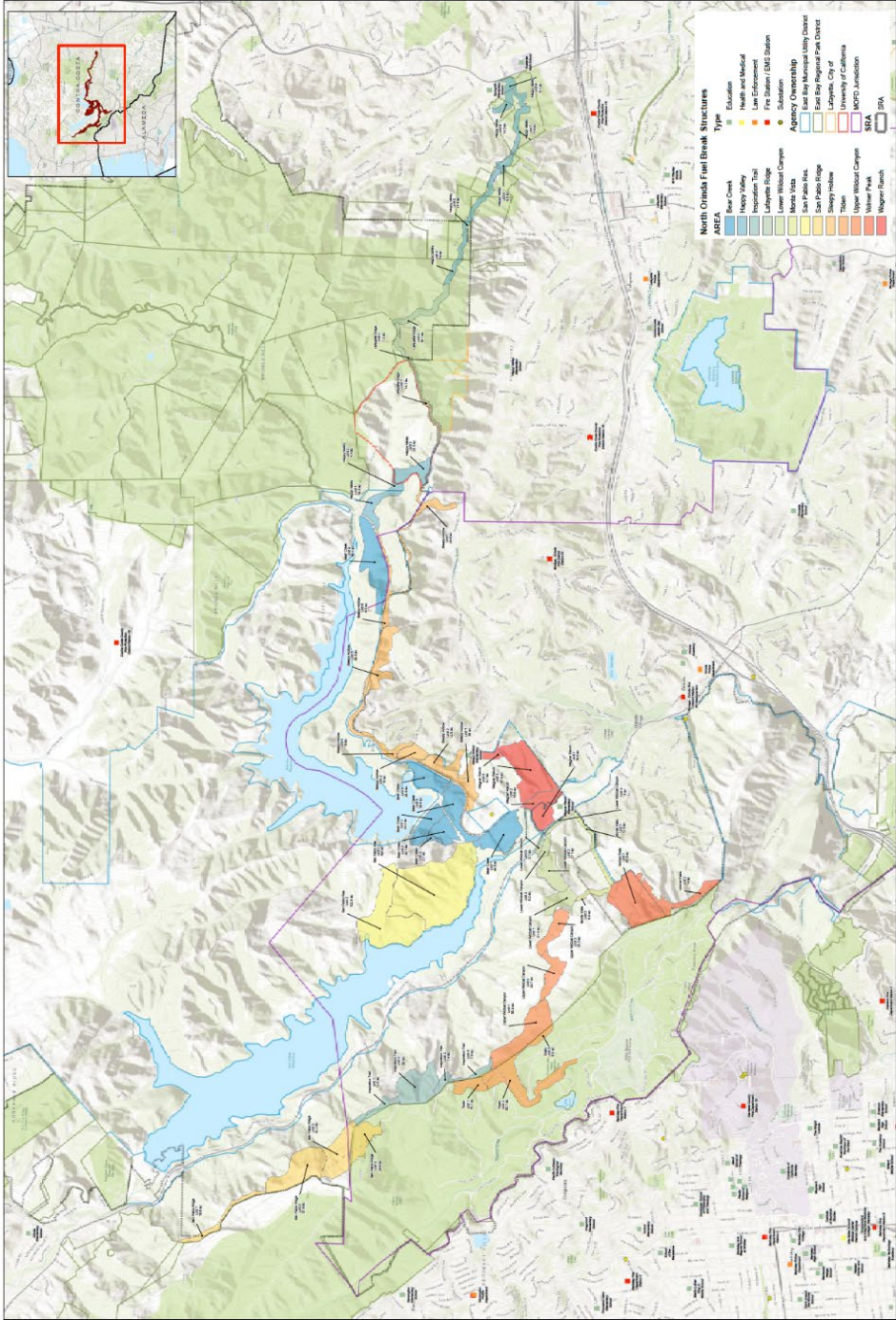
Item	Type of Work	Proposed Rate	Saturday	Sunday	Quantifier	Assumption
1	Hand Crew	\$62.77	\$87.67	\$91.46	Labor Hour	Includes the use of 5 Chainsaws, and all saw operating costs. Wage Rates = DIR - "Tree Maintenance" (Laborer)
2	Project Superintendent	\$116.50	\$131.64	\$160.75	Labor Hour	Wage Rate = DIR - "Construction Specialist" Labor only, No Vehicle - Will Not be Camping
3	Administrative Personnel	\$54.42	\$73.36	\$92.30	Labor Hour	Labor only, No vehicle Wage Rate = DIR - "Senior Tree Trimmer"
	Employee Logistics					
4a	Lodging	Reimburse Actual Cost + 10% ( Double Occupancy) - Not to exceed a room rate of \$175.00 night				
4b	Meal Allowance	\$65.00			Per Person / Day	
5	Mowing Grass	\$253.70	\$304.36	\$375.82	Hour	4 Persons w/ Weed Eaters Wage Rates = DIR - " Tree Trimmer"
6	Crew Transport	\$26.01			Hour	3/4 Ton - 1 Ton Pickup trucks
7	Traffic Control	\$262.04	\$304.05	\$369.21	Hour	2 Person Crew with all Cones and Signs. <b>Permit Fees Billed Cost Plus 10%</b> Wage Rate = DIR - " Traffic Control Person 1"
8	Wheeled Chipper	\$119.08			Hour	No Operator , Operator will be billed separate under Item 24 "Operating Engineer - DIR Wage Rate"
9	Grapple / Whole Tree Chipper		No Current Pricing / If needed can find Equipment			
10	Masticating Brush - Large Machine	\$291.90			Hour	Machine Only, Operator billed Separate, Wage Based on DIR "Operating Engineer"
11	Dead Tree Removal < 12" DBH	\$530.90			per Tree	3 Person Crew, capable of climbing. No specialty equipment required , i. e. Crane, etc. -Tree Felled to ground and staged for chipping or haul off. "Tree Maintenance Laborer" DIR Wages
12	Limb up Tree (>48" - 10 ft)	\$87.64			Per Tree	3 person crew, debris left on site /prepped for chipping, "Tree Maintenance Laborer"- DIR wages
13	Remove Tree 12-24" DBH	\$707.87			Per Tree	3 Person Crew, capable of climbing. No specialty equipment required , i. e. Crane, etc. -Tree Felled to ground and staged for chipping or haul off. "Tree Maintenance Laborer" DIR Wages
14	Remove Tree > 48" DBH	\$4,719.12			Per Tree	3 Person Crew, capable of climbing. No specialty equipment required , i. e. Crane, etc. -Tree Felled to ground and staged for chipping or haul off. "Tree Maintenance Laborer" DIR Wages
15	Herbicide Application	\$201.60			Hour	Rate is for Labor to Apply only. Includes Truck and Travel. <b>Product billed at Cost plus 10%</b>
16	Disposal	\$40.50			Cubic Yard	Chipped Material Only
17	Tracked Chipper	\$136.96			Hour	No Operator , Operator will be billed separate under Item 24 "Operating Engineer"- DIR Wage Rate
18	40 Ton - Chip Van w/ Driver	\$206.93			Hour	Includes Operators Hourly Wage

19	10 yard Chip Truck	\$56.40			Hour	Truck only No Operator, Operator Comes from Crew
20	Bucket Truck	\$70.30			Hour	Truck only No Operator, Operator Comes from Crew
21	Low Bed Transport	\$206.93			Hour	Includes Operators Hourly Wage
22	F550 - Goose Neck Transport w/ Driver	\$56.40			Hour	Truck Only, Operator billed Separate, Wage Based on DIR "Operating Engineer"
23	Equipment Operator	\$141.54	\$163.51	\$198.36	Hour	Wage Based on DIR "Operating Engineer"
24	Skid Steer - Mastication	\$127.67			Hour	Machine Only, Operator billed Separate, Wage Based on DIR "Operating Engineer"
25	Skid Steer - Mowing / Grapple	\$107.38			Hour	Machine Only, Operator billed Separate, Wage Based on DIR "Operating Engineer"
26	Grapple Truck	\$132.57			Hour	Truck Only, Operator billed Separate, Wage Based on DIR "Operating Engineer"
27	UTV with Water Tank	\$248.46			Daily	Equipment Only
28	Water Trailer - 300-500 Gallon	\$234.56			Daily	Equipment Only
29	Portable Toilets / Handwashing / Trash	Reimburse Actual Cost			Actual	Cost Plus 10%
30	Remove Tree 24"- 48" DBH	\$2,359.56			Per Tree	3 Person Crew, capable of climbing. No specialty equipment required , i.e. Crane, etc. -Tree Felled to ground and staged for chipping or haul off. "Tree worker" DIR Wages

**Note: All pricing includes the cost of the Performance Bonds**

# EXHIBIT E PROJECT MAP

## North Orinda Shaded Fuel Break





**EXHIBIT F**  
**FIRESTORM ORGANIZATIONAL CHART**

Business Owner:            Jess Wills

Business Owner:            Josh Hiller

Business Owner:            Rick Sandidge

Project Superintendent:    Dave Wills